

## 2018 – March 6 QA

Wednesday, February 28, 2018 4:48 PM

### I. CONSENT AGENDA:

1. **18-177** Approve the Regular City Council Meeting Minutes of February 20, 2018.

Q:	<p>1. In the description of L. 1 please include additional information explaining that it was a reduction to the budget and the description of the line item.</p> <p>2. On page 6, please include the name of the case (South Dakota v. Wayfair) and the nature of the issues (collection of local sales tax on internet sales).</p>	Boyd-Obarski, Rebecca
A:	The requested changes have been made.	Gallahue, Pam

2. **18-185** Approve the minutes from City Council's February 20, 2018 5th Avenue Workshop with Ryan Companies.
3. **18-124** Approve the award of option year one to Contract 16-011, Street Sweeping, to Waste Management of Illinois for an amount not to exceed \$164,000
4. **18-144** Approve the award of Bid 18-024, Generator Maintenance Services, to Interstate Power Systems, Inc. for an amount not to exceed \$103,292.60 and for a two-year term
5. **18-161** Approve the recommendation by Alliant Insurance Services to award Excess Workers Compensation coverage to Midwest Employers Casualty Company for a two-year term and an amount not to exceed \$102,479.40.
6. **18-145** Approve the award of Change Order #1 of Contract 16-298, Alarm and Fire Suppression System Services to, Fox Valley Fire & Safety Company, Inc. for an amount not to exceed \$73,175 and for a total award \$146,350
7. **18-174** Approve Mayoral appointments to the Public Utilities Advisory Board and the Sister Cities Commission
8. **18-176** Accept the public underground and street light improvements at Bauer Place Subdivision Phase 3 and authorize the City Clerk to reduce the corresponding public improvement surety
9. **18-175** Approve the City Council meeting schedule for March, April and May 2018
10. **18-164** Pass the ordinance authorizing the execution of a recapture agreement for installation of improvements along Tuthill Road
11. **18-103** Approve the Program Year 2018 Annual Action Plan allocating a total of \$476,617 of Community Development Block Grant funds

### J. PUBLIC HEARINGS:

1. **18-043B** Receive the staff report for Clow Creek Farm Addition (PZC 17-1-129) located near the southwest corner of 103rd Street and Book Road (Item 1 of 8)

2. **18-178** Conduct the public hearing for Clow Creek Farm Addition (PZC 17-1-129)  
Located near the southwest corner of 103rd Street and Book Road (Item 2 of 8)
3. **18-179** Pass the ordinance authorizing execution of the annexation agreement for  
Clow Creek Farm Addition (PZC 17-1-129) located near the southwest corner of 103rd Street and Book Road (Requires six (6) positive votes.)  
(Item 3 of 8)

Revision to the Annexation Agreement:	Since the publication of the March 6th City Council agenda packet, staff has identified a recapture fee that is required for the Clow Creek Farm Addition Subdivision but was not included in the Annexation Agreement. Section S3.1 of the Annexation Agreement (attached) has been revised to include the recapture fee requirement. The OWNER AND DEVELOPER has agreed to pay the fee and has signed the revised Annexation Agreement reflecting this additional fee (see attached). Staff recommends that that City Council approve the annexation agreement, as amended, on March 6th.	Liu, Ying
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4. **18-180** Pass the ordinance annexing the subject property located at the southwest corner of 103rd Street and Book Road (Clow Creek Farm Addition, PZC 17-1-129) (Item 4 of 8)
5. **18-044B** Pass the ordinance rezoning a portion of the subject property near the southwest corner of Book Road and 103rd Street to R1A (Low Density Single-Family Residence District) upon annexation - PZC 17-1-129 (Item 5 of 8)
6. **18-181** Pass the ordinance revoking a portion of the 1994 Clow Creek Farm Planned Unit Development and subdivision plat as it relates to the Clow Creek Farm Addition - PZC 17-1-129 (Item 6 of 8)

<b>Q:</b>	<b>Please explain the revocation of the current PUD a little better if you could, and mark up the exhibit 'C' identifying the area in question. Is it the checkered area?</b> <b>Is the creek being rerouted in any way?</b>	<b>Hinterlong, Paul</b>
<b>A:</b>	<p>The proposed PUD revocation only applies to the service/utility corridor area that runs along the creek. This area was included in the Preliminary Clow Creek Farm PUD and subdivision plat (Ordinance 94-184) and has been maintained as a service/utility corridor since. When Clow Creek Farm Units 1 and 2 came in for final PUD and subdivision plat approvals, this corridor was not included, therefore this area has never been final platted.</p> <p>At this time, the petitioner proposes developing the Clow Creek Farm Addition, and including this service/utility corridor within the proposed PUD as maintained wetlands/open space. Before the corridor can be included within the new Clow Creek Farm Addition PUD, it needs to be removed from the Preliminary Clow Creek Farm PUD. Staff is supportive of the requested PUD revocation since no final plat has been sought for this area, it has not been included in development plans for Clow Creek Farm, and it is a logical geographic extension of the Clow Creek Farm Addition.</p> <p>The hatched area (highlighted in green) illustrated on Exhibit C is the area proposed to be removed from the Preliminary Clow Creek Farm PUD.</p> <p>The portion of the creek adjacent to the development (approximately 660' long) will be relocated slightly to the east to make room for the site's detention pond. Compensatory storage is proposed as part of the relocation since the creek is located in a designated floodplain area.</p>	Kopinski/Fano

7. **18-182** Pass the ordinance approving the preliminary plat of subdivision for Clow

## Creek Farm Addition - PZC 17-1-129 (Item 7 of 8)

8. **18-045B** Pass the ordinance granting a conditional use in the R1A (Low Density Single-Family Residence) District to establish the Clow Creek Farm Addition PUD, and approve a preliminary PUD plat with deviations to Sections 6-6A-5 and 6-6A-7 of the Naperville Municipal Code for the property located near the southwest corner of Book Road and 103rd Street (Clow Creek Farm Addition) - PZC 17-1-129 (Item 8 of 8)

**L. ORDINANCES AND RESOLUTIONS:**

1. **18-102C** Pass the Ordinance amending the Home Rule Sales Tax and Downtown Food and Beverage Tax by amending Section 11 of Chapter 1, Title 3 and Section 9 of Chapter 1, Title 3 of the Naperville Municipal Code.

<b>Q:</b>	<b>Were we able to find any additional revenues through cost reductions?</b>	<b>White, Benjamin</b>
<b>A:</b>	<p>Since the passage of the budget in December, staff has not seen cost savings that would generate additional revenues. Staff will continue to monitor procurements and personnel expenditures to see if savings emerge throughout the year.</p> <p>However, staff has seen several additional cost pressures arise in the first several months. The first being the Governor's budget proposal, which would extend the 10% decrease to the LGDF (income tax distributions), this is projected to reduce revenue by an additional \$650k in 2018. The second being the high cost of winter operations experienced in 2018. Part of the cost reductions were based on reducing the number of events responded to and the City has already exceeded that amount. Once the winter season is complete, staff will provide a report to Council on the total cost of winter operations.</p>	Mayer, Rachel

<b>Q:</b>	<b>How does the \$300,000 real estate rebate get accounted for in the property taxes? What is the reduction necessary in Principle #3 related to the reserve goal to reach the \$1.4 million deficit?</b>	<b>Gustin, Patty</b>
<b>A:</b>	<p>The \$200k (not \$300k) savings associated with debt service from the 2017 issuance will be included as a component of the property tax abatement. These savings were generated because the City's bond issuance had a rate of 2.82%, better than the budgeted rate of 3.5%. These savings in conjunction with the increased telecommunications tax and the hotel/motel tax will be brought back as part of a \$700k abatement at the March 20 City Council meeting. If the HRST is approved (valued at \$1.1 million in 2018) the abatement will be increased to a total of \$1.8 million for a total property tax levy of \$48.69 million.</p> <p>Currently the 2018 budget does not anticipate any deposit to the reserves, therefore reducing the goal of 25% would not have a direct impact on the \$1.4 million. However, Council could direct staff to use cash balances to reduce the \$1.4 million in the property tax levy. The last audited reserve amount was \$25.6 million at the end of 2016. Applying that to the current 2018 budget of \$121.07 million would mean we have cash reserves of 21%. If we utilized \$1.4 million to "balance" the budget, the City would have 20% in cash reserves. If this action were taken, the City would be in violation of Financial Principle #1, which states we will pass a structurally balanced budget. This would only push the issue to 2019 and any further cash reserve usage would drop the City below its current policy requirement.</p>	Mayer, Rachel

<b>Q:</b>	<b>1. Please confirm that the numbers on the property tax outcomes chart are the projected property tax amounts needed to meet expenditure demands even with the .75 HRST. That is, the increased .25% in HRST allows the City to keep the property tax levy at \$46.8M for this year, but even with that increase, the property tax level would need to increase \$5.3M to \$51.2M for 2019 and increase an additional \$2.2M to \$53.5M in 2020.</b>	<b>Boyd-Obarski, Rebecca</b>
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	<p>2. The numbers in the property tax charts shown in the memo versus the attachment are slightly different. The chart in the attachment shows, the 2018 property tax levy at \$48.2M and increases by \$4.5M to \$52.7M in 2019 and an additional \$2.4M to \$55.1M in 2020. Please explain the difference.</p> <p>3. There is a large increase in Capital Outlay in 2019 and 2020. Do you know the ratio of “unfunded capital projects” in those two years?</p> <p>4. What is “Contributions”? And what accounts for it tripling (162% increase) from 2018 to 2019 and then another 28% increase in 2020?</p> <p>5. The projections appear to show the City could have a \$2M “surplus” in 2019 and another \$9M “surplus” in 2020. Are those “surpluses” in the utility funds? Please explain.</p> <p>6. Is it fair to say that even if we increase the HRST this year to .75% we will not have sufficient revenue to meet necessary expenditures in the Operating Budget in 2019 and 2020 without an increase in the property tax levy?</p>	
A:	<p>1. That is correct, based upon current projections, the components of the standard property tax bill would have to increase (or additional services cuts or revenue sources identified) to have a structurally balanced budget, to align with Principle #1</p> <p>2. The difference from page 4 to page 20 has to do with property taxes for special service areas. The chart on page 4 is looking at the standard property tax bill (what the average homeowner sees). The chart on page twenty includes revenues generated by the City's four special service areas, SSA #21 for Van Buren Parking Deck debt service; SSA #23 for Naper Main, SSA #25 for the traffic signal at Lacrosse and Rt. 59; and SSA #26 for downtown maintenance.</p> <p>3. If you look at the Capital program and use the existing 0.50% home rule sales tax solely for capital project investment, then the unfunded percentages for the next three years are projected as follows: 2019 – 30%; 2020 – 25%; and 2021 – 26%</p> <p>4. Contributions include both developer contributions and other government contributions for capital projections. The reason for the significant jump is related to several projections. 1) North Aurora Road Underpass has \$11.3 million of other government contributions in 2019 and \$10.1 million in 2020. 2) North Aurora Road from Frontenac to Weston Ridge has \$7.6 million planned in 2020. 3) 91st Street: 250th to Schoger has \$1.2 million in developer contributions in 2019. It should be noted each of these projects make up a sizeable portion of the unfunded component due to the City's share of the project.</p> <p>5. Yes, the primary driver in the “surplus” are driven by the two utility funds plus the build-up of cash for phosphorus and the downtown parking fund. In 2019, the Electric Utility is projecting \$9.3 million (to build cash reserves, potential to be modified during this year's rate study); the Water Utility is projecting \$3.8 million to build its cash reserves based upon last years' rate study. The phosphorus fund is projection \$1.0 million in 2019; and the downtown parking fund is \$1.3 million and will be used to build cash for future parking deck investment.</p> <p>6. Yes, based upon current projections, the City will not have a structurally balanced budget in 2019 and would need to generate additional revenues through property taxes or another revenue stream or cut service levels.</p>	Mayer, Rachel

2. **18-184** Waive the first reading and pass the ordinance amending Chapter 3, Title 3, Section 11 (Liquor License and Permit Classifications) of the Naperville Municipal Code eliminating the sunset provision contained within the outdoor seating permit (requires six positive votes)

Q:	<p>1. <b>Item L. 2 (18-184) Outdoor seating permits with liquor sales</b></p> <p>a. Has DAC commented on this proposal? Either now or when initially introduced? If so, please provide their comments.</p> <p>b. If this is to be an annual permit, it seems it would be better to NOT allow permanent barriers to be erected. Were the terms distinct or functional considered rather than permanent?</p>	Boyd-Obarski, Rebecca
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	<p>c. Please explain the liquor service permitting restrictions on outdoor seating with regard to the public seating proposed in the prior Streetscape Pilot Project – specifically:</p> <ol style="list-style-type: none"> <li>Does the outdoor seating installed by the Craftsman extend past its property lines? See the letter, photos and images attached, and note, I have not had an opportunity to walk past this area since receiving the letter.</li> <li>Was the intention to allow the private use of the sidewalk in place of development of public use?</li> <li>What about obstruction of the mid-block crossway on Jefferson?</li> </ol> <p><i>Councilman Boyd-Obarski received a letter from a concerned citizen relating to outdoor that she would like to share with staff and the members of Council.</i></p>	
A:	<p><b>Has DAC commented on this proposal? Either now or when initially introduced? If so, please provide their comments.</b></p> <p>To the best of our knowledge, DAC has not specifically opined on whether liquor consumption should be permitted in public, outdoor seating areas because liquor service falls outside of DAC's purview. DAC did review the draft streetscape design standards that will be applied to outdoor seating, as prepared by P2C Designs, LLC, at its May, September, October and December 2016 meetings, as well as at its January and September 2017 meetings. The draft standards presented and approved by DAC included the recommended improvement of the "amenity zones" (i.e., area between the sidewalk and the street) with additional seating areas and landscaping, where appropriate. DAC also reviewed the streetscape pilot area planned and installed in front of the Craftsman.</p> <p><b>If this is to be an annual permit, it seems it would be better to NOT allow permanent barriers to be erected. Were the terms distinct or functional considered rather than permanent?</b></p> <p>The proposed ordinance provides that the outdoor seating area "shall be clearly designated with a permanent <b>or</b> semi-permanent barrier as approved by the City." Approval of the establishment's chosen barrier is subject to the discretion of the Liquor Commissioner. It is expected that most permit holders will use semi-permanent barriers that can be removed overnight or in the winter. If an permit holder erected a permanent barrier and later was not permitted to serve liquor within the designated seating area, it is likely that the establishment could continue to provide outdoor seating without liquor service. If the outdoor seating permit were completely revoked the establishment could be made to remove its barrier, even if "permanent." Council may choose to modify this language from the dais to remove the "permanent barrier" option and/or replace it with the adjectives suggested.</p> <p><b>Please explain the liquor service permitting restrictions on outdoor seating with regard to the public seating proposed in the prior Streetscape Pilot Project – specifically:</b></p> <p><b>1. Does the outdoor seating installed by the Craftsman extend past its property lines? See the letter, photos and images attached, and note, I have not had an opportunity to walk past this area since receiving the letter.</b></p> <p>Yes – the attached plan and rendering shows that the westernmost benched seating and landscape area extends past the Craftsman's property lines.</p> <p><b>2. Was the intention to allow the private use of the sidewalk in place of development of public use?</b></p> <p>The existing outdoor seating area adjacent to the Craftsman was constructed prior to the establishment of the City's current liquor service outdoor seating permit option. However, at the time it was constructed, there were no regulations limiting its future private use regarding the ability to serve food or liquor in that area.</p> <p><b>3. What about obstruction of the mid-block crossway on Jefferson?</b></p> <p>To address the above issues, as well as the mid-block crossing, it is within the Liquor Commissioner's discretion to limit the Craftsman's private use to only that area in front of its establishment. In that scenario, the seating</p>	Mike DiSanto & Allison Laff

area would not extend past their property line, the mid-block crossing would remain open, and the westernmost benched seating area would remain open to the general public.

**Councilman Boyd-Obarski received a letter from a concerned citizen relating to outdoor that she would like to share with staff and the members of Council.**

Attached.

Created: 2/12/2018  
Last revised: 3/5/2018

**PROPERTY ADDRESS:**  
**N/A**

**P.I.N.**  
**01-15-200-012-0010**  
**01-15-200-012-0020**

**RETURN TO:**  
**CITY OF NAPERVILLE**  
**CITY CLERK'S OFFICE**  
**400 SOUTH EAGLE STREET**  
**NAPERVILLE, IL 60540**

**ANNEXATION AGREEMENT**  
**FOR CLOW CREEK FARM ADDITION**

THIS ANNEXATION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*insert the "EFFECTIVE DATE"*), between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the "CITY") and Nick Stanitz with offices at 1807 S. Washington Street, Suite 110, Naperville, IL 60565 (hereinafter referred to as the "OWNER AND DEVELOPER").

**RECITALS**

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property legally described in **EXHIBIT A** and depicted in **EXHIBIT C**, attached hereto and incorporated herein by reference (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, a portion of the SUBJECT PROPERTY is currently located within the corporate limits of the CITY; and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk, for the remaining portion of the

SUBJECT PROPERTY legally described in **EXHIBIT B** and depicted in **EXHIBIT D**, which property is situated in the unincorporated area of the County of Will County, Illinois, and is presently contiguous to the CITY (hereinafter referred to as the “ANNEXATION PROPERTY”); and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY’S ordinances, regulations, and procedures; and

WHEREAS, the CITY’S corporate authorities have considered the annexation of the ANNEXATION PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER AND DEVELOPER proposes that the SUBJECT PROPERTY be developed pursuant to the R1A (Low Density Single-Family Residence District) zoning classification in the CITY’s Zoning Ordinance, and the terms and conditions set forth herein; and

WHEREAS, the OWNER AND DEVELOPER also requested a conditional use for a Planned Unit Development (PUD) to be granted for the SUBJECT PROPERTY, which allows the development of sixty-one (61) single-family detached lots on the SUBJECT PROPERTY, commonly known as the Clow Creek Farm Addition Subdivision; and

WHEREAS, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1A District of the CITY’S Zoning Ordinance and in accordance with the PUD ordinance and the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY’S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY’S residents; and

WHEREAS, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.



NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree that:

**GENERAL CONDITIONS FOR**  
**THE ANNEXATION OF THE SUBJECT PROPERTY**

**G1.0 RECITALS.**

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

**G2.0 ANNEXATION AND ZONING.**

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances for the annexation and zoning of the ANNEXATION PROPERTY in accordance with Section S1.0 of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the CITY from OWNER AND DEVELOPER within twelve (12) months of the passage of the ordinance approving this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

**G3.0 ANNEXATION FEES.**

G3.1 The OWNER AND DEVELOPER has paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER has filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the ANNEXATION PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the ANNEXATION PROPERTY to the City of Naperville.

**G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.**

**G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.**

G6.1 The OWNER AND DEVELOPER shall, at their sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the City of Naperville Municipal Code, as amended from time to time.

G6.2 At the time of Final Plat approval for those portions of the SUBJECT PROPERTY adjacent to the collector and/or arterial rights-of-way the OWNER AND DEVELOPER shall, at the sole discretion of the CITY,

1. construct sidewalks along said roadway or
2. pay to the CITY the estimated costs of the construction of the sidewalks along said roadways.

Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

**G7.0 UTILITY LINES AND EASEMENTS.**

G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of

providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

**G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY  
SEWER COLLECTION SYSTEM.**

G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 Upon the written request of the OWNER AND DEVELOPER tendered to the City Engineer and the City Attorney within twelve (12) months of completion of construction of the water distribution system and/or sanitary sewer collection system by the DEVELOPER and acceptance thereof by the CITY, the CITY shall enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties which the CITY reasonably determines will be expected to benefit from the extension of said water distribution system and/or sanitary sewer collection system. The DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation demonstrating the "as built" costs of such system or systems for which recapture is sought. If such request, proposed Recapture Agreement, and supporting documentation is not provided within the above described twelve (12) month period, the CITY shall no longer have any obligation to enter into a recapture agreement.

G8.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.4 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.5 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

**G9.0 WASTEWATER TREATMENT PLANT CAPACITY.**

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

**G10.0 UTILITY OVERSIZING.**

G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

**G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNER AND DEVELOPER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore. This provision shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNER AND DEVELOPER shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

### **G13.0 REFUSE AND WEED CONTROL.**

G13.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNER AND DEVELOPER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNER AND DEVELOPER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

### **G14.0 CHANGES TO ORDINANCES AND REGULATIONS.**

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of then-current CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties or such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the EFFECTIVE DATE of this Agreement shall be exempt from the provisions of G14.

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

#### **G15.0 EXISTING STRUCTURES.**

G15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any special conditions specified in Section S6.0 of this Agreement.

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY'S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any special conditions specified in Section S7.0 of this Agreement.

**G16.0 EFFECT OF THIS AGREEMENT.**

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

**G17.0 NO DISCONNECTION OR DEANNEXATION.**

G17.1 Neither the OWNER nor the DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

**G18.0 MODIFICATIONS TO THIS AGREEMENT.**

G18.1 If the OWNER AND DEVELOPER wishes to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER AND DEVELOPER.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

**G19.0 BINDING EFFECT AND TERM.**

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties



hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law.

G19.3 The OWNER AND DEVELOPER shall be jointly and severally liable for all obligations hereunder. Any obligation owed by OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by OWNER or DEVELOPER shall survive the termination or expiration of this Agreement.

G19.5 If the SUBJECT PROPERTY is not annexed to the CITY within 365 days after the Effective Date of this Agreement, this Agreement shall become null and void without any further action by the CITY.

#### **G20.0 CONTINUING RESPONSIBILITY.**

G20.1 If the OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

#### **G21.0 SEVERABILITY.**

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this

Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

#### **G22.0 NOTICES.**

G22.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

#### **G23.0 GOVERNING LAW AND VENUE.**

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

#### **G24.0 FORCE MAJEURE.**

G24.1 Subject to the provisions of G24.2 whenever a period of time is provided for in this Agreement for either the CITY or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or

against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER AND DEVELOPER'S control" if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

#### **G25.0 ENFORCEABILITY.**

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNER AND DEVELOPER shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys' fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

#### **G26.0 CHALLENGE TO ANNEXATION.**

G26.1 If the annexation of the ANNEXATION PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of this annexation. OWNER AND DEVELOPER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including reimbursement for any services of outside legal counsel. If the annexation of the ANNEXATION PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

#### **G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.**

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

**G28.0 NON-WAIVER OF RIGHTS.**

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand compliance with the terms hereof.

**G29.0 CAPTIONS AND PARAGRAPH HEADINGS.**

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**G30.0 ENTIRE AGREEMENT.**

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

**G31.0 AUTHORIZATIONS.**

G31.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNER AND DEVELOPER shall deliver to the CITY prior to recordation of this Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

**G32.0 SURETY.**

G32.1 All public improvements required to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This

provision shall apply whether or not a Letter of Credit is specified for each improvement. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

**G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by the OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the OWNER AND DEVELOPER shall post a cash deposit or maintenance letter of credit in a form and amount approved by the City guaranteeing said improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF**  
**SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions, the terms and conditions set forth in the Special Conditions of this agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1A (Low Density Single Family Residence District).

S1.2 A plat of annexation prepared by Roake and Associates, Inc., dated October 8, 2017, last revised December 15, 2017, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT D**.

**S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$2,825.50, which has been paid by the OWNER AND DEVELOPER.

**S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE**  
**FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS**  
**TAXES.**

S3.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows:

Recapture Fee for Southwest Sanitary Pump Station: \$17,838.76 (31.51 acres at \$566.13 per acre)

Due: Prior to recordation of the Ordinance annexing the ANNEXATION PROPERTY and prior to recordation of this Agreement.

S3.2 The OWNER AND DEVELOPER shall be responsible to pay the CITY for all costs due to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/2(e)(1) -(5) because of annexation of the ANNEXATION PROPERTY to the City. Those costs are estimated to be \$5,203.92 ("Estimated FPD Amount"). Said Estimated FPD Amount shall be paid by the OWNER AND DEVELOPER prior to recordation of the ordinance approving annexation of the ANNEXATION PROPERTY and prior to recordation of this Agreement. If it is determined that any amount in excess of the Estimated FPD Amount is due (a "Final FPD Amount") said Final FPD Amount shall be paid by the OWNER AND DEVELOPER prior to recordation of the final plat of subdivision for the Subject Property. Notwithstanding the foregoing, if the OWNER AND DEVELOPER fails to pay in full either the Estimated FPD Amount or any Final FPD Amount, OWNER AND DEVELOPER shall remain liable for such payment, including interest thereon at a rate of eighteen percent (18%) per annum or the highest applicable legal rate, if any, whichever is less, and the City shall be entitled to withhold occupancy permits for the SUBJECT PROPERTY until such payment is made in full. The provisions of this Section S3.2 shall survive the expiration of this Agreement.

**S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.**

**IF TO THE CITY:**

City Clerk, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**WITH COPIES TO:**

City Attorney, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**IF TO THE OWNER AND DEVELOPER:**

Nick Stanitz  
1807 S. Washington Street, Suite 110  
Naperville, IL 60565

**WITH COPIES TO:**

Len Monson, Attorney

Kuhn, Heap & Monson  
552 S. Washington St., Suite 100  
Naperville, IL 60540

**S5.0 FIRE CODES AND REGULATIONS.**

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

**S6.0 EMERGENCY ACCESS.**

S6.1 OWNER AND DEVELOPER agrees to construct, at OWNER AND DEVELOPER'S cost, two points of access for emergency vehicles when construction begins as approved by the City Engineer; said accesses will be maintained until the internal roadways for the SUBJECT PROPERTY have been completed by the OWNER AND DEVELOPER and approved by the City Engineer. Said emergency accesses shall consist of a hard surface with binder course and a minimum structural number of 2.36.

**S7.0 PLAT APPROVAL.**

S7.1 In lieu of the provisions of the CITY'S ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary Plat of Subdivision for the Clow Creek Farm Addition prepared by Roake and Associates, Inc., dated October 8, 2017, last revised February 12, 2018, attached hereto and incorporated herein by reference as **EXHIBIT B**, the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary Plat for the SUBJECT PROPERTY as defined in the ordinances of the CITY. Such preliminary approval shall be valid for a period of five (5) years from the EFFECTIVE DATE of this Agreement unless a final plat is recorded prior to the expiration of said five (5) period. All final plats and supporting data shall be submitted in accordance with said development and Subdivision Control Regulation provisions.

**S8.0 REQUIRED RIGHT-OF-WAY DEDICATION.**

S8.1 The OWNER AND DEVELOPER agrees to dedicate to the CITY, at no cost to the CITY, the following rights-of-way adjacent to the SUBJECT PROPERTY as described below and depicted on the Preliminary Plat of Subdivision attached hereto as



**EXHIBIT B.** Said dedications shall be made part of the final subdivision plat for the SUBJECT PROPERTY.

- i. **Book Road:** Fifty foot (50') wide right-of-way on the west side of the roadway.
- ii. **103<sup>rd</sup> Street:** Forty foot (40') wide right-of-way on the south side of the roadway.

**S9.0 SCHOOL AND PARK DONATIONS.**

S9.1 OWNER AND DEVELOPER agrees to abide by the school and park donation ordinances of the CITY, as amended from time to time. All school and park donation requirements for the SUBJECT PROPERTY shall be met by the appropriate cash-in-lieu contribution as set forth in the school and park donation ordinances of the City, as amended from time to time. OWNER AND DEVELOPER acknowledges that the school and park donation established herein is done so pursuant to City of Naperville Ordinance and Code provisions and agrees that payment of said amount shall not be paid under protest.

S9.2 If the OWNER AND DEVELOPER chooses to provide a lump sum payment to meet all school and park donation requirements for the SUBJECT PROPERTY prior to recordation of the final subdivision plat for the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall receive a school and park donation credit for the three (3) three-bedroom single-family residences that are currently located on the SUBJECT PROPERTY. No school and park donation credit shall be given for the SUBJECT PROPERTY if the OWNER AND DEVELOPER chooses to pay for the required school and donation prior to issuance of each building permit.

**S10.0 EXISTING STRUCTURES.**

S10.1 All existing structures located on the SUBJECT PROPERTY shall be demolished prior to recordation of this Agreement. The OWNER AND DEVELOPER shall provide written notice to the City Attorney and the City's Zoning Administrator within seven (7) days of completion of the demolition. The OWNER and DEVELOPER shall defend, indemnify, and hold the CITY harmless for any error or omission in recording, or failing to record, this Agreement as provided herein.

### **S11.0 SIDEWALKS.**

S11.1 The OWNER AND DEVELOPER shall pay to the CITY a Sidewalk Improvement Fee in the amount of \$16,683.03 (427.77 feet of frontage on 103<sup>rd</sup> Street at \$39 per lineal foot), which is the proportionate cost for the sidewalk improvements to be made adjacent to the SUBJECT PROPERTY on 103<sup>rd</sup> Street. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S11.2 The OWNER AND DEVELOPER agrees to install a five-foot (5') wide public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the full frontage of the SUBJECT PROPERTY on the west side of Book Road and extend said sidewalk from the SUBJECT PROPERTY's south boundary line to the existing public sidewalk on Wicklow Road (hereinafter "Book Road Sidewalk"). The Book Road Sidewalk shall be installed by the OWNER AND DEVELOPER and approved by the City Engineer prior to issuance of the first final occupancy permit for the SUBJECT PROPERTY or within three (3) years after the EFFECTIVE DATE of this Agreement, whichever comes first. Said timeframe may be modified by written approval of the City Engineer.

S11.3 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, along both sides of all public right-of-way internal to the SUBJECT PROPERTY. All sidewalk internal to the development of the SUBJECT PROPERTY shall be installed prior to issuance of a final occupancy permit for each residential lot within the SUBJECT PROPERTY. Notwithstanding the foregoing, the City Engineer, at his sole discretion may require completion of all sidewalks, or some portion thereof, within three (3) years of the EFFECTIVE DATE of this Agreement.

S11.4 The provisions of this Section S11.0 shall survive the expiration of this Agreement.

### **S12.0 PRIVATE TRAILS.**

S12.1 The OWNER AND DEVELOPER agrees to install six foot (6') wide asphalt trails along the creek and in the detention pond area on the SUBJECT PROPERTY at the OWNER AND DEVELOPER'S sole cost as generally depicted on the Preliminary Planned Unit Development Plat prepared by Kimly-Horn Associates, Inc., dated October 9, 2017, last revised February 15, 2018 attached hereto as **EXHIBIT E**

(herein "Private Trails"). Design of said Private Trails shall be included in the final engineering plans for the SUBJECT PROPERTY and subject to the review and approval of the City Engineer. Said Private Trails Path shall be constructed by the OWNER AND DEVELOPER and approved by the City Engineer within two (2) years after the EFFECTIVE DATE of this Agreement. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. In the event that said Private Trails are not constructed and approved within said two (2) year timeframe, or any approved extension of that timeframe, the CITY shall have the right to withhold issuance of further temporary or final occupancy permits for the SUBJECT PROPERTY.

S12.2 The Private Trails shall at all times be operated, repaired, reconstructed, and maintained in good condition ("Repair, Maintenance, and Operation Obligations for the Private Trails"). The OWNER AND DEVELOPER shall pay for and be responsible for the Repair, Maintenance, and Operation Obligations for the Private Trails. Notwithstanding the foregoing, by a covenant drafted by the OWNER AND DEVELOPER and approved by the City Attorney, which approval shall not be unreasonably withheld, the OWNER AND DEVELOPER may impose the Private Trail Obligations upon a homeowner's association created by the OWNER AND DEVELOPER for the SUBJECT PROPERTY once that homeowner's association is fully operational. Said covenant shall be recorded with the Will County Recorder's Office prior to conveyance of any portion of the SUBJECT PROPERTY.

S12.3 The provisions of this Section S12.0 shall survive the expiration of this Agreement.

### **S13.0 103<sup>RD</sup> STREET IMPROVEMENTS.**

S13.1 The OWNER AND DEVELOPER agrees to, at its sole cost, design and improve the south side of 103<sup>rd</sup> Street located between the SUBJECT PROPERTY's west boundary line and the Clow Creek culvert, which improvements shall include, but not be limited to, pavement widening to match the width of 103<sup>rd</sup> Street to the west of the SUBJECT PROPERTY, pavement striping, and installation of storm sewer, curbs and gutters, and street lights (hereinafter referred to as "103<sup>rd</sup> Street Improvements"). Design and engineering for the 103<sup>rd</sup> Street Improvements shall be included in the final engineering plans for the SUBJECT PROPERTY and shall be subject to the review and

approval by the City Engineer. The 103<sup>rd</sup> Street Improvements shall be fully completed by the OWNER AND DEVELOPER and approved by the City Engineer, prior to issuance of the first temporary or final occupancy permit for the SUBJECT PROPERTY. In the event that said 103<sup>rd</sup> Street Improvements are not completed as set forth above, the CITY shall have the right to withhold issuance of any temporary or final occupancy permits for the SUBJECT PROPERTY.

S13.2 The provisions of this Section 13.0 shall survive the expiration of this Agreement.

**S14.0 EFFECTIVE DATE.**

S14.1 The effective date ("EFFECTIVE DATE") of this Agreement shall be the date on which this Agreement, and the ordinance approving this Agreement, are recorded with the Will County Recorder. If said ordinance and this Agreement are not recorded within twelve (12) months of passage of the ordinance approving this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

~ SIGNATURES ON FOLLOWING PAGE ~

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the  
EFFECTIVE DATE set forth on page 1 hereof.

**CITY OF NAPERVILLE**

Attest

By: \_\_\_\_\_

Steve Chirico  
Mayor

By: \_\_\_\_\_

Pam Gallahue, Ph.D.  
City Clerk

State of Illinois )

)

County of DuPage )

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam  
Gallahue, Ph.D. City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

-seal-

**OWNER**

Nick Stanitz

1807 S. Washington Street, Suite 110

Naperville, IL 60565

Attest

By: \_\_\_\_\_

[name]

[title]

By: \_\_\_\_\_

[name]

[title]

State of Illinois )

)

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_, and \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

-seal-

**DEVELOPER**

Nick Stanitz

1807 S. Washington Street, Suite 110

Naperville, IL 60565

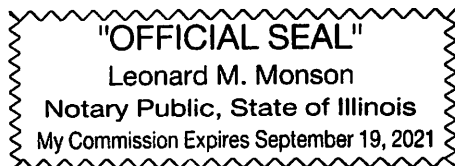
By: Nick Stanitz  
[name] NICK STANITZ  
[title] MANAGING PARTNER

Attest  
By: Rose Zahn  
[name] Rose Zahn  
[title] Project Mgr.

State of Illinois )

County of DuPage )

The foregoing instrument was acknowledged before me by NICK STANITZ,  
and ROSE ZAHN,  
this 5<sup>th</sup> day of MARCH, 2018.



Leonard M. Monson  
Notary Public

-seal-

This instrument was prepared by The City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540.



## **LEGAL DESCRIPTION FOR CLOW CREEK FARM ADDITION SUBDIVISION**

PIN NUMBERS: PIN: 07-01-15-200-012-0010  
07-01-15-200-012-0020

THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF CLOW CREEK FARM P.U.D. UNIT NO 1 RECORDED AS DOCUMENT NO R95-17409 AND LYING EAST OF THE EAST LINE OF CLOW CREEK FARM P.U.D. UNIT 2 RECORDED AS DOCUMENT NO R95-101207, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 662.50 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 22 SECONDS WEST, 340.09 FEET TO THE CENTERLINE OF AN UNNAMED CREEK (THE FOLLOWING TEN (10) COURSES ARE ALONG THE CENTERLINE OF SAID CREEK), THENCE NORTH 05 DEGREES 30 MINUTES 57 SECONDS WEST, 10.61 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 29 SECONDS WEST, 11.52 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 02 SECONDS WEST, 136.97 FEET; THENCE NORTH 68 DEGREES 55 MINUTES 17 SECONDS WEST, 27.93 FEET; THENCE NORTH 50 DEGREES 08 MINUTES 43 SECONDS WEST, 62.29 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 44 SECONDS WEST, 55.03 FEET, THENCE NORTH 24 DEGREES 55 MINUTES 05 SECONDS WEST, 45.34 FEET, THENCE NORTH 16 DEGREES 37 MINUTES 48 SECONDS WEST, 62.19 FEET, THENCE NORTH 12 DEGREES 33 MINUTES 00 SECONDS WEST, 155.33 FEET; THENCE NORTH 28 DEGREES 17 MINUTES 01 SECONDS WEST, 37.22 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, 262.76 FEET TO THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50 SECONDS EAST ALONG SAID NORTH LINE, 676.36 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THAT NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 89 DEGREES 12 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 676.36 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY DOCUMENT R93-46458; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY CONVEYED BY SAID DOCUMENT 262.76 FEET TO THE CENTER LINE OF AN UNNAMED CREEK (THE FOLLOWING NINE (9) COURSES ARE ALONG THE CENTER LINE OF SAID CREEK), THENCE NORTH 28 DEGREES 17 MINUTES 01 SECONDS WEST, 4.97 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 01 SECONDS WEST, 38.12 FEET; THENCE NORTH 40 DEGREES 54 MINUTES 01 SECONDS WEST, 57.49 FEET; THENCE NORTH 73 DEGREES 40 MINUTES 57 SECONDS WEST, 73.92

FEET; THENCE NORTH 70 DEGREES 52 MINUTES 31 SECONDS WEST, 59.09 FEET;  
THENCE NORTH 60 DEGREES 39 MINUTES 34 SECONDS WEST, 47.08 FEET, THENCE  
NORTH 50 DEGREES 57 MINUTES 07 SECONDS WEST 55.27 FEET; THENCE NORTH 25  
DEGREES 39 MINUTES 06 SECONDS WEST 23.42 FEET; THENCE NORTH 00 DEGREES  
27 MINUTES 02 SECONDS WEST, 67.61 FEET TO THE NORTH LINE OF THE  
NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 12 MINUTES 50  
SECONDS EAST ALONG SAID NORTH LINE 282.33 FEET TO THE POINT OF  
BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PRELIMINARY PLAT OF SUBDIVISION FOR CLOW CREEK FARM ADDITION NAPERVILLE, ILLINOIS

OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS



LOCATION MAP N.T.S.

Table with 2 columns: EASEMENT LEGEND and BOUNDARY DIMENSION TABLE. The legend lists various easements like 10' WATERMAIN, 15' ELECTRIC, etc. The boundary table lists lot numbers and dimensions.



LEGAL DESCRIPTION: THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING PART OF THE THIRP...

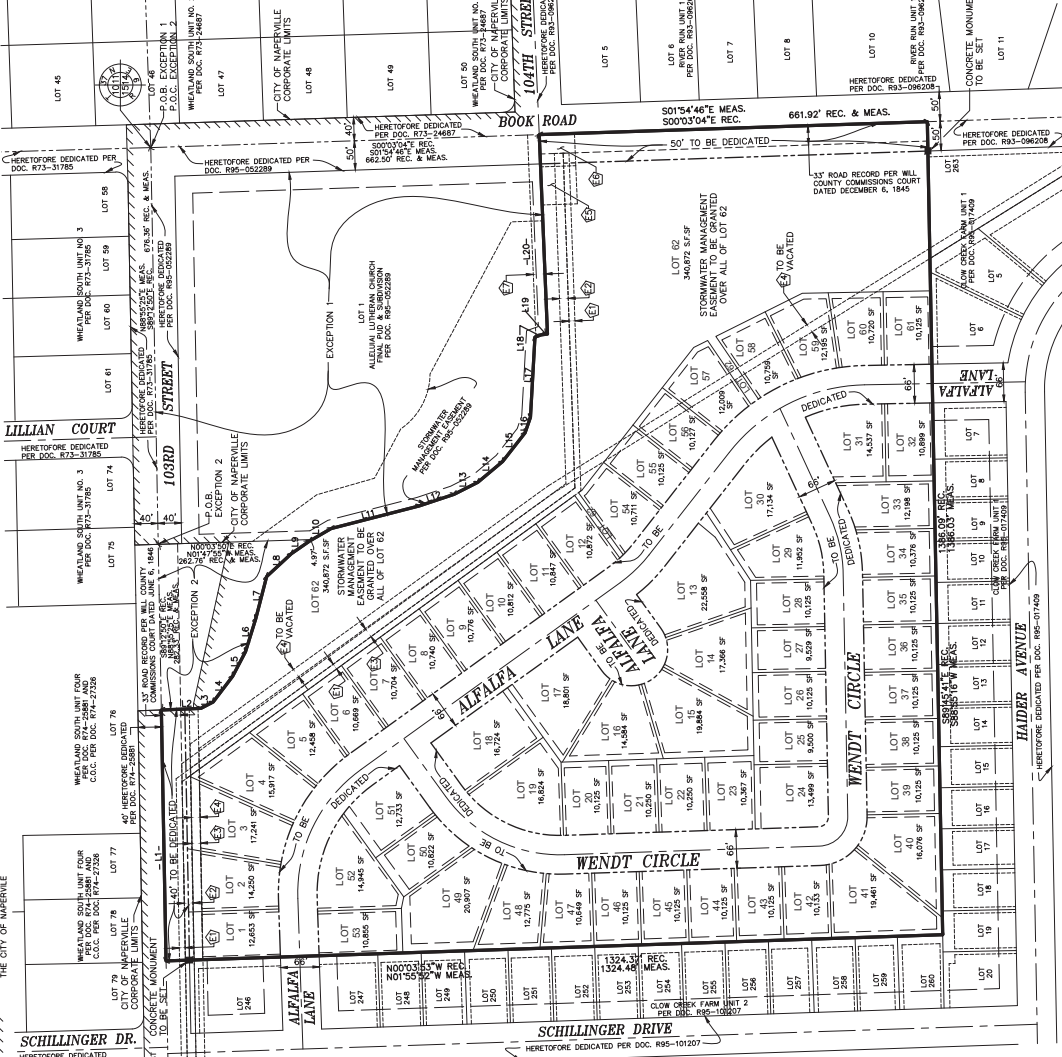


Table with 2 columns: LINE TYPE and LEGEND. It defines symbols for various features like subdivision boundary, lot line, center line, etc.

Table with 2 columns: SITE DATA and PROPOSED EASEMENT AREA. It provides details about the site and the proposed easements.

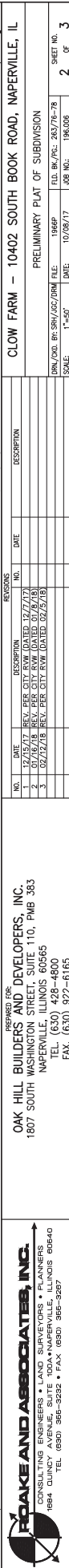
Table with 2 columns: PROPOSED EASEMENT AREA and EXISTING EASEMENT AREA. It lists the areas for various easements like watermain, storm sewer, etc.

- NOTES: 1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. 2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS. 3. ALL EASEMENTS DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLAT.

POAKE AND ASSOCIATES, INC. CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS 1884 CLUNY AVENUE, SUITE 100 NAPERVILLE, ILLINOIS 60563

OAK HILL BUILDERS AND DEVELOPERS, INC. 1807 SOUTH WASHINGTON STREET SUITE 110, PHB 353 NAPERVILLE, ILLINOIS 60565

Table with 4 columns: NO., DATE, DESCRIPTION, and REFERENCE. It contains a list of references for the plat.







**LEGAL DESCRIPTION FOR CLOW CREEK FARM ADDITION  
ANNEXATION PROPERTY**

PIN NUMBER: 07-01-15-200-012-0010

**PARCEL A:**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;  
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, HAVING A BEARING OF SOUTH 01 DEGREES 54 MINUTES 46 SECONDS EAST, A DISTANCE OF 1324.42 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF CLOW CREEK FARM P.U.D. UNIT NO 1 RECORDED AS DOCUMENT R95-17409; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 179.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, HAVING A BEARING OF SOUTH 88 DEGREES 55 MINUTES 16 SECONDS WEST TO THE EAST LINE OF CLOW CREEK FARM P.U.D. UNIT 2 RECORDED AS DOCUMENT R95-101207, A DISTANCE OF 1206.19 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE 300 FEET ANNEXATION CORRIDOR RECORDED AS DOCUMENT R92-103131, A DISTANCE OF 969.46 FEET; THENCE (ALONG SAID SOUTH LINE OF A 300 FOOT ANNEXATION CORRIDOR THE FOLLOWING 3 COURSES) NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 396.20 FEET; THENCE SOUTH 77 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 161.37 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 1146.25 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

**PARCEL B:**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;  
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, HAVING A BEARING OF SOUTH 01 DEGREES 54 MINUTES 46 SECONDS EAST TO THE CENTERLINE OF 104TH STREET, A DISTANCE OF 662.50 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE NORTH LINE OF THE 300 ANNEXATION CORRIDOR RECORDED PER DOCUMENT R92-103131, A DISTANCE OF 237.96 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE TO A POINT 33 FEET WEST OF THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 417.17 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SECTION 15, HAVING A BEARING OF NORTH 01 DEGREES 54 MINUTES 46 SECONDS

WEST, A DISTANCE OF 344.49 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;  
THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,  
HAVING A BEARING OF SOUTH 88 DEGREES 55 MINUTES 25 SECONDS WEST, A  
DISTANCE OF 958.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02  
DEGREES 18 MINUTES 47 SECONDS EAST TO A POINT ON THE NORTH LINE OF  
THE 300 ANNEXATION CORRIDOR RECORDED PER DOCUMENT R92-103131, A  
DISTANCE OF 55.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS  
WEST ALONG SAID NORTH LINE, A DISTANCE OF 428.14 FEET; THENCE NORTH 01  
DEGREES 55 MINUTES 52 SECONDS WEST TO A POINT ON THE NORTH RIGHT OF  
WAY OF 103RD STREET AS DEDICATED PER WHEATLAND SOUTH UNIT FOUR  
SUBDIVISION RECORDED AS DOCUMENT R74-25881 WITH CERTIFICATE OF  
CORRECTION RECORDED AS DOCUMENT R74-27326, A DISTANCE OF 94.99 FEET;  
THENCE NORTH 88 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID NORTH  
RIGHT OF WAY LINE, A DISTANCE OF 427.77 FEET; THENCE SOUTH 02 DEGREES 18  
MINUTES 47 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF  
BEGINNING, ALL IN WILL COUNTY, ILLINOIS.









GRAPHIC SCALE IN FEET  
0 75 150 300

### LEGEND



NAPERVILLE MUNICIPAL  
CORPORATE BOUNDARY



CURRENT PROPERTY  
WITHIN CITY LIMITS

**Kimley»Horn**

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
11001 WARENEVILLE ROAD, SUITE 200, LITTLE ROCK, AR 72202  
PHONE: 501-487-5550 WWW.KIMLEY-HORN.COM

PROPERTY EXHIBIT

CLOW CREEK FARM ADDITION

SHEET NUMBER  
1 of 1

EXHIBIT C

**Marilyn L. Schweitzer**  
Naperville, Illinois 60540

March 4, 2018

Naperville City Council  
1400 South Eagle Street  
Naperville, Illinois 60540

Dear Mayor Chirico and Council members:

The September 2016 Streetscape Pilot Project in front of 16 W. Jefferson coupled with the 2017 Outdoor Seating Permits on the public way with liquor service has diminished

- public access to streetscape amenities
- wayfaring designations at the mid-block crosswalk
- pedestrian egress between the mid-block crosswalk and paseo.

I doubt this was intentional and hope the 2018 site plans will be adjusted to allow clear pedestrian egress between the mid-block crosswalk and paseo as well as allowing a portion of the new streetscape amenities to be available to all downtown customers. There would be no expense to the city, no expense to the business owner, and limited reduction to the patron-only seating area on the public way.

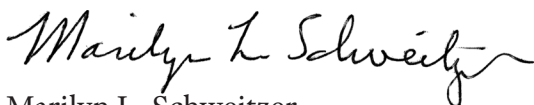
*Figure 1* and *Figure 2* are photographs taken last September that illustrate the diminished crosswalk and blocked access. I suggest that the table and chairs in the public way between the mid-block crosswalk and paseo be removed and that the barrier altered as to not extend west of the storefront. This would not effect the seating area in front of the building and is consistent with the Streetscape Pilot Project intention.

*Figure 3* is a depiction of the Streetscape Pilot Project in front of 16 W. Jefferson from the September 26, 2016 Manager's Memorandum. There are no tables nor chairs in the sidewalk between the paseo and mid-block crosswalk. Space is left for pedestrians coming from the paseo adjacent to 15 W. Jefferson to cross Jefferson mid-block, gain access to the southern sidewalk or enter the paseo adjacent to 16 W. Jefferson. All downtown customers may use the bench that is aligned north-to-south near 18 W. Jefferson. The arrangement of tables and chairs in *Figure 3* is consistent with the Restaurant Association's recommendation that an outdoor seating area be aligned with the permit holder's storefront. It is also consistent with the poles installed to hang outdoor lighting along the seating area. (Note: the bench, tables, and chairs that are aligned east-to-west in front of 16 W. Jefferson were intended to be available to all downtown customers. However, the barrier required for liquor service limits this space to patrons of 16 W. Jefferson.)

*Figure 4* and *Figure 5*, from the 2010 Downtown Naperville Survey by Granacki Historic Consultants, shows this pedestrian passage more visibly marked and less obstructed for pedestrians. While the new brick pavers and concrete sidewalks are definite improvements for pedestrian safety, the blocked access is not.

If a permit is requested for outdoor seating at 16 W. Jefferson, I hope that the area in front of the paseo will remain open for the safety and enjoyment of all downtown customers and pedestrians.

Sincerely,



Marilyn L. Schweitzer





Figure 1: 16 W Jefferson photographed 9/27/2017 from 15 W Jefferson looking south



Figure 2: 16 W Jefferson photographed 9/27/2017 from the adjacent paseo looking north





Figure 3: 16 W Jefferson from the 9/26/2016 Manager's Memorandum Streetscape Pilot Project



Figure 4 & 5: 16 W Jefferson from the 2010 Downtown Naperville Survey by Granacki Historic Consultants

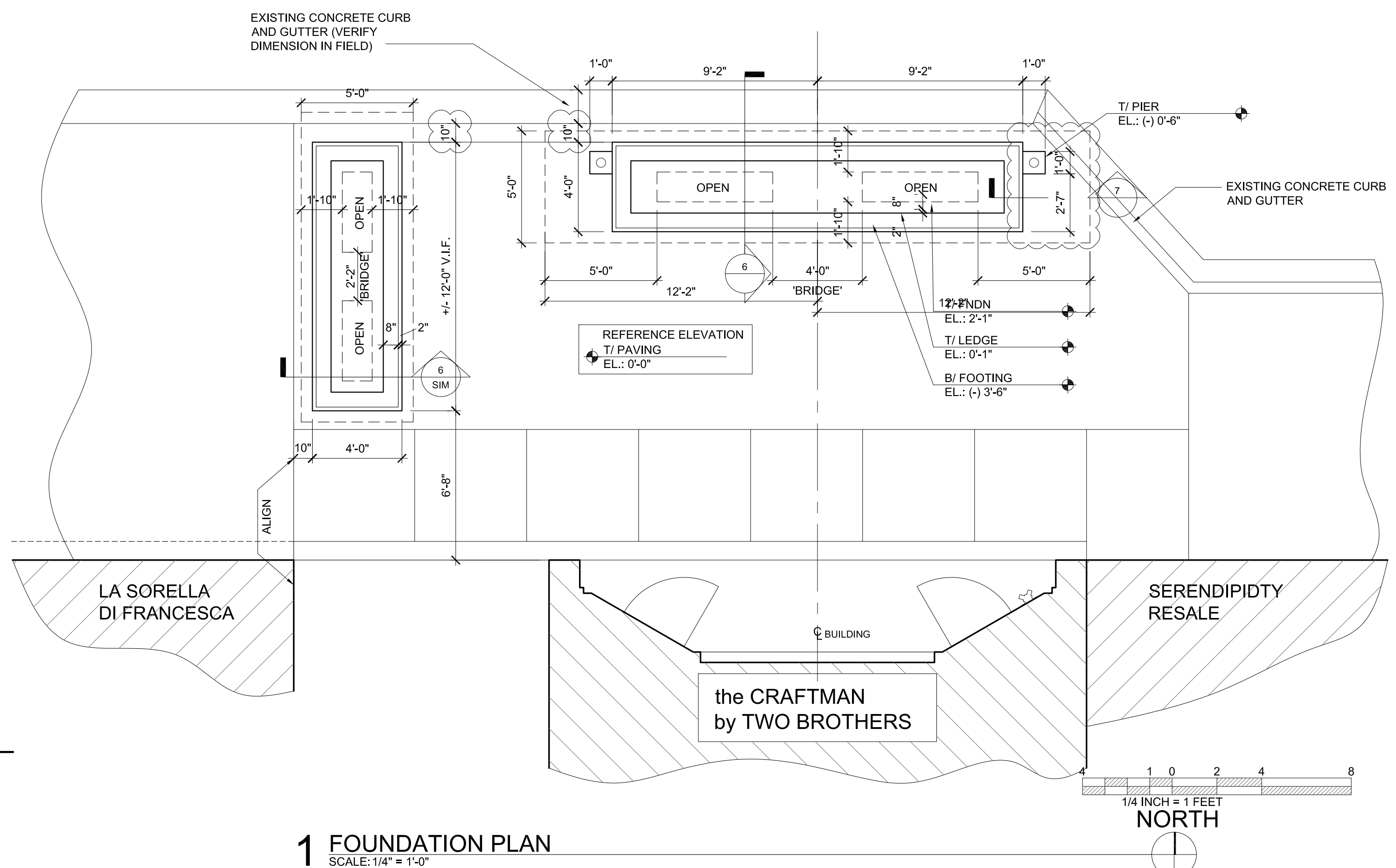
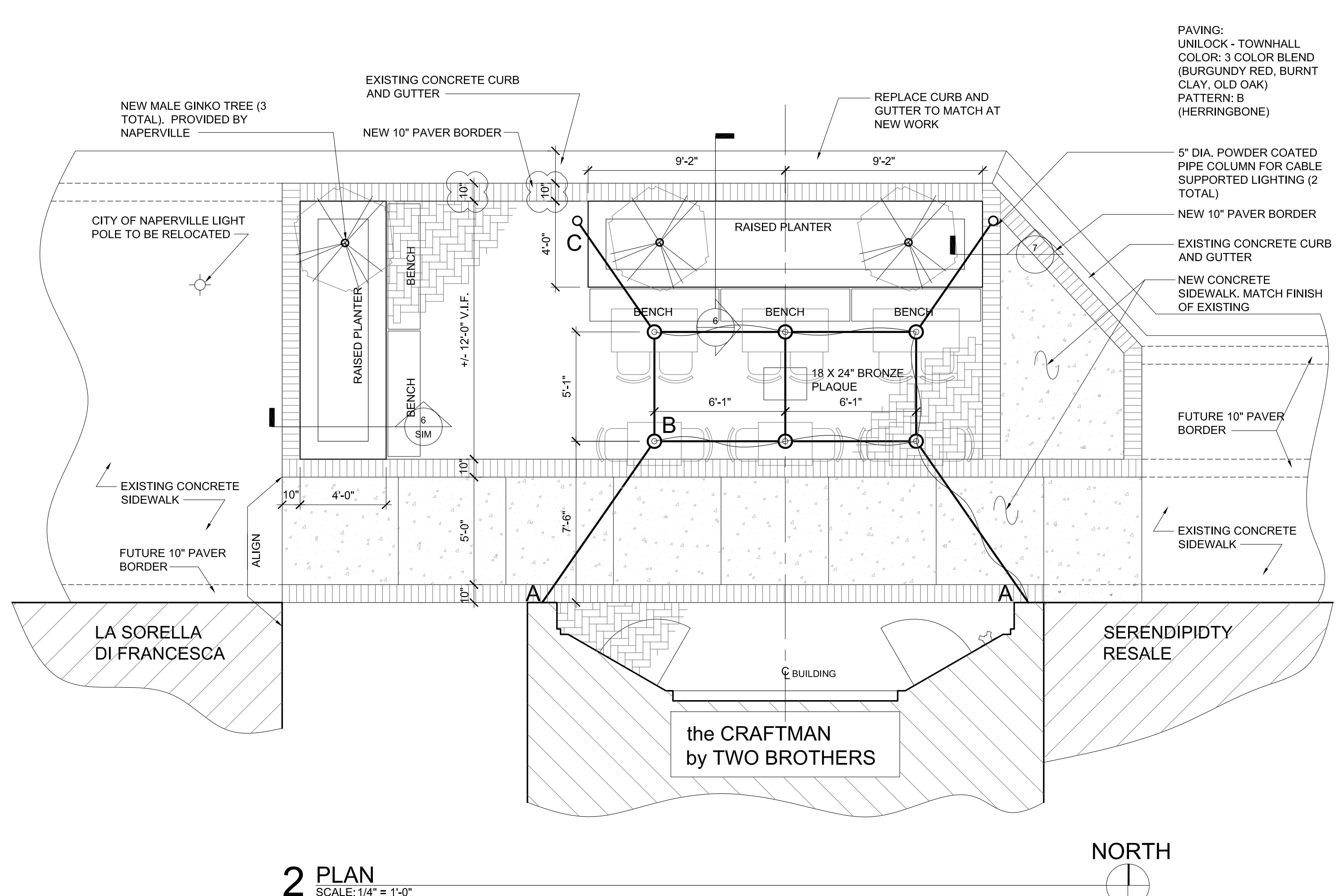
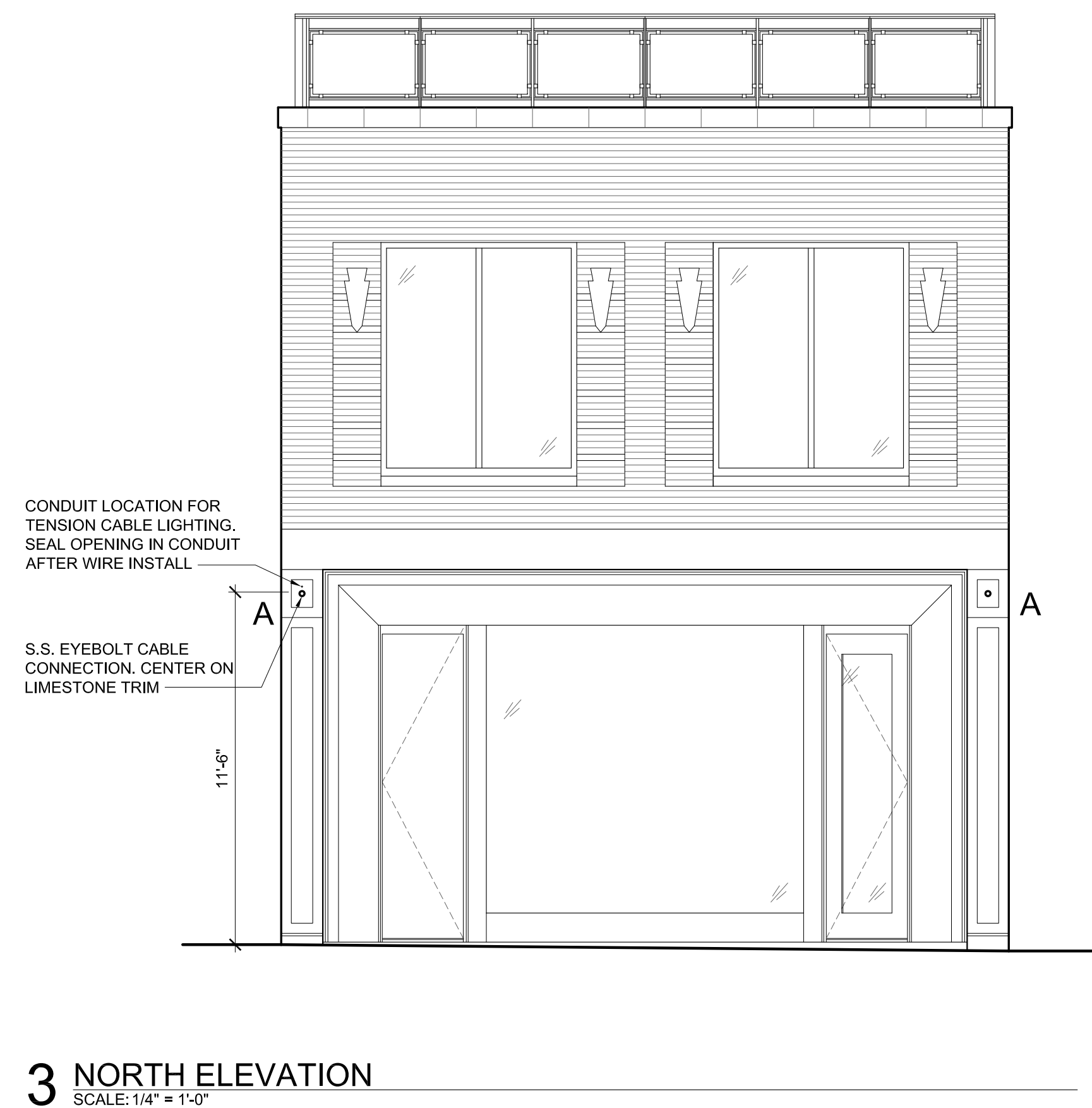
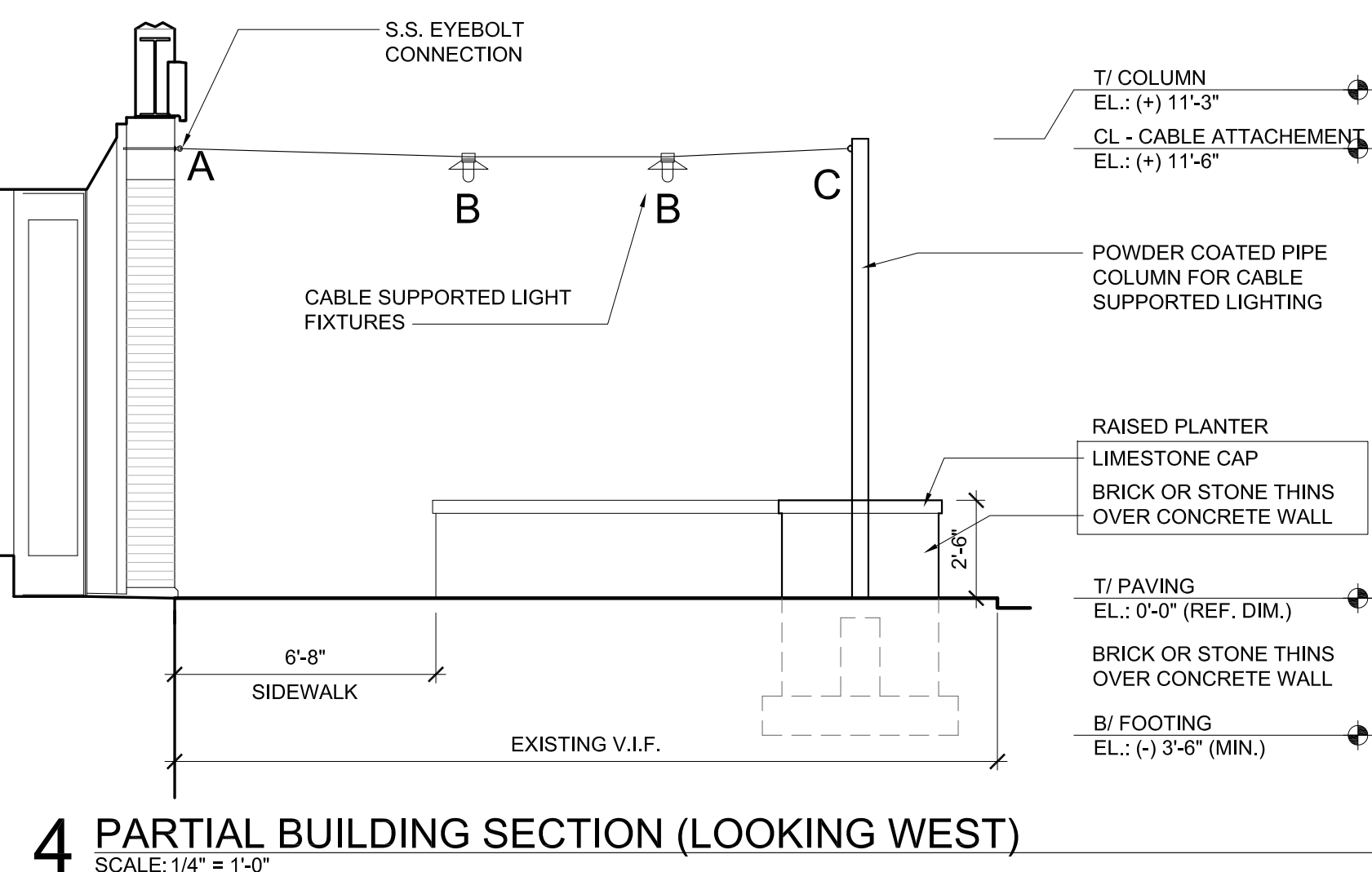
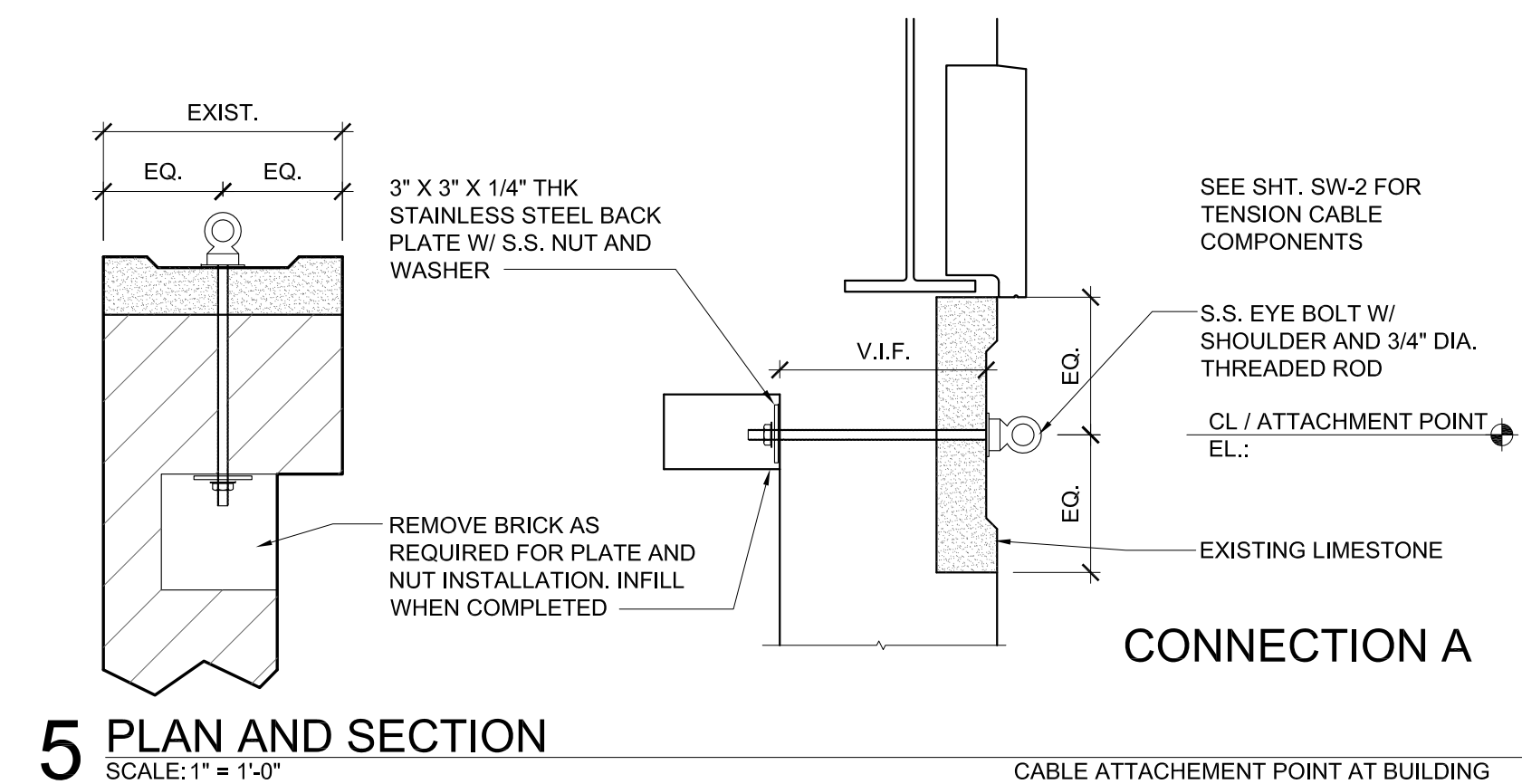
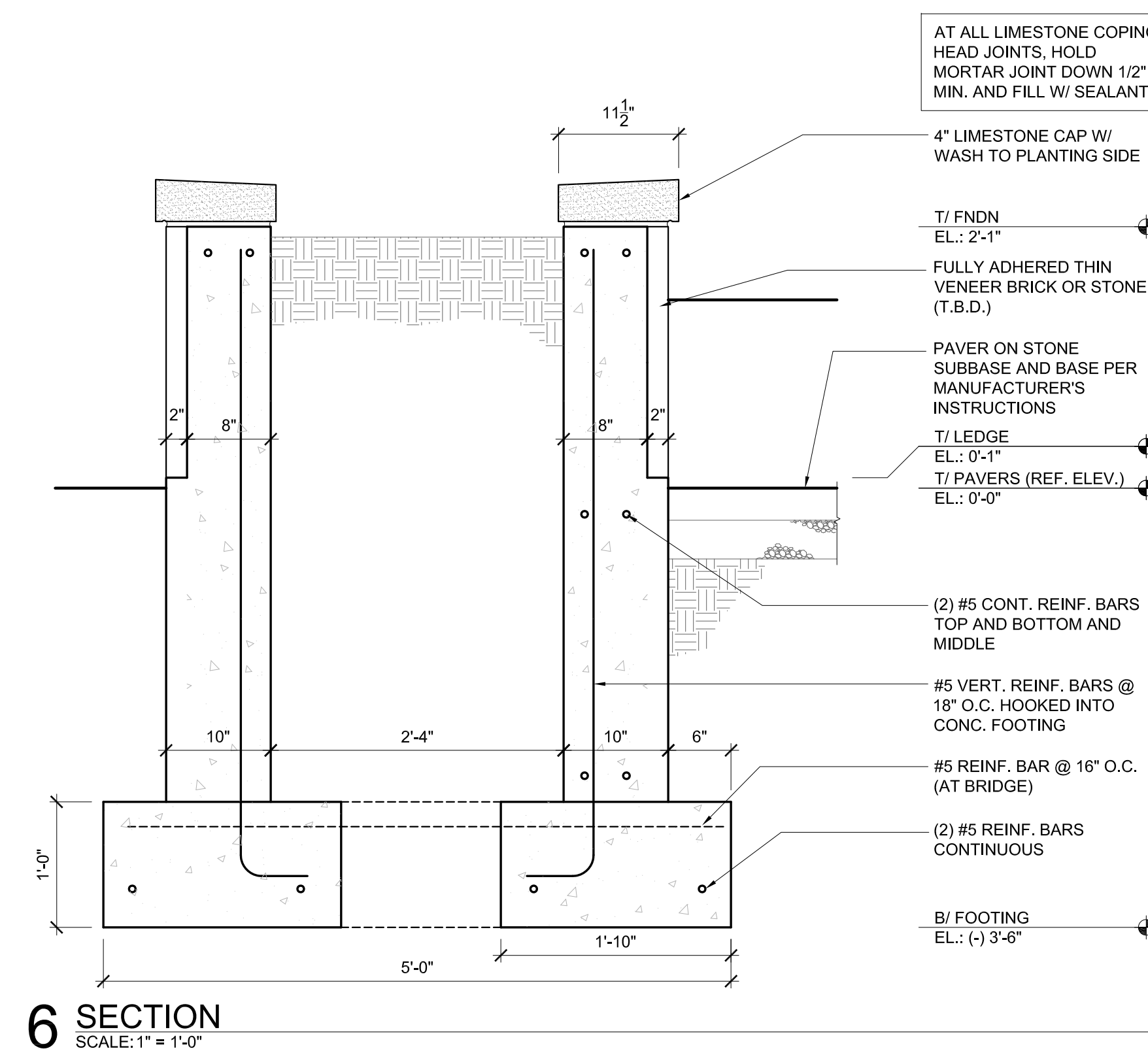
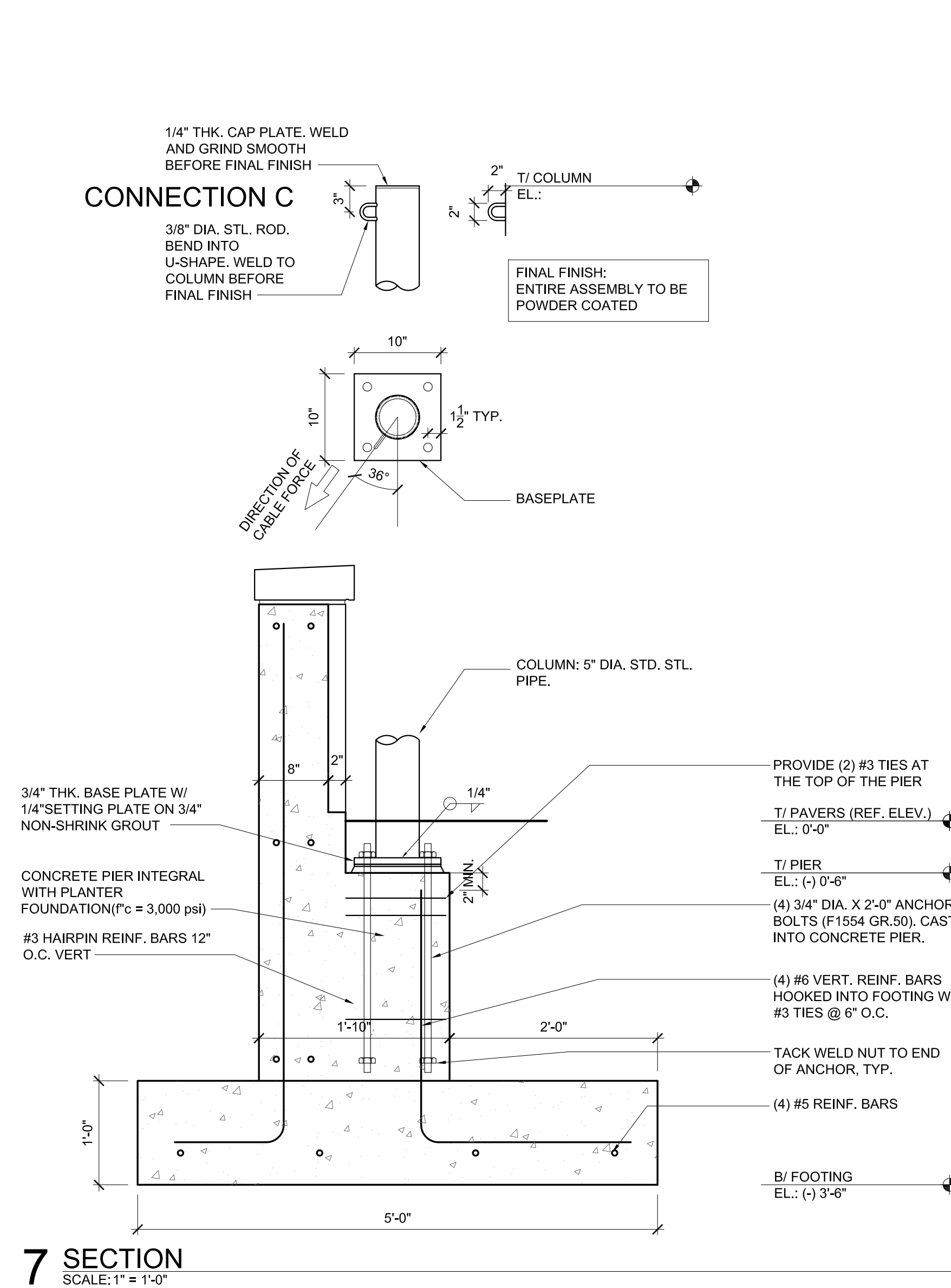




ATTACHMENT 1

ELEMENTS





THE STRUCTURAL SHOP, LTD  
9601 RIVER STREET SCHILLER PARK, IL 60176  
847.349.1099 TEL 847.349.1098 FAX

**BUILDING ENGINEERING SYSTEMS, LLC**  
444 N WELLS STREET SUITE 501 CHICAGO, IL 60610  
312.836.0595 TEL 312.836.0596 FAX

PROJECT NAME: the CRAFTSMAN

PROJECT ADDRESS: 16 W. JEFFERSON AVE, NAPERVILLE, ILLINOIS 60540

---


DRAWING TITLE: SIDEWALK

ISSUED FOR:	SIDEWALK PERMIT
DATE:	08.22
DRAWN BY:	KS, W

ELEMENTS ARCHITECTURAL GROUP, INC  
205 SUPERIOR STREET OAK PARK, IL 60302  
www.elementsarchitects.com 708.848.4750

I CERTIFY THAT THESE PLANS  
WERE PREPARED UNDER MY  
DIRECT SUPERVISION AND TO  
THE BEST OF MY KNOWLEDGE  
CONFORM TO THE BUILDING  
CODES OF THE ADDRESS  
JURISDICTION

\_\_\_\_\_  
WILLIAM NEIL SCHOLTENS  
ILLINOIS LICENSE 001-019492  
EXPIRES 11/30/2016


**SW-1**