

APPROVED 2/27/06

**UNITED CITY OF YORKVILLE
COMMITTEE OF THE WHOLE
Council Chambers
Tuesday, December 19, 2006 – 7:00 pm**

In Attendance:

City

Art Prochaska - Mayor	Travis Miller – Community Development Director
Rose Spears – Alderman	John Crois – Interim City Administrator
Dean Wolfer – Alderman	David Mogle – Executive Director Parks & Rec.
Paul James – Alderman	Eric Dhuse – Director Public Works
Jason Leslie – Alderman	Bart Olson – Assistant City Administrator
Jim Bock – Alderman	Bill Powell - Treasurer
Valerie Burd – Alderman	John Wyeth – City Attorney
	Joe Wywrot – City Engineer

Others in Attendance

Kathy Farren – *Kendall County Record*
Lynn Dubajic – Director Economic Development
Todd Milliron
Mike Schoppe
Court Reporter
(Many others who did not sign guest list)

Mayor Art Prochaska called the meeting to order at 7pm. He entertained a motion to enter into Public Hearing. Alderman Bock and Spears, respectively, moved and seconded to enter into Public Hearing. Carried unanimously on a roll call vote;

Leslie – aye Wolfer – aye James – aye Burd – aye Spears – aye Bock - aye

PUBLIC HEARING:

Edward Health Ventures filed an application for rezoning at Route 71 and Route 126. (Refer to Court Reporter's report.)

Lance Devries, 1701 Candleberry Lane, Yorkville gave comment during this Public Hearing and presented photos he had taken. These photos are to become part of the official minutes of this meeting.

At the conclusion of the Hearing, Mayor Prochaska asked for a motion to close Public Hearing. Alderman Bock moved and Alderman Wolfer seconded to close the Hearing. Motion carried unanimously on a roll call vote:

Bock – aye Spears – aye Burd – aye James – aye Wolfer – aye Leslie – aye

Attorney Dan Kramer asked that this item be placed on a Council Meeting agenda in January for a final vote. The Public Hearing ended at 7:30pm.



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

AGENDA
ECONOMIC DEVELOPMENT COMMITTEE
PUBLIC WORKS COMMITTEE
COMMITTEE OF THE WHOLE

Tuesday, December 19, 2006

7:00 p.m.

City Conference Room

Public Hearing:

1. PC 2006-84 and 2006-85 Edward Health Ventures, an Illinois Not-For-Profit Corporation, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois requesting rezoning from United City of Yorkville R-2, R-4, B-1 and M-1 to United City of Yorkville PUD zoning to allow uses permitted in the B-3 Service Business District, and R-2 One Family Residence District and for hearing as to the Concept PUD plan of Petitioner. The real property consists of approximately 100 acres at the west corner of the intersection of Route 71 and Route 126, Yorkville, Kendall County, Illinois.

Economic Development Committee:

1. Discuss Committee Liaisons
2. EDC 2006-33 Building Permit Reports for November 2006
3. PC 2006-76 Milazzo – Annexation and Rezoning
4. PC 2006-65 Beaver Street/Route 47 – Rezoning
5. PC 2006-82 Grande Reserve Unit 25 – Preliminary Plat
6. PC 2006-83 Grande Reserve Unit 26 – Preliminary Plat
7. PC 2006-87 Grande Reserve Unit 27 – Preliminary Plat
8. PC 2006-81 Hudson Lakes Unit 1 – Final Plat
9. EDC 2006-34 Fee Waiver Request – Horve
10. EDC 2006-35 Sunflower Estates SSA Request
11. PC 2006-94 Blackberry Woods Annexation - .076 Correction
- 12. EDC 2006-36 Centex Raymond Regional Outfall Funding Agreement

services provided. Alderman Wolfer voiced his approval and said this is what economic incentives are for. Alderman Bock echoed that opinion and said it is not another strip mall.

The connection fees will be reduced to \$46,750 on a motion and placed on the consent agenda. The Council will also look at amending the ordinance at a future date.

(item #10 discussed earlier in agenda)

11. PC 2006-94 Blackberry Woods Annexation - .076 Correction

Surveyors had prepared a plat of Blackberry Woods and an error occurred resulting in .076 acres of land not being included in the annexation. This property is next to the PNA. The error was detected by the Engineering staff and an ordinance will correct this and bring the parcel into the City limits. This will move to the consent agenda.

→ **12. EDC 2006-36 Centex Raymond Regional Outfall Funding Agreement**

The City entered into an agreement regarding construction of the Raymond Regional Stormwater Facility outfall located near Galena Rd. and Rt. 47. This project is estimated to cost about \$1.2 million and a funding shortfall of \$325,000 was needed to complete the project. Centex agreed to make up this shortfall and is asking for certain considerations. They are being asked to dedicate the basin to the City and all but approximately a quarter of the property has been dedicated. In exchange for the funding, it was recommended that Centex be allowed to delay dedicating the remaining portion. Engineers said this delay would not have a negative impact on the project.

Alderman Spears asked if delays had been granted to any other partners of this agreement. Mr. Miller noted that the affected area is the basin, not the outfall and said these were two separate components. Mr. Crois summarized as follows: for the system to work, pipe needs to be put in. Since other partners (Ratos, Ocean Atlantic and Caledonia) have already contributed, Centex was asked for the additional funding. The money will be used for the pipe and the land purchase will be delayed until 2008. Mayor Prochaska asked if there is a guarantee that the City will obtain the rest of the land. The current landowner is concerned the remaining piece of land will not be purchased. Mr. Miller said the obligation of that land remains in the annexation agreement.

Fred Feinstein, Attorney for Centex Homes further clarified the situation. He said the \$325,000 is an additional donation. He made no assurances regarding the rest of the property, but Lacom (property owner) is a participant in the annexation agreement. Attorney Wyeth agreed this is in the annexation agreement and zoned properly.

Mr. Feinstein added that his client will enter into an agreement with the school district and that there are also some recapture issues to address. An amendment will be brought at a later date.

This moves to consent agenda.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Consultant	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>

City Council

Agenda Item Tracking Number
EDC 2006-36

City Council Agenda Item Summary Memo

Title: Centex Outfall Funding Agreement

City Council / COW / Committee Agenda Date: December 19, 2006

Synopsis: See attached staff report and draft agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

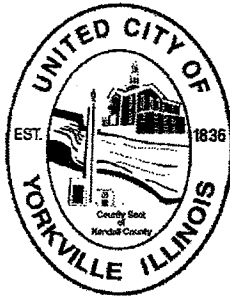
Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: <u>Travis Miller</u>	<u>Community Development</u>
Name	Department

Agenda Item Notes:



United City of Yorkville Memo

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-8545
Fax: 630-553-3436

Date: December 13, 2006

To: EDC/COW

From: Travis Miller, Community Development Director

CC: Lisa Pickering, Deputy Clerk

Subject: Raymond Regional Storm Water Outfall Funding Agreement

Background:

As you are aware, the City has entered into agreement with James Ratos, Ocean Atlantic and Wyndham Deerpoint to assist with funding and construction of the Raymond Regional Stormwater Facility outfall. The City has received bid from, and will enter into contract with, Wheaton Trenching to perform the outfall construction work totaling \$1,188,114.25. In addition to the construction cost for the outfall, construction engineering services are estimated at \$35,000 for the project totaling \$1,223,114.25. The funding contributions by Mr. Ratos and Ocean Atlantic total \$900,000, Wyndham Deerpoint has completed a segment of the facility and the remaining amount necessary to complete the project is estimated at \$323,114.25.

Centex has agreed to fund up to \$325,000 in order to complete this project. Of course this contribution will be recoverable to Centex as provided for in their Annexation Agreement. Centex is responsible to provide the City all of the land necessary to construct the Raymond Regional Stormwater Facility under the terms of the Annexation Agreement and make this land contribution at the request of the City. The City has requested this land and Centex has provided the City the necessary easements to begin constructing the facility for a portion of the area needed and have requested an extension for the remaining (eastern) portions (Popp parcels).

City staff and EEI have reviewed the phasing necessary to complete the stormwater facility and recommend the acquisition of the eastern portion of this area can be delayed to the spring of 2008 without a negative impact on the project nor the projects projected to benefit from it in this time period.

The attached funding agreement addresses the City's interests by obligating Centex to fund a portion of the Outfall facility necessary to begin operation of the stormwater basin facility and allows Centex a delay in acquiring the eastern portion of the property.

STATE OF ILLINOIS) DRAFT September 26, 2006
) REVISED December 13, 2006
COUNTY OF KENDALL) 2nd Revision December 13, 2006

**RAYMOND STORMWATER MANAGEMENT AND STORM SEWER
OUTFALL IMPROVEMENT AGREEMENT**

NOW COMES the United City of Yorkville, hereinafter referred to "CITY" and Centex Homes hereinafter referred to as "CENTEX", who in consideration of entering into this RAYMOND STORMWATER MANAGEMENT AND STORM SEWER OUTFALL IMPROVEMENT AGREEMENT ("Agreement") dated _____, 2006 agree to the following terms and conditions:

W I T N E S S E T H

WHEREAS, CITY is desirous of having constructed, on land that it owns or will acquire, the Raymond Regional Stormwater Management Facility (hereinafter "FACILITY") to serve the United City of Yorkville, various property owners, and an adjoining service area on a regionalized basis; and

WHEREAS, CITY has agreed to acquire certain real property described in the attached Exhibit "A" and any necessary easements appurtenant thereto for purposes of the construction of said Facility; and

WHEREAS, CITY will also construct the 'Raymond Outfall' (hereinafter "OUTFALL") from the FACILITY to the OUTFALL'S terminus as depicted on Exhibit "B"; and

WHEREAS, it is estimated that the cost of said OUTFALL and related appurtenances will be in excess of one million two-hundred thousand dollars and the CITY does not have financing in place to construct the same; and

WHEREAS, CENTEX owns real property which will benefit from the construction of the OUTFALL; and

WHEREAS the CITY has requested CENTEX pay \$325,000 for the construction and installation of the OUTFALL.

WHEREAS the CITY approved Ordinance 2005-36 Annexing Property and Approved an Annexation Agreement with CENTEX as "DEVELOPER" which, among other provisions, requires the DEVELOPER to contribute certain lands to the CITY at the time DEVELOPER becomes the owner of that land and to provide an easement for construction and operation of the FACILITY prior to the time the DEVELOPER becomes the owner at the CITY's request as described in the Annexation Agreement attached as Exhibit "A".

WHEREAS the CITY has requested CENTEX provide easements as described in attached Exhibit "B".

WHEREAS CENTEX has provided easements to a portion of the land requested by the CITY, which are the easements necessary to complete Phase One of the FACILITY and CENTEX has offered to make the contribution to the construction of the FACILITY and Outfall requested by the CITY in lieu of providing the easement as described in attached Exhibit "C."

NOW THEREFORE, in consideration of the mutual covenants, recitals and the mutual and reciprocal obligations hereinafter set forth the parties agree as follows:

1. The recitals herein contained are adopted herein and made an enforceable part of this Agreement.
2. That CENTEX shall deposit \$325,000 ("OUTFALL FUNDS") in an escrow account to be established by the OWNERS/DEVELOPERS within Thirty (30) days of the demand by the CITY which OUTFALL FUNDS shall be used solely for the costs of engineering, constructing, and installing the OUTFALL pursuant to the OUTFALL CONSTRUCTION DESIGNS. Any amounts remaining after design, construction and installation of the OUTFALL by the CITY shall be returned to CENTEX.
3. CITY agrees to enter into written agreements for recapture of CENTEX's contribution of OUTFALL FUNDS from any property owner purchasing use of the FACILITY, or connecting to the OUTFALL, with the exception of the Suen Property, pursuant to a written recapture agreement acceptable to the CITY and CENTEX and approved by the City Council.
4. The CITY agrees to consider as satisfied, the requirement of the Centex Annexation Agreement (Ordinance #2005-36) for CENTEX to provide an easement on the parcel described in Exhibit C. Nothing contained herein shall be construed to modify the obligations of the DEVELOPER to convey title to the land designated for the FACILITY to the CITY pursuant to the terms of the Centex Annexation Agreement (Ordinance #2005-36) at the time that DEVELOPER becomes the owner of that land.
5. CENTEX agrees to construct, at CENTEX's sole cost, a temporary storm water conveyance route between the existing storm water culvert crossing at Galena

Road to the western portion of the Regional Detention Basin identified as 'Phase I' on the attached Exhibit "D", across the land for which Easements have been provided to the CITY by CENTEX and executed by current owners of the property, pursuant to the plans provided to and approved by the CITY.

6. INTEGRATION: This Agreement shall not be claimed enforceable by or to any party thereto unless completed in writing and executed by representatives of each party hereto.

7. Severability Clause:

In the event any portion of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, the remaining portions thereof shall be enforceable between the parties hereto.

8.. This Agreement shall be binding upon the successor, heirs and assigns of each party hereto.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, 2006.

UNITED CITY OF YORKVILLE

CENTEX HOMES

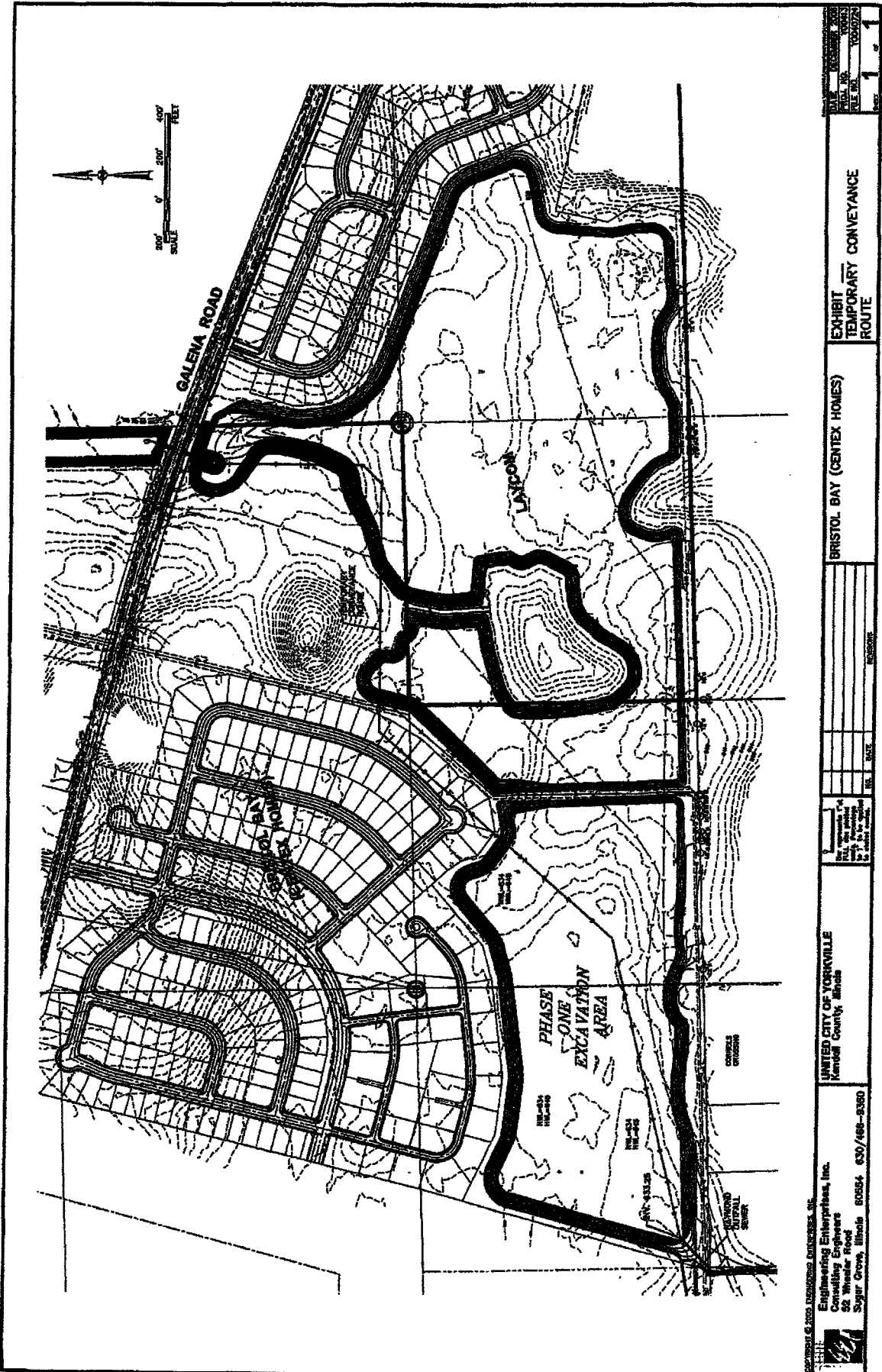
By: _____
Mayor

By: _____

ATTEST:

ATTEST:

City Clerk



DATE	10/20/79
FILE NO.	1002079
REV. NO.	1
REV. DATE	

EXHIBIT
TEMPORARY CONVEYANCE
ROUTE

BRISTOL BAY (CENTEX HOMES)

DATE	10/20/79
FILE NO.	1002079
REV. NO.	1
REV. DATE	

UNITED CITY OF YORKVILLE
Kendall County, Illinois

Engineering Enterprises, Inc.
Consulting Engineers
52 Windsor Road
Sugar Grove, Illinois 60554 630/468-8360

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11/11/11