



I.5.

Approve the Award of Bid 16-133, Parking Citation System, to T2 Systems, Inc. for an amount not to exceed \$215,574.

Anderson: I5. Parking Citation System: Will the system increase the likelihood of more timely payments while increasing those who do pay? Also will it would decrease the amount of time community service officers spend on parking citations?

The mobile solution will allow for parking violators to pay more conveniently and efficiently directly from their cellular phone. We believe the Community Service Officers will spend the less time that they currently do enforcing parking violations, this will make the issuance process more efficient. (Marshall/Parcel)

I.9.

Approve the Award of Change Order #1 to Contract 16-218, Municipal Center-Entry Plaza Improvements Phase I, with RoMAAS, Inc., for an amount not to exceed \$68,209 and a total contract amount not to exceed \$448,109.

Hinterlong: I9. Is the \$68,209 for the panels only?

The \$68,209 covers several items relating to the project. It includes removing the front entrance storefront windows and doors so that the existing building waterproofing could be removed and new waterproofing installed and flashed properly to guarantee no further building deterioration or leaks. It covers the hidden concrete ramp and supports that had to be demolished to install the new ADA ramp correctly. It covered a concrete curb that had to be installed between the parking deck and main building support beam to be able to correctly apply the new building waterproofing. It covers the cost of removing, cleaning and re-installing the existing granite panels as well as four (4) new ones needed.

(Noll) bw

I.15.

Pass the ordinance approving a variance from Section 5-4-3:5 (Prohibited Signs; Off Premises Signs) of the Municipal Code in order to install an off premises wall sign at 120 Water Street, Naperville, PZC 16-1-113.

Anderson: I15.: Water Street sign variance: I would like to see more plan views and elevations than what is provided. Locations of the signage are not make clear. Documentation does not show a good plan view. Why didn't PZC ask for Signage plans on the original approval?

How many variances have already been requested for water Street? And when we're these requested. The scope seems to change all the time.

Q: Water Street sign variance: I would like to see more plan views and elevations than what is provided. Locations of the signage are not make clear. Documentation does not show a good plan view.

A: Please see the attached Water Street elevations that show the signage location relative to the hotel and parking garage. (Venard)

Q: How many variances have already been requested for Water Street? And when were these requested. The scope seems to change all the time.

A: Ordinance 13-027 granted the Final PUD Plat approvals for the Water Street District (see attached ordinance). This approval included multiple sign variances for the Loggia, Theater and Hotel buildings located within the Water Street District. Specific to the Hotel Building, sign variances were granted related to the proposed blade signs and banners to be attached to the building; note: these signs were originally requested in relation to the hotel chain Holiday Inn Express. An off-premise sign was also requested for the east elevation of the parking deck for the Holiday Inn Express; however, this request was not approved by the City Council due to requested height (20' in height, later reduced to 10' in height), sign design (internally illuminated box sign), and sign size (approximately 130 square feet in size). In 2014, additional amendments were made to the approved PUD through Ordinance 14-170, Specifically, that ordinance noted that the prior sign variances approved through Ordinance 13-027 (excluding the off-premise sign on the parking deck which was denied) would remain in full force and effect.

The current off-premise sign request is now specific to Hotel Indigo. The sign is significantly improved from the original Holiday Inn Express request (4.5' in height, approximately 70 sq.ft. in size, internally illuminated channel letters) and therefore is supported by staff. (Laff)

Hinterlong: I15. Are we getting into a lease agreement with Marquette? If this is on our property, who is covering all costs of getting power there and how are we going to charge for electric? This is like a billboard, we should be capturing fees for using our property.

Can you supply the minutes of the meeting where we voted on this during our approvals of water st.? We might have not allowed a lit sign here before?

Subject to approval of the requested variance, the City Council will be presented with a lease or license agreement for consideration prior to the installation of this sign. Action on the variance request is required first in order to provide accurate details in the agreement with respect to the location, size, and illumination. Any power required for the sign will be coming directly from the hotel.

Regarding the request for minutes from the approval of the Water Street Project specific to a sign at this particular location, the variance previously requested by Holiday Inn Express was for a larger illuminated sign. That request was denied. The approved council minutes are attached, but they do not reflect the details of the conversation specific to the sign size or illumination. [Lord/Emery]

**I.18.
Adopt the Resolution approving and authorizing the execution of the Amended Test Track Agreement between the City of Naperville and the Participating Dealerships.**

Anderson: I18: Test Track: could you please tell me the acreage that the test track encompasses. Also 150 visitors and encompasses. Also 150,000 is that a people count or an actual car count. What was the expense to build the test track. 12 dealerships is all that is using this facility per year? How many car dealerships were offered the chance to use the track but turned it down? What is the cost to maintain it every year? Is the use only offered to Naperville car dealerships or can surrounding communities pay the fees as well to use the track?

The Naperville Test Track was built on an 8.8 acre site. If approved the CNG station will use approximately 1 acre of the site. The 150,000 visitors refers to an actual car count based on number of times that the gates are opened by the participating Dealerships. The Test Track was built in 2005/06 for a cost of \$4,100,000 (including land, engineering, and construction). The 2016 budget for the Test Track is approximately \$39,000 and includes landscape maintenance, winter operations, utilities, and streetlight maintenance.

When the feasibility of the Test Track was being considered, a commitment from a minimum of ten dealerships was required before the City would move forward with the construction of the facility. The use of the test track was offered to the multiple Naperville dealerships within close proximity of the test track, and twelve dealerships originally signed the Naperville Test Track Agreement. The intention was that this facility would only be used by Naperville car dealerships. However, the Test Track Association Bylaws include a provision that allows outside entities to use the test track. Dealerships from outside Naperville have not rented the site in the past. (Dublinski)

Hinterlong: I18. Do we own the property directly west of the test track? the SEC of Jefferson and Fort Hill? Did we look at this parcel if we did? If we do, are we trying to keep it as is for future use and marketability?

The South East corner of Jefferson and Fort Hill is not owned by the City of Naperville. This is owned by Jefferson Two LLC. Staff primarily looked at land that the City currently owns when examining the best location for the proposed CNG site. (Dublinski)

I.17 - City Manager - Ordinance approving the vertical subdivision plat, Water Street District South Phase-Resubdivision No. 1.

Friday afternoon the City learned that the Developer's surveyor discovered a small error on the vertical subdivision plat that required revision. The vertical subdivision plat establishes separate "air parcels" for the parking levels constructed above the ground floor of the Water Street Hotel Building and the Parking Deck. The correction will be made by the Developer's surveyor and the City is in agreement with the revision. Replacement paperwork will be provided to Council reflecting the revised vertical subdivision plat (which is Exhibit B to the Ordinance approving the subdivision plat).

J.2.

Truth Lutheran Annexation, northwest corner of Mill Street & Bauer Road, PZC 16-1-055:

Hinterlong: J2. How many extra parking spaces are there?

No extra parking spaces are provided onsite. Truth Lutheran Church has a design capacity of 322 seats. The proposed site plan includes 107 parking spaces, which meets the Code requirement of 1 parking space for every 3 seats for a religious institution.



BUILDING THREE: HOTEL ELEVATIONS

REVISED • SEPT 8, 2014

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540

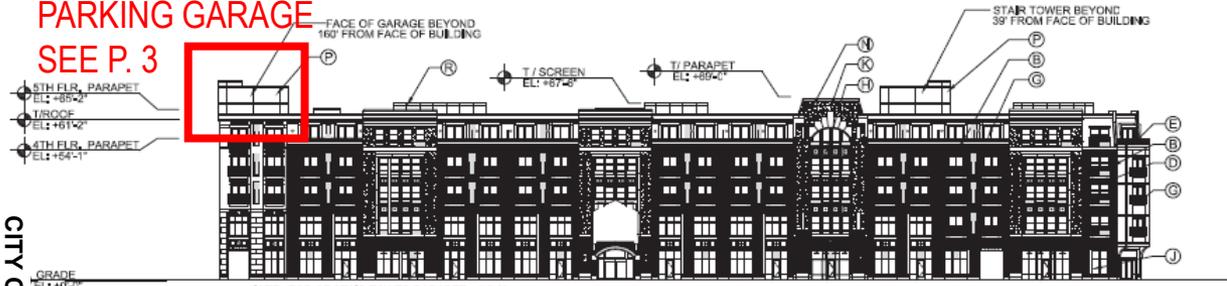


ARCHITECTS
CORPORATE OFFICE: 200 BANK BUILDING, NAPERVILLE, IL 60563

PC-24A

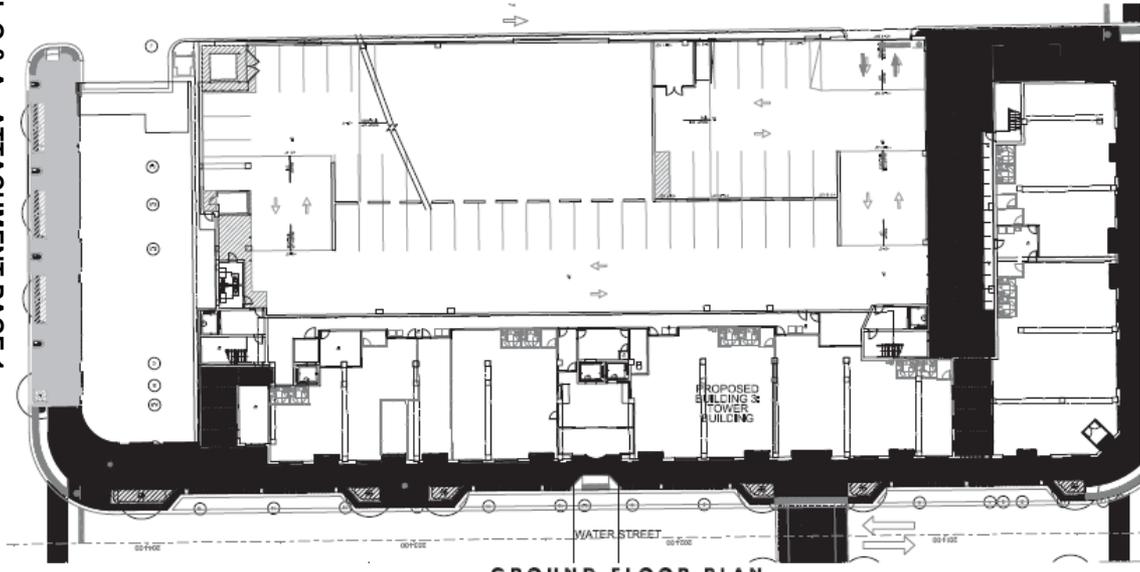
ITEM	OPTION
A. CORNICE	1. FYPON 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
D. WINDOW / DOOR HEADER	1. MODULAR THIN BRICK
E. PARAPET COPING	1. ACID WASH PRECAST CONCRETE 2. METAL CAP
F. ROOF DECK PARTITIONS	1. IPE 2. METAL
G. JULIET BALCONY OR GUARD RAIL	1. PREFINISHED ALUMINIUM RAILS
H. SPANDRELS	1. ACID WASH PRECAST CONCRETE
J. TENANT STOREFRONT AND BULKHEADS	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL 5. STEEL 6. GLASS STOREFRONT 7. CEMENT BOARD 8. WOOD PANELING
K. TOWER BEACON	1. GLASS BLOCK
M. FRAME WALLS	1. HARD-PLANK 2. SYNTHETIC PLASTER
N. ARCHITECTURAL MASONRY ORNAMENTATION	1. PRECAST W/ MODULAR THIN BRICK OR CAST STONE.
O. AWNINGS	1. CANVAS
P. ELEVATOR OVER-RUN & STAIR TOWER BEYOND	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	1. SCORED/PANELIZED STUCCO
R. ROOF SCREEN	2. HARD-PLANK

EASTSIDE OF PARKING GARAGE SEE P. 3



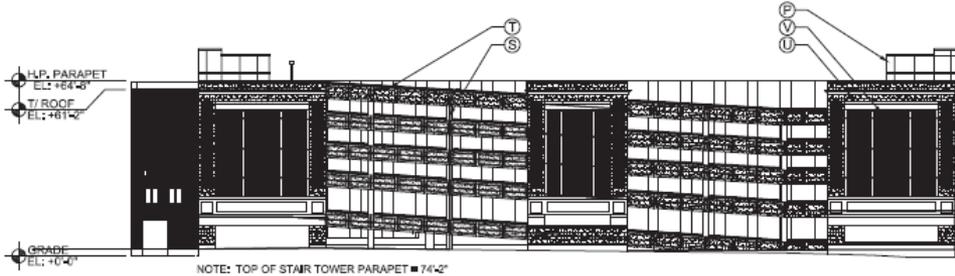
NORTH ELEVATION

CITY COUNCIL Q & A - ATTACHMENT PAGE 1



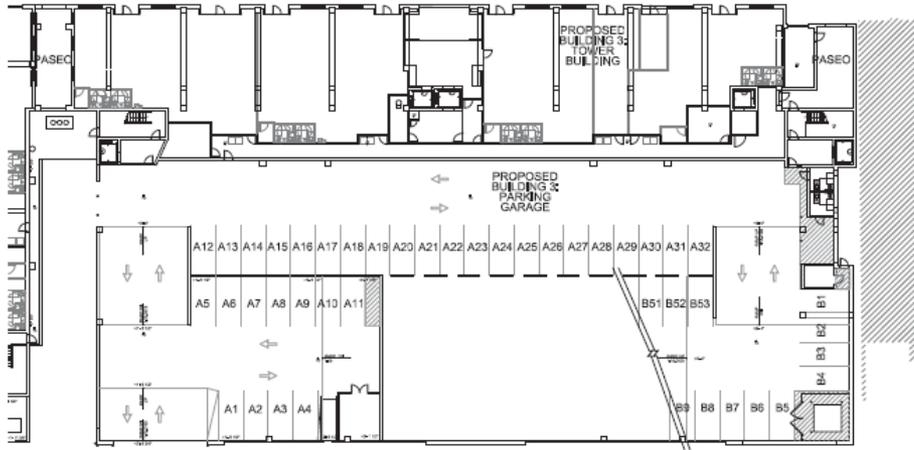
GROUND FLOOR PLAN





NOTE: TOP OF STAIR TOWER PARAPET = 74'-2"

SOUTH ELEVATION



ENTRY/EXIT

PUBLIC ALLEY

GROUND FLOOR PLAN



NORTH



PARKING GARAGE	
ITEM	OPTION
P. ELEVATOR OVERRUN, STAIR TOWER	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	
R. ELECTRICAL METER	
S. STRUCTURE	1. PRECAST CONCRETE
T. SPANDRELS	1. ACID-WASH PRECAST CONCRETE
U. FACADE	1. ACID-WASH PRECAST CONCRETE.
V. "WINDOW WALLS"	1. HOLLOW METAL FRAMES W/ METAL SCREENS
W. ART WALL	1. ACID-WASH PRECAST CONCRETE.
X. GUARD RAIL	1. HOLLOW METAL FRAMES W/ METAL SCREENS

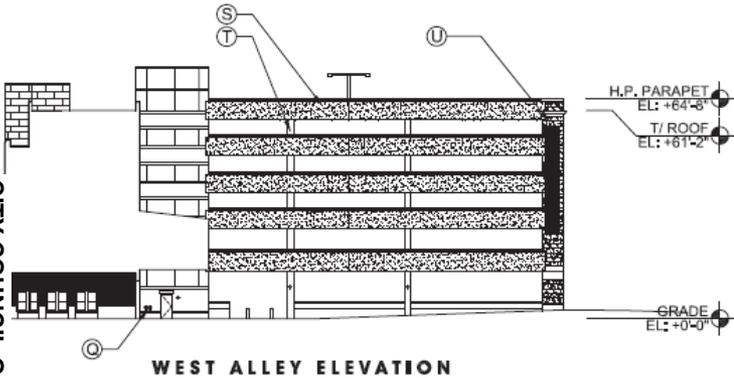
BUILDING THREE: GARAGE ELEVATIONS

REVISED -
SEPT. 8, 2014

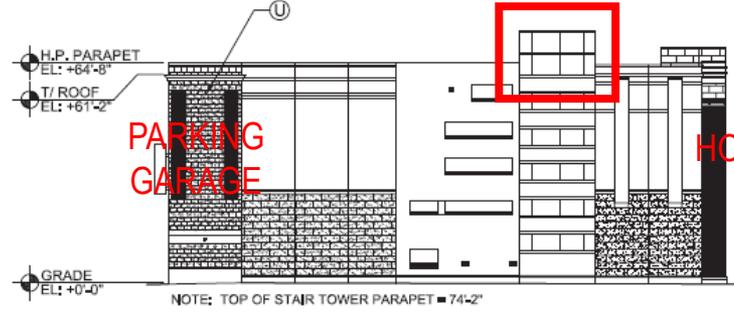
WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540



PC-26A



WEST ALLEY ELEVATION



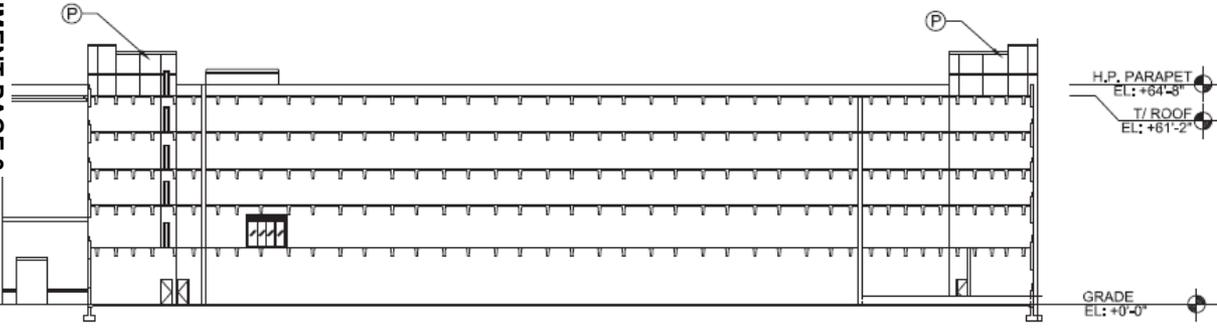
PROPOSED SIGN LOCATION

PARKING GARAGE

HOTEL

NOTE: TOP OF STAIR TOWER PARAPET = 74'-2"

EAST ALLEY ELEVATION



PARKING GARAGE SECTION DEPICTING NORTH FACE OF PARKING GARAGE



PARKING GARAGE	
ITEM	OPTION
P. ELEVATOR OVERRUN, STAIR TOWER	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	
R. ELECTRICAL METER	
S. STRUCTURE	1. PRECAST CONCRETE
T. SPANDRELS	1. ACID-WASH PRECAST CONCRETE
U. FACADE	1. ACID-WASH PRECAST CONCRETE.
V. "WINDOW WALLS"	1. HOLLOW METAL FRAMES W/ METAL SCREENS
W. ART WALL	1. ACID-WASH PRECAST CONCRETE.
X. GUARD RAIL	1. HOLLOW METAL FRAMES W/ METAL SCREENS

BUILDING THREE: GARAGE ELEVATIONS

REVISED - SEPT. 8, 2014

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540



3



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
APR. 02, 2015 RHSP 12:12 PM
PLAT \$153.00 07-13-440-004
063 PAGES R2015-033505

PIN:
07-13-440-004 07-13-440-005
07-13-442-001 07-13-442-003
07-13-442-004 07-13-442-005
07-13-442-006 07-13-442-010
07-13-442-020 07-13-442-002

ADDRESS:
117 Water Street 121 Water Street
123 Water Street 125 Water Street
112 Water Street 124 Water Street
126 Water Street 130 Water Street
134 Water Street 140 Water Street
336 S. Webster Street 141 Aurora Avenue

PREPARED BY:
CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

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

PZC Case #12-1-039 and 12-1-040

ORDINANCE NO. 13 - 027

AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAT, CONDITIONAL USE FOR A HOTEL, DEVIATIONS TO SECTION 5-4-9:1 (STREET GRAPHICS: SPECIAL AREAS OF CONTROL: DOWNTOWN CENTRAL BUSINESS DISTRICT) AND SECTION 6-9-3:6 (OFF-STREET PARKING REQUIREMENTS), AND OWNERS ACKNOWLEDGEMENT AND ACCEPTANCE FOR WATER STREET DISTRICT - NORTH PHASE/SOUTH PHASE

WHEREAS, MP Water Street District, LLC, 401 S. Main Street, Suite 300, Naperville, Illinois 60540 ("Petitioner"), has petitioned the City of Naperville for approval of a Final Planned Unit Development Plat, conditional use for a hotel in the B4 (Downtown Core) District, deviations to Section 5-4-9:1 (Street Graphics Control: Special Areas of Control: Downtown Business District) and Section 6-9-3:6 (Off-Street Parking Requirements: Services and Institutions), and parking fee-in-lieu to allow for the development of a mixed-use development,

2015 075 45 / 2014 00 40
CITY OF NAPERVILLE, ILLINOIS
DUPAGE COUNTY

known as the Water Street Development – North Phase/South Phase, with a common street address of 117 – 140 Water Street, 336 S. Webster Street, and 141 Aurora Avenue, Naperville, Illinois, legally described on Exhibit A and depicted on Exhibit B and Exhibit C ("Subject Property"); and

WHEREAS, Marquette Water St./Webster St. District, Development Partnership, LLC, 401 South Main Street, Suite 300, Naperville, Illinois 60540, is the owner of the Subject Property; and

WHEREAS, the Subject Property is currently zoned B4 (Downtown Core) and TU (Transitional Use) with a Conditional Use for a Planned Unit Development and is located within the Water Street District as designated in *Naperville Downtown2030* and the *Water Street Vision Statement* as adopted by Ordinance 06-279; and

WHEREAS, on November 6, 2007, the City Council of the City of Naperville passed Ordinance 07-241 approving a conditional use for a planned unit development, a preliminary planned unit development plat and a preliminary plat of subdivision with deviations and variances for the Water Street Development on the Subject Property; and

WHEREAS, the deviations and variances approved through Ordinance 07-241, including floor area ratio (FAR) requirements, outdoor display and sales, landscaping, right-of-way standards, valet requirements, and streetscape standards remain in full force and effect for the Subject Property; and

WHEREAS, the Petitioner has requested approval of a Final Planned Unit Development for the Water Street District – North Phase/South Phase which is not in substantial conformance with the Preliminary Planned Unit Development approved through Ordinance 07-241, based on the

proposed hotel use, addition of the property located at 117 Water Street, signage and parking deviations requested, and requirements regarding the vacated Water Street right-of-way; and

WHEREAS, the hotel use proposed in the Water Street District – North Phase/South Phase requires approval of a conditional use in the B4 (Downtown Core) District in accordance with Section 6-7D-3 (B4: Conditional Uses) of the Municipal Code; and

WHEREAS, the petitioner is requesting approval of the following deviations to Section 5-4-9:1 (Street Graphics Control: Special Areas of Control: Downtown Business District) to allow additional signage allowances for the Subject Property:

1. A deviation to Section 5-4-9:1.1, Section 5-4-9:1.2, and Section 5-4-9:1.6 to allow wall, projecting, and awning signage to be installed along the north and east elevations of the Theater Building and along the north and west elevations of the Loggia Building. Said variances are required as said elevations do not have frontage on a public roadway, as required by the Naperville Municipal Code.
2. A deviation to Section 5-4-9:1.6 to allow the awning signage installed along the north elevation of the Loggia Building to exceed the twelve (12) square foot limitation allowed per the Naperville Municipal Code. Said deviation shall apply to all tenant spaces located along the north elevation of the Loggia Building, with the exception of the tenant to be located at the northwest corner of said building, which will retain standard code requirements for wall, projecting, and awning signage, except as otherwise noted in Item 3 below. Said deviation will permit the Petitioner to install awning signage for the remaining tenants located along this elevation equivalent to an area equal to one and one-half (1 ½) square feet of frontage per side. In conjunction with said deviation, the Petitioner shall forgo the allowable wall signage for said tenants.
3. A deviation to Section 5-4-9:1.4 to allow the tenant to be located at the northwest corner of the Loggia Building to install wall signage for their use on the 2nd floor of said building which is planned for hotel use. Per the Naperville Municipal Code, said signage must be located over the leased space of the tenant. Said deviation is requested in an effort to increase the visibility of said wall signage from the Downtown Core.
4. A deviation to Section 5-4-9:1.2 to increase the five (5) square foot projecting sign size allowed per the Naperville Municipal Code to twelve (12) square feet, in order to install a projecting sign under the canopy of the Hotel Building denoting the hotel user.
5. A deviation to Section 5-4-9:1.2 to increase the number, size, and location of projecting signs permitted for the Hotel Building. Per the Naperville Municipal Code, each tenant shall be permitted one projecting sign per façade at a total size of 5 square feet. Said deviation will allow the hotel user to install four (4) banners along the Water Street elevation and two (2) banners to be installed along the Webster Street elevation, each at a size of twenty-four (24) square feet.

WHEREAS, the petitioner is requesting approval of a deviation to Section 6-9-3:6 (Off-Street Parking Requirements: Services and Institutions) to reduce the parking for a hotel use as required by the Naperville Municipal Code from 1 parking space per hotel room to 1 parking space per hotel room based on a rate of 72% occupancy; and

WHEREAS, the petitioner is requesting approval of a Parking-Fee-In-Lieu of Providing Parking in accordance with Section 11-2E-3 of the Naperville Municipal Code, which requires that the City expand SSA 21 and SSA 24 to incorporate the non-exempt commercial properties located within the Subject Property, in order to receive parking exemptions per Section 6-9-3:8 (Schedule of Off-Street Parking Requirements: Parking Class No. 7) of the Naperville Municipal Code; and

WHEREAS, on June 20, 2012 and August 8, 2012, the Planning and Zoning Commission conducted public hearings to consider the requested Final Planned Unit Development Plat, Conditional Use for a Hotel in the B4 (Downtown Core) District, and associated signage and parking deviations for the Subject Property, and recommended approval of the Petitioner's requests; and

WHEREAS, the City Council has determined that the Petitioner's requests should be granted as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1: The foregoing recitals are incorporated as though fully set forth here. All exhibits referenced in this Ordinance shall be deemed incorporated and made part hereof.

SECTION 2: The Owner's Acknowledgement and Acceptance, attached to this Ordinance as **Exhibit D**, is hereby approved.

SECTION 3: A conditional use is hereby granted to allow for a Hotel on the Subject Property pursuant to Section 6-7D-3 (B4: Conditional Uses) of the Municipal Code.

SECTION 4: The Final Planned Unit Development Plats for the Water Street District – North Phase and Water Street District – South Phase, attached to this Ordinance as **Exhibit B** and **Exhibit C**, respectively, are hereby approved.

SECTION 5: The Landscape Plans for the Water Street District – North Phase and Water Street District – South Phase, attached to this Ordinance as **Exhibit E** and **Exhibit F**, respectively, are hereby approved.

SECTION 6: The Building Elevations for the Water Street District – North Phase/South Phase, attached to this Ordinance as **Exhibit G**, are hereby approved.

SECTION 7: The Sign Package and related variances for the Water Street District – North Phase/South Phase, attached to this Ordinance as **Exhibit H**, is hereby approved.

SECTION 8: The deviation to Section 6-9-3:6 (Off-Street Parking Requirements: Services and Institutions) is hereby approved.

SECTION 9: This Ordinance is subject to all conditions and requirements set forth in the Naperville Municipal Code, as amended from time to time.

SECTION 10: The City Clerk is authorized and directed to record this Ordinance and the Final Planned Unit Development Plat for the Water Street District – North Phase and the Final Planned Unit Development Plat for the Water Street District – South Phase with the DuPage County Recorder immediately following the recording of the Ordinance Approving the Vacation of a Portion of the Water Street Right-of-Way.

SECTION 11: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 2nd day of April, 2013.

AYES: McELROY, MILLER, BRODHEAD, CHIRICO, FIESELER,
HINTERLONG

NAYS: KRAUSE, WEHRLI

ABSENT: NONE

APPROVED this 3rd day of April, 2013.



Grant E. Wehrli
Mayor Pro Tem

ATTEST:



Pam LaFeber, Ph. D.
City Clerk



LEGAL DESCRIPTION- WATER STREET DISTRICT – NORTH PHASE

LOTS 3 THROUGH 7 INCLUSIVE IN BLOCK ONE IN MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584, IN DUPAGE COUNTY, ILLINOIS.

PINs:

07-13-440-004

07-13-440-005

ADDRESSES:

117 Water Street

121 Water Street

123 Water Street

125 Water Street

LEGAL DESCRIPTION- WATER STREET DISTRICT – SOUTH PHASE

LOTS 2 THROUGH 8 INCLUSIVE IN BLOCK FOUR, A NINE (9') STRIP OF TO BE VACATED WATER STREET LYING IMMEDIATELY NORTH OF SAID LOTS 2 THROUGH 8 INCLUSIVE, AND LOT 9 AND THAT PART OF LOT 10, IN BLOCK FOUR DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, AFORESAID, AND RUNNING THENCE EAST 60 FEET ALONG AURORA AVENUE (FORMERLY KNOWN AS HIGH STREET); THENCE NORTH PARALLEL WITH WEBSTER STREET, TO THE NORTH LINE OF LOT 10, AFORESAID; THENCE WEST ON THE NORTH LINE OF LOTS 9 AND 10, A DISTANCE OF 60 FEET; THENCE SOUTH ON THE EAST LINE OF WEBSTER STREET TO THE POINT OF BEGINNING, IN BLOCK FOUR IN MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584, IN DUPAGE COUNTY, ILLINOIS.

PINs:

07-13-442-001

07-13-442-003

07-13-442-004

07-13-442-005

07-13-442-006

07-13-442-010

07-13-442-020

07-13-442-002

ADDRESS:

112 Water Street

124 Water Street

126 Water Street

130 Water Street

134 Water Street

140 Water Street

336 S. Webster Street

141 Aurora Avenue

Naperville, Illinois 60548 EXHIBIT A

**OWNER'S OR DEVELOPER'S ACKNOWLEDGEMENT & ACCEPTANCE
FOR THE WATER STREET DISTRICT**

In accordance with the provisions of the Naperville Municipal Code, Marquette Water St./Webster St. District Development Partnership, LLC with offices at 401 South Main Street, Suite 300, Naperville, Illinois 60540, OWNER of the Water Street District (SUBJECT PROPERTY) and MP Water Street District, LLC with offices at 401 S. Main Street, Suite 300, Naperville, Illinois 60540, DEVELOPER of the SUBJECT PROPERTY, shall pay all fees and fulfill all other special conditions referenced below, in addition to those requirements set forth in the Naperville Municipal Code, the attached Statement of General Conditions, and all motions, ordinances and resolutions by the City Council approving the Final Planned Unit Development Plat (North and South Phase) for the SUBJECT PROPERTY, prior to recording the Final Planned Unit Development Plat (North and South Phase) Plat for the Water Street District. Said fees shall not be paid under protest or otherwise objected to.

SPECIAL CONDITIONS

1.0 PUBLIC IMPROVEMENTS: Unless otherwise noted in this Acknowledgement & Acceptance Letter, or modified by future Major Business Terms or Development Agreement executed for the SUBJECT PROPERTY, the OWNER OR DEVELOPER will construct all public improvements shown on the Final Engineering Plans at its sole cost.

1.1 Stormwater Detention: The DEVELOPER is responsible for providing and paying for stormwater detention and compensatory storage requirements for the private development.

1.2 Alley: The construction costs for the Water Street Alley will be split proportionately between the DEVELOPER (private reserved spaces) and City (public spaces) in the deck, because the function of the alley is to provide access to the parking deck.

1.3 Water Street Reconstruction: Water Street is 20-years old and 1/3 into its useful life; therefore the DEVELOPER is responsible for 67% of the reconstruction costs and the City is responsible for 33%.

1.4 Webster Street Reconstruction: Webster Street is 20-years old and 1/3 into its useful life; therefore the DEVELOPER is responsible for 67% of the reconstruction costs and the City is responsible for 33%.

1.5 Downtown Streetscape: The DEVELOPER is responsible for paying for installation of the Downtown Streetscape Standards for Water Street and the east side of Webster Street adjacent to their development. The streetscape will include red brick paver sidewalks with raised planter beds and the signature shepherd's crook streetlights. The DEVELOPER will also supply additional hardscape items such as benches and trash receptacles in compliance with the streetscape standards, as detailed on the approved final engineering plans prepared by V3 Companies and final landscape plans prepared by Hitchcock Design Group.

1.6 Watermain: The proposed 12" watermain on Water and Webster is needed to support the fire suppression required for the new development and is 100% DEVELOPER cost.

1.7 Sanitary Sewer: The sanitary sewer on Water Street and Webster Street is required to be upsized due to the additional loads resulting from the development and is 100% DEVELOPER cost.

1.8 Storm Sewer: The development plan proposes to modify the curb lines and ROW, prompting new storm sewer to be installed. Without the development, the existing storm sewer would remain as-is under typical roadway maintenance conditions and is 100% DEVELOPER cost.

1.9 Traffic Study and Improvements: The DEVELOPER will pay the City 50% of the South Downtown Traffic Management Study Costs and the traffic signal at Aurora Avenue and Webster Street.

1.10 Water Street Overhead Utilities: The DEVELOPER shall pay all costs necessary to relocate/bury overhead utility lines along the Water Street frontage.

1.11 Alley Overhead Utilities and Aurora Avenue Properties Electric Service: The City will relocate/bury the overhead utility lines along the alley and reconnect the electric service to the existing Aurora Avenue properties.

1.12 Financial Surety: The DEVELOPER shall post financial surety in a form acceptable to the City Attorney and shall be provided in 110% of the approved engineer's cost estimate for the DEVELOPER's share of public improvements to guarantee the completion of public improvements and soil erosion and sedimentation control at the SUBJECT PROPERTY. Financial surety shall be received and approved prior to issuance of a site development permit.

1.13 Reimbursement for Public Improvements by the City to the DEVELOPER: For public improvements specified above requiring reimbursement by the City to

the DEVELOPER (Stormwater, Alley, Water Street Reconstruction, and Webster Street Reconstruction), the City reserves the right to review and approve unit prices prior to contract. The DEVELOPER agrees to forward the unit prices to the CITY'S Transportation, Engineering and Development Business Group prior to entering into a contract for these costs. As construction proceeds, the City shall pay said costs to the DEVELOPER within thirty (30) days of receipt of periodic invoicing from the DEVELOPER specifying the costs incurred. The City reserves the right to review said invoices prior to payment. The City's cost participation shall be in accordance with the provisions Section 7-3-6-2 of the Naperville Municipal Code.

1.14 Reimbursement for Public Improvements by the DEVELOPER to the City: For public improvements specified above requiring reimbursement by the DEVELOPER to the City (Traffic Study and Traffic Signal), the DEVELOPER reserves the right to review and approve unit prices prior to contract. The City agrees to forward the unit prices to the DEVELOPER prior to entering into a contract for these costs. As construction proceeds, the DEVELOPER shall pay said costs to the City within thirty (30) days of receipt of periodic invoicing from the City specifying the costs incurred. The DEVELOPER reserves the right to review said invoices prior to payment.

1.15 Recapture: The DEVELOPER has a right to file a recapture agreement against the property located at 315 South Main Street (aka River Main Development) for its proportionate share of the public improvement costs including construction of the street, watermain, sanitary sewer, storm sewer, streetscape improvements and undergrounding overhead utilities. The cost recapture agreement shall be prepared in a form approved by the City Attorney, and recorded against title for the property reasonably expected to benefit from the specified public improvements.

2.0 PARKING DECK PRIVATE RESERVED SPACES:

2.1 Vertical Subdivision Plat: The DEVELOPER shall prepare a vertical subdivision plat for the parking deck for review and approval by the City. The vertical subdivision plat shall separate out the 120 private reserved parking spaces for use by the Hotel Building from the public parking spaces to be owned by the City.

2.2 Provisions for Overflow Hotel Parking in Public Parking: The DEVELOPER will pay for 120 parking spaces in the parking deck for use by the Hotel Building. Prior to issuance of a building permit on the SUBJECT PROPERTY, the City shall identify specific performance measures regarding overflow of hotel guests and patrons into non-reserved public parking spaces. The performance measures shall include provisions addressing compensation for use of public parking spaces in excess of the 120 private reserved spaces.

2.3 Maintenance Agreement for Private Parking Spaces: Prior to issuance of an occupancy permit for the parking deck, the City and owner of the 120 private reserved parking spaces shall enter into an operating and maintenance agreement regarding the private reserved spaces in the parking deck, to be executed by the City Manager.

3.0 FEE IN-LIEU OF PARKING:

3.1 Calculation and Timing of Payments: OWNER shall pay the City a fee of \$577,954.45 (\$143,077.40 – *Hotel Building*, \$434,877.05 – *Office Building*) for those parcels not included with the Downtown Parking Boundary within the SUBJECT PROPERTY pursuant to Ordinance 08-200, An Ordinance Establishing a Parking Fee-In-Lieu Formula to Assist With the Financing of Downtown Public Parking. The OWNER shall pay the *Hotel Building* fee required under this paragraph in full, prior to recording the P.U.D. ordinance. The OWNER shall pay the *Office Building* fee prior to issuance of temporary occupancy permit for the *Office Building*. For purposes of this agreement, a certificate of occupancy would include issuance of temporary occupancy with respect to timing of payment. Any adjustments in the construction cost per space in the deck will be recalculated and due with payment for the *Office Building* parking fee-in-lieu payment.

3.2 Expansion of SSA 21 and SSA 24 Boundaries: In accordance with Ordinance 08-200, the SUBJECT PROPERTY shall be included and contribute to all current Special Service Areas in the downtown. The City shall initiate the expansion of the boundaries of Special Service Areas 21 and 24 for those parcels not included, within ninety (90) days of recording the Final P.U.D. Plat and ordinance.

4.0 RESTAURANT USES: The Water Street District – North Phase/South Phase contains approximately 23,000 square feet of restaurant uses (not including basement square footage provided said area is not used for restaurant patrons), which shall be classified as “eating establishments”, as defined in *Naperville Downtown2030*. Of the available restaurant square footage, 21,500 square feet may be allocated within any portion of the development designated for “retail or restaurant uses” on the approved PUD plat; the remaining approximately 5,100 square feet may only be allocated on the top-floor of the Loggia Building and may not be allocated elsewhere within the development. Any request by the petitioner or future owners to increase the available restaurant square footage beyond the allocations described above shall be processed as a change to the PUD, in accordance with Section 6-4-6 (Changes to Planned Unit Development), which may be amended from time to time. Among other considerations, said request shall be reviewed based upon the standards set forth in Section 6-4-6, recommendations made in *Naperville Downtown2030*, and the mix of uses within the Water Street District.

5.0 PEDESTRIAN OVERPASS AND REQUIRED EASEMENTS: The SUBJECT PROPERTY includes a pedestrian overpass as an essential element of the proposed development. The pedestrian overpass will facilitate the integration of proposed development between the *Hotel Building* and the *Loggia Building*, both properties being owned and operated by the DEVELOPER. The City Council hereby directs the City Manager or his designee to prepare a document related to the Pedestrian Overpass consistent with the following terms.

5.1 The City shall grant the DEVELOPER easement rights over, across, through and under the Water Street Right of Way for the for the purpose of constructing and maintaining a Pedestrian Overpass to connect the *Hotel Building* and the *Loggia Building*. The express, perpetual and exclusive easement shall provide DEVELOPER with the right to ingress and egress for the purpose of the grant and the right to clear and keep clear such obstructions, including the right to cut, trim or remove any trees or other plants that interfere with the construction, installation, reconstruction, removal, replacement, inspection, maintenance and operation of the Pedestrian Overpass; and

5.2 The City's Pedestrian Overpass easement grant is subject to the DEVELOPER's agreement to provide limited pedestrian ingress/egress access to facilitate public use of the Pedestrian Overpass during normal business hours subject to reasonable rules and restrictions promulgated by DEVELOPER which rules and restrictions shall be conspicuously posted at the entrance of the Pedestrian Overpass.

5.3 DEVELOPER shall have the right to mortgage its interest in the Pedestrian Overpass, easement area, and all other rights created hereunder; and

5.4 The Pedestrian Overpass shall be constructed in compliance with the City of Naperville Building and Fire Codes, including all applicable accessibility standards, unless relief therefrom is separately sought and granted by the City. The Pedestrian Overpass shall be deemed "grandfathered" and therefore not subject to the terms of any future ordinances the City may adopt concerning the regulation of pedestrian bridges, overpasses or the like. The City agrees that DEVELOPER will not be required to pay any fee as compensation to the City for the construction, operation and use of the Pedestrian Overpass over the City's Water Street right-of-way. It is understood between the parties that DEVELOPER will be required to pay the City's standard inspection and building permit fees required under City codes.

5.5 The Pedestrian Overpass will provide for a clear height of at least fifteen feet (15') where it spans the vehicular lanes of Water Street at a minimum width of approximately twenty-two feet (22') and a maximum width of twenty-six feet (26').

5.6 DEVELOPER shall be solely responsible for the construction, maintenance and ownership of the Pedestrian Overpass and associated improvements. Ownership of the Pedestrian Overpass and all structural components thereof shall be held by DEVELOPER; and

5.7 The DEVELOPER shall indemnify and hold harmless and defend the City, its officers, employees, its agents and volunteers from any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including attorney fees, from the encroachment of Pedestrian Overpass in the public right-of-way; and

5.8 Ownership of the Pedestrian Overpass and buildings connected thereto shall be in the same entity or related entities with common ownership. In the event that ownership is bifurcated, the respective parties shall enter into an operating agreement which stipulates the ongoing insurance, maintenance and liability of the Pedestrian Overpass pursuant to the terms of the Pedestrian Overpass Easement Agreement, which must be approved by the City; and

5.9 The DEVELOPER shall post a form of financial surety or proof of insurance as a means to address accidental damage of the Pedestrian Overpass; and

5.10 The side walls (east and west elevations) of the Pedestrian Overpass shall be designed and constructed such that no less than 70 percent of the surface area of the side walls is constructed of a transparent material; and

5.11 The DEVELOPER shall conspicuously post a sign in the stairwell which provides wayfinding detail for the Pedestrian Overpass and which sets forth the terms of the License Agreement; and

5.12 No private exterior signs may be applied to or suspended from the pedestrian bridge.

6.0 CONSTRUCTION COORDINATION: The DEVELOPER shall prepare construction phasing documents for review and approval by the City. The phasing plans shall minimize disruption to existing businesses on Water Street and Aurora Avenue. The DEVELOPER shall also work closely with the City and existing property owners to communicate construction plans throughout the duration of the project.

7.0 BINDING EFFECT: This document will be recorded with the office of the Recorder in which the SUBJECT PROPERTY is located. The undersigned acknowledges and agrees that the terms contained herein shall be binding upon and inure to the benefit of the City of Naperville, the Owner or Developer, and the successors, assigns, and any subsidiary, affiliate or parent of the Owner or Developer.

The undersigned warrants that he/she is the owner of the SUBJECT PROPERTY, or is the duly authorized representative of the owner in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY. The undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.

OWNER:

Nicholas M. Ryan Nicholas M. Ryan

[name] Nicholas M. Ryan

[title] Manager

The foregoing instrument was acknowledged before me by Nicholas M. Ryan this
26th day of March, 2013.



Kathleen C. West
Notary Public

DEVELOPER:

Nicholas M. Ryan Nicholas M. Ryan

[name] Nicholas M. Ryan

[title] Manager

The foregoing instrument was acknowledged before me by Nicholas M. Ryan this
26th day of March, 2013.



Kathleen C. West
Notary Public

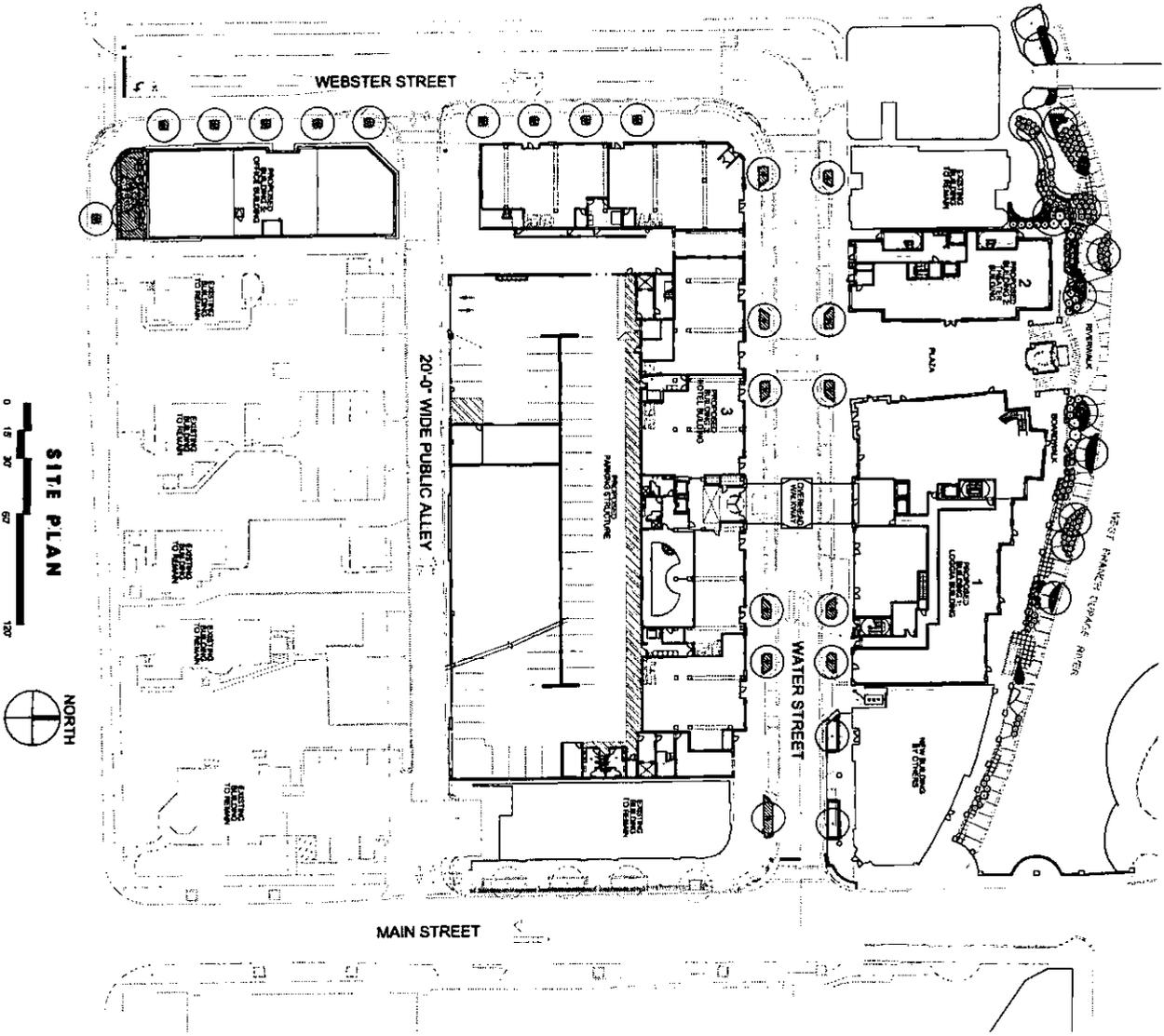
STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the property DEVELOPER through the development of the SUBJECT PROPERTY, as approved by City Council. This list is not intended to be comprehensive and does not preclude all other requirements as set forth in the Naperville Municipal Code. These requirements are in addition to those that were listed in the Developer's Acknowledgement & Acceptance Letter, signed by the DEVELOPER, for your development.

Sidewalk Construction: Exceptions to the strict adherence of Subdivision Control Regulations will be permitted only with respect to the construction of sidewalks that may be deferred until the earlier of the construction of buildings on or full development of adjacent lots, or upon written request of the City Engineer. Such request shall not be made before three (3) years after the City Council approval of the Final Subdivision Plat for the subject property. Notwithstanding the above, all required sidewalks located within the rights-of-way of any arterial or major collector streets shall be constructed as part of the required roadway improvements.

Building Permits: No building permits shall be issued for a particular lot or parcel within the subject property until the Transportation, Engineering, and Development Business Group and Public Utilities Department have determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

Infrastructure Availability Charges and User Fees: Any DEVELOPER requesting connection and service to the City's water, sanitary, or electric system shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.



SITE PLAN

0 25 50 100

NORTH

SITE/FIRST FLOOR PLAN

DEVELOPMENT BY:

M

MARQUETTE COMPANIES

REVISED -
FEBRUARY 13, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540

BULLIVAN
Hatchcock Design Group
A. WILKINSON

PC-3B



Hitchcock Design Group

Creating Better Places[®]

221 West Jefferson Avenue
Naperville, Illinois 60540

T 630.961.1787
F 630.961.9925
www.hitchcockdesigngroup.com

Water Street District North Side Improvements Final Landscape Plans

Naperville, Illinois
January 11, 2013

Marquette Companies
175 S High Point Drive
Romeoville, Illinois 60446

Project Number:
01-0167-020-X02-04-09

Project Team

CM Engineer	V3 Companies	Architect	Sullivan Goulette & Wilson, Ltd.
7325 James Avenue Naperville, Illinois 60563 T (630) 744-2000 F (630) 744-8902		750 North Branch, Suite 203 Naperville, Illinois 60563 T (630) 888-3434 F (630) 888-7628	

Sheet Index

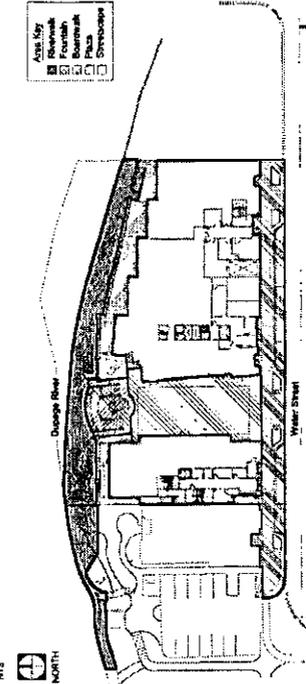
- LM1 Layout & Materials Plan
- LM2 Layout & Materials Plan Enlargement
- UD1 Underdrain Plan
- IR1 Irrigation Plan
- PL1 Planting Plan
- PL2 Planting Plan Enlargement
- D1 Details
- D2 Details
- D3 Details
- D4 Details
- D5 Details
- D6 Details

General Notes

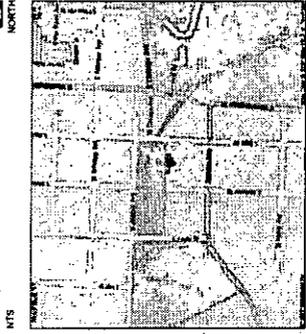
1. All map information contained from plans prepared by V3 Companies revealed September 27, 2010.
2. Verify all conditions and information on drawings. Promptly report any conceivable conditions, omissions, discrepancies or deviations from the information shown in the General Notes. The Designer is not responsible for unnoted changes or omissions required to protect professional responsibilities.
3. Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
4. Do not locate plans within 10' of utility structures. Do not locate plans within 5' horizontally of underground utility lines.
5. Photos and other materials are provided and furnished for the convenience of the Owner and jurisdictional agencies only. Confirm and retain sufficient quantities to complete the work as shown. No additional payments will be made for materials required to complete the work as shown.
6. Refer to specification manual for additional conditions, standards and notes.
7. See Civil Engineering and Architecture plans for additional site layout and existing information in right-of-way areas and pedestrian areas outside of right-of-way.
8. See Civil Engineering plans for all grading and stormwater management information.
9. See Architectural plans for building and boardwalk information.

Water Street District
North Side Improvements
January 11, 2013
01-0167-020-X02-04-09

Project Key Map



Project Location Map



Call before you dig.
800.892.0123

Hitchcock Design Group
 Civil & Survey Practice
 211 West Adams Street
 Naperville, Illinois 60540
 T 630.351.1787
 F 630.351.1922

PREPARED FOR
Marquette Companies
 173 S High Point Drive
 Rosemont, Illinois 60018

PROJECT
Water Street District North Side Improvements
 Naperville, Illinois

PROJECT NUMBER
 01-105-420-000-04-09

ISSUED
 OCTOBER 13, 2010

NO.	DATE	REVISIONS
1	10/13/10	Initial Issue
2	10/13/10	Revised per CDZ Comments
3	10/13/10	Revised per CDZ Comments
4	10/13/10	Revised per CDZ Comments
5	10/13/10	Revised per CDZ Comments
6	10/13/10	Revised per CDZ Comments
7	10/13/10	Revised per CDZ Comments
8	10/13/10	Revised per CDZ Comments
9	10/13/10	Revised per CDZ Comments
10	10/13/10	Revised per CDZ Comments
11	10/13/10	Revised per CDZ Comments
12	10/13/10	Revised per CDZ Comments
13	10/13/10	Revised per CDZ Comments
14	10/13/10	Revised per CDZ Comments
15	10/13/10	Revised per CDZ Comments
16	10/13/10	Revised per CDZ Comments
17	10/13/10	Revised per CDZ Comments
18	10/13/10	Revised per CDZ Comments
19	10/13/10	Revised per CDZ Comments
20	10/13/10	Revised per CDZ Comments

DRAWN BY
 MAA

CHECKED BY
 RCH

SHEET TITLE
Underdrain Plan

SCALE IN FEET
 1" = 20'

0' 10' 20' 40' 60'

NORTH

SHEET NUMBER
UD1

© 2011 Hitchcock Design Inc.

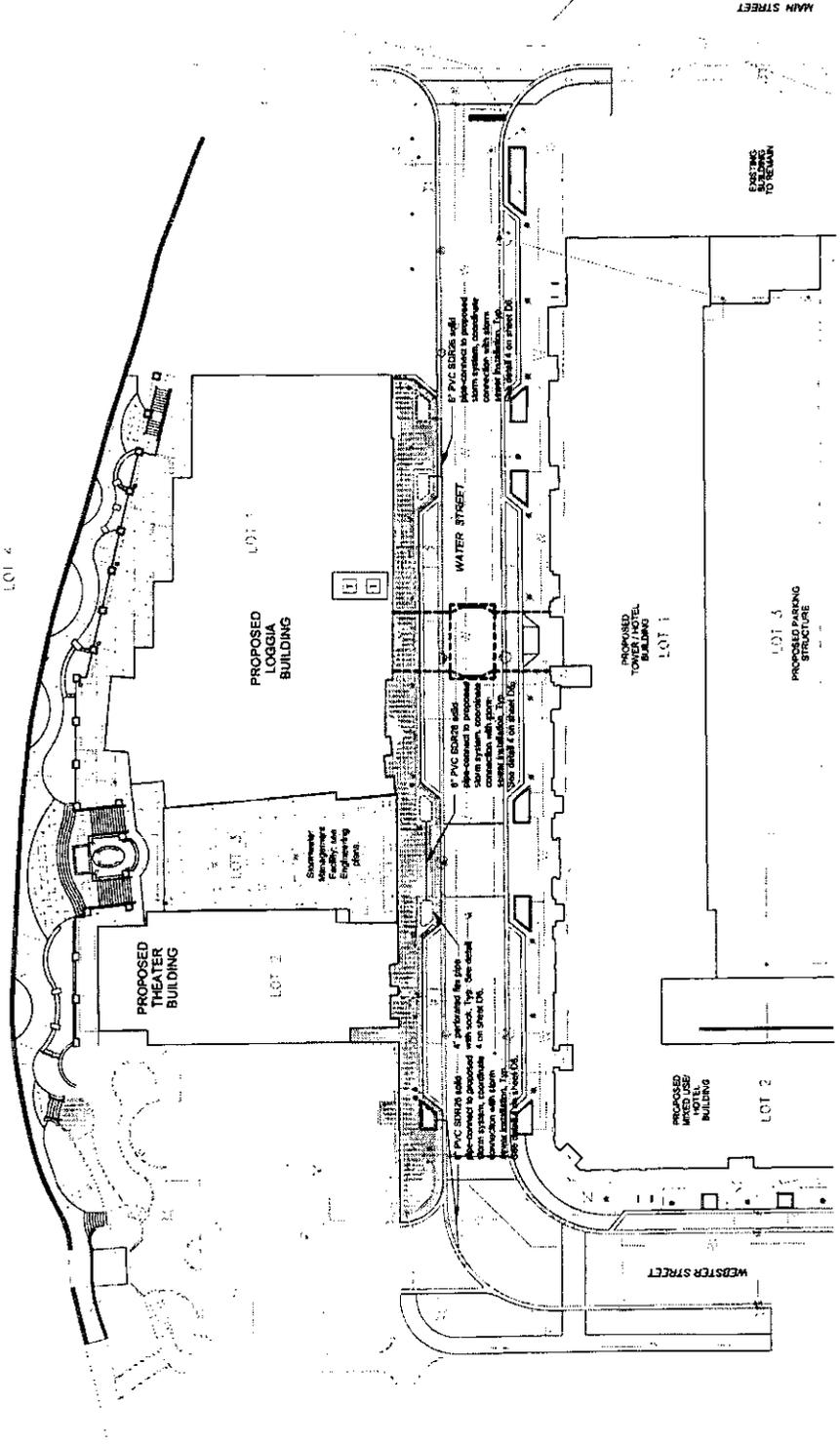


EXHIBIT F

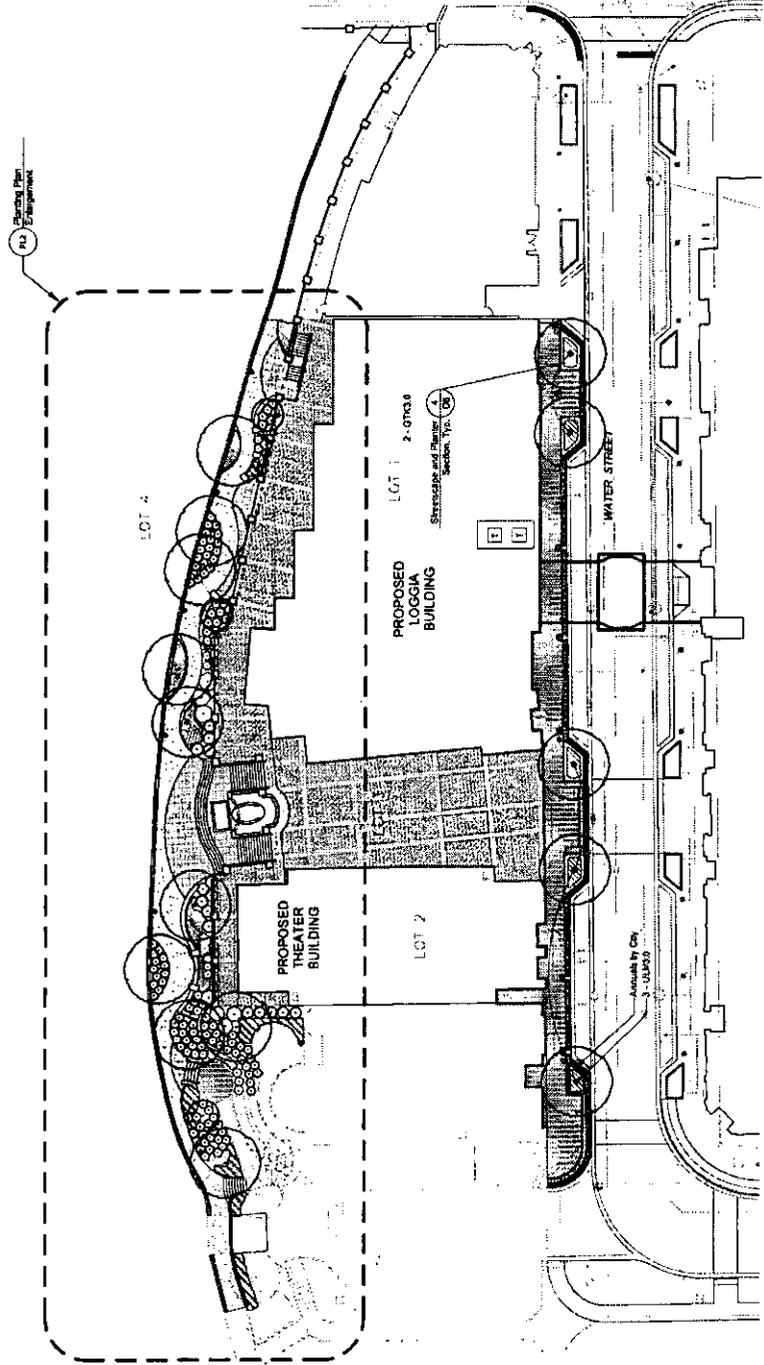
Hitchcock Design Group
 Creating Better Places
 271 West Jefferson Avenue
 Naperville, Illinois 60540
 T 630.581.1177
 F 630.581.1825

PREPARED FOR
Marquette Companies
 175 S. High Road Drive
 Romeoville, Illinois 60446

PROJECT
Water Street District North Side Improvements
 Naperville, Illinois
 PROJECT NUMBER
 013167-020-004-008

ISSUED
 October 13, 2010
 REVISIONS
 No. Date Description
 16.07.10 Revisions per City Comments
 16.07.10 Revisions per City Comments
 11.07.09 Per City Comments
 04.11.09 Revisions per City Comments
 DRAWN BY
 NMA
 CHECKED BY
 RGH
 SHEET TITLE
Planting Plan

SCALE IN FEET
 1" = 20'
 0' 10' 20' 40' 60'
 NORTH
 SHEET NUMBER
PL1
 © 2010 Hitchcock Design, Inc.

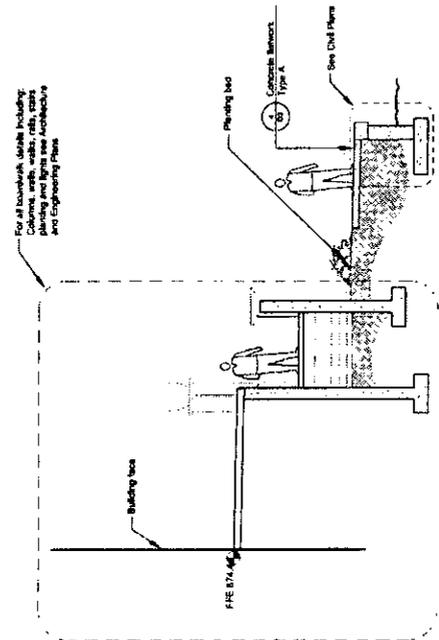


NOTE:
 All planters on Water Street are reserved for City of Naperville's annual planting program.

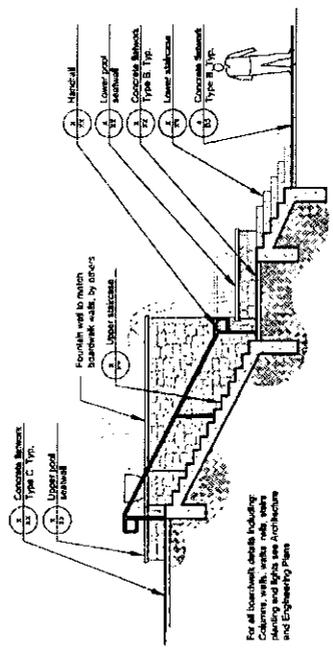
Plant List

Plant Name	Quantity	Notes
1. 12" Caliper White Birch	10	Plant in 12" x 12" planters
2. 12" Caliper Red Maple	10	Plant in 12" x 12" planters
3. 12" Caliper Green Ginkgo	10	Plant in 12" x 12" planters
4. 12" Caliper Norway Spruce	10	Plant in 12" x 12" planters
5. 12" Caliper Eastern Red Cedar	10	Plant in 12" x 12" planters
6. 12" Caliper Japanese Maple	10	Plant in 12" x 12" planters
7. 12" Caliper Dogwood	10	Plant in 12" x 12" planters
8. 12" Caliper Sweetgum	10	Plant in 12" x 12" planters
9. 12" Caliper Black Gum	10	Plant in 12" x 12" planters
10. 12" Caliper Live Oak	10	Plant in 12" x 12" planters
11. 12" Caliper Water Oak	10	Plant in 12" x 12" planters
12. 12" Caliper White Oak	10	Plant in 12" x 12" planters
13. 12" Caliper Bur Oak	10	Plant in 12" x 12" planters
14. 12" Caliper Pin Oak	10	Plant in 12" x 12" planters
15. 12" Caliper Shortleaf Pine	10	Plant in 12" x 12" planters
16. 12" Caliper Loblolly Pine	10	Plant in 12" x 12" planters
17. 12" Caliper Slash Pine	10	Plant in 12" x 12" planters
18. 12" Caliper Longleaf Pine	10	Plant in 12" x 12" planters
19. 12" Caliper Sand Pine	10	Plant in 12" x 12" planters
20. 12" Caliper Virginia Pine	10	Plant in 12" x 12" planters
21. 12" Caliper White Pine	10	Plant in 12" x 12" planters
22. 12" Caliper Loblolly Shortleaf Pine	10	Plant in 12" x 12" planters
23. 12" Caliper Shortleaf Loblolly Pine	10	Plant in 12" x 12" planters
24. 12" Caliper Loblolly Shortleaf Pine	10	Plant in 12" x 12" planters
25. 12" Caliper Shortleaf Loblolly Pine	10	Plant in 12" x 12" planters

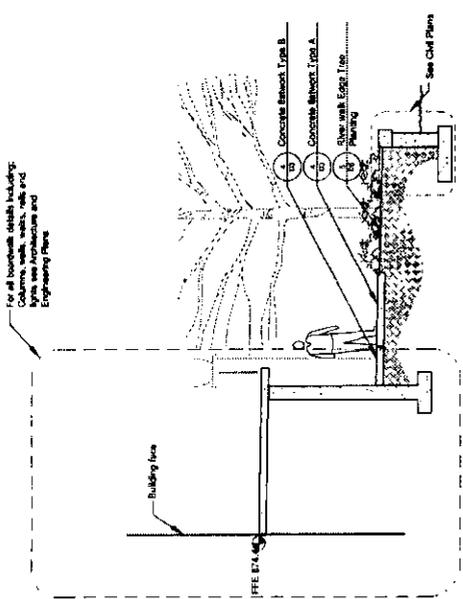
EXHIBIT F



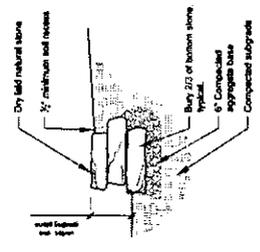
3 Section G
 Scale: 1/4" = 1'-0"



1 Section E
 Scale: 1/4" = 1'-0"



2 Section F
 Scale: 1/4" = 1'-0"



4 Dry Laid Stone
 Scale: 1/2" = 1'-0"

ISSUED
 October 13, 2010

REVISIONS	No.	Date	By
1	10/13/10	10/13/10	MAA
2	10/13/10	10/13/10	MAA
3	10/13/10	10/13/10	MAA
4	10/13/10	10/13/10	MAA
5	10/13/10	10/13/10	MAA
6	10/13/10	10/13/10	MAA
7	10/13/10	10/13/10	MAA
8	10/13/10	10/13/10	MAA
9	10/13/10	10/13/10	MAA
10	10/13/10	10/13/10	MAA

DRAWN BY
 MAA

CHECKED BY
 RDM

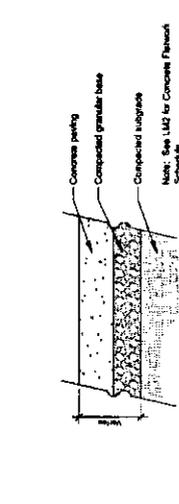
SHEET TITLE
Details

SCALE IN FEET
 as noted

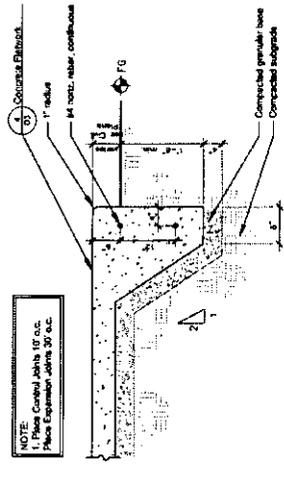


SHEET NUMBER
D2

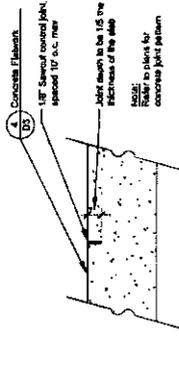
© 2010 Hitchcock Design, Inc.



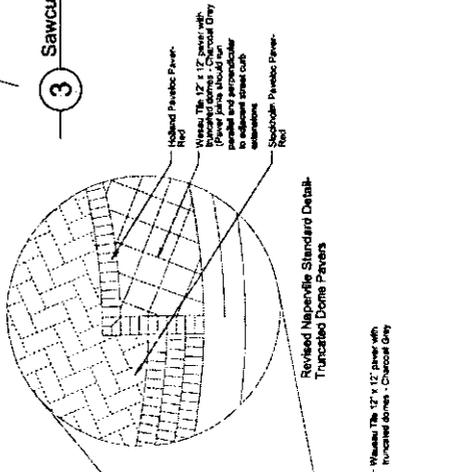
4 Concrete Flatwork
 1 1/2" x 1/2" steel reinforcement mesh



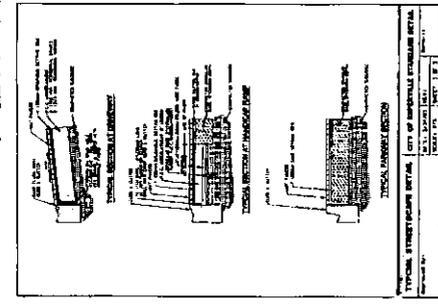
5 Concrete Flatwork w/ Thickened Edge
 1 1/2" x 1/2" steel reinforcement mesh



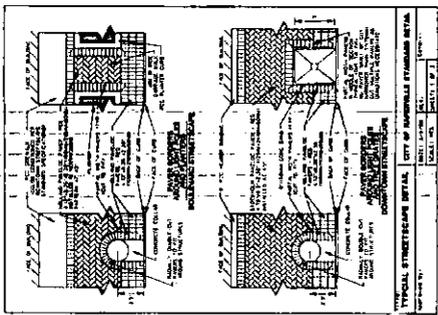
3 Sawcut Control Joint
 3" x 1/2" steel reinforcement mesh



1 Streetscape Corner Downtown
 1/2" x 1/2" steel reinforcement mesh



2 Streetscape Paving Downtown
 1/2" x 1/2" steel reinforcement mesh



2 Streetscape Paving Downtown
 1/2" x 1/2" steel reinforcement mesh

ISSUED October 13, 2010

REVISIONS	NO.	DATE	BY
1	10/13/10	10/13/10	MM
2	10/13/10	10/13/10	MM
3	10/13/10	10/13/10	MM
4	10/13/10	10/13/10	MM
5	10/13/10	10/13/10	MM
6	10/13/10	10/13/10	MM
7	10/13/10	10/13/10	MM
8	10/13/10	10/13/10	MM
9	10/13/10	10/13/10	MM
10	10/13/10	10/13/10	MM

DRAWN BY: MMA
 CHECKED BY: PCH

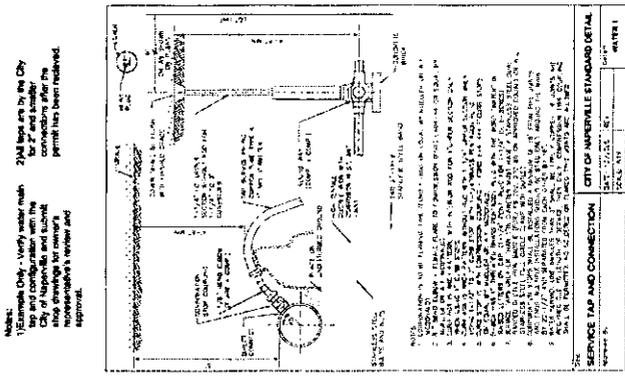
SHEET TITLE
Details

SCALE IN FEET
 as noted

NORTH

SHEET NUMBER
D3

© 2010 Hitchcock Design, Inc.



7 Water Main Tap
 not to scale

ISSUED
 October 13, 2016

REVISIONS

No.	Desc.	Date
1	Revised per City Comments	10/13/16
2	Revised per City Comments	10/13/16
3	Revised per City Comments	10/13/16
4	Revised per City Comments	10/13/16
5	Revised per City Comments	10/13/16
6	Revised per City Comments	10/13/16
7	Revised per City Comments	10/13/16
8	Revised per City Comments	10/13/16
9	Revised per City Comments	10/13/16
10	Revised per City Comments	10/13/16
11	Revised per City Comments	10/13/16
12	Revised per City Comments	10/13/16
13	Revised per City Comments	10/13/16
14	Revised per City Comments	10/13/16
15	Revised per City Comments	10/13/16
16	Revised per City Comments	10/13/16
17	Revised per City Comments	10/13/16
18	Revised per City Comments	10/13/16
19	Revised per City Comments	10/13/16
20	Revised per City Comments	10/13/16
21	Revised per City Comments	10/13/16
22	Revised per City Comments	10/13/16
23	Revised per City Comments	10/13/16
24	Revised per City Comments	10/13/16
25	Revised per City Comments	10/13/16
26	Revised per City Comments	10/13/16
27	Revised per City Comments	10/13/16
28	Revised per City Comments	10/13/16
29	Revised per City Comments	10/13/16
30	Revised per City Comments	10/13/16
31	Revised per City Comments	10/13/16
32	Revised per City Comments	10/13/16
33	Revised per City Comments	10/13/16
34	Revised per City Comments	10/13/16
35	Revised per City Comments	10/13/16
36	Revised per City Comments	10/13/16
37	Revised per City Comments	10/13/16
38	Revised per City Comments	10/13/16
39	Revised per City Comments	10/13/16
40	Revised per City Comments	10/13/16
41	Revised per City Comments	10/13/16
42	Revised per City Comments	10/13/16
43	Revised per City Comments	10/13/16
44	Revised per City Comments	10/13/16
45	Revised per City Comments	10/13/16
46	Revised per City Comments	10/13/16
47	Revised per City Comments	10/13/16
48	Revised per City Comments	10/13/16
49	Revised per City Comments	10/13/16
50	Revised per City Comments	10/13/16

DRAWN BY
 NMA

CHECKED BY
 RGH

SHEET TITLE

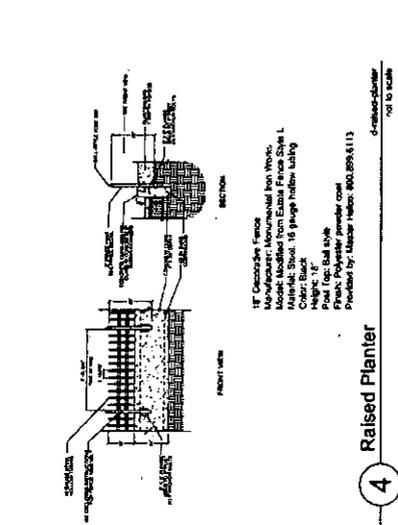
Details

SCALE IN FEET
 as noted

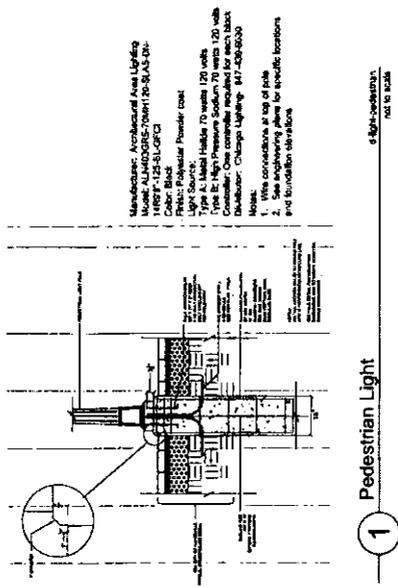
NORTH

SHEET NUMBER
D4

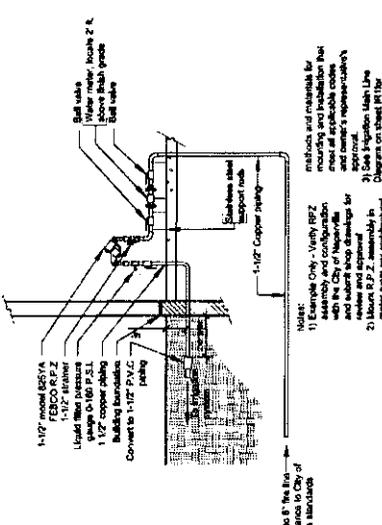
© 2016 Hitchcock Design, Inc.



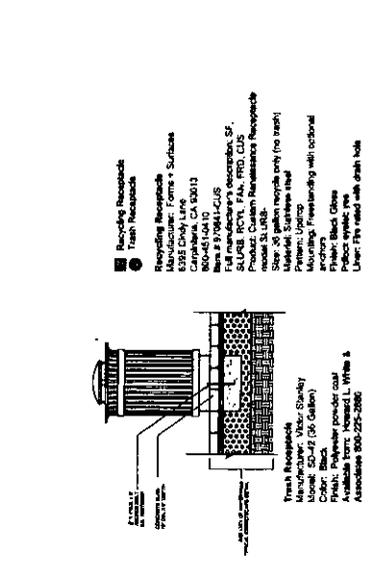
4 Raised Planter
 not to scale



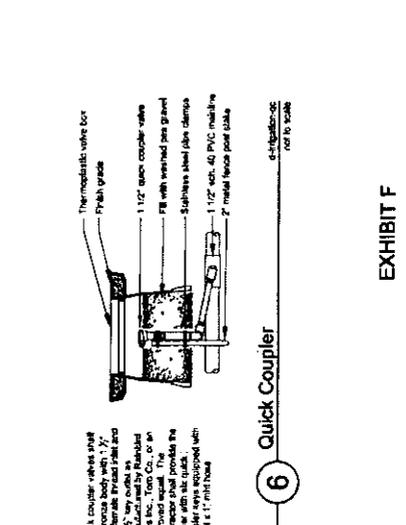
1 Pedestrian Light
 not to scale



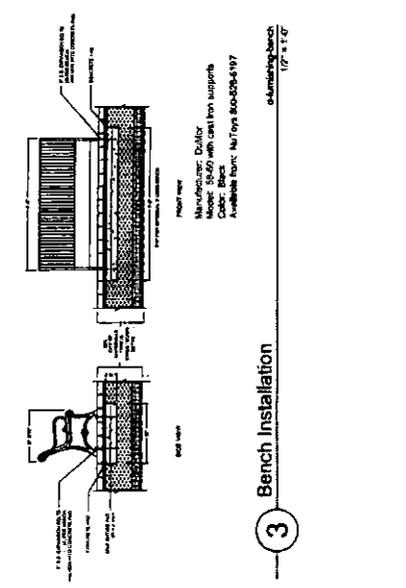
5 R.P.Z. Assembly
 not to scale



3 Trash and Recycling Receptacles
 not to scale



6 Quick Coupler
 not to scale



3 Bench Installation
 not to scale

ISSUED
 October 13, 2010

NO.	DATE	REVISIONS
1	10/13/10	Revised per City Comments
2	10/13/10	Revised per City Comments
3	10/13/10	Revised per City Comments
4	10/13/10	Revised per City Comments
5	10/13/10	Revised per City Comments
6	10/13/10	Revised per City Comments

DRAWN BY
 NAA
 CHECKED BY
 RSP
 SHEET TITLE
Details

SCALE IN FEET
 as noted

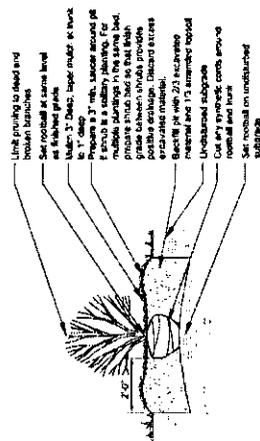
NOTES

SHEET NUMBER
D6

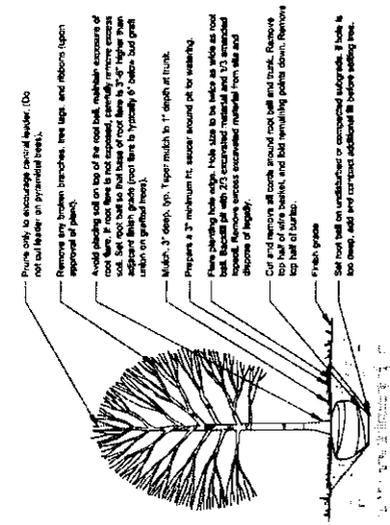
© 2010 Hitchcock Design, Inc.



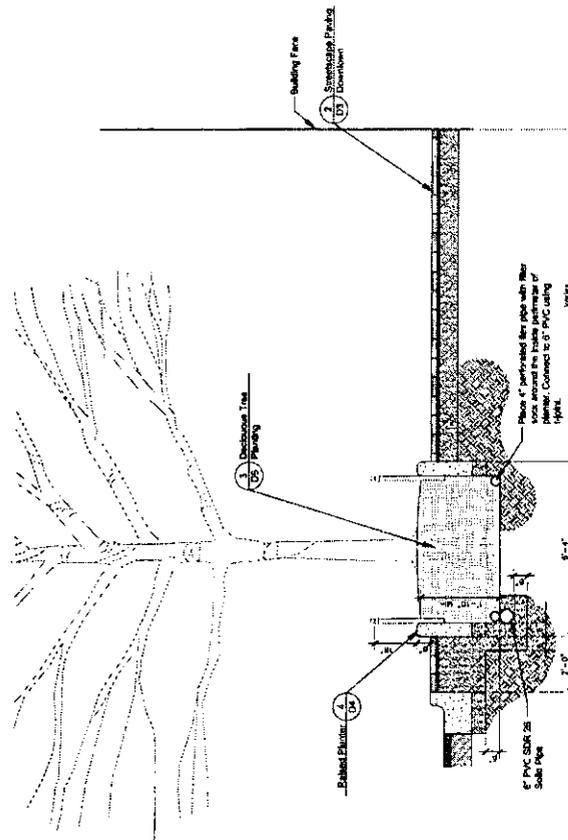
1 Annual/Perennial/Groundcover Planting
 Scale: 1/2" = 1'-0"



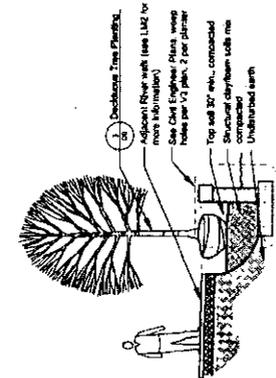
2 Shrub Planting
 Scale: 1/2" = 1'-0"



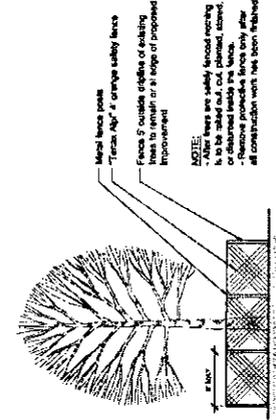
3 Deciduous Tree Planting
 Scale: 1/2" = 1'-0"



4 Streetscape and Planter Section
 Scale: 1/2" = 1'-0"



5 Riverwalk Edge Tree Planting
 Scale: 1/4" = 1'-0"



6 Tree Protection Fence
 Scale: 1/2" = 1'-0"



Creating Better Places®

221 West Jefferson Avenue
Naperville, Illinois 60540
T 630.961.1787
F 630.961.9925
www.hitchcockdesigngroup.com

Water Street District South Side Improvements Final Landscape Plans

Naperville, Illinois
January 11, 2013

Marquette Companies
175 S High Point Drive
Romeoville, Illinois 60446

Project Number:
01-0167-020-X02-04-09

Project Team
 Civil Engineer V3 Companies
 7325 Jones Avenue
 Naperville, Illinois 60563
 T (630) 224-8200
 F (630) 274-8202
 Architect Sullivan Goulette & Wilson, Ltd.
 702 North Franklin, Suite 200
 Naperville, Illinois 60563
 T (312) 888-7112
 F (312) 888-7408

Sheet Index

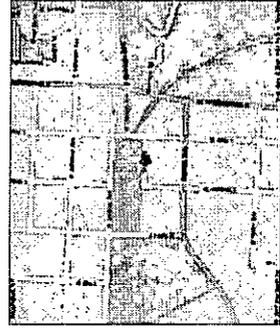
- LM1 Streetscape Layout & Materials Plan
- UD1 Streetscape Underdrain Plan
- IR1 Streetscape Irrigation Plan
- PL1 Streetscape Landscape Plan
- D1 Streetscape Details
- D2 Streetscape Details
- D3 Streetscape Details

General Notes

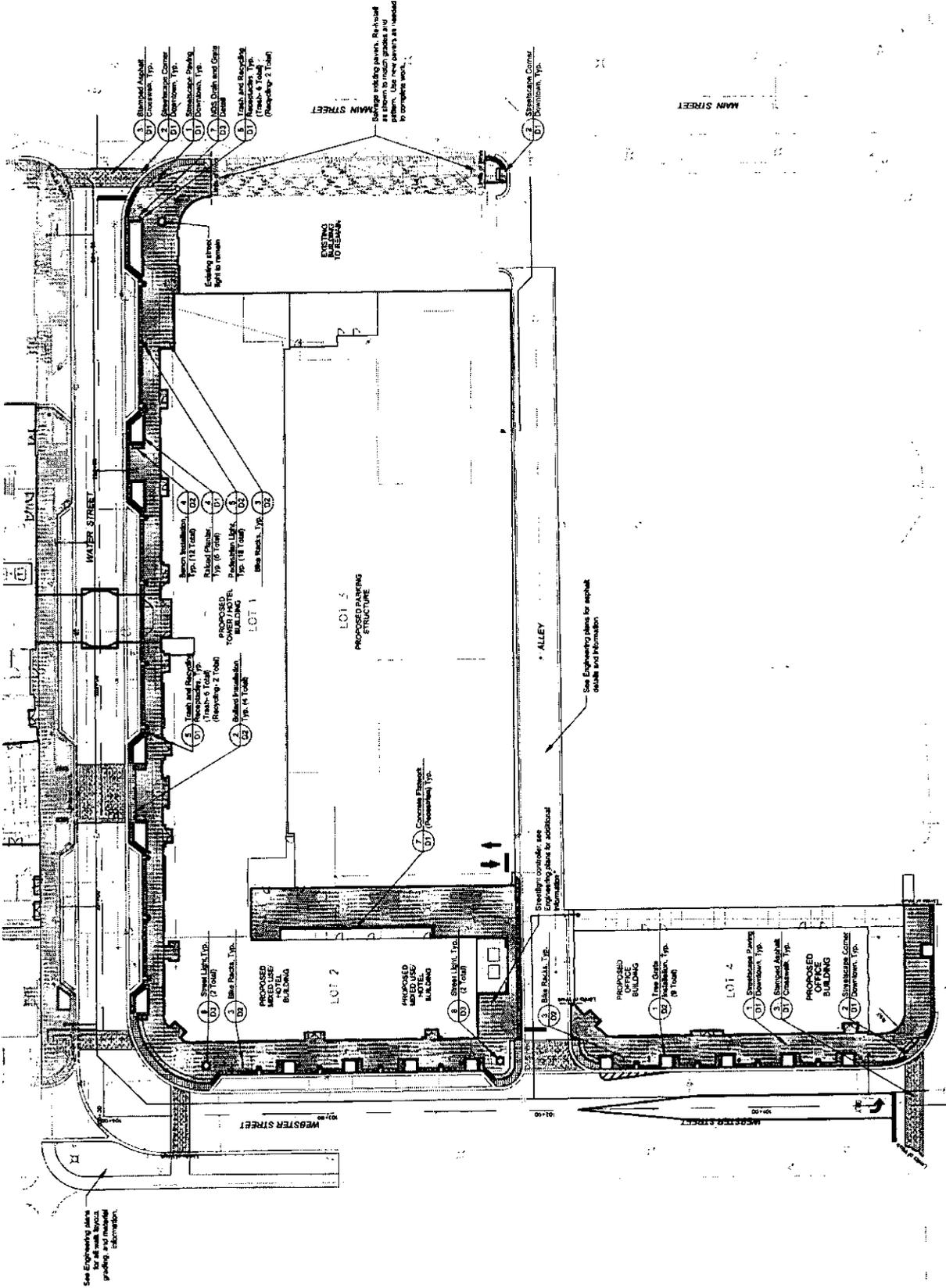
1. Basepoint information obtained from plans prepared by V3 Companies received September 22, 2010.
2. Verify all conditions and information on drawings. Thoroughly report any discrepancies, omissions, inaccuracies or deviations from the information shown in the Contract Documents. All proposed changes for unanticipated changes or errors must be reported to contract administrator electronically.
3. Elected and/or approved local and/or conditions necessary for the proper execution of the work. Comply with codes applicable to the work.
4. Do not locate phone vaults, 10' of utility structures, do not locate plants within 5' proximity of underground utility lines.
5. Plants and other materials are quantities and submitted for the convenience of the contractor and are not guaranteed. Certain soil and/or additional quantities to complete the work as shown. The contractor's performance will be held responsible for any quantities required to complete the work as shown.
6. Refer to specifications received for additional conditions, materials and notes.
7. See Civil Engineering plans for additional site layout and material information in vertical areas and pedestrian areas outside of work limits.
8. See Civil Engineering plans for grading information.
9. See Architectural plans for building information.

Project Location Map

NOT TO SCALE



Streetscape Improvements North of Water Street To Be Part of Future Phase



Hitchcock Design Group
 Consulting Street Planners
 221 West Jefferson Avenue
 Naperville, Illinois 60563
 T 630.461.1717
 F 630.381.1825

PREPARED FOR
Marquette Companies
 175 S High Road Drive
 Roseville, Illinois 60442

PROJECT
Water Street District South Side Improvements
 Naperville, Illinois

PROJECT NUMBER
 01-147-000-102-01-09

ISSUED October 15, 2010

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/10	Initial Issue
2	10/22/10	Revised for City Comments
3	11/11/10	Revised for City Comments
4	11/11/10	Revised for City Comments
5	11/11/10	Revised for City Comments
6	11/11/10	Revised for City Comments
7	11/11/10	Revised for City Comments
8	11/11/10	Revised for City Comments
9	11/11/10	Revised for City Comments
10	11/11/10	Revised for City Comments
11	11/11/10	Revised for City Comments
12	11/11/10	Revised for City Comments
13	11/11/10	Revised for City Comments
14	11/11/10	Revised for City Comments
15	11/11/10	Revised for City Comments
16	11/11/10	Revised for City Comments
17	11/11/10	Revised for City Comments
18	11/11/10	Revised for City Comments
19	11/11/10	Revised for City Comments
20	11/11/10	Revised for City Comments
21	11/11/10	Revised for City Comments
22	11/11/10	Revised for City Comments
23	11/11/10	Revised for City Comments
24	11/11/10	Revised for City Comments
25	11/11/10	Revised for City Comments
26	11/11/10	Revised for City Comments
27	11/11/10	Revised for City Comments
28	11/11/10	Revised for City Comments
29	11/11/10	Revised for City Comments
30	11/11/10	Revised for City Comments
31	11/11/10	Revised for City Comments
32	11/11/10	Revised for City Comments
33	11/11/10	Revised for City Comments
34	11/11/10	Revised for City Comments
35	11/11/10	Revised for City Comments
36	11/11/10	Revised for City Comments
37	11/11/10	Revised for City Comments
38	11/11/10	Revised for City Comments
39	11/11/10	Revised for City Comments
40	11/11/10	Revised for City Comments
41	11/11/10	Revised for City Comments
42	11/11/10	Revised for City Comments
43	11/11/10	Revised for City Comments
44	11/11/10	Revised for City Comments
45	11/11/10	Revised for City Comments
46	11/11/10	Revised for City Comments
47	11/11/10	Revised for City Comments
48	11/11/10	Revised for City Comments
49	11/11/10	Revised for City Comments
50	11/11/10	Revised for City Comments

DRAWN BY
 KMA

CHECKED BY
 CMB

SHEET TITLE
Streetscape Layout & Materials

SCALE IN FEET
 1" = 30'

0' 10' 20' 40' 60'

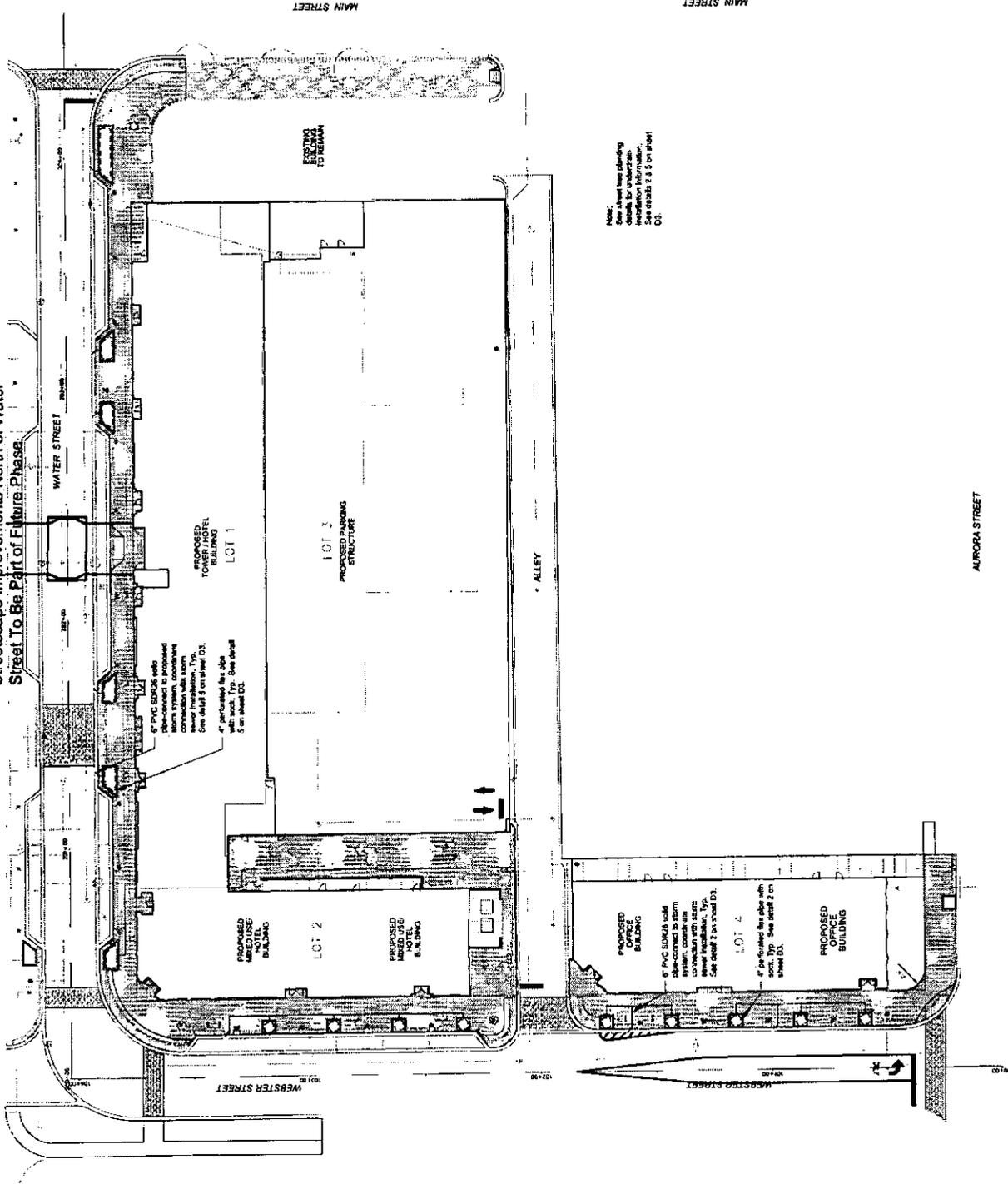
NORTH

SHEET NUMBER
LM1

© 2010 Hitchcock Design, Inc.

EXHIBIT G

Streetscape Improvements North of Water Street To Be Part of Future Phase



Note:
See sheet for planting
See sheet for lighting
See sheet for
protection information.
See sheets 2 & 5 on sheet
D1.

Hitchcock Design Group
 Chicago District Offices
 511 West Madison
 Naperville, Illinois 60540
 T: 630.951.1787
 F: 630.951.1825

PREPARED FOR
Marquette Companies
 175 S High Point Drive
 Roseville, Illinois 60018

PROJECT
Water Street District South Side Improvements
 Naperville, Illinois
 PROJECT NUMBER
 01405-00000-04-00

ISSUED October 13, 2010

REVISIONS	DATE	BY	DESCRIPTION
1	10/13/10	W. H. H. / J. C. C.	Initial Set of Conditions
2	10/27/10	W. H. H. / J. C. C.	Revised Set of Conditions
3	11/11/10	W. H. H. / J. C. C.	Revised Set of Conditions

DRAWN BY
 CHECKED BY
 C.M.P.

SHEET TITLE

Streetscape Underdrain Plan

SCALE IN FEET
 1" = 20'

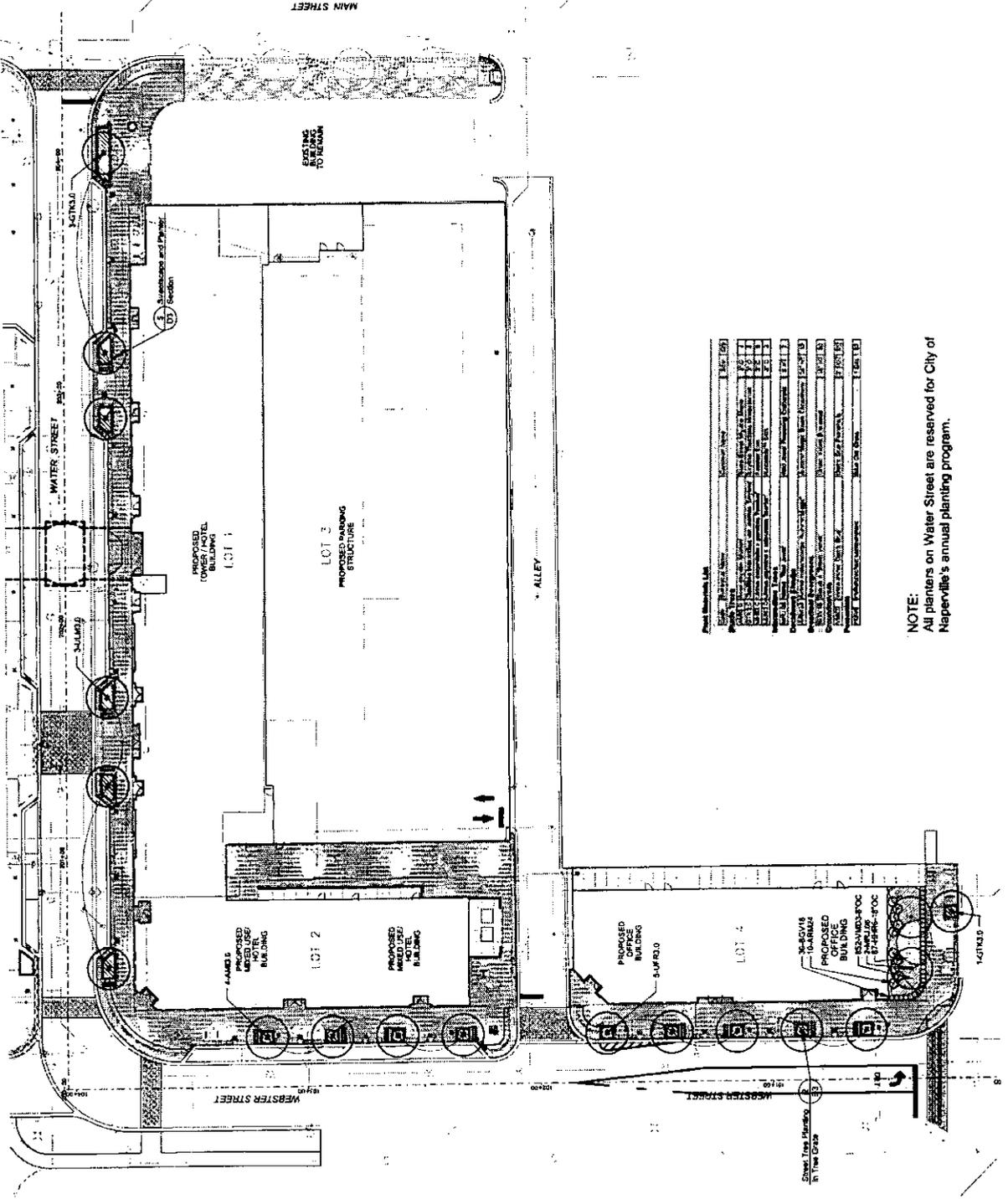
0' 10' 20' 40' 60'

NORTH

SHEET NUMBER
UD1

© 2010 Hitchcock Design Inc.

Streetscape Improvements North of Water Street To Be Part of Future Phase



Plant	Quantity	Notes
1. 12' x 12' Tree	1	Plant on Lot 1
2. 12' x 12' Tree	1	Plant on Lot 2
3. 12' x 12' Tree	1	Plant on Lot 3
4. 12' x 12' Tree	1	Plant on Lot 4
5. 12' x 12' Tree	1	Plant on Lot 1
6. 12' x 12' Tree	1	Plant on Lot 2
7. 12' x 12' Tree	1	Plant on Lot 3
8. 12' x 12' Tree	1	Plant on Lot 4
9. 12' x 12' Tree	1	Plant on Lot 1
10. 12' x 12' Tree	1	Plant on Lot 2
11. 12' x 12' Tree	1	Plant on Lot 3
12. 12' x 12' Tree	1	Plant on Lot 4
13. 12' x 12' Tree	1	Plant on Lot 1

NOTE:
All planters on Water Street are reserved for City of Naperville's annual planting program.

Hitchcock Design Group
 Creating Better Places®
 271 West Johnson Avenue
 Naperville, Illinois 60540
 T 630.581.1177
 F 630.581.1302

PREPARED FOR
Marquette Companies
 175 S High Point Drive
 Rosemont, Illinois 60018

PROJECT
Water Street District South Side Improvements
 Naperville, Illinois
 PROJECT NUMBER
 010107-ADD-202-04-09

ISSUED 12.2010
 REVISIONS
 No. Date Description
 1 12.17.10 Revised per City Comments
 2 12.27.12 Revised per City Comments
 3 12.28.12 Revised per City Comments
 4 12.11.13 Revised per City Comments

DRAWN BY
 MAA
 CHECKED BY
 GBR
 SHEET TITLE

Streetscape Landscape Plan

SCALE IN FEET
 1" = 20'

0' 10' 20' 40' 60'

NORTH

SHEET NUMBER
PL1

© 2010 Hitchcock Design, Inc.

REVISIONS	No.	Date	Issue
1	01/13/10		Issue
2	01/13/10		Revised per City Comments
3	01/13/10		Revised per City Comments
4	01/13/10		Revised per City Comments
5	01/13/10		Revised per City Comments

DRAWN BY
 MAA

CHECKED BY
 USR

SHEET TITLE
**Streetscape
 Details**

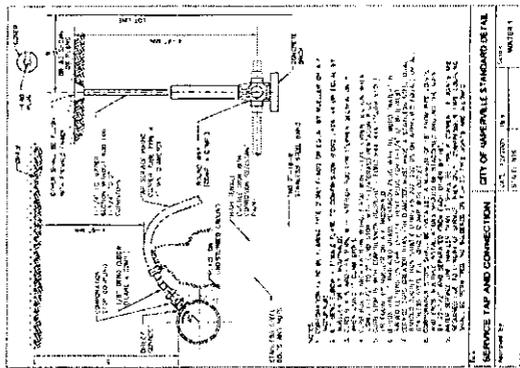
SCALE IN FEET
 1" = 1'-0"

NORTH

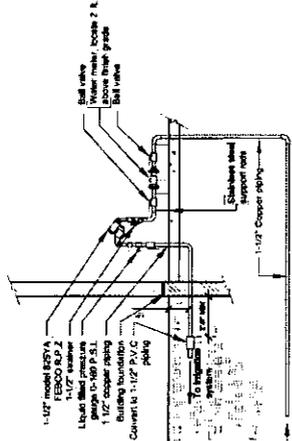
SHEET NUMBER
D2

© 2010 Hitchcock Design, Inc.

Notes:
 1. Inside Only - Verify water main size and configuration and submit shop drawings to engineer for approval.
 2. All work shall be in accordance with the City of Naperville and submit shop drawings to engineer for approval.
 3. See Integration Main Line Diagram on sheet R1 for diagrammatic layout.

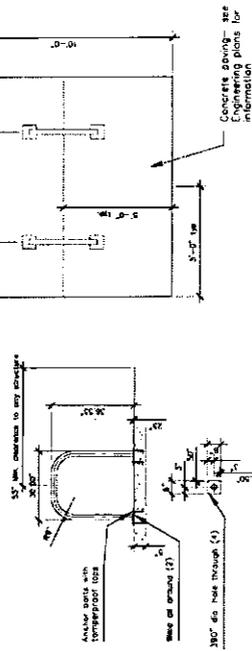


6 Water Main Tap
 not to scale

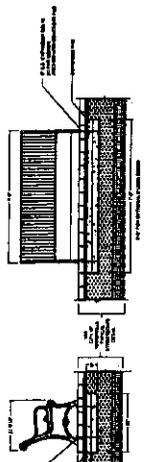


5 R.P.Z. Assembly
 not to scale

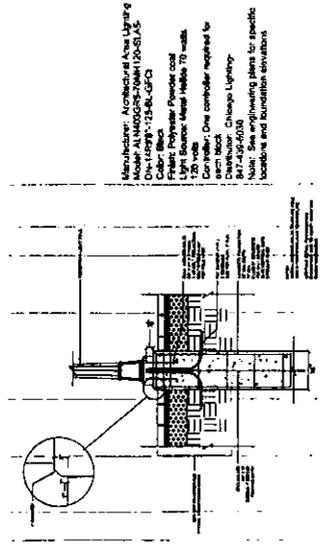
SUNSHINE FURNITURE GROUP, LLC
 2000 W. 11th Street
 Madison, WI 53711
 1-800-783-7257
 Fax: 608-274-6555
 www.sunshinefurniture.com



3 Bicycle Rack (Typ.)
 not to scale

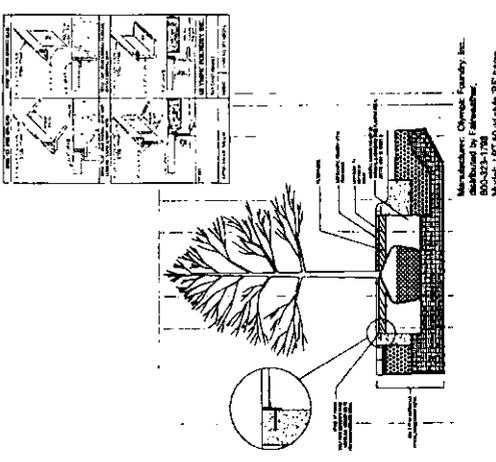


4 Bench Installation
 not to scale

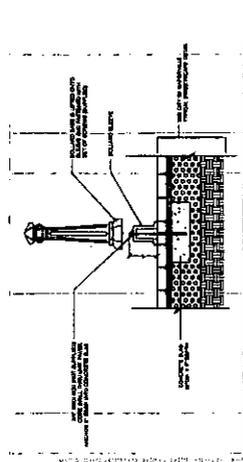


5 Pedestrian Light
 not to scale

OLYMPIC FURNITURE, INC.
 800-233-1788
 Model: LPT 60 or style RP frame Finish: No Finish



1 Tree Grate Installation
 not to scale



2 Bollard Installation
 not to scale

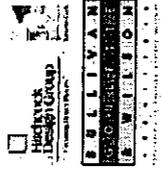
DEVELOPMENT BY:



BUILDING ONE: LOGGIA ELEVATIONS

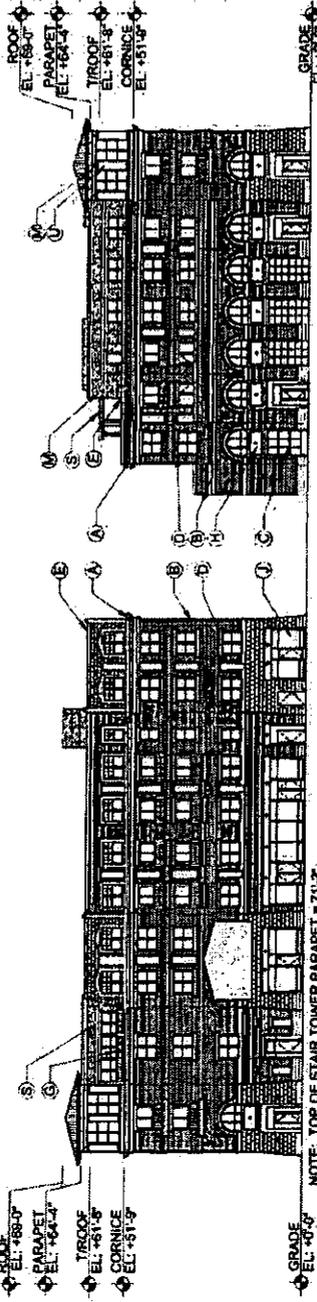
REVISED: FEBRUARY 13, 2013

WATER STREET DISTRICT
 CHICAGO, ILLINOIS 60640



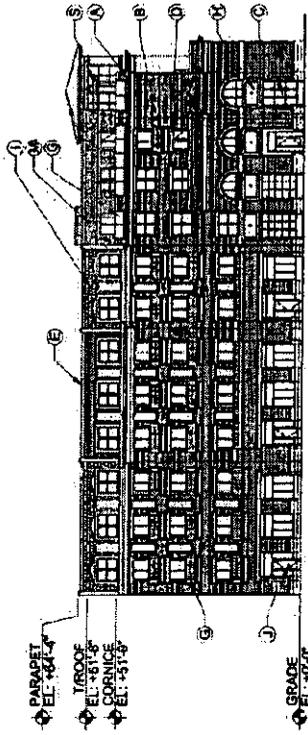
PC-22

ITEM	OPTION
A. CORNICE	1. STUCCO 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
C. WINDOW WALLS	1. CLEAR OR TINTED GLASS 2. PREFINISHED ALUMINUM 3. GLASS CURTAIN OR SLIDING DOORS
D. WINDOW / DOOR HEADER	1. STONE OR CAST STONE
E. PARAPET COPPING	1. STONE 2. METAL CAP
F. ROOF DECK PARTITIONS	1. PFC 2. METAL
G. JULIET BALCONY OR GUARD RAIL	1. PREFINISHED ALUMINUM RAILS 2. GLASS PANEL
H. SPANDRELS	1. ACID WASH PRECAST CONCRETE
I. MAINFORD ROOF	1. RECYCLED RUBBER 2. RUBBER
J. TENANT STOREFRONT AND BULKHEADS	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL 5. STEEL (ITEMS 3-4 SUBJECT TO APPROVAL OF PLANNING TEAM AT TIME OF PERMIT)
M. FRAME WALLS	1. HARD-PLANK PREFINISHED PLASTER 2. SYNTHETIC PLASTER
O. AWNINGS	1. CANVAS
P. ELEVATOR OVER-RUN & STAIR TOWER BEYOND	1. HARD-PLANK PREFINISHED PLASTER 2. SYNTHETIC PLASTER
S. PERGOLA	1. PFC 2. PREFINISHED ALUMINUM 3. FIBERGLASS
U. COLUMNS	1. CELLULAR PVC 2. METAL

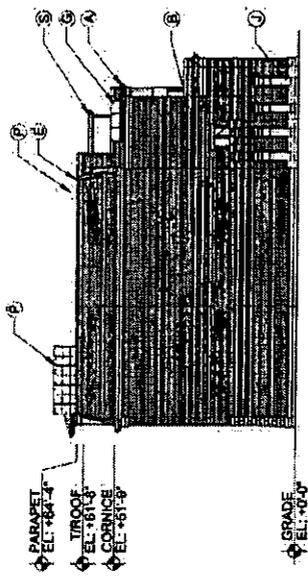


SOUTH ELEVATION

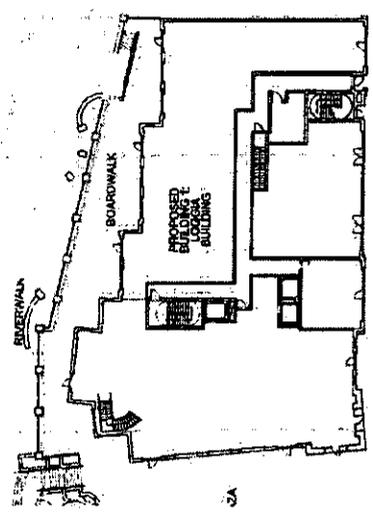
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



GROUND FLOOR PLAN

ex. H

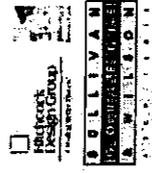


BUILDING TWO: THEATRE ELEVATIONS

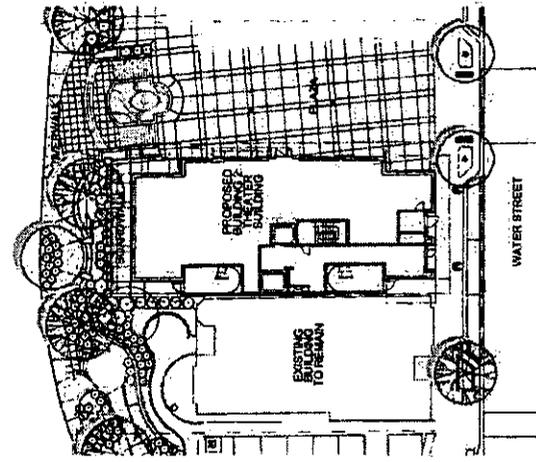
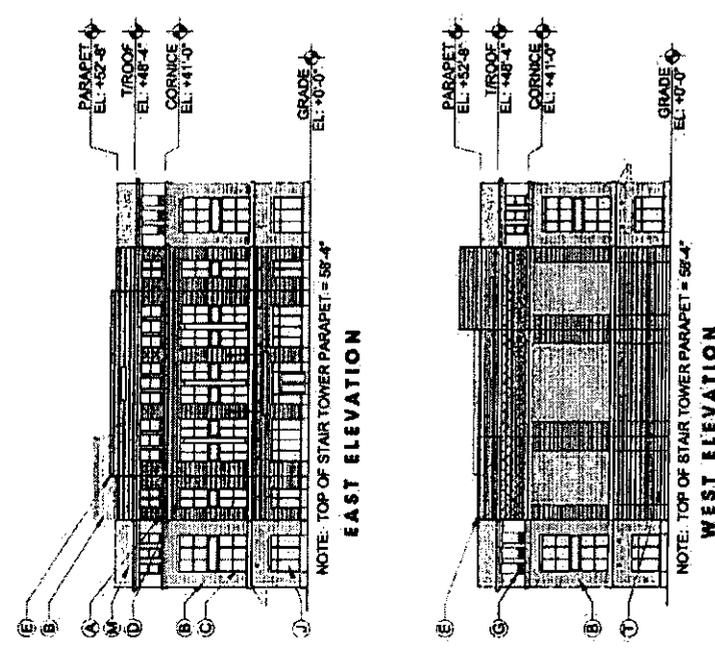
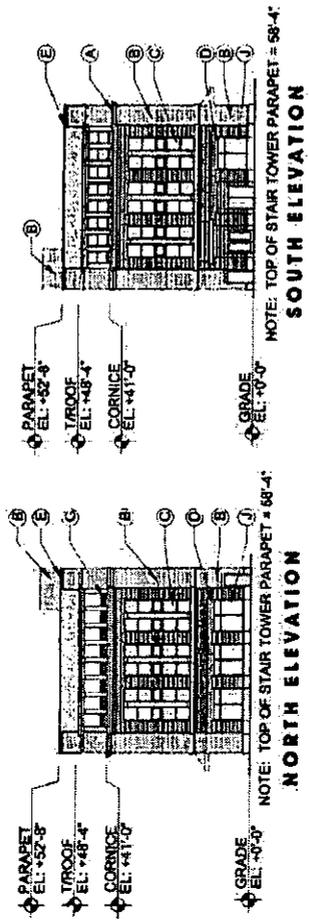
ITEM	OPTION
A. CORNICE	1. PYCON 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
C. WINDOW WALLS	1. CLEAR OR TINTED GLASS 2. ALUMINUM 3. VINYL FRAMES 4. GLASS SWING OR SLIDING DOORS
D. WINDOW / DOOR HEADER	1. STONE 2. CAST STONE
E. PARAPET COPING	1. STONE 2. METAL CAP
G. GUARD RAIL	1. PRESURISHED ALUMINUM RAILS
H. SPANDRELS	1. AGG WASH PRECAST CONCRETE
J. TENANT STOREFRONT AND BULKHEADS (ITEMS I & J SUBJECT TO APPROVAL OF PLANNING TEAM AT TIME OF PERMIT)	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL 5. GLASS STOREFRONT 7. CEMENT BOARD 8. WOOD PANELING
M. FRAME WALLS	1. SYNTHETIC PLASTER
O. AWNINGS	1. CANVAS
T. RUSTICATED MASONRY	1. RUSTICATED STONE

REVISED: FEBRUARY 13, 2013

WATER STREET DISTRICT
MAPERVILLE, ILLINOIS 62440



PC-23



Exh. H

DEVELOPMENT BY:

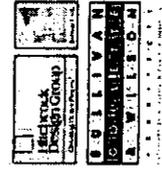


**BUILDING THREE: HOTEL
ELEVATIONS**

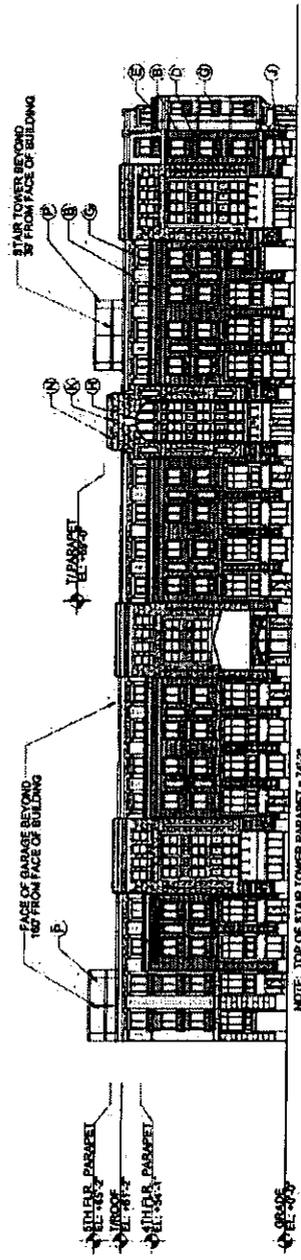
ITEM	SECTION
A. CORNICE	1. PYLON 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
D. WINDOW / DOOR HEADER	1. MODULAR THIN BRICK
E. PARAPET COPING	1. ACID WASH PRECAST CONCRETE 2. METAL CAP
F. ROOF DECK PARTITIONS	1. BRICK 2. METAL
G. JULIET BALCONY OR GUARD RAIL	1. PREFINISHED ALUMINUM RAILS
H. SPANDRELS	1. ACID WASH PRECAST CONCRETE
J. TERRACE STONEFRONT AND BULKHEADS	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL 5. STEEL (ITEMS 3-5 SUBJECT TO APPROVAL OF PLANNING TEAM AT TIME OF PERMIT)
K. TOWER BEACON	1. GLASS BLOCK
M. FRAME WALLS	1. HAND-PLANK PREFINISHED 2. SYNTHETIC PLASTER
N. ARCHITECTURAL MASONRY ORNAMENTATION	1. PRECAST W/ MODULAR THIN BRICK OR CAST STONE 2. CANVAS
O. AWNINGS	1. CANVAS
P. ELEVATOR OVER- RUN & STAIR TOWER BEYOND	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	1. SCORED/PANELIZED STUCCO

REVISED
FEBRUARY 21, 2011

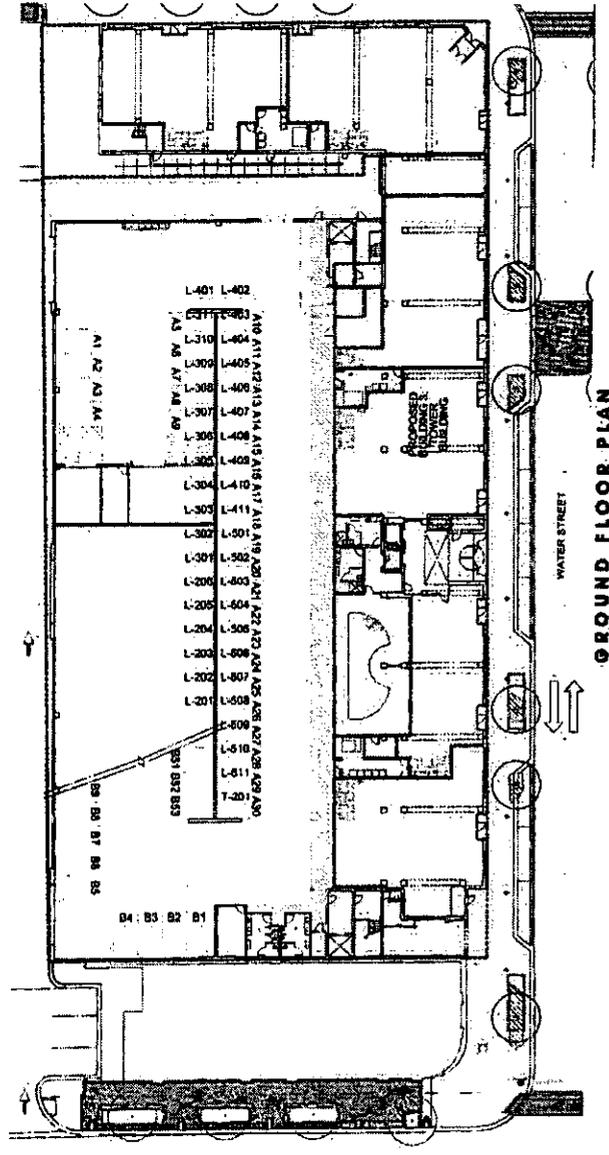
**WATER STREET
DISTRICT**
MAPEVILLE, ILLINOIS 60440



PC-24A



NORTH ELEVATION



GROUND FLOOR PLAN

e-xh. 14.

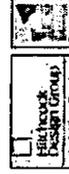
DEVELOPMENT BY:



BUILDING THREE: HOTEL ELEVATIONS

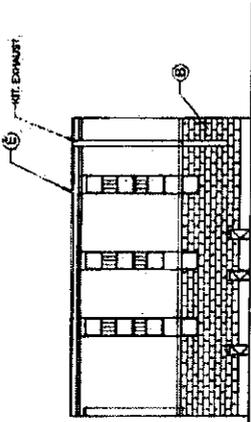
RE-USED: FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540

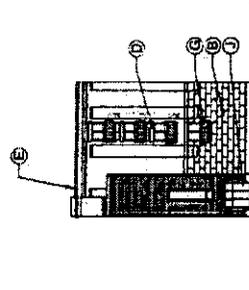


PC-24B

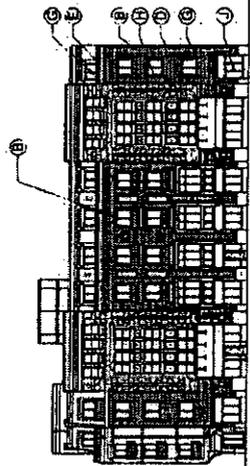
ITEM	DEFINITION
A. CORNICE	1. FYPON 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
D. WINDOW / DOOR HEADER	1. MODULAR THIN BRICK
E. PARAPET COPING	1. ACID WASH PRECAST CONCRETE 2. METAL CAP
F. ROOF DECK PARTITIONS	1. PIPE 2. METAL
G. JULIET BALCONY OR GUARD RAIL	1. PREFINISHED ALUMINIUM RAILS
H. SPANDRELS	1. ACID WASH PRECAST CONCRETE
J. TENANT STOREFRONT AND BULKHEADS	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL
(ITEMS I-K SUBJECT TO APPROVAL OF PLANNING TEAM AT TIME OF PERMIT)	5. STEEL 6. GLASS STOREFRONT 7. DENENT BOARD 8. WOOD PANELING
K. TOWER BEACON	1. GLASS BLOCK
M. FRAME WALLS	1. HARD-PLANK PREFINISHED 2. SYNTHETIC PLASTER
N. ARCHITECTURAL MASONRY ORNAMENTATION	1. PRECAST W/ MODULAR THIN BRICK OR CAST STONE
O. AWNINGS	1. CANVAS
P. ELEVATOR OVER-RUN & STAIR TOWER BEYOND	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	1. SCORED/PANELIZED STUCCO



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



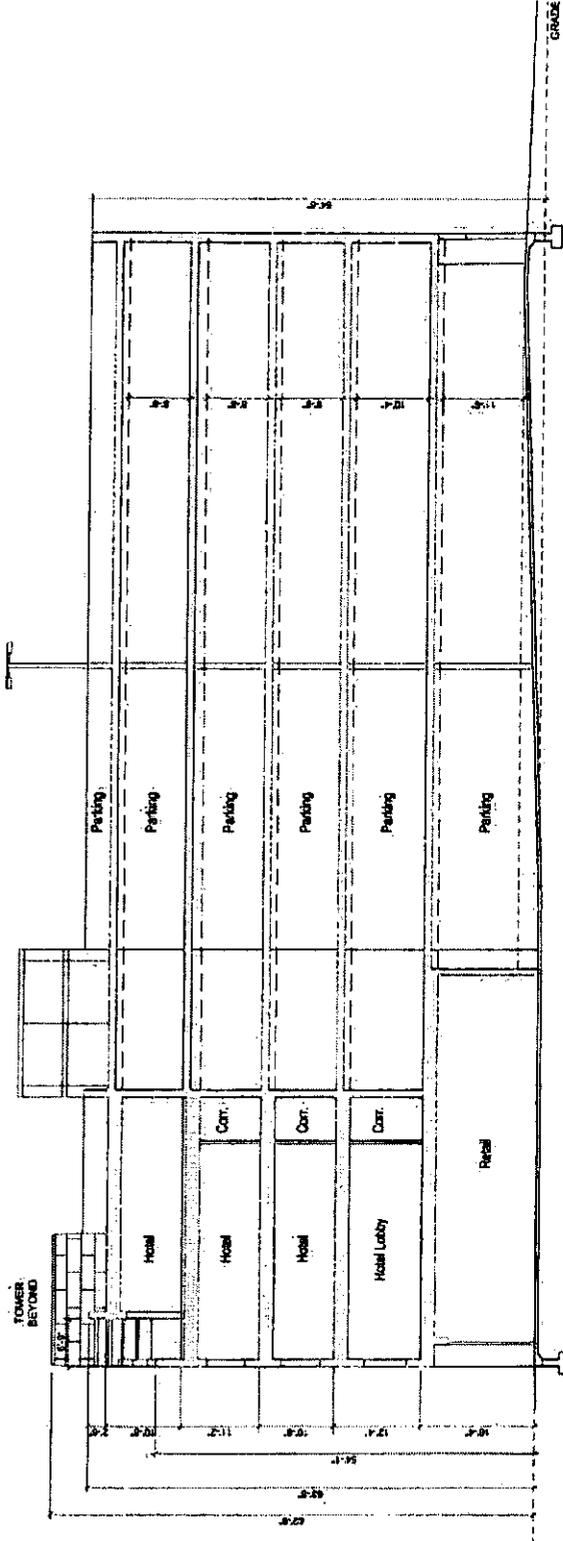
exh H

DEVELOPMENT BY:



MARQUETTE COMPANIES

BUILDING THREE: HOTEL SECTION



3 - Hotel Building

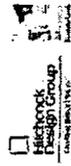
Parking Garage

BUILDING 3 SECTION



REVISED FEBRUARY 21, 2013

WATER STREET DISTRICT MAPERVILLE, ILLINOIS 60540



BULLIVANT ARCHITECTS A WILSON

PC-24C

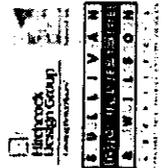
Exh A

DEVELOPER/OWNER:
M
MARQUETTE COMPANIES

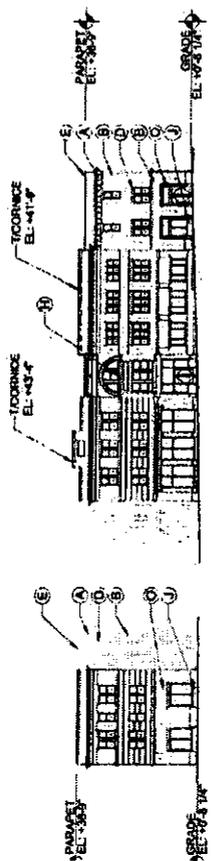
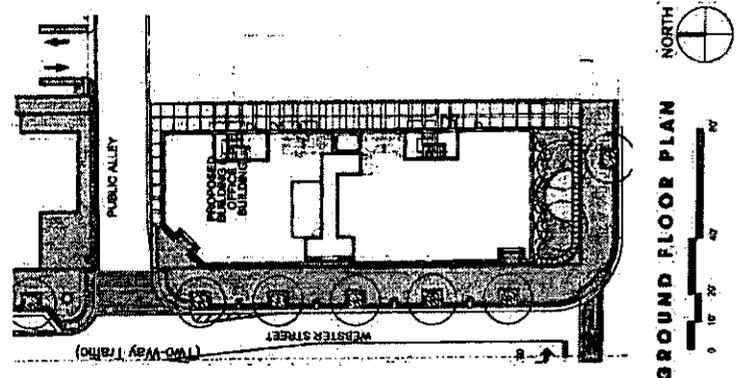
BUILDING FIVE: OFFICE ELEVATIONS

ITEM	OPTION
A. CORNICE	1. PYLON 2. SMOOTH STUCCO 3. PRECAST CONCRETE
B. MASONRY WALLS	1. MODULAR FACE BRICK 2. CAST OR NATURAL STONE
D. WINDOW/DOOR HEADER	1. STONE 2. CAST STONE
E. PARAPET COPING	1. STONE 2. METAL CAP
H. SPANDRELS	1. ACID WASH PRECAST CONCRETE
J. TENANT STOREFRONT AND BILLHEADS (ITEMS & SUBJECT TO ARCHITECT PLANNING TEAM AT TIME OF PERMIT)	1. CAST STONE 2. BRICK 3. CELLULAR PVC 4. METAL 5. GLASS STOREFRONT 6. GLASS STOREFRONT 7. CEILING BOARD 8. WOOD PANELING
O. AWNINGS	1. CANVAS
Q. GAS METER	1. SCORED/PANELIZED STUCCO

REVISED - FEBRUARY 12, 2013
WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540

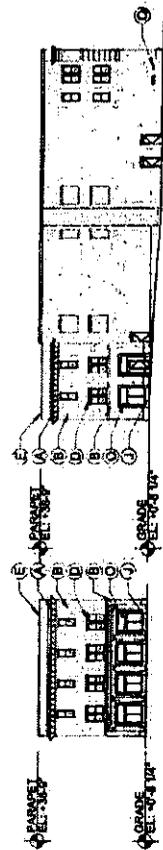


PC-26



WEST ELEVATION

NORTH ELEVATION



EAST ELEVATION

SOUTH ELEVATION

eyn H

DEVELOPMENT BY:



BUILDING THREE: GARAGE
ELEVATIONS

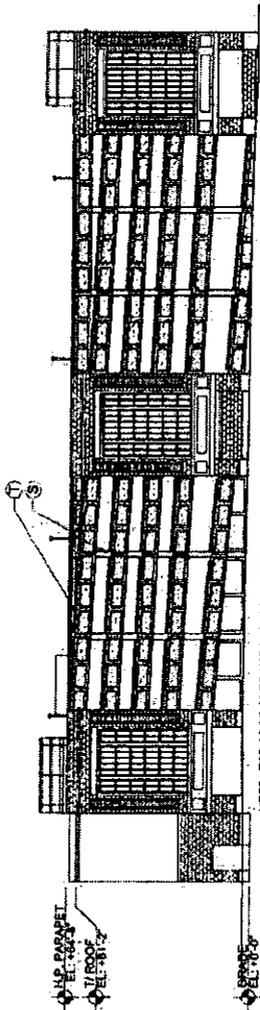
REVISED:
FEBRUARY 21, 2016

WATER STREET DISTRICT
MADISONVILLE, MISSISSIPPI 39232

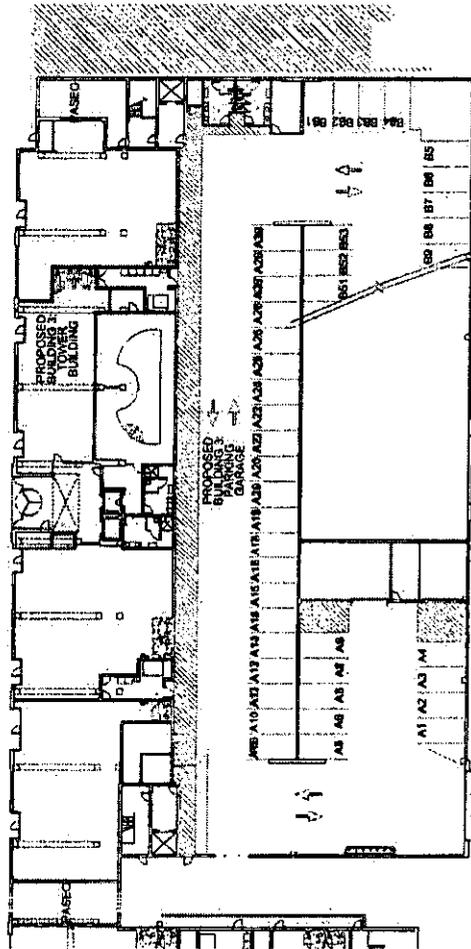


PC-26A

PARKING GARAGE ITEM	OPTION
P. ELEVATOR OVERRUN TOWER	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	
R. ELECTRICAL METER	
S. STRUCTURE	1. PRECAST CONCRETE
T. SPANDRELS	1. ACID-WASH PRECAST CONCRETE
U. FACADE	1. ACID-WASH PRECAST CONCRETE
V. WINDOW WALLS	1. HOLLOW METAL FRAMES W/ METAL SCREENS
W. ART WALL	1. ACID-WASH PRECAST CONCRETE
X. GUARD RAIL	1. HOLLOW METAL FRAMES W/ METAL SCREENS



SOUTH ELEVATION



exh. A

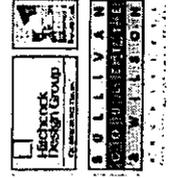
DEVELOPMENT BY:



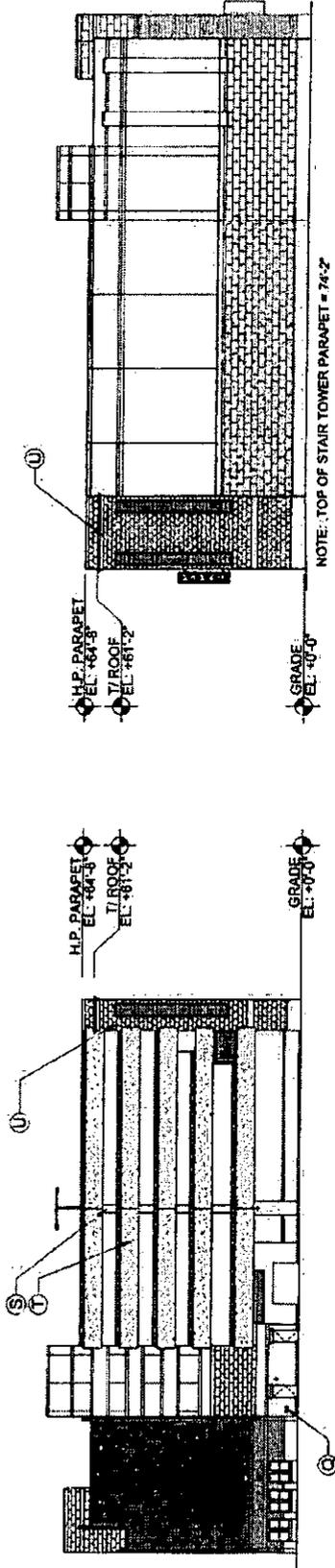
BUILDING THREE: GARAGE ELEVATIONS

REVISED: FEBRUARY 21, 2013

WATER STREET DISTRICT
N. PERRYVILLE, ILLINOIS 61840



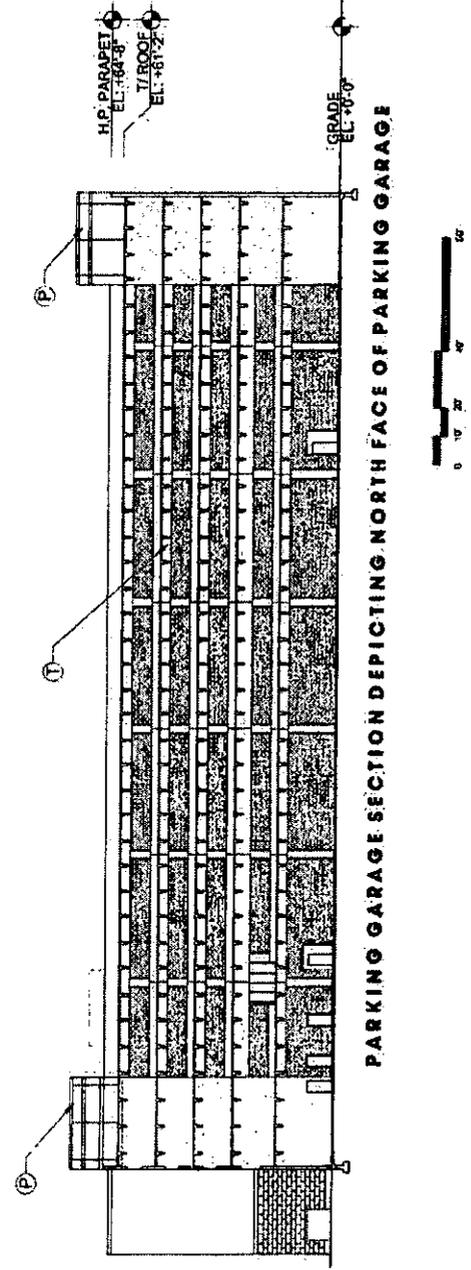
PC-26B



EAST ALLEY ELEVATION

WEST ALLEY ELEVATION

ITEM	OPTION
P. ELEVATOR OVERRUN, STAIR TOWER	1. ACID-WASH PRECAST CONCRETE
Q. GAS METER	
R. ELECTRICAL METER	
S. STRUCTURE	1. PRECAST CONCRETE
T. SPANDRELS	1. ACID-WASH PRECAST CONCRETE
U. FACADE	1. ACID-WASH PRECAST CONCRETE
V. "WINDOW WALLS"	1. HOLLOW METAL FRAMES W/ METAL SCREENS
W. ART WALL	1. ACID-WASH PRECAST CONCRETE
X. GUARD RAIL	1. HOLLOW METAL FRAMES W/ METAL SCREENS



PARKING GARAGE SECTION DEPICTING NORTH FACE OF PARKING GARAGE

EXH IT

DEVELOPMENT BY:

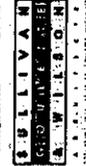
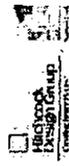


MARQUETTE COMPANIES

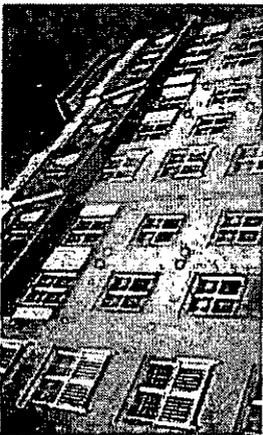
WATER STREET BUILDING MATERIALS

REZONED FEBRUARY 13, 2013

WATER STREET DISTRICT
MAPERVILLE, ILLINOIS 60540



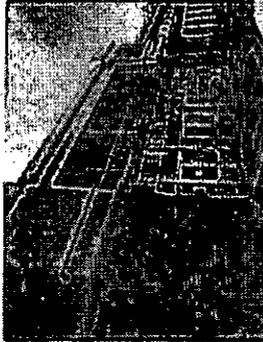
PC-36



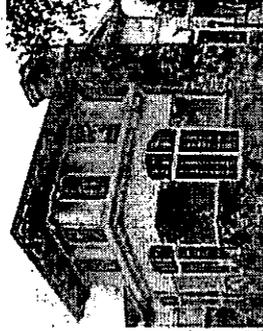
1. FIBER CEMENT SIDING



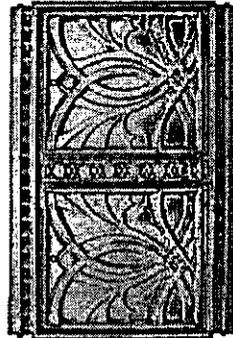
2. FIBER CEMENT SIDING



3. SYNTHETIC PLASTER



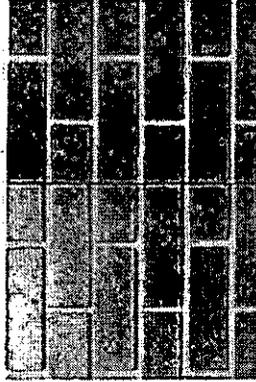
4. SYNTHETIC STUCCO



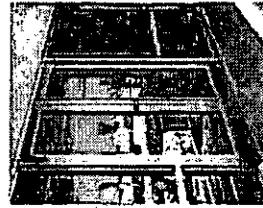
5. CONCRETE FORM LINER SPANDEL



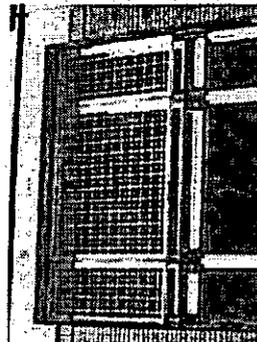
6. RUBBER AND RESIN ROOF SHAKES



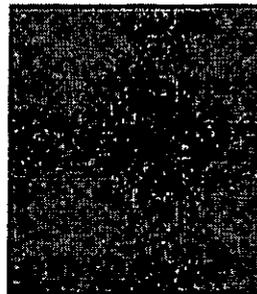
7. BRICK MASONRY



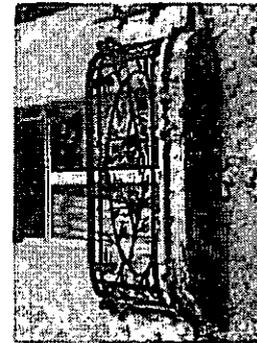
8. STAINLESS STEEL STOREFRONT



9. ARCHITECTURAL WOVEN WIRE SCREEN



10. BLACK GRANITE



11. JULIETTE BALCONY



12. STAINED RUSTICATED STONE FORM LINER



13. LIMESTONE CAPS

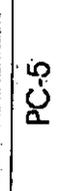
REPRESENTATIONS OF THE MATERIALS SHOWN ABOVE ILLUSTRATE EXAMPLES OF THE POSSIBILITIES AVAILABLE FOR THE VARIOUS FINISHES, MATERIALS AND COLORS PROPOSED FOR THE WATER STREET FACADES. ADDITIONAL PATTERNS, SCORES, COLORS AND FINISHES WILL BE INSTALLED TO SUPPLEMENT THE MATERIALS SHOWN ADDING MORE DIVERSITY AND AUTHENTICITY TO THE FACADES. ON-SITE MOCK UPS WILL BE PREPARED FOR ARCHITECT AND OWNERS APPROVAL PRIOR TO FABRICATION AND CONSTRUCTION.

exh H

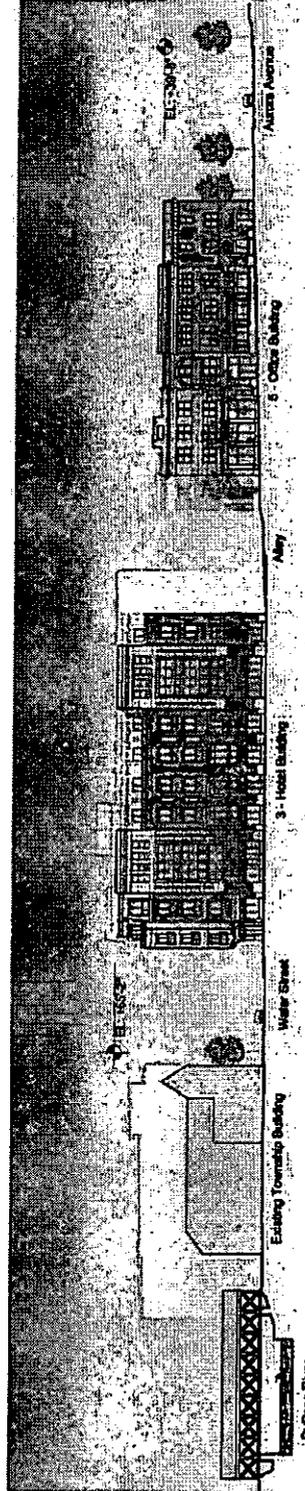
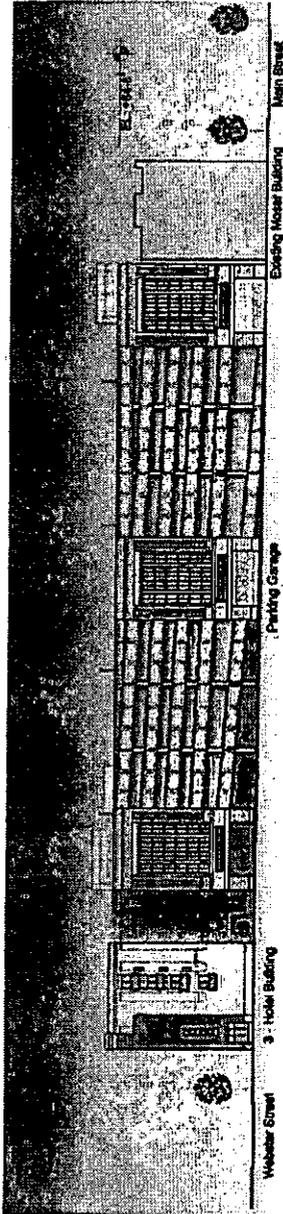
**ALLEY ELEVATION /
 WEBSTER STREET ELEVATION**

REVISED
 FEBRUARY 12, 2013
**WATER STREET
 DISTRICT**
 HAPERVILLE, ILLINOIS 60540





PC-5



exh 14

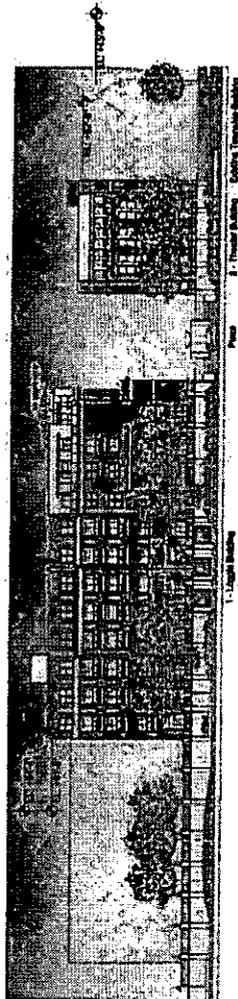
WATER STREET ELEVATION

REVISED
 FEBRUARY 12, 2013
WATER STREET DISTRICT
 MAPEVILLE, ILLINOIS 60540

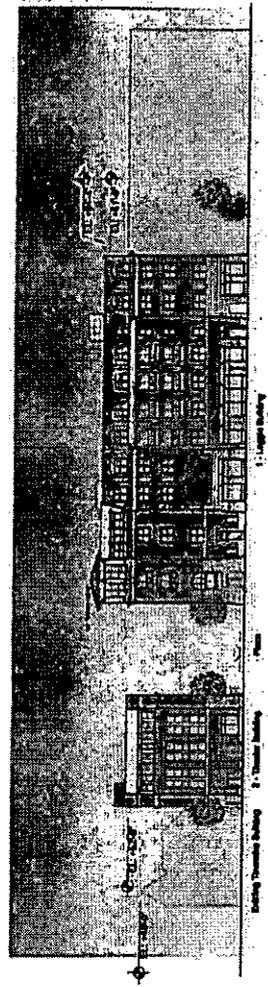
RICARDO D. ST. GERMAIN
 PROFESSIONAL ENGINEER
 No. 1212 State of Illinois
 Mechanical Engineering

BULLIVANT
 ARCHITECTS
 20700 N. WILSON
 CHICAGO, ILLINOIS 60614

PC-9



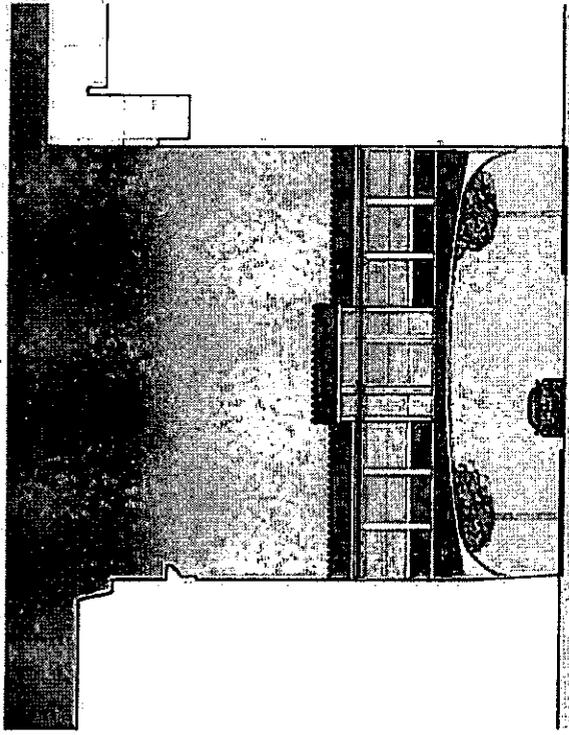
DUPAGE RIVER ELEVATION



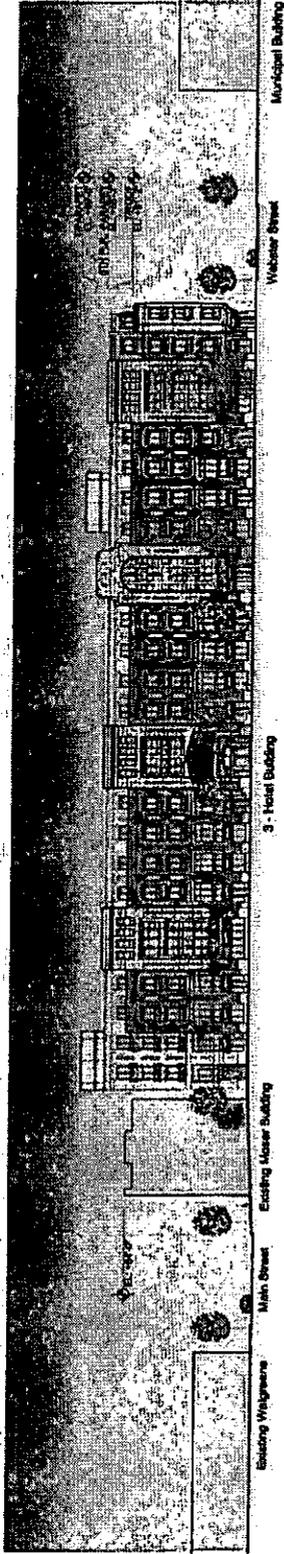
WATER ST. NORTH ELEVATION

exh H

WATER STREET ELEVATION



PEDESTRIAN WALKWAY DETAIL
 N.T.S.

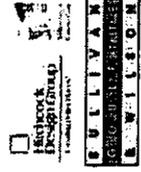


WATER ST. ELEVATION
 0 25 50 100'

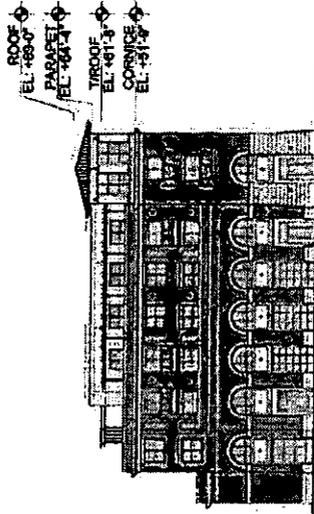
exh H.

WATER STREET ELEVATION

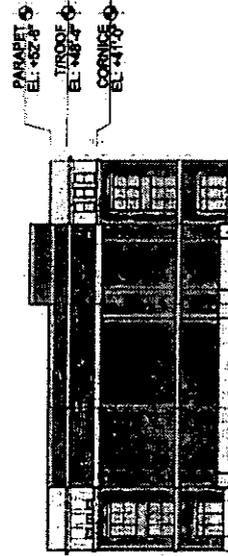
REVISED:
 FEBRUARY 13, 2013
WATER STREET DISTRICT
 WAPEVILLE, ILLINOIS 60340



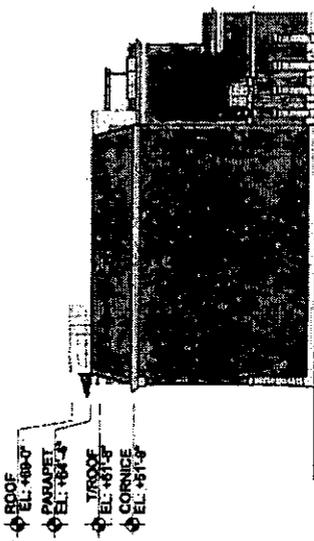
PC-98



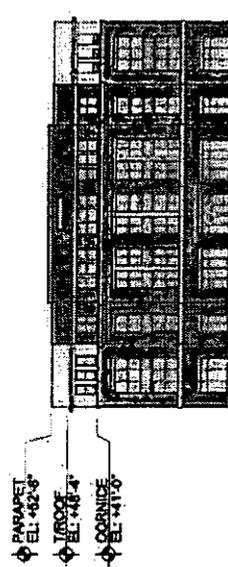
LOGGIA - WEST ELEVATION



THEATER - WEST ELEVATION



LOGGIA - EAST ELEVATION



THEATER - EAST ELEVATION



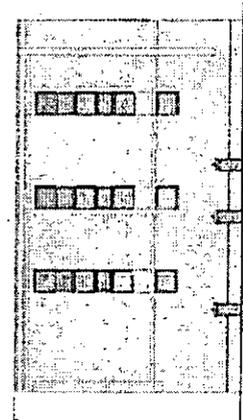
exh A

WATER STREET ELEVATION

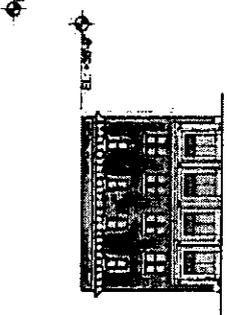
REVISED
 FEBRUARY 21, 2015
WATER STREET DISTRICT
 MAPERVILLE, ILLINOIS 62640

SULLIVAN
 ARCHITECTS
 1001 N. WASHINGTON ST.
 MAPERVILLE, IL 62640
 TEL: 618-243-1111
 FAX: 618-243-1112
 WWW.SULLIVANARCHITECTS.COM

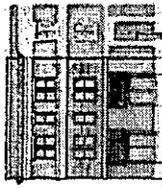
PC-9C



HOTEL - EAST ELEVATION



SOUTH

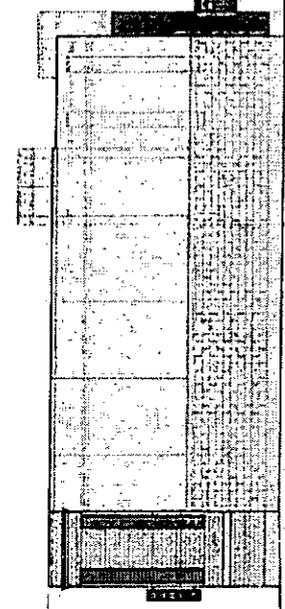


NORTH

OFFICE ELEVATIONS

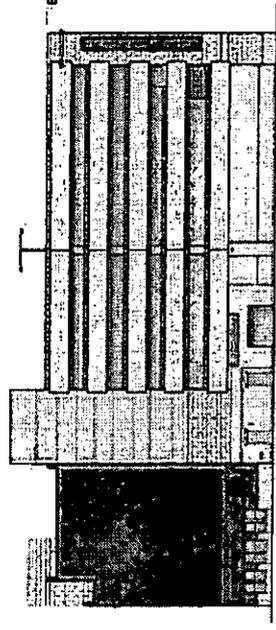


EAST



EAST

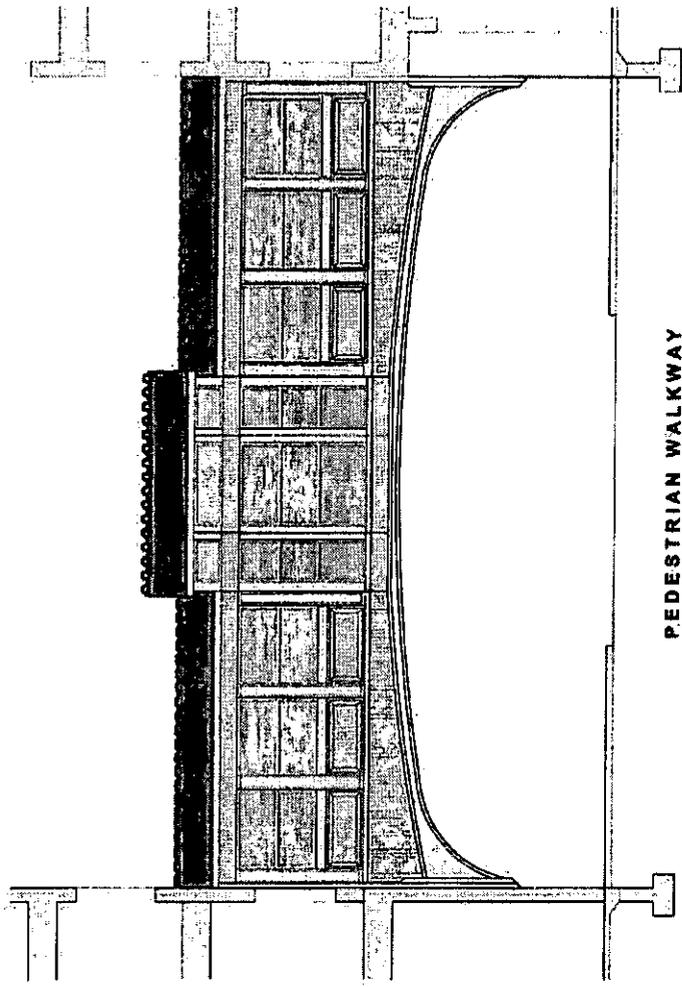
GARAGE/HOTEL ELEVATIONS



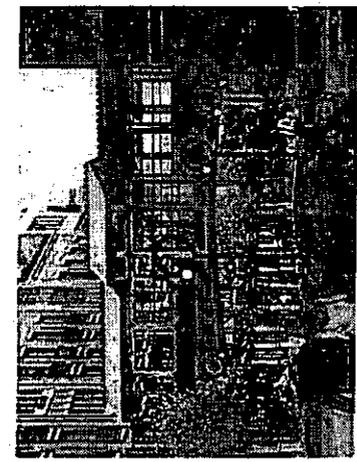
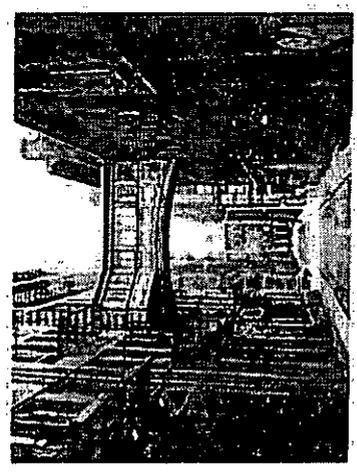
WEST

exh H

PEDESTRIAN WALKWAY



PEDESTRIAN WALKWAY



REVISED
 FEBRUARY 22, 2013
WATER STREET DISTRICT
 HANOVERVILLE, ILLINOIS 60140

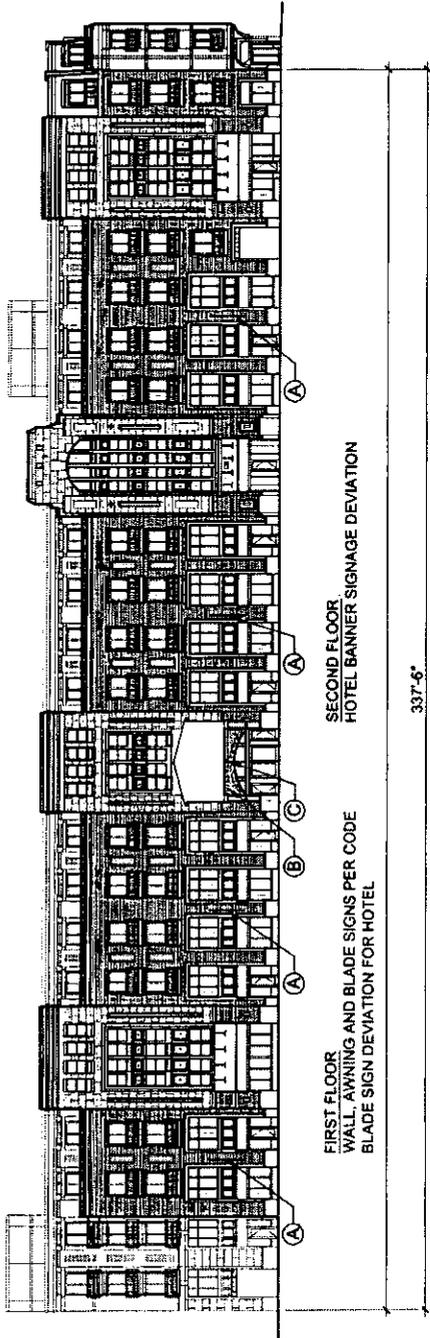
PC-9E

exh H

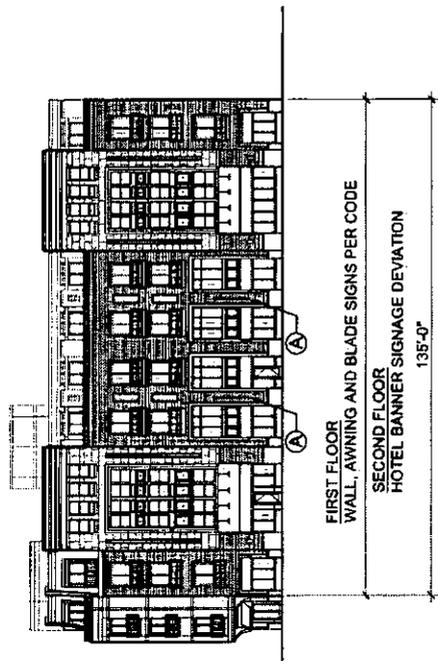
SIGNAGE NOTES

- A. 2'-0" x 12' BANNER SIGN
- B. 1' TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6' x 2' SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- H. 21'-4" x 3'-6" WALL MOUNTED SIGN
- I. 21'-4" x 3'-6" WALL MOUNTED SIGN
- J. 1'-6" x 1'-2" WALL SIGN
- K. 1'-6" x 1'-2" WALL SIGN

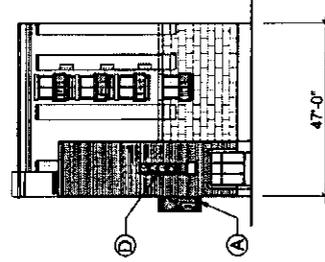
HOTEL ELEVATIONS



③ HOTEL - NORTH ELEVATION



② HOTEL - WEST ELEVATION



① HOTEL - SOUTH ELEVATION

HOTEL BUILDING SIGNAGE CALCULATIONS

FIRST FLOOR

Allowable
RETAIL/RESTAURANT ALLOWABLE: (308 LF + 135 LF) x 1.5 = 864.5 SF
HOTEL ALLOWABLE: 28.75 LF x 1.5 = 43.125 SF

Proposed
CANOPY AND BLADE SIGN: 22 SF + 12 SF = 34 SF

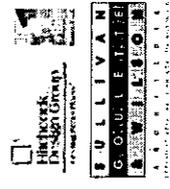
SECOND FLOOR SIGNAGE

Allowable
HOTEL ALLOWABLE - (335.75 LF + 47 LF) x 1.5 = 778.125 SF

Proposed
BANNER SIGNAGE - 24 SF x 6 = 144 SF
TOTAL PROPOSED = 144 SF

REVISED -
FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 30540



PC-SIGN 2

DEVELOPMENT BY:

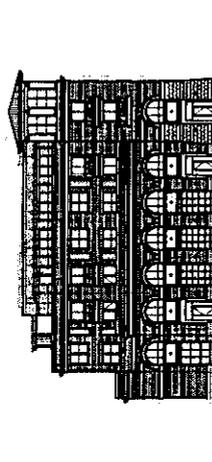


MARQUETTE COMPANIES

THEATER AND LOGGIA ELEVATIONS

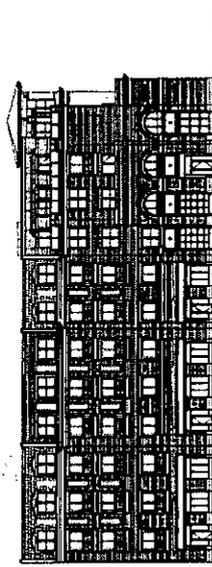
SIGNAGE NOTES

- A. 2'-0" x 12' BANNER SIGN
- B. 1" TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6" x 2' SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- F. 21'-4" x 3'-6" WALL MOUNTED SIGN
- G. 1'-6" x 1'-2" WALL SIGN
- H. 1'-6" x 1'-2" WALL SIGN



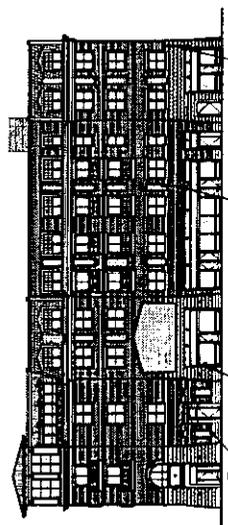
WALL, AWNING, AND BLADE SIGN PER CODE DEVIATION / NO. R.O.W. FRONTAGE
96'-11"

5 LOGGIA - WEST ELEVATION



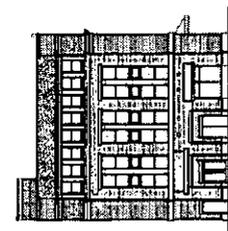
AWNING AND BLADE SIGNS @ 1.5 X 110 LF = 165 SF
WALL AND AWNING SIGN DEVIATIONS
49'-8"

6 LOGGIA - NORTH ELEVATION



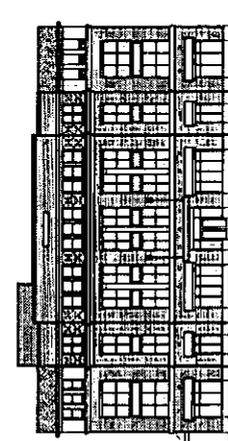
WALL, AWNING AND BLADE SIGNS PER CODE
155'-0"

4 LOGGIA - SOUTH ELEVATION



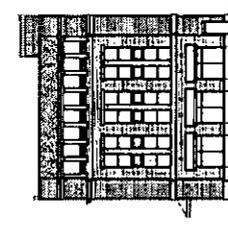
WALL, AWNING AND BLADE SIGNS PER CODE
40'-0"

3 THEATER - SOUTH ELEVATION



WALL, AWNING AND BLADE SIGNS PER CODE DEVIATION / NO. R.O.W. FRONTAGE
111'-0"

2 THEATER - EAST ELEVATION



AWNING AND BLADE SIGNS @ 1.5 X 40LF = 60SF DEVIATION / NO R.O.W. FRONTAGE
40'-0"

1 THEATER - NORTH ELEVATION

REVISED - FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540



PC-SIGN 3

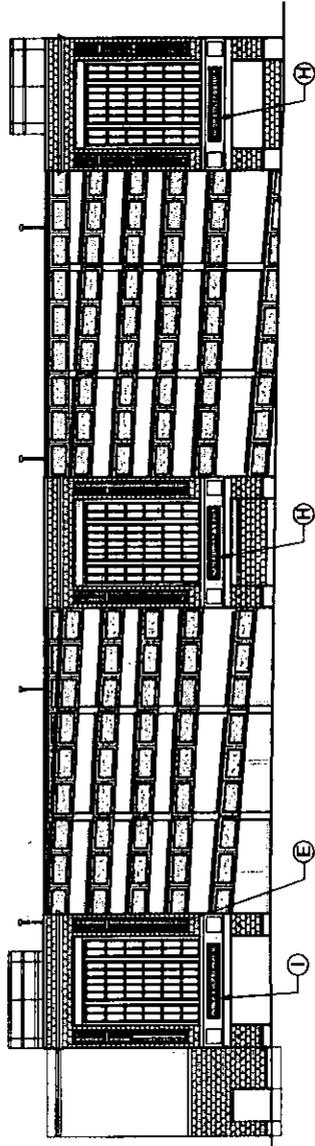
DEVELOPMENT BY:



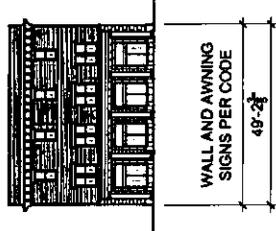
OFFICE AND GARAGE ELEVATIONS

SIGNAGE NOTES

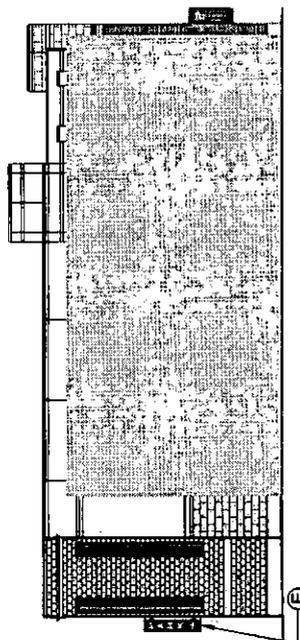
- A. 3'-6" x 12' BANNER SIGN
- B. 1" TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6' x 2' SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- H. 21'-4" x 3'-6" WALL MOUNTED SIGN
- I. 21'-4" x 3'-6" WALL MOUNTED SIGN
- J. 1'-6" x 1'-2" WALL SIGN
- K. 1'-6" x 1'-2" WALL SIGN



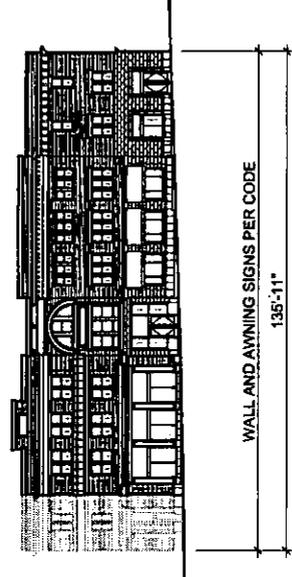
4 GARAGE - SOUTH ELEVATION



2 OFFICE - SOUTH ELEVATION



3 GARAGE - EAST ELEVATION



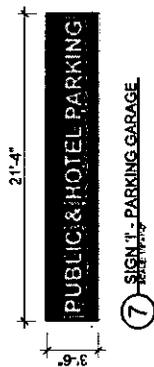
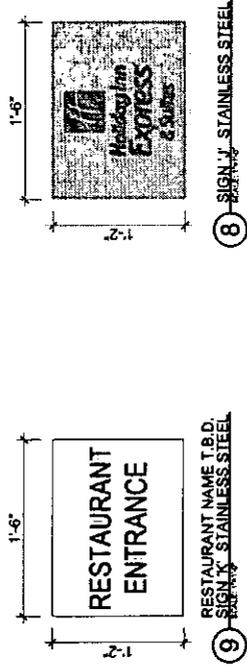
1 OFFICE - WEST ELEVATION

REVISED -
FEBRUARY 21, 2013
WATER STREET DISTRICT
NAPEVILLE, ILLINOIS 60540

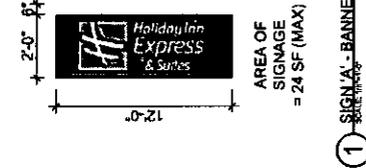
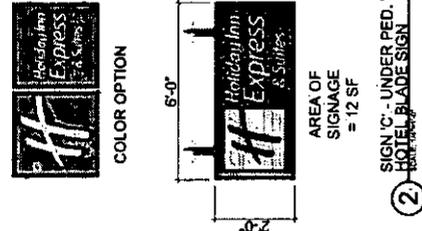
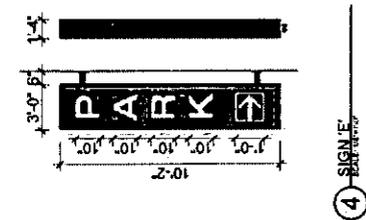
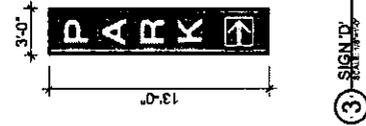


PC-SIGN 4

SIGN DETAILS

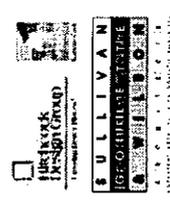


5 NOT USED
REPLACED



REVISED:
FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540





**CITY COUNCIL MEETING OF APRIL 2, 2013
UNOFFICIAL PRIOR TO CITY COUNCIL APPROVAL
APPROVED BY THE CITY COUNCIL ON
_____AS WRITTEN.**

CALL TO ORDER:

6:00 P.M.

A Councilwoman Judy Brodhead
Councilman Steve Chirico
Councilman Robert Fieseler
Councilman Paul Hinterlong
Councilman Douglas Krause
Councilman Joe McElroy
Councilman Kenn Miller
Councilman Grant Wehrli

Absent

Mayor A. George Pradel

Also Present

City Manager, Doug Krieger
Deputy City Manager, Marcie Schatz
Asst. to City Manager, Amery Emery-Graunke
City Attorney, Margo Ely
City Clerk, Pam LaFeber
Police Chief, Robert Marshall
Fire Chief, Mark Puknaitis
T.E.D. Director, Bill Novack
T.E.D. Operations Manager, Allison Laff
Project Manager, Anastasia Urban
Project Engineer, Andy Hynes
Public Works Director, Dick Dublinski
Director of Public Utilities-Electric, Mark Curran
Director of Public Utilities-Water, Jim Holzapfel
Chief Information Officer, Larry Gunderson

Press

Chicago Sun Times, Daily Herald, Naperville Sun

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 2**

B CLOSED SESSION:

Miller moved to recess to Closed Session to discuss 5ILCS/120(c) (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body; (2) Collective negotiating matters between the public body and its employees or their representatives; (5) The purchase or lease of real property for the use of the public body ; (6) Setting of a price for sale or lease of property owned by the public body; (21) Discussion of minutes of meetings lawfully closed under this Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Second, Fieseler.

ROLL CALL:

Ayes: Wehrli, Brodhead, Chirico, Fieseler, Hinterlong, Krause, McElroy, Miller

Nays: None

Absent: Pradel

Motion declared carried.

**THE MEETING RECESSED TO CLOSED SESSION AT 6:04 P.M.
CLOSED SESSION ENDED AT 6:53 P.M.**

OPEN SESSION:

Mayor Pro Tem Wehrli called the meeting back to order at 7:00 p.m.

ROLL CALL to determine Quorum:

Present: Wehrli, Chirico, Fieseler, Hinterlong, Krause, McElroy, Miller

Absent: Pradel, Brodhead

Clerk's Note: Brodhead arrived at 7:02 p.m.

C PLEDGE TO THE FLAG:

PLEDGE GIVEN

D AWARDS AND RECOGNITIONS:

D1 Fair Housing Awareness Month

FAIR HOUSING
AWARENESS MONTH

Councilwoman Brodhead proclaimed April 2013 as Fair Housing Awareness Month and presented the proclamation to Robert Fischer and Michele Hilger, Fair Housing Commissioners.

D2 Child Abuse Prevention Month

CHILD ABUSE
PREVENTION MONTH

Councilman Miller proclaimed April 2013 as Child Abuse Prevention Month and presented the Proclamation to Jennifer Cavalier, President Exchange Club of Naperville and Chris Tomczak, Project Help.

D3 Code Enforcement Appreciation Month

CODE ENFORCEMENT
APPRECIATION MONTH

Councilwoman Brodhead proclaimed April 2013 as Code Enforcement Appreciation Month and presented the proclamation to William Boyle, Bryn Wildman, Jonathon Bergelin and Peter Trapani of the Naperville Code Enforcement Team.

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 3**

D4 Naperville Responds for Our Veterans Day

NAPERVILLE RESPONDS
FOR OUR VETERANS DAY

Councilman Chirico proclaimed April 4, 2013 as Naperville Responds for Our Veterans Day and presented the proclamation to Bob Koch, Naperville Responds for Our Veterans representative.

D5 Employee of the Month - April

Councilwoman Brodhead recognized Officer Jeff Lizik as the April Employee of the Month.

E **PUBLIC FORUM:**

E1 FOIA

Tom Glass, 1304 Old Dominion Road, discussed the Freedom of Information Act.

E2 Autism Employment

Sherry Healey, 711 Willow Road, discussed World Autism Day and employment of those individuals that have autism.

E3 Development on the Riverwalk

Dick Galitz, 1017 Bailey Road, suggested establishing a minimum setback for any development along the Riverwalk

E4 Election

Diane Ciambrone, 23 W. Franklin, discussed election issues.

F **HOLDOVER ITEMS:**

G **PETITIONS AND COMMUNICATIONS TO THE COUNCIL:**

H **CONSIDERATION OF MOTION TO USE OMNIBUS METHOD FOR REMAINING ITEMS:**

Miller moved to use the Omnibus method to approve the Consent Agenda. Second, Krause.

VOICE VOTE: Motion declared carried.

I **CONSENT AGENDA:**

Miller moved to approve the Consent Agenda with the exception of item I16. Second, Krause.

ROLL CALL:

Ayes: Wehrli, Brodhead, Chirico, Fieseler, Hinterlong, Krause, McElroy, Miller

Nays: None

Absent: Pradel

 Motion declared carried.

I1 Cash Disbursements – 3/13/2013

CASH DISBURSEMENTS –
3/13/2013

Council moved to approve the 3/13/2013 cash disbursements in the amount of \$13,667,713.53.

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 4**

- | | | |
|------------|--|--|
| I2 | <u>Regular City Council Minutes</u>
Council moved to approve the Regular City Council Meeting Minutes of March 19, 2013. | REGULAR CITY COUNCIL
MINUTES |
| I3 | <u>Bid 13-128, 5th and Columbia Water Main Improvements</u>
Council moved to approve the award of utility funded Bid 13-128, 5 th and Columbia water main improvements to J Congdon Sewer Service for an amount not to exceed \$471,212.00 plus a 5% contingency. | BID 13-128, 5 TH &
COLUMBIA WATER MAIN
IMPROVEMENTS |
| I4 | <u>Contract 12-163, Tree Removal and Stump Grinding</u> | CONTRACT 12-163, TREE
REMOVAL AND STUMP
GRINDING |
| I4a | <u>Contract 12-163, Contract for Bid A</u>
Council moved to approve the award of option year one renewal to Contract 12-163, Contract for Bid A: tree removal including stump removal and restoration for a not to exceed amount of \$232,750.00 and Contract for Bid B: additional stump grinding for a not to exceed amount of \$10,000, to Steve Piper and Sons for a total amount not to exceed \$242,750.00. | |
| I4b | <u>Contract 12-163, Supplemental Contract for Bid A</u>
Council moved to approve the award of option year one renewal to Contract 12-163, supplemental contract for Bid A; tree removal including stump removal and restoration for a not to exceed amount of \$30,000.00 to Homer Tree Care, Inc. | CONTRACT 12-163,
SUPPLEMENTAL
CONTRACT FOR BID A |
| I4c | <u>Contract 12-163, Supplemental Contract for Bid B</u>
Council moved to approve the award of option year one renewal to Contract 12-163, supplemental contract for Bid B: additional stump grinding for a not to exceed amount of \$10,000.00 to Weber's Tree Cutting. | CONTRACT 12-163,
SUPPLEMENTAL
CONTRACT FOR BID B |
| I5 | <u>Bid 13-161, Replacement Burners</u>
Council moved to approve the award of Bid 13-161, high performance replacement burners for Naperville police department boilers to Sendra Service Corp for an amount not to exceed \$106,950.00. | BID 13-161,
REPLACEMENT BURNERS |
| I6 | <u>AT&T Enhanced 9-1-1 Network Services</u>
Council moved to approve the award of sole source Procurement 13-170, AT&T enhanced 9-1-1 network services, to AT&T for one year term and an amount not to exceed \$166,299.00. | AT&T ENHANCED 9-1-1
NETWORK SERVICES |
| I7 | <u>Contract 11-117, Multifunctional Copiers</u>
Council moved to approve the award of Change Order #2 to Contract 11-117, multi-functional copiers cost-per-copy, for Phase III, to Canon Solutions America for an amount of \$54,063.65 for a four-year contract period or \$13,515.91 per year, plus a 3% contingency. | CONTRACT 11-117,
MULTIFUNCTIONAL
COPIERS |

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 5**

- | | | |
|-------------|---|--|
| I18 | <u>Bid 13-141, Tertiary Filter Renovations</u>
Council moved to approve the award of utility funded Bid 13-141, tertiary filter renovation to Marc Kresmery Construction LLC, for an amount not to exceed \$982,603.00, plus a 3% contingency. | BID 13-141, TERTIARY
FILTER RENOVATIONS |
| I19 | <u>Contract 09-144, Bill Print & Mail Services</u>
Council moved to approve the award of option one for a two-year extension to Contract 09-144, bill print and mail services, to AB Data for an amount not to exceed \$620,000.00. | CONTRACT 09-144, BILL
PRINT & MAIL SERVICES |
| I10 | <u>Additions to the Riverwalk</u> | ADDITIONS TO THE
RIVERWALK |
| I10a | <u>Soldier's Sculpture for Veteran's Plaza</u>
Council moved to approve the Soldier's sculpture addition, donated by Century Walk, and associated maintenance fees, be placed in the Exchange Club Veteran's Plaza. | |
| I10b | <u>Small Plaza – Eagle Scout project</u>
Council moved to approve the small plaza, to be built as an Eagle Scout project, be located south east of Rotary Hill and east of the Rotary Plaza. | |
| I11 | <u>BB Gun Program - Von Oven Scout Reservation</u>
Council moved to approve the Three Fires Council of the Boy Scouts of America BB Gun Program at Von Oven Scout Reservation between June 5 and June 28, 2013. | BB GUN PROGRAM -VON
OVEN SCOUT
RESERVATION |
| I12 | <u>Ordinance No. 13-022, 2013 Soap Box Derby Races</u>
Council moved to pass Ordinance No. 13-022, to establish temporary street closure for the 2013 Soap Box Derby races. | ORDINANCE NO. 13-022,
2013 SOAP BOX DERBY
RACES |
| I13 | <u>Ordinance No. 13-023, 2013 Eikon 5K</u>
Council moved to pass Ordinance No. 13-023, to establish temporary traffic controls for the 2013 Eikon 5K Run on April 27, 2013 and issue a special event permit for the event. | ORDINANCE NO. 13-023,
2013 EIKON 5K |
| I14 | <u>Ordinance No. 13-024, 2013 Memorial Day Parade</u>
Council moved to pass Ordinance No. 13-024, to establish temporary street closures and parking restrictions for the 2013 Memorial Day Parade and issue a special event permit for the event. | ORDINANCE NO. 13-024,
2013 MEMORIAL DAY
PARADE |
| I15 | <u>Resolution No. 13-010, Temporary Signage Program</u>
Council moved to adopt Resolution No. 13-010, granting temporary relief from Section 5-4-7 (temporary signs) of the Naperville Municipal Code for businesses affected by the Route 59 roadway expansion. | RESOLUTION NO. 13-010,
TEMPORARY SIGNAGE
PROGRAM |

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 7**

L2 Ogden Avenue Site Improvement Grant Program

OGDEN AVENUE SITE
IMPROVEMENT GRANT
PROGRAM

Chirico moved to approve the extension of the Ogden Avenue Site Improvement Grant Program to include Ogden Avenue from Washington Street to Rickert Drive. Second, Krause.

ROLL CALL:

Ayes: Chirico, Fieseler, Hinterlong, Krause, McElroy, Miller, Wehrli,
 Brodhead

Nays: None

Absent: Pradel

Motion declared carried.

M **PUBLIC HEARINGS:**

M1 Proposed FY14 Annual Operating Budget

PROPOSED FY14 ANNUAL
OPERATING BUDGET

Wehrli opened the public hearing at 7:40 p.m.

Dick Furstenau, 709 Zaininger, discussed the proposed FY14 budget.

Council discussed budget savings and vacant positions.

Krause moved to close the public hearing at 7:47 p.m. Second, Miller

VOICE VOTE: Motion declared carried.

N **ORDINANCES AND RESOLUTIONS:**

N1 Water Street District-NorthPhase/South Phase, PZC 12-1-039 and PZC 12-1-040

WATER STREET DISTRICT
– NORTH/SOUTH PHASE

Diana Piedra, 127 Aurora Avenue, discussed clearance in the alley.

Novack said that after construction the alley will be two-way and 20' wide.

Council encouraged consistent dialogue between businesses, the City, and the developer and discussed traffic issues including parking.

N1a Ordinance No. 13-025, final subdivision plat –Water Street District, North Phase

ORDINANCE NO. 13-025,
FINAL SUBDIVISION PLAT
–WATER STREET
DISTRICT, NORTH PHASE

Chirico moved to pass Ordinance No. 13-025, approving a final subdivision plat for the Water Street District-North Phase. Second, Brodhead.

ROLL CALL:

Ayes: Fieseler, Hinterlong, McElroy, Miller, Brodhead, Chirico

Nays: Krause, Wehrli

Absent: Pradel

Motion declared carried.

**FINAL AGENDA
CITY COUNCIL MEETING
APRIL 2, 2013
PAGE 8**

N1b Ordinance No. 13-026, final subdivision plat – Water Street District, South Phase

ORDINANCE NO. 13-026,
FINAL SUBDIVISION PLAT
– WATER STREET
DISTRICT, SOUTH PHASE

Chirico moved to pass Ordinance No. 13-026, approving a final subdivision plat for the Water Street District-South Phase. Second, Miller.

ROLL CALL:

Ayes: Hinterlong, McElroy, Miller, Brodhead, Chirico, Fieseler

Nays: Krause, Wehrli

Absent: Pradel

Motion declared carried.

N1c Ordinance No. 13-027, final PUD plat, conditional use for a hotel, and Owners Acknowledgement and Acceptance

ORDINANCE NO. 13-027,
FINAL PUD PLAT,
CONDITIONAL USE FOR A
HOTEL, & OWNERS
ACKNOWLEDGEMENT
&ACCEPTANCE

Chirico moved to pass Ordinance No. 13-027, approving a final PUD plat, conditional use for a hotel in the B4 District, deviations, and the Owners Acknowledgement and Acceptance (OAA) for the Water Street District-North Phase/South Phase. Second, Miller.

ROLL CALL:

Ayes: McElroy, Miller, Brodhead, Chirico, Fieseler, Hinterlong

Nays: Krause, Wehrli

Absent: Pradel

Motion declared carried.

O NEW BUSINESS

O1 Development on the Riverwalk

McElroy asked that someone follow up with the Public Forum speaker regarding the Riverwalk.

P CLOSED SESSION:

Q ADJOURNMENT:

ADJOURNMENT

Miller moved to adjourn the Regular City Council meeting of April 2, 2013 at 8:01 p.m. Second, Krause.

VOICE VOTE: Motion declared carried.

The Regular City Council Meeting of April 2, 2013 officially adjourned at 8:01 p.m.

PAM LAFEVER PH.D.
CITY CLERK

PL: BK

Q & A FROM COUNCILWOMAN GUSTIN

I.1, page 2 - please provide a pie graph by department of this general operating fund?

The current financial software of the City's ERP does not allow for the delineation of expenses by department into different chart options. (Hallgren)

I.1 page 15- Can we get a rolling spreadsheet providing equipment tallies and communication expenses every three months with a graph? And Telephone/internet service charges with comparison each reporting period by department as companies will negotiate lower rates with bigger users.

IT will work with the vendors involved to ensure variable data is provided so that it can be summarized in this manner. Cellular voice, Local phone (wired) and Internet charges are contracted amounts that do not vary month-to-month. Variable data is cellular data usage and phone (wired) long distance charges. (Anderson)

I.1 page 16- what is the OSSI project?

OSSI / Sungard Public Sector refers to the Naviline suite of software products that the City currently utilizes for its ERP. (Anderson)

SunGard OSSI modifications for the records management and dispatching systems. (Marshall)

I.1, page 17, please explain annual contribution to Dupage County Children.

Municipal contribution for DuPage County Children's Center for services related to victims of child abuse. (Marshall)

I.1, page 26- please explain equipment purchase? Is this item part of a replacement plan?

We will forward this information when it's available.

I.1, page 79, please explain bus TV expense?

Payments to PACE Systems are for maintenance to and replacement of surveillance cameras throughout the City. The City has a formalized contract with PACE to provide maintenance services. Parts are not included in this maintenance agreement.

I.1, page 89, please explain if reimbursed from another plan, account or source?

I.1, page 93, please explain \$4,016.80 for flags?

This purchase was for replacement flags at City facilities and the large flag that was placed on the side of the Municipal Center for the major events, including the 9/11 memorial.

I.1, page 112, please explain what was on the blanket purchase?

This is for Baecore, the consultants working on the ERP.

I.1, page 116, plz explain list of expenditures for Donna Sack & Jennifer Bri?

Naper Settlement will provide the when available. (Bertino)

I.1, page 148, can the City inquire about multiple access through shared service with other legal departments in County or other government entities?

The PD will provide this information for Council when available. (Marshall/Mayer)

I.1, page 153- please explain Waste management IL expense? Yearly? Monthly? Type of services provided? Where if applicable?

This is the monthly charge the City pays for refuse collection to Waste Management. This expense is offset by the monthly charge on utility bills. (Dublinski)

I.1, page 197, please explain wal-mart rebate?

Similar to the hotel rebate agreements paid last month; the economic development agreement between the City and Wal-Mart provides for the rebate of sales taxes generated by the business up to a maximum limit (Lockwood/Mayer)

I.1, page 225, please explain the b/c b/s medical fees. Example \$202,968.13 fee?

These fees are related to the current years BCBS contract. (Mayer)

I.1, page 265, is the auto service expense for \$18,000 for one vehicle?

This expense was for the purchase of an attachment for the existing skid steer in DPW for road resurfacing. (Schwartzhoff)

I.1, page 279, please explain DP processing and software? On time expense?

This is one year service contract for DPU-E owned printer, color scanner, controller, and folder. All supplies and paper included with contract. Printer produces drawings used by field crew personnel while completing new and maintenance projects. (Curran)

I.1, page 290, is this for one traffic light and where?

Yes, the payment is a partial payment for the new traffic signal at Aurora Avenue and Webster Street. (Novack)

I.5, page 326, will the citation program be checked against actual Parkersburg license plate information? Via plate photo or scanning to less entry error?

Registered owner information will not be verified real time with the T2 system. The T2 system does provide real time scofflaws and repeat offenders information. The department will be using photo technology to identify parking violations. (Marshall)

I.7, page 332, Can this cost be absorbed by vendor fees? If there are fees being charged?

Naper Settlement will provide this information when available.

I.8, page 337, Do the recommended companies provide the City Finance Dept with log-in actual time views on investments?

Both institutions have on-line portals so the City can view account information. (Mayer)

I.9, page 349, as this is an ADA access expense will this qualify for payment from Block Grants or other ADA specified funds?

Staff continually looks for grant funds when applicable, but no grant program has been identified at this time for this work.

I.11, page 349, please explain Administrative fee and its cause? Administrative services done by City staff or Delta Dental? If Delta Dental was it part of their original quote? Is this an expense normally passed through to member?

Please explain Administrative fee and its cause? Administrative services done by City staff or Delta Dental? Delta Dental's administrative fee of \$2.93 per participant per month provides claim processing and support services to our employees such as website and telephonic support and is for the services provided by Delta Dental only. (White/Sheehan)

If Delta Dental was it part of their original quote? Yes, the administrative fee was part of the original quote for a three year-term and is guaranteed for the three-year term. (White/Sheehan)

Is this an expense normally passed through to member? Yes, this administration fee is common in self-insured plans and normally rolled into the overall premium costs and not separately charged to participants. For the City, these fees are included in the overall premium charges (80% paid by the City/20% paid by the participant). (White/Sheehan)

I.2, page 355, is this expense at 100% of City's life insurance budget? Feds offer 3 types of life insurance; Basic between employee and federal government. Employee pay 2/3, government pay 1/3; Optional insurance up to 5 times your base pay and employee pays 100 cost and goes up with age. I will provide info via separate email to Director Sheehan for reference.

Is this expense at 100% of City's life insurance budget? The basic life and accidental death and dismemberment is covered under the City's life insurance budget. The current benefit offered to employees is 1.5 times their base salary at a rate of .066 per thousand of coverage paid by the City. Employees may purchase additional life insurance on a voluntary basis, which are payable 100% by the employee. (White/Sheehan)

Feds offer 3 types of life insurance; Basic between employee and federal government. Employee pay 2/3, government pay 1/3; Optional insurance up to 5 times your base pay and employee pays 100 cost and goes up with age. I will provide info via separate email to Director Sheehan for reference. Thank you for this information. Very helpful. Our broker, GCG, was particularly encouraged by the fact that our rates for life and accidental death and dismemberment coverage combined were half the cost of the Federal government program for life coverage only. (White/Sheehan)

I.13, page 359, plz provide redline of the changes.

Attached is a redlined draft of the third revised proposed intergovernmental agreement for share services between the City of Naperville and the Naperville Township Road District. (Wilger)

I.15, page 430 - indigo sign. At time of Water St. Proposal there was an option to include the Location. Naperville in the signage. Example, Hotel Indigo of Naperville or Naperville Hotel, Indigo. In addition the sign design was to be characteristic of Naperville and its downtown. How is that addressed with this

Urban design? Also, plz provide examples and drawing of where all other signs will appear on the outside of this building for full understanding and view. Thanks

Bill Novack will provide a verbal response to this question.

I.17, page 440, what agreement covers maintenance of the parking garage and the hotel and/or tenant users moving forward? If concrete deteriorates in years how will those expenses be shared?

An agreement called Covenants, Conditions and Restrictions (“CCRs”) will govern the relationship between the Hotel Building (which includes retail occupants as well) and the Parking Deck insofar as they share certain facilities (e.g. fire suppression facilities) and in order to provide needed easements and right of access to the others’ property. There will be some shared costs; however, each property owner is responsible to care for and maintain any portion of the property that is not shared. (Lord/Emery)

I.17, page 442, What company conducted the land survey? Did this company complete an original survey?

V3. Yes. (Lord/Emery)

I.18, page 455, what will be the job description of the Liaison and its need? Will it be a staff member? If so, what will be the hours?

The City’s test track liaison’s serves as a communication conduit between the City and the Test Track Association. The liaison attends Test Track Association meetings and works with the Association to respond to questions and concerns of the participating dealerships. DPW’s Budget and Administrative Manager, Christine Schwartzhoff, currently serves as the test track liaison. Ms. Schwartzhoff estimates that the test track liaison position takes up less than 10 hours per month. The City has continually staffed the test track liaison role since the implementation of the Test Track Association in 2005. (Dublinski)

I.18, page 460, Section 6, if agreement is terminated will the Participants be required to return the property to its original condition?

Upon termination of the agreement, the participating dealerships are not required to return the property to its original condition. This agreement is not a lease, rather it is a use agreement which allows the participating dealerships to use the City’s test track in exchange for paying for repairs and maintenance of the facilities. The land and facilities constituting the test track are owned by the City. (Dublinski)

J.2, page 543, If approved when will construction begin and finish? With the additional potential proposed development in the area how will this add to traffic problems at this intersection?

Since this is private development, we do not have direct control over when construction starts and ends, however we can comment on the status of plans and submittals. Engineering plans are close to approval, but no financial surety has been submitted nor has the petitioner applied for any of his IEPA permits. They also have not submitted any building plans for review as of this time.

We do not anticipate this church having any impact on traffic in the area. The church has 90 families as members, and their main services are on Sunday mornings which are lighter than weekdays from a traffic standpoint. (Novack)

J.2, page 579, Looking for curb cut map on Bauer. Can you provide separate plan with signage?

Please refer to page 627 to see the two curb cuts on Bauer Road. The eastern cut lines up with Cress Creek Court on the south side of Bauer Road. The petitioner has not submitted any request for signage yet, nor do the engineering plans indicate signage. It will probably come in as a separate submittal at a later date. (Novack)

FINAL AGENDA
CITY COUNCIL MEETING
MARCH 5, 2013
PAGE 7

J1 Water Street District-North Phase/South Phase, PZC 12-1-039 and PZC 12-1-040 **Continued**

WATER STREET
DISTRICT-NORTH
PHASE/SOUTH PHASE,
PZC 12-1-039 AND PZC 12-1-040

Dick Galitz, 1017 Bailey, spoke against the proposed development.
Chuck Schlabach, 809 Ramsgate, spoke in favor of the development with modifications.

Council discussed the parking and traffic concerns, the expansion of the Riverwalk, height of the parking garage, appropriate names of development amenities and the idea of excluding any reference to the Riverwalk in those names, and that construction shall not cause undue hardship to businesses on the south side of the alley.

Laff gave a comprehensive review of the 2007 Water Street Vision statement, the appropriate development scheme for downtown, and that the current proposal is at or below what was submitted in 2007. She also stated that enclosed parking structures are not included in FAR calculations.

Hynes explained the traffic impact analysis and that staff is drafting strategies to address some of the issues.

Novack said that regardless of the development the area will have traffic problems in the future. However, with the development those problems will come sooner rather than later.

Council discussed the four-month public process and how the developer has responded to input, the changes and compromises that have been made, the analysis of traffic patterns and the appropriateness of creating a toolkit of contingencies (wayfinding, stop signs, one-way routes), that the Transportation Advisory Board should be involved during construction, and cut-through deterrents should be implemented.

Miller moved to direct staff to prepare ordinances approving the Water Street District – north phase/south phase, including approval of the final PUD plats, final subdivision plats, a conditional use for a hotel in B4 (Downtown Core), deviations to the parking and sign requirements, SSA buy-in and other related approvals, including the development of a 524 space parking garage. Second, Chirico.

Wehrli made a Motion in Substitution to direct staff to prepare ordinances approving the Water Street District – north phase/south phase, including approval of the final PUD plats, final subdivision plats, a conditional use for a hotel in B4 (Downtown Core), deviations to the parking and sign requirements, SSA buy-in and other related approvals including the development of a 524 space parking garage and to exclude any reference of the Riverwalk in the hotel and development amenities. Second, Fieseler.

ROLL CALL on Motion in Substitution:

Ayes: Wehrli, Brodhead, Fieseler, Hinterlong
Nays: McElroy, Miller, Pradel, Chirico, Krause
Motion declared not carried.

ROLL CALL on Main Motion:

Ayes: Miller, Pradel, Brodhead, Chirico, Fieseler, Hinterlong, McElroy
Nays: Wehrli, Krause
Motion declared carried.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF NAPERVILLE, ~~NAPERVILLE TOWNSHIP~~, AND THE NAPERVILLE
TOWNSHIP ROAD DISTRICT
FOR THE PROVISION OF CERTAIN SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the City of Naperville, ("City"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, IL 60540 ~~and~~; the Naperville Township Road District ("Township Road District"), a unit of local government of the State of Illinois, with offices at 31W331 North Aurora Road, Naperville, IL 60563; ~~and Naperville Township ("Township"), a unit of local government of the State of Illinois, with offices at 139 Water Street, Naperville, IL 60540. The City and~~ Township Road District; ~~and Township~~ are together referred to herein as the "Parties" and individually as "Party".

RECITALS

WHEREAS, the City ~~and the~~ Township Road District; ~~and Township~~ are units of local government within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine, or transfer any power or function; and

WHEREAS, the City ~~and the~~ Township Road District; ~~and Township~~ have determined that it is cost efficient and effective for the City to perform certain services and operations currently provided by the Township Road District under the terms and conditions provided herein; and

WHEREAS, the City ~~and the~~ Township Road District; ~~and Township~~ have determined that it is in their best interests and in the best interests of the citizens they serve to cooperate in the provision of services as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree that:

1.0 RECITALS INCORPORATED.

- 1.1 The foregoing Recitals are incorporated herein by reference as though fully set forth in this Section 1.1.

2.0 DEFINITIONS.

- 2.1 **Additional Services.** Additional Services are services which were not contemplated to be performed under this Agreement, but which the Highway Commissioner and the City Liaisons agree should be performed hereunder as set forth in Subsections 4.3 and 4.4.1 of this Agreement.
- 2.2 **Annual Service Plan.** Has the meaning set forth in Subsection 4.3 of this Agreement.
- 2.3 **Annual Cost of Services.** The amount of money owed to the City by the Township Road District pursuant to the Annual Service Plan described in Subsection 4.3 of this Agreement which amount may be subject to revision due to Additional Services, Modified Services, and/or annexation of Township Road District Property arising after formulation of the Annual Service Plan.
- 2.4 **Capital Services.** Those Services described in paragraphs 11(a) and 11(b) -12 of Exhibit A-1.
- 2.5 **City.** The City of Naperville.
- 2.6 **City Liaisons.** The Director of the Department of Public Works and the Director of TED (Transportation, Engineering, and Development Department), or their designees.
- 2.7 **Cost of Services.** The cost of Services provided under this Agreement as referenced in Subsection 5.1 and listed on Exhibit A-2 of this Agreement as adjusted after the Initial Term of this Agreement pursuant to the provisions of Subsection 5.2 of this Agreement.
- 2.8 **Effective Date.** The date upon which this Agreement is last signed by the Parties hereto.

Formatted: Not Highlight

- 2.9 **Highway Commissioner.** The Naperville Township Highway Commissioner or his designee.
- 2.10 **Initial Term.** ~~January 1, 2017~~ ~~July 1, 2016~~ through March 31, 2021 as set forth in Subsection 3.1 of this Agreement.
- 2.11 **Maintenance/Operational Services.** Those Services described in paragraphs 1-104 of Exhibit A-1.
- 2.12 **Modified Services.** Modified Services are those Services listed on Exhibit A-1 as may be increased or reduced pursuant to the provisions of Subsections 4.3 and 4.4.2 of this Agreement.
- 2.13 **Quarters.** January 1-March 31; April 1-June 30; July 1-September 30, October 1 - December 31.
- 2.14 **Services.** Those Services referenced in Subsection 3.2 and described on Exhibit A-1 of this Agreement to be provided by the City within the Service Area which include Maintenance/Operational Services and which may also include, at the discretion of the Township Highway Commissioner, Capital Services.
- 2.15 **Service Area.** Has the meaning set forth in Subsection 3.3 of this Agreement.
- 2.16 **Stub Year.** ~~January 1, 2017~~ ~~July 1, 2016~~ and through March 31, 2017 as described in Subsection 3.1 of this Agreement.
- 2.17 **Stub Year Service Plan.** Has the meaning set forth in Subsection 4.2 of this Agreement.
- ~~2.18~~ **Township.** Naperville Township.
- ~~2.19~~ **Township Fiscal Year.** April 1st through March 31st of each year.
- ~~2.20~~ **Township Road District.** The Naperville Township Road District.

Formatted: Not Highlight

3.0 SERVICES/SERVICE AREA.

- 3.1 **Initial Term.** Services under this Agreement shall begin on ~~January 1, 2017~~ ~~July 1, 2016~~ and run through March 31, 2017 ("Stub Year"). Thereafter, unless

terminated as provided herein, Services shall continue to be provided from year to year based upon the Township Fiscal Year (April 1st through March 31st of each year). The Stub Year plus the following four (4) Township Fiscal Years (April 1, 2017 – March 31, 2021) shall constitute the Initial Term of this Agreement.

3.2 Services. The City shall perform the Services set forth in paragraphs 1-101 of **Exhibit A-1** within the Service Area. The Highway Commissioner shall elect whether Capital Services set forth in paragraphs 11(a) and 11(b) of **Exhibit A-1** will be included in the Services performed by the City under this Agreement in the next Township Fiscal Year at the time that the Stub Year Service Plan and the Annual Service Plan referenced in Subsections 4.2 and 4.3 below are formulated.

Formatted: Not Highlight

Formatted: Not Highlight

3.2.1 Additional Services may be provided and paid for as provided in the Annual Service Plan as set forth in Subsection 4.3 below or after formulation of the Annual Service Plan as provided in Subsection 4.4.1 below.

3.2.2 Modified Services may be provided and paid for as provided in the Annual Service Plan as set forth in Subsection 4.3 below or after formulation of the Annual Service Plan as provided in Subsection 4.4.2 below.

3.3 Service Area. The Service Area for which Services will be provided under this Agreement includes that portion of Naperville Township for which such Services are provided by the Township Road District and not by the City as of the Effective Date of this Agreement. Said Service Area is depicted on **Exhibit B-1** and described on **Exhibit B-2**.

3.3.1 Change in Service Area upon Annexation. Upon annexation of property located within Naperville Township into the corporate boundaries of any municipality, the Service Area shall be reduced accordingly. The Highway Commissioner shall promptly give written notice to the City Liaisons of any annexation of Naperville Township property and the City shall cease provision of Services on behalf of the Township Road District to that

property. A reduction in the Cost of Services as a result of annexation is provided for in Subsection 5.3.3 below. The City shall prepare **Amended Exhibits B-1 and B-2** depicting and describing the revised Service Area. Said amended Exhibits shall be added as Amended Exhibits B-1 and B-2 to this Agreement, as needed, by the City Liaisons and the Highway Commissioner without any formal action required by any Party hereto.

3.4 Relationship. The Highway Commissioner shall not supervise, direct, or control the manner of performance of any Services provided hereunder. However, as provided in Section 4 below, the Highway Commissioner shall work with the City to create a Stub Year Plan for the Stub Year and an Annual Service Plan thereafter.

3.4.1 Whenever in this Agreement there is a provision that the City shall perform or provide Services, it is understood that the City retains the right, at its sole discretion, to contract with one or more individuals or entities to provide one or more of the Services and/or to provide said Services directly. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Township Road District and any employee or agent of the City.

4.0 PERFORMANCE OF SERVICES - ANNUAL SERVICE PLAN.

4.1 Performance of Services. The City shall perform the Maintenance/Operational Services described in paragraphs 1-14 of **Exhibit A-1** within the Service Area during the Initial Term and for each subsequent Township Fiscal Year during which this Agreement remains in effect. At the Highway Commissioner's election as provided herein, the City shall also perform one or more of the Capital Services described in paragraphs 11(a) and 11(b)-12 on **Exhibit A-1** for any Township Fiscal Year that such election is made. The City may also provide Additional Services and Modified Services within the Service Area as provided herein.

4.2 Stub Year Service Plan. Within thirty (30) days of this Agreement being fully executed the City Liaisons and the Highway Commissioner shall meet to agree

Formatted: Not Highlight

upon a Stub Year Service Plan. Except for the timeframe to meet to create a Stub Year Service Plan, the provisions of Subsections 4.3 through 4.5 below shall also apply to the Stub Year.

- 4.3 Annual Service Plan. In July of each year, the Highway Commissioner and the City Liaisons will meet to agree upon an Annual Service Plan which will identify for the next Township Fiscal Year: (1) whether the Highway Commissioner elects to have the City perform one or more of the Capital Services within some, or any part, of the Service Area in addition to the Maintenance/Operations Services required to be performed hereunder; (2) a list of the Services intended to be provided by the City in each Quarter; (3) a list of Additional Services and/or Modified Services, if any, to be performed as provided herein and the Quarter it is anticipated they will be performed; and (4) the Annual Cost of Services, including the cost of Additional Services or Modified Services, if any, that will be owed to the City by the Township Road District for the upcoming Township Fiscal Year (not including any Additional Services or Modified Services which are agreed upon after formulation of the Annual Service Plan).

If Additional Services or Modified Services are included in the Annual Service Plan, the following information shall also be included: (a) the exact nature of the Additional Services or Modified Services to be performed, (b) the projected timing for their delivery, and (c) the amount to be paid therefor.

- 4.3.1 For the Initial Term the Annual Cost of Services (except for Additional Services and/or Modified Services, if any) shall be calculated using the Cost of Services set forth on **Exhibit A-2**.
- 4.3.2 After expiration of the Initial Term (April 1, 2021) the costs on **Exhibit A-2** shall be adjusted pursuant to the provisions of Subsection 5.2 below.
- 4.3.3 If a Stub Year Service Plan or Annual Service Plan is not formulated as provided herein for any reason during the Initial Term of this Agreement, the City shall perform Maintenance/Operational Services within the Service Area ~~on the same or a similar schedule as such Services are~~

~~provided to City residents as described on Exhibit A-1. Payment for such Services shall be made as provided in Subsection 5.4 below.~~

Formatted: Not Highlight

If an Annual Service Plan is not formulated as provided herein for any reason after the Initial Term of this Agreement, the City shall have the options set forth in Subsection 5.5: below.

4.4 Revisions to the Annual Service Plan. In the event that either of the City Liaisons or the Highway Commissioner foresee that revisions to the Stub Year Service Plan and/or any Annual Service Plan are needed, they shall contact each other, discuss the Services and proposed revisions in question, and work together to accommodate the concern raised. However, in the event of unforeseen circumstances which affect any component of the Stub Year Service Plan and/or Annual Service Plan, or circumstances which affect the efficiency of the delivery of Services by the City, the City may provide the Services as it deems most efficient under those circumstances and shall promptly notify the Highway Commissioner and discuss the changes and the reasons therefor.

4.4.1 Additional Services after Formulation of an Annual Service Plan. In the event that after formulation of the Annual Service Plan, Additional Services are offered by the City or requested by the Highway Commissioner, and the City is willing and able to perform such services, the Highway Commissioner and one or both of the City Liaisons shall amend the Annual Service Plan to describe: (a) the exact nature of the Additional Services to be performed, (b) the projected timing for the provision of said Additional Services, and (c) the cost for the Additional Services.

Payment for Additional Services after formulation of the Annual Service Plan shall be made as provided in Subsection 5.3.1 below.

4.4.2 Modified Services after Formulation of an Annual Service Plan. In the event that after formulation of the Annual Service Plan it is determined that Modified Services are needed, the City Liaisons and the Highway

Commissioner shall meet to discuss such modifications and any resulting impact on the Annual Cost of Services.

Payment for Modified Services after formulation of the Annual Service Plan shall be made as provided in Subsection 5.3.2 below.

- 4.5 Ongoing Collaboration. One or both of the City Liaisons and the Highway Commissioner may choose to meet each Quarter, or as otherwise determined by them as needed, to review performance of Services and discuss any issues that may arise.

5.0 PAYMENT FOR SERVICES.

- 5.1 Cost of Services during the Initial Term. The City will perform the Maintenance/Operational Services and Capital Services¹ set forth on **Exhibit A-1** for the costs listed on **Exhibit A-2** for the Initial Term of this Agreement. Additional Services and/or Modified Services may also be provided and paid for as set forth herein.

- 5.2 Adjusted Cost of Services after the Initial Term. After the Initial Term of this Agreement, the cost of the Maintenance/Operational Services provided hereunder shall be adjusted by agreement of the City Liaisons and the Highway Commissioner for each Township Fiscal Year based upon the City's contractual rates and the anticipated costs of providing those Services within the Service Area. After the Initial Term, the cost of Capital Services shall also be adjusted by agreement of the City Liaisons and the Highway Commissioner for each Township Fiscal Year based upon the City's contractual rates plus a ten percent (10%) fee for programming, design, inspection, and administration costs.

5.2.1 Any adjustment to the Cost of Services after the Initial Term of this Agreement shall be agreed upon as part of the Annual Service Plan for each Township Year and reflected on an **Amended Exhibit A-2** which shall be attached to this Agreement each year in which adjustments are

¹ If the Highway Commissioner elects to have the City perform Capital Services.

made (with the year of the amendment noted) without the need for formal action by any Party hereto.

5.2.2 Adjusted Costs of Services for each Township Fiscal Year after the Initial Term of this Agreement shall be discussed and agreed upon at the time the Highway Commissioner and City Liaisons meet to formulate the Annual Service Plan pursuant to Subsection 4.3 above.

5.3 Quarterly Payments. Subject to the provisions of Subsections 5.3.1, 5.3.2 and 5.3.3 below, the Highway Commissioner, on behalf of the Township Road District, will pay the City one quarter of the Annual Cost of Services set forth in the Annual Service Plan in equal installments in the first week of each Quarter (including any Additional Services or Modified Services included in the Annual Service Plan).

No invoice from the City shall be required (except when Additional Services are agreed upon after formulation of the Annual Service Plan as provided in Subsection 5.3.1 below, or if the City elects to provide Services as provided in Subsection 5.5(i) below).

5.3.1 If Additional Services are agreed upon after formulation of the Annual Service Plan as provided in Subsection 4.4.1 above, the City shall be paid for those Additional Services within fourteen (14) days of receipt by the Township Road District of an invoice from the City therefor.

5.3.2 If Modified Services are agreed upon after formulation of the Annual Service Plan provided in Subsection 4.4.2 above, the City Liaisons and the Highway Commissioner shall agree upon a revision to the Cost of Services reflected on an **Amended Exhibit A-2** and the Annual Service Plan and the Quarterly payments due in the remaining Township Fiscal Year shall be revised accordingly.

5.3.3 If annexation of Naperville Township property has reduced the Service Area and the Highway Commissioner has provided the City Liaisons with written notice as provided in Subsection 3.3.1 above, the City Liaisons and the Highway Commissioner shall agree upon a reduction of the Cost of

Services going forward which reduction shall be reflected on an **Amended Exhibit A-2**. Subsequent Quarterly payments due in the remaining Township Fiscal Year shall be revised accordingly.

5.4 Failure to Agree upon a Stub Year Service Plan or Annual Service Plan/Initial Term.

In the absence of an agreed upon Stub Year Service Plan or Annual Service Plan during the Initial Term, the City shall provide Services as provided in Subsection 4.3.3 for the Cost of Services set forth on **Exhibit A-2** and submit Quarterly invoices to the Highway Commissioner for such Services. The Highway Commissioner shall pay said invoices in full within fourteen (14) days of receipt thereof.

Formatted: Font: Bold

5.5 Failure to Agree upon an Annual Service Plan after the Initial Term.

In the absence of an agreed upon Annual Service Plan after the Initial Term of this Agreement which incorporates the adjusted Cost of Services pursuant to Subsection 5.2 above, the City may, at its option, either: (i) deliver Services ~~as described in Exhibit A-1 attached hereto in the manner described in Subsection 4.3.3 above~~ and submit Quarterly invoices to the Highway Commissioner for payment for such Services as adjusted pursuant to the provisions of Subsection 5.2 above. The Highway Commissioner shall be required to pay said invoices in full within fourteen (14) days of receipt thereof; or (ii) terminate this Agreement as provided in Subsection 7.2.2 below.

5.6 Change in Annual Cost of Services which Exceed \$30,000. If proposed Additional Services and/or Modified Services cumulatively exceed a cost of thirty thousand dollars (\$30,000.00) in any Township Fiscal Year, an amendment of this Agreement shall be required.

6.0 CONVEYANCE OF CERTAIN TOWNSHIP ROAD DISTRICT EQUIPMENT AND MACHINERY.

6.1 Identification of Township Road District Equipment and Machinery to be Conveyed. Within twenty (20) days of the Effective Date of this Agreement, the City shall have an opportunity to inspect equipment and machinery owned by the

Township Road District. After such inspection the Highway Commissioner and the City Liaisons shall agree what machinery and/or equipment owned by the Township Road District should be conveyed to the City and the value thereof.

- 6.2 Conveyance of Township Road District Equipment and Machinery. Within thirty (30) days of the Effective Date of this Agreement, the Highway Commissioner shall convey, by Bill of Sale, the equipment and machinery identified as provided in Subsection 6.1 above. The Bill of Sale shall note the agreed upon value of each item conveyed and shall be attached to this Agreement as **Exhibit C** without the need for formal action by any Party hereto.
- 6.3 Consideration. Performance of the Services for the Cost of Services as set forth on **Exhibit A-2** (which costs shall not be adjusted during the Initial Term), and the provisions set forth in Subsection 7.2.4 below, shall constitute the consideration for transfer of the equipment and machinery described in this Section 6.

7.0 **TERM/TERMINATION.**

7.1 Term. This Agreement shall commence on the date last signed by the Parties hereto ("Effective Date") and shall continue in effect during the Initial Term. Thereafter this Agreement shall automatically renew from Township Fiscal Year to Township Fiscal Year unless it is terminated as provided in Subsection 7.2 below.

7.2 Termination.

~~7.2.1 Termination by the Township Road District and the Township.~~ The Township Road District and Township may jointly terminate this Agreement for any reason by giving the City a minimum of one hundred and twenty (120) days' written notice, or upon sixty (60) days written notice to the City after the Initial Term if an agreed upon adjustment of the Cost of Services as provided for in Subsection 5.2 cannot be reached by the Highway Commissioner and the City Liaisons.

7.2.2 Termination by the City.

7.2.2.1 The City may not terminate this Agreement for the Initial Term of this Agreement unless the City is not paid for performance of Services (including Additional Services and/or Modified Services) as provided herein in which case the City may terminate this Agreement upon sixty (60) days' written notice.

7.2.2.2 After the Initial Term, the City may terminate this Agreement for any reason upon a minimum of one hundred and twenty (120) days' written notice to the Township Road District and the Township, or upon sixty (60) days written notice to the Township Road District and the Township if the City is not paid for performance of Services (including Additional Services and/or Modified Services) as provided herein, or if an agreed upon adjustment of the cost of Services as provided for in Subsection 5.2 cannot be reached by the Highway Commissioner and the City Liaisons.

7.2.3 Payment Obligation. Termination of this Agreement shall not relieve the Township Road District and/or the Township of payment of any amounts due to the City hereunder.

7.2.4 Equipment and Machinery. If this Agreement is terminated within fifteen (15) years of its Effective Date, the City shall return to the Township Road District any of the equipment and machinery which remains in its possession that was conveyed to it by the Bill of Sale/**Exhibit C** as provided in Section 6 above. If the City no longer has one or more of the items listed on said Bill of Sale, the City shall pay the Township Road District the equivalent value of those items as depreciated as of the time of termination. Such conveyance and/or payment shall be

made by the City to the Township Road District within ninety (90) days of the termination of this Agreement.

7.2.5 Notice. Any notice of termination shall be given in accord with the provisions of Section 10 below.

8.0 DEFENSE AND INDEMNIFICATION.

8.1 Defense, Indemnification, and Hold Harmless. Subject to prompt notice of the service of any suit or any claim, action, loss, or other damages provided by the Township Road District ~~or the Township to the City Liaisons~~, the City shall defend, indemnify, and hold the Township Road District ~~and the Township~~, and ~~their~~ its ~~respective~~ elected officers, employees, and agents, harmless from claims of injuries, liabilities, causes of action, losses, and damages claimed by any person or entity alleged to have been caused by the negligent, willful or wanton, or intentional act or omission in the performance of Services hereunder on the part of the City or its contractors, subcontractors, engineers, consultants, employees, or agents unless such claims, liabilities, causes of action, losses, or damages were caused by the negligent, willful or wanton, or intentional conduct of Township Road District ~~or Township or its elected officer~~, employees, representatives, or contractors. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the City and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

9.0 TOWNSHIP ROAD DISTRICT BUDGET AND LEVY.

9.1 Budget and Levy. The Township Road District ~~and Township~~ agrees to take all steps and proceedings and perform all acts required by the statutes of the State of Illinois regarding the Township Road District budget and the Township levy therefor so that the City is timely paid as provided herein. ~~Notwithstanding any other provision contained herein, in the event that the Township Road District budget and/or the levy by the Township therefor is insufficient to satisfy the payment obligations to the City hereunder, payment of any unpaid amounts due~~

~~to the City in any Quarter shall be made by the Township to the City within the first week of such Quarter, and any unpaid amount due for Additional Services shall be paid by the Township within fourteen (14) days of an invoice therefor from the City.~~

10.0 NOTICES.

10.1 Notice. Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the Parties at their respective addresses as set forth below, or at such other addresses as any Party, by written notice in the manner specified above to the other Parties hereto, may designate from time to time. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

Notwithstanding the foregoing, it is anticipated that the communications described in Section 4 above shall be given by email, and/or by any other mutually agreed upon manner.

FOR THE CITY

Director, Department of Public Works
180 Fort Hill Drive
Naperville, IL 60540

and

Director, Transportation, Engineering, and Development Department
400 South Eagle Street
Naperville, IL 60540

FOR THE TOWNSHIP ROAD DISTRICT

Naperville Township Highway Commissioner
31W331 North Aurora Road
Naperville, IL 60563

FOR THE TOWNSHIP

Township Supervisor
139 Water Street
Naperville, IL 60540

11.0 GENERAL PROVISIONS.

- 11.1 Choice of Law/Venue. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 11.2 Binding Effect. This Agreement shall be binding upon the Parties hereto and their successors and assigns.
- 11.3 Amendment. Except as otherwise provided herein, this Agreement may be modified or amended only by a written amendment to this Agreement fully executed by the Parties hereto.
- 11.4 Ambiguity. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
- 11.5 Days. Whenever the word "days" is used herein, it means calendar days.
- 11.6 No Waiver. No Party hereto shall be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.
- 11.7 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be

construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- 11.8 Attorneys' Fees. In the event that any Party hereto seeks enforcement of any aspect of this Agreement by filing a complaint in court, the prevailing Party shall be entitled to full reimbursement for all attorneys' fees and costs therefor which shall be paid within thirty (30) days of receipt of an invoice therefor.
- 11.9 Survival. The following provisions of this Agreement shall survive its' termination: Section 2, and each subsection thereof, Section 5, and each subsection thereof, Section 11, and each subsection thereof, and Subsections 4.3.1, 4.3.2, 4.3.3, 4.4, 4.4.1, 4.4.2, 7.2.3, 7.2.4, 8.1 and 9.1.
- 11.10 Exhibits. Each exhibit referenced herein shall be deemed to be incorporated in this Agreement and made part hereof in its entirety.
- 11.11 Authority. The undersigned warrant and represent that they are authorized to execute this Agreement.

EXHIBIT A-1 – Services [Maintenance/Operational and Capital]
EXHIBIT A-2 – Cost of Services for the Initial Term of this Agreement

EXHIBIT B-1 – Depiction of Service Area as of the Effective Date
EXHIBIT B-2 - Description of Service Area

EXHIBIT C - Bill of Sale

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

/Signatures on Following Pages/

CITY OF NAPERVILLE

Steve Chirico
Mayor

ATTEST

Pam LaFaberGallahue, Ph.D.
City Clerk

DATE: _____

DRAFT

NAPERVILLE TOWNSHIP ROAD DISTRICT

Stan Wojtasiak
Naperville Township Highway Commissioner

ATTEST

DATE: _____

DRAFT

NAPERVILLE TOWNSHIP

Rachel Osseyra _____

Naperville Township Supervisor _____

ATTEST

DATE: _____

Formatted: Line spacing: 1.5 lines

DRAFT

DRAFT

EXHIBIT A-1

1. Brush Collection Services

1 pickup per year

2. EAB Services

Treatment for estimated 50 parkway trees to be aligned with City's treatment program

3. Forestry Services (Non-EAB)

Tree Trimming; Removal Planting; Stump-grinding

4. General Roadway Maintenance

Includes Traffic Operations; Asphalt Patching; Quick Response Team (QRT). The QRT performs the daily needs such as removing obstacles in the roadway, unclogging storm drains, repairing downed signs, removing dead animals and obstructions in the drainage ditches, JULIE locates, permit inspections, and sign checks.

5. Leaf Collection Services

3 curbside passes (weather dependent) per Calendar Year between October 15- November 30 and free bagged leaf collection

6. Mosquito Abatement

Briquette Drop in Stormwater Inlets & Catch Basins

7. Mowing and Herbicide Services

Weekly Mowing (24) and 2 herbicide applications

8. Storm Sewer Maintenance

Inlets cleaned regularly, televising, and re-lining

9. Street Sweeping Services

2 sweeps per Calendar Year

10. Winter Operations

Continuation of existing service level by 2 City Operator(s) in District 1B; 8 hours to complete district in normal event

11. (a) Capital Services - MIP

The Street Maintenance Improvement Program (MIP) consists of resurfacing, crackfilling, micro-surfacing, and bituminous patching.

11. (b) Capital Services - Sidewalk Program

Sidewalk repair and replacement or rehabilitation such as mud-jacking or sidewalk shaving on a cost share basis with residents at 100% township costs.

EXHIBIT A-2

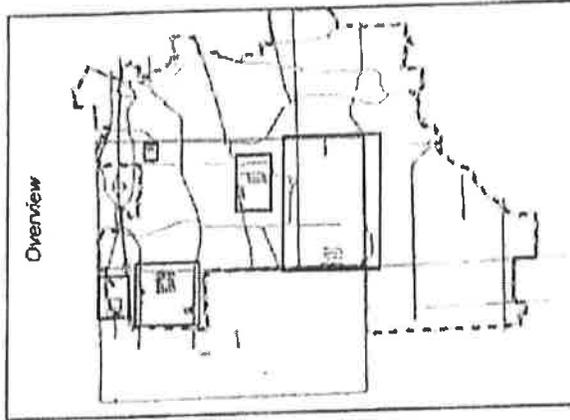
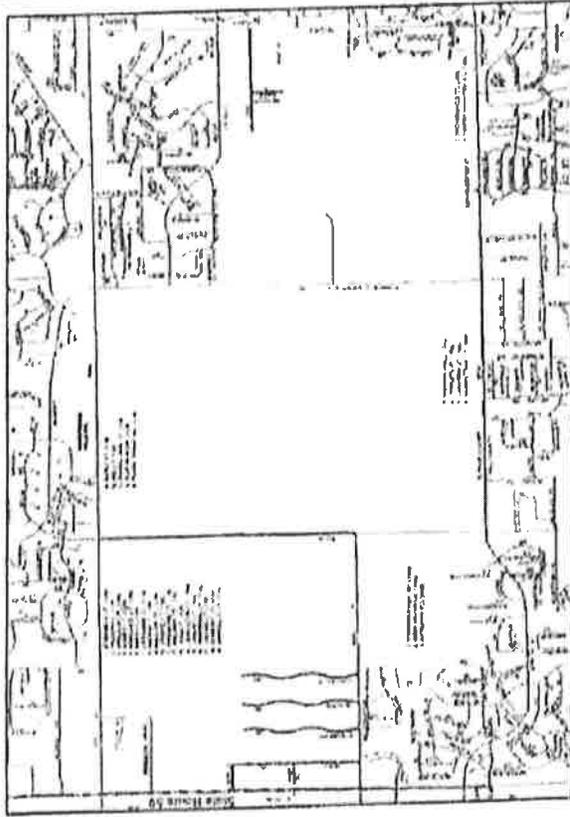
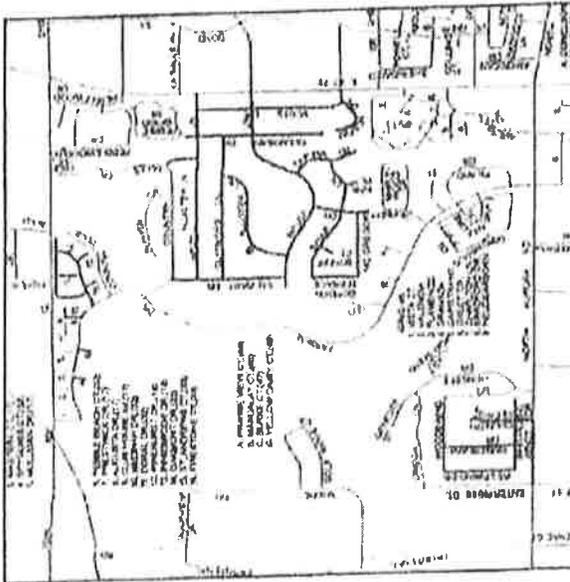
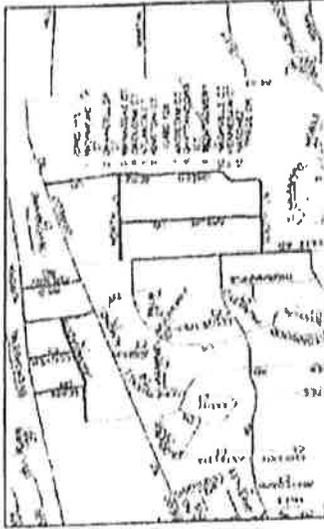
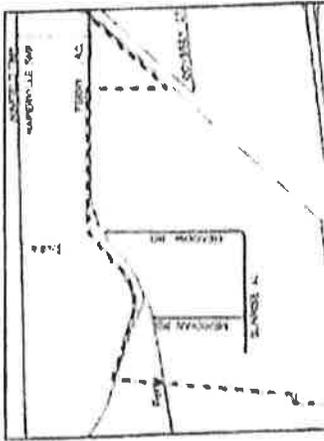
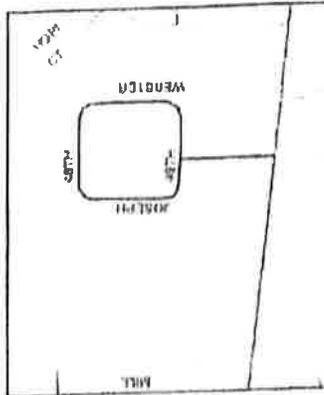
COST OF SERVICES

The City agrees to perform Services for the costs listed in this Exhibit. The Township will provide payment on a quarterly basis starting with the execution of the Intergovernmental Agreement. Years subsequent to the Stub Year will follow the Township Fiscal Year of April 1 through March 31.

	Stub Year Cost (3-Month)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost
Maintenance/Operational Services					
1. Brush Collection Services	-0-	\$13,429	\$13,698	\$13,972	\$14,251
2. EAB Treatment/Removal	-0-	-0-	\$1,750	-0-	\$1,750
3. Forestry Services	\$13,256	\$54,086	\$55,167	\$56,271	\$57,396
4. General Roadway Services	\$21,768	\$88,811	\$90,588	\$92,399	\$94,247
5. Leaf Collection Services	-0-	\$134,957	\$137,656	\$140,409	\$143,218
6. Mosquito Abatement	-0-	\$6,474	\$6,603	\$6,735	\$6,870
7. Mowing and Herbicide	-0-	\$6,569	\$6,700	\$6,834	\$6,971
8. Storm Sewer Maintenance	\$9,062	\$36,971	\$37,710	\$38,465	\$39,234
9. Street Sweeping	-0-	\$4,085	\$4,1676	\$4,250	\$4,335
10. Winter Operations	\$135,705	\$185,918	\$189,637	\$193,430	\$197,298
Capital Services ¹					
11. (a) MIP	-0-	\$437,580	\$446,332	\$455,258	\$464,363
11. (b) Sidewalk Program	-0-	\$11,220	\$11,444	\$11,673	\$11,907
ANNUAL TOTAL	\$180,790	\$980,101	\$1,001,453	\$1,019,697	\$1,041,841

¹ At the election of the Highway Commissioner per Subsection 4.1

Inside Naperville Planning Boundary Naperville Township Roads



Department of Public Works
Strategic Services Division
www.naperville.il.us
2011-2016



Legend
 Annual Service Fee
 Naperville Planning Boundary
 Naperville Service Area
 Township Service Area

— Township Road
 — Road

14.23 miles inside Naperville planning boundary
 1.84 miles outside Naperville planning boundary
 16.07 total centerline miles in Naperville Township

EXHIBIT B-2**NAPERVILLE TOWNSHIP ROAD INVENTORY**

<i>Subdivision/Street</i>	<i>GIS Length</i>	<i>Township Length</i>	<i>GIS Over/Under</i>
CO. LAKES (Off N. Aurora)			
Co. Glen	873	780	93
Whisp. Winds	966	943	23
Woodwind	924	920	4
Westwind	936	996	-60
Timberlane	941	915	26
KNIGHTS (Nike Park)			
Eagle	473	448	25
Joseph	484	477	7
Webster	482	474	8
48 th	451	491	-40
49 th	457	445	12
LAWNMEADOW (River/Aurora)			
Berry	663	735	-72
Clover	587	550	37
Lawnmeadow Dr.	1,388	1,368	20
Thornapple	931	898	33
Wild Cherry	794	760	34
LONGWOOD (Entrance Brookdale/Rt. 59)			
Allister Ln. (South)	1,647	1,835	-188
Argyll Lane	2,494	2,389	105
Bonnie Court	206	195	11
Briar Lane	1,756	1,742	14
Bruce Lane	3,175	3,142	33
Campbell Drive	757	750	7
Claymore Lane	1,906	1,875	31
County Drive	285	0	285
Glenoban Drive	1,918	1,748	170
Gordon Terrace	606	665	-59
Kirk Place	171	200	-29
McGregor Lane	866	820	46
Paxton Drive	816	806	10

<i>Subdivision/Street</i>	<i>GIS Length</i>	<i>Township Length</i>	<i>GIS Over/Under</i>
Scots Drive	1,955	1,884	71
Stewart Drive	1,537	1,316	221
Tartan Drive	907	900	7
Allister Lane (North)	454	410	44
Unit 6 Only			
RICHARDS GROUP (Diehl/Country Club)			
Firestone	191	180	11
Innisbrook	329	300	29
Oakmont	971	932	40
Pebble Beach	196	183	13
PineHurst	1,220	1,224	-4
St. Andrew	196	184	12
Spyglass	194	180	14
AERO ESTATES (83rd/Rt. 59)			
Aero Drive	2,623	2,616	7
Chandelle	2,464	2,490	-26
Skylane	2,457	2,500	-43
Stearman	2,462	2,500	-38
79 th	567	540	27
81 st	454	530	-76
EOLA (Aurora/Eola)			
Poss	266	275	-9
Reid	314	297	17
4 th	1,186	1,157	29
Eola	1,369	1,210	159
GREEN ACRES (Plainfield/Naper and Oswego)			
Arbor	1,853	1,827	26
Green Acres	2,871	2,871	0
North	1,137	1,116	21
Plfd/Nap.	2,331	2,440	-109
South	951	946	5
MCINTOSH (off of Ferry)			
Meadow	1,623	1,600	23

<i>Subdivision/Street</i>	<i>GIS Length</i>	<i>Township Length</i>	<i>GIS Over/Under</i>
Meridian	1,089	980	109
Sunrise	1,437	1,420	17
STECK'S (Modaff & Bailey)			
Meadowlark	661	650	11
80 th	2,130	2,090	40
OTHER UNCURBED			
Biliter	452	455	-3
Book	5,314	5,257	57
E. Liberty	2,054	2,100	-46
No. Aurora E	870	976	-106
No. Aurora W	514	550	-36
Diehl	2,188	2,845	-657
Vaughn	483	385	98
87 th (west end)	4,525	4,823	-298
87 th (east end)	1,176	1,143	33
Diehl Cul-De-Sac	695	680	15
Diehl Lane	242	215	27
TOTAL FEET	84,862	84,544	318
TOTAL MILES	16.07	16.01	0.06

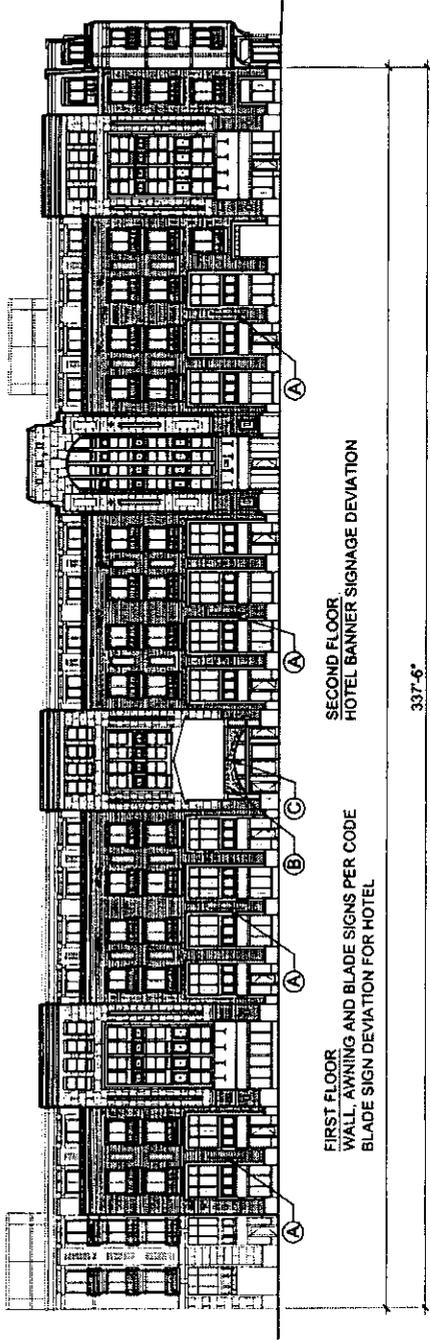
DEVELOPMENT BY:



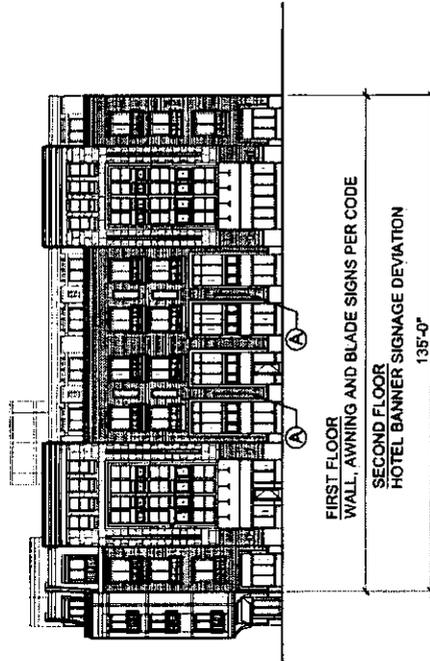
SIGNAGE NOTES

- A. 2'-0" x 12' BANNER SIGN
- B. 1" TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6" x 2" SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- H. 21'-4" x 3'-6" WALL MOUNTED SIGN
- I. 21'-4" x 3'-6" WALL MOUNTED SIGN
- J. 1'-6" x 1'-2" WALL SIGN
- K. 1'-6" x 1'-2" WALL SIGN

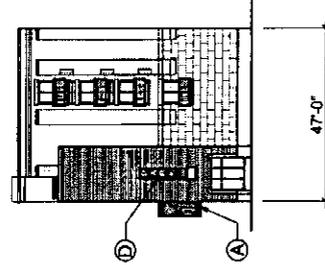
HOTEL ELEVATIONS



3 HOTEL - NORTH ELEVATION



2 HOTEL - WEST ELEVATION



1 HOTEL - SOUTH ELEVATION

HOTEL BUILDING SIGNAGE CALCULATIONS

FIRST FLOOR

Allowable
 RETAIL/RESTAURANT ALLOWABLE: (308 LF + 135 LF) x 1.5 = 664.5 SF
 HOTEL ALLOWABLE: 28.75 LF x 1.5 = 43.125 SF

Proposed
 CANOPY AND BLADE SIGN: 22 SF + 12 SF = 34 SF

SECOND FLOOR SIGNAGE

Allowable
 HOTEL ALLOWABLE - (335.75 LF + 47 LF) x 1.5 = 778.125 SF

Proposed
 BANNER SIGNAGE - 24 SF x 6 = 144 SF
 TOTAL PROPOSED = 144 SF

REVISED - FEBRUARY 22, 2013

WATER STREET DISTRICT NAPERVILLE, ILLINOIS 30540



PC-SIGN 2

DEVELOPMENT BY:

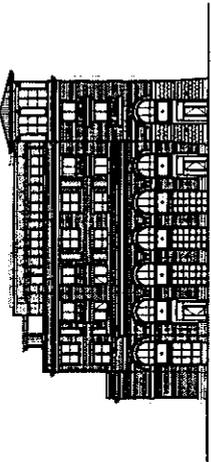


MARQUETTE COMPANIES

THEATER AND LOGGIA ELEVATIONS

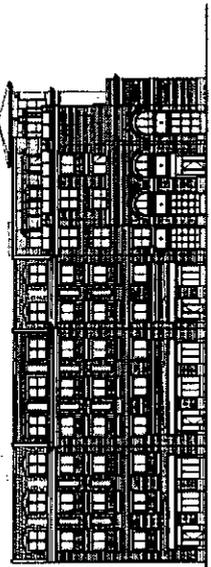
SIGNAGE NOTES

- A. 2'-0" x 12' BANNER SIGN
- B. 1" TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6" x 2' SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- F. 21'-4" x 3'-6" WALL MOUNTED SIGN
- G. 21'-4" x 3'-6" WALL MOUNTED SIGN
- H. 1'-6" x 1'-2" WALL SIGN
- I. 1'-6" x 1'-2" WALL SIGN
- J. 1'-6" x 1'-2" WALL SIGN
- K. 1'-6" x 1'-2" WALL SIGN



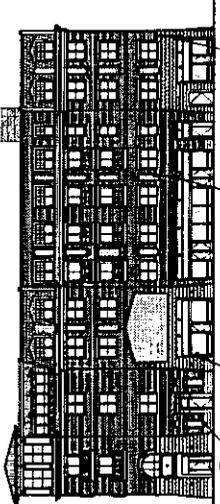
WALL, AWNING, AND BLADE SIGN PER CODE DEVIATION / NO. R.O.W. FRONTAGE
96'-11"

5 LOGGIA - WEST ELEVATION



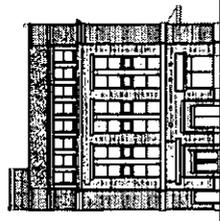
AWNING AND BLADE SIGNS @ 1.5 X 110 LF = 165 SF
WALL AND AWNING SIGN DEVIATIONS
49'-8"

6 LOGGIA - NORTH ELEVATION



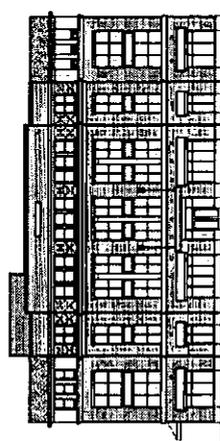
WALL, AWNING AND BLADE SIGNS PER CODE
156'-0"

4 LOGGIA - SOUTH ELEVATION



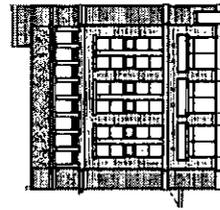
WALL, AWNING AND BLADE SIGNS PER CODE
40'-0"

3 THEATER - SOUTH ELEVATION



WALL, AWNING AND BLADE SIGNS PER CODE DEVIATION / NO. R.O.W. FRONTAGE
111'-0"

2 THEATER - EAST ELEVATION



AWNING AND BLADE SIGNS @ 1.5 X 40LF = 60SF DEVIATION / NO R.O.W. FRONTAGE
40'-0"

1 THEATER - NORTH ELEVATION

REVISED - FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540



PC-SIGN 3

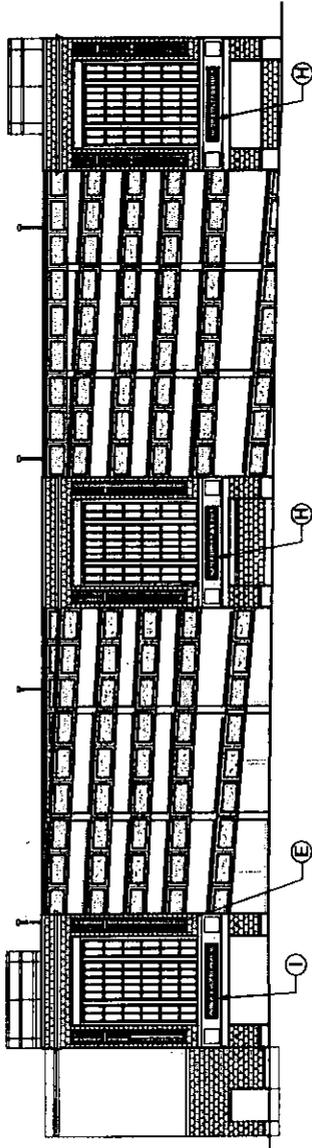
DEVELOPMENT BY:



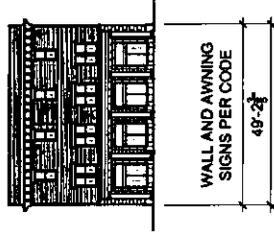
OFFICE AND GARAGE ELEVATIONS

SIGNAGE NOTES

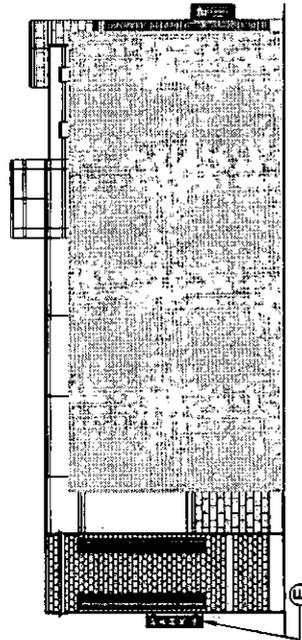
- A. 3'-6" x 12' BANNER SIGN
- B. 1" TALL METAL LETTERS MOUNTED TO BOTTOM OF PEDESTRIAN WALKWAY
- C. 6' x 2' SIGN MOUNTED TO UNDERSIDE OF PEDESTRIAN WALKWAY
- D. 3'-0" x 13'-0" WALL SIGN W/ PARKING COUNTER BELOW
- E. 3'-0" x 10'-2" PROJECTING WALL SIGN
- H. 21'-4" x 3'-6" WALL MOUNTED SIGN
- I. 21'-4" x 3'-6" WALL MOUNTED SIGN
- J. 1'-6" x 1'-2" WALL SIGN
- K. 1'-6" x 1'-2" WALL SIGN



④ GARAGE - SOUTH ELEVATION



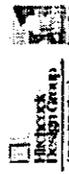
② OFFICE - SOUTH ELEVATION



③ GARAGE - EAST ELEVATION

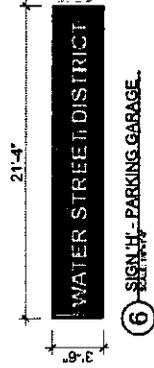
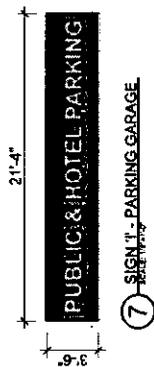
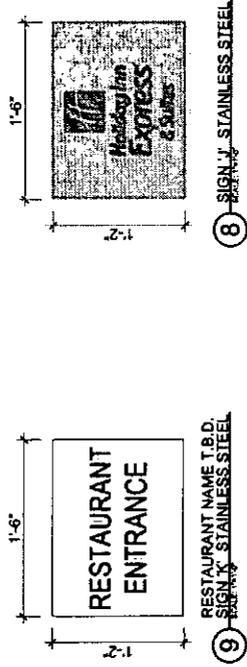
REVISED -
FEBRUARY 21, 2013

WATER STREET DISTRICT
NAPEVILLE, ILLINOIS 60540

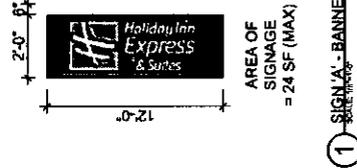
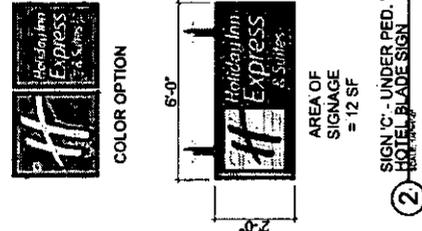
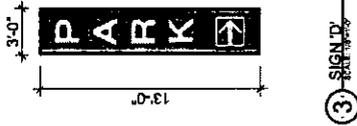
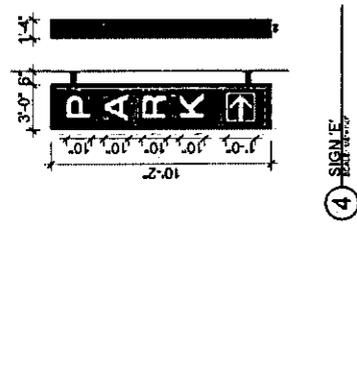


PC-SIGN 4

SIGN DETAILS



5 NOT USED



REVISED:
FEBRUARY 22, 2013

WATER STREET DISTRICT
NAPERVILLE, ILLINOIS 60540

