



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

**PLANNING AND ZONING
COMMISSION AGENDA
(CANCELATION)**

Wednesday, December 12, 2018

7:00 PM

City Hall Council Chambers

800 Game Farm Road

This meeting has been cancelled due to lack of quorum.

**The meeting and all items on tonight's agenda will be continued
at the regularly scheduled January 9, 2019 Planning and Zoning
Commission Meeting.**



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PLANNING AND ZONING

COMMISSION AGENDA

Wednesday, December 12, 2018

7:00 PM

Yorkville City Hall Council Chambers

800 Game Farm Road

Meeting Called to Order: 7:00 p.m.

Roll Call:

Previous Meeting Minutes: November 14, 2018

Citizen's Comments

Public Hearings

1. **PZC 2018-14** Al Eriksson, on behalf of CalAtlantic Group, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a fourth (4th) amendment to the Windett Ridge Planned Unit Development Agreement to allow for the extension of an additional three (3) years to complete the construction of a lift station and public improvements in Unit 2 of the Windett Ridge subdivision until December 31, 2023. The real property is generally located south of IL Route 71 and immediately east of IL Route 47 in Yorkville, Illinois.
2. **PZC 2018-18** Marker, Inc, petitioner has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting an amendment to the Heartland Subdivision Planned Unit Development to reduce the interior side yard setback from twenty (20) feet to ten (10) feet on Lot 187 of the subdivision. Additionally, the petitioner is requesting to increase the maximum allowable height of a permitted fence in a business district from six (6) feet to eight (8) feet. The real property is located at the southwest corner of the McHugh Road and Route 34 intersection in Yorkville.
3. **PZC 2018-19** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 6: Permitted and Special Uses in the Zoning Ordinance to identify "brewery" as a permitted use in the M-1 Limited Manufacturing and M-2 General Manufacturing districts and as a special use in the B-1 Local Business, B-2 Retail Commerce Business, B-3 General Business, B-4 Service Business districts. This text amendment will provide regulations for the establishment and operation of such uses in these zoning districts. Additionally, the definition for "microbreweries/brewpubs" will also be amended to allow the maximum production per calendar year of 155,000 gallons.
4. **PZC 2018-21** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance to create a new subsection regarding mobile food and retail vendor vehicles. The amendment will provide location and operational standards after the required business registration of the vendor and vehicle for food trucks and similar mobile vendors conducting business within the public right-of-way and on private property.

Unfinished Business

New Business

1. **PZC 2018-14** Al Eriksson, on behalf of CalAtlantic Group, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a fourth (4th) amendment to the Windett Ridge Planned Unit Development Agreement to allow for the extension of an additional three (3) years to complete the construction of a lift station and public improvements in Unit 2 of the Windett Ridge subdivision until December 31, 2023. The real property is generally located south of IL Route 71 and immediately east of IL Route 47 in Yorkville, Illinois.

Action Item

PUD Agreement Amendment

2. **PZC 2018-18** Marker, Inc, petitioner has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting an amendment to the Heartland Subdivision Planned Unit Development to reduce the interior side yard setback from twenty (20) feet to ten (10) feet on Lot 187 of the subdivision. Additionally, the petitioner is requesting to increase the maximum allowable height of a permitted fence in a business district from six (6) feet to eight (8) feet. The real property is located at the southwest corner of the McHugh Road and Route 34 intersection in Yorkville.

Action Item

Special Use

3. **PZC 2018-19** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 6: Permitted and Special Uses in the Zoning Ordinance to identify “brewery” as a permitted use in the M-1 Limited Manufacturing and M-2 General Manufacturing districts and as a special use in the B-1 Local Business, B-2 Retail Commerce Business, B-3 General Business, B-4 Service Business districts. This text amendment will provide regulations for the establishment and operation of such uses in these zoning districts. Additionally, the definition for “microbreweries/brewpubs” will also be amended to allow the maximum production per calendar year of 155,000 gallons.

Action Item

Text Amendment

4. **PZC 2018-21** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance to create a new subsection regarding mobile food and retail vendor vehicles. The amendment will provide location and operational standards after the required business registration of the vendor and vehicle for food trucks and similar mobile vendors conducting business within the public right-of-way and on private property.

Action Item

Text Amendment

Additional Business

1. City Council Action Updates

- a. **PZC 2018-07** GRNE Solar, Eric Peterman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois.

City Council Action

Update to be provided at meeting

Adjournment

DRAFT

PLANNING & ZONING COMMISSION

City Council Chambers

800 Game Farm Road, Yorkville, IL

Wednesday, November 14, 2018 7:00pm

Meeting Called to Order

Chairman Randy Harker called the meeting to order at 7:00pm, roll was called and a quorum was established.

Roll Call:

Reagan Goins-yes, Deborah Horaz-yes, Don Marcum-yes, Jeff Olson-yes,
Randy Harker-yes

Absent: Bill Gockman, Richard Vinyard

City Staff

Krysti Barksdale-Noble, Community Development Director

Jason Engberg, Senior Planner

Other Guests

Lynn Dubajic, City Consultant

Chris Vitosh, Vitosh Reporting Service

Shawn Ajaz, Progressive Energy Group

Megan Fanthorpe, Blackberry Woods

Mike Olszewski, Blackberry Woods

Chris Childress, Progressive Energy Group

Lana Lerman, Yorkville Dialysis Center

Deb Milam, Cimmaron Subdivision

Dan Kramer, Attorney

Eric Peterman, GRNE Solar

Stefan Fanthorpe, Blackberry Woods

Ryan Hoogland, Blackberry Woods

Ben Kilgore, Blackberry Woods

Scott Koeppe, Kendall County

Greg Milam, Cimmaron Subdivision

Previous Meeting Minutes October 10, 2018

The minutes were approved as presented on a motion and second by Commissioners Marcum and Horaz, respectively.

Roll call: Goins-yes, Horaz-yes, Marcum-yes, Olson-yes, Harker-yes. Carried 5-0.

Citizen's Comments None

Public Hearings

Chairman Harker said there were two Public Hearings originally scheduled for this meeting, however, not all materials were submitted for the Marker, Inc. Hearing and it will be moved to the next PZC meeting. A motion was made by Mr. Marcum and seconded by Ms. Horaz to move PZC 2018-18 Marker, Inc. to December 12, 2018.

Roll call: Horaz-yes, Marcum-yes, Olson-yes, Goins-yes, Harker-yes. Passed 5-0.

Chairman Harker explained the procedure for the other Public Hearing and he swore in those who would give testimony. At 7:05pm a motion was made by Commissioner Goins to open the Public Hearing for PZC 2018-07 GRNE Solar and it was seconded by Commissioner Marcum.

Roll call: Marcum-yes, Olson-yes, Goins-yes, Horaz-yes, Harker-yes. Carried 5-0.

Chairman Harker read the petition as follows:

1. **PZC 2018-07 GRNE Solar**, Eric Peterman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois.

(See Court Reporter's Transcript of Testimony)

Also to be entered into public record:

Statement from Yorkville Dialysis Center

Statement from Megan Fanthorpe

Petitioner Responses to the Special Use Standards

The Public Hearing was closed at approximately 8:12pm on a motion by Mr. Marcum and second by Ms. Horaz.

Roll call: Olson-yes, Goins-yes, Horaz-yes, Marcum-yes, Harker-yes. Carried 5-0.

Unfinished Business None

New Business

1. **PZC 2018-07 GRNE** (see above description)

Mr. Engberg provided details of the project including setbacks, fencing, glare study, distance of homes from solar panels, solar panel details, city request for solid fence around the perimeter, landscape plan, request for the security camera to be accessible by the sheriff and a knox box on site for emergency use. Other city requests include a security guarantee if the system is abandoned, an easement to enter the site and a full engineering and erosion plan. Scott Koeppel from Kendall County stated the the county included strong language regarding abandonment.

The floor was then opened for Commissioner discussion. Mr. Olson commented on any possible glare being hidden by a solid fence, construction pollution, noise being absorbed by nearby trees, emissions from panels being a non-issue, composite-type fence and the strict standards for dust. Ms. Noble said the city engineer would be on site every day to monitor dust and street maintenance.

Mr. Engberg said the city is asking for a 7'6" solid opaque fence. Ms. Horaz suggested the fence not be totally solid but it should allow air flow and give the illusion of being totally solid. Mr. Marcum discussed language for fencing and suggested a request for low maintenance and opaqueness rather than specifying certain materials.

Resident Megan Fanthorpe said she would like to see more trees and less fence. The petitioner plans for six types of trees at different heights. Ms. Noble explained the landscape requirements ask for 33 trees/shrubs for each 100 linear feet. Mr. Olson added that buffer trees should be replaced if they die.

Ms. Horaz inquired about snow on panels, potential hail damage and breakage by baseballs. Mr. Peterman said snow will slide off, double pane panels are resistant to hail damage and baseballs do not break the panels.

The discussion concluded and Chairman Harker read the special use standards plus the additional four. Mr. Engberg said petitioner responses to the special use standards and four additional standards from Chapter 14 will be entered into the official record.

The commissioners briefly discussed the language for the fence material as a condition in the motion and they decided on PVC or composite-type material. Mr. Engberg also requested that the petitioners adhere to the updated letter of November 7th pertaining to #4 of the staff recommended conditions.

Action Item

Special Use

A motion to approve the petition and Findings of Fact was made by Mr. Marcum and seconded and read by Mr. Olson: In consideration of testimony presented during a Public Hearing on November 14, 2018 and discussion of the Findings of Fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, on a O Office District zoned property located at the southwest corner of the Kendall County Government Center, subject to staff recommendations in a memo dated November 7, 2018 and further subject to a fence on 4 sides, PVC or composite-type material, solid and opaque, and request date on landscape survey to change to November 7, 2018.

Roll call: Goins-yes, Horaz-yes, Marcum-yes, Olson-yes, Harker-yes. Carried 5-0. Ms. Noble said this petition will move to the December 11th City Council meeting for final approval.

Additional Business

1. PZC 2018-17 Text Amendment for Signs

Mr. Engberg said the City Council approved the text amendment updating Chapter 20 of the sign ordinance.

In another matter, Mr. Engberg said extra material will be added to the packet to keep commissioners up to date. More training may be done later and Ms. Noble asked for ideas of the types of training desired.

Adjournment

There was no further business and the meeting was adjourned at 8:53pm on a motion by Commissioners Marcum and Goins, respectively. Unanimous voice vote approval.

Respectfully submitted by Marlys Young, Minute Taker

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UNITED CITY OF YORKVILLE
YORKVILLE, ILLINOIS

PLANNING AND ZONING COMMISSION
PUBLIC HEARING

800 Game Farm Road
Yorkville, Illinois

Wednesday, November 14, 2018
7:00 p.m.

1 PRESENT:

2 Mr. Randy Harker, Chairman,

3 Mr. Jeff Olson, Deputy Chairman,

4 Ms. Deborah Horaz,

5 Ms. Reagan Flavin-Goins,

6 Mr. Donald Marcum.

7
8
9 ALSO PRESENT:

10 Ms. Krysti Barksdale-Noble, Community
11 Development Director,

12 Mr. Jason Engberg, Senior Planner,

13 Ms. Marlys Young, Minute Taker.

14 - - - - -

1 (WHEREUPON, the following
2 proceedings were had in
3 public hearing:)

4 CHAIRMAN HARKER: Okay. I've got a
5 little change here on the public hearing. There
6 are two public hearings scheduled for tonight's
7 Planning and Zoning Commission meeting.

8 While there are two public hearings
9 on tonight's agenda, the petitioner, Marker,
10 Inc., has not provided the staff with additional
11 requested materials for the PZC 2018-18 before
12 tonight's scheduled public hearing date.

13 Therefore, the public hearing for
14 PZC 2018-18 will not be open for discussion or
15 testimony will not be taken at tonight's
16 meeting.

17 May I have a motion to move the
18 public hearing scheduled for PZC 2018-18 from
19 November 14th, 2018 Planning and Zoning
20 Commission meeting to December 12th, 2018
21 Planning and Zoning Commission meeting at the
22 same time and place that was the originally
23 planned hearing?

24 MR. MARCUM: So moved.

1 MS. GOINS: Second.

2 CHAIRMAN HARKER: Second?

3 MS. NOBLE: Second. Roll call.

4 CHAIRMAN HARKER: Okay, and a second.

5 Can I get a roll call?

6 MS. YOUNG: Horaz.

7 MS. HORAZ: Yes.

8 MS. YOUNG: Marcum.

9 MR. MARCUM: Yes.

10 MS. YOUNG: Olson.

11 VICE-CHAIRMAN OLSON: Yes.

12 MS. YOUNG: Goins.

13 MS. GOINS: Yes.

14 MS. YOUNG: Harker.

15 CHAIRMAN HARKER: Yes.

16 Okay. The purpose of -- and I still
17 have to say this -- the purpose of this hearing
18 tonight is to invite testimony from members of
19 the public regarding the proposed request that's
20 being heard before the commission.

21 Public testimony for persons present
22 may wish to speak in favor of or against the
23 request, or have questions for the petitioner
24 regarding the request being heard.

1 Those persons wishing to testify are
2 asked to speak clearly, one at a time, state your
3 name and who you represent, if anyone. You are
4 asked to sign in at the podium if you have not
5 already done so.

6 If you wish to speak at tonight's
7 public hearing as a petitioner or as a member of
8 the public, please stand, raise your hand and
9 repeat after me.

10 Anybody out there -- yeah, you want
11 to speak? Okay.

12 (Witnesses sworn.)

13 CHAIRMAN HARKER: Thank you, you may be
14 seated.

15 All right. So the order that we're
16 going to receive the testimony is the petitioner
17 is going to do his presentation first and then
18 those that want to speak that are in favor of the
19 request, they're next, then those that are
20 opposed to the request follow that, and then we
21 will move on.

22 So if the petitioner is ready?

23 MS. NOBLE: A motion.

24 CHAIRMAN HARKER: Oh, yeah, I'm sorry.

1 Hold on two seconds.

2 May I have a motion to open the
3 public hearing on petition number PZC 2018-07?

4 MS. GOINS: So moved.

5 MR. MARCUM: Second.

6 CHAIRMAN HARKER: Okay. Roll call vote,
7 please.

8 MS. YOUNG: Marcum.

9 MR. MARCUM: Yes.

10 MS. YOUNG: Olson.

11 VICE-CHAIRMAN OLSON: Yes.

12 MS. YOUNG: Goins.

13 MS. GOINS: Yes.

14 MS. YOUNG: Horaz.

15 MS. HORAZ: Yes.

16 MS. YOUNG: Harker.

17 CHAIRMAN HARKER: Yes.

18 Okay. PZC 2018-07, the GRNE Solar,
19 Eric Peterman, petitioner, has filed an
20 application with the United City of Yorkville,
21 Kendall County, Illinois, requesting a special
22 use permit approval to install and operate a
23 solar farm with more than one free-standing solar
24 energy system on approximately 7.4 acres of land

1 consisting of roughly 6400 solar modules.

2 The real property, zoned in the
3 O Office District, is located at the southeast
4 corner of John Street and Beecher Road at the
5 Kendall County Government Campus in Yorkville,
6 Illinois.

7 Now, you are ready to go?

8 DANIEL J. KRAMER,
9 having been first duly sworn, testified from the
10 podium as follows:

11 MR. KRAMER: Thank you, Mr. Harker. My
12 name is Daniel J. Kramer. I am an attorney
13 licensed to practice law in the state of
14 Illinois. My address is 1107A South Bridge
15 Street in Yorkville, Illinois.

16 I represent GRNE Solar, whose
17 representatives are here tonight. We have three
18 possible witnesses who will answer questions
19 from the audience and participate in the
20 presentation.

21 You will probably hear the most from
22 Eric Peterman who is presented or prepared on
23 behalf of GRNE Solar the video presentation, and
24 then we also have Chris Flynn Childress here who

1 is a consultant for the county in the energy
2 request, and we also have Shawn Ajazi, and I did
3 provide spellings of all the names for the court
4 reporter before we started.

5 Again, tonight it's a bit of an
6 unusual request in the sense that the petitioner
7 is joined on behalf of the county to make this
8 request.

9 The property is properly zoned; this
10 is an accessory use to the functions that exist
11 out at the county. As most of you know, but some
12 in the audience may be newer to the community,
13 this is about a 50-acre campus that was
14 designated as a public safety campus back when I
15 had hair.

16 The first building was the
17 sheriff's department, ultimately an animal
18 control facility was built behind it and there is
19 a garage behind the sheriff's department, several
20 public safety buildings for the jail now.

21 At the far west end of the campus is
22 the Kendall County Health Department, which keeps
23 growing with community needs all the time, and
24 the Kendall County Courthouse was actually the

1 second building built here, and they made I
2 thought really good use of the space in that they
3 could have knocked the west wall out and put a
4 bigger footprint, but they went upstairs instead,
5 so it should stand like the old courthouse for a
6 good half century as the county grows.

7 In terms of the use that's before
8 you here tonight, the city has asked that a solar
9 array be a special use so that they take into
10 account the effect on the neighbors in the
11 orderly development of the city.

12 We think it's a good use. We think
13 the applicant has thought of as many of the
14 issues as they can and they have taken some time
15 with the neighborhood.

16 They did a meeting with the board
17 about three weeks ago, the HOA association, and
18 they did a meeting at the historic courthouse and
19 invited any residents that wanted to come Monday
20 night.

21 We let the city know we were doing
22 both meetings and said, look, if aldermen or
23 staff want to come, you are welcome, but
24 aldermen, please be careful because of Open

1 Meeting Act that we really couldn't have more
2 than two aldermen, and the county is under the
3 same issue.

4 We let the county board know that we
5 were doing open meetings and said if you'd like
6 to come, but please, no more than two so you
7 don't violate the Open Meetings Act and they did
8 not come, which is okay because it's their
9 petition.

10 Really not a lot of comments from me
11 other than at the end of the presentation the
12 public comment and after your due consideration
13 tonight as a Plan Commission, we will ask you to
14 give a positive recommendation to the City
15 Council.

16 Thank you very much, and I'll let
17 Mr. Peterman talk about the technical aspects.

18 ERIC PETERMAN,
19 having been first duly sworn, testified from the
20 podium as follows:

21 MR. ENGBERG: Lights.

22 MR. PETERMAN: While Jason is grabbing
23 that, as Dan mentioned, we have done a lot over
24 the past several weeks and months to prepare

1 material for this application, this petition, met
2 specifically with Krysti and Jason, we've gone
3 back and forth several times to prepare all the
4 information that's requested for the special use
5 application, as well as, as Dan mentioned, met
6 with the HOA and the homeowners that are -- that
7 are nearby this facility, taking in their input
8 and actually changing some of the plans because
9 of their input so that we are all on the same
10 page.

11 I've told the HOA a number of times
12 as well, I have two young kids, I would have some
13 of the same questions that they had, which are
14 all great. I think there has been a great
15 dialogue through the process.

16 Thank you to the staff, I think
17 Jason and Krysti have done a great job of taking
18 it to all those who have been involved from the
19 HOA as well. It's been a healthy process so far.

20 Tonight we've prepared a
21 presentation with some of the questions that have
22 come out of the previous meetings, and I know
23 there is some more information requested from the
24 city which is in this presentation, as well as

1 from the HOA, which we have in here as well.

2 Can everybody see this okay or do
3 more lights need to go? All right. Great.

4 And feel free, if you need any
5 clarification or questions along the way, feel
6 free to jump in and stop me. Apologize to a few
7 of those who have seen this for the third time.
8 We'll jump right in.

9 So a couple different areas that
10 we'll cover, how solar works, the break up of
11 what solar array looks like, some of the sound
12 study, layout, questions that have come up
13 throughout the process, and then some of the
14 maintenance and prior installations that we've
15 done.

16 I guess I should introduce myself, I
17 apologize. Eric Peterman, I'm an industrial
18 engineer from Northwestern University. I started
19 this company about eight years ago. Born and
20 raised in Illinois, live in Arlington Heights
21 now, our company is run out of Palatine, so we
22 are local. We operate only throughout the
23 Midwest.

24 There is a lot of solar development

1 going on in Illinois right now because of the
2 incentive structure. I know there was another
3 petition prior to ours that came from an
4 out-of-state that was eventually withdrawn.

5 That was a totally separate setup.
6 That was what's called community solar, where you
7 can choose any plot of land to be able to
8 interconnect into the utility grid.

9 This is what's called a
10 behind-the-meter application to where it's
11 directly impacting Kendall County's offices, so
12 in terms of the location, it needs to be where
13 the Kendall County offices are located. It can't
14 just be on another plot of land out in the middle
15 of nowhere, so that's the difference between
16 those location-wise. That's a little bit of the
17 background on that.

18 Yeah, as I mentioned, engineer by
19 trade and born and raised in Illinois. I've
20 taken numerous hours to think about how this
21 design is put together, I've driven through the
22 neighborhoods, for Blackberry Woods, and had some
23 great communication with them along the way.

24 Sorry, I'll jump in now, so this is

1 a great slide that I like to use just to explain
2 how solar works just so everybody has a baseline
3 understanding.

4 If you can see, Step One here, solar
5 panels -- this is on a house, but solar panels on
6 the roof are directly impacted by the sun. The
7 sun hits the solar panels and then knocks around
8 some electrons to create energy.

9 That energy is created in DC, or
10 direct current, and then it's transferred into a
11 box that you can barely see right here, which is
12 called an inverter.

13 The inverter is the brains of the
14 system and that's what converts the energy from
15 direct current to alternating current.

16 Alternating current is what we use
17 to turn on these lights and the projector and the
18 computer, so once it becomes alternating current,
19 it then powers any loads that are going on inside
20 the house, so if the refrigerator is on or if the
21 washing machine is on, the solar power will help
22 to power those things first.

23 If everything is shut off, let's say
24 you are away on vacation, then that power would

1 be pushed back onto the utility grid. ComEd
2 would then give you a credit on your utility
3 bill, so you won't lose that energy you created,
4 you will get a one-to-one credit from ComEd, and
5 that's where it goes back onto the utility grid.

6 Here is a picture of what a typical
7 ground mount system might look like. So the
8 three main areas we have identified here, the
9 racking structure, which you can see kind of in
10 the background here, it's made with steel posts
11 that go in the ground and then aluminum rails
12 that run the length of the system that also
13 support the solar panels.

14 You can see one solar module is
15 installed here. That's what is impacting with
16 the sun to create the energy, and then there is a
17 box, like I said, an inverter, which is the
18 brains of the system, which is usually located
19 somewhere along the racking structure hidden
20 underneath the solar panels.

21 What is in a solar panel? So this
22 is a breakdown of what is actually inside of a
23 solar module, so this is kind of a deconstructed
24 module here.

1 On the top you can see there is an
2 aluminum frame that houses everything inside.
3 There is a double layer of glass, just like a
4 windshield would have, and then the solar cells
5 is what's beneath that double layer of glass,
6 another layer on the back side, and then these
7 electrical wires, which help transmit the energy.

8 So the solar cell itself is made up
9 of these three elements: Most notably silicon
10 and ingot, which is -- they're all metalloids.
11 Silicon is one of -- I think it's the second most
12 abundant element on earth behind oxygen.

13 There is nothing toxic about any of
14 these materials, there is no harmful materials
15 that are inside the cells at all, and I think one
16 of the board members had a question about what a
17 solar cell looks like, or solar module. Jeff, if
18 that was you. So this is actually a full scale
19 solar panel. You are welcome to come look at it
20 or touch it, or any questions you have.

21 This one looks like -- this one is a
22 residential module with a black frame, but this
23 is full scale solar panel, so you are welcome to
24 check it out when you have some time or if you

1 have more questions.

2 The racking structure. So this is
3 actually on what's called a single axis tracker,
4 and what that means is at the beginning part of
5 the day, the solar panels will face east.

6 As the sun rises and goes across the
7 sky to the west, the solar panels will actually
8 rotate without the sun. That's the most
9 efficient way to install solar, so in order to
10 achieve that, you need a motor which will
11 actually turn the racking structure with the sun.

12 So here you can see a picture of
13 what that motor looks like and a portion of the
14 racking structure that helps turn the solar
15 module.

16 The inverter, looked like a
17 nondescript white box like you have here. There
18 is a fan, just like you would have on a computer,
19 that runs to keep the electronics cool inside the
20 box. There is a display on the front that tells
21 you how much energy you're making or if there is
22 any errors with the system.

23 Here is a picture of the inside or
24 the guts, there is some internal blocks where the

1 wires are housed, some capacitors and resistors..

2 The question came up about sounds
3 throughout this process, how much sound is
4 created by the solar array. So in order to just
5 provide a base level understanding of how many
6 decibels normal activities are, you can see,
7 starting on the left here, a quiet, rural area is
8 described or calculated at 30 decibels, and then
9 as we go to the right you can see -- as we get
10 into the 50 and 60-decibel range, that's what's
11 characterized as a refrigerator noise or normal
12 conversation makes the sound that you are hearing
13 from my voice right, now would be in the 50 to 60
14 decibel range.

15 Getting higher becomes what's called
16 this dangerous level, and that's where you start
17 to hear -- like if you were next to a car horn, I
18 think that says chain saw or a jet engine. So
19 that that's hopefully a base level understanding
20 of decibel level for some normal, everyday
21 activities.

22 Solar panels themselves produce zero
23 decibels, so there is actually no noise at all
24 that comes out of the solar panel, so when the

1 sun hits it and it's creating power, you will
2 never know if you were just listening for an
3 audible test.

4 In terms of racking structure, I did
5 mention that it had motors that turn -- for the
6 racking structure. So when those motors are in
7 motion, the calculated or the tested decibel
8 level is between 40 and 50 decibels. That's in
9 between a library whisper and a refrigerator, for
10 reference.

11 The motors only run on 15-second
12 intervals every ten minutes. That's only during
13 the day when the sun is shining, so it does not
14 run at night or any time the sun is not shining.
15 It rotates the modules during the day and then it
16 resets itself.

17 One of the questions that was asked
18 at a previous meeting, and I got some
19 clarification, so it will go -- every ten minutes
20 it will run for 15 seconds to rotate the modules
21 throughout the day.

22 At the end of the day it will run
23 for about a minute to reset it back to a normal
24 level, and then the next day it will then start

1 again, so it's only running a limited amount of
2 time and there is only a noise that's comparable
3 to a library whisper or a refrigerator. There is
4 only two motors on the entire site is the plan
5 design right now.

6 MR. MARCUM: Those tracking things go
7 down the center of the -- they are not on every
8 panel; is that correct?

9 MR. PETERMAN: The tracker -- you are
10 talking about the racking structure itself?

11 MR. MARCUM: Yes.

12 MR. PETERMAN: Yes. So you will have a
13 row of solar panels that might look like this
14 solar panel and then another solar panel right
15 here.

16 There will be a beam that runs down
17 and attaches to the back of the solar panel, so
18 it's almost like a hinge, so it will go from the
19 east and then they'll rotate on the hinge.

20 MR. MARCUM: But there is not one of
21 those motors on every one of those panels?

22 MR. PETERMAN: No, no. Only two motors
23 on the entire site. Yes. Thanks for the
24 question.

1 Inverters. So the next study was
2 the decibel reading on the inverters themselves.
3 The inverters as I mentioned are the brains of
4 the system. That's the electronics. So standing
5 next to the inverter, measured at around 60
6 decibels, so again, that's a normal conversation,
7 probably similar to what you're hearing from my
8 voice right now, there are planned about 40
9 inverters for the site right now.

10 VICE-CHAIRMAN OLSON: 60 decibels at how
11 many feet away?

12 MR. PETERMAN: 60 decibels at three
13 meters, so about ten feet, and then once you
14 get -- Actually the next slide will give you some
15 more detail on that.

16 So this is standing right next to
17 it, and you can't see it on the screen, but these
18 are decibel readings here that show that these
19 are about 60, 61 decibels for each of these, and
20 the angle, why there is four different angles,
21 it's from the front, the back, the right, the
22 left, so you can get it from all different
23 angles, and this was actually provided from the
24 inverter manufacturer.

1 To your question about how far away.
2 So these are some installed inverters that we
3 have on a site that we own. This is in northwest
4 Indiana for an elementary school. It's a similar
5 size, it's about 1.2 megawatts.

6 The proposed size for this project
7 is close to two megawatts, so it's I guess a
8 little more than half of what's being proposed
9 for this site.

10 These are actually videos that are
11 not wanting to run on Jason's computer tonight,
12 so I will give you a background of what this
13 sounds like.

14 So at three feet away from the
15 inverter you'll hear about 60 decibels, so it
16 will sound like a fan running, similar to a
17 computer fan.

18 As we back up, we've got a recording
19 here at about ten feet, that's where it's, you
20 know, still in that 60 decibel range, so you can
21 still audibly hear it about ten feet away, and
22 then the third picture here shows a recording at
23 25 feet from the enclosure, where at this stage
24 you can't really hear the inverter.

1 You can hear some wind rippling and
2 you can hear some traffic in the background, but
3 the audible noise from the inverter is
4 negligent.

5 VICE-CHAIRMAN OLSON: Where are the
6 inverters located on the site?

7 MR. PETERMAN: Yes, good question. I am
8 going to defer that question for a couple slides
9 later so it be a little more helpful.

10 And this is another video, it
11 actually has one of our guys walking through the
12 middle of the solar field to give you a good feel
13 for what that looks like. We can make this
14 available if you want to try the videos later,
15 but that's not wanting to work for us tonight.

16 Similarly, another question that
17 came up about any electromagnetic fields that are
18 given off by the solar array, so to provide some
19 EMF levels of everyday activities or everyday
20 devices, here is another frame of reference.

21 So as we start on the left -- and
22 excuse me, I can't see it from this far away. As
23 we start on the left, you'll see brain waves and
24 solar system is on the left which is considered

1 extremely low frequency.

2 As we move to the right we've got
3 some everyday devices such as a radio,
4 television, laptop, cellphone, which are in the
5 radiowave, microwave category here.

6 As we continue to go to the right
7 that's where you get some UV lights, or light
8 bulbs, medical devices, and the dangerous
9 category is where you have some more nuclear and
10 radioactive activity.

11 So as you can see from the solar
12 field, what's giving off the EMF is the inverter
13 and that's where it's categorized in the
14 extremely low frequency next to -- you know,
15 further to the left than everyday devices like
16 your cellphone or your computer.

17 To your question about location, so
18 this if you can see is -- the blue box here is
19 the area that is planned for the solar panels
20 and the red in the middle, we've actually
21 designed it based on some feedback and concerns
22 from the HOA to run down the center of the array,
23 so the nearest home, as you can see here, is over
24 300 feet away from the inverters and the motors,

1 which are in the center, the only things that
2 make noise or give off EMF. Nothing in the solar
3 field produces either of those.

4 Does that answer your question on
5 location?

6 VICE-CHAIRMAN OLSON: Yes.

7 MR. PETERMAN: Great. Landscape layout,
8 which was required by the city, this was produced
9 by HLR, the engineering firm. There is some
10 detail down here that describes the different
11 trees that will be planned for this site.

12 This is the southern portion of the
13 solar field. There is a black line that runs
14 directly east/west that you can kind of see right
15 there, and then just to the south of that fence
16 line is the tree line.

17 This is an image of what that will
18 look like. There's going to be an opaque fence
19 on the south side, seven-and-a-half-foot tall
20 wood fence that will not be able to be seen
21 through, and then you will have the tree
22 landscaping between the residents and the solar
23 grid.

24 VICE-CHAIRMAN OLSON: And that's on the

1 south elevation?

2 MR. PETERMAN: Yes, sir.

3 MR. KRAMER: Eric, can you point out,
4 the photographs they have in the package show it
5 a lot better than that. That's very dark there.

6 MR. PETERMAN: Yeah, it's pretty dark
7 here. Point out --

8 MR. KRAMER: They've got color drawings
9 that show that much better.

10 CHAIRMAN HARKER: Okay.

11 MR. PETERMAN: This shows that -- There
12 was a question about what other -- what other
13 developments might happen on this land, and this
14 land is obviously owned by Kendall County and
15 it's -- right now it's housing a temporary
16 nursery for some trees, but there are other plans
17 in development.

18 This was taken from the Kendall
19 County Capital Improvement Plan back in fiscal
20 year 2012. It just shows the public safety
21 center was discussing a build-out of the
22 correctional facility, so there is talks of
23 either expansion of the jail that's currently
24 there further to the west where the site is,

1 there is talk of additional buildings for this
2 space. There is nothing set in stone right now.
3 The proposed plan is for the solar field.

4 This was a little bit more
5 clarification on what could go there if this
6 wasn't a solar field.

7 The intention -- it's my
8 understanding something will be developed there;
9 the timing or what is what's uncertain.

10 A question on property value. So
11 some of the concerns from -- or some of the
12 questions that were brought up from the HOA was
13 will this have an impact on my property value,
14 and we were requested to find a study that showed
15 a similar scenario of a large solar field being
16 developed directly next to a residential home or
17 a residential plot of land.

18 There is actually a study that was
19 produced in the Midwest, so this actually has a
20 lot of Indiana and Illinois solar fields on it,
21 which are much larger than the field that we are
22 proposing for this petition, and essentially
23 what this is saying, there is a couple key
24 categories here, but what they did is they took a

1 control site and then a test site to see similar
2 properties that are next to a solar array and
3 similar properties that are not next to a solar
4 array, what was the impact on the property value,
5 and this shows the distance from the solar field
6 to the home, and some of the numbers here, I
7 think that number is like 68 feet from the
8 property line to the solar field, there is a few
9 that are in the hundred feet, 200, that says 400
10 there.

11 So the gist of it is these massive
12 solar fields are right next to a residential area
13 and all the way on the right the analysis
14 concluded that there was no impact, was the final
15 ruling.

16 This number down here shows the
17 property values actually increased by close to
18 two percent, so it's a minimal increase to no
19 impact is what the study showed.

20 This was just a recap of some of the
21 questions that did come up and then direct
22 answers to them.

23 Most of the presentation has covered
24 these questions, so I will just highlight some of

1 these things that were brought up.

2 Will living near a solar field
3 affect my property value? We just presented that
4 study.

5 Do solar panels contain harmful
6 chemicals? There have been numerous studies to
7 show that there is no connection between solar
8 fields or health conditions or any reason to
9 believe that it would be harmful. So we covered
10 that also with the anatomy of what's inside a
11 solar panel and how it works.

12 Do solar panels create glare?
13 Actually Jason did a great job at presenting this
14 topic at one of the last meetings. The purpose
15 of solar panels is to actually capture sunlight,
16 not to reflect it, so that is the way that solar
17 panels are designed.

18 Even if it did reflect, if you
19 remember, the solar panels are only facing east
20 and west, so they will not ever face to the
21 south, which would be where the nearby residents
22 are located.

23 Do solar panels leak radiation? We
24 talked about that at the EMF study and, as I

1 said, there is no link between solar fields or
2 any threat or concern with health conditions, and
3 then EMF specifically.

4 This is actually that school that I
5 was talking about that we had a picture of
6 earlier. This is an elementary class that's
7 actually outside discussing the solar field
8 that's being installed.

9 We worked with the Tri-Creek School
10 Corporation to implement this on their campus at
11 the elementary school. They built it into their
12 curriculum.

13 We have designed it such that the
14 students can actually come out and do different
15 tests on the solar field, they can put a shade on
16 a solar panel to see how it impacts it, they can
17 record the voltage to see how much voltage is
18 being pushed through the solar panel.

19 So this has been a great thing for
20 us to show that not only is there is no concerns
21 of harm or health concerns, but it's also an
22 opportunity to educate our young ones and build
23 it into the curriculum as they go through,
24 throughout their elementary school.

1 Question came up of site
2 maintenance. So our relationship with Kendall
3 County is we are leasing the land and we will be
4 responsible for everything on the land. So
5 maintenance, maintenance of the landscaping
6 that's on the subject site, ensuring that the
7 field is kept in operation and is functional, we
8 will be responsible for all of that.

9 So you can see a couple fields here
10 that are well manicured.

11 VICE-CHAIRMAN OLSON: Those are
12 landscaped. Is the one you are proposing also
13 landscaped grass, it's all -- it's not gravel
14 or --

15 MR. PETERMAN: Yes, sir, there will be
16 grass underneath, correct.

17 Some of the previous projects -- I
18 don't remember if this was from the city or from
19 the HOA, but they had asked to provide a list of
20 some of the previous projects.

21 That's an aerial view of the
22 Tri-Creek School Corporation; this is a project
23 in Nebraska for a ground mount system. We've
24 done roof mount system, we've done ground mount

1 systems, had various different equipment that we
2 have used.

3 We were recently awarded as the
4 number one solar installer in Illinois. It's
5 been a long time coming to get to this point, but
6 as I said, it's prideful for myself because I am
7 born and raised here, we are focused specifically
8 on the Midwest and we do everything local, so to
9 earn this is definitely something we are proud
10 of.

11 And then finally this just shows
12 that third-party organizations, which are usually
13 the watchdogs of environmental actions, have all
14 come out in support of solar, the ones listed on
15 this slide as least, so organizations such as
16 Greenpeace, or the EPA, National Geographic, U.S.
17 Department of Energy, Sierra Club, these folks
18 are very interested and engaged in anything that
19 would impact the environment. They have all come
20 out to support solar. And, in fact, the EPA has
21 a very similar sized solar array on their campus,
22 so 1.5 megawatts of solar that's on their campus
23 would look very similar to the petition that we
24 have before you.

1 And then finally just a quick
2 summary of the points, some of the key points, as
3 we mentioned in the layout, the solar motors and
4 racking motors will be located more than 300 feet
5 from the nearest home.

6 The inverters and racking motors
7 will only operate during the day when the sun is
8 out; nothing is operating at night.

9 The emitted sound and the EMF we
10 discussed as to have no impact, you won't be able
11 to hear it from outside the fenced area or have
12 an effect anywhere outside the fenced area at
13 all.

14 Solar field would be regularly
15 maintained by GRNE Solar. There's been no --
16 After rigorous tests, there's been no connection
17 between health concerns or solar arrays.

18 We talked about the independent
19 third-party groups which support solar. GRNE
20 Solar is -- it will save the taxpayers \$4 million
21 over the course -- over the life of the system,
22 and that's all with zero dollar capital costs.

23 So the way that works is there is a
24 lot of incentives and grants that are out there.

1 We have an investor that would fund the money for
2 this project so it would not come out of the
3 Kendall County budget at all and they would pay
4 less for the energy that's created by the solar
5 than they are currently paying with their
6 supplier.

7 And then the property values we
8 discussed; the study that was shown there with --
9 specifically in the Midwest, Illinois and Indiana
10 products that has a slight positive to no impact
11 on the property values.

12 And then in terms of next steps, as
13 we mentioned, we've held two joint meetings other
14 than the EDC meetings that we've had previously,
15 but since then we've had two joint meetings with
16 the HOA and the homeowners who have decided to
17 show up.

18 As I said, we've had great dialogue
19 and actually had a change in the plans because of
20 those meetings. Here tonight we have the public
21 hearing and then if it decides to go before the
22 Council for vote, we'll see that on the the 11th.

23 Assuming that is approved, we have
24 to apply for those incentives in January and then

1 the installation would be slated for spring of
2 2019.

3 One thing I will note is the timing
4 or the urgency of the solar incentives. Because
5 of the way the program is structured, it's very
6 appealing to developers, so there's been a lot of
7 development from out-of-state that's come to
8 Illinois.

9 In fact, there is actually more
10 products being developed than there are funds for
11 in terms of the incentives, so they've discussed
12 doing the process of a lottery, so assuming we do
13 get approval and move forward and we get to
14 submit our application on January 15th, then we
15 will still be at the whim of the Illinois Power
16 Agency, which distributes the incentive money for
17 the project.

18 VICE-CHAIRMAN OLSON: So you might get
19 approved and you might lose out on the lottery.

20 MR. PETERMAN: That's correct, yeah.
21 And without those incentives, the economics of
22 the project don't work, so the timing is vital to
23 get the approval so that we are ready to submit
24 the application in January, so just want to make

1 sure that that's clear, and appreciate your
2 attention and timeliness on this.

3 At this time I will turn it back to
4 Jason and I'll be available for questions if
5 there is anything else that you need.

6 Thanks for your attention.

7 CHAIRMAN HARKER: Thank you. Okay.
8 Moving on, anybody that's here that would like to
9 speak that's in favor of the proposal being
10 heard? Step forward. Please state your name
11 when you get there too, please.

12 SCOTT GRYDER,
13 having been first duly sworn, testified from the
14 podium as follows:

15 MR. GRYDER: Sure. Hi, I'm Scott
16 Gryder. I am County Commissioner for Kendall
17 County. I am here on behalf of the County Board.

18 They spent a lot of time looking at
19 this, wanting to be fiscally responsible and then
20 also wanting to be environmentally responsible,
21 and we thought this was a project that could do
22 all of those things in one, and they spent a lot
23 of time, both staff-wise and County Board, going
24 through to come to these agreements, to look at

1 the products, a lot of questions about the field
2 as well, what would happen, where it would
3 result, and then they unanimously voted to go
4 forward with this project earlier this year,
5 which brought about coming to Yorkville to get
6 approval and get the special use put out.

7 Just wanted to come here and mention
8 that, you know, that there is other elected
9 officials that have reviewed this and looked at
10 it from the County level and they voted
11 unanimously to do it. So thank you.

12 CHAIRMAN HARKER: Thank you. Those who
13 are -- that would like to speak that are opposed
14 to this request? Please step up, step forward.

15 (No response.)

16 CHAIRMAN HARKER: Awesome.

17 MS. FANTHORPE: Are we allowed to ask
18 questions?

19 CHAIRMAN HARKER: Yeah, absolutely.
20 Come on up to the --

21 MS. FANTHORPE: Do we have to go to the
22 podium?

23 MS. LERMAN: Is there anyone else that
24 wanted to be up for anything to oppose it?

1 Otherwise I will.

2 CHAIRMAN HARKER: Yeah, go ahead. Come
3 on up.

4 LANA LERMAN,
5 having been first duly sworn, testified from the
6 podium as follows:

7 MS. LERMAN: Hi. My name is Lana
8 Lerman. I represent Yorkville Dialysis Center.
9 We are located on the west side of the proposed
10 solar field, yes, I think it's west side, so we
11 did submit a written opposition, but we just
12 wanted to kind of reiterate and explain why.

13 Dialysis is a life sustaining
14 treatment. We have a lot of elderly patients
15 that come in; they come in three days a week,
16 four hours a day, so that's pretty much part of
17 their lives.

18 We feel that the noise, the
19 pollution of the construction and everything
20 would not be very good for them, you know, moving
21 in and out and coming into the unit, so -- we're
22 also concerned about when the panels go to the
23 west, the possible glare.

24 I know they said there is no glare,

1 but if there is one, we feel that will go right
2 into our location, so that's essentially why we
3 would like to oppose this; however, if you do
4 decide to go with it, we do respectfully request
5 that you have a fence that's at least eight feet
6 tall and that we have a little bit more shrub,
7 bermage (sic) and trees on our side. Didn't look
8 like there was going to be anything on the west
9 side, so --

10 CHAIRMAN HARKER: Okay.

11 MS. LERMAN: And that's about it. Thank
12 you.

13 MR. ENGBERG: It's in the packet, real
14 quick, would you like the letter that's sent in
15 the packet entered into the record?

16 MS. LERMAN: Yes.

17 CHAIRMAN HARKER: All right. Anybody
18 else that's in opposition of the request?

19 MS. FANTHORPE: Okay. I will talk.

20 CHAIRMAN HARKER: Okay. And, sorry,
21 real quick because you weren't here when we swore
22 everybody else in, so --

23 MS. FANTHORPE: Yes, I realize it was
24 for the public; I thought it was like formal

1 representatives.

2 CHAIRMAN HARKER: You're good. Please
3 stand, raise your right hand, and repeat after
4 me.

5 (Witness sworn.)

6 CHAIRMAN HARKER: And what was your last
7 name?

8 MS. FANTHORPE: Fanthorp.

9 CHAIRMAN HARKER: One more time?

10 MS. FANTHORPE: Fanthorpe.

11 CHAIRMAN HARKER: Okay.

12 MEGAN FANTHORPE,
13 having been first duly sworn, was examined upon
14 oral interrogatories and testified as follows:

15 MS. FANTHORPE: So I am the HOA
16 president for Blackberry Woods, and I've spoken
17 with a lot of our neighbors and I've done a lot
18 of research on this myself and I found some
19 conflicting things with the Power Point.

20 I've found that it can be a health
21 hazard, that it can cause hypersensitivity in
22 some people if this is added, and I don't know
23 how far it would have to go across the property
24 lines for it to be effective of our neighbors,

1 but if they would have that problem, they
2 wouldn't even be able to go into their home
3 potentially.

4 I found that the components that
5 make up solar panels overwhelmingly they are
6 toxic and that they cannot be disposed of very
7 easily. That's actually one of the problems with
8 solar panels, is trying to recycle them
9 afterwards, because they are made of toxic
10 materials.

11 I agree that they are made of
12 silicone, but a lot of the studies that I have
13 found show that the components inside of there,
14 if they are released into the air, can cause
15 health hazards, and I only received their Power
16 Point today, what they are citing, so I didn't
17 have an opportunity to read it beforehand, but I
18 haven't, to try to figure out which one is
19 accurate, but if they are toxic and there is a
20 potential for something like a weather-related
21 element such as a tornado to come through and
22 pick these up and smash them or a baseball to hit
23 them or any other way that they could potentially
24 become unencapsulated, I understand in the

1 encapsulated form they're likely safe, just like
2 asbestos, but if it got out into the air for some
3 reason, we would like to know that there is some
4 type of biohazard cleanup plan, but as of right
5 now they're saying it's safe, so they don't feel
6 that that's a need, but we have a concern for it
7 being I believe about 85 feet from our back doors
8 is what we were told, that this is being so close
9 to kids.

10 I don't know what the hazards are,
11 if some -- if a kid would get in there, if there
12 is electrical components that they could get
13 hurt.

14 We also have concerns with them
15 removing all of the trees in that area. We've
16 got homeowners that have, you know, a lower water
17 table that could end up flooding if they have,
18 you know, kind of a flat area that has no
19 drainage.

20 I don't think there is a drainage
21 plan in there right now, I know they said in the
22 future they would have to do that, but I wouldn't
23 want them to move forward without that plan.

24 We also have a water basin that's

1 right next to there, about 300 feet from there.
2 If they remove all the trees there could
3 potentially be a problem with the water basin,
4 and that's something that we have to -- the
5 homeowner maintained and he's had problems in the
6 past and we don't particularly want to have those
7 type of costs incurred on our homeowners.

8 We have a low budget for our
9 association, our dues are low, and so any
10 maintenance to those water basis is very costly
11 for our homeowners.

12 We also asked for long-term studies.
13 While I understand solar energy has been around,
14 I don't know if it's been around long enough for
15 them to show that 20 or 30 years from now some
16 type of byproduct that they are not aware of now
17 could cause problems or cancers that we don't
18 know about.

19 I know Willowbrook is having a
20 similar problem right now with Sterigenics, you
21 know, they thought it was safe, and now 20 years
22 from now we have a higher cancer rating, and we
23 don't want to be getting these to have more
24 health effects, potentially 20 years from now

1 we're going to have this unknown and have them
2 say oh, sorry, we didn't know then.

3 I just -- I feel like for the -- I
4 think we broke it down, it ends up being \$1.26 in
5 savings for residents in Kendall County. We just
6 don't know that it's worth the risks of this.

7 They say the property values won't
8 go down, but most people I've talked to say 5,000
9 solar panels next to your house is going to raise
10 some concerns for not just people who back right
11 up to it, but we have two-story homes, so you're
12 going to see over it even with the fence and the
13 tree lines. You know, our houses are raised up a
14 bit, so they are still going to overlook that.

15 There has to be security systems in
16 place based on what we are -- the sheriff wants,
17 so some cameras may be looking into our backyards
18 as we well.

19 They've talked about putting a chain
20 link fence around this project, which we think
21 would be an aesthetic eyesore, and while we know,
22 you know, there might be an expansion of some
23 kind in this area, when the Kendall County
24 representative came to one of our meetings, he

1 said that based on the prison population going
2 down is that the likelihood is that this area
3 won't be anything until 2028, so we think there
4 is some time to figure out what that would be.

5 You know, it's also blocking out
6 things like the view of the other government
7 buildings, some of the traffic, Route 34, Target,
8 all of those other things that are being blocked
9 by that area.

10 We know it can't be trees forever,
11 but I just think with the safety concerns that
12 are out there, I just don't know that right now
13 they have enough information to prove beyond a
14 reasonable doubt that it's safe, and we don't
15 want to be the guinea pigs that prove that it's
16 going to be safe now and in the future, so I
17 think that's all I've got. Okay. Thank you.

18 MR. ENGBERG: Your letter that you sent
19 us that's in the packet, would you like that
20 entered into the record as well?

21 MS. FANTHORPE: Yes, please.

22 MR. MARCUM: I have a question. The
23 water basin you are talking about, is it in
24 somebody's yards or the retention areas?

1 MS. FANTHORPE: It's the retention area
2 to the right off of Blackberry Woods, so my
3 understanding of it is it's supposed to retain
4 the water and then drain out into Blackberry
5 Creek, and it's about -- from my Google map about
6 300 feet.

7 MR. MARCUM: So you are talking about
8 something that's on your property, on your --

9 MS. FANTHORPE: Yeah, it's in our
10 homeowner's association.

11 MR. MARCUM: It's not this part to the
12 north here?

13 MS. FANTHORPE: No, it's like --

14 CHAIRMAN HARKER: It's on the east part,
15 right?

16 MS. FANTHORPE: When you are drive into
17 our neighborhood --

18 MS. NOBLE: It's south. It's south.

19 MS. FANTHORPE: It's right by the model
20 house. Scruffy's.

21 CHAIRMAN HARKER: Yeah.

22 MR. ENGBERG: The project area.

23 CHAIRMAN HARKER: Okay.

24 MR. MARCUM: That's it.

1 VICE-CHAIRMAN OLSON: Can we ask
2 questions of Eric?

3 CHAIRMAN HARKER: Yeah. Absolutely.
4 Can I just say this real quick?

5 VICE-CHAIRMAN OLSON: Yes.

6 CHAIRMAN HARKER: We can also do that
7 when we stop and get out of the public hearing,
8 you know what I mean? Because we will get kind
9 of wrapped up in that a little bit, you know,
10 so -- thank you, yeah.

11 Okay. Eric, would you like to
12 respond to some of the things that she just said,
13 or Mr. Kramer?

14 MR. KRAMER: Thank you. Again, Dan
15 Kramer for the record.

16 The technical stuff I'll let Eric
17 respond to because I have zilch in terms of
18 knowledge there.

19 In terms of drainage, I think
20 Mr. Marcum hit the nail on the head. When the
21 original campus was designed, the county had to
22 go through some overall drainage studies to show
23 the city how the drainage would work given a
24 reasonable build-out and this parcel would have a

1 building.

2 It was never intended that the trees
3 were going to stay there. It's a sad story for
4 Kendall County taxpayers, but the county bought
5 those trees twice, first when the Orchard Road
6 was condemned and as part of the settlement they
7 gave the nursery owner the right to keep growing
8 them on this ground, and then they had to move
9 some a second time and buy a second time, so it
10 was always believed that these would be harvested
11 back before the economy went down the tube and
12 they got too big, frankly.

13 So what Eric has shown you on the
14 Power Point is that under the panels, it's still
15 going to be a low fescue-type grass that's got a
16 deep root structure, not the bluegrass that we
17 have on our lawn that only has three or four
18 inches of roots, so you're still going to have
19 good ground absorption because you've just got
20 the small pipe holding the poles.

21 Again, we would anticipate the
22 drainage going into our retention pond on the
23 county ground to the north and not going to the
24 neighbors in the south into the subdivision at

1 all, particularly because there is going to be
2 the fence, the berm and the landscaping there.

3 In regards to the safety issue, I
4 think that's a very good question, and the
5 sheriff had us address that, as did staff working
6 with Mr. Engberg, and that is that whatever type
7 of fence is there, the sheriff wants internal
8 cameras connected into their computer system so
9 whoever is in public safety or KenCom can always
10 see inside the facility, and the gate would be a
11 Knox box type gate that all emergency responders,
12 police, fire and EDP would have the ability to
13 get right in without calling GRNE or anybody. So
14 if there were children trespassing or anything,
15 they would be known with the cameras right away.

16 The one issue that we can't give a
17 final answer on from our side -- and we will do
18 whatever the government authorities work out and
19 tell us to do at the end of the day -- and that
20 is we have committed to the solid opaque fence to
21 the back, to the residential, which makes good
22 sense.

23 The sheriff has given us a letter
24 that he would like to not see a solid fence on

1 the east, north and west side because of public
2 security reasons, and that goes way back to
3 Sheriff Randall who didn't like the place getting
4 too big, not just because of the possibility of
5 prisoners escaping, but also some bad attributes
6 we're seeing these days in society.

7 If the city at the end of the day
8 passes a special use ordinance and says do a
9 solid fence, we do a solid fence. We don't argue
10 that at all.

11 Besides the young lady who testified
12 on behalf of the dialysis center, we did get
13 written contact, as I believe the city did, from
14 Copley, and Copley asked -- much the same as the
15 dialysis center, asked if we could beef up the
16 landscaping on the west side and they would
17 prefer a solid rather than a chain link fence;
18 otherwise they are fine with the project.

19 They didn't know the history about
20 the trees and wondered if they could be
21 preserved; when we explained what was going on,
22 they said no, we understand that now.

23 Those I think are the non-technical
24 ones I can respond to, and I will be quiet and

1 let Eric talk.

2 MR. MARCUM: It sounds as though the
3 concerns from the dialysis people, and the HOA
4 lady didn't say, but the construction, that's
5 when they're going have the -- the dialysis
6 people are going to have the biggest problem.

7 With all the lumberjacks going in
8 there taking these trees out, and also the
9 grading, how long is this going to take to build
10 do we anticipate?

11 MR. KRAMER: I will let Eric respond
12 because he's actually done some.

13 MR. MARCUM: Okay, let's try another
14 one.

15 MR. KRAMER: Sure.

16 MR. MARCUM: You also -- You and I have
17 had lots of conversations over the years, nothing
18 ever related to science.

19 MR. KRAMER: This is true.

20 MR. MARCUM: So you say it's going to be
21 structured so that the water runoff will go to
22 this retention area to the north. Do we have
23 something evidencing that or is that just what we
24 hope?

1 MR. KRAMER: Well, that again was the
2 original county engineering plan when they got
3 the courthouse and the public -- or public health
4 department building built.

5 There is a huge wetland pond in
6 front of public health, and this one is a smaller
7 pond and, again, they are designed -- they've got
8 wetland plants in them. The whole idea is to
9 infiltrate on-site and not have stormwater
10 runoff.

11 Now, what will have to happen before
12 the city would actually issue a building permit
13 is the petitioner's engineer has to do an updated
14 study giving flows on it, and it's a bit
15 difficult on this one because back again 30 years
16 ago the engineers simply always did bold
17 detentions. You had this Metropolitan Sanitary
18 District software program, you pumped in how many
19 acres you had, what the density was going to be,
20 and it told you how many acre feet of water.

21 Now they've gone to something -- and
22 the city's reviewing engineer is a huge proponent
23 of it -- called BMP's or best management
24 practices, and that's what this pond is. It's a

1 naturalized area and they size it using somewhat
2 the old methods, but they've got to make
3 allowances because of the infiltration on-site,
4 and yes, there will be actual calculations.

5 MR. MARCUM: Okay. Thank you.

6 MR. KRAMER: Thanks.

7 MR. PETERMAN: Thanks for the question.

8 Regarding the timeline, so we try to be as
9 efficient as possible, and even with our crews,
10 we don't want our crews, you know, on-site more
11 than they have to be, so we do a lot of planning
12 and pre-work on the front end of the project
13 before we ever show up to the site.

14 In terms of actual construction on
15 the site, anticipated duration for this size
16 project would be in the two to three-month range,
17 so minimal disturbance, between two and three
18 months, is all it would take to get the product
19 in place, and then it would be undisturbed after
20 that time.

21 MR. MARCUM: Are you familiar with any
22 of the studies that she's cited about the --

23 CHAIRMAN HARKER: Disposal?

24 MR. MARCUM: -- toxic --

1 CHAIRMAN HARKER: Toxic, yeah.

2 MR. MARCUM: And disposal of the units,
3 are you familiar with any of those?

4 MR. PETERMAN: I haven't seen any of the
5 sources or seen any of the citations that were
6 discussed.

7 What I know is the studies that I
8 have presented that have been shown as fact that
9 I have found both from the specific manufacturers
10 of the products and from independent third
11 parties like the governmental agencies and the
12 non-profits that do the environmental watchdog
13 activities, everything that they have put out and
14 presented has been favorable in terms of health
15 or any type of risk or environmental factors
16 related to solar.

17 There is a couple studies that we
18 have, so we have a couple questions on the back
19 side of this, and I think Jason has this -- and
20 I'll also make this one available, it's a little
21 bit different than the previous one, but all of
22 our -- everything that was in this presentation
23 is cited, so you have all the citations here from
24 the different parties.

1 One of the ones -- let's see if I
2 left it -- yeah, back here, so there is -- there
3 is three different sources that specifically
4 discuss the EMF, the electromagnetic field or
5 electromagnetic force. I've highlighted a couple
6 in here.

7 This was a report that was put out
8 by the North Carolina -- it's by North Carolina
9 State University, and the North Carolina Clean
10 Energy Technology report.

11 I think the line here that shows --
12 this was actually a report that went in front of
13 the Congress, and the key line that's shown here
14 is: The conclusion of the committee is that the
15 current body of evidence does not show that
16 exposure to these fields presents any human
17 health hazard. So that's one source.

18 The second source, from the
19 Massachusetts Clean Energy Center, talks about
20 the different recommended levels of the EMF, they
21 say once you get to 833 milliGauss, that's kind
22 of the level, anything above that is when it
23 starts to become concerning, is 833.

24 The level for the solar field beyond

1 50 feet is less than 0.2, so 833 is the level
2 that it becomes concerning, and the report says
3 that there's been studies that show for solar
4 fields that it's less than 0.2.

5 Now, EMF is in this room right now.
6 It's from your laptop in front of Krysti, it's
7 from the cellphones we have in our pockets.
8 There is EMF everywhere. And what the study is
9 trying to say, that solar field -- if you are
10 standing next to the inverter, you will
11 experience some of the EMF that's given off from
12 the inverter. When you get beyond 25, 50 feet,
13 you won't experience anything from the EMF given
14 off by that inverter. That's what's put out by
15 the support.

16 CHAIRMAN HARKER: She also brought up
17 like the disposal after the -- What is the life
18 expectancy of the solar field?

19 MR. PETERMAN: So the solar panels are
20 warranted by the manufacturer to operate for at
21 least 25 years.

22 CHAIRMAN HARKER: Okay.

23 MR. PETERMAN: So this solar panel right
24 here is going to produce energy for at least

1 25 years. Most studies show that it will go
2 beyond 30. The only reason that you would take
3 it out is if you wanted to upgrade or do
4 something different with the property.

5 There are agencies that take damaged
6 solar panels for research, and we have donated
7 some of those to different area universities, but
8 yeah, in terms of the manufacturer, in terms of
9 the third-party organizations, that's what I know
10 to be fact from the studies that we have done.

11 VICE-CHAIRMAN OLSON: Are there SVS
12 sheets for solar panels?

13 MR. PETERMAN: Yes, sir. Data sheets?

14 VICE-CHAIRMAN OLSON: Does it say there
15 is anything harmful from them?

16 MR. PETERMAN: The data sheets I believe
17 were in the initial packet we presented for the
18 original petition; if not, I can get them.

19 MR. MARCUM: How long is the leasehold
20 agreement with the county?

21 MR. PETERMAN: 25 years.

22 MR. MARCUM: Megan. That's all I can
23 recall; the last name was too complicated.

24 MS. FANTHORPE: That's okay.

1 MR. MARCUM: These prior HOA meetings
2 you talked about, was the information about some
3 studies he is citing made available to you?

4 MS. FANTHORPE: I only received the
5 original Power Point with his information after I
6 emailed him today. I have a full-time job, so
7 unfortunately I didn't have time to read all this
8 information, but I have asked for them since the
9 first meeting when we were -- I don't recall when
10 the first meeting was called, but when we asked
11 for any information that they could provide to
12 show us that there are studies that show this is
13 safe for now and the long-term, and I can go back
14 and read these, but I did send an email
15 requesting that from the day that we had that
16 meeting, that we would get 60 days to take the
17 time to read it and we didn't get a response back
18 whether we were going to get the 60 days, so we
19 are here, it's not been voted on yet.

20 I would like more time to research
21 it; quite honestly I would like more time for
22 experts to research it, because again, it's a
23 safety thing for our neighborhoods and families
24 and kids.

1 This is 85 feet from our houses, so
2 I don't think that's something that anybody
3 should be passing without having beyond a
4 reasonable doubt that it's 100 percent safe now,
5 future, forever for the life span of these being
6 here.

7 If the studies aren't out there
8 because they just haven't had it out there long
9 enough, I don't think you can ask us to take that
10 risk. I don't think you would take that risk for
11 your family members.

12 MR. MARCUM: How about the studies that
13 you have referenced, have you made those
14 citations available to them?

15 MS. FANTHORPE: I have copies available,
16 I will be happy to email to every one of them.

17 CHAIRMAN HARKER: But the data that
18 you're showing, Eric, you're saying that there is
19 no --

20 MR. PETERMAN: Yeah.

21 CHAIRMAN HARKER: -- compelling issues?

22 MR. PETERMAN: We provided multiple
23 sources, as I said, there was presentation to
24 Congress for the United States of America, there

1 was the Massachusetts Clean Energy, North
2 Carolina State University, the manufacturer of
3 the products themselves, all of those have been
4 made available and they are in the packet.

5 This was an excerpt that actually I
6 think Jason put together, somebody from staff,
7 the average feet here, so from the property line
8 is about 75 to 80 feet, but distance from the
9 panel to any home, average distance is 160 feet,
10 and that's from the edge of the solar array.

11 As you recall, we moved the
12 inverters and the motors even further, so as a
13 conservative estimate, it's at least 300 feet.
14 From any home that's currently existing, probably
15 a more realistic expectation is 400 or better.

16 MS. FANTHORPE: We did ask they meter
17 test, they can do what it emits outside of it,
18 we're talking about the interior components, that
19 they can see what the EMF's are currently at the
20 border lines of our yard, and we asked that they
21 do before and after, and they have not raised
22 that at all, so that we don't have to worry about
23 that component, whether that means they need to
24 move the inverters further, you know, all the way

1 to the north side, or have less of them, you
2 know, whatever they need to do to make sure that
3 that number doesn't raise at all our borders,
4 that would be appreciated, or add more trees or
5 buffer.

6 With the interior components, I
7 guess that's just a matter of whose research is
8 accurate. My understanding is they use toxic
9 chemicals to make the cells, and again, I
10 understand when they're in an encapsulated form,
11 they're safe, but so is asbestos until it's
12 disturbed, and there is all type of weather
13 components, or a fire, if there are mechanicals
14 involved, so if something malfunctions, set on
15 fire, that could expose them, so I still think
16 there needs to be some kind type of biohazard
17 cleanup plan.

18 And, you know, too, they said there
19 would be security there in case kids get in, but
20 how fast you are going to reasonably -- unless
21 you have an on-site security person that's there
22 right then, how fast are you going to get there
23 that a kid is not going to be injured or killed
24 by the electrical components of the solar field

1 before they can get there?

2 CHAIRMAN HARKER: That's pretty close to
3 the police or the -- really close. You couldn't
4 get any closer to the sheriff's department.

5 MS. FANTHORPE: It only takes a couple
6 seconds to get electrocuted and killed.

7 MR. PETERMAN: To that topic, in terms
8 of safety, obviously we have discussed the fence
9 and the locks and all that.

10 Even if there were no fence and you
11 were able to be touch it, as I mentioned, there
12 is a solar panel here, you can touch it, you can
13 feel it.

14 I am going to flip it around to the
15 back side so you can see on the back. These are
16 the wires that transmit the energy. There is a
17 plastic head on each end, it's a plug and play,
18 so it's a male and a female.

19 Those are -- they click together
20 with the solar panel next to it, so you
21 physically cannot get electrocuted. I can hold
22 this while it's operating, there is no way,
23 unless you were to physically cut it or damage
24 it, but all of this is manufactured to be secure

1 through the weather elements, so there is no way
2 that these are going to come apart, they are all
3 secure, tightened, and they are plug and play,
4 male and female, snap together. They are called
5 NC 4's, which is a multi-contact, so
6 multi-contact to keep it secure.

7 CHAIRMAN HARKER: If a kid broke in
8 there with a set of bolt cutters or whatever,
9 laid under it and, you know, cut one of those,
10 would he get electrocuted or just shocked really
11 good?

12 MR. PETERMAN: You only get electrocuted
13 if you touched the two ends of the terminals
14 together with a portion of your body --

15 CHAIRMAN HARKER: Okay.

16 MR. PETERMAN: -- which you would have
17 to cut each one of these, touch them together and
18 touch a portion of your body together, and there
19 is regulations from the National Electric Code
20 that say you can't go beyond certain voltages
21 which are unsafe.

22 So each one of these creates about
23 40 volts; you can only string so many together
24 because they sum until you get to a voltage

1 that's unsafe.

2 So that's covered by the National
3 Electric Code, which we have to be mandated by,
4 so if they were to get in here and they were to
5 get shocked, it would hurt, but it wouldn't do
6 more damage than that.

7 CHAIRMAN HARKER: Okay.

8 MR. MARCUM: I am very possibly the
9 least scientific person you've ever come across,
10 and if this lady is right, if there is stuff in
11 made -- if there is stuff in there that's toxic,
12 some miscreant comes in there and thinks it's
13 going to be fun to smash all these, is there some
14 sort of danger then? I mean, what is the toxic
15 component, or is there a toxic component?

16 MR. PETERMAN: Yeah. Yeah. As I
17 mentioned, and with the studies, these are all
18 metalloids, so it's silicon, ingot. They are all
19 non-toxic from the studies we've seen.

20 So even if they were to smash -- You
21 know, when we first met there was concerns of
22 liquid running out or chemicals being released
23 into the ground or into the air. These are all
24 metalloids that are in the air, so we've had

1 broken ones before.

2 Like I said, we donate those broken
3 ones to local universities for research and
4 study. We've never had any issues and the
5 studies show there has never been any health
6 issues with the materials.

7 CHAIRMAN HARKER: Okay.

8 MR. MARCUM: Another point she brought
9 up was if you got these security cameras, what
10 about the privacy of the neighbors.

11 Are these going to be set up so that
12 they're not pointing towards these people's
13 homes?

14 MR. PETERMAN: I don't think the sheriff
15 is interested in policing the backyards; it's
16 going to be focused on the solar array and the
17 area that's there. That's the intention for the
18 security cameras.

19 MR. MARCUM: Anybody here from the
20 sheriff's office by any chance?

21 MR. KRAMER: No, but I was the one --
22 again, Dan Kramer, for the record -- that dealt
23 with the sheriff's department. They want the
24 cameras inward on the inside of the fence. They

1 are not so worried about the outside.

2 MR. MARCUM: Okay. Why did the
3 sheriff's office just -- I mean, they had no
4 problem with the southerly fence. Why did they
5 want the rest of it open? I mean, especially
6 going to the west so the dialysis people don't
7 have to look at this.

8 MR. KRAMER: They literally -- again,
9 like I said, the position had gone back there to
10 Richard Randall, our multi-term sheriff, he
11 wanted that whole campus open so that from the
12 second floor of the KenCom center that you got a
13 visual view out those windows of the whole thing.

14 Well, obviously you don't with the
15 trees now because they've grown up massively and
16 they are extremely thick.

17 Current sheriff again has followed
18 that policy and would like it as open as possible
19 and is frankly happy the trees are going, so that
20 they do have visibility.

21 And as I said, the petitioner has no
22 quarrel; whatever the city passes as the
23 resolution, if they said solid fence we are happy
24 to do it. Done.

1 We just were put in a position that
2 one body told us to do one thing and another told
3 us another.

4 MR. MARCUM: Right. And I think there
5 is an ugly issue.

6 MR. KRAMER: Not quarreling.

7 MR. MARCUM: And build that wall.

8 MR. KRAMER: Yeah. So if they say --
9 again, the height has been agreed upon so that
10 when the panels are totally extended the fence
11 would cover.

12 Now, if you're in a three-story
13 building, you'd still be able to look down, no
14 question, but again, if the ultimate
15 recommendation is the solid fence, like I said,
16 we're going to comply. We have no objection.

17 CHAIRMAN HARKER: Excellent. Thank you.

18 MR. KRAMER: Thank you.

19 CHAIRMAN HARKER: Okay.

20 CHRIS CHILDRESS,
21 having been first duly sworn, testified from the
22 podium as follows:

23 MR. CHILDRESS: Hi. Chris Childress
24 from Progressive Energy Group. I think there are

1 a couple built in here. I think maybe we need to
2 understand the process that one -- that back up
3 actually to the solar field, and where we'll be
4 that have an opinion.

5 I don't think that -- we knew I
6 think -- I don't want to speak for them, but I
7 think not having done this before there was one
8 of the people that there -- you might want to
9 hear from them.

10 CHAIRMAN HARKER: Okay. Anybody else
11 want to come up?

12 MR. OLSZEWSKI: I will come up.

13 CHAIRMAN HARKER: Did you get sworn in?

14 MR. OLSZEWSKI: No, I did not.

15 CHAIRMAN HARKER: Anybody else that
16 wants to come up and we can swear everybody in at
17 the same time now? All good? Okay. Awesome.

18 (Witnesses sworn.)

19 CHAIRMAN HARKER: All right. Thank you.

20 MICHAEL OLSZEWSKI,
21 having been first duly sworn, testified from the
22 podium as follows:

23 MR. OLSZEWSKI: I back -- that's my back
24 yard where this is proposed.

1 CHAIRMAN HARKER: State your name again,
2 please.

3 MR. OLSZEWSKI: Michael Olszewski.

4 CHAIRMAN HARKER: Michael.

5 MR. OLSZEWSKI: Would you like me to
6 spell it?

7 THE COURT REPORTER: Sure, go ahead.

8 MR. OLSZEWSKI: O-L-S-Z-E-W-S-K-I.
9 That's my backyard. My house backs up right to
10 it.

11 I enjoy the trees, I enjoy
12 everything right now, but if I'm going to have
13 something put back there, I'd rather see trees
14 and a fence than possibly a building, possibly --
15 and I know it's all talk and hearsay -- a jail
16 extension, I don't want to see that. I'm going
17 with the lesser of the two to three evils.

18 There will always be a problem with
19 drainage, whether it be solar panel fields or
20 building, so that problem will always be there.

21 I trust enough about the health
22 issues, solar panels have been around for a
23 while, never heard a whole lot about it, never
24 heard a lot of bad about it.

1 But if something is going to be put
2 back there -- and something will be put back
3 there -- it might as well be something that helps
4 the environment a little, not so much damage to
5 the properties.

6 There's going to be grass, fences,
7 shrubs, trees. I don't think we'll get that with
8 a building, I really don't, and I don't want to
9 see -- I'm going to be honest, if they want to
10 put a building up there, I'll probably cut my
11 losses and move.

12 I don't want to see it. Me and my
13 girlfriend stood in my sunroom today and looked
14 and I'm like what do you vote for, building or
15 fences and trees? I'm going fences and trees.
16 Just my opinion though. Thank you.

17 CHAIRMAN HARKER: Thanks. Appreciate
18 it.

19 BEN KILGORE,
20 having been first duly sworn, testified from the
21 podium as follows:

22 MR. KILGORE: Ben Kilgore, directly next
23 door to Mike. Kind of have the same opinion. I
24 don't -- personally I don't want either; I'd love

1 to see the trees to stay there. Obviously they
2 weren't intended to stay there. If something has
3 to go in, again, I'm kind of with Mike on this
4 one.

5 I don't know how much the
6 association talked to the community on some of
7 the decisions and the letters that were sent. I
8 wish a little bit more would have been done.

9 I'm not standing up to become
10 anybody's enemy by any chance, but again, same
11 thing Mike said, if you trust the company to know
12 their research -- I mean, I always say it to
13 myself, you wake up every morning, cancer is all
14 around you, not going to lie, you burn candles.
15 I mean, I work on brakes, I do mechanic work.
16 It's all on that. I have a kid, Mike's got a
17 kid. I mean, it's -- I don't know. That's
18 pretty much all I got.

19 CHAIRMAN HARKER: Thank you.

20 MS. GOINS: Thank you.

21 CHAIRMAN HARKER: Would anybody else
22 like to speak at tonight's public hearing before
23 we close it out?

24 MS. MILAM: Can I just ask a question?

1 CHAIRMAN HARKER: Sure.

2 DEB MILAM,
3 having been first duly sworn, testified from the
4 podium as follows:

5 MS. MILAM: All right. I was interested
6 in the health studies that you cited. What was
7 the length of these studies? How long did they
8 study? How do you determine it's not a health
9 risk?

10 CHAIRMAN HARKER: And, ma'am, what was
11 your name ?

12 MS. MILAM: Deb Milam.

13 MR. PETERMAN: I'd be happy to
14 provide -- like I said, I'll make it for public
15 record available and you can view all the studies
16 yourselves.

17 There is multiple sources with
18 varying lengths of what it is. How to determine
19 or how to correlate a health concern with the
20 solar field, they do analysis of the materials,
21 they do analysis of anything that is emitted from
22 the solar array, all of that, and many more
23 variables taken into account, so the multiple
24 studies that are in the report, I'll be happy to

1 share those with you and you are welcome to look
2 through them as well. There are varying lengths
3 of the different studies.

4 One thing I'll say also. It sounds
5 like that topic has come up with a little bit.
6 As we've shown earlier, the EPA, the
7 Environmental Protection Agency, has a solar
8 field on their campus.

9 I don't think that they would do
10 that if they believed that there was any harm or
11 health concerns or anything like that related to
12 solar. Field very similar to the size that's
13 proposed here, so that's located in New Jersey on
14 the EPA's campus.

15 CHAIRMAN HARKER: Awesome, thank you.
16 All right.

17 Since all the public testimony
18 regarding this petition has been taken, may I get
19 a motion to close the taking of testimony within
20 this public hearing?

21 MR. MARCUM: So moved.

22 MS. HORAZ: Second.

23 CHAIRMAN HARKER: Okay. Thank you.

24 MS. NOBLE: Roll call.

1 CHAIRMAN HARKER: Can I get a roll call
2 vote, please?

3 MS. YOUNG: Yes.

4 Olson.

5 VICE-CHAIRMAN OLSON: Yes.

6 MS. YOUNG: Goins.

7 MS. GOINS: Yes.

8 MS. YOUNG: Horaz.

9 MS. HORAZ: Yes.

10 MS. YOUNG: Marcum.

11 MR. MARCUM: Yes.

12 MS. YOUNG: Harker.

13 CHAIRMAN HARKER: Yes.

14 (Which were all the
15 proceedings had in the
16 public hearing portion
17 of the meeting.)

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1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF LASALLE)

4 I, Christine M. Vitosh, a Certified Shorthand
5 Reporter, do hereby certify that I transcribed
6 the proceedings had at the public hearing and
7 that the foregoing, Pages 1 through 75,
8 inclusive, is a true, correct and complete
9 computer-generated transcript of the proceedings
10 had at the time and place aforesaid.

11 I further certify that my certificate annexed
12 hereto applies to the original transcript and
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19 _____
20 Christine M. Vitosh, CSR
21 Illinois CSR No. 084-002883
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\$	400 [2] - 28:9, 60:15	activities [4] - 18:6, 18:21, 23:19, 54:13 activity [1] - 24:10 actual [2] - 53:4, 53:14 add [1] - 61:4 added [1] - 40:22 additional [2] - 3:10, 27:1 address [2] - 7:14, 49:5 aerial [1] - 31:21 aesthetic [1] - 44:21 affect [1] - 29:3 aforesaid [1] - 75:9 afterwards [1] - 41:9 agencies [2] - 54:11, 57:5 Agency [2] - 35:16, 73:7 agenda [1] - 3:9 ago [3] - 9:17, 12:19, 52:16 agree [1] - 41:11 agreed [1] - 67:9 agreement [1] - 57:20 agreements [1] - 36:24 ahead [2] - 38:2, 69:7 air [4] - 41:14, 42:2, 64:23, 64:24 Ajazi [1] - 8:2 aldermen [3] - 9:22, 9:24, 10:2 allowances [1] - 53:3 allowed [1] - 37:17 almost [1] - 20:18 ALSO [1] - 2:9 alternating [2] - 14:15, 14:18 Alternating [1] - 14:16 aluminum [2] - 15:11, 16:2 America [1] - 59:24 amount [1] - 20:1 analysis [3] - 28:13, 72:20, 72:21 anatomy [1] - 29:10 AND [1] - 1:10 angle [1] - 21:20 angles [2] - 21:20, 21:23 animal [1] - 8:17 annexed [1] - 75:10 answer [3] - 7:18, 25:4, 49:17 answers [1] - 28:22 anticipate [2] - 48:21, 51:10 anticipated [1] - 53:15	apart [1] - 63:2 apologize [2] - 12:6, 12:17 appealing [1] - 35:6 applicant [1] - 9:13 application [6] - 6:20, 11:1, 11:5, 13:10, 35:14, 35:24 applies [1] - 75:11 apply [1] - 34:24 appreciate [2] - 36:1, 70:17 appreciated [1] - 61:4 approval [4] - 6:22, 35:13, 35:23, 37:6 approved [2] - 34:23, 35:19 area [16] - 18:7, 24:19, 28:12, 33:11, 33:12, 42:15, 42:18, 44:23, 45:2, 45:9, 46:1, 46:22, 51:22, 53:1, 57:7, 65:17 areas [3] - 12:9, 15:8, 45:24 argue [1] - 50:9 Arlington [1] - 12:20 array [11] - 9:9, 12:11, 18:4, 23:18, 24:22, 28:2, 28:4, 32:21, 60:10, 65:16, 72:22 arrays [1] - 33:17 asbestos [2] - 42:2, 61:11 aspects [1] - 10:17 association [4] - 9:17, 43:9, 46:10, 71:6 assume [1] - 75:13 assuming [2] - 34:23, 35:12 attaches [1] - 20:17 attention [2] - 36:2, 36:6 attorney [1] - 7:12 attributes [1] - 50:5 audible [2] - 19:3, 23:3 audibly [1] - 22:21 audience [2] - 7:19, 8:12 authorities [1] - 49:18 available [8] - 23:14, 36:4, 54:20, 58:3, 59:14, 59:15, 60:4, 72:15 average [2] - 60:7, 60:9 awarded [1] - 32:3 aware [1] - 43:16 awesome [3] - 37:16, 68:17, 73:15	axis [1] - 17:3
\$1.26 [1] - 44:4	5		B	
0	5,000 [1] - 44:8 50 [5] - 18:10, 18:13, 19:8, 56:1, 56:12 50-acre [1] - 8:13		background [4] - 13:17, 15:10, 22:12, 23:2 backs [1] - 69:9 backyard [1] - 69:9 backyards [2] - 44:17, 65:15 bad [2] - 50:5, 69:24 barely [1] - 14:11 Barksdale [1] - 2:10 Barksdale-Noble [1] - 2:10 base [2] - 18:5, 18:19 baseball [1] - 41:22 based [3] - 24:21, 44:16, 45:1 baseline [1] - 14:2 basin [3] - 42:24, 43:3, 45:23 basis [1] - 43:10 beam [1] - 20:16 became [1] - 41:24 become [2] - 55:23, 71:9 becomes [3] - 14:18, 18:15, 56:2 Beecher [1] - 7:4 beef [1] - 50:15 beforehand [1] - 41:17 beginning [1] - 17:4 behalf [4] - 7:23, 8:7, 36:17, 50:12 behind [4] - 8:18, 8:19, 13:10, 16:12 behind-the-meter [1] - 13:10 BEN [1] - 70:19 Ben [1] - 70:22 beneath [1] - 16:5 berm [1] - 49:2 bermage [1] - 39:7 best [1] - 52:23 better [3] - 26:5, 26:9, 60:15 between [8] - 13:15, 19:8, 19:9, 25:22, 29:7, 30:1, 33:17, 53:17 beyond [6] - 45:13, 55:24, 56:12, 57:2, 59:3, 63:20 big [2] - 48:12, 50:4 bigger [1] - 9:4	
0.2 [2] - 56:1, 56:4 084-002883 [1] - 75:20	6			
1	60 [9] - 18:13, 21:5, 21:10, 21:12, 21:19, 22:15, 22:20, 58:16, 58:18 60-decibel [1] - 18:10 61 [1] - 21:19 6400 [1] - 7:1 68 [1] - 28:7			
1 [1] - 75:6 1.2 [1] - 22:5 1.5 [1] - 32:22 100 [1] - 59:4 1107A [1] - 7:14 11th [1] - 34:22 12th [1] - 3:20 14 [1] - 1:22 14th [1] - 3:19 15 [1] - 19:20 15-second [1] - 19:11 15th [1] - 35:14 160 [1] - 60:9	7			
2	7.4 [1] - 6:24 75 [2] - 60:8, 75:6 7:00 [1] - 1:23			
20 [3] - 43:15, 43:21, 43:24 200 [1] - 28:9 2012 [1] - 26:20 2018 [4] - 1:22, 3:19, 3:20, 75:17 2018-07 [2] - 6:3, 6:18 2018-18 [3] - 3:11, 3:14, 3:18 2019 [1] - 35:2 2028 [1] - 45:3 25 [5] - 22:23, 56:12, 56:21, 57:1, 57:21	8			
3	80 [1] - 60:8 800 [1] - 1:17 833 [3] - 55:21, 55:23, 56:1 85 [2] - 42:7, 59:1			
30 [4] - 18:8, 43:15, 52:15, 57:2 300 [5] - 24:24, 33:4, 43:1, 46:6, 60:13 34 [1] - 45:7 3rd [1] - 75:17	A			
4	A.D [1] - 75:17 ability [1] - 49:12 able [8] - 13:7, 25:20, 33:10, 41:2, 62:11, 67:13 absolutely [2] - 37:19, 47:3 absorption [1] - 48:19 abundant [1] - 16:12 accessory [1] - 8:10 account [2] - 9:10, 72:23 accuracy [1] - 75:14 accurate [2] - 41:19, 61:8 achieve [1] - 17:10 acre [1] - 52:20 acres [2] - 6:24, 52:19 Act [2] - 10:1, 10:7 actions [1] - 32:13			
4 [1] - 33:20 4's [1] - 63:5 40 [3] - 19:8, 21:8, 63:23				

biggest [1] - 51:6 bill [1] - 15:3 biohazard [2] - 42:4, 61:16 bit [10] - 8:5, 13:16, 27:4, 39:6, 44:14, 47:9, 52:14, 54:21, 71:8, 73:5 black [2] - 16:22, 25:13 Blackberry [4] - 13:22, 40:16, 46:2, 46:4 blocked [1] - 45:8 blocking [1] - 45:5 blocks [1] - 17:24 blue [1] - 24:18 bluegrass [1] - 48:16 BMP's [1] - 52:23 board [3] - 9:16, 10:4, 16:16 Board [2] - 36:17, 36:23 body [4] - 55:15, 63:14, 63:18, 67:2 bold [1] - 52:16 bolt [1] - 63:8 border [1] - 60:20 borders [1] - 61:3 born [3] - 12:19, 13:19, 32:7 bought [1] - 48:4 box [6] - 14:11, 15:17, 17:17, 17:20, 24:18, 49:11 brain [1] - 23:23 brains [3] - 14:13, 15:18, 21:3 brakes [1] - 71:15 break [1] - 12:10 breakdown [1] - 15:22 Bridge [1] - 7:14 broke [2] - 44:4, 63:7 broken [2] - 65:1, 65:2 brought [5] - 27:12, 29:1, 37:5, 56:16, 65:8 budget [2] - 34:3, 43:8 buffer [1] - 61:5 build [5] - 26:21, 30:22, 47:24, 51:9, 67:7 build-out [2] - 26:21, 47:24 building [11] - 8:16, 9:1, 48:1, 52:4, 52:12, 67:13, 69:14, 69:20, 70:8, 70:10, 70:14 buildings [3] - 8:20, 27:1, 45:7	built [5] - 8:18, 9:1, 30:11, 52:4, 68:1 bulbs [1] - 24:8 burn [1] - 71:14 buy [1] - 48:9 byproduct [1] - 43:16 C calculated [2] - 18:8, 19:7 calculations [1] - 53:4 cameras [6] - 44:17, 49:8, 49:15, 65:9, 65:18, 65:24 Campus [1] - 7:5 campus [10] - 8:13, 8:14, 8:21, 30:10, 32:21, 32:22, 47:21, 66:11, 73:8, 73:14 cancer [2] - 43:22, 71:13 cancers [1] - 43:17 candles [1] - 71:14 cannot [2] - 41:6, 62:21 capacitors [1] - 18:1 capital [1] - 33:22 Capital [1] - 26:19 capture [1] - 29:15 car [1] - 18:17 careful [1] - 9:24 Carolina [4] - 55:8, 55:9, 60:2 case [1] - 61:19 categories [1] - 27:24 categorized [1] - 24:13 category [2] - 24:5, 24:9 cell [2] - 16:8, 16:17 cellphone [2] - 24:4, 24:16 cellphones [1] - 56:7 cells [3] - 16:4, 16:15, 61:9 Center [2] - 38:8, 55:19 center [7] - 20:7, 24:22, 25:1, 26:21, 50:12, 50:15, 66:12 century [1] - 9:6 certain [1] - 63:20 certificate [1] - 75:10 certification [1] - 75:16 Certified [1] - 75:3 certified [1] - 75:12 certify [2] - 75:4, 75:10	75:10 chain [3] - 18:18, 44:19, 50:17 Chairman [2] - 2:2, 2:3 CHAIRMAN [67] - 3:4, 4:2, 4:4, 4:11, 4:15, 5:13, 5:24, 6:6, 6:11, 6:17, 21:10, 23:5, 25:6, 25:24, 26:10, 31:11, 35:18, 36:7, 37:12, 37:16, 37:19, 38:2, 39:10, 39:17, 39:20, 40:2, 40:6, 40:9, 40:11, 46:14, 46:21, 46:23, 47:1, 47:3, 47:5, 47:6, 53:23, 54:1, 56:16, 56:22, 57:11, 57:14, 59:17, 59:21, 62:2, 63:7, 63:15, 64:7, 65:7, 67:17, 67:19, 68:10, 68:13, 68:15, 68:19, 69:1, 69:4, 70:17, 71:19, 71:21, 72:1, 72:10, 73:15, 73:23, 74:1, 74:5, 74:13 chance [2] - 65:20, 71:10 change [2] - 3:5, 34:19 changing [1] - 11:8 characterized [1] - 18:11 check [1] - 16:24 chemicals [3] - 29:6, 61:9, 64:22 children [1] - 49:14 Childress [2] - 7:24, 67:23 CHILDRESS [2] - 67:20, 67:23 choose [1] - 13:7 CHRIS [1] - 67:20 Chris [2] - 7:24, 67:23 Christine [2] - 75:3, 75:20 citations [3] - 54:5, 54:23, 59:14 cited [3] - 53:22, 54:23, 72:6 citing [2] - 41:16, 58:3 CITY [1] - 1:6 city [11] - 9:8, 9:11, 9:21, 11:24, 25:8, 31:18, 47:23, 50:7, 50:13, 52:12, 66:22 City [2] - 6:20, 10:14 city's [1] - 52:22	clarification [3] - 12:5, 19:19, 27:5 class [1] - 30:6 Clean [3] - 55:9, 55:19, 60:1 cleanup [2] - 42:4, 61:17 clear [1] - 36:1 clearly [1] - 5:2 click [1] - 62:19 close [7] - 22:7, 28:17, 42:8, 62:2, 62:3, 71:23, 73:19 closer [1] - 62:4 Club [1] - 32:17 Code [2] - 63:19, 64:3 color [1] - 26:8 ComEd [2] - 15:1, 15:4 coming [3] - 32:5, 37:5, 38:21 comment [1] - 10:12 comments [1] - 10:10 Commission [4] - 3:7, 3:20, 3:21, 10:13 COMMISSION [1] - 1:10 commission [1] - 4:20 Commissioner [1] - 36:16 committed [1] - 49:20 committee [1] - 55:14 communication [1] - 13:23 community [4] - 8:12, 8:23, 13:6, 71:6 Community [1] - 2:10 company [3] - 12:19, 12:21, 71:11 comparable [1] - 20:2 compelling [1] - 59:21 complete [1] - 75:7 complicated [1] - 57:23 comply [1] - 67:16 component [3] - 60:23, 64:15 components [7] - 41:4, 41:13, 42:12, 60:18, 61:6, 61:13, 61:24 computer [7] - 14:18, 17:18, 22:11, 22:17, 24:16, 49:8, 75:8 computer-generated [1] - 75:8 concern [3] - 30:2, 42:6, 72:19 concerned [1] - 38:22 concerning [2] - 55:23, 56:2	concerns [11] - 24:21, 27:11, 30:20, 30:21, 33:17, 42:14, 44:10, 45:11, 51:3, 64:21, 73:11 concluded [1] - 28:14 conclusion [1] - 55:14 condemned [1] - 48:6 conditions [2] - 29:8, 30:2 conflicting [1] - 40:19 Congress [2] - 55:13, 59:24 connected [1] - 49:8 connection [2] - 29:7, 33:16 conservative [1] - 60:13 consideration [1] - 10:12 considered [1] - 23:24 consisting [1] - 7:1 construction [3] - 38:19, 51:4, 53:14 consultant [1] - 8:1 contact [3] - 50:13, 63:5, 63:6 contain [1] - 29:5 continue [1] - 24:6 control [3] - 8:18, 28:1, 75:15 conversation [2] - 18:12, 21:6 conversations [1] - 51:17 converts [1] - 14:14 cool [1] - 17:19 copies [3] - 59:15, 75:12, 75:14 Copley [2] - 50:14 corner [1] - 7:4 Corporation [2] - 30:10, 31:22 correct [4] - 20:8, 31:16, 35:20, 75:7 correctional [1] - 26:22 correlate [1] - 72:19 costly [1] - 43:10 costs [2] - 33:22, 43:7 Council [2] - 10:15, 34:22 county [11] - 8:1, 8:7, 8:11, 9:6, 10:2, 10:4, 47:21, 48:4, 48:23, 52:2, 57:20 County [17] - 6:21, 7:5, 8:22, 8:24, 13:13, 26:14, 26:19,
---	---	--	---	--

31:3, 34:3, 36:16, 36:17, 36:23, 37:10, 44:5, 44:23, 48:4 COUNTY [1] - 75:2 County's [1] - 13:11 couple [9] - 12:9, 23:8, 27:23, 31:9, 54:17, 54:18, 55:5, 62:5, 68:1 course [1] - 33:21 court [1] - 8:3 COURT [1] - 69:7 Courthouse [1] - 8:24 courthouse [3] - 9:5, 9:18, 52:3 cover [2] - 12:10, 67:11 covered [3] - 28:23, 29:9, 64:2 create [3] - 14:8, 15:16, 29:12 created [4] - 14:9, 15:3, 18:4, 34:4 creates [1] - 63:22 creating [1] - 19:1 credit [2] - 15:2, 15:4 Creek [3] - 30:9, 31:22, 46:5 crews [2] - 53:9, 53:10 CSR [2] - 75:20, 75:20 current [7] - 14:10, 14:15, 14:16, 14:18, 55:15, 66:17 curriculum [2] - 30:12, 30:23 cut [4] - 62:23, 63:9, 63:17, 70:10 cutters [1] - 63:8	DEB [1] - 72:2 deb [1] - 72:12 Deborah [1] - 2:4 December [2] - 3:20, 75:17 decibel [6] - 18:14, 18:20, 19:7, 21:2, 21:18, 22:20 decibels [9] - 18:6, 18:8, 18:23, 19:8, 21:6, 21:10, 21:12, 21:19, 22:15 decide [1] - 39:4 decided [1] - 34:16 decides [1] - 34:21 decisions [1] - 71:7 deconstructed [1] - 15:23 deep [1] - 48:16 defer [1] - 23:8 definitely [1] - 32:9 density [1] - 52:19 Department [2] - 8:22, 32:17 department [5] - 8:17, 8:19, 52:4, 62:4, 65:23 Deputy [1] - 2:3 described [1] - 18:8 describes [1] - 25:10 design [2] - 13:21, 20:5 designated [1] - 8:14 designed [5] - 24:21, 29:17, 30:13, 47:21, 52:7 detail [2] - 21:15, 25:10 detentions [1] - 52:17 determine [2] - 72:8, 72:18 developed [3] - 27:8, 27:16, 35:10 developers [1] - 35:6 Development [1] - 2:11 development [4] - 9:11, 12:24, 26:17, 35:7 developments [1] - 26:13 devices [4] - 23:20, 24:3, 24:8, 24:15 dialogue [2] - 11:15, 34:18 Dialysis [1] - 38:8 dialysis [6] - 38:13, 50:12, 50:15, 51:3, 51:5, 66:6 difference [1] - 13:15	different [13] - 12:9, 21:20, 21:22, 25:10, 30:14, 32:1, 54:21, 54:24, 55:3, 55:20, 57:4, 57:7, 73:3 difficult [1] - 52:15 direct [3] - 14:10, 14:15, 28:21 direction [1] - 75:15 directly [5] - 13:11, 14:6, 25:14, 27:16, 70:22 Director [1] - 2:11 discuss [1] - 55:4 discussed [5] - 33:10, 34:8, 35:11, 54:6, 62:8 discussing [2] - 26:21, 30:7 discussion [1] - 3:14 display [1] - 17:20 disposal [3] - 53:23, 54:2, 56:17 disposed [1] - 41:6 distance [3] - 28:5, 60:8, 60:9 distributes [1] - 35:16 District [2] - 7:3, 52:18 disturbance [1] - 53:17 disturbed [1] - 61:12 dollar [1] - 33:22 Donald [1] - 2:6 donate [1] - 65:2 donated [1] - 57:6 done [12] - 5:5, 10:23, 11:17, 12:15, 31:24, 40:17, 51:12, 57:10, 66:24, 68:7, 71:8 door [1] - 70:23 doors [1] - 42:7 double [2] - 16:3, 16:5 doubt [2] - 45:14, 59:4 down [10] - 20:7, 20:16, 24:22, 25:10, 28:16, 44:4, 44:8, 45:2, 48:11, 67:13 drain [1] - 46:4 drainage [7] - 42:19, 42:20, 47:19, 47:22, 47:23, 48:22, 69:19 drawings [1] - 26:8 drive [1] - 46:16 driven [1] - 13:21 due [1] - 10:12 dues [1] - 43:9 duly [9] - 7:9, 10:19, 36:13, 38:5, 40:13, 67:21, 68:21, 70:20, 72:3	duration [1] - 53:15 during [3] - 19:12, 19:15, 33:7	E	earn [1] - 32:9 earth [1] - 16:12 easily [1] - 41:7 east [5] - 17:5, 20:19, 29:19, 46:14, 50:1 east/west [1] - 25:14 economics [1] - 35:21 economy [1] - 48:11 EDC [1] - 34:14 edge [1] - 60:10 EDP [1] - 49:12 educate [1] - 30:22 effect [2] - 9:10, 33:12 effective [1] - 40:24 effects [1] - 43:24 efficient [2] - 17:9, 53:9 eight [2] - 12:19, 39:5 either [3] - 25:3, 26:23, 70:24 elderly [1] - 38:14 elected [1] - 37:8 Electric [2] - 63:19, 64:3 electrical [3] - 16:7, 42:12, 61:24 electrocuted [4] - 62:6, 62:21, 63:10, 63:12 electromagnetic [3] - 23:17, 55:4, 55:5 electronics [2] - 17:19, 21:4 electrons [1] - 14:8 element [2] - 16:12, 41:21 elementary [4] - 22:4, 30:6, 30:11, 30:24 elements [2] - 16:9, 63:1 elevation [1] - 26:1 email [2] - 58:14, 59:16 emailed [1] - 58:6 emergency [1] - 49:11 EMF [12] - 23:19, 24:12, 25:2, 29:24, 30:3, 33:9, 55:4, 55:20, 56:5, 56:8, 56:11, 56:13 EMF's [1] - 60:19 emits [1] - 60:17 emitted [2] - 33:9,	72:21 encapsulated [2] - 42:1, 61:10 enclosure [1] - 22:23 end [8] - 8:21, 10:11, 19:22, 42:17, 49:19, 50:7, 53:12, 62:17 ends [2] - 44:4, 63:13 enemy [1] - 71:10 Energy [5] - 32:17, 55:10, 55:19, 60:1, 67:24 energy [13] - 6:24, 8:1, 14:8, 14:9, 14:14, 15:3, 15:16, 16:7, 17:21, 34:4, 43:13, 56:24, 62:16 engaged [1] - 32:18 ENGBERG [4] - 10:21, 39:13, 45:18, 46:22 Engberg [2] - 2:12, 49:6 engine [1] - 18:18 engineer [4] - 12:18, 13:18, 52:13, 52:22 engineering [2] - 25:9, 52:2 engineers [1] - 52:16 enjoy [2] - 69:11 ensuring [1] - 31:6 entered [2] - 39:15, 45:20 entire [2] - 20:4, 20:23 environment [2] - 32:19, 70:4 Environmental [1] - 73:7 environmental [3] - 32:13, 54:12, 54:15 environmentally [1] - 36:20 EPA [3] - 32:16, 32:20, 73:6 EPA's [1] - 73:14 equipment [1] - 32:1 ERIC [1] - 10:18 Eric [11] - 6:19, 7:22, 12:17, 26:3, 47:2, 47:11, 47:16, 48:13, 51:1, 51:11, 59:18 errors [1] - 17:22 escaping [1] - 50:5 especially [1] - 66:5 essentially [2] - 27:22, 39:2 estimate [1] - 60:13 eventually [1] - 13:4 everyday [5] - 18:20, 23:19, 24:3, 24:15 everywhere [1] - 56:8
--	--	---	--	----------	---	--

<p>evidence [1] - 55:15 evidencing [1] - 51:23 evils [1] - 69:17 examined [1] - 40:13 Excellent [1] - 67:17 excerpt [1] - 60:5 excuse [1] - 23:22 exist [1] - 8:10 existing [1] - 60:14 expansion [2] - 26:23, 44:22 expectancy [1] - 56:18 expectation [1] - 60:15 experience [2] - 56:11, 56:13 experts [1] - 58:22 explain [2] - 14:1, 38:12 explained [1] - 50:21 expose [1] - 61:15 exposure [1] - 55:16 extended [1] - 67:10 extension [1] - 69:16 extremely [3] - 24:1, 24:14, 66:16 eyesore [1] - 44:21</p>	<p>36:9 favorable [1] - 54:14 feedback [1] - 24:21 feet [22] - 21:11, 21:13, 22:14, 22:19, 22:21, 22:23, 24:24, 28:7, 28:9, 33:4, 39:5, 42:7, 43:1, 46:6, 52:20, 56:1, 56:12, 59:1, 60:7, 60:8, 60:9, 60:13 female [2] - 62:18, 63:4 fence [21] - 25:15, 25:18, 25:20, 39:5, 44:12, 44:20, 49:2, 49:7, 49:20, 49:24, 50:9, 50:17, 62:8, 62:10, 65:24, 66:4, 66:23, 67:10, 67:15, 69:14 fenced [2] - 33:11, 33:12 fences [3] - 70:6, 70:15 fescue [1] - 48:15 fescue-type [1] - 48:15 few [2] - 12:6, 28:8 Field [1] - 73:12 field [25] - 23:12, 24:12, 25:3, 25:13, 27:3, 27:6, 27:15, 27:21, 28:5, 28:8, 29:2, 30:7, 30:15, 31:7, 33:14, 37:1, 38:10, 55:4, 55:24, 56:9, 56:18, 61:24, 68:3, 72:20, 73:8 fields [9] - 23:17, 27:20, 28:12, 29:8, 30:1, 31:9, 55:16, 56:4, 69:19 figure [2] - 41:18, 45:4 filed [1] - 6:19 final [2] - 28:14, 49:17 finally [2] - 32:11, 33:1 fine [1] - 50:18 fire [3] - 49:12, 61:13, 61:15 firm [1] - 25:9 first [16] - 5:17, 7:9, 8:16, 10:19, 14:22, 36:13, 38:5, 40:13, 48:5, 58:9, 58:10, 64:21, 67:21, 68:21, 70:20, 72:3 fiscal [1] - 26:19 fiscally [1] - 36:19 flat [1] - 42:18</p>	<p>Flavin [1] - 2:5 Flavin-Goins [1] - 2:5 flip [1] - 62:14 flooding [1] - 42:17 floor [1] - 66:12 flows [1] - 52:14 Flynn [1] - 7:24 focused [2] - 32:7, 65:16 folks [1] - 32:17 follow [1] - 5:20 followed [1] - 66:17 following [1] - 3:1 follows [9] - 7:10, 10:20, 36:14, 38:6, 40:14, 67:22, 68:22, 70:21, 72:4 foot [1] - 25:19 footprint [1] - 9:4 force [1] - 55:5 foregoing [1] - 75:6 forever [2] - 45:10, 59:5 form [2] - 42:1, 61:10 formal [1] - 39:24 forth [1] - 11:3 forward [5] - 35:13, 36:10, 37:4, 37:14, 42:23 four [3] - 21:20, 38:16, 48:17 frame [3] - 16:2, 16:22, 23:20 frankly [2] - 48:12, 66:19 free [3] - 6:23, 12:4, 12:6 free-standing [1] - 6:23 frequency [2] - 24:1, 24:14 front [6] - 17:20, 21:21, 52:6, 53:12, 55:12, 56:6 full [3] - 16:18, 16:23, 58:6 full-time [1] - 58:6 fun [1] - 64:13 functional [1] - 31:7 functions [1] - 8:10 fund [1] - 34:1 funds [1] - 35:10 future [3] - 42:22, 45:16, 59:5</p>	<p>gate [2] - 49:10, 49:11 generated [1] - 75:8 Geographic [1] - 32:16 girlfriend [1] - 70:13 gist [1] - 28:11 given [5] - 23:18, 47:23, 49:23, 56:11, 56:13 glare [3] - 29:12, 38:23, 38:24 glass [2] - 16:3, 16:5 Goins [4] - 2:5, 4:12, 6:12, 74:6 GOINS [6] - 4:1, 4:13, 6:4, 6:13, 71:20, 74:7 Google [1] - 46:5 Government [1] - 7:5 government [2] - 45:6, 49:18 governmental [1] - 54:11 grabbing [1] - 10:22 grading [1] - 51:9 grants [1] - 33:24 grass [4] - 31:13, 31:16, 48:15, 70:6 gravel [1] - 31:13 great [10] - 11:14, 11:17, 12:3, 13:23, 14:1, 25:7, 29:13, 30:19, 34:18 Greenpeace [1] - 32:16 grid [4] - 13:8, 15:1, 15:5, 25:23 GRNE [6] - 6:18, 7:16, 7:23, 33:15, 33:19, 49:13 ground [8] - 15:7, 15:11, 31:23, 31:24, 48:8, 48:19, 48:23, 64:23 Group [1] - 67:24 groups [1] - 33:19 growing [2] - 8:23, 48:7 grown [1] - 66:15 grows [1] - 9:6 GRYDER [2] - 36:12, 36:15 Gryder [1] - 36:16 guess [3] - 12:16, 22:7, 61:7 guinea [1] - 45:15 guts [1] - 17:24 guys [1] - 23:11</p>	<p>H</p> <p>hair [1] - 8:15 half [3] - 9:6, 22:8, 25:19 hand [4] - 5:8, 40:3, 75:13, 75:17 happy [5] - 59:16, 66:19, 66:23, 72:13, 72:24 Harker [5] - 2:2, 4:14, 6:16, 7:11, 74:12 HARKER [54] - 3:4, 4:2, 4:4, 4:15, 5:13, 5:24, 6:6, 6:17, 26:10, 36:7, 37:12, 37:16, 37:19, 38:2, 39:10, 39:17, 39:20, 40:2, 40:6, 40:9, 40:11, 46:14, 46:21, 46:23, 47:3, 47:6, 53:23, 54:1, 56:16, 56:22, 59:17, 59:21, 62:2, 63:7, 63:15, 64:7, 65:7, 67:17, 67:19, 68:10, 68:13, 68:15, 68:19, 69:1, 69:4, 70:17, 71:19, 71:21, 72:1, 72:10, 73:15, 73:23, 74:1, 74:13 harm [2] - 30:21, 73:10 harmful [4] - 16:14, 29:5, 29:9, 57:15 harvested [1] - 48:10 hazard [2] - 40:21, 55:17 hazards [2] - 41:15, 42:10 head [2] - 47:20, 62:17 Health [1] - 8:22 health [17] - 29:8, 30:2, 30:21, 33:17, 40:20, 41:15, 43:24, 52:3, 52:6, 54:14, 55:17, 65:5, 69:21, 72:6, 72:8, 72:19, 73:11 healthy [1] - 11:19 hear [9] - 7:21, 18:17, 22:15, 22:21, 22:24, 23:1, 23:2, 33:11, 68:9 heard [5] - 4:20, 4:24, 36:10, 69:23, 69:24 HEARING [1] - 1:11 hearing [17] - 3:3, 3:5, 3:12, 3:13, 3:18,</p>
<p>F</p> <p>face [2] - 17:5, 29:20 facility [4] - 8:18, 11:7, 26:22, 49:10 facing [1] - 29:19 fact [4] - 32:20, 35:9, 54:8, 57:10 factors [1] - 54:15 familiar [2] - 53:21, 54:3 families [1] - 58:23 family [1] - 59:11 fan [3] - 17:18, 22:16, 22:17 Fanthorp [1] - 40:8 FANTHORPE [19] - 37:17, 37:21, 39:19, 39:23, 40:8, 40:10, 40:12, 40:15, 45:21, 46:1, 46:9, 46:13, 46:16, 46:19, 57:24, 58:4, 59:15, 60:16, 62:5 Fanthorpe [1] - 40:10 far [5] - 8:21, 11:19, 22:1, 23:22, 40:23 farm [1] - 6:23 Farm [1] - 1:17 fast [2] - 61:20, 61:22 favor [3] - 4:22, 5:18,</p>	<p>F</p>	<p>G</p> <p>Game [1] - 1:17 garage [1] - 8:19</p>		

<p>3:23, 4:17, 5:7, 6:3, 18:12, 21:7, 34:21, 47:7, 71:22, 73:20, 74:16, 75:5</p> <p>hearings [2] - 3:6, 3:8</p> <p>hearsay [1] - 69:15</p> <p>height [1] - 67:9</p> <p>Heights [1] - 12:20</p> <p>held [1] - 34:13</p> <p>help [2] - 14:21, 16:7</p> <p>helpful [1] - 23:9</p> <p>helps [2] - 17:14, 70:3</p> <p>hereby [1] - 75:4</p> <p>hereto [1] - 75:11</p> <p>hereunto [1] - 75:16</p> <p>hi [2] - 38:7, 67:23</p> <p>Hi [1] - 36:15</p> <p>hidden [1] - 15:19</p> <p>higher [2] - 18:15, 43:22</p> <p>highlight [1] - 28:24</p> <p>highlighted [1] - 55:5</p> <p>hinge [2] - 20:18, 20:19</p> <p>historic [1] - 9:18</p> <p>history [1] - 50:19</p> <p>hit [2] - 41:22, 47:20</p> <p>hits [2] - 14:7, 19:1</p> <p>HLR [1] - 25:9</p> <p>HOA [12] - 9:17, 11:6, 11:11, 11:19, 12:1, 24:22, 27:12, 31:19, 34:16, 40:15, 51:3, 58:1</p> <p>hold [2] - 6:1, 62:21</p> <p>holding [1] - 48:20</p> <p>home [7] - 24:23, 27:16, 28:6, 33:5, 41:2, 60:9, 60:14</p> <p>homeowner [1] - 43:5</p> <p>homeowner's [1] - 46:10</p> <p>homeowners [5] - 11:6, 34:16, 42:16, 43:7, 43:11</p> <p>homes [2] - 44:11, 65:13</p> <p>honest [1] - 70:9</p> <p>honestly [1] - 58:21</p> <p>hope [1] - 51:24</p> <p>hopefully [1] - 18:19</p> <p>Horaz [4] - 2:4, 4:6, 6:14, 74:8</p> <p>HORAZ [4] - 4:7, 6:15, 73:22, 74:9</p> <p>horn [1] - 18:17</p> <p>hours [2] - 13:20, 38:16</p> <p>house [5] - 14:5, 14:20, 44:9, 46:20,</p>	<p>69:9</p> <p>housed [1] - 18:1</p> <p>houses [3] - 16:2, 44:13, 59:1</p> <p>housing [1] - 26:15</p> <p>huge [2] - 52:5, 52:22</p> <p>human [1] - 55:16</p> <p>hundred [1] - 28:9</p> <p>hurt [2] - 42:13, 64:5</p> <p>hypersensitivity [1] - 40:21</p>	<p>I</p> <p>idea [1] - 52:8</p> <p>identified [1] - 15:8</p> <p>ILLINOIS [2] - 1:7, 75:1</p> <p>Illinois [14] - 1:18, 6:21, 7:6, 7:14, 7:15, 12:20, 13:1, 13:19, 27:20, 32:4, 34:9, 35:8, 35:15, 75:20</p> <p>image [1] - 25:17</p> <p>impact [7] - 27:13, 28:4, 28:14, 28:19, 32:19, 33:10, 34:10</p> <p>impacted [1] - 14:6</p> <p>impacting [2] - 13:11, 15:15</p> <p>impacts [1] - 30:16</p> <p>implement [1] - 30:10</p> <p>Improvement [1] - 26:19</p> <p>Inc [1] - 3:10</p> <p>incentive [2] - 13:2, 35:16</p> <p>incentives [5] - 33:24, 34:24, 35:4, 35:11, 35:21</p> <p>inches [1] - 48:18</p> <p>inclusive [1] - 75:7</p> <p>increase [1] - 28:18</p> <p>increased [1] - 28:17</p> <p>incurred [1] - 43:7</p> <p>independent [2] - 33:18, 54:10</p> <p>Indiana [3] - 22:4, 27:20, 34:9</p> <p>industrial [1] - 12:17</p> <p>infiltrate [1] - 52:9</p> <p>infiltration [1] - 53:3</p> <p>information [7] - 11:4, 11:23, 45:13, 58:2, 58:5, 58:8, 58:11</p> <p>ingot [2] - 16:10, 64:18</p> <p>initial [1] - 57:17</p> <p>injured [1] - 61:23</p>	<p>input [2] - 11:7, 11:9</p> <p>inside [10] - 14:19, 15:22, 16:2, 16:15, 17:19, 17:23, 29:10, 41:13, 49:10, 65:24</p> <p>install [2] - 6:22, 17:9</p> <p>installation [1] - 35:1</p> <p>installations [1] - 12:14</p> <p>installed [3] - 15:15, 22:2, 30:8</p> <p>installer [1] - 32:4</p> <p>instead [1] - 9:4</p> <p>intended [2] - 48:2, 71:2</p> <p>intention [2] - 27:7, 65:17</p> <p>interconnect [1] - 13:8</p> <p>interested [3] - 32:18, 65:15, 72:5</p> <p>interior [2] - 60:18, 61:6</p> <p>internal [2] - 17:24, 49:7</p> <p>interrogatories [1] - 40:14</p> <p>intervals [1] - 19:12</p> <p>introduce [1] - 12:16</p> <p>inverter [13] - 14:12, 14:13, 15:17, 17:16, 21:5, 21:24, 22:15, 22:24, 23:3, 24:12, 56:10, 56:12, 56:14</p> <p>inverters [10] - 21:1, 21:2, 21:3, 21:9, 22:2, 23:6, 24:24, 33:6, 60:12, 60:24</p> <p>investor [1] - 34:1</p> <p>invite [1] - 4:18</p> <p>invited [1] - 9:19</p> <p>involved [2] - 11:18, 61:14</p> <p>inward [1] - 65:24</p> <p>issue [5] - 10:3, 49:3, 49:16, 52:12, 67:5</p> <p>issues [5] - 9:14, 59:21, 65:4, 65:6, 69:22</p> <p>itself [3] - 16:8, 19:16, 20:10</p>	<p>10:22, 11:2, 11:17, 29:13, 36:4, 54:19, 60:6</p> <p>Jason's [1] - 22:11</p> <p>Jeff [2] - 2:3, 16:17</p> <p>Jersey [1] - 73:13</p> <p>jet [1] - 18:18</p> <p>job [3] - 11:17, 29:13, 58:6</p> <p>John [1] - 7:4</p> <p>joined [1] - 8:7</p> <p>joint [2] - 34:13, 34:15</p> <p>jump [3] - 12:6, 12:8, 13:24</p>	<p>K</p> <p>keep [3] - 17:19, 48:7, 63:6</p> <p>keeps [1] - 8:22</p> <p>KenCom [2] - 49:9, 66:12</p> <p>Kendall [14] - 6:21, 7:5, 8:22, 8:24, 13:11, 13:13, 26:14, 26:18, 31:2, 34:3, 36:16, 44:5, 44:23, 48:4</p> <p>kept [1] - 31:7</p> <p>key [3] - 27:23, 33:2, 55:13</p> <p>kid [5] - 42:11, 61:23, 63:7, 71:16, 71:17</p> <p>kids [4] - 11:12, 42:9, 58:24, 61:19</p> <p>KILGORE [2] - 70:19, 70:22</p> <p>Kilgore [1] - 70:22</p> <p>killed [2] - 61:23, 62:6</p> <p>kind [11] - 15:9, 15:23, 25:14, 38:12, 42:18, 44:23, 47:8, 55:21, 61:16, 70:23, 71:3</p> <p>knocked [1] - 9:3</p> <p>knocks [1] - 14:7</p> <p>knowledge [1] - 47:18</p> <p>known [1] - 49:15</p> <p>Knox [1] - 49:11</p> <p>KRAMER [15] - 7:8, 7:11, 26:3, 26:8, 47:14, 51:11, 51:15, 51:19, 52:1, 53:6, 65:21, 66:8, 67:6, 67:8, 67:18</p> <p>Kramer [4] - 7:12, 47:13, 47:15, 65:22</p> <p>Krysti [4] - 2:10, 11:2, 11:17, 56:6</p>	<p>L</p> <p>lady [3] - 50:11, 51:4, 64:10</p> <p>laid [1] - 63:9</p> <p>LANA [1] - 38:4</p> <p>Lana [1] - 38:7</p> <p>land [8] - 6:24, 13:7, 13:14, 26:13, 26:14, 27:17, 31:3, 31:4</p> <p>landscape [1] - 25:7</p> <p>landscaped [2] - 31:12, 31:13</p> <p>landscaping [4] - 25:22, 31:5, 49:2, 50:16</p> <p>laptop [2] - 24:4, 56:6</p> <p>large [1] - 27:15</p> <p>larger [1] - 27:21</p> <p>LASALLE [1] - 75:2</p> <p>last [3] - 29:14, 40:6, 57:23</p> <p>law [1] - 7:13</p> <p>lawn [1] - 48:17</p> <p>layer [3] - 16:3, 16:5, 16:6</p> <p>layout [3] - 12:12, 25:7, 33:3</p> <p>leak [1] - 29:23</p> <p>leasehold [1] - 57:19</p> <p>leasing [1] - 31:3</p> <p>least [6] - 32:15, 39:5, 56:21, 56:24, 60:13, 64:9</p> <p>left [7] - 18:7, 21:22, 23:21, 23:23, 23:24, 24:15, 55:2</p> <p>length [2] - 15:12, 72:7</p> <p>lengths [2] - 72:18, 73:2</p> <p>LERMAN [5] - 37:23, 38:4, 38:7, 39:11, 39:16</p> <p>Lerman [1] - 38:8</p> <p>less [4] - 34:4, 56:1, 56:4, 61:1</p> <p>lesser [1] - 69:17</p> <p>letter [3] - 39:14, 45:18, 49:23</p> <p>letters [1] - 71:7</p> <p>level [10] - 18:5, 18:16, 18:19, 18:20, 19:8, 19:24, 37:10, 55:22, 55:24, 56:1</p> <p>levels [2] - 23:19, 55:20</p> <p>library [2] - 19:9, 20:3</p> <p>licensed [1] - 7:13</p>
		<p>J</p> <p>jail [3] - 8:20, 26:23, 69:15</p> <p>January [3] - 34:24, 35:14, 35:24</p> <p>Jason [8] - 2:12,</p>	<p>K</p> <p>keep [3] - 17:19, 48:7, 63:6</p> <p>keeps [1] - 8:22</p> <p>KenCom [2] - 49:9, 66:12</p> <p>Kendall [14] - 6:21, 7:5, 8:22, 8:24, 13:11, 13:13, 26:14, 26:18, 31:2, 34:3, 36:16, 44:5, 44:23, 48:4</p> <p>kept [1] - 31:7</p> <p>key [3] - 27:23, 33:2, 55:13</p> <p>kid [5] - 42:11, 61:23, 63:7, 71:16, 71:17</p> <p>kids [4] - 11:12, 42:9, 58:24, 61:19</p> <p>KILGORE [2] - 70:19, 70:22</p> <p>Kilgore [1] - 70:22</p> <p>killed [2] - 61:23, 62:6</p> <p>kind [11] - 15:9, 15:23, 25:14, 38:12, 42:18, 44:23, 47:8, 55:21, 61:16, 70:23, 71:3</p> <p>knocked [1] - 9:3</p> <p>knocks [1] - 14:7</p> <p>knowledge [1] - 47:18</p> <p>known [1] - 49:15</p> <p>Knox [1] - 49:11</p> <p>KRAMER [15] - 7:8, 7:11, 26:3, 26:8, 47:14, 51:11, 51:15, 51:19, 52:1, 53:6, 65:21, 66:8, 67:6, 67:8, 67:18</p> <p>Kramer [4] - 7:12, 47:13, 47:15, 65:22</p> <p>Krysti [4] - 2:10, 11:2, 11:17, 56:6</p>			

<p>lie [1] - 71:14 life [4] - 33:21, 38:13, 56:17, 59:5 light [1] - 24:7 lights [4] - 10:21, 12:3, 14:17, 24:7 likelihood [1] - 45:2 likely [1] - 42:1 limited [1] - 20:1 line [7] - 25:13, 25:16, 28:8, 55:11, 55:13, 60:7 lines [3] - 40:24, 44:13, 60:20 link [3] - 30:1, 44:20, 50:17 liquid [1] - 64:22 list [1] - 31:19 listed [1] - 32:14 listening [1] - 19:2 literally [1] - 66:8 live [1] - 12:20 lives [1] - 38:17 living [1] - 29:2 loads [1] - 14:19 local [3] - 12:22, 32:8, 65:3 located [8] - 7:3, 13:13, 15:18, 23:6, 29:22, 33:4, 38:9, 73:13 location [5] - 13:12, 13:16, 24:17, 25:5, 39:2 location-wise [1] - 13:16 locks [1] - 62:9 long-term [2] - 43:12, 58:13 look [11] - 9:22, 15:7, 16:19, 20:13, 25:18, 32:23, 36:24, 39:7, 66:7, 67:13, 73:1 looked [3] - 17:16, 37:9, 70:13 looking [2] - 36:18, 44:17 looks [5] - 12:11, 16:17, 16:21, 17:13, 23:13 lose [2] - 15:3, 35:19 losses [1] - 70:11 lottery [2] - 35:12, 35:19 love [1] - 70:24 low [5] - 24:1, 24:14, 43:8, 43:9, 48:15 lower [1] - 42:16 lumberjacks [1] - 51:7</p>	<p>M</p> <p>ma'am [1] - 72:10 machine [1] - 14:21 main [1] - 15:8 maintained [2] - 33:15, 43:5 maintenance [5] - 12:14, 31:2, 31:5, 43:10 male [2] - 62:18, 63:4 malfunctions [1] - 61:14 management [1] - 52:23 mandated [1] - 64:3 manicured [1] - 31:10 manufactured [1] - 62:24 manufacturer [4] - 21:24, 56:20, 57:8, 60:2 manufacturers [1] - 54:9 map [1] - 46:5 Marcum [5] - 2:6, 4:8, 6:8, 47:20, 74:10 MARCUM [31] - 3:24, 4:9, 6:5, 6:9, 20:6, 20:11, 20:20, 45:22, 46:7, 46:11, 46:24, 51:2, 51:13, 51:16, 51:20, 53:5, 53:21, 53:24, 54:2, 57:19, 57:22, 58:1, 59:12, 64:8, 65:8, 65:19, 66:2, 67:4, 67:7, 73:21, 74:11 Marker [1] - 3:9 Marlys [1] - 2:13 Massachusetts [2] - 55:19, 60:1 massive [1] - 28:11 massively [1] - 66:15 material [1] - 11:1 materials [6] - 3:11, 16:14, 41:10, 65:6, 72:20 matter [1] - 61:7 mean [7] - 47:8, 64:14, 66:3, 66:5, 71:12, 71:15, 71:17 means [2] - 17:4, 60:23 measured [1] - 21:5 mechanic [1] - 71:15 mechanicals [1] - 61:13 medical [1] - 24:8</p>	<p>meeting [11] - 3:7, 3:16, 3:20, 3:21, 9:16, 9:18, 19:18, 58:9, 58:10, 58:16, 74:17 Meeting [1] - 10:1 Meetings [1] - 10:7 meetings [10] - 9:22, 10:5, 11:22, 29:14, 34:13, 34:14, 34:15, 34:20, 44:24, 58:1 MEGAN [1] - 40:12 megan [1] - 57:22 megawatts [3] - 22:5, 22:7, 32:22 member [1] - 5:7 members [3] - 4:18, 16:16, 59:11 mention [2] - 19:5, 37:7 mentioned [8] - 10:23, 11:5, 13:18, 21:3, 33:3, 34:13, 62:11, 64:17 met [3] - 11:1, 11:5, 64:21 metalloids [3] - 16:10, 64:18, 64:24 meter [2] - 13:10, 60:16 meters [1] - 21:13 methods [1] - 53:2 Metropolitan [1] - 52:17 MICHAEL [1] - 68:20 Michael [2] - 69:3, 69:4 microwave [1] - 24:5 middle [3] - 13:14, 23:12, 24:20 Midwest [4] - 12:23, 27:19, 32:8, 34:9 might [8] - 15:7, 20:13, 26:13, 35:18, 35:19, 44:22, 68:8, 70:3 Mike [3] - 70:23, 71:3, 71:11 Mike's [1] - 71:16 MILAM [4] - 71:24, 72:2, 72:5, 72:12 Milam [1] - 72:12 milliGauss [1] - 55:21 million [1] - 33:20 minimal [2] - 28:18, 53:17 minute [1] - 19:23 Minute [1] - 2:13 minutes [2] - 19:12, 19:19</p>	<p>miscreant [1] - 64:12 model [1] - 46:19 module [6] - 15:14, 15:23, 15:24, 16:17, 16:22, 17:15 modules [3] - 7:1, 19:15, 19:20 Monday [1] - 9:19 money [2] - 34:1, 35:16 month [1] - 53:16 months [2] - 10:24, 53:18 morning [1] - 71:13 most [7] - 7:21, 8:11, 16:9, 16:11, 17:8, 44:8, 57:1 Most [1] - 28:23 motion [5] - 3:17, 5:23, 6:2, 19:7, 73:19 motor [2] - 17:10, 17:13 motors [11] - 19:5, 19:6, 19:11, 20:4, 20:21, 20:22, 24:24, 33:3, 33:4, 33:6, 60:12 mount [4] - 15:7, 31:23, 31:24 move [8] - 3:17, 5:21, 24:2, 35:13, 42:23, 48:8, 60:24, 70:11 moved [4] - 3:24, 6:4, 60:11, 73:21 moving [2] - 36:8, 38:20 MR [85] - 3:24, 4:9, 6:5, 6:9, 7:11, 10:21, 10:22, 20:6, 20:9, 20:11, 20:12, 20:20, 20:22, 21:12, 23:7, 25:7, 26:2, 26:3, 26:6, 26:8, 26:11, 31:15, 35:20, 36:15, 39:13, 45:18, 45:22, 46:7, 46:11, 46:22, 46:24, 47:14, 51:2, 51:11, 51:13, 51:15, 51:16, 51:19, 51:20, 52:1, 53:5, 53:6, 53:7, 53:21, 53:24, 54:2, 54:4, 56:19, 56:23, 57:13, 57:16, 57:19, 57:21, 57:22, 58:1, 59:12, 59:20, 59:22, 62:7, 63:12, 63:16, 64:8, 64:16, 65:8, 65:14, 65:19, 65:21, 66:2, 66:8,</p>	<p>67:4, 67:6, 67:7, 67:8, 67:18, 67:23, 68:12, 68:14, 68:23, 69:3, 69:5, 69:8, 70:22, 72:13, 73:21, 74:11 MS [54] - 4:1, 4:3, 4:6, 4:7, 4:8, 4:10, 4:12, 4:13, 4:14, 5:23, 6:4, 6:8, 6:10, 6:12, 6:13, 6:14, 6:15, 6:16, 37:17, 37:21, 37:23, 38:7, 39:11, 39:16, 39:19, 39:23, 40:8, 40:10, 40:15, 45:21, 46:1, 46:9, 46:13, 46:16, 46:18, 46:19, 57:24, 58:4, 59:15, 60:16, 62:5, 71:20, 71:24, 72:5, 72:12, 73:22, 73:24, 74:3, 74:6, 74:7, 74:8, 74:9, 74:10, 74:12 multi [3] - 63:5, 63:6, 66:10 multi-contact [2] - 63:5, 63:6 multi-term [1] - 66:10 multiple [3] - 59:22, 72:17, 72:23</p>
N				
<p>nail [1] - 47:20 name [8] - 5:3, 7:12, 36:10, 38:7, 40:7, 57:23, 69:1, 72:11 names [1] - 8:3 National [3] - 32:16, 63:19, 64:2 naturalized [1] - 53:1 NC [1] - 63:5 near [1] - 29:2 nearby [2] - 11:7, 29:21 nearest [2] - 24:23, 33:5 Nebraska [1] - 31:23 need [8] - 12:3, 12:4, 17:10, 36:5, 42:6, 60:23, 61:2, 68:1 needs [3] - 8:23, 13:12, 61:16 negligent [1] - 23:4 neighborhood [2] - 9:15, 46:17 neighborhoods [2] - 13:22, 58:23 neighbors [5] - 9:10,</p>				

<p>40:17, 40:24, 48:24, 65:10</p> <p>never [6] - 19:2, 48:2, 65:4, 65:5, 69:23</p> <p>New [1] - 73:13</p> <p>newer [1] - 8:12</p> <p>next [18] - 5:19, 18:17, 19:24, 21:1, 21:5, 21:14, 21:16, 24:14, 27:16, 28:2, 28:3, 28:12, 34:12, 43:1, 44:9, 56:10, 62:20, 70:22</p> <p>night [3] - 9:20, 19:14, 33:8</p> <p>Noble [1] - 2:10</p> <p>NOBLE [4] - 4:3, 5:23, 46:18, 73:24</p> <p>noise [6] - 18:11, 18:23, 20:2, 23:3, 25:2, 38:18</p> <p>non [3] - 50:23, 54:12, 64:19</p> <p>non-profits [1] - 54:12</p> <p>non-technical [1] - 50:23</p> <p>non-toxic [1] - 64:19</p> <p>nondescript [1] - 17:17</p> <p>normal [5] - 18:6, 18:11, 18:20, 19:23, 21:6</p> <p>north [5] - 46:12, 48:23, 50:1, 51:22, 61:1</p> <p>North [4] - 55:8, 55:9, 60:1</p> <p>northwest [1] - 22:3</p> <p>Northwestern [1] - 12:18</p> <p>notably [1] - 16:9</p> <p>note [1] - 35:3</p> <p>nothing [5] - 16:13, 25:2, 27:2, 33:8, 51:17</p> <p>November [2] - 1:22, 3:19</p> <p>nowhere [1] - 13:15</p> <p>nuclear [1] - 24:9</p> <p>number [6] - 6:3, 11:11, 28:7, 28:16, 32:4, 61:3</p> <p>numbers [1] - 28:6</p> <p>numerous [2] - 13:20, 29:6</p> <p>nursery [2] - 26:16, 48:7</p>	<p style="text-align: center;">O</p> <p>O-L-S-Z-E-W-S-K-I [1] - 69:8</p> <p>objection [1] - 67:16</p> <p>obviously [4] - 26:14, 62:8, 66:14, 71:1</p> <p>OF [3] - 1:6, 75:1, 75:2</p> <p>Office [1] - 7:3</p> <p>office [2] - 65:20, 66:3</p> <p>offices [2] - 13:11, 13:13</p> <p>officials [1] - 37:9</p> <p>old [2] - 9:5, 53:2</p> <p>Olson [4] - 2:3, 4:10, 6:10, 74:4</p> <p>OLSON [13] - 4:11, 6:11, 21:10, 23:5, 25:6, 25:24, 31:11, 35:18, 47:1, 47:5, 57:11, 57:14, 74:5</p> <p>OLSZEWSKI [7] - 68:12, 68:14, 68:20, 68:23, 69:3, 69:5, 69:8</p> <p>Olszewski [1] - 69:3</p> <p>on-site [4] - 52:9, 53:3, 53:10, 61:21</p> <p>once [3] - 14:18, 21:13, 55:21</p> <p>One [1] - 14:4</p> <p>one [42] - 5:2, 6:23, 15:4, 15:14, 16:11, 16:15, 16:21, 19:17, 20:20, 20:21, 23:11, 29:14, 31:12, 32:4, 35:3, 36:22, 39:1, 40:9, 41:7, 41:18, 44:24, 49:16, 51:14, 52:6, 52:15, 54:20, 54:21, 55:1, 55:17, 59:16, 63:9, 63:17, 63:22, 65:21, 67:2, 68:2, 68:7, 71:4, 73:4</p> <p>one-to-one [1] - 15:4</p> <p>ones [6] - 30:22, 32:14, 50:24, 55:1, 65:1, 65:3</p> <p>opaque [2] - 25:18, 49:20</p> <p>open [6] - 3:14, 6:2, 10:5, 66:5, 66:11, 66:18</p> <p>Open [2] - 9:24, 10:7</p> <p>operate [4] - 6:22, 12:22, 33:7, 56:20</p> <p>operating [2] - 33:8, 62:22</p>	<p>operation [1] - 31:7</p> <p>opinion [3] - 68:4, 70:16, 70:23</p> <p>opportunity [2] - 30:22, 41:17</p> <p>oppose [2] - 37:24, 39:3</p> <p>opposed [2] - 5:20, 37:13</p> <p>opposition [2] - 38:11, 39:18</p> <p>oral [1] - 40:14</p> <p>Orchard [1] - 48:5</p> <p>order [3] - 5:15, 17:9, 18:4</p> <p>orderly [1] - 9:11</p> <p>ordinance [1] - 50:8</p> <p>organizations [3] - 32:12, 32:15, 57:9</p> <p>original [5] - 47:21, 52:2, 57:18, 58:5, 75:11</p> <p>originally [1] - 3:22</p> <p>otherwise [2] - 38:1, 50:18</p> <p>out-of-state [2] - 13:4, 35:7</p> <p>outside [5] - 30:7, 33:11, 33:12, 60:17, 66:1</p> <p>overall [1] - 47:22</p> <p>overlook [1] - 44:14</p> <p>overwhelmingly [1] - 41:5</p> <p>own [1] - 22:3</p> <p>owned [1] - 26:14</p> <p>owner [1] - 48:7</p> <p>oxygen [1] - 16:12</p>	<p>29:5, 29:12, 29:15, 29:17, 29:19, 29:23, 38:22, 41:5, 41:8, 44:9, 48:14, 56:19, 57:6, 57:12, 67:10, 69:22</p> <p>parcel [1] - 47:24</p> <p>part [5] - 17:4, 38:16, 46:11, 46:14, 48:6</p> <p>participate [1] - 7:19</p> <p>particularly [2] - 43:6, 49:1</p> <p>parties [2] - 54:11, 54:24</p> <p>party [3] - 32:12, 33:19, 57:9</p> <p>passes [2] - 50:8, 66:22</p> <p>passing [1] - 59:3</p> <p>past [2] - 10:24, 43:6</p> <p>patients [1] - 38:14</p> <p>pay [1] - 34:3</p> <p>paying [1] - 34:5</p> <p>people [7] - 40:22, 44:8, 44:10, 51:3, 51:6, 66:6, 68:8</p> <p>people's [1] - 65:12</p> <p>percent [2] - 28:18, 59:4</p> <p>permit [2] - 6:22, 52:12</p> <p>person [2] - 61:21, 64:9</p> <p>personally [1] - 70:24</p> <p>persons [2] - 4:21, 5:1</p> <p>PETERMAN [28] - 10:18, 10:22, 20:9, 20:12, 20:22, 21:12, 23:7, 25:7, 26:2, 26:6, 26:11, 31:15, 35:20, 53:7, 54:4, 56:19, 56:23, 57:13, 57:16, 57:21, 59:20, 59:22, 62:7, 63:12, 63:16, 64:16, 65:14, 72:13</p> <p>Peterman [4] - 6:19, 7:22, 10:17, 12:17</p> <p>petition [8] - 6:3, 10:9, 11:1, 13:3, 27:22, 32:23, 57:18, 73:18</p> <p>petitioner [8] - 3:9, 4:23, 5:7, 5:16, 5:22, 6:19, 8:6, 66:21</p> <p>petitioner's [1] - 52:13</p> <p>photographs [1] - 26:4</p> <p>physically [2] - 62:21, 62:23</p> <p>pick [1] - 41:22</p>	<p>picture [5] - 15:6, 17:12, 17:23, 22:22, 30:5</p> <p>pigs [1] - 45:15</p> <p>pipe [1] - 48:20</p> <p>place [5] - 3:22, 44:16, 50:3, 53:19, 75:9</p> <p>Plan [2] - 10:13, 26:19</p> <p>plan [7] - 20:4, 27:3, 42:4, 42:21, 42:23, 52:2, 61:17</p> <p>planned [4] - 3:23, 21:8, 24:19, 25:11</p> <p>Planner [1] - 2:12</p> <p>planning [1] - 53:11</p> <p>Planning [3] - 3:7, 3:19, 3:21</p> <p>PLANNING [1] - 1:10</p> <p>plans [3] - 11:8, 26:16, 34:19</p> <p>plants [1] - 52:8</p> <p>plastic [1] - 62:17</p> <p>play [2] - 62:17, 63:3</p> <p>plot [3] - 13:7, 13:14, 27:17</p> <p>plug [2] - 62:17, 63:3</p> <p>pockets [1] - 56:7</p> <p>podium [10] - 5:4, 7:10, 10:20, 36:14, 37:22, 38:6, 67:22, 68:22, 70:21, 72:4</p> <p>point [3] - 26:3, 32:5, 65:8</p> <p>Point [5] - 26:7, 40:19, 41:16, 48:14, 58:5</p> <p>pointing [1] - 65:12</p> <p>points [2] - 33:2</p> <p>poles [1] - 48:20</p> <p>police [2] - 49:12, 62:3</p> <p>policing [1] - 65:15</p> <p>policy [1] - 66:18</p> <p>pollution [1] - 38:19</p> <p>pond [3] - 52:5, 52:7, 52:24</p> <p>population [1] - 45:1</p> <p>portion [5] - 17:13, 25:12, 63:14, 63:18, 74:16</p> <p>position [2] - 66:9, 67:1</p> <p>positive [2] - 10:14, 34:10</p> <p>possibility [1] - 50:4</p> <p>possible [4] - 7:18, 38:23, 53:9, 66:18</p> <p>possibly [3] - 64:8, 69:14</p> <p>posts [1] - 15:10</p> <p>potential [1] - 41:20</p> <p>potentially [4] - 41:3,</p>
	<p style="text-align: center;">P</p>	<p>p.m [1] - 1:23</p> <p>package [1] - 26:4</p> <p>packet [5] - 39:13, 39:15, 45:19, 57:17, 60:4</p> <p>page [1] - 11:10</p> <p>Pages [1] - 75:6</p> <p>Palatine [1] - 12:21</p> <p>panel [16] - 15:21, 16:19, 16:23, 18:24, 20:8, 20:14, 20:17, 29:11, 30:16, 30:18, 56:23, 60:9, 62:12, 62:20, 69:19</p> <p>panels [27] - 14:5, 14:7, 15:13, 15:20, 17:5, 17:7, 18:22, 20:13, 20:21, 24:19,</p>		

<p>41:23, 43:3, 43:24 pound [1] - 48:22 power [4] - 14:21, 14:22, 14:24, 19:1 Power [5] - 35:15, 40:19, 41:15, 48:14, 58:5 powers [1] - 14:19 practice [1] - 7:13 practices [1] - 52:24 pre [1] - 53:12 pre-work [1] - 53:12 prefer [1] - 50:17 prepare [2] - 10:24, 11:3 prepared [2] - 7:22, 11:20 present [1] - 4:21 PRESENT [2] - 2:1, 2:9 presentation [9] - 5:17, 7:20, 7:23, 10:11, 11:21, 11:24, 28:23, 54:22, 59:23 presented [5] - 7:22, 29:3, 54:8, 54:14, 57:17 presenting [1] - 29:13 presents [1] - 55:16 preserved [1] - 50:21 president [1] - 40:16 pretty [4] - 26:6, 38:16, 62:2, 71:18 previous [5] - 11:22, 19:18, 31:17, 31:20, 54:21 previously [1] - 34:14 prideful [1] - 32:6 prison [1] - 45:1 prisoners [1] - 50:5 privacy [1] - 65:10 problem [7] - 41:1, 43:3, 43:20, 51:6, 66:4, 69:18, 69:20 problems [3] - 41:7, 43:5, 43:17 proceedings [4] - 3:2, 74:15, 75:5, 75:8 process [6] - 11:15, 11:19, 12:13, 18:3, 35:12, 68:2 produce [2] - 18:22, 56:24 produced [2] - 25:8, 27:19 produces [1] - 25:3 product [1] - 53:18 products [5] - 34:10, 35:10, 37:1, 54:10, 60:3</p>	<p>profits [1] - 54:12 program [2] - 35:5, 52:18 Progressive [1] - 67:24 project [12] - 22:6, 31:22, 34:2, 35:17, 35:22, 36:21, 37:4, 44:20, 46:22, 50:18, 53:12, 53:16 projector [1] - 14:17 projects [2] - 31:17, 31:20 properly [1] - 8:9 properties [3] - 28:2, 28:3, 70:5 property [15] - 7:2, 8:9, 27:10, 27:13, 28:4, 28:8, 28:17, 29:3, 34:7, 34:11, 40:23, 44:7, 46:8, 57:4, 60:7 proponent [1] - 52:22 proposal [1] - 36:9 proposed [7] - 4:19, 22:6, 22:8, 27:3, 38:9, 68:24, 73:13 proposing [2] - 27:22, 31:12 Protection [1] - 73:7 proud [1] - 32:9 prove [2] - 45:13, 45:15 provide [6] - 8:3, 18:5, 23:18, 31:19, 58:11, 72:14 provided [3] - 3:10, 21:23, 59:22 PUBLIC [1] - 1:11 public [30] - 3:3, 3:5, 3:6, 3:8, 3:12, 3:13, 3:18, 4:19, 4:21, 5:7, 5:8, 6:3, 8:14, 8:20, 10:12, 26:20, 34:20, 39:24, 47:7, 49:9, 50:1, 52:3, 52:6, 71:22, 72:14, 73:17, 73:20, 74:16, 75:5 pumped [1] - 52:18 purpose [3] - 4:16, 4:17, 29:14 pushed [2] - 15:1, 30:18 put [13] - 9:3, 13:21, 30:15, 37:6, 54:13, 55:7, 56:14, 60:6, 67:1, 69:13, 70:1, 70:2, 70:10 putting [1] - 44:19 PZC [5] - 3:11, 3:14,</p>	<p>3:18, 6:3, 6:18 Q quarrel [1] - 66:22 quarreling [1] - 67:6 questions [17] - 4:23, 7:18, 11:13, 11:21, 12:5, 12:12, 16:20, 17:1, 19:17, 27:12, 28:21, 28:24, 36:4, 37:1, 37:18, 47:2, 54:18 quick [4] - 33:1, 39:14, 39:21, 47:4 quiet [2] - 18:7, 50:24 quite [1] - 58:21</p>	<p>reasonable [3] - 45:14, 47:24, 59:4 reasonably [1] - 61:20 reasons [1] - 50:2 recap [1] - 28:20 receive [1] - 5:16 received [2] - 41:15, 58:4 recently [1] - 32:3 recommendation [2] - 10:14, 67:15 recommended [1] - 55:20 record [6] - 30:17, 39:15, 45:20, 47:15, 65:22, 72:15 recording [2] - 22:18, 22:22 recycle [1] - 41:8 red [1] - 24:20 reference [2] - 19:10, 23:20 referenced [1] - 59:13 reflect [2] - 29:16, 29:18 refrigerator [4] - 14:20, 18:11, 19:9, 20:3 regarding [4] - 4:19, 4:24, 53:8, 73:18 regards [1] - 49:3 regularly [1] - 33:14 regulations [1] - 63:19 reiterate [1] - 38:12 related [4] - 41:20, 51:18, 54:16, 73:11 relationship [1] - 31:2 released [2] - 41:14, 64:22 remember [2] - 29:19, 31:18 remove [1] - 43:2 removing [1] - 42:15 repeat [2] - 5:9, 40:3 report [5] - 55:7, 55:10, 55:12, 56:2, 72:24 REPORTER [1] - 69:7 reporter [1] - 8:4 Reporter [1] - 75:4 represent [3] - 5:3, 7:16, 38:8 representative [1] - 44:24 representatives [2] - 7:17, 40:1 reproduced [1] - 75:14 request [11] - 4:19, 4:23, 4:24, 5:19,</p>	<p>5:20, 8:2, 8:6, 8:8, 37:14, 39:4, 39:18 requested [4] - 3:11, 11:4, 11:23, 27:14 requesting [2] - 6:21, 58:15 required [1] - 25:8 research [7] - 40:18, 57:6, 58:20, 58:22, 61:7, 65:3, 71:12 reset [1] - 19:23 resets [1] - 19:16 residential [5] - 16:22, 27:16, 27:17, 28:12, 49:21 residents [4] - 9:19, 25:22, 29:21, 44:5 resistors [1] - 18:1 resolution [1] - 66:23 respectfully [1] - 39:4 respond [4] - 47:12, 47:17, 50:24, 51:11 responders [1] - 49:11 response [2] - 37:15, 58:17 responsibility [1] - 75:13 responsible [4] - 31:4, 31:8, 36:19, 36:20 rest [1] - 66:5 result [1] - 37:3 retain [1] - 46:3 retention [4] - 45:24, 46:1, 48:22, 51:22 reviewed [1] - 37:9 reviewing [1] - 52:22 Richard [1] - 66:10 rigorous [1] - 33:16 rippling [1] - 23:1 rises [1] - 17:6 risk [4] - 54:15, 59:10, 72:9 risks [1] - 44:6 Road [3] - 1:17, 7:4, 48:5 roll [5] - 4:3, 4:5, 6:6, 73:24, 74:1 roof [2] - 14:6, 31:24 room [1] - 56:5 root [1] - 48:16 roots [1] - 48:18 rotate [3] - 17:8, 19:20, 20:19 rotates [1] - 19:15 roughly [1] - 7:1 Route [1] - 45:7 row [1] - 20:13 ruling [1] - 28:15 run [8] - 12:21, 15:12,</p>
--	--	---	--	--

19:11, 19:14, 19:20, 19:22, 22:11, 24:22 running [3] - 20:1, 22:16, 64:22 runoff [2] - 51:21, 52:10 runs [3] - 17:19, 20:16, 25:13 rural [1] - 18:7	62:15, 69:13, 69:16, 70:9, 70:12, 71:1 seeing [1] - 50:6 send [1] - 58:14 Senior [1] - 2:12 sense [2] - 8:6, 49:22 sent [3] - 39:14, 45:18, 71:7 separate [1] - 13:5 set [5] - 27:2, 61:14, 63:8, 65:11, 75:16 settlement [1] - 48:6 setup [1] - 13:5 seven [1] - 25:19 seven-and-a-half- foot [1] - 25:19 several [3] - 8:19, 10:24, 11:3 shade [1] - 30:15 share [1] - 73:1 Shawn [1] - 8:2 sheets [3] - 57:12, 57:13, 57:16 sheriff [7] - 44:16, 49:5, 49:7, 49:23, 65:14, 66:10, 66:17 Sheriff [1] - 50:3 sheriffs [6] - 8:17, 8:19, 62:4, 65:20, 65:23, 66:3 shining [2] - 19:13, 19:14 shocked [2] - 63:10, 64:5 Shorthand [1] - 75:3 show [16] - 21:18, 26:4, 26:9, 29:7, 30:20, 34:17, 41:13, 43:15, 47:22, 53:13, 55:15, 56:3, 57:1, 58:12, 65:5 showed [2] - 27:14, 28:19 showing [1] - 59:18 shown [5] - 34:8, 48:13, 54:8, 55:13, 73:6 shows [7] - 22:22, 26:11, 26:20, 28:5, 28:16, 32:11, 55:11 shrub [1] - 39:6 shrubs [1] - 70:7 shut [1] - 14:23 sic [1] - 39:7 side [12] - 16:6, 25:19, 38:9, 38:10, 39:7, 39:9, 49:17, 50:1, 50:16, 54:19, 61:1, 62:15 Sierra [1] - 32:17	sign [1] - 5:4 signed [1] - 75:12 silicon [2] - 16:9, 64:18 Silicon [1] - 16:11 silicone [1] - 41:12 similar [10] - 21:7, 22:4, 22:16, 27:15, 28:1, 28:3, 32:21, 32:23, 43:20, 73:12 similarly [1] - 23:16 simply [1] - 52:16 single [1] - 17:3 site [18] - 20:4, 20:23, 21:9, 22:3, 22:9, 23:6, 25:11, 26:24, 28:1, 31:1, 31:6, 52:9, 53:3, 53:10, 53:13, 53:15, 61:21 size [5] - 22:5, 22:6, 53:1, 53:15, 73:12 sized [1] - 32:21 sky [1] - 17:7 slated [1] - 35:1 slide [3] - 14:1, 21:14, 32:15 slides [1] - 23:8 slight [1] - 34:10 small [1] - 48:20 smaller [1] - 52:6 smash [3] - 41:22, 64:13, 64:20 snap [1] - 63:4 society [1] - 50:6 software [1] - 52:18 Solar [5] - 6:18, 7:16, 7:23, 33:15, 33:20 solar [103] - 6:23, 7:1, 9:8, 12:10, 12:11, 12:24, 13:6, 14:2, 14:4, 14:5, 14:7, 14:21, 15:13, 15:14, 15:20, 15:21, 15:23, 16:4, 16:8, 16:17, 16:19, 16:23, 17:5, 17:7, 17:9, 17:14, 18:4, 18:22, 18:24, 20:13, 20:14, 20:17, 23:12, 23:18, 23:24, 24:11, 24:19, 25:2, 25:13, 25:22, 27:3, 27:6, 27:15, 27:20, 28:2, 28:3, 28:5, 28:8, 28:12, 29:2, 29:5, 29:7, 29:11, 29:12, 29:15, 29:16, 29:19, 29:23, 30:1, 30:7, 30:15, 30:16, 30:18, 32:4, 32:14, 32:20, 32:21, 32:22,	33:3, 33:14, 33:17, 33:19, 34:4, 35:4, 38:10, 41:5, 41:8, 43:13, 44:9, 54:16, 55:24, 56:3, 56:9, 56:18, 56:19, 56:23, 57:6, 57:12, 60:10, 61:24, 62:12, 62:20, 65:16, 68:3, 69:19, 69:22, 72:20, 72:22, 73:7, 73:12 solid [7] - 49:20, 49:24, 50:9, 50:17, 66:23, 67:15 somewhat [1] - 53:1 somewhere [1] - 15:19 sorry [4] - 5:24, 13:24, 39:20, 44:2 sort [1] - 64:14 sound [5] - 12:11, 18:3, 18:12, 22:16, 33:9 sounds [4] - 18:2, 22:13, 51:2, 73:4 source [2] - 55:17, 55:18 sources [4] - 54:5, 55:3, 59:23, 72:17 South [1] - 7:14 south [7] - 25:15, 25:19, 26:1, 29:21, 46:18, 48:24 southeast [1] - 7:3 southerly [1] - 66:4 southern [1] - 25:12 space [2] - 9:2, 27:2 span [1] - 59:5 special [5] - 6:21, 9:9, 11:4, 37:6, 50:8 specific [1] - 54:9 specifically [5] - 11:2, 30:3, 32:7, 34:9, 55:3 spell [1] - 69:6 spellings [1] - 8:3 spent [2] - 36:18, 36:22 spoken [1] - 40:16 spring [1] - 35:1 SS [1] - 75:1 staff [6] - 3:10, 9:23, 11:16, 36:23, 49:5, 60:6 staff-wise [1] - 36:23 stage [1] - 22:23 stand [3] - 5:8, 9:5, 40:3 standing [5] - 6:23, 21:4, 21:16, 56:10,	71:9 start [4] - 18:16, 19:24, 23:21, 23:23 started [2] - 8:4, 12:18 starting [1] - 18:7 starts [1] - 55:23 STATE [1] - 75:1 State [2] - 55:9, 60:2 state [6] - 5:2, 7:13, 13:4, 35:7, 36:10, 69:1 States [1] - 59:24 stay [3] - 48:3, 71:1, 71:2 steel [1] - 15:10 step [3] - 36:10, 37:14 Step [1] - 14:4 steps [1] - 34:12 Sterigenics [1] - 43:20 still [9] - 4:16, 22:20, 22:21, 35:15, 44:14, 48:14, 48:18, 61:15, 67:13 stone [1] - 27:2 stood [1] - 70:13 stop [2] - 12:6, 47:7 stormwater [1] - 52:9 story [3] - 44:11, 48:3, 67:12 Street [2] - 7:4, 7:15 string [1] - 63:23 structure [10] - 13:2, 15:9, 15:19, 17:2, 17:11, 17:14, 19:4, 19:6, 20:10, 48:16 structured [2] - 35:5, 51:21 students [1] - 30:14 studies [22] - 29:6, 41:12, 43:12, 47:22, 53:22, 54:7, 54:17, 56:3, 57:1, 57:10, 58:3, 58:12, 59:7, 59:12, 64:17, 64:19, 65:5, 72:6, 72:7, 72:15, 72:24, 73:3 study [12] - 12:12, 21:1, 27:14, 27:18, 28:19, 29:4, 29:24, 34:8, 52:14, 56:8, 65:4, 72:8 stuff [3] - 47:16, 64:10, 64:11 subdivision [1] - 48:24 subject [1] - 31:6 submit [3] - 35:14, 35:23, 38:11 sum [1] - 63:24 summary [1] - 33:2
---	---	---	--	--

<p>sun [10] - 14:6, 14:7, 15:16, 17:6, 17:8, 17:11, 19:1, 19:13, 19:14, 33:7</p> <p>sunlight [1] - 29:15</p> <p>sunroom [1] - 70:13</p> <p>supplier [1] - 34:6</p> <p>support [5] - 15:13, 32:14, 32:20, 33:19, 56:15</p> <p>supposed [1] - 46:3</p> <p>sustaining [1] - 38:13</p> <p>SVS [1] - 57:11</p> <p>swear [1] - 68:16</p> <p>swore [1] - 39:21</p> <p>sworn [13] - 5:12, 7:9, 10:19, 36:13, 38:5, 40:5, 40:13, 67:21, 68:13, 68:18, 68:21, 70:20, 72:3</p> <p>system [12] - 6:24, 14:14, 15:7, 15:12, 15:18, 17:22, 21:4, 23:24, 31:23, 31:24, 33:21, 49:8</p> <p>systems [2] - 32:1, 44:15</p>	<p>testify [1] - 5:1</p> <p>testimony [6] - 3:15, 4:18, 4:21, 5:16, 73:17, 73:19</p> <p>tests [2] - 30:15, 33:16</p> <p>THE [1] - 69:7</p> <p>themselves [3] - 18:22, 21:2, 60:3</p> <p>Therefore [1] - 3:13</p> <p>thereof [2] - 75:12, 75:16</p> <p>they've [7] - 26:8, 35:11, 44:19, 52:7, 52:21, 53:2, 66:15</p> <p>thick [1] - 66:16</p> <p>thinks [1] - 64:12</p> <p>third [6] - 12:7, 22:22, 32:12, 33:19, 54:10, 57:9</p> <p>third-party [3] - 32:12, 33:19, 57:9</p> <p>threat [1] - 30:2</p> <p>three [13] - 7:17, 9:17, 15:8, 16:9, 21:12, 22:14, 38:15, 48:17, 53:16, 53:17, 55:3, 67:12, 69:17</p> <p>three-month [1] - 53:16</p> <p>three-story [1] - 67:12</p> <p>throughout [5] - 12:13, 12:22, 18:3, 19:21, 30:24</p> <p>tightened [1] - 63:3</p> <p>timeline [1] - 53:8</p> <p>timeliness [1] - 36:2</p> <p>timing [3] - 27:9, 35:3, 35:22</p> <p>today [3] - 41:16, 58:6, 70:13</p> <p>together [8] - 13:21, 60:6, 62:19, 63:4, 63:14, 63:17, 63:18, 63:23</p> <p>tonight [9] - 4:18, 7:17, 8:5, 9:8, 10:13, 11:20, 22:11, 23:15, 34:20</p> <p>tonight's [6] - 3:6, 3:9, 3:12, 3:15, 5:6, 71:22</p> <p>took [1] - 27:24</p> <p>top [1] - 16:1</p> <p>topic [3] - 29:14, 62:7, 73:5</p> <p>tornado [1] - 41:21</p> <p>totally [2] - 13:5, 67:10</p> <p>touch [5] - 16:20, 62:11, 62:12, 63:17, 63:18</p>	<p>touched [1] - 63:13</p> <p>towards [1] - 65:12</p> <p>toxic [11] - 16:13, 41:6, 41:9, 41:19, 53:24, 54:1, 61:8, 64:11, 64:14, 64:15, 64:19</p> <p>tracker [2] - 17:3, 20:9</p> <p>tracking [1] - 20:6</p> <p>trade [1] - 13:19</p> <p>traffic [2] - 23:2, 45:7</p> <p>transcribed [1] - 75:4</p> <p>transcript [2] - 75:8, 75:11</p> <p>transferred [1] - 14:10</p> <p>transmit [2] - 16:7, 62:16</p> <p>treatment [1] - 38:14</p> <p>tree [3] - 25:16, 25:21, 44:13</p> <p>trees [19] - 25:11, 26:16, 39:7, 42:15, 43:2, 45:10, 48:2, 48:5, 50:20, 51:8, 61:4, 66:15, 66:19, 69:11, 69:13, 70:7, 70:15, 71:1</p> <p>trespassing [1] - 49:14</p> <p>Tri [2] - 30:9, 31:22</p> <p>Tri-Creek [2] - 30:9, 31:22</p> <p>true [2] - 51:19, 75:7</p> <p>trust [2] - 69:21, 71:11</p> <p>try [4] - 23:14, 41:18, 51:13, 53:8</p> <p>trying [2] - 41:8, 56:9</p> <p>tube [1] - 48:11</p> <p>turn [5] - 14:17, 17:11, 17:14, 19:5, 36:3</p> <p>twice [1] - 48:5</p> <p>two [17] - 3:6, 3:8, 6:1, 10:2, 10:6, 11:12, 20:4, 20:22, 22:7, 28:18, 34:13, 34:15, 44:11, 53:16, 53:17, 63:13, 69:17</p> <p>two-story [1] - 44:11</p> <p>type [9] - 42:4, 43:7, 43:16, 48:15, 49:6, 49:11, 54:15, 61:12, 61:16</p> <p>typical [1] - 15:6</p>	<p>ultimately [1] - 8:17</p> <p>unanimously [2] - 37:3, 37:11</p> <p>uncertain [1] - 27:9</p> <p>under [5] - 10:2, 48:14, 63:9, 75:12, 75:14</p> <p>underneath [2] - 15:20, 31:16</p> <p>undisturbed [1] - 53:19</p> <p>unencapsulated [1] - 41:24</p> <p>unfortunately [1] - 58:7</p> <p>unit [1] - 38:21</p> <p>United [2] - 6:20, 59:24</p> <p>UNITED [1] - 1:6</p> <p>units [1] - 54:2</p> <p>universities [2] - 57:7, 65:3</p> <p>University [3] - 12:18, 55:9, 60:2</p> <p>unknown [1] - 44:1</p> <p>unless [2] - 61:20, 62:23</p> <p>unsafe [2] - 63:21, 64:1</p> <p>unusual [1] - 8:6</p> <p>up [37] - 12:10, 12:12, 16:8, 18:2, 22:18, 23:17, 27:12, 28:21, 29:1, 31:1, 34:17, 37:14, 37:20, 37:24, 38:3, 41:5, 41:22, 42:17, 44:4, 44:11, 44:13, 47:9, 50:15, 53:13, 56:16, 65:9, 65:11, 66:15, 68:2, 68:11, 68:12, 68:16, 69:9, 70:10, 71:9, 71:13, 73:5</p> <p>updated [1] - 52:13</p> <p>upgrade [1] - 57:3</p> <p>upstairs [1] - 9:4</p> <p>urgency [1] - 35:4</p> <p>utility [4] - 13:8, 15:1, 15:2, 15:5</p> <p>UV [1] - 24:7</p>	<p>various [1] - 32:1</p> <p>varying [2] - 72:18, 73:2</p> <p>VICE [13] - 4:11, 6:11, 21:10, 23:5, 25:6, 25:24, 31:11, 35:18, 47:1, 47:5, 57:11, 57:14, 74:5</p> <p>VICE-CHAIRMAN [13] - 4:11, 6:11, 21:10, 23:5, 25:6, 25:24, 31:11, 35:18, 47:1, 47:5, 57:11, 57:14, 74:5</p> <p>video [2] - 7:23, 23:10</p> <p>videos [2] - 22:10, 23:14</p> <p>view [4] - 31:21, 45:6, 66:13, 72:15</p> <p>violate [1] - 10:7</p> <p>visibility [1] - 66:20</p> <p>visual [1] - 66:13</p> <p>vital [1] - 35:22</p> <p>Vitosh [2] - 75:3, 75:20</p> <p>voice [2] - 18:13, 21:8</p> <p>voltage [3] - 30:17, 63:24</p> <p>voltages [1] - 63:20</p> <p>volts [1] - 63:23</p> <p>vote [4] - 6:6, 34:22, 70:14, 74:2</p> <p>voted [3] - 37:3, 37:10, 58:19</p>
T				
<p>table [1] - 42:17</p> <p>Taker [1] - 2:13</p> <p>talks [2] - 26:22, 55:19</p> <p>tall [2] - 25:19, 39:6</p> <p>Target [1] - 45:7</p> <p>taxpayers [2] - 33:20, 48:4</p> <p>technical [3] - 10:17, 47:16, 50:23</p> <p>Technology [1] - 55:10</p> <p>television [1] - 24:4</p> <p>temporary [1] - 26:15</p> <p>ten [5] - 19:12, 19:19, 21:13, 22:19, 22:21</p> <p>term [3] - 43:12, 58:13, 66:10</p> <p>terminals [1] - 63:13</p> <p>terms [12] - 9:7, 13:12, 19:4, 34:12, 35:11, 47:17, 47:19, 53:14, 54:14, 57:8, 62:7</p> <p>test [3] - 19:3, 28:1, 60:17</p> <p>tested [1] - 19:7</p> <p>testified [10] - 7:9, 10:19, 36:13, 38:5, 40:14, 50:11, 67:21, 68:21, 70:20, 72:3</p>				
V				
				<p>vacation [1] - 14:24</p> <p>value [4] - 27:10, 27:13, 28:4, 29:3</p> <p>values [4] - 28:17, 34:7, 34:11, 44:7</p> <p>variables [1] - 72:23</p>
U				
				<p>U.S [1] - 32:16</p> <p>ugly [1] - 67:5</p> <p>ultimate [1] - 67:14</p>
W				
				<p>wake [1] - 71:13</p> <p>walking [1] - 23:11</p> <p>wall [2] - 9:3, 67:7</p> <p>wants [3] - 44:16, 49:7, 68:16</p> <p>warranted [1] - 56:20</p> <p>washing [1] - 14:21</p> <p>watchdog [1] - 54:12</p> <p>watchdogs [1] - 32:13</p> <p>water [8] - 42:16, 42:24, 43:3, 43:10, 45:23, 46:4, 51:21, 52:20</p> <p>waves [1] - 23:23</p> <p>weather [3] - 41:20, 61:12, 63:1</p> <p>weather-related [1] - 41:20</p> <p>Wednesday [1] - 1:22</p> <p>week [1] - 38:15</p> <p>weeks [2] - 9:17, 10:24</p>

<p>welcome [4] - 9:23, 16:19, 16:23, 73:1</p> <p>west [12] - 8:21, 9:3, 17:7, 26:24, 29:20, 38:9, 38:10, 38:23, 39:8, 50:1, 50:16, 66:6</p> <p>wetland [2] - 52:5, 52:8</p> <p>WHEREUPON [1] - 3:1</p> <p>whim [1] - 35:15</p> <p>whisper [2] - 19:9, 20:3</p> <p>white [1] - 17:17</p> <p>whole [4] - 52:8, 66:11, 66:13, 69:23</p> <p>Willowbrook [1] - 43:19</p> <p>wind [1] - 23:1</p> <p>windows [1] - 66:13</p> <p>windshield [1] - 16:4</p> <p>wires [3] - 16:7, 18:1, 62:16</p> <p>wise [2] - 13:16, 36:23</p> <p>wish [3] - 4:22, 5:6, 71:8</p> <p>wishing [1] - 5:1</p> <p>withdrawn [1] - 13:4</p> <p>witness [1] - 40:5</p> <p>witnesses [2] - 5:12, 7:18</p> <p>Witnesses [1] - 68:18</p> <p>wondered [1] - 50:20</p> <p>wood [1] - 25:20</p> <p>Woods [3] - 13:22, 40:16, 46:2</p> <p>works [4] - 12:10, 14:2, 29:11, 33:23</p> <p>worried [1] - 66:1</p> <p>worry [1] - 60:22</p> <p>worth [1] - 44:6</p> <p>wrapped [1] - 47:9</p> <p>written [2] - 38:11, 50:13</p>	<p>38:8</p> <p>YOUNG [15] - 4:6, 4:8, 4:10, 4:12, 4:14, 6:8, 6:10, 6:12, 6:14, 6:16, 74:3, 74:6, 74:8, 74:10, 74:12</p> <p>young [3] - 11:12, 30:22, 50:11</p> <p>Young [1] - 2:13</p> <p>yourselves [1] - 72:16</p> <p style="text-align: center;">Z</p> <p>zero [2] - 18:22, 33:22</p> <p>zilch [1] - 47:17</p> <p>zoned [2] - 7:2, 8:9</p> <p>Zoning [3] - 3:7, 3:19, 3:21</p> <p>ZONING [1] - 1:10</p>
Y	
<p>yard [2] - 60:20, 68:24</p> <p>yards [1] - 45:24</p> <p>year [2] - 26:20, 37:4</p> <p>years [9] - 12:19, 43:15, 43:21, 43:24, 51:17, 52:15, 56:21, 57:1, 57:21</p> <p>YORKVILLE [2] - 1:6, 1:7</p> <p>Yorkville [6] - 1:18, 6:20, 7:5, 7:15, 37:5,</p>	



Memorandum

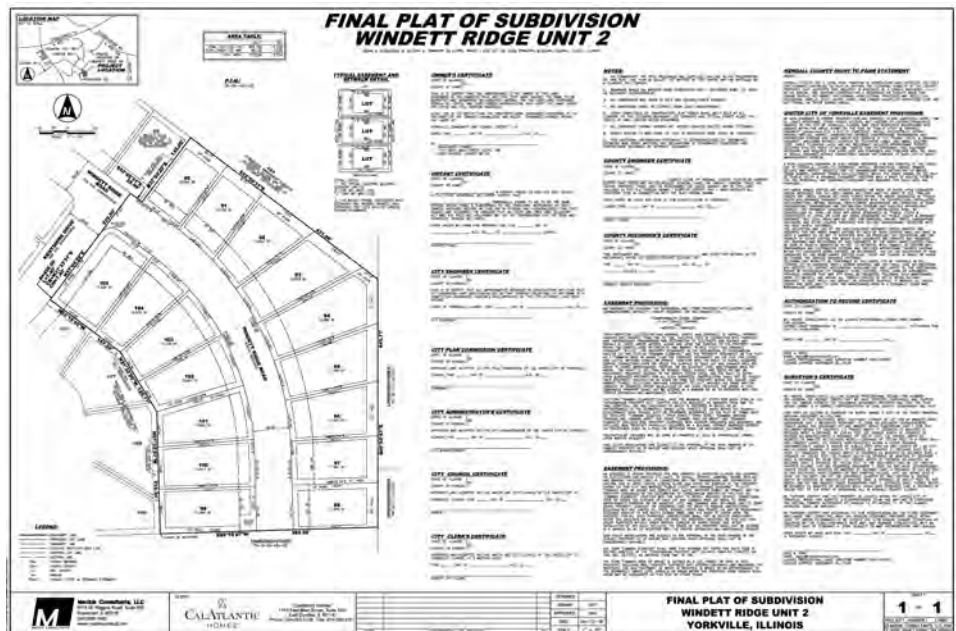
To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 4, 2018
Subject: **PZC 2018-14 - Windett Ridge – 4th PUD Agreement Amendment**
Request for Extension of Term until December 2023

SUMMARY

A request for approval of a fourth amendment to the Windett Ridge Subdivision Planned Unit Development (PUD) Agreement extending the term three (3) years until December 31, 2023.

BACKGROUND

CalAtlantic Homes (formerly Ryland Homes) is the current developer of the Windett Ridge Subdivision and nearing completion of the 261 single-family homes in Unit 1 of the Planned Unit Development (PUD). The original PUD was approved anticipating Unit 2 of the development could be completed with the adjacent multi-family townhome development to the south of Windett Ridge to be known as the Towns at Windett Reserve. However, the sixteen (16) remaining lots in Unit 2 cannot be developed due to the lack of an available gravity sanitary sewer connection and appropriately sized stormwater management basin. Both were planned as part of the Towns at Windett Reserve development which is currently owned by a third-party whom CalAtlantic is currently engaging for potential purchase.



Since the current agreement is set to expire in December 31, 2020, CalAtlantic is requesting an extension of the agreement specifically related to completion of Unit 2 for three (3) years, or until December 31, 2023. This would allow for the potential purchase and development of the adjacent property to the south so that the construction of the regional improvements can happen contemporaneously with the final development of Unit 2.

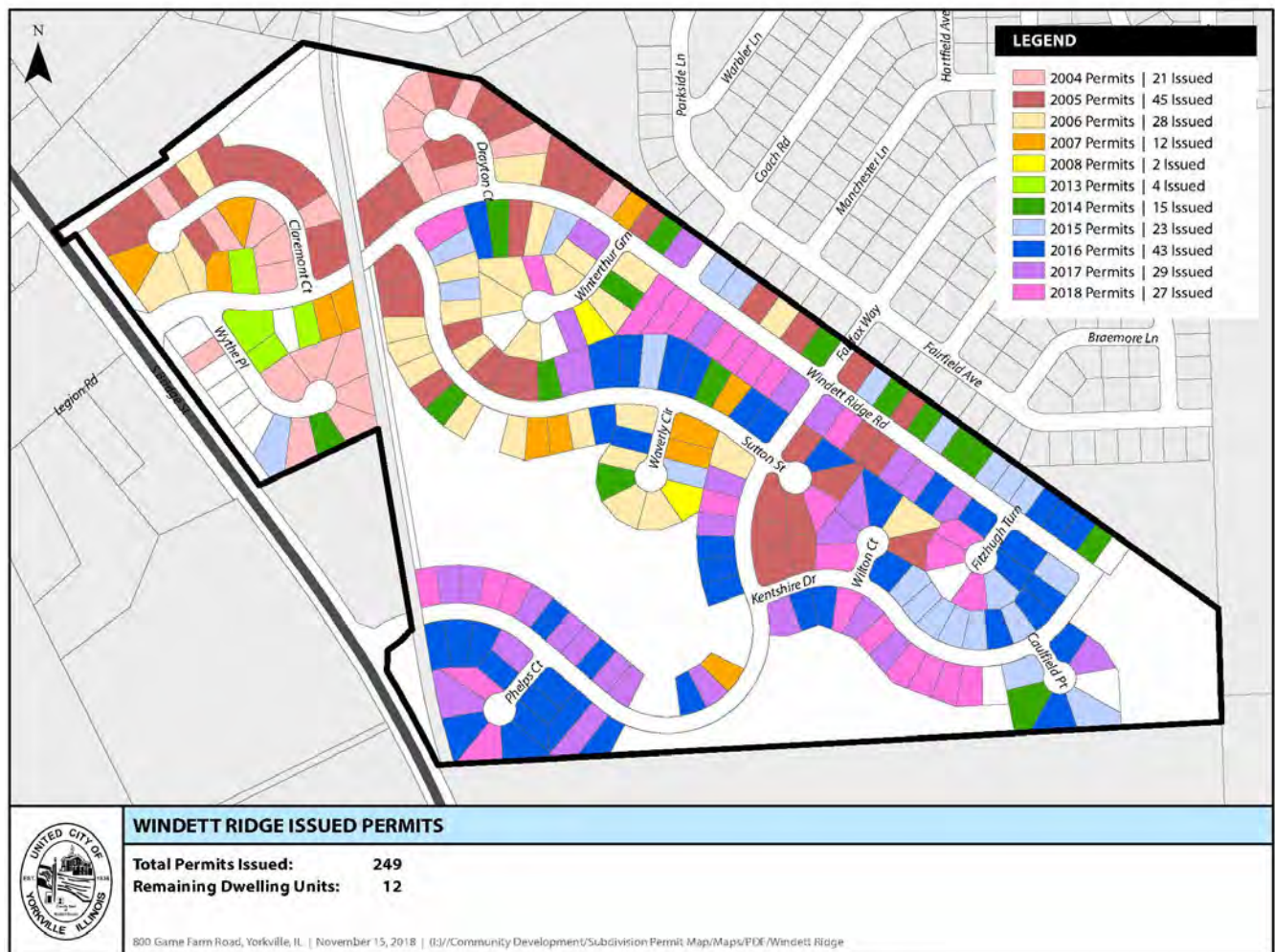
Prior Amendments

As mentioned, the original Planned Unit Development was approved in June 2000 as the Coach Road Hills subdivision. In 2002, the PUD was first amended via Ord. 2002-50 to rename the development to Windett Ridge subdivision to permit townhomes, single family and a commercial parcel. While building happened under the prior developer, Wiseman Hughes, the economic downturn stalled the progress of new construction around 2008.

In 2013, the unfinished lots were purchased by Ryland Homes and an ordinance amending the PUD agreement for a second time was approved. Ordinance No. 2013-51 set forth development obligations and performance deadlines related to the completion of infrastructure, payment of fees and development build-out. This amendment also provided the benefit of increased signage, building permit and code locks, as well as a hold on punchlist items for two years. Ryland Homes has steadfastly built out Unit 1 of the subdivision in the past 5 years. Finally, a third amendment to the Planned Unit Development in 2017 (Ord. 2017-43) identified CalAtlantic as the successor developer of Windett Ridge subdivision and extended the completion of certain punchlist items until October 31, 2017.

Current Development Status

Currently, the the developer has completed a majority of the obligations listed in the second amended PUD agreement with the exception of the items listed in the attached punchlist letter issued on October 22, 2018 by the city's engineering consultant, although work continues to be done on site. The development currently has been issued 249 permits in Unit 1 of the subdivision leaving twelve (12) lots left to be built, as of late October. CalAtlantic is now within their one-year warranty period for public improvements.



PROPOSED AMENDED PUD AGREEMENT

The draft amended Planned Unit Development (PUD) agreement to the Windett Ridge Subdivision is attached for your review and the primary terms of the agreement are as follows:

1. City allows the building permit fees to remain locked, with the exception of water meter costs, until December 31, 2020, per the 2013 PUD Amended Agreement. However, the developer will have the ability to prepay such permit fees to guarantee the fee schedule beyond the 2020 expiration date.
2. City will grant an extension for completion of the public improvements for Unit 2 until December 31, 2023.
3. CalAtlantic agrees to contribute \$10,000.00 for enhanced improvements to the park in Unit 1 of the Windett Ridge subdivision which will be constructed within one year of the effective date of the proposed fourth amended agreement.

STAFF ANALYSIS:

The prior amended Planned Unit Development (PUD) agreements for Windett Ridge understood the successor developer was fully committed to completing the project, but due to the dormancy of the development during the recession, certain site improvements would take time. Additionally, the completion of Unit 2 is predicated on the installation of a lift station for sanitary connection and a stormwater basin which was originally planned for the adjacent Townes at Windett Reserve. If the developer were to try and finish out Unit 2 without the Townes area developed as planned, a minimum of three (3) home sites would be lost to accommodate a lift station and basin, making the project fiscally prohibitive and not in keeping with the original City approved land plan.

Staff is assured the trade off for postponing the completion of the development by three (3) years is aptly off-set by the developer's agreement to continue to pay the agreed permit fees until 2020 and donate an additional \$10,000 for park improvements in Unit 1.

STANDARDS FOR PUD APPROVAL OR AMENDMENT:

The Planning and Zoning Commission may recommend approval of a special use for planned unit development or amendments to a Planned Unit Development (PUD) upon considering the following (Section 10-8-10-A):

1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria.
2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.
4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.
5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.
6. The Planning and Zoning Commission finds the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of the Zoning Ordinance which are as follows:

- a. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminishes and impairs property values within the neighborhood.
- c. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- d. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
- e. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
- f. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the planning and zoning commission.

STAFF RECOMMENDATION:

It is staff's recommendation to approve the proposed amended Planned Unit Development Agreement.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on December 12, 2018 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of the fourth (4th) amendment to the Windett Ridge Planned Unit Development Agreement to allow for the extension of an additional three (3) years to complete the construction of a lift station and public improvements in Unit 2 of the Windett Ridge subdivision until December 31, 2023, as presented by staff in a memorandum dated December 4, 2018 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS

1. Petitioner's Application
2. EEI punch list dated October 22, 2018
3. Draft Ordinance
4. Draft Fee Sheet
5. Public Hearing Notice



May 11, 2018

Ms. Krysti Barksdale-Noble, AICP
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

**Re: Request for Development Agreement Amendment
and Final Plat Application Withdrawal
Windett Ridge Residential Subdivision Unit 2
United City of Yorkville, Kendall County, IL**

Dear Ms. Barksdale-Noble,

On behalf of CalAtlantic Homes, I am writing to formally request the withdrawal of our April 12, 2018 application for Plat of Subdivision approval for Unit 2 of the Windett Ridge subdivision. Based on our conversations and recent correspondence, dated May 2, 2018 as provided by the City Engineer, we understand that the City and our client realize that the remaining sixteen lots within Unit Two cannot be thoughtfully completed as originally intended. This cannot be completed due to the lack of an available gravity sanitary sewer connection and appropriate stormwater management that had been originally planned on the property to the south. This property is currently owned by a third-party.

With this application withdrawal, we are also formally requesting an amendment be made to the existing Ordinance No. 2013-51, an *Ordinance Approving the Second Amendment to the Planned Unit Development Agreement (Windett Ridge Subdivision)*, passed on the 27th day of August, 2013.

This Agreement had been originally approved anticipating the Unit Two development could be completed with the adjacent development to the south. We understand the current Agreement has a term to expire in 2020 and we are requesting this term to be extended three years to 2023 to allow the potential for the adjacent development to begin and regional improvements be completed to coincide with the final development of Unit Two.

Please review and consider this request and let us know the next steps within the process that we must take to execute an amendment to the existing agreement. Thank you for your assistance, and should you have any questions or need additional information, please do not hesitate to contact me at 847.696.1400 or at amartini@mackieconsult.com.

Very truly yours,
MACKIE CONSULTANTS, LLC

Anthony Martini, PE, CFM, CPESC
Senior Project Manager

cc: Mr. Eric Dhuse, City of Yorkville
Mr. Jason Engberg, City of Yorkville
Mr. Brad Sanderson, PE, Engineering Enterprises, Inc.
Mr. Rich Olson, Gary R. Weber and Associates
Mr. Scott Guerard, CalAtlantic Homes
Mr. Bill Robinson, CalAtlantic Homes
Mr. Alan Eriksson, CalAtlantic Homes
Mr. Greg Neumann, CalAtlantic Homes
Mr. Ryan Martin, Mackie Consultants LLC

N:\2308D\Correspondence\180511.Ltr to Yorkville.Request for Amendment.docx



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

APPLICATION FOR AGREEMENT AMENDMENT

INTENT AND PURPOSE:

Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the City from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning & Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.



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APPLICATION FOR AGREEMENT AMENDMENT

STAGE 2: PLAN COUNCIL REVIEW

Petitioner may present the proposed amended plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning & Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Petitioner must present the proposed amendment agreement and/or plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month in the Yorkville City Hall Conference Room. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING (PUD ONLY)

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Petitioner will attend the City Council meeting where the recommendation of the proposed amendment will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the amendment.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The petitioner has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The petitioner has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The petitioner has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the petitioner has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the petitioner's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the petitioner. (Ord. 2011-34, 7-26-2011)



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APPLICATION FOR AGREEMENT AMENDMENT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input checked="" type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$ 500.00
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	Total: \$
TOTAL AMOUNT DUE:			500.00



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APPLICATION FOR AGREEMENT AMENDMENT

DATE: May 15, 2018	PZC NUMBER:	DEVELOPMENT NAME: Windett Ridge - Unit Two
PETITIONER INFORMATION		
NAME: Mr. Al Eriksson		COMPANY: CalAtlantic Homes
MAILING ADDRESS: 1141 East Main Street		
CITY, STATE, ZIP: East Dundee, Illinois 60018		TELEPHONE: 847-812-1884
EMAIL: alan.eriksson@calatlantic.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: CalAtlantic Group Inc.		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 1141 East Main Street, East Dundee, Illinois 60018		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Windett Ridge Road and Bridge Street		
CURRENT ZONING CLASSIFICATION: R2 Single Family Residential Planned Unit Development		
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW: United City of Yorkville		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: R2 Single Family Residential (Raintree Subdivision)		
EAST: Unincorporated Kendall County - Agricultural Use (Pettry Trust No 1989)		
SOUTH: Planned Unit Development - Currently Agricultural Use (Konicek Property)		
WEST: O - Office District (Next Generation Development LLC)		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
05-09-400-008		



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APPLICATION FOR AGREEMENT AMENDMENT

PROPERTY INFORMATION

NAME OF AGREEMENT: Ordinance 2013-51 - Second Amendment to the Annexation Agreement for Windett Ridge

DATE OF RECORDING: August 29, 2013

SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

On behalf of CalAtlantic Homes, I am writing to formally request the withdrawal of our April 12, 2018 application for Plat of Subdivision approval for Unit 2 of the Windett Ridge subdivision. Based on our conversations and recent correspondence, dated May 2, 2018 as provided by the City Engineer, we understand that the City and our client realize that the remaining sixteen lots within Unit Two cannot be thoughtfully completed as originally intended. This cannot be completed due to the lack of an available gravity sanitary sewer connection and appropriate stormwater management that had been originally planned on the property to the south. This property to the south is currently owned by a third-party.

With this application withdrawal, we are also formally requesting an amendment be made to the existing Ordinance No. 2013-51, an Ordinance Approving the Second Amendment to the Planned Unit Development Agreement (Windett Ridge Subdivision), passed on the 27th day of August, 2013 and recorded on August 29, 2013.

This Agreement had been originally approved anticipating the Unit Two development could be completed with the adjacent development to the south. We understand the current Agreement has a term to expire in 2020 and we are requesting this term to be extended three years to 2023 to allow the potential for the adjacent development to begin and regional improvements be completed to coincide with the final development of Unit Two.

ATTACHMENTS

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

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

Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



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APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Anthony Martini	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 West Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, Illinois 60018	TELEPHONE: 847-696-1400
EMAIL: amartini@mackieconsult.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Anthony Martini	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 West Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, Illinois 60018	TELEPHONE: 847-696-1400
EMAIL: amartini@mackieconsult.com	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p> <p><i>[Signature]</i> _____ May 16, 2018 PETITIONER SIGNATURE DATE</p> <p>OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.</p> <p><i>[Signature]</i> _____ May 16, 2018 OWNER SIGNATURE DATE</p>	



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PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Al Eriksson	FUND ACCOUNT NUMBER: CalAtlantic Homes	PROPERTY ADDRESS: 1141 East Main Street
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input checked="" type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input type="checkbox"/> PRELIMINARY PLAN
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME: Al Eriksson		COMPANY: CalAtlantic Homes
MAILING ADDRESS: 1141 East Main Street		
CITY, STATE, ZIP: East Dundee, Illinois 60118		TELEPHONE: 847-812-1884
EMAIL: alan.eriksson@calatlantic.com		FAX:
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.		
Alan Eriksson PRINT NAME		VP of Land Development TITLE
 SIGNATURE		May 16, 2018 DATE
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED: _____	<input type="checkbox"/> COMPLETED	<input type="checkbox"/> INACTIVE
PRINT NAME: _____	<input type="checkbox"/> WITHDRAWN	<input type="checkbox"/> COLLECTIONS
SIGNATURE: _____	<input type="checkbox"/> OTHER	
DEPARTMENT ROUTING FOR AUTHORIZATION:	<input type="checkbox"/> COM. DEV.	<input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT A: LEGAL DESCRIPTION

PARCEL 2:

THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, 569.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 1062.70 FEET TO THE SOUTHERNMOST CORNER OF A TRACT DESCRIBED IN WARRANTY DEED FROM EDNA HALBESMA TO HANNAH GEIGER RECORDED IN BOOK 115 AT PAGE 241 ON DECEMBER 27, 1957; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 323.02 FEET; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 484.85 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF LEGION ROAD; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE AND SAID CENTER LINE EXTENDED, 1925.22 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 00 SECONDS EAST, 126.93 FEET TO THE LINE OF A FENCE EXTENDED FROM THE EAST; THENCE NORTH 88 DEGREES 15 MINUTES 14 SECONDS EAST ALONG SAID FENCE LINE AND ITS EXTENSION, 2723.16 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 219.34 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 125.77 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 157.59 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 438.00 FEET AND A CHORD BEARING OF NORTH 37 DEGREES 33 MINUTES 32 SECONDS EAST, AND ARC DISTANCE OF 7.40 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 232.50 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.99 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM AS SHOWN IN A PLAT RECORDED IN PLAT BOOK 5 ON PAGE 16 (NOW 'SLOT 303'); THENCE SOUTH 52 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM, 421.96 FEET TO A LIMESTONE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID OAK HILL FARM BEING ALSO ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 445.77 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9 WHICH IS 1533.84 FEET, AS MEASURED ALONG SAID EAST LINE NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 15 MINUTES 14 SECONDS WEST, A DISTANCE OF 392.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

ADDRESS	UNIT	COMMUNITY1	STATE	ZIP_CODE
7250 A ROUTE 47	A	YORKVILLE	IL	60560
7250 B ROUTE 47	B	YORKVILLE	IL	60560
7344 ROUTE 47		YORKVILLE	IL	60560
7311 S BRIDGE ST		YORKVILLE	IL	60560
7665 S BRIDGE ST		YORKVILLE	IL	60560
2207 KINGSMILL ST		YORKVILLE	IL	60560
284 BALTRUSOL CT		YORKVILLE	IL	60560
276 BALTRUSOL CT		YORKVILLE	IL	60560
268 BALTRUSOL CT		YORKVILLE	IL	60560
483 PARKSIDE LN		YORKVILLE	IL	60560
2229 KINGSMILL ST		YORKVILLE	IL	60560
2221 KINGSMILL ST		YORKVILLE	IL	60560
285 BALTRUSOL CT		YORKVILLE	IL	60560
2173 KINGSMILL ST		YORKVILLE	IL	60560
2184 KINGSMILL ST		YORKVILLE	IL	60560
500 PARKSIDE LN		YORKVILLE	IL	60560
1984 BANBURY AVE		YORKVILLE	IL	60560
1999 WESTON AVE		YORKVILLE	IL	60560
2241 KINGSMILL ST		YORKVILLE	IL	60560
2237 KINGSMILL ST		YORKVILLE	IL	60560
2233 KINGSMILL ST		YORKVILLE	IL	60560
2196 KINGSMILL ST		YORKVILLE	IL	60560
2204 KINGSMILL ST		YORKVILLE	IL	60560
7511 S BRIDGE ST		YORKVILLE	IL	60560
471 PARKSIDE LN		YORKVILLE	IL	60560
495 PARKSIDE LN		YORKVILLE	IL	60560
2225 KINGSMILL ST		YORKVILLE	IL	60560
2211 KINGSMILL ST		YORKVILLE	IL	60560
271 BALTRUSOL CT		YORKVILLE	IL	60560
293 BALTRUSOL CT		YORKVILLE	IL	60560
2178 KINGSMILL ST		YORKVILLE	IL	60560
1971 BANBURY AVE		YORKVILLE	IL	60560
1994 BANBURY AVE		YORKVILLE	IL	60560
7789 ROUTE 47		YORKVILLE	IL	60560
7775 A ROUTE 47	A	YORKVILLE	IL	60560
7775 B ROUTE 47	B	YORKVILLE	IL	60560
1981 BANBURY AVE		YORKVILLE	IL	60560
1991 BANBURY AVE		YORKVILLE	IL	60560
2212 KINGSMILL ST		YORKVILLE	IL	60560
9850 LEGION RD		YORKVILLE	IL	60560
4 BONNIE LN		YORKVILLE	IL	60560
3 BONNIE LN		YORKVILLE	IL	60560
12 BONNIE LN		YORKVILLE	IL	60560
16 BONNIE LN		YORKVILLE	IL	60560
13 BONNIE LN		YORKVILLE	IL	60560
24 BONNIE LN		YORKVILLE	IL	60560

23 BONNIE LN

YORKVILLE

IL

60560

EXHIBIT C – ORIGINAL PLANNED UNIT DEVELOPMENT
AGREEMENT (2000)

Revised April 24, 2000

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

MICHAEL WHEELER, ROBERT E. DAVIDSON, JR., AND GEORGE ENGEL
(COACH ROAD HILLS)
UNITED CITY OF YORKVILLE
PLANNED UNIT DEVELOPMENT AGREEMENT

NOW COMES "OWNERS", MICHAEL WHEELER, ROBERT E. DAVIDSON, JR., and GEORGE ENGEL, OWNERS of certain real property described in the attached Exhibit "A" and the United City of Yorkville, an Illinois Municipality who do hereby enter into this Planned Unit Development Agreement to supplement and in addition to the Petition for zoning, Zoning Ordinance, Subdivision Control Ordinance and drawings submitted therewith to be approved by the City Council of the United City of Yorkville upon the following terms and conditions and in consideration of the various agreements made between the parties agree as follows:

1. WHEREAS, each party agrees that it is in the best interest of the OWNERS and the City to develop the subject real property described in the attached Exhibit "A" as a Planned Unit development establishing an unique open space character with green areas and recreation improvements in conjunction with the United City of Yorkville City Council to provide for the orderly flow of traffic throughout the development; and
2. WHEREAS, each party agrees that it is in the best interest of the local governmental bodies affected and OWNERS to provide for specific performance standards in the development of

the subject property; and

3. WHEREAS, each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by developing said real property; and

4. WHEREAS, the original Developer had agreed to perform certain conditions substantially above those requirements made by the United City of Yorkville; such as increased landscape setbacks along State Route 47, the payment of additional Sanitary Sewer Recapture fees over and above what traditionally is charged by the City, Parkland Donations of land and equipment in excess of ordinance formulas, and other miscellaneous advances; which are binding under the terms of this Agreement to be performed as to the subject real property; and in consideration thereof:

NOW THEREFORE, the parties agree as follows:

A. The subject property shall be re-zoned under the Zoning Ordinance of the United City of Yorkville as a R-2 Single-Family Planned Unit Development parcel with each block of zoning set out in the attached Preliminary Plat as Exhibit "B" and zoning legal description as Exhibit "C", incorporated herein by reference showing the precise area to be zoned R-2 Single-Family District for Single-Family use; B-2 General Business District; and R-3 Townhouse zoning for the area being permitted for Townhouse only type zoning, and shall be developed in general conformance with this P.U.D., applicable City Ordinances as time to time amended in a non-discriminatory fashion as to all developments within the City of Yorkville to the extent any modification or creation of a new City Ordinance would cause an inability

to comply with any provision of the Agreement, the controlling document shall be this Agreement over any revision to the city Ordinances; and the approved Final Plat. The density, minimum lot size, setback lines and all other performance standards set out in the City Zoning Ordinance and City Subdivision Control Ordinance, and all other applicable City Ordinances shall be complied with by the Developer of the subject real property in the development of the subject parcel of real property, except when varied by this Agreement and as specifically set out in Exhibits "B" and "C" to this Agreement which have been incorporated herein by reference.

For purposes of developing said subdivision, Petitioners hereby request authority to build six different model unit groupings during the duration of the project. Model Homes shall be constructed in a defined area as approved by the City Economic Development Committee upon application and approval of Preliminary Plat and Final Engineering. Said units shall be located only in areas designated by the Petitioners with respect to model units. Signage, and exterior lighting for the model homes shall be permitted adjacent to the model unit areas for purposes of displaying product for sale. Directional signs and promotional signs shall be allowed only on private property of the interior of Coach Road Hills Subdivision. Petitioners shall be permitted to have temporary office trailers for sales purposes, at any model grouping upon execution of the Final Plat of Subdivision for Coach Road Hills by the City Council, for the unit of the subdivision in which the model unit is located and recording thereof with the Kendall County Recorder of Deeds for purposes of conducting sales on the site. OWNERS/DEVELOPER shall be entitled to erect two

temporary entrance sales signs not exceeding 16' by 20' of sign face, the total height of the sign not to exceed twenty feet, which shall be permitted until completion of the Subdivision on private property. Said office trailers shall be removed within sixty (60) days of the completion of the final construction of the model home group at each grouping. DEVELOPER shall further be allowed to have storage trailers on Phases of the Subdivision under construction. Said storage trailers shall be removed upon completion of home construction in each respective unit of the subdivision. In no event shall storage trailers be parked on right-of-ways; and shall be located at least 150' from any occupied building.

B. SPECIAL PLATTING CONDITIONS AND PARK DEVELOPMENT

SCHEDULING: The Park District Board and Petitioners have concluded an agreement satisfactory to that Board for the installation of certain park improvements. Those park improvements shall be completed as per the sketch design agreed to by the Yorkville Park Board, the Planned Unit Development Concept Sketch, the Preliminary Plat, and in conformance with the park standards approved by the Yorkville Park Board and attached hereto and incorporated herein as Exhibit "E".

The Petitioners shall complete all park improvements in each phase of the Subdivision as shown on said drawings with the completion subject to a letter of credit based upon the engineer estimates for the work to be performed. The Letter of Credit requirement for Parks in each Phase of said development shall be satisfied by tender of completed Park improvements and land dedicated by

OWNERS/DEVELOPER on each Phase of the Development as completed by OWNERS/DEVELOPER. All park exhibits are attached hereto and incorporated herein as part of this agreement and the obligation of OWNERS/DEVELOPER under no circumstances shall OWNERS/DEVELOPER be obligated to exceed the sum of \$595,768.00 as and for its contribution for parks improvements.

- 1). Donation of land, improvements, and park equipment to the Yorkville Park Board and City of Yorkville shall be as per the list of contributions agreed and as set out in Exhibit "E" dated April 17, 1996 and containing the identification of Design Network Inc. at the top of said document and construction to be equal to or in excess of the values stated therein. Exhibit "E" shall be proposed and incorporated herein by reference as to Park Land, to be donated to the City Park Improvements to be constructed by Developer; in the appropriate completed phases.
- 2) That the Owners and Developers shall dedicate to the United City of Yorkville for park purposes parcels as designated on the attached drawing (Exhibit "F") consisting of 7.43 acres and in conformance with the United City of Yorkville Land/Cash Ordinance. All areas dedicated for parks for which credit is being given towards land-cash contributions shall be final graded and seeded; and shall contain at least 100% of useable land exclusive of detention areas beyond the 100 year flood plain. Said real property shall be dedicated by Deed to the United City of Yorkville at the time that any developer seeks approval of a Final Plat of Subdivision for the First

Phase/Unit within the entire real property being developed. Acceptance of seeded areas shall be contingent upon three separate mowings showing all seeded areas to be filled in, prior to the Park Board accepting maintenance responsibility of said seeded areas. Any Developer constructing a detention facility shall be responsible for its maintenance to the City until acceptance by the City. Acceptance or rejection shall occur by the City within 30 days of submission of a Letter by Developer or his Agent requesting approval. The detention areas designated on the Preliminary Plats as ____ and ____ Acres shall be maintained by Owners and Developer, and ownership remain with them. The Petitioners reserve the right to seek dedication of said areas to the City after completion.

- 3) The Petitioners, and their successors, heirs, and assigns shall have the right to have home offices, exterior swimming pools, satellite dishes, greenhouses, screened-in porches and gazebos pursuant to our City of Yorkville Zoning Ordinances and accessory uses permitted within residential zoning districts in conformance with all set-back requirements and usage requirements as contained in the Zoning Ordinance currently in existence as of the date of approval of this Planned Unit Development Agreement.
- 4) a) The Commercial area shall have an emergency access easement platted into the Townhome loop established on the Final Plat of Subdivision in the Phase of the Subdivision for which the Townhome Final Plat is recorded.

OWNERS/DEVELOPER shall further be entitled to a variance in the height restrictions required for commercial buildings, to allow a building housing a maximum height as determined by the Bristol-Kendall Fire Protection District or 42' at the midpoint of the roof, whichever is less, for purposes of having a two-story banquet facility.

- b) Developers shall be granted zoning allowing for the application for a liquor license for a restaurant/banquet facility; and be allowed to apply for an arcade/game room machine license so long as it is in conformance with the applicable City Ordinance and State Licenses and Regulations, exclusive of distance requirements and not present within areas serving alcohol.
- 5) The Townhouse portion of the development shall have the following performance standards:
- Suburban Roll Curb
 - 25' Building Front yard Setbacks.
 - Cul-de-sac center islands shall be permitted on Townhouse Streets to be maintained by the Developer or his Homeowners Association for the Townhouse Association into perpetuity
 - Maximum cul-de-sac length of 900'
 - 2 Car Garages shall be required on all Townhouse units.
 - Front Facade, first floor shall consist of brick or stone veneer.
 - Entrance gate features to be maintained by the Townhome Homeowners Association
- 6) A 10' wide Regional Trail shall be installed adjacent and parallel with the Commonwealth Edison property running generally north to south through the subject COACH ROAD HILLS PUD. The United City of Yorkville shall

cooperate in obtaining from Commonwealth Edison an easement for said bike trail. OWNERS/DEVELOPERS shall reimburse the City for the cost of any easement acquisition. In the event Commonwealth Edison will permit the location of said trail on their subject real property pursuant to an earlier Easement Agreement with the United City of Yorkville, said trail may be installed pursuant to that easement. In the event it is not permitted on the Commonwealth Edison property, Developer shall provide the dedication of said easement on its property parallel to the Commonwealth Edison property. The material surface of said pathway shall be constructed and consist of a 10' wide asphalt trail, and a typical cross-section shall be submitted with final engineering by Developer to the City, showing 3" asphalt on 8" of aggregate under the asphalt.

- 7) Developer agrees to install a 10 foot wide asphalt trail (with 3" asphalt on 8" aggregate) around the central wetland area in conformance with its Parkland dedication.
- 8) Street and parkway trees shall be of a 2½ inch minimum caliper and shall be installed within six months of the installation of driveways for each residence or the common drive for any Townhouse portion of the development, as per approved landscape plan for each phase of the subdivision. Petitioners may increase the amount of landscaping in any respective unit of said subdivision in excess of those requirements of the City of Yorkville Ordinance and may add additional plantings, but not less plantings, than those required under the

Planned Unit Development Concept Plan, a copy of which is attached hereto and incorporated herein as Exhibit "D".

- 9) Installation of City water main, streets and all other public improvements shall be in conformance with City Ordinances, unless specifically varied by approval of the City Council or varied by the terms of this Agreement. The City may require oversizing of water, sanitary sewer, or storm sewer mains provided a written agreement is approved by the City fixing a method of recapture for OWNERS/DEVELOPER or contribution by the City..
- 10) For purposes of installing and servicing the subject property with a Sanitary Sewer System, Developer shall be permitted to hookup Units of said Subdivision not exceeding a combination 177 single-family and/or townhouse units to the southwest interceptor of the City of Yorkville located within the existing right-of-way of State Route 47 and immediately west thereof. Recapture is due for said Sanitary Sewer System on the basis of \$2,350.00 per acre for any commercial development that hooks on to said system, and at the rate of \$235.00 per p.e. for each residential unit hooked onto said system, plus 6% interest per annum, as per City of Yorkville Resolution 95-12. Payment for said recapture is due at the time of application for building permit for any respective structure to be served by the southwest interceptor. Developer of COACH ROAD HILLS, agrees to provide a lift station and piping at its sole expense in order to connect to that southwest interceptor for the first unit of said to be Subdivision as approved

in the Final Engineering Plans submitted by Developer prior to approval of the Final Plat of the first unit or phase of said subdivision.

Developer acknowledges and agrees that connection to the gravity Interceptor running to the treatment plant, parallel with the abandoned railroad line, shall be made no later than completion of the 177th building permit in said Subdivision or in the next unit or phase platted after the availability of the new gravity sanitary sewer interceptor to the sewage treatment plant, whichever is first to occur. No additional building permits will be issued until said gravity interceptor to the treatment plant is operational. It is anticipated by the City and Developer that all future Sanitary Sewer services shall be provided by a Sanitary Sewer Interceptor to be constructed east of Route 47, to the treatment plant, as defined by the City for purposes of providing a new Sanitary Sewer Interceptor for the service area in which the subject real property of COACH ROAD HILLS is located.

Developer acknowledges and voluntarily agrees with the City that a Recapture Agreement will be required from all Developers east of Route 47 who will use the new interceptor to be constructed for Sanitary Sewer purposes. Said recapture shall be charged on a non-discriminatory basis to OWNERS/DEVELOPER of COACH ROAD HILLS, as well as any other Developer or Owner who seeks Sanitary Sewer Service within the service area to be served by the new interceptor for Sanitary Sewer Services east of Route 47. Recapture shall be calculated on a per p.e. basis for the new line

and shall be charged by agreement with Developer and the City for all Units in the first Phase of COACH ROAD HILLS and all subsequent phases for the new interceptor line, even though Developer is on a temporary basis hooking-on to the existing Southwest interceptor for the first phase of said development. Said recapture for the south sanitary sewer interceptor and River Crossing Ordinance Fee shall be paid for all platted lots within a Phase or Unit of Coach Road Hills, upon issuance of each individual dwelling unit permit of each respective Phase or Unit of Coach Road Hills Subdivision. In consideration of Developer paying for recapture on each sanitary sewer line, the City of Yorkville sanitary sewer hook-up fees as to COACH ROAD HILLS DEVELOPMENT shall be in conformance with current city ordinance in existence at the date of approval of this agreement by the Yorkville City Council, for each residential dwelling unit throughout the life of the development of the subject property.

- C. That the Developer shall contribute to the Yorkville School District cash contributions in lieu of land contributions in conformance with the City of Yorkville Land/Cash Ordinance as in existence at the date of approval of this Agreement, the Developer shall provide written verification from the School District concerning all cash donations. Park portion of OWNERS/DEVELOPER'S contributions will be satisfied by Park Dedication and Park improvements.
- D. That the development of the property shall be subject to Preliminary Plat approved May 23, 1996, Engineering approval by City Staff, or outside Review Engineering

as elected by the City, and Final Plat approval by the City Council in conformance with the City of Yorkville Zoning Ordinance #73-56A, as amended, Subdivision Ordinance #94-34, the Standard Specifications for Improvements as amended, City Reimbursement Of Review Ordinance #96-31, City Land-Cash Ordinance #96-3, City Transition Fee Ordinance #93-24, and Development Fee Ordinance #90-24. The exact schedule for each of the above referenced Ordinances attached hereto and incorporated herein as Exhibit "F". All fees, but school Land-Cash and building permit are being set for the duration of this Agreement as of the date of final vote for approval by the City Council. In the event this Agreement conflicts with an Ordinance, the Agreement and Plats of said subdivision shall control.

Developer, except to the extent varied by this Agreement, shall comply with all setback requirements, minimum lot sizes and in conformance to those requirements set out in the United City of Yorkville's Zoning Ordinance at the time of passage of Preliminary Plat of the subdivision on May 23, 1996. Any change in City of Yorkville Zoning Ordinance, Subdivision Control Ordinance, City reimbursement of Review Ordinance, City Land-Cash Ordinance, City storm Water Control Ordinance, and City Transition Fee enacted subsequent to the execution of this Agreement which shall alter minimum lot sizes, setbacks, performance standards on this development, shall not affect or apply to this Agreement and development. However the developer shall comply with all fee requirements or other Ordinance changes at the time of Final Platting of any phase. Developers will be bound by any subsequent changes in BOCA building codes, BOCA building material changes and

the like that may be enacted by the City, so long as the same are applied in a non-discriminatory manner throughout the City.

Petitioners shall be permitted, at their expense, to install for landscape and aesthetic purposes a white vinyl simulated board fence, not to exceed 42" in height parallel with the east right-of-way of Illinois State Route 47, so long as the same is constructed on either common ownership property of the Homeowners Association for said subdivision, or in the alternative, on private property with an easement granted to the Homeowners Association for maintenance thereof.

- F. 1) That the development plan shall contain green area/berming along Route 47 and bordering the subject parcel, in a landscape area for which Developer shall submit a drawing to be approved by the City Council containing a landscape setback area of at least 30 feet as a rear-yard setback area in areas of the subject property zoned R-3, along State Route 47 pursuant to the approved Preliminary Plan of subdivision, which shall be constructed by OWNERS/DEVELOPER in each Phase of the subdivision in which it is located.
- 2) Individual Homeowners may be allowed to construct swimming pools, greenhouses, satellite dishes, screened-in porches or gazebos in their backyards subject to accessory building limitations and set-back provisions as set out in the City of Yorkville Zoning Ordinances as in effect at the time of execution of this Agreement.

- G. That no fencing, house structure, or accessory buildings shall be permitted on any landscape setback area in said Subdivision by Developer or any owner except as set out in the Preliminary Plan approved by the City. Homeowners may plant shrubbery, flowers or trees in bermed areas.
- H. That no homeowner, or their agent, or employee shall alter in any fashion, any berming, landscape setback area, drainage or detention area within any easement area of said Subdivision. Developer shall submit a mass-grading plan to the City Engineer for the entire Subdivision, as well as Final Engineering for the entire subdivision prior to the time approval is sought for the first Phase of the Subdivision.
- I. It is anticipated that all detention facilities will be installed on Homeowner Association maintained property, or on land dedicated to the Park District. In the event any inlet or other drainage facility is located on private property, each individual lot owner shall be responsible to maintain all berming, set-back area, or detention area located within the property boundaries of any individual lot within said Development, and that homeowners shall not, fill in, build on, or alter in any way the detention facilities.
- J. That a Homeowners Association shall be created and a Homeowners Declaration recorded prior to the passage of each affected Final Plat of subdivision by the City Council of the United City of Yorkville providing for the ownership and maintenance of all internal trails/sidewalk, green areas not dedicated to the City for park purposes, signage and common areas. It being the intent of the City and OWNERS/DEVELOPER that Park District will accept dedication of trails and

certain open-space acres upon completion. In the event said Association fails to maintain said areas, the Owners and Developers hereby grant their consent to the United City of Yorkville to immediately create a Special Services Tax Area under or applicable Illinois Statutory procedure, a Special Tax District or Special Services area for the purpose of upkeep, maintenance and/or renovation of these common areas above set-forth at the time the first Final Plat of Subdivision is sought to be approved.

- K. That Developer shall pay to the United City of Yorkville, a development fee equal to the amount required by Ordinance at the time of building permit issuance, for each Residential Dwelling Unit built in said subdivision to the United City of Yorkville, and for each residential Dwelling Unit to the Yorkville Community School District 115 in conformance with then in force City Ordinances. The time of payment of said development and transition fees shall be made at the time of issuance for each respective building permit. Said fees are being paid voluntarily and with the consent of Owners and Developers as a matter negotiated between the parties and on a matter of a contract voluntarily entered into between the parties in the form of this Agreement. For purposes of the Multi-family units specified within this Agreement, each individual townhouse, condominium, or other designated unit shall be treated as a dwelling unit as is required to be offered for sale as individual units upon the initial sale from the developer/builder to encourage individual owner-occupation of said units.

- L. State Route 47 access for said subdivision and improvements shall be constructed at expense of developer. Location of the entrance shall be in conformance with the Preliminary Plat approved by the City, and completed pursuant to engineering drawings submitted by Developer which shall be approved by Illinois Department of Transportation. Location of the entrance may be moved if directed by the Illinois Department of Transportation. If such a modification is needed or required, Developer shall be granted a variance to comply with Exhibit "D". Engineering requirements by the United City of Yorkville shall in accordance with reasonable standards and practices.
- M. 1) Petitioners and City agree that in order to secure the development of the subject property, easements may be necessary to be acquired by Developers off-site of the subject property for dedication to the United City of Yorkville. The City makes no representation or warranty to the Petitioner as to the acquisition of said easements although the City shall co-operate and use its best efforts with the Developer to acquire the same.
- 2) Easement acquisition shall be at the sole cost and expense of Developer. It shall submit plats of dedication for utility easements in the format and over locations accessible for reasonable extension of utilities to be approved by the City Engineer.
- 3) Installation of all on-site utility improvements, and extension of off-site utilities shall be at the sole expense of the Developer.

- 4) The City agrees to negotiate with Developer the passage of a Recapture or Over-Sizing Ordinance for any off-site improvements, or on-site improvements benefitting future developers contiguous or within a reasonable service area of the subject parcel. Any Recapture shall be done by Ordinance after the City has reviewed Engineers drawings submitted by Developer, and approved by a majority vote of the City Council.
- N. If signalization is required by the Illinois Department of Transportation at any highway cut onto Route 47, Developer shall be required to pay 100% of any non-IDOT share of the cost of any such signalization.
- O. The Planned United Development being approved as part of this Agreement shall be constructed in substantial conformance with this P.U.D., City Ordinance and the approved Final Plats, and Final approved Engineering for said Subdivision. Deviations from that Agreement shall be allowed only if approved by majority vote of the City Council.
- It is acknowledged by each party that Exhibit "D" is a concept sketch, and that upon Final Plat and Engineering Review modifications in sizes and the like may have to be made in order to comply with the performance standards of the text of the Agreement or in compliance with the above referenced City Ordinances.
- P. Now OWNERS/DEVELOPER shall be permitted to modify the frontage requirement of lots in the second or third phase of the development so as to provide a 66' right-of-way, dedicated to City of Yorkville, to the adjoining real property to the real property described in the attached Exhibit "G" in the vicinity of Lot 73, as shown on the

Preliminary Plan. The stub street to the east shall not be required to be built by OWNERS/DEVELOPER, and shall be the exclusive financial responsibility of the owner of the adjoining real property to the east at the time that property is developed.

- Q. 1) The Exhibits attached to this Agreement are incorporated herein by reference and are made a part of this Agreement.
- 2) Ordinances annexing the subject property and approving the zoning classification and legal description of each Block corresponding to a zoning class as set out as Exhibit "B" shall be approved and executed by the City when the precise metes and bounds legal descriptions are tendered to the City.
- R. This agreement shall be binding upon the successors, heirs, and assigns of each party hereto.
- S. If any portion of this agreement were determined to be invalid the remaining portions thereof shall be in full force and effect between Developer/owner(s) and the City.
- T. This agreement shall be binding upon each party hereto in terms of performance for a period of fifteen years. In the event construction is commenced within said fifteen year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the City and Developer-Owners.
- U. Passage of this Agreement does not waive the right of Petitioner to seek modification of this Agreement pursuant to the United City of Yorkville Zoning Ordinance.

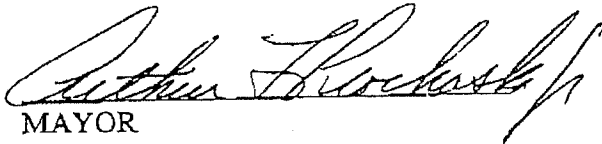
V. The parties to this Agreement acknowledge that the current OWNERS of the subject parcel of real property, MICHAEL WHEELER, ROBERT E. DAVIDSON, JR., and GEORGE ENGEL, in all likelihood will not be the actual developers of the real property. The parties further acknowledge that the specific terms of the P.U.D. Agreement were negotiated with the consent of the OWNERS to be binding as to the development of the subject real property, but the terms placed no affirmative duty on the part of the current OWNERS to develop or improve the same.

The parties acknowledge and agree that the subject real property shall be developed in conformance with this Agreement; and that throughout this Agreement, when the terms "Developer", "Petitioner", or "Owners" are used to require the performance of an act or obligation, it shall refer to the Owner or Developer then seeking approval of Final Engineering, Final Plats of Subdivision or any other act required hereunder; and not the original OWNERS of said real property, MICHAEL WHEELER, ROBERT E. DAVIDSON, JR., and GEORGE ENGEL.

IN WITNESS WHEREOF the undersigned parties have executed this agreement this 8th

day of June, 2000.

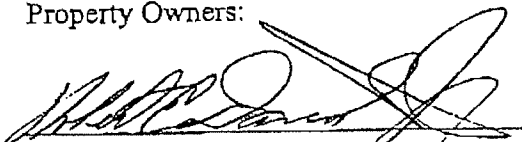
UNITED CITY OF YORKVILLE


MAYOR

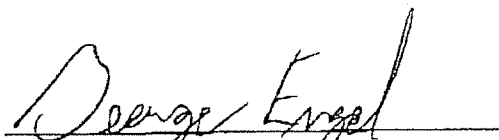
ATTEST:


CITY CLERK

Property Owners:


ROBERT E. DAVIDSON, JR.


MICHAEL WHEELER


GEORGE ENGEL

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT LIST

- A. Legal Description
- B. Preliminary Plat
- C. Zoning Legal Description
- D. Planned Unit Development Concept Plan
- E. Park Improvements Sketch
- F. City of Yorkville Ordinances
 - Zoning Ordinance #73.56A
 - Subdivision Ordinance #94.34
 - Standard Specifications for Improvements
 - City Reimbursement of Review Ordinance #96.31
 - City Land-Cash Ordinance #96.3
 - City Transition Ordinance #93.24
 - Development Fee Ordinance #90.24
- G. Legal Description of Adjoining Real Property

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200300002279
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-23-2003 At 02:37 pm.
ORDINANCE 44.00

ORDINANCE NO. 2002 - 50

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
FIRST AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT OF
MICHAEL WHEELER, ROBERT E. DAVIDSON, JR.,
AND GEORGE ENGEL, OWNERS,
WISEMAN-HUGHES ENTERPRISES, INC.,
AN ILLINOIS CORPORATION, DEVELOPER
(COACH ROAD HILLS SUBDIVISION
N/K/A WINDETT RIDGE SUBDIVISION)**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain First Amendment to Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said First Amendment to Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the

execution of said First Amendment to Planned Unit Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, a First Amendment to Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which First Amendment to Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON

VALERIE BURD

LARRY KOT

ROSE SPEARS

JOSEPH BESCO

PAUL JAMES

MARTY MUNNS

RICHARD STICKA

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

20th day of April, A.D. 2002.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

20th day of March, A.D. 2007.

Attest: 
CITY CLERK

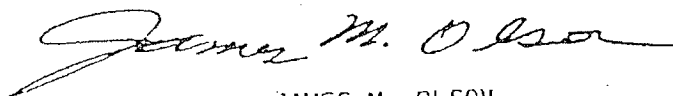
Prepared by and return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT "A"

State of Illinois:
:SS
County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Registered Land Surveyors, have surveyed that part of Section 9, Township 36 North Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 9; thence southerly along the West Line of said Northwest Quarter, 569.20 feet to the center line of Illinois State Route No. 47; thence South 35°00'00" East, along said center line, 1062.70 feet to the southernmost corner of a tract described in a Warranty Deed from Edna Halbesma to Hannah Geiger recorded in Book 115 at Page 241 on December 27, 1957; thence South 35°00'00" East, along said center line, 323.02 feet; thence North 56°20'00" East, 755.43 feet; thence North 49°38'57" East, 525.07 feet to the southwesterly line, as occupied, of the Oak Hill Farm as shown in a plat recorded in Plat Book 5 on Page 16 (now "Slot 303") for the point of beginning; thence South 49°38'57" West, 525.07; thence South 56°20'00" West, 755.43 feet to said center line; thence South 35°00'00" East, along said center line, 484.85 feet to its intersection with the center line of Legion Road; thence South 35°00'00" East, along said Illinois State Route No. 47 center line and said center line extended, 1925.22 feet; thence South 16°45'00" East, 126.93 feet to the line of a fence extended from the east; thence North 88°15'14" East along said fence line and its extension, 3115.46 feet to a point on the East Line of the Southeast Quarter of said Section 9, which is 1533.84 feet measured along said East Line) northerly of the Southeast Corner of said Southeast Quarter; thence North 00°02'46" West, along said East Line, 445.77 feet to a limestone monument at the southeasterly corner of said Oak Hill Farm; thence North 52°55'31" West, along the southwesterly line, as occupied, of said Oak Hill Farm, 3591.35 feet; thence North 16°53'04" West, along said southwesterly line, as occupied, 655.46 feet to the point of beginning (excepting therefrom the 50 foot wide right-of way conveyed to the Fox and Illinois Union Railway Company recorded in Deed Record 66 at Page 287) all in Kendall Township, Kendall County, Illinois and containing 163.522 acres as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois January 17, 1990



JAMES M. OLSON
Illinois Registered Land Surveyor No. 2253
JAMES M. OLSON ASSOCIATES, LTD.
107 West Madison Street
Yorkville, Illinois 60560
(708)553-0050

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

November 26, 2002

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE,
A MUNICIPAL CORPORATION, AND
MICHAEL WHEELER, ROBERT E. DAVIDSON, JR.,
AND GEORGE ENGEL, OWNERS,
WISEMAN-HUGHES ENTERPRISES, INC.,
AN ILLINOIS CORPORATION, DEVELOPER
(COACH ROAD HILLS SUBDIVISION, N/K/A WINDETT RIDGE SUBDIVISION)**

NOW COMES the UNITED CITY OF YORKVILLE, a Municipal Corporation, located in the County of Kendall, State of Illinois, hereinafter referred to as "CITY ", MICHAEL WHEELER, ROBERT E. DAVIDSON, JR., AND GEORGE ENGEL, hereinafter referred to as "OWNERS", and WISEMAN-HUGHES ENTERPRISES, INC., an Illinois Corporation, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H

WHEREAS, a Planned Unit Development Agreement was entered into by and between OWNERS and the CITY on June 8, 2000 providing for the zoning and general plan of development for certain real property which at that time was located within the boundaries of the CITY; and

WHEREAS, DEVELOPER has entered into a written agreement to purchase the real property which is the subject matter of said Agreement comprising approximately 163.522 acres, more or less; and

WHEREAS, OWNERS are in agreement with DEVELOPER to enter into an Amendment to said Planned Unit Development Agreement that shall become effective in the event DEVELOPER, WISEMAN-HUGHES ENTERPRISES, INC., completes its obligation to purchase the above designated Parcels from OWNERS; and

WHEREAS, the CITY through its City Council, and Staff review of the proposed First Amendment to the Planned Unit Development Agreement presented by DEVELOPER wishes to enter into this First Amendment to the Planned Unit Development Agreement; and

WHEREAS, in mutual consideration of DEVELOPER purchasing the subject real property from OWNERS, and the CITY agreeing to certain Planned Unit Development Agreement amendments with DEVELOPER which inure exclusively to the mutual benefit of each party hereto, the parties do agree to enter into the following First Amendment to Planned Unit Development Agreement:

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

- 1) INCORPORATION OF RECITALS: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as part of this Agreement.
- 2) REAL PROPERTY AFFECTED: This First Amendment shall affect only the terms, conditions, and general development plan as set out in the original Planned Unit Development Agreement of June 8, 2000 which are specifically referenced herein. This First Amendment to Planned Unit Development Agreement shall only become effective in the event DEVELOPER, WISEMAN-HUGHES ENTERPRISES, INC., completes its obligation to purchase the above designated Parcels from OWNERS.

- 3) AMENDMENTS: The below designated paragraphs of the original Planned Unit Development Agreement of June 8, 2000 are hereby modified as follows:

A. Existing Zoning

R-3 Townhouse Zoning: R-3 Townhouse zoning is hereby revoked and amended in existing Exhibit "C" and is to be rezoned by City Ordinance approving this Agreement to R-2 Single Family District.

B-2 General Business District for 3.93 acre: Paragraph A and zoning Exhibit "C" of the original Planned Unit Development Agreement are modified to provide 5 acres of B-2 zoned area. Developer shall provide a front yard setback of thirty feet (30'). Access to the commercial site will be from Route 47 and/or the southern entrance road. The City agrees to support Developer's application to IDOT for the aforementioned access points.

B-5 Townhouse Standards: Paragraph 5B of the original Planned Unit Development Agreement is hereby revoked.

Regional Trail: The public bike path constructed on the parcel adjacent to the Com Ed right-of-way shall be dedicated to the City of Yorkville. The Developer agrees to contribute fifty percent (50%) of the cost of constructing said bike path. In addition, the Developer agrees to construct a ten foot (10') wide limestone screenings private path around the detention area, as shown in the Final Plan.

B. Open Space:

- (i) Total value of land and improvements to be reduced from \$595,000.00 to \$562,000.00, based on the Developer's reduction in density for the project.

- (ii) The land/cash contribution, which will include 7.4 acres of park along the southern property boundary and 3.4 acres of bike path for a total of 10.8 acres of land, satisfying the land-cash ordinance.
- (iii) Developer agrees to contribute the sum of \$50,000.00 for the construction of a "tot lot" on the southern park site, to be constructed by the City within one year of payment of said \$50,000.00. Said payment to be made prior to the time of recording of the final plat for Unit 2.
- (iv) City agrees to accept ownership and maintain the bike path and the southern park site.
- (v) The aforementioned land donation and the contribution for the construction of the bike path, limestone screenings path, and the tot lot shall fully satisfy Developer's park obligations.

C. Performance Standards for R-2 One Family Residence District

Model Home Groups: Paragraph A is hereby modified to permit DEVELOPER to have one (1) model group not exceeding eight (8) homes. Construction may commence upon final City Council vote approving this Agreement when aggregate stone surface is in place, upon submission of hold harmless letter to CITY and the Kendall-Bristol Fire Protection District. Prior to issuance of occupancy permits for the model homes, water shall be made available within 300' of said homes. The exact location of the model group shall be as designated on the Planned Unit Development Preliminary Plan incorporated herein as Exhibit "A".

Temporary Sales/Office: A temporary Sales/Office structure shall be permitted, to be removed by DEVELOPER when 95% of the occupancy permits are issued by the CITY. Prior to construction or installation of the sales/office trailer, Developer shall submit a Landscape Plan for the temporary office. Furthermore, the parking lot must have a hard surface before occupancy is permitted. Also permitted are two (2) signs, 120 sq. ft. each, to advertise the project with locations to be approved by the City Zoning Officer. One sign shall be removed upon completion of the entry monument and subdivision sign.

Developer shall be permitted cul-de-sacs up to 900 feet in length as shown on the Preliminary plan (Exhibit "A").

On lots that are 80 feet in width, the side yard setback shall be nine (9) feet when the lot is improved with a three-stall garage. Said side yard setback shall apply to a maximum of 197 lots.

Performance Standards for B-2 General Business District

As to the area zoned B-2 General Business District, the Developer shall include architectural standards with masonry, cut block, split face block, glass, or EIFS for the exterior of the buildings constructed in said area. The B-2 General Business District shall further be bound by the terms of City Ordinance #2000-48 in providing buffering between the residential and non-residential units.

- D. Landscape Buffer: The Landscape buffer parallel with Illinois State Route 47 to be increased to fifty feet (50') in width where adjacent to residential areas. The commercial property shall be landscaped in accordance with Ordinance 2000-48.

Developer shall submit together with its Preliminary Landscape Plan, a site plan showing location, profile, and building type of its entryway site plan and monuments.

Preliminary Landscape: A new Landscape Plan, to be approved by the City Council upon recommendation by the City Planner, shall contain agreed upon buffering between open space areas and the adjacent farm land usages.

- E. All commercial height restrictions shall be as permitted by the City Zoning Ordinance.
- F. Contributions, Payments and Fees: DEVELOPER shall submit a traffic study for approval by the City Engineer. The DEVELOPER reserves the right to obtain a Recapture Agreement and Recapture Ordinance for fifty percent (50%) of the associated expenditures to the extent other properties benefit from any said traffic improvements on Route 47, and excluding any proportionate benefit to DEVELOPER's real property

Developer agrees to prepay the City's water connection fee of \$800.00 per house for the first 100 homes at the time of recording of the first final plat for any portion of the Subject Property. Such payment shall be used towards the construction of a water tower and booster station to serve the Subject Property within three (3) years of payment. The City shall use its best efforts to acquire the funds to construct the water tower proposed on the south side of the Fox River serving the zone in which the Subject Property is located. In the event a water tower is not constructed within the time frame set out, the funds contributed by Developer shall be held in an encumbered account for this express purpose of water tower construction, and the

City will provide as warranted in its earlier Annexation Agreement covering the Subject Property water service to the Subject Property.

Developer shall be entitled to receive 200 water taps prior to the completion of the water tower and booster station. If additional funding is not available to the City, the Developer shall, at the request of the City, prepay an additional 100 water taps at the recording of the final plat for Unit 2.

Developer agrees to voluntarily pay \$1,500.00 per home for a School Transition Fee for the first 140 homes and \$3,000.00 per home for the remaining 140 homes. Such payment shall be at the time of building permit issuance.

The Developer agrees to prepay to the City the development fee for the municipal building fund of \$150.00 per house for one-half of the homes in the subdivision at the time of recording of the first final plat of subdivision, and the remaining one-half to be paid at the time of the recording of the second final plat.

- G. Sanitary Sewer Recapture: The Developer agrees to pay the City's Sanitary Sewer Improvement Fee of \$1,800.00 per house and the River Crossing fee of \$122.50 per house at the time the first final plat is recorded for any portion of the Subject Property. The City agrees to use its best efforts to provide sanitary sewer capacity for the entire development within three (3) years of receipt of said payment. In the event the City is unable to provide an acceptable method of financing the balance of the sanitary sewer expansion cost for over-sizing the sanitary sewer mains necessary to provide sanitary sewer service to the area south of the Fox River, the City shall be relieved of its obligation to warrant sanitary sewer service for the entire subdivision under the terms of this agreement.

Further, if the City requests an additional sum of up to \$170,000 for the sanitary sewer system from the Developer, the City agrees to repay any such additional advancement within ten (10) years of receipt. All fees shall be used to provide off-site improvements to serve the Subject Property with sanitary sewer.

All other fees set out in the existing Agreement, paragraph 4B(10), shall remain in full force and effect.

The City agrees to allow up to 44 homes, located between Route 47 and the Commonwealth Edison power line parcel, to connect by gravity service to the existing Route 47 Sanitary Sewer Interceptor on a permanent basis, subject to engineering approval.

Up to 177 homes may be served on a temporary basis by a pump station and force main to the Route 47 Sanitary Sewer Interceptor until the Commonwealth Edison Interceptor is available to serve that portion of the Subject Property.

H) The Planned Unit Development Preliminary Plan of the development attached hereto and incorporated herein as Exhibit "A" is hereby approved by the CITY subject to engineering review.

I) PHASING OF FUTURE FINAL PLATS: DEVELOPER shall be permitted to phase future Final Plat approval for the real property subject to this Agreement.

(i) GENERAL DEVELOPMENT STANDARDS: DEVELOPER hereby agrees to include Kendall County "Right to Farm Easement" language attached hereto and incorporated herein as Exhibit "B" on each Final Plat of Subdivision, and as part of the conveyance language on each Deed for lots abutting County agricultural zoning.

- (ii) Developer shall be permitted to have detention for common areas within the portion of the site zoned for residential purposes. Developer shall create a separate Homeowners and Business Owners Association for maintenance of said detention areas and shall allocate said costs to the Association.
- (iii) In order to provide for the maintenance of open space, Developer agrees to execute a consent to the creation of a Special Tax Service Area and have approved Ordinance encumbering all property of said subdivision in the event the homeowners and/or business owner's association for Coach Road Hills Subdivision fails to carry out its (their) maintenance responsibilities.
- (iv) Upon City approval of this Agreement, the Developer may request and the City shall issue a Mass Grading Permit to allow the Developer to immediately proceed with the mass grading work in Unit 1 of the subdivision so long as the Developer follows the NPDES permit requirements.

It is understood by Developer that there may be changes from the preliminary to final engineering which could affect the mass grading. Any costs associated with such changes shall be borne by the Developer with no recourse to the City. It is wholly incumbent on the Developer to assess the potential risk of such changes and mitigate any additional costs.

- J) AUTHORIZATION OF AMENDMENT: OWNERS and DEVELOPER warrant that the parties hereto have full and express authority to enter into an Amendment of the original Planned Unit Development Agreement dated June 8, 2000 to which this Amendment is appended pursuant to that Agreement.

K) RATIFICATION: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development Agreement have been amended herein, all other terms of the original Planned Unit Development Agreement dated June 8, 2000 are hereby ratified, re-published, and reconfirmed between the parties hereto and remain the agreement of the parties. Both OWNERS and DEVELOPER warrant that DEVELOPER shall stand in the position of a successor and assignee of OWNERS as to all rights accruing under the original Planned Unit Development Agreement.

L) All parties agree that a new Planned Unit Development Preliminary Plan incorporated herein as Exhibit "A" is hereby adopted as part of this Amendment.

M) SEVERABILITY: Should any provision of this Annexation Amendment be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of this First Amendment to Planned Unit Development Agreement as well as the original Planned Unit Development Agreement dated June 8, 2000 shall remain in full force and effect.

N) Notice until further notice shall be provided at the following addresses:

CITY: City Clerk
United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Copy to: Attorney Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560

OWNERS: Michael Wheeler
96 Timberlake Tr.
Oswego, IL 60543

Robert E. Davidson, Jr.
244 Jeter Rd.
Plano, IL 60545

George Engel
P.O. Box 3636
Oak Brook, IL 60522-3636

DEVELOPER:

Wiseman-Hughes Enterprises, Inc.
975 E. 22nd St.
Wheaton, IL 60187

Copy to: Attorney John Philipchuck
Dommermuth, Brestal, Cobine & West, Ltd.
111 W. Downer Pl., Ste. 300
Aurora, IL 60506

- O) TIME IS OF THE ESSENCE: Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Amendment shall be performed in a timely manner by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to Planned Unit Development Agreement this 25th day of November, 2002.

CITY:
UNITED CITY OF YORKVILLE

DEVELOPER:
WISEMAN-HUGHES ENTERPRISES, INC.

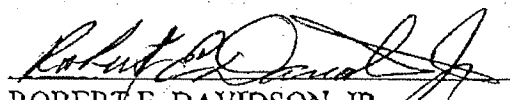
By: [Signature] By: [Signature]

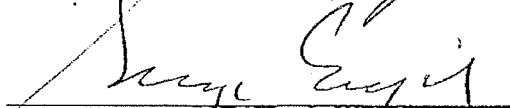
Attest: [Signature] Attest: [Signature]

Dated: November 26, 2002 Dated: November 26, 2002

OWNERS:


MICHAEL WHEELER


ROBERT E. DAVIDSON, JR.


GEORGE ENGEL

Dated: November 27, 2002

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

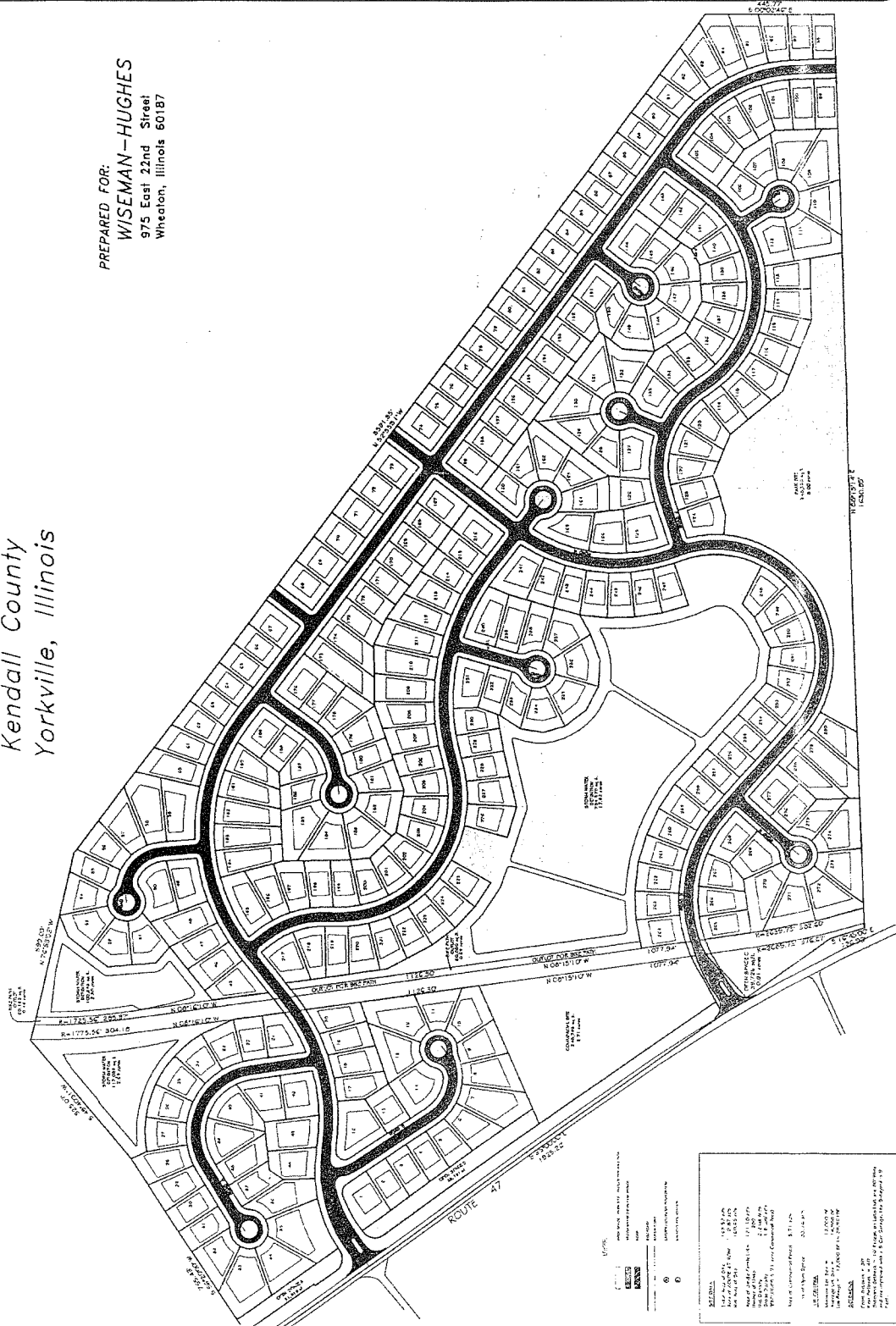
KENDALL COUNTY RIGHT-TO-FARM STATEMENT

NOTICE:

Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

Kendall County
Yorkville, Illinois

PREPARED FOR:
WISEMAN-HUGHES
975 East 22nd Street
Wheaton, Illinois 60187

[illegible]



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DEBBIE
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KENDALL COUNTY, IL

RECORDED: 8/29/2013 10:37 AM
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PAGES: 36

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

ORDINANCE NO. 2013-51

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT AGREEMENT
(Windett Ridge Subdivision)

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 27th day of August, 2013

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

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on August 28, 2013.

Ordinance No. 2013- 51

**AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT AGREEMENT**
(Windett Ridge Subdivision)

WHEREAS, Michael Wheeler, Robert E. Davidson, Jr. and George Engel (the “*Original Owners*”) entered into a Planned Unit Development agreement with the United City of Yorkville, Kendall County, Illinois (the “*City*”), dated June 8, 2000, which contemplated the development of approximately 163.522 acres for both residential and commercial uses (the “*Subdivision*”), which Planned Unit Development Agreement was amended November 26, 2002 (the “*First Amendment*”) whereby Wiseman-Hughes Enterprises, Inc., was acknowledged as the purchaser and developer of the Subdivision and rezoned portions of the Subdivision from townhomes to single-family residents; and,

WHEREAS, a portion of the approximately 163.522 acres was developed and 106 single-family residences were constructed, however, development was discontinued and ownership of the undeveloped portion of the Subdivision was foreclosed upon by the financing entity and has since been available for purchase; and,

WHEREAS, Ryland Homes has entered into a contract to purchase that portion of the Subdivision which is zoned for residential purposes (the “*Subject Property*”) and desires to proceed with the development of the Subject Property in accordance with the approved zoning and all commitments undertaken by the Original Owners pursuant to the Planned Unit Development Agreement as amended in 2002 and certain other terms and conditions as set forth in the Second Amendment to the Planned Unit Development Agreement by and between the City and Ryland Homes in the form attached hereto and made a part hereof.

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

Section 1. The *SECOND AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT* by and between the City and Ryland Homes, attached hereto, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the United City of Yorkville.

Section 2. The City Administrator is hereby authorized to undertake any and all action as deemed necessary to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 27 day of August, 2013.

Beth Warren
CITY CLERK

ROSE ANN SPEARS

—

DIANE TEELING

Y

KEN KOCH

Y

JACKIE MILSCHEWSKI

Y

CARLO COLOSIMO

Y

JOEL FRIEDERS

Y

CHRIS FUNKHOUSER

Y

LARRY KOT

Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 27 day of AUGUST 2013.

Harry J. Holm
MAYOR

**SECOND AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE RYLAND GROUP, INC., A MARYLAND CORPORATION
d/b/a RYLAND HOMES
(Windett Ridge Subdivision)**

This Second Amendment (the "*Second Amendment*") to that certain Planned Unit Development Agreement by and among the United City of Yorkville, Kendall County, Illinois and Michael Wheeler, Robert E. Davidson, Jr., and George Engel (the "*Owners*"), dated June 8, 2000, as amended November 26, 2002, is entered into this 27 day of August 2013, by and between the United City of Yorkville, Kendall County, Illinois and The Ryland Group, Inc., a Maryland corporation d/b/a Ryland Homes, ("*Ryland Homes*"), successor in interest to the Owners.

WITNESSETH:

WHEREAS, the Owners entered into a Planned Unit Development Agreement in 2000 with the United City of Yorkville, Kendall County, Illinois (the "*City*") whereby the Owners agreed to develop real property consisting of approximately 163.522 acres, legally described on *Exhibit A* attached hereto and made a part hereof, primarily for residential use with a portion designated for commercial use all as consistent with the City Zoning Ordinance (the "*Windett Ridge Subdivision*"); and,

WHEREAS, in 2002, the Planned Unit Development Agreement was amended to change the approved zoning for townhomes to the zoning for single-family residences, to amend the area designated for commercial use and such other matters deemed necessary to proceed with the development of the Windett Ridge Subdivision; and,

WHEREAS, a portion of the approximately 163.522 acres was developed and 106 single family residences were constructed, however, development was discontinued and ownership of the undeveloped portion of the Windett Ridge Subdivision was foreclosed upon by the financing entity and has since been available for purchase; and,

WHEREAS, Ryland Homes has entered into a contract to purchase that portion of the Windett Ridge Subdivision, which is zoned for residential purposes, (approximately 130 acres) legally described on *Exhibit B*, attached hereto and made a part hereof (the “*Subject Property*”) and desires to proceed with the development of the Subject Property in accordance with the approved zoning and all commitments undertaken by the Owners pursuant to the Planned Unit Development Agreement as amended in 2002 and certain other terms and conditions as hereinafter set forth.

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

Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully restated.

Section 2. Subject Property Affected.

This Second Amendment addresses the Subject Property and restates the outstanding commitments and obligations of each of the parties in connection with the development of the Windett Ridge Subdivision.

Section 3. Obligations of Ryland Homes for the Planned Unit Development.

The Subject Property is zoned as R-2 Single-Family Planned Unit Development, with acreage designated for open space as depicted on the Final Plan of Subdivision prepared by Siebert Engineers, Inc., last revised October 1, 2003, recorded February 13, 2004, as Document

No. 20040003630, a copy of which is attached hereto as Exhibit C and made a part hereof (the "*Plat of Subdivision*"). Ryland Homes hereby affirms that the development of the Subject Property shall be in complete accordance with the Plat of Subdivision and all prior approvals of the City and any governmental unit having jurisdiction over the Subject Property and shall not be requested nor be required to obtain any additional approvals of the City other than permits to be issued by the City Building Department and all other governmental units having jurisdiction over the construction of the Windett Ridge Subdivision. Ryland further covenants and agrees:

✓ A. On or before October 31, 2017, to convey to the City by recordable warranty deed, the title to Outlot H, as depicted on the Plat of Subdivisions, free and clear of all liens and encumbrances after Ryland Homes has removed the entire top soil stockpile located thereon and regrade Outlot H for future development as a park (the "*Tot Lot*").

✓ B. Ryland Homes agrees to pay the City Fifty Thousand Dollars (\$50,000.00) for the construction of improvements to said Outlot H on or before October 31, 2017.

✓ C. To provide the City with performance bonds or letters of credit in an amount, when added to the balance of the Special Service Area Project Fund for the Windett Ridge Subdivision shall equal the amount required to complete all public improvements plus a twenty percent (20%) contingency as mandated by City Ordinance all as itemized on the Engineer's Opinion of Probable Construction Costs (the "*EOPCC*") attached hereto as *Exhibit D*, and made a part hereof. Said security to be provided to the City on or before the City releases any security in the form of performance bonds currently held by it for the benefit of the Windett Ridge Subdivision.

✓ D. To install a temporary sales office with landscaping as approved by the City and with a hard surface parking lot for visitors, if Ryland Homes determines there is a need for such sales office.

✓ E. To maintain at all times all of the Subject Property by removing debris, and mowing all vegetation and making the necessary improvements to the detention basins until acceptance by the City or acceptance by the Homeowners' Association of Windett Ridge Subdivision.

✓ F. To pay to the Homeowners Association of Windett Ridge Subdivision a one-time reimbursement of \$2,431 for muskrat trapping, \$257 for repair of sinkholes in the gravel walking path and \$5,011 for repair to the entrance monument irrigation system for a total of not more than \$7,699.00.

✓ G. To waive any and all claims against the City for reimbursement for any prepayments, deposits or security held by the City in connection with the Windett Ridge Subdivision.

H. To pay to the following fees:

1. \$650.00 plus \$0.20 per square foot for the Building Permit Fee, due upon issuance of a building permit for such house.
2. \$800.00 per house for the water connection fee due upon the issuance of a building permit for such house;
3. \$25 per house for a water and sewer inspection fee, due upon issuance of a building permit for such house;
4. \$35 per house for a public walks/driveway inspection fee, due upon issuance of a building permit for such house;
5. The Water Meter Cost fee, at the amount in effect at time of issuance of building permit, which is currently between \$430.00 and \$460.00 per home, due upon issuance of a building permit for such house. This fee shall not be subject to a fee lock and may be

increased at anytime during the term of this agreement in the event the cost to the City for water meters and installation increases.

6. \$1,050 for the City's Development Fees, due upon the issuance of a building permit for such house.
7. \$1,500.00 per house for the School Transition Fee for the next 34-houses to be built in the Windett Ridge Subdivision, payable upon issuance of a building permit for such house;
8. \$3,000.00 per house for the School Transition Fee for any house built after a total of 140 houses have been built in the Windett Ridge Subdivision, payable upon issuance of a building permit for such house; and,
9. \$12,264.15 due and payable upon execution of this Agreement for Weather Warning Sire Fee. \$11,617.50 due and payable upon recordation of the Final Plat for Unit 2 of the Windett Ridge Subdivision for Weather Warning Siren fee.

I. To design and construct a lift station sufficient to accommodate the completion of the development of the Windett Ridge Subdivision (16 lots in Unit 2), it being understood that Ryland shall not be required to design and construct such lift station to benefit any other development or subdivision other than the Windett Ridge Subdivision. It is agreed that the enclosure of the lift station shall be sized to accommodate the generator and controls only and shall have vinyl siding or such other siding as approved by the City having a color to blend in with surrounding homes.

J. To construct single-family residences which shall conform to the Covenants, Conditions and Restrictions recorded against the Subject Property as of the date hereof and be compatible in appearance with the single-family homes already built in the Windett Ridge Subdivision.

K. To complete all items on the EOPCC pertaining to Unit 1 of the Windett Ridge Subdivision in accordance with the applicable City Codes within four (4) years of the date hereof.

Section 4. Obligations of the City for the Planned Unit Development. The City hereby covenants and agrees to work with Ryland Homes and further agrees as follows:

A. Permit Ryland Homes to install a temporary sales office at the Subject Property should Ryland determine it is in their best interest to have a temporary sales office and the following additional signage:

1. Burma Shave Informational Signs ... 10 per entrance
2. Directional real estate signs ... 2 per street
3. Community Informational Sign (*as needed*)
4. Parking Lot Signs ... (*as needed*)
5. Promotional Banners ... (*as needed*)
6. Upon approval by the City of variances to permit the following additional signs:
 - Entrance sign exceeding 100 square feet;
 - Offsite signs exceeding 100 square feet, maximum;
 - Offsite signs exceeding the maximum height of twelve (12) feet;
 - Signs within the minimum distance of ¼ mile as required by Code; and,
 - Market signs in excess of the maximum of four (4) per Code.

B. Pursuant to Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 8-1-2.5) which authorizes a municipality to appropriate and expend funds for economic development purposes, the City hereby makes the following grants to Ryland Homes in order to induce the completion of the public infrastructure and the residential and business zones of the Windett Ridge Subdivision:

1. No fees as currently assessed against the Subject Property shall be increased on or before December 31, 2020, and no additional fees not in effect as of the date hereof shall be applicable to the Subject Property;
2. All applicable City zoning and building codes currently in full force and effect; specifically, Ordinances 2011-32 and 2011-33 shall apply to the Subject Property and no amendment to said City building or zoning Codes shall apply to the Subject Property through December 31, 2020 unless such City building or zoning codes are less restrictive than those currently in full force and effect; and,
3. Notwithstanding the ordinances of the City contrary hereto, the City agrees that security deposits for all improvements or infrastructure shall be reduced upon completion and acceptance of each category of improvement or infrastructure to 100% of the cost of the completed improvements, leaving the original 20% excess of the amount of those improvements as the warranty for a one year period which shall be released after one year following acceptance so long as no repairs or replacement are needed (the "*Warranty Period*"). The Owners covenant and agree to remain responsible for maintenance and replacement, if necessary, of any surface structure constructed within the Windett Ridge Subdivision until the expiration of the Warranty Period for the last category of public improvement or infrastructure accepted by the City, excluding park improvements as required under Section 3A of this agreement. For purposes of this Second Amendment "surface structure" shall mean any part of any public infrastructure that exists above or extends to the ground surface, thereby making it vulnerable to damage from subsequent structure or maintenance activities. For purposes of this Second Amendment, the following shall each constitute a category of improvement or infrastructure: earthwork, erosion control, water main, sanitary sewer, storm sewer, paving, lighting, common area landscaping and common area sidewalks.

C. All security required pursuant to the City Code for parkway improvements may be deposited on a lot by lot basis at the time of application for a building permit and be accepted by the City upon issuance of a certificate of occupancy for such house on the condition security of twenty percent (20%) be retained by the City to guaranty construction for a period of one (1) year from the date of issuance of a certificate of occupancy.

D. The City hereby covenants and agrees that no additions to the EOPCC attached hereto as *Exhibit D* shall be made for a period of twenty-four (24) months from the date hereof.

E. The City hereby acknowledges that Ryland Homes hereby anticipates that it shall not be able to meet the requirements of Section 11-5-5(F) of the City's Subdivision Control Ordinances [Title II, Chapter 1, Section 11-5-5(F) of the Yorkville Code of Ordinances'] for Unit 2 which requires completion of all public improvements in a subdivision within four (4) years of initial construction. Ryland believes that completion of all public improvements for Unit 2 shall occur within seven (7) years of initial construction and the City Administrator may permit an extension and to exceed seven (7) years from the initial construction upon written request of Ryland.

F. The City agrees to act in good faith to determine the amount of the commitment of the City to the prior owner/developer of the Windett Ridge Subdivision pursuant to the First Amendment to the Planned Unit Development Agreement dated November 26, 2002, to recapture the costs of the sewer project benefitting adjacent properties and thereafter enter into a recapture agreement with the Ryland Homes to satisfy such commitment.

Section 5. Procedure for Declaring Defaults.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then the non-defaulting parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the City shall have the right, but not the obligation, to enter onto the Subject Property and cure the default without giving Ryland prior notice or an opportunity to cure.

Section 6. Remedies for Defaults or Failure of Conditions.

Upon a breach of this Agreement, any of the parties, in any court of competent jurisdiction, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including, but not limited to a writ of mandamus, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies provided by law or equity.

Section 7. Ryland Homes hereby affirms its agreement to pay all delinquent real estate taxes and special service area taxes assessed against the Subject Property as a result of the establishment of the Windett Ridge 2003-101 SSA. Upon payment and distribution of said special service area taxes to the City, the following deposits shall be made by the City's Finance Director:

- (a) first to the SSA 2003-101 Reserve Fund in an amount necessary to fund any deficiency;
- (b) second to the SSA 2003-101 Bond Fund in an amount necessary to fund any deficiency;
- (c) third to a special escrow established by the City in an amount sufficient to pay each property owner in the Windett Ridge Subdivision who paid the SSA 2003-101 special service area for levy year 2012 payable in 2013 the sum of \$215.11;
- (d) the balance, if any, to the SSA 2003-101 Project Fund for completion of public improvements per the EOPCC

Section 8. Miscellaneous. The parties hereto mutually agree to the following:

A. The following payments have been made in full to the City and no further payments are due from Ryland Homes in connection with the construction of single-family residences:

- 1. \$150.00 municipal building development fee per house;

2. \$1,800.00 Sanitary Sewer Improvement Fee; and,
3. \$122.50 per house River Crossing Fee.

B. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Development Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

C. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Ryland Homes : Ryland Homes
1141 East Main Street, Suite 108
East Dundee, Illinois 60118
Attn: John Carroll

With a copy to : Charles L. Byrum
Meltzer Purtell & Steele
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

To the City : United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr, City Attorney

Kathleen Field Orr & Associates
53 West Jackson Blvd.
Suite 964
Chicago, Illinois 60604

C. This Development Agreement shall be binding upon and inure to the benefit of the parties to this Development Agreement and their respective successors and assigns.

D. This Development Agreement may not be assigned by the Developer without the prior written consent of the City.

E. Time is of the Essence of this Agreement and all documents, agreements and covenants contained herein shall be performed in a timely manner by the parties hereto.

F. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

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

United City of Yorkville, an Illinois
Municipal Corporation


By: _____
Mayor

Attest:

City Clerk

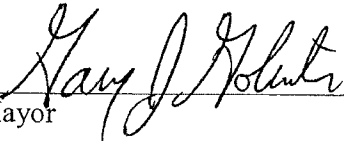
Ryland Homes

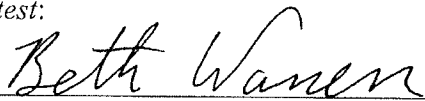
By: _____
President, Chicago Division

Attest: _____
Assistant V.P.

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

United City of Yorkville, an Illinois
Municipal Corporation

By: 
Mayor

Attest:

City Clerk

Ryland Homes

By: _____
President

Attest:

Secretary

EXHIBIT "A"

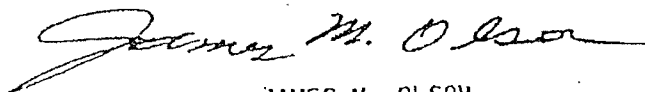
State of Illinois:

:SS

County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Registered Land Surveyors, have surveyed that part of Section 9, Township 36 North Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 9; thence southerly along the West Line of said Northwest Quarter, 569.20 feet to the center line of Illinois State Route No. 47; thence South 35°00'00" East, along said center line, 1062.70 feet to the southernmost corner of a tract described in a Warranty Deed from Edna Halbesma to Hannah Geiger recorded in Book 115 at Page 241 on December 27, 1957; thence South 35°00'00" East, along said center line, 323.02 feet; thence North 56°20'00" East, 755.43 feet; thence North 49°38'57" East, 525.07 feet to the southwesterly line, as occupied, of the Oak Hill Farm as shown in a plat recorded in Plat Book 5 on Page 16 (now "Slot 303") for the point of beginning; thence South 49°38'57" West, 525.07; thence South 56°20'00" West, 755.43 feet to said center line; thence South 35°00'00" East, along said center line, 484.85 feet to its intersection with the center line of Legion Road; thence South 35°00'00" East, along said Illinois State Route No. 47 center line and said center line extended, 1925.22 feet; thence South 16°45'00" East, 126.93 feet to the line of a fence extended from the east; thence North 88°15'14" East along said fence line and its extension, 3115.46 feet to a point on the East Line of the Southeast Quarter of said Section 9, which is 1533.84 feet measured along said East Line) northerly of the Southeast Corner of said Southeast Quarter; thence North 00°02'46" West, along said East Line, 445.77 feet to a limestone monument at the southeasterly corner of said Oak Hill Farm; thence North 52°55'31" West, along the southwesterly line, as occupied, of said Oak Hill Farm, 3591.35 feet; thence North 16°53'04" West, along said southwesterly line, as occupied, 655.46 feet to the point of beginning (excepting therefrom the 50 foot wide right-of way conveyed to the Fox and Illinois Union Railway Company recorded in Deed Record 66 at Page 287) all in Kendall Township, Kendall County, Illinois and containing 163.522 acres as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois January 17, 1990



JAMES M. OLSON

Illinois Registered Land Surveyor No. 2253

JAMES M. OLSON ASSOCIATES, LTD.

107 West Madison Street

Yorkville, Illinois 60560

(708)553-0050

Exhibit B

Legal Description

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, 43, 66, 67, 68, 69, 73, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 127, 128, 129, 130, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 158, 159, 161, 163, 167, 168, 169, 170, 171, 172, 173, 174, 175, 177, 180, 181, 186, 189, 190, 193, 194, 195, 196, 198, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 223, 229, 231, 233, 237, 241, 242, 243, 244, 245, 246, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, AND 277 IN WINDETT RIDGE SUBDIVISION UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2004 AS DOCUMENT 200400003630, AND CERTIFICATE OF CORRECTION RECORDED MARCH 12, 2004 AS DOCUMENT 200400005966, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, 569.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 1062.70 FEET TO THE SOUTHERNMOST CORNER OF A TRACT DESCRIBED IN WARRANTY DEED FROM EDNA HALBESMA TO HANNAH GEIGER RECORDED IN BOOK 115 AT PAGE 241 ON DECEMBER 27, 1957; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 323.02 FEET; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 484.85 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF LEGION ROAD; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE AND SAID CENTER LINE EXTENDED, 1925.22 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 00 SECONDS EAST, 126.93 FEET TO THE LINE OF A FENCE EXTENDED FROM THE EAST; THENCE NORTH 88 DEGREES 15 MINUTES 14 SECONDS EAST ALONG SAID FENCE LINE AND ITS EXTENSION, 2723.16 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 219.34 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 125.77 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 157.59 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 438.00 FEET AND A CHORD BEARING OF NORTH 37 DEGREES 33 MINUTES 32 SECONDS EAST, AND ARC DISTANCE OF 7.40 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 232.50 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.99 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM AS SHOWN IN A PLAT RECORDED IN PLAT BOOK 5 ON PAGE 16 (NOW 'SLOT 303'); THENCE SOUTH 52 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM, 421.96 FEET TO A LIMESTONE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID OAK HILL FARM BEING ALSO ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 445.77 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9 WHICH IS 1533.84 FEET, AS MEASURED ALONG SAID EAST LINE NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 15 MINUTES 14 SECONDS WEST, A DISTANCE OF 392.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

Exhibit C

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

RESOLUTION NO. ~~2003-37~~ 2003-37

**RESOLUTION APPROVING FINAL PLAT FOR UNIT 1
OF WINDETT RIDGE SUBDIVISION**

WHEREAS, the City Council of the United City of Yorkville has considered a Petition to approve the Final Plat of Unit 1 of Windett Ridge Subdivision; and

WHEREAS, City Council of the United City of Yorkville has received a positive recommendation from the Plan Commission of the United City of Yorkville recommending approval of said Final Plat of Subdivision for Unit 1 of Windett Ridge Subdivision; and

WHEREAS, a Public Hearing was held before the Plan Commission of the United City of Yorkville for the purposes of approving the Final Plat of Subdivision for Unit 1 of Windett Ridge Subdivision; and

WHEREAS, upon do consideration by the Plan Commission of the United City of Yorkville and the City Council of the United City of Yorkville the Final Plat of Subdivision for Unit 1 of Windett Ridge Subdivision is substantially similar to the Preliminary Plat of Subdivision approved by the Plan Commission of the United City of Yorkville and the City Council of the United City of Yorkville; and

WHEREAS, upon do consideration by the Plan Commission of the United City of Yorkville and the City Council of the United City of Yorkville, approval of the Final Plat of Subdivision is deemed to be in the best interest of the orderly development of the project, and not harmful to public welfare, surrounding property values, nor injurious to residence of the City:

NOW THEREFORE, upon Motion duly made, seconded and approved by a majority of those members of the City Council voting the following action is taken by the City Council:

1. The Final Plat of Unit 1 of Windett Ridge Subdivision is approved.

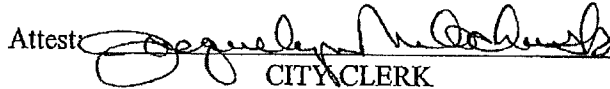
PASSED and approved this 9th day of September, 2003.

WANDA OHARE	<u>Y</u>	JOSEPH BESCO	<u>Y</u>
VALERIE BURD	<u>Y</u>	PAUL JAMES	<u>Y</u>
LARRY KOT	<u>Y</u>	MARTY MUNNS	<u>Y</u>
ROSE SPEARS	<u>Y</u>	RICHARD STICKA	<u>Y</u>

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 9th day of September, A.D. 2003.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois
this 9th day of September, A.D. 2003.

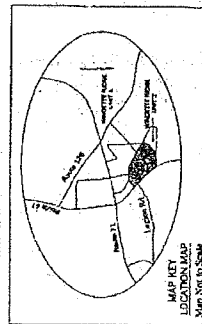
Attest: 
CITY CLERK

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

BEING A SUBDIVISION OF PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS

[illegible]

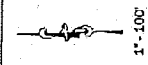
Legend

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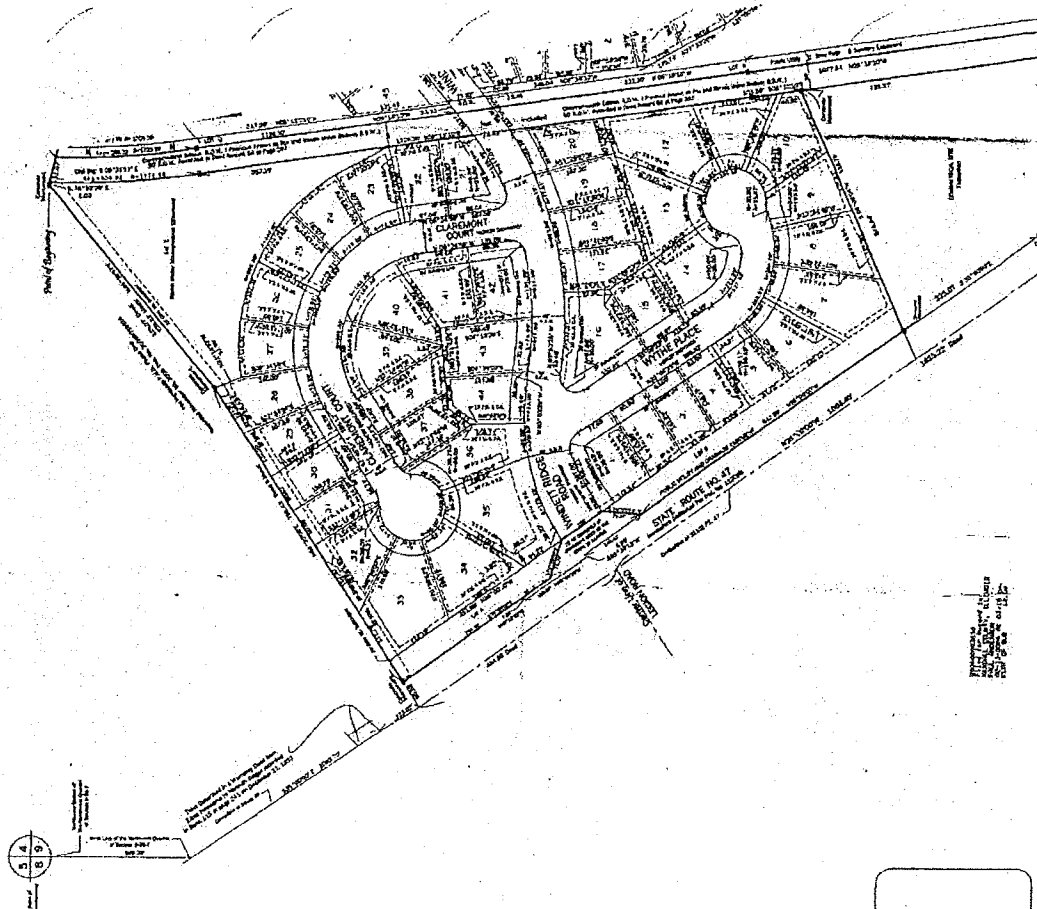
MAP KEY
LOCATION MAP
Map Not to Scale

No.	Revision/issue	Date
A	Issued 1st Review	02-14-03
D	Provided the Planning Council Volume	07-30-03
E	Revised the Tourist's Manual	07-31-03
E	Revised the 1 & 2	07-21-03
E	Revised the Planning Report	08-21-02
F	Revised the Historic Marker	11-01-03

LAQ File	01234567
Print Date	12-20-02
Print by	BAW/BAW
Designed by	BAW
Checked	BAW
Approved	BAW
Change	BAW



1"-100"



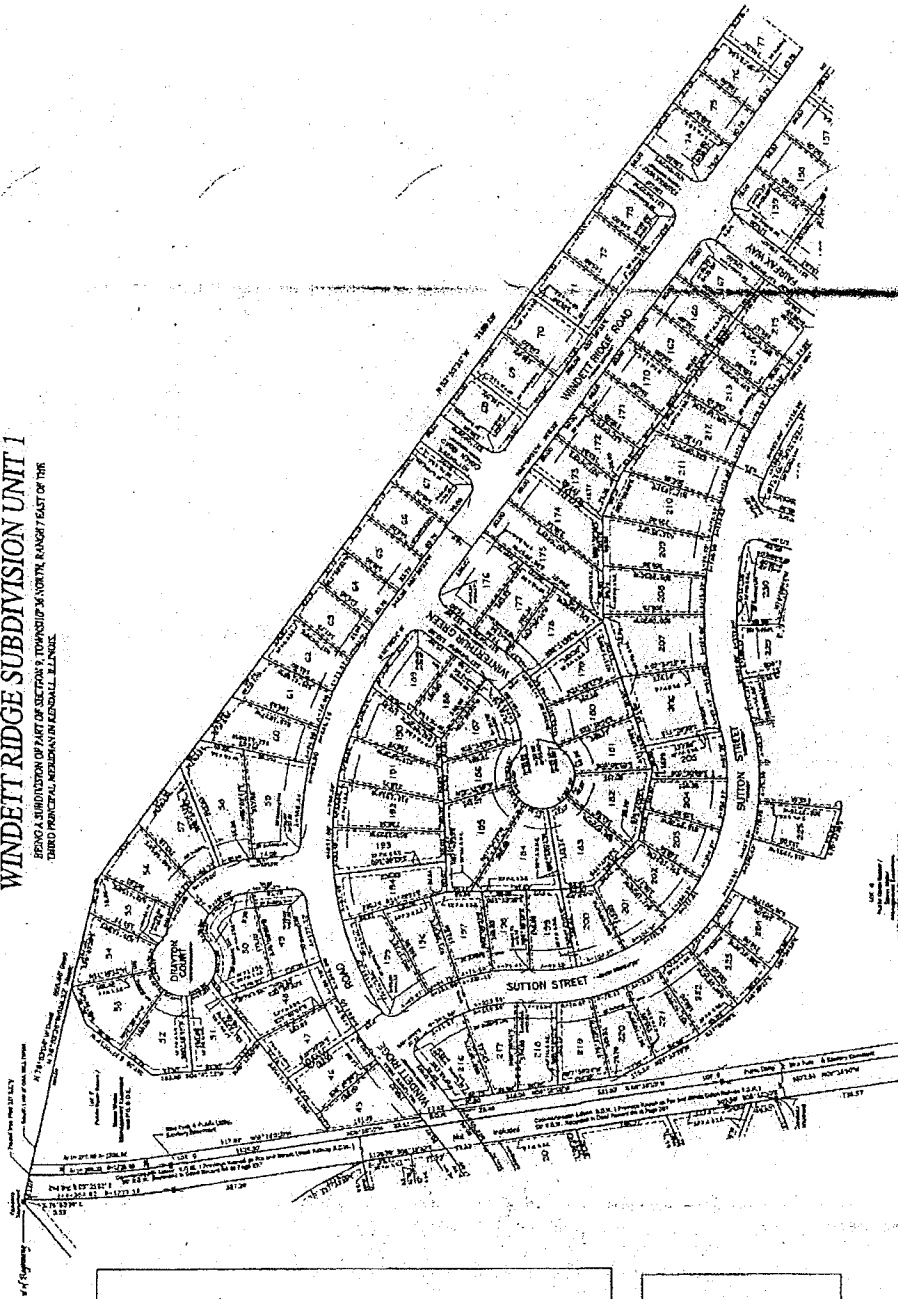
and also to see if we can get some more information about the situation in the area.

**SIEBERT
ENGINEERS, INC.**

WISEMAN - HUGHES
1775 LEE ROAD
DALLAS, TEXAS 75219

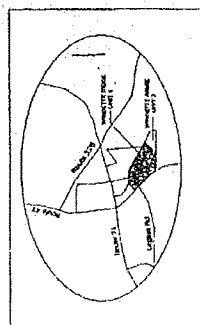
DATE	7 OF 4
TIME	5

FINAL PLAT OF WINDETT RIDGE SUBDIVISION UNIT 1 BEING A SUBDIVISION OF PART OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN EDWARDS COUNTY, ILLINOIS



SQUARE FOOTAGE TABLE

Lot	Area	Area	Area
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
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41	1.00	1.00	1.00
42	1.00	1.00	1.00
43	1.00	1.00	1.00
44	1.00	1.00	1.00
45	1.00	1.00	1.00
46	1.00	1.00	1.00
47	1.00	1.00	1.00
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54	1.00	1.00	1.00
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56	1.00	1.00	1.00
57	1.00	1.00	1.00
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59	1.00	1.00	1.00
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62	1.00	1.00	1.00
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65	1.00	1.00	1.00
66	1.00	1.00	1.00
67	1.00	1.00	1.00
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92	1.00	1.00	1.00
93	1.00	1.00	1.00
94	1.00	1.00	1.00
95	1.00	1.00	1.00
96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00
99	1.00	1.00	1.00
100	1.00	1.00	1.00



LOCATOR MAP
Map Not To Scale

WISSEMAN - HUGHES
212 East Third Street
St. Louis, Mo. 63101
WINDETT RIDGE SUBDIVISION
UNIT 1

Drawn	1/10
Check	1/10
Scale	1" = 100'
Sheet	2 of 4

SIEBERT ENGINEERS, INC.
1111 North 1st Street
St. Louis, Mo. 63101
Professional Engineer
No. 10000
State of Missouri

Legend

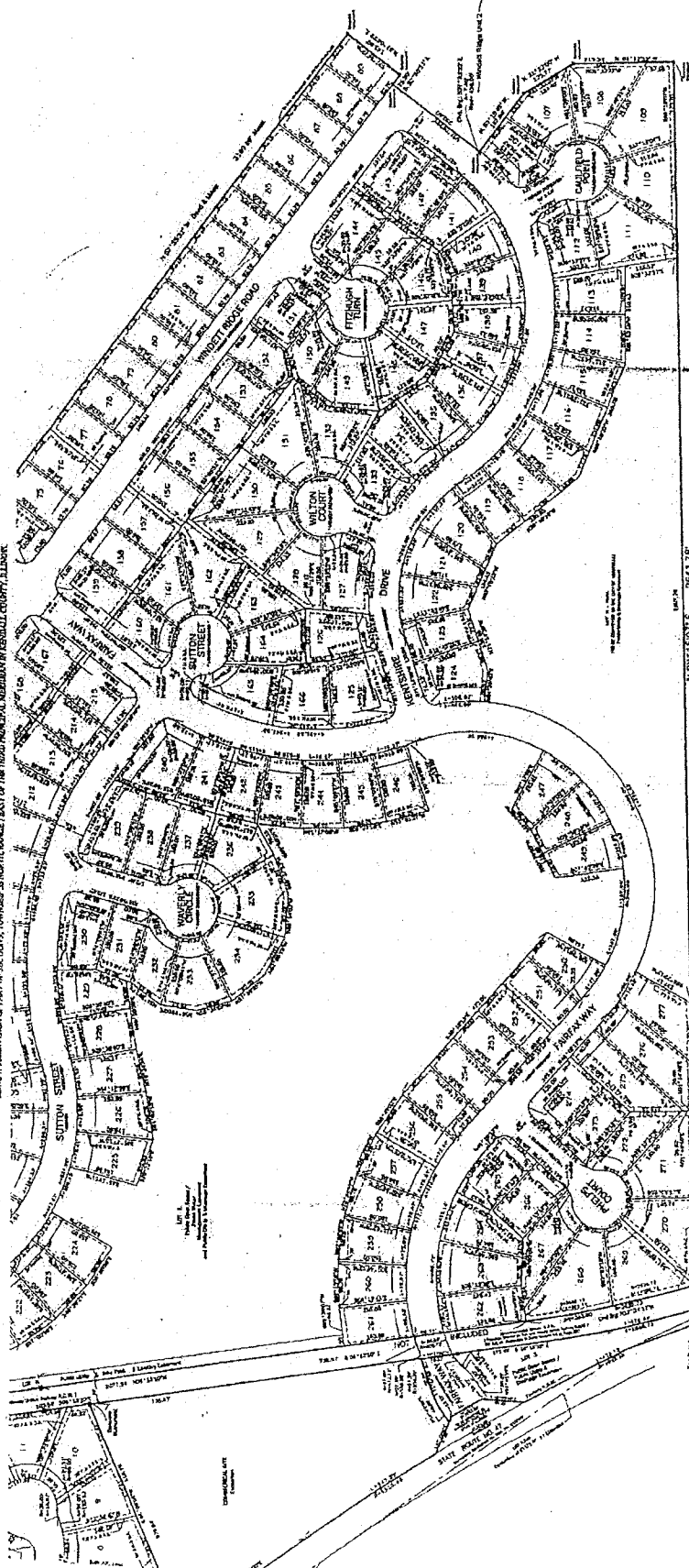
1. Subdivided Land (as shown on this map)
2. Containing Unimproved Land (as shown on this map)
3. Containing Improved Land (as shown on this map)
4. Containing Water (as shown on this map)
5. Containing Other (as shown on this map)

Area	Permitted Use	Area
A	Residential	02-5433
B	Residential	02-5433
C	Residential	02-5433
D	Residential	02-5433
E	Residential	02-5433
F	Residential	02-5433

City	St. Louis
County	St. Louis
State	Missouri
Year	1980
Drawn	1/10
Check	1/10
Scale	1" = 100'
Sheet	2 of 4

FINAL PLAT OF WINDETT RIDGE SUBDIVISION UNIT 1

BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN IN ERSKINE COUNTY, ALABAMA



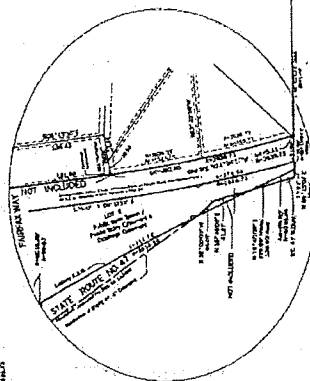
STEBERT ENGINEERS, INC.
 1000 W. 10th Ave.
 Birmingham, Alabama 35204
 Phone: 252-1111
 Telex: 252111
 Cable: STEBERT

WISMAN - HUGHES
 1000 W. 10th Ave.
 Birmingham, Alabama 35204
 Phone: 252-1111
 Telex: 252111
 Cable: STEBERT

Legend
 1. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.
 2. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.
 3. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.
 4. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.
 5. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.
 6. All lots shown on this plat are subject to the provisions of the Alabama Subdivision Map Act, Chapter 20A, Code of Alabama 1975.

Rev.	Revision/Issue	Date
A	Submitted for Review	03-24-03
B	Revised per Planning & Zoning Commission	05-20-03
C	Revised per reviewed	07-01-03
D	Revised per reviewed	07-14-03
E	Revised per City Engineer	08-01-03
F	Revised per City Engineer	10-01-03

City File	6327000
Start Date	12-22-02
Drawn by	PHJ/ML
Checked by	PHJ
Reviewed by	PHJ
Change	2009





October 22, 2018

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Windett Ridge Subdivision – Punch List
United City of Yorkville
Kendall County, Illinois**

Krysti:

Representatives of Engineering Enterprises, Inc. (EEI) performed a punch list inspection for the status of the one-year maintenance period for the above referenced project. As of the end of day on October 19th, the following punch list items remain:

General

1. The south detention basin should be continued to be maintained per the 2017 Report.
2. The limestone path should be maintained until the end of the maintenance period.

Water

3. The b-box at 601 Windett Ridge Road should be raised to grade and the area restored.

Roadway

4. Sections of Fairfax Way and Phelps Court have not been crack sealed.
5. The street light at Caulfield Point Island has minor cracks at the base and should be replaced.
6. The following street lights needs to be backfilled and restored with seed, fertilizer and hydro mulch:
 - a. Lot 261 (2691 Fairfax Way)
 - b. Lot 257 (2655 Fairfax Way)
 - c. Phelps Court Island
 - d. Lot 254 (2633 Fairfax Way)
 - e. Lot 250 (2601 Fairfax Way)
 - f. Fairfax Way Common Area
(Between 2551 and 2475 Fairfax Way)
 - g. Lot 243 (2447 Fairfax Way)
 - h. Lot 240 (2401 Fairfax Way)

7. The following addresses had sidewalk removal and replacement and should to be backfilled along the sidewalk and parkway and restored with seed, fertilizer and hydro mulch:
- | | |
|---------------------------|---------------------------|
| a. 2563 Fairfax Way | g. 632 Windett Ridge Road |
| b. 2551 Fairfax Way | h. 631 Windett Ridge Road |
| c. 2712 Phelps Court | i. 601 Windett Ridge Road |
| d. 2711 Phelps Court | j. 591 Windett Ridge Road |
| e. 642 Kentshire Drive | |
| f. 681 Windett Ridge Road | |

Landscape / Shared Use Paths

8. The following lots have trees that have been removed, dying or diseased and should be replaced per the landscape plan:
- | | |
|-------------------------------|--------------------------------|
| a. Lot 125 (2472 Fairfax Way) | b. Lot 132 (2456 Wilton Court) |
|-------------------------------|--------------------------------|
9. Trees located in the common area/storm basin between lots 247 and 248 along Fairfax Way (adjacent from the park) should be planted per the landscape plan.
10. Trees and shrubs should be planted at the main entrance monument at Fairfax Way per the landscape plan.
11. Common area located between Lots 250 and 249 has not been properly maintained. The entire lot should be graded and seeded.
12. Lot S, just south of the Fairfax Way entrance, has not been properly maintained. All vegetation that is not per plan should be removed and the grading of the lot be confirmed.
13. There are several trees near the north ponds that have died or have been removed and should be planted/replaced per the landscape plan.
14. There are several sections of the asphalt path that are damaged and need to be patched.
15. All unnecessary construction debris needs to be removed.

Lot H - Park

16. The grassed area that was disturbed during the storm sewer construction should be restored to their original shape and condition.
17. The grassed area along the southern portion of the park should be seeded, including finish grade preparation of seedbed, fertilizer and straw blanketed.
18. The entire site should be fertilized and have broadleaf control performed.
19. All bare spots should be overseeded.

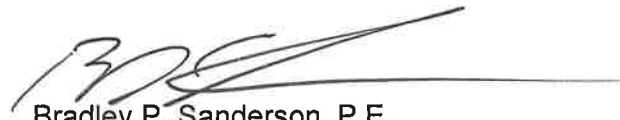
Ms. Krysti Barksdale-Noble
October 22, 2018
Page 3

The one-year maintenance period was set to expire on October 24th of this year. The work as noted above is not complete. The developer should provide us with a schedule to complete the remaining work.

If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Tim Evans, Director Parks & Recreation (via e-mail)
Ms. Lisa Pickering, Deputy Clerk (via e-mail)
Ms. Kathleen Field Orr, City Attorney (via e-mail)
Mr. Gregory Neumann, Lennar (via e-mail)
Mr. Al Eriksson, Lennar (via e-mail)
Ms. Kelly Gardner, Lexon Insurance Company
JAM, NLS EEI (via e-mail)

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That CalAtlantic Homes
as **Principal**, hereinafter called Contractor

and Lexon Insurance Company
as **Surety**, hereinafter called Surety,
are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation,
800 Game Farm Road, Yorkville, Illinois, 60560, as **Obligee**, hereinafter called City, in the penal
sum of Sixty Six Thousand Four Hundred * (\$ 66,478.00), for payment whereof
Contractor and Surety bind themselves, and their respective heirs, executors, administrators,
successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a
subdivision commonly known as Windett Ridge
and as more particularly described and designated on the plat of said property, said plat being
incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and
specifications on file with the City and the City's Subdivision Control Ordinance, both made a
part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to
Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the
Contractor to post with the City this bond in the amount of ten percent of the improvements to
guarantee the maintenance and performance of the improvements to properly function as
designed and to remain free of defects in material, workmanship and installation for a period of
one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform
the obligations in accordance with the ordinances, standards and requirements of the City and
shall fully indemnify and save harmless the City from all cost and damage which the City may
suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then
this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is
responsible and shall specify in said notice a period of time in which Principal shall have to
correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects,
within the time specified, the Surety, upon 30 days certified mail notice to the address above

*Seventy Eight and No/100 Dollars

from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 15th day of December 2017.

Principal
CalAtlantic Homes

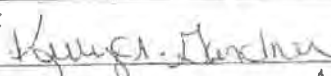
By:

 DATE 12/15/17

Surety:

Lexon Insurance Company

By:



Kelly A. Gardner,

Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

LX- 309165

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint James I Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Tiffany Cuniff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$8,000,000 Eight Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

**LEXON INSURANCE COMPANY**

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 15th Day of December, 2017.



BY

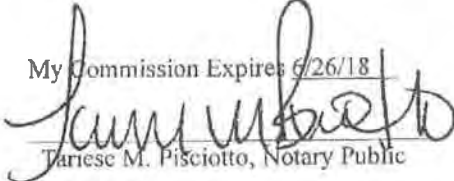
Andrew Smith
Andrew Smith
Assistant Secretary

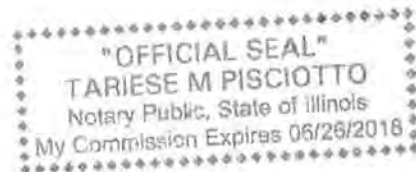
"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of Illinois }
 } ss.
County of DuPage }

On December 15, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 6/26/18

Tariesse M. Pisciotto, Notary Public



**FOURTH AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND CALATLANTIC GROUP, INC., A DELAWARE CORPORATION**

(Windett Ridge Subdivision)

This Fourth Amendment (the “*Fourth Amendment*”) to that certain Planned Unit Development Agreement (“*Planned Unit Development Agreement*”) by and among the United City of Yorkville, Kendall County, Illinois (the “*City*”) and Michael Wheeler, Robert E. Davidson, Jr., and George Engel (the “*Owners*”), dated June 8, 2000, as amended November 26, 2002 (the “*First Amendment*”), as amended August 27, 2013 (the “*Second Amendment*”), and as further amended October 10, 2017 (the “*Third Amendment*”), by and between the City and CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc. (“*CalAtlantic*”) and successor-in-interest to the Owners, is entered into this ____ day of _____, 2018 (“*Effective Date*”). The City and CalAtlantic are hereinafter sometimes individually referred to as a “*Party*” and collectively as the “*Parties*”.

WITNESSETH:

WHEREAS, the Owners entered into the Planned Unit Development Agreement in 2000 with the City whereby the Owners agreed to develop real property consisting of approximately 163.522 acres, primarily for residential use with a portion designated for commercial use all as consistent with the City Zoning Ordinance (formerly known as the Coach Road Hills Subdivision and now known as the “*Windett Ridge Subdivision*”); and,

WHEREAS, in 2002, the Planned Unit Development Agreement was amended to change the approved zoning for townhomes to zoning for single-family residences, to amend the area designated for commercial use and such other matters deemed necessary to proceed with the development of the Windett Ridge Subdivision; and,

WHEREAS, a portion of the approximately 163.522 acres was developed and 106 single

family residences were constructed, however, development was discontinued and ownership of the undeveloped portion of the Windett Ridge Subdivision was foreclosed upon by the financing entity and thereafter made available for purchase; and,

WHEREAS, Ryland Homes purchased that portion of the Windett Ridge Subdivision, which is zoned for residential purposes, (approximately 130 acres) legally described on *Exhibit A*, attached hereto and made a part hereof, now owned by CalAtlantic (the “*Subject Property*”) and proceeded with the development of the Subject Property in accordance with the approved zoning and all commitments undertaken by the Owners pursuant to the Planned Unit Development Agreement as amended in 2002 and certain other terms and conditions as set forth in the Second Amendment; and,

WHEREAS, as provided in the Second Amendment, CalAtlantic was granted certain limitations on certain fees as hereinafter itemized to be paid to the City in connection with the development of the Windett Ridge Subdivision until December 31, 2020; and,

WHEREAS, CalAtlantic has advised the City that, because the sanitary sewer lift station referred to in the Second Amendment (“*Lift Station*”), has yet to be constructed, additional time is required to complete the Windett Ridge Subdivision and therefore requests an extension of time for an additional three (3) years on the time for completion of the Lift Station and the public improvements CalAtlantic is to construct in Unit 2 of the Windett Ridge Subdivision; and,

WHEREAS, the City is prepared to grant the extensions of time CalAtlantic has requested, but only pursuant to the terms and conditions as set forth in this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Fourth Amendment as if fully restated in this Section 1.

Section 2. Fees Payable.

(a) As set forth in the Second Amendment and on *Exhibit B* attached hereto and made a part hereof, CalAtlantic shall pay the following fees for each dwelling unit it seeks to construct within the Windett Ridge Subdivision, provided it submits an application for building permit to the City for such dwelling unit on or before December 31, 2020:

1. \$1,400.00 per house for the Yorkville Bristol Sanitary District fee, and due upon issuance of a building permit for such house;
2. \$650.00 plus \$0.20 per square foot for the Building Permit Fee, due upon issuance of a building permit for such house;
3. \$800.00 per house for the water connection fee due upon issuance of a building permit for such house;
4. \$25.00 per house for a water and sewer inspection fee, due upon issuance of a building permit for such house;
5. \$35.00 per house for public walks/driveway inspection fee, due upon issuance of a building permit for such house;
6. \$1,050.00 for the City's Development Fees, due upon issuance of a building permit for such house; and
7. \$3,000.00 per house for the School Transition Fee, due upon issuance of a building permit for such house, as the total number of dwelling units constructed to date in the Windett Ridge Subdivision exceeds the 140 number specified in the Second Amendment).

CalAtlantic shall have the right to prepay the above fees at the rates and in the amounts specified above for dwelling units it intends to construct at the Windett Ridge Subdivision, even if CalAtlantic does not then intend to submit an application for building permit to the City for any one or more of such dwelling units, provided CalAtlantic submits such prepayment to the City on or prior to December 31, 2020.

(b) The City acknowledges that, prior to the Effective Date of this Fourth

Amendment: (i) a previously required Weather Warning Siren fee in the amount of \$12,264.15 was paid to the City; and (ii) City Sanitary Sewer Improvement Fees in the amount of \$1,800.00 per unit have been paid to the City for all dwelling units to be constructed in the Windett Ridge Subdivision and, therefore, no additional City Sanitary Sewer Improvement Fees shall be due the City as CalAtlantic proceeds to complete the construction of dwelling units in the Windett Ridge Subdivision.

(c) Commencing January 1, 2021, CalAtlantic shall pay to the City all fees then in effect upon application of a building permit to construct a dwelling unit within the Windett Ridge Subdivision.

Section 3. Extensions of Time.

(a) CalAtlantic has requested, and the City hereby grants to CalAtlantic, an extension of time until December 31, 2023, to complete the construction of the public improvements that are to be constructed in Unit 2 of the Windett Ridge Subdivision.

(b) CalAtlantic has requested, and the City hereby grants to CalAtlantic, an extension of time until December 31, 2023, of the timeframe set forth in Section 4(B)(2) of the Second Amendment concerning applicable City zoning and building codes.

Section 4. Water Meter Cost. CalAtlantic hereby acknowledges that the Water Meter Cost may be increased by the City on a generally applicable basis at any time prior to December 31, 2023, if the cost to the City for water meters and installation increases.

Section 5. Payment of Park Contribution. CalAtlantic agrees, not later than ten (10) days after the execution of this Fourth Amendment by the City, to pay to the City ten thousand dollars (\$10,000.00) for the improvement of a park in Unit 1 of the Windett Ridge Subdivision, which improvement the City agrees to undertake within one year of the Effective Date of this Fourth Amendment.

Section 6. Procedure for Declaring Defaults/No Outstanding Defaults.

(a) In the event CalAtlantic defaults in its performance of its obligations set forth in this Fourth Amendment or any prior agreements pertaining to the Windett Ridge Subdivision, the City shall give written notice to CalAtlantic of such items in default and, unless evidence is given to the City that the default will be cured in a timely manner, all benefits and agreements to prohibit the increased in the fees as listed in Sections 2 and 3 shall be immediately canceled.

(b) The City hereby confirms that, subject to the provisions of this Fourth Amendment, all Developer obligations under the Planned Unit Development Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, which were required to have been satisfied prior to the Effective Date of this Fourth Amendment have been satisfied in full and that there are no outstanding defaults under the Planned Unit Development, as amended by the First Amendment, the Second Amendment and the Third Amendment, as of the Effective Date of this Fourth Amendment.

Section 7. No Recapture Obligations/Construction of Lift Station. The City confirms that there are no outstanding utility or roadway recapture obligations that CalAtlantic will be required to satisfy in connection with its completion of the Windett Ridge Subdivision. CalAtlantic acknowledges, however, that if CalAtlantic elects not to construct the Lift Station because other parties proceed to construct a lift station on property to the south of the Windett Ridge Subdivision (the “*Other Lift Station*”), which Other Lift Station makes it possible to provide sanitary sewer service to Unit 2 in the Windett Ridge Subdivision, CalAtlantic could be obligated to pay its *pro rata* share of the costs of constructing said Other Lift Station if and when it connects the sanitary sewer mains it constructs in Unit 2 to said Other Lift Station. CalAtlantic shall give notice to the City by December 31, 2023, as to whether it intends to construct the Lift Station in the Windett Ridge Subdivision or wait until the Other Lift Station is constructed by

other parties.

Section 8. Earthwork Improvements. CalAtlantic shall have the right to complete soil stockpile removals and subsequent grading and stabilization practices within Unit 2 of the Windett Ridge Subdivision provided CalAtlantic establishes appropriate soil erosion and sedimentation control measures. CalAtlantic shall be required to post the improvement security with the City in connection with the performance of such work.

Section 9. No Further Obligations Relating to Donations or the Construction of Off-Site Utility or Roadway Improvements. The City confirms that, subject to and except as provided in this Fourth Amendment, all obligations to donate lands or pay fees in lieu of the donation of lands relating to the Windett Ridge Subdivision have been satisfied in full. The City further confirms that all obligations to construct or pay for the construction of off-site utility and roadway improvements under the Planned Unit Development Agreement have been satisfied and that CalAtlantic shall not be required to construct or pay for, directly or indirectly, any other off-site improvements in connection with or as a result of its completion of the Windett Ridge Subdivision.

Section 10. Miscellaneous.

A. If any section, subsection, term or provision of this Fourth Amendment or the application thereof to either Party or any circumstance shall, to any extent, be held invalid or unenforceable, the remainder of said section, subsection, term or provision and the application of the same to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

B. All notices, demands, requests, consents, approvals or other instruments required or permitted by the Planned Unit Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall

be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

<i>To the CalAtlantic:</i>	÷	CalAtlantic Group, Inc. 1141 East Main Street, Suite 108 East Dundee, Illinois 60118 Attn: Christopher Gillen, Vice President
<i>With a copy to:</i>	÷	Meltzer Purtil & Stelle LLC 1515 East Woodfield Road, Suite 250 Schaumburg, Illinois 60173 Attn: Harold W. Francke and Ellen Joyce
<i>To the City</i>	:	United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560
<i>With a copy to</i>	:	Kathleen Field Orr, City Attorney Kathleen Field Orr & Associates 53 West Jackson Blvd., Suite 964 Chicago, Illinois 60604

C. This Fourth Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

D. This Fourth Amendment may not be assigned by CalAtlantic without the prior written consent of the City.

E. Time is of the essence of this Fourth Amendment and all documents, agreements and covenants contained herein shall be performed in a timely manner by the Parties.

F. This Fourth Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

G. Any conflicts between the provisions of the Planned Unit Development, the First Amendment, the Second Amendment, or the Third Amendment, on the one hand, and the provisions of this Fourth Amendment, on the other hand, shall be resolved in favor of the latter.

Subject to the foregoing, the provisions of the Planned Unit Development, as amended by the First Amendment, the Second Amendment and the Third Amendment, remain in full force and effect and be applicable to to the extent any provision is not in conflict with this fourth amendment.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized officers as of the date set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville, an Illinois
Municipal Corporation

By: _____
Mayor

Date: _____

Attest:

City Clerk

State of Illinois)
)
County of Kendall)

The foregoing instrument was acknowledged before me by _____, Mayor, and _____, City Clerk, of the United City of Yorkville, an Illinois municipal corporation, this _____ day of _____, 201_.

Notary Public

CalAtlantic Group, Inc., a Delaware corporation
successor by merger to the Ryland Group, Inc.

By: _____
Christopher Gillen, a Vice President

Date: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by Christopher Gillen, a Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to the Ryland Group, Inc., this _____ day of _____, 201_.

Notary Public

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT A: LEGAL DESCRIPTION

PARCEL 2:

THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, 569.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 1062.70 FEET TO THE SOUTHERNMOST CORNER OF A TRACT DESCRIBED IN WARRANTY DEED FROM EDNA HALBESMA TO HANNAH GEIGER RECORDED IN BOOK 115 AT PAGE 241 ON DECEMBER 27, 1957; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 323.02 FEET; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 484.85 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF LEGION ROAD; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE AND SAID CENTER LINE EXTENDED, 1925.22 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 00 SECONDS EAST, 126.93 FEET TO THE LINE OF A FENCE EXTENDED FROM THE EAST; THENCE NORTH 88 DEGREES 15 MINUTES 14 SECONDS EAST ALONG SAID FENCE LINE AND ITS EXTENSION, 2723.16 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 219.34 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 125.77 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 157.59 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 438.00 FEET AND A CHORD BEARING OF NORTH 37 DEGREES 33 MINUTES 32 SECONDS EAST, AND ARC DISTANCE OF 7.40 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 232.50 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.99 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM AS SHOWN IN A PLAT RECORDED IN PLAT BOOK 5 ON PAGE 16 (NOW 'SLOT 303'); THENCE SOUTH 52 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM, 421.96 FEET TO A LIMESTONE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID OAK HILL FARM BEING ALSO ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 445.77 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9 WHICH IS 1533.84 FEET, AS MEASURED ALONG SAID EAST LINE NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 15 MINUTES 14 SECONDS WEST, A DISTANCE OF 392.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

WINDETT RIDGE

11/20/2018

UNITS 1 & 2

FEE PER UNIT

FEE LOCK EXPIRATION DECEMBER 31, 2020 (ORD. 2013-51)

A paid receipt from the School District Office, 602-A Center Parkway
Yorkville, must be presented to the City prior to issuance of permit

Permits 1-140 (1st 140 permits) are to be \$1,500	(see note "a" below)	
Permits 141-280 (2nd 140 permits) are to be \$3,000		\$3,000
Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.		\$1,400

United City of Yorkville Fees

1. Building Permit		
Cost \$650 plus \$0.20 per square foot	\$650 + \$0.20(SF)	
2. Water Connection Fees		\$800
3. Water Meter Cost		\$550
4. City Sewer Connection Fees		\$0
5. Water and Sewer Inspection Fee		\$25
6. Public Walks/Driveway Inspection Fee		\$35
7. Development Fees		
Public Works	\$450	
Police	\$150	
Library	\$150	
Bristol-Kendall Fire	<u>\$300</u>	
Development Fees Total	\$1,050	\$1,050
8. Land-Cash Fees	<u>Attached Units</u>	
Park	\$0	
School (see note "b" below)	<u>\$2,689.02</u>	
Land-Cash Fees Total	<u>\$2,689.02</u>	\$2,689.02

Notes

- a. \$1,500 for permits #1-34 issued after 8/27/13 has been satisfied.
- b. Land-Cash has been satisfied per 'Townes at Windett Reserve Agreement'

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2018-14

NOTICE IS HEREWITH GIVEN THAT Al Eriksson, on behalf of CalAtlantic Group, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a fourth (4th) amendment to the Windett Ridge Planned Unit Development Agreement to allow for the extension of an additional three (3) years to complete the construction of a lift station and public improvements in Unit 2 of the Windett Ridge subdivision until December 31, 2023. The real property is generally located south of IL Route 71 and immediately east of IL Route 47 in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST ¼, 569.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 1062.70 FEET TO THE SOUTHERNMOST CORNER OF A TRACT DESCRIBED IN WARRANTY DEED FROM EDNA HALBESMA TO HANNAH GEIGER RECORDED IN BOOK 115 AT PAGE 241 ON DECEMBER 27, 1957; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 323.02 FEET; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE, 484.85 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF LEGION ROAD; THENCE CONTINUING SOUTH 35 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTER LINE AND SAID CENTER LINE EXTENDED, 1925.22 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 00 SECONDS EAST, 126.93 FEET TO THE LINE OF A FENCE EXTENDED FROM THE EAST; THENCE NORTH 88 DEGREES 15 MINUTES 14 SECONDS EAST ALONG SAID FENCE LINE AND ITS EXTENSION, 2723.16 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 33 SECONDS WEST, A DISTANCE OF 219.34 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 125.77 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 157.59 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 438.00 FEET AND A CHORD BEARING OF NORTH 37 DEGREES 33 MINUTES 32 SECONDS EAST, AND ARC DISTANCE OF 7.40 FEET; THENCENORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 232.50 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.99 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL

FARM AS SHOWN IN A PLAT RECORDED IN PLAT BOOK 5 ON PAGE 16 (NOW 'SLOT 303'); THENCE SOUTH 52 DEGREES 55 MINUTES 30 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, AS OCCUPIED, OF THE OAK HILL FARM, 421.96 FEET TO A LIMESTONE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID OAK HILL FARM BEING ALSO ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 445.77 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9 WHICH IS 1533.84 FEET, AS MEASURED ALONG SAID EAST LINE NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 15 MINUTES 14 SECONDS WEST, A DISTANCE OF 392.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, December 12, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: December 6, 2018
Subject: **PZC 2018-18 Heartland 3rd PUD Amendment (Text Amendment)**

BACKGROUND & REQUEST:

The petitioner, Marker Inc., is requesting an amendment to the Heartland Subdivision Planned Unit Development to reduce the interior side yard setback from twenty (20) feet to ten (10) feet on Lot 187 of the subdivision. Additionally, the petitioner is requesting to increase the maximum allowable height of a permitted fence in a business district from six (6) feet to eight (8) feet. This memorandum explains the existing conditions of the site, the request being made, and staff's recommendations regarding the request.

During the review process, there were several requests and comments made by staff and committee members. The petitioner is pursuing these requests but is being delayed by external forces. Once the outside issue is resolved, the petitioner will submit the requested materials. The following information is to provide the Planning and Zoning Commission with an overview of where this project currently stands.

EXISTING CONDITIONS:

Location

Lot 187 of the Heartland Subdivision is located at the southwest corner of McHugh Road and US Route 34 (Veterans Parkway). While the property is closest to the Heartland Center Commercial Development, this parcel was included for commercial use as part of the Heartland subdivision. Therefore, the language and agreements in the Heartland Subdivision Annexation Agreement apply to this property.



Zoning & Land Uses

The subject property is currently zoned B-3 General Business District. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	B-3 General Business District	US 34/Undeveloped Land
South	R-3 Kendall County	McHugh Rd/Unincorporated Residential
East	B-3 General Business District	McHugh Rd/Heartland Center
West	B-3 General Business District	Casey's Gas Station and Convenience Store

Annexation & PUD Agreement:

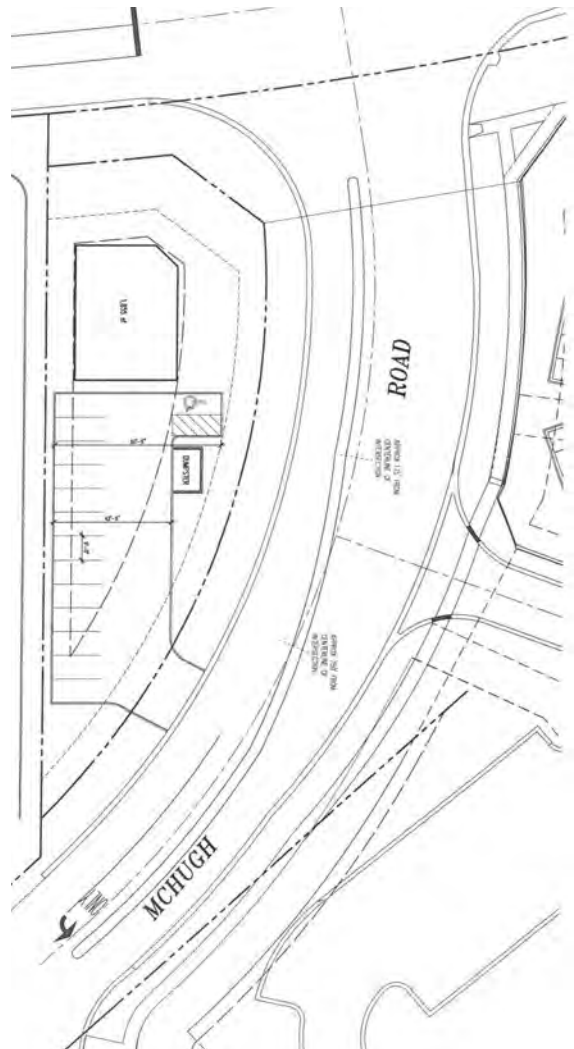
The petitioner is requesting to amend Ordinance 1999-30 (Approving Annexation and PUD). This will be the 3rd amendment to the annexation agreement as Ordinance 2001-44 and Ordinance 2005-05 were the first and second amendments, respectively. Since the Annexation Agreement and the PUD Agreement are a single document, the request must go through a public hearing process and be reviewed by the Planning and Zoning Commission as a PUD Agreement Amendment.

PETITIONER REQUEST:

The petitioner submitted their application for a Planned Unit Development (PUD) amendment on August 22, 2018. Their application states that they would like to reduce the interior side yard setback (located on the west side of the property) from twenty (20) feet to ten (10) feet. The submitted conceptual site plan for this property is illustrated in the exhibit to the right.

The petitioner also requested permission to either reduce the median within McHugh Road near the subject property to make it a mountable median or request the City remove the median from the property to the south terminus of the median. The petitioner states that the current median creates unnecessary and additional traffic going through adjacent properties for vehicles performing a north traffic movement to Route 34.

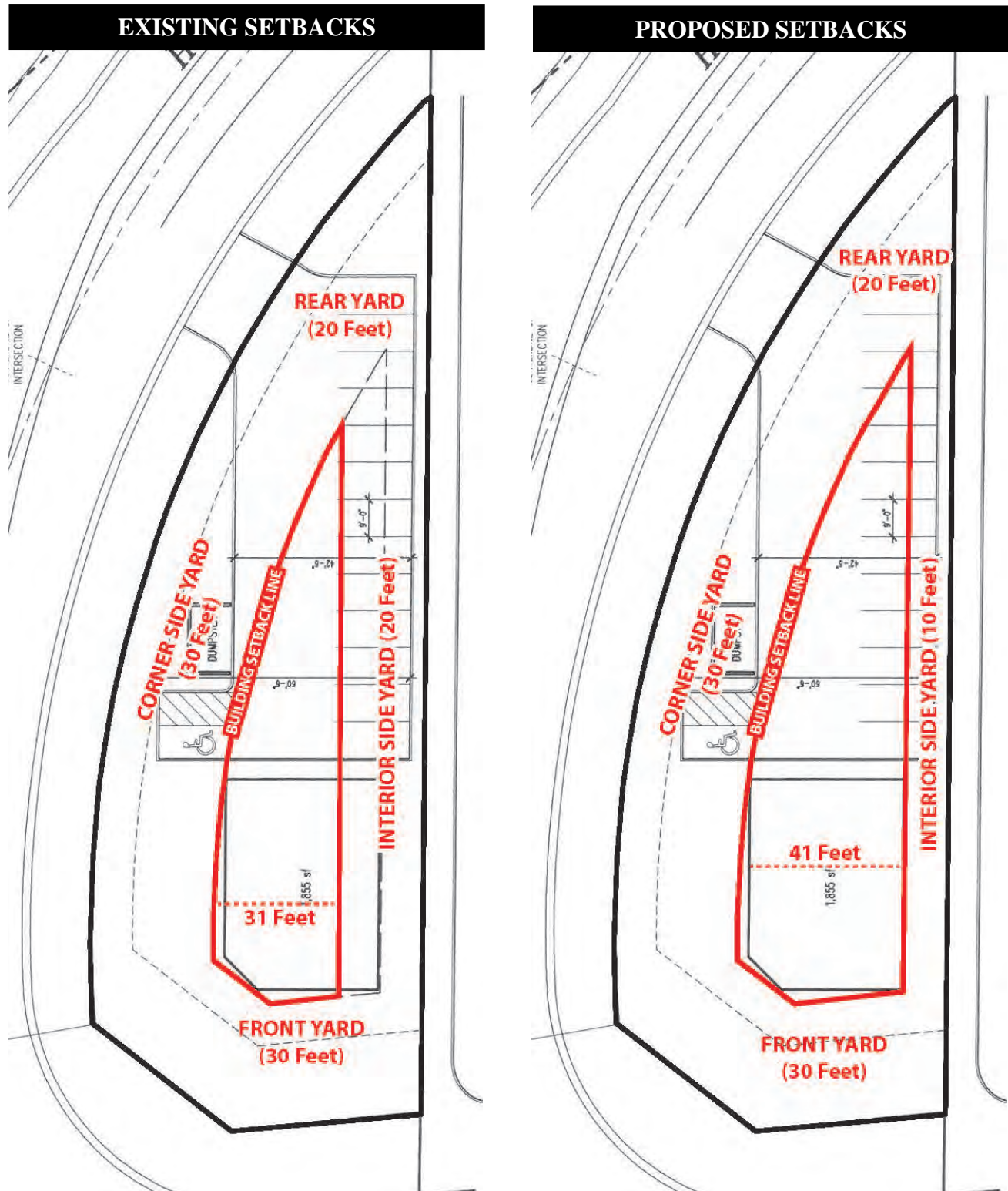
Staff reviewed the initial requests with the petitioner at a Plan Council Meeting on September 27, 2018. Staff provided our comments and concerns about the requests which will be covered in detail later within this memorandum. Several weeks after the Plan Council meeting, the petitioner asked to also include a request to increase the maximum height of an interior side yard fence to eight (8) feet. Table 10.17.02 in Chapter 17 of the City's Zoning Ordinance states, a fence in a business district may be a maximum of six (6) feet. Staff has included this request in the public hearing notice for the petitioner's scheduled hearing on November 14, 2018. **It should be noted that this request was not reviewed at the Plan Council meeting.**



STAFF REVIEW:

Yard Comparison

The graphics below illustrate the difference between the buildable areas with the existing setbacks and the proposed setbacks.



Bulk Regulations

The following table describes the bulk regulations in the B-3 Zoning District in relation to the submitted conceptual site plan:

	B-3 Required	Proposed/Notes
Maximum Height	80' or 6 stories	Concept Plan indicates a 2 or 3 story building with a maximum of 45' in height
Maximum Lot Coverage	80%	Concept Plan shows 51% lot coverage
Front Yard Setback	50'	Ord. 1999-30 established a Front Yard Setback of 30' Concept plan shows a 30' setback
Side Yard Setback	20'	This is being proposed to be reduced to 10' Concept plan shows a 10' setback
Corner Side Yard Setback	30'	Concept plan shows a 30' setback
Rear Yard Setback	20'	Concept plan shows the structure over 100' from rear lot line

The proposed concept plan meets all of the criteria for bulk regulations (including the proposed side yard setback reduction).

Massing

The general location and size of the property only allows for construction of a small building structure within the envelope. To take advantage of the largest part of the building envelope, the structure would have to be placed at the very front of the parcel. To envision how the structure would relate to other properties, a rough example has been generated. It should be noted that the building represented below is the maximum size the petitioner has illustrated.



Parking

The Concept Plan indicates that there are a total of 14 parking spaces including an ADA parking space. Section 10-16-3-F of the City's Zoning Ordinance states that general retail shall provide 3 parking spaces per 1,000 square feet of floor area and office uses shall provide 2 parking spaces per 1,000 square feet of floor area. The Concept Plan indicates that the building will have a floor area of 1,855 square feet. A total of 6 parking spots are required for a single story building of this size.

Staff is requesting the petitioner to indicate a definite number of stories for the proposed structure. A two story building of this size would still meet parking standards; however a three story building will not meet parking requirements.

Lighting

A photometric plan indicating that the maximum illumination at the property line shall not exceed 0.1 foot-candle and no glare shall spill onto adjacent properties or rights of way must be provided by the petitioner as part of the building permit process.

Median Reduction or Removal

At the Plan Council meeting, City staff and the City's engineering consultant informed the petitioner that neither would support the removal or reduction of the median on McHugh Road. The amount of nearby ingress and egress points along McHugh Road and the turn lanes from McHugh Road onto US Route 34 make the median necessary for safety purposes. Once the petitioner was made aware of the safety concerns and the City's opposition to the request, the petitioner has decided not to move forward with the request being put into the PUD amendment request.

Fencing

The petitioner is requesting to increase the height of an interior side yard fence on the west side of the property to eight (8) feet. **The petitioner has not yet provided any details of the fence or the purpose for the increase in height. Once the petitioner provides information regarding any hardships the property creates and the need for additional screening height, staff will review before making a recommendation.**

Comprehensive Plan

The 2016 Comprehensive Plan designates the future land use for this property as Mid-Density Residential. The purpose behind this designation was to acknowledge the existing residential apartment complex adjacent to this property. The apartment complex has been removed and replaced with the Casey's General Store. The Comprehensive Plan shows adjacent properties are designated for neighborhood retail and commercial development along Route 34 is of high priority within the plan. **The proposed office use is not consistent with the designated future land use in the Comprehensive Plan and is not a neighborhood retail use. Therefore, if this request is approved, an amendment to the Yorkville Comprehensive Plan will be necessary to change the future land use to the most appropriate land use designation of Destination Commercial. The Comprehensive Plan characterizes Destination Commercial as a variety of low-scaled auto oriented commercial uses including offices and for properties generally located along Route 47 and Veterans Parkway.**

Vehicle Access & Circulation

After reviewing the submitted conceptual site plan, staff is concerned about the potential access and circulation of vehicle traffic at this location. The only access point is located along McHugh Road and will be a "right-in, right-out" intersection. The petitioner stated that they may be able to widen the access drive and add a median to accommodate larger vehicles, such as fire trucks, to ensure there is no backup in case of emergency. While this may help alleviate some concerns, staff has recommended that the site provide a connection to the adjacent property to the west, Casey's General Store, to ensure that access can be obtained from US Route 34 and McHugh Road.

Committee members from the Economic Development Committee voiced a similar concern for safety with access along McHugh Road. At the November 6, 2018 meeting, committee members suggested that access should be provided through the Casey's General Store to the west. This would allow access to the property through Casey's parking lot off of McHugh Road and Route 34 which would limit the amount of additional traffic and turning movements along McHugh Road. Committee members were skeptical about increasing the amount ingress and egress points on an already busy McHugh Road. Staff agrees with the committee's suggestion and has directed the petitioner to develop a plan that connects their property with the adjacent property.

The petitioner has made several efforts to contact Casey's General Store to see their interest in allowing access off their property. The petitioner has contacted the owner's and project engineer to receive their decision and the parties have not made a decision as of today. **This is the main reason that the petitioner is waiting to complete the rest of the requested materials. Once this issue is resolved and a decision is made, the petitioner will move forward accordingly.**

ECOMINC DEVELOPMENT COMMITTEE:

The Economic Development Committee reviewed the proposed amendment on November 6, 2018. As stated previously, the committee made several suggestions that access off of McHugh Road should be avoided. Additionally, the committee requested more detailed architectural plans be submitted to help the committee understand what the petitioner is trying to accomplish. Since this is part of a Planned Unit Development Agreement, the architectural features and site plans may be reviewed and required by reviewing bodies. **Staff agrees that additional architectural and potential massing exhibits should be created before moving forward with this request. As stated before, the petitioner is waiting for a response from Casey's General Store before moving forward with drafting more detailed plans as it could affect the final design.**

STAFF COMMENTS:

Since all of the necessary documentation has not yet been submitted due to external factors, **staff is recommending that the public hearing for this request be continue at the February 13, 2018 Planning and Zoning Commission meeting.** This should provide enough time for the petitioner to get their response from Casey's and create the requested materials for submission.

PROPOSED MOTION:

Based upon information provided by staff in a memorandum dated December 6, 2018, and testimony provided at the December 12, 2018 Planning and Zoning Commission meeting, the Planning and Zoning Commission moves to continue the public hearing for PZC 2018-18 to the regularly scheduled February 13, 2018 Planning and Zoning Commission meeting.

ATTACHMENTS:

1. Petitioner Application with attachments
2. EEI September 25, 2018 Review Memo

Application For Amendment

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s)

Business Address

City State ZIP

Business Phone Business Fax

Business Cell Business E-mail

Property Information

Name of Holder of Legal Title

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

Zoning and Land Use of Surrounding Parcels

North	B-3 General Business District
East	B-3 General Business District
South	County R-3
West	B-3 General Business District

Current Zoning Classification

Kendall County Parcel Number(s) of Property

02-28-252-013	

List all governmental entities or agencies required to receive notice under Illinois law:

Application For Amendment

Property Information

Name of Agreement

Date of Recording

Summarize the items to be amended from the existing agreement:

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Land Planner/Surveyor

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Amendment

Attachments

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

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

Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Applicant must attach amendments from the existing agreement and title it as "Exhibit D".

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

x Pamela Macken

Date

8/22/18

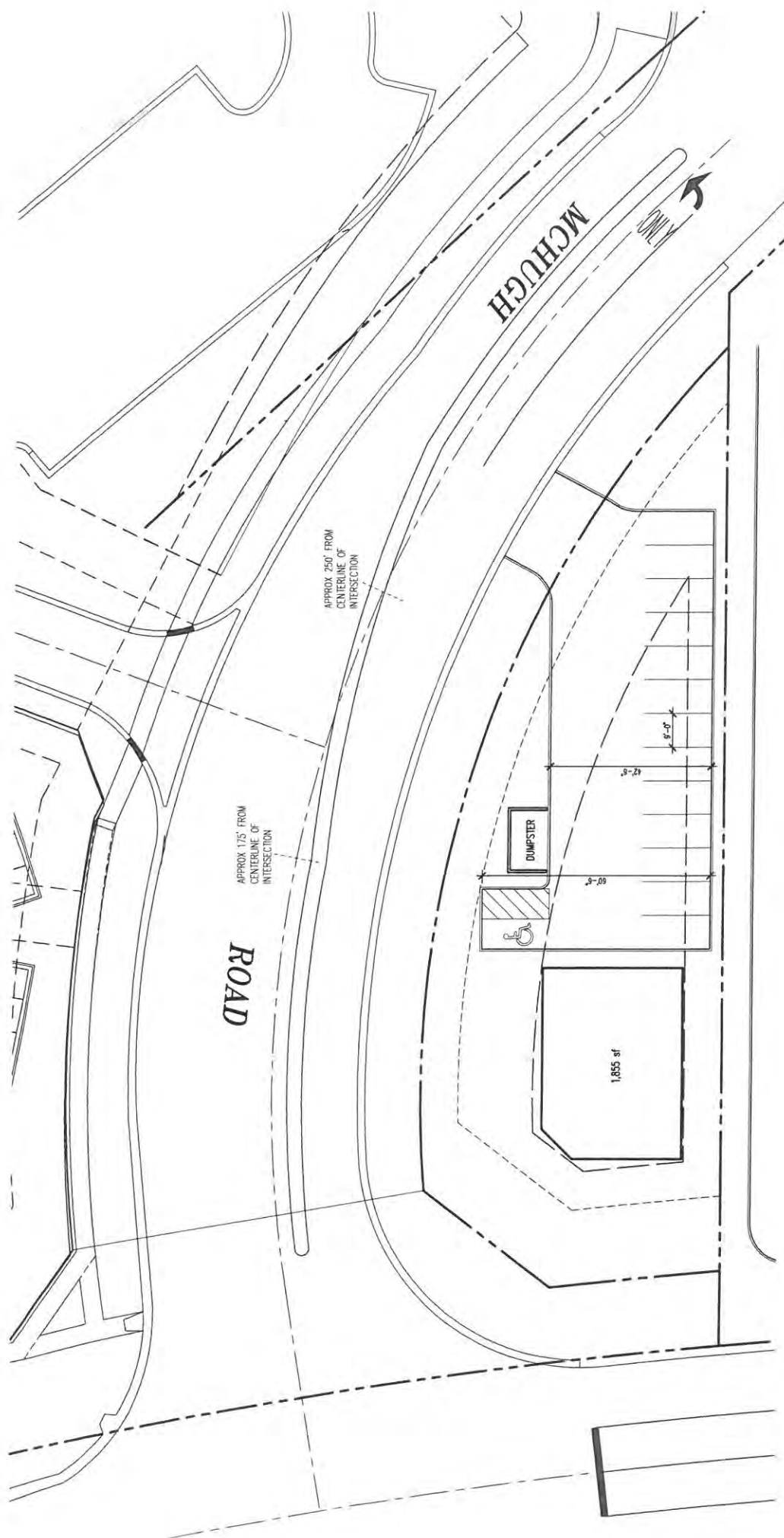
Monkey Inc

By: [Signature]

THIS APPLICATION MUST BE NOTARIZED
PLEASE NOTARIZE IN THE SPACE BELOW:

Petitioner requests to amend the western building setback line from 20 feet to 10 feet in width adjacent to the existing Casey's Gas Station in order to permit a retail/office building that would meet all other setbacks pursuant to Section B.2 of the PUD Agreement which adopts The United City of Yorkville Subdivision Control Ordinance that provides for a 20 foot side/rear setback.

Petitioner also requests permission to either reduce the median at the driveway location of Petitioners site as shown in the attached diagram to make the same a drive-over median at that location or in the alternative the City consider removing the median from the property to the south terminus of the median. As it is currently located the median creates unnecessary and additional traffic going thru the daycare and Marker Office Building for vehicles performing a north traffic movement to Route 34. If a traffic study were observed by the Engineer for the City, it would show the stacking of the turn lanes to be more than sufficient; and elevation of the median from the Veterans Way Center South would lessen the traffic flow near the Daycare center and the nearby residential Subdivision.





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

**INVOICE & WORKSHEET
PETITION APPLICATION**

CONTACT:

Marker, Inc.
608 E. Veterans Pkwy. Ste D
Yorkville, IL 60560

DEVELOPMENT/ PROPERTY:

Heartland Center
Acreage: 15,559 sq. ft.
Date: 8/21/18

Concept Plan Review: ☐ Yes ☐ No
Engineering Plan Review Deposit of \$500 due

\$ _____

Amendment: ☒ Yes ☐ No
\$500.00 Fee due for each: (Annexation) (Plan) (Plat) (PUD)

\$500.00

Annexation: ☐ Yes ☐ No
\$250.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$250

\$ _____

Rezoning: ☐ Yes ☐ No
\$200.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$200
If annexing and rezoning, charge only 1 per acre fee.
If rezoning to a PUD, charge PUD Development Fee- not Rezoning Fee.

\$ _____

Special Use: ☐ Yes ☐ No
\$250.00, plus \$10/acre for each acre over 5.
of acres: _____ - 5 = _____ x \$10 = _____ + \$250

\$ _____

Zoning Variance: \$85.00 ☐ Yes ☐ No
Outside Consultants deposit of \$500.00 due

\$ _____

Preliminary Plan Fee: \$500.00 ☐ Yes ☐ No

\$ _____

P.U.D. Fee: \$500.00 ☒ Yes ☐ No

\$500.00

Final Plat Fee: \$500.00 ☐ Yes ☐ No

\$ _____

Engineering Plan Review Deposit: ☐ Yes ☐ No
☒ Less than 1 acre = \$1,000 due
☐ Over 1 acre and less than 10 acres = \$2,500 due
☐ Over 10 acres and less than 40 acres = \$5,000 due
☐ Over 40 acres and less than 100 acres = \$10,000 due
☐ Over 100 acres = \$20,000 due

\$1,000.00

Outside Consultants Deposit: ☐ Yes ☐ No
Legal, Land Planner, Zoning Coordinator, Environmental Services
Annexation, Subdivision, Rezoning, and Special Use:
☒ Less than 2 acres = \$1,000 due
☐ Over 2 acres and less than 10 acres = \$2,500 due
☐ Over 10 acres = \$5,000 due

\$1,000.00

TOTAL AMOUNT DUE:

\$3,000.00

Word/ O Drive/ Dev. Dep. ARO/ Fee Sheet Wkst



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

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Property Address: Marker, Inc.	Project No.: FOR CITY USE ONLY	Fund Account No.: FOR CITY USE ONLY
--	---------------------------------------	--

Petition/Approval Type: *check appropriate box(es) of approval requested*

<input type="checkbox"/> Concept Plan Review	<input type="checkbox"/> Amendment (Text) (Annexation) (Plat)	<input type="checkbox"/> Annexation
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Special Use	<input type="checkbox"/> Mile and 1/2 Review
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Final Plans
<input checked="" type="checkbox"/> P.U.D.	<input type="checkbox"/> Final Plat	

Petitioner Deposit Account Fund:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

Name/Company Name: Marker, Inc.	Address: 608 E. Veterans Pkwy., Ste. 1D	City: Yorkville	State: Illinois	Zip Code: 60560
Telephone: 630-553-3322	Mobile:	Fax: 630-553-5736	E-mail: gjmarker@hotmail.com	

Financially Responsible Party:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Print Name: Pamela Marker Title: _____
Signature*: [Signature] Date: 8/22/18

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

FOR CITY USE ONLY

ACCOUNT CLOSURE AUTHORIZATION:

Date Requested: _____ ☐ Completed ☐ Inactive

Print Name: _____ ☐ Withdrawn ☐ Collections

Signature: _____ ☐ Other

DEPARTMENT ROUNTING FOR AUTHORIZATION: ☐ Comm Dev. ☐ Building ☐ Engineering ☐ Finance ☐ Admin.



AFTER RECORDING RETURN TO:

MAIL TAX BILLS TO:

PAMELA S. MARKER, 1626
MISTWOOD DRIVE, NAPERVILLE,
ILLINOIS 60540

201000006839

DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 4/15/2010 10:17 AM
OCD: 49.00 RHSPS FEE: 10.00
PAGES: 2

THIS INSTRUMENT PREPARED BY:

RICHARD MARKER ASSOCIATES,
INC., 728 E. VETERANS PARKWAY,
YORKVILLE, ILLINOIS 60560

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, that THE GRANTOR, Richard Marker Associates, Inc., an Illinois Corporation, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby duly acknowledged, Conveys and Quit-claims to Pamela S. Marker of the County of DuPage and the State of Illinois, all interest in the following described real estate in the United City of Yorkville, County of Kendall and State of Illinois, to-wit:

LOT 187 IN HEARTLAND IN YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 27 AND PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 37 NORTH RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 2001 AS DOCUMENT NO. 200100002570 IN KENDALL COUNTY, ILLINOIS.

The above real estate is not a Homestead property.

Permanent Real Estate Index Number: 02-27-356-002

Common Address of real estate: SOUTHWEST CORNER OF VETERANS PARKWAY AND McHUGH ROAD IN YORKVILLE, IL.

Dated this 14th day of APRIL, 2010

Grantor: Richard Marker Associates, Inc.

By: Richard Marker

Richard Marker, President

STATE OF ILLINOIS)
COUNTY OF KENDALL) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that
RICHARD MARKER, personally known to me to be the PRESIDENT of
RICHARD MARKER ASSOCIATES, INC., and personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such
PRESIDENT, he/she signed and delivered said instrument, as his/her free and voluntary act, for the uses and
purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of April, 2010

Tami C. Crisci
Notary Public

My Commission Expires: 02/09/14



THIS TRANSACTION IS EXEMPT FROM THE TRANSFER TAX UNDER 35ILCS 200/31-45, PARAGRAPH E.

Janyk April 14, 2010

Unofficial

LEGAL DESCRIPTION

LOT 187 IN HEARTLAND IN YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 27 AND PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 37 NORTH RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 2001 AS DOCUMENT NO. 200100002570 IN KENDALL COUNTY, ILLINOIS

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2018-18

NOTICE IS HEREWITH GIVEN THAT Marker, INC, petitioner has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting an amendment to the Heartland Subdivision Planned Unit Development to reduce the interior side yard setback from twenty (20) feet to ten (10) feet on Lot 187 of the subdivision. Additionally, the petitioner is requesting to increase the maximum allowable height of a permitted fence in a business district from six (6) feet to eight (8) feet. The real property is located at the southwest corner of the McHugh Road and Route 34 intersection in Yorkville.

The legal description is as follows:

LOT 187 IN HEARTLAND IN YORKVILLE UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 27 AND PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 37 NORTH RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 2001 AS DOCUMENT NO. 200100002570 IN KENDALL COUNTY, ILLINOIS

PINs: 02-28-252-013

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, November 14, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

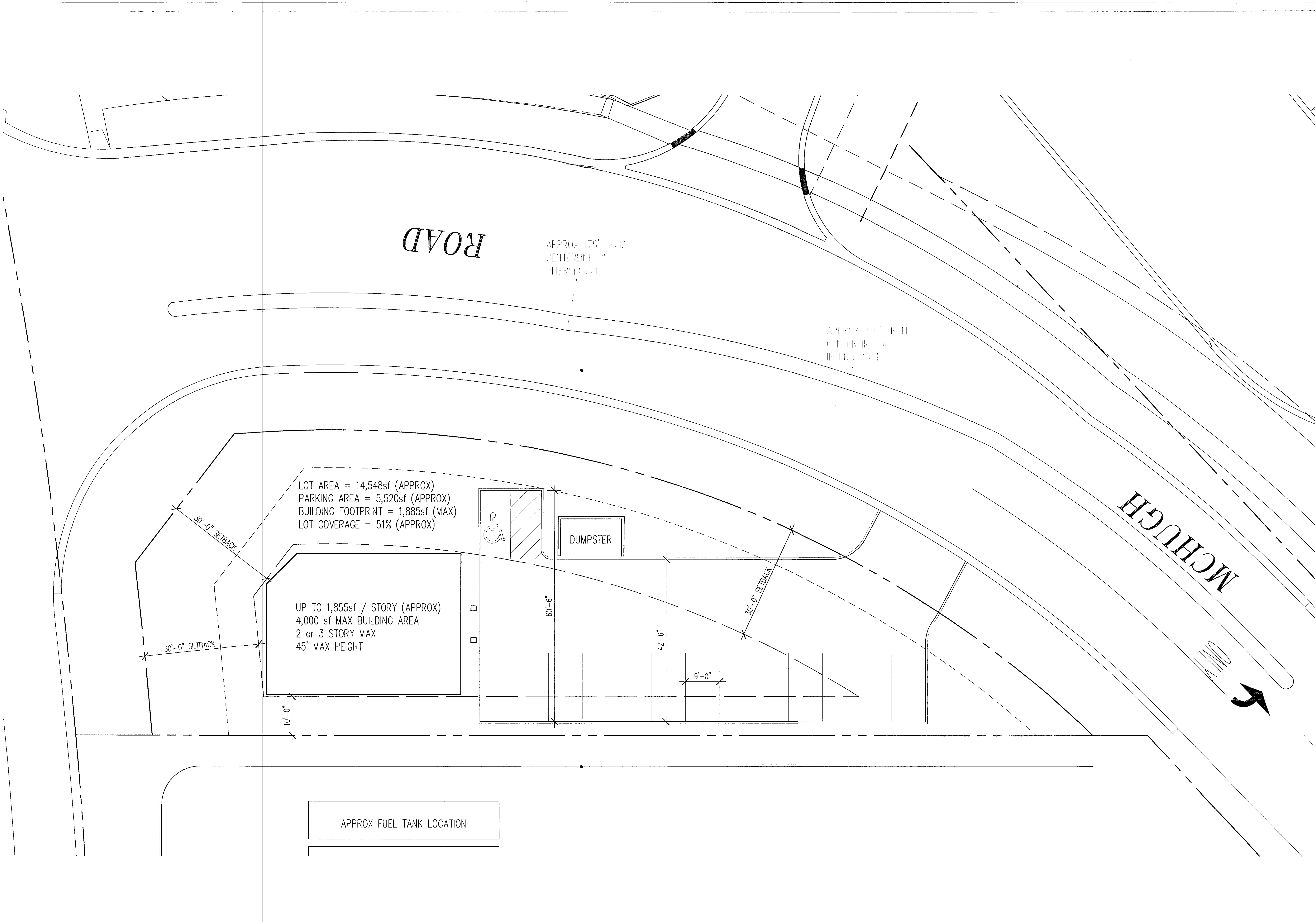
The public hearing may be continued from time to time to dates certain without further notice being published.

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



ROAD

APPROX 175' FROM
CENTERLINE
INTERSECTION

APPROX 200' FROM
CENTERLINE
INTERSECTION

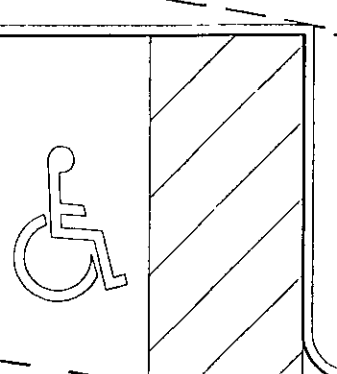
HIGHWAY

ONLY



LOT AREA = 14,548sf (APPROX)
PARKING AREA = 5,520sf (APPROX)
BUILDING FOOTPRINT = 1,885sf (MAX)
LOT COVERAGE = 51% (APPROX)

UP TO 1,855sf / STORY (APPROX)
4,000 sf MAX BUILDING AREA
2 or 3 STORY MAX
45' MAX HEIGHT



DUMPSTER

60'-6"

42'-6"

9'-0"

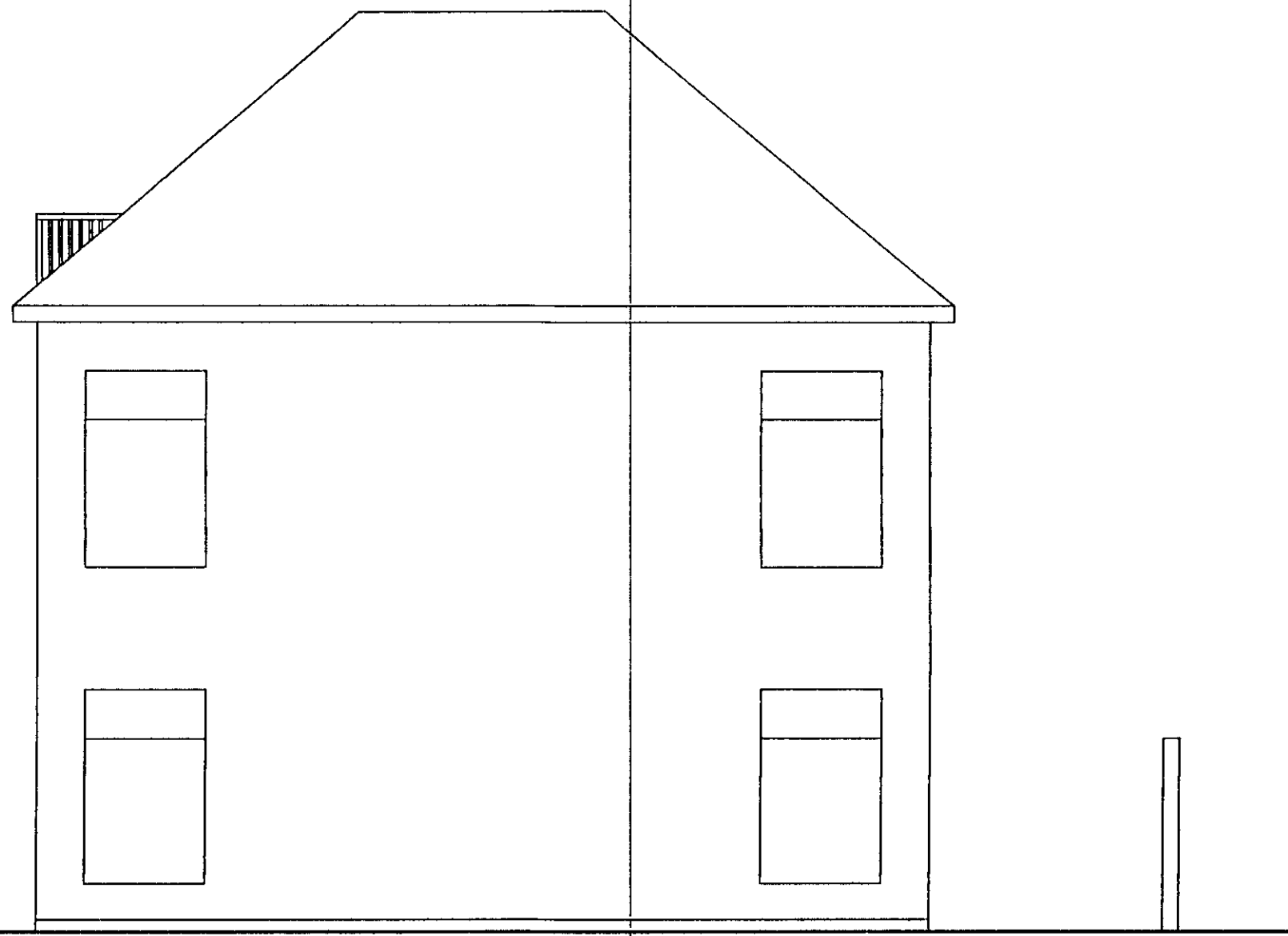
30'-0" SETBACK

30'-0" SETBACK

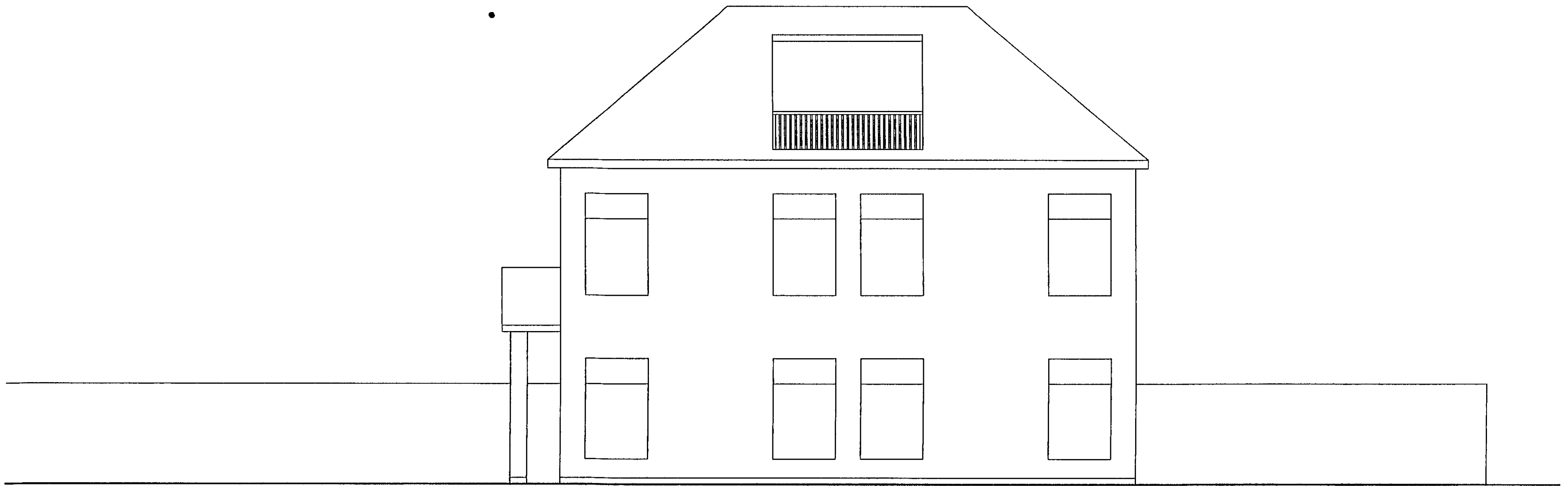
30'-0" SETBACK

10'-0"

APPROX FUEL TANK LOCATION



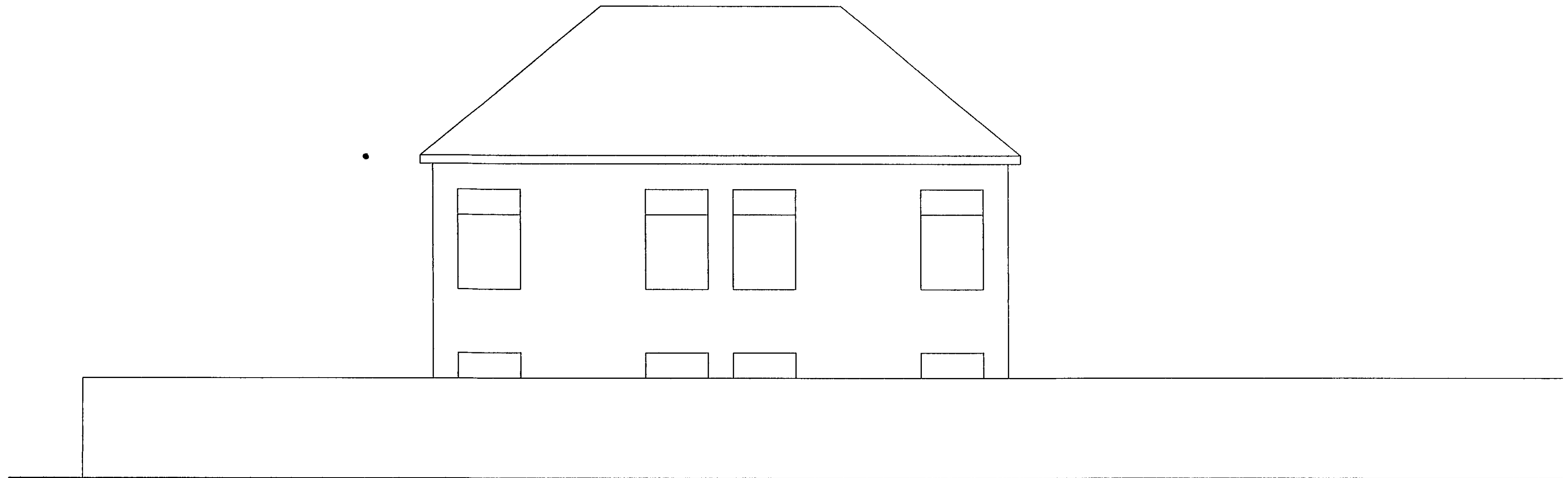
North Elevation



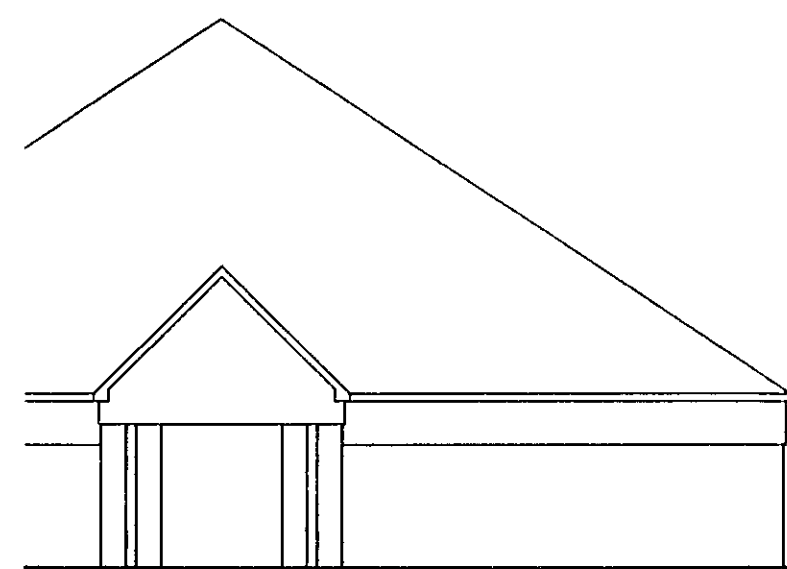
East Elevation



South Elevation

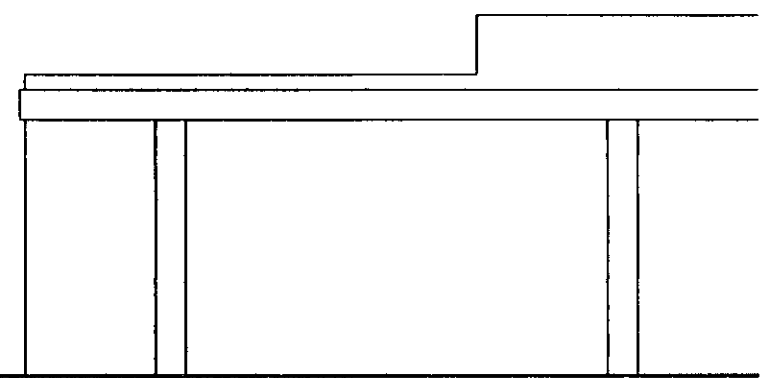
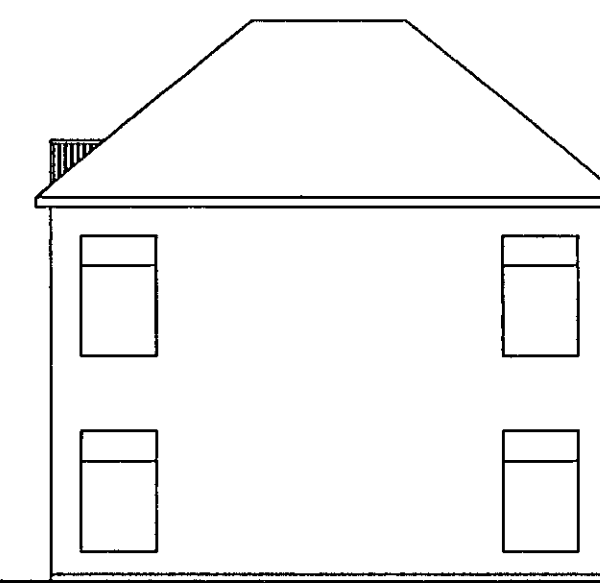


West Elevation



Blackstone

McHugh Road



Casey's



September 25, 2018

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Heartland Unit 1 – Lot 187
PUD Amendment Request
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

We have reviewed the following items for the above referenced project:

- Application for Amendment w/ attachments (10 pages) dated August 22, 2018 and prepared by Marker, Inc.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

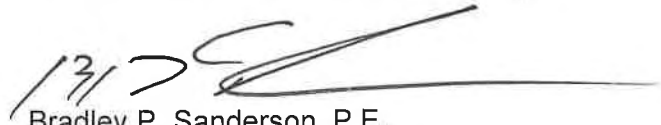
1. We do not object to the reduction in the rear yard setback from 20 feet to 10 feet, as it is adjacent to the Casey's parking/drive area. All other zoning, engineering, and landscaping requirements must be met.
2. We do not support changes to the median along McHugh Road as it would conflict with several turning movements.
3. For the project to proceed, the following shall be submitted to the United City of Yorkville for review during the final engineering process:
 - a) Final Engineering Plans
 - b) Lighting/Photometric Plan
 - c) Landscape Plan

- d) Engineer's Opinion of Probable Construction Cost for public improvements including earthwork, stormwater management, erosion control and work within the road ROW.
 - e) Engineer's Opinion of Probable Construction Cost for all improvements.
4. A single lot development checklist is attached.
 5. A Stormwater Permit and stormwater management report including all required runoff and detention calculations is required for development. Since the proposed site improvements is a non-residential parcel with less than 3 acres in area and resulting in disturbance of more than 5,000 square feet and resulting in 25% or more of the site area as impervious surface, detention will be required. (Section 203.1.c of the Kendall County Stormwater Ordinance).
 6. We have reviewed the available wetland inventory maps and the regulatory floodplain maps and found no issues. This should be confirmed at the project moves in to final engineering.
 7. The acceptability of the amount of parking stalls that are provided will need to be confirmed by the City.
 8. The proposed driveway entrance does not appear to comply with the City Ordinance. This shall be confirmed/revised during engineering.

The design engineer should make the necessary revisions and resubmit for further review.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.


Bradley P. Sanderson, P.E.
Vice President

BPS/TAM

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Jason Engberg, Senior Planner (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratosh, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Lisa Pickering, Deputy Clerk (via email)
JAM, EEI (Via e-mail)

UNITED CITY OF YORKVILLE

GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS

- PROFESSIONAL ENGINEER SIGNATURE AND SEAL ON DRAWINGS AND CALCULATIONS
- LOCATION MAP AND ADDRESS, J.U.L.I.E. NOTE INCLUDED ON PLANS
- BENCHMARKS BASED ON NAVD 88 DATUM
- EXISTING UTILITIES AND TOPOGRAPHY TO BE PROVIDED
 - ✓ EXISTING ELEVATIONS AND CONTOURS SHOWN AT 1' INTERVALS
- COMPLIANCE WITH SUBDIVISION GRADING PLAN (IF APPLICABLE) AND/OR PROVIDE PROPOSED GRADING PLAN
 - ✓ PROPOSED ELEVATIONS AND CONTOURS AT 1' INTERVALS
 - ✓ INDICATE BUILDING TOP OF FOUNDATION (2 FT. ABOVE H.W.L.)
 - ✓ STORM WATER DRAINAGE - SAFE OUTLET AVAILABLE AND ADEQUATE CONVEYANCE PROVIDED
- FLOOD PLAIN OR FLOOD WAY REQUIREMENTS TO BE ADDRESSED, IF NECESSARY
- STORM WATER MANAGEMENT
 - ✓ PER KENDALL COUNTY/YORKVILLE STORM WATER MANAGEMENT ORDINANCE
 - ✓ APPLY FOR STORM WATER PERMIT, IF NECESSARY
- PROVIDE STORM WATER POLLUTION PREVENTION (SWPP) PLAN
 - ✓ APPLY FOR NOI PERMIT, IF NECESSARY
 - ✓ NOTE THAT RECEIPT OF NPDES PERMIT REQUIRED PRIOR TO CONSTRUCTION
- PROVIDE TYPICAL PAVEMENT SECTIONS (3" BIT. WITH 10"STONE, MINIMUM)
- PAVEMENT MARKINGS AND SIGNAGE
- ENTRANCE DETAIL
- HANDICAP RAMP DETAIL (USE IDOT STANDARD)
- WATER SERVICE (**USE CITY STANDARD DETAILS AND NOTES**)
 - ✓ PROVIDE SEPARATE FIRE PROTECTION SERVICE LINE
- SANITARY SERVICE WITH INSPECTION MANHOLE (**USE YBSD STANDARD NOTES**)
- APPLY FOR APPROPRIATE IEPA PERMITS – WATER AND SANITARY, IF NECESSARY
- PROVIDE EASEMENTS, IF NECESSARY
- LANDSCAPE PLAN
- SPECIFICATIONS, AS REQUIRED
- COMPLIANCE WITH ZONING CODE
- LIGHTING ANALYSIS (PHOTOMETRIC PLAN)
- PERFORMANCE GUARANTEE FOR PUBLIC IMPROVEMENTS



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 4, 2018
Subject: **PZC 2018-19 Brewery - Text Amendment to Zoning Ordinance**
Identifying breweries as permitted uses in all Manufacturing Zoned Districts and Special Uses in all Business Zoned Districts

BACKGROUND & REQUEST:

As the Economic Development Committee will recall in July 2010, the City Council approved Ordinance 2010-37 which amended the Zoning Ordinance to allow for the manufacturing of alcoholic beverages as a permitted use within the M-1 Limited Manufacturing District and identified “microbreweries/brewpubs” as permitted Special Uses within the City’s business districts. Since that time, the City also adopted Ordinance 2015-32 which amended the Zoning Ordinance by adding microbreweries/brewpubs, microdistilleries and microwineries as permitted uses in all business and manufacturing districts.

Staff continues to improve upon and refine this area of the Zoning Ordinance in light of recent business interest and to remain competitive among surrounding communities within this trending market. Therefore, staff is proposing to amend the text of the zoning ordinance to identify a full-scale “Brewery” as a permitted use in the M-1 and M-2 manufacturing districts, and as a special use in the B-1, B-2, B-3 and B-4 business districts.

Additionally, the definition and liquor class of “Microbrewery/Brewpub” (Class M) will be amended to allow no more than 155,000 gallons of beer per year for sale to mirror the maximum production amount allowed by State Statute for liquor license classification purposes, and a new Class K license will be created for breweries.

PROPOSED TEXT AMENDMENT:

Staff is recommending the following revisions to the Zoning Ordinance regarding Microbreweries/Brewpubs and Breweries:

1. Amend the Permitted and Special Uses Table in Section 10-06-03 to identify “**Brewery**” as a permitted use in the M-1 Limited Manufacturing and M-2 General Manufacturing districts and a special use in the B-1 Local Business, B-2 Retail Commerce Business, B-3 General Business, B-4 Service business districts.

2. Amend Title 10-2-3 of the Zoning Ordinance to include the following definitions:

Brewery: An establishment that engages in the manufacture of beer as such terms are defined in the Liquor Control Act of 1934, as amended, and has obtained a liquor license from the City.

3. Amend Section 10-2-3: Definitions to read as follows:

Microbrewery or Brewpub: A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's

storage tanks. Total production capacity shall not exceed one hundred and fifty-five thousand (155,000) gallons per calendar year. One U.S. barrel is equivalent to thirty one (31) gallons.

4. Amend Section 10-6-1-G: Microbrewery to read as follows:

Microbreweries/brewpubs, where if off premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on premises and off premises sales.

Microbrewery/brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty five percent (25%) of the total floor area.

Additionally, the Liquor License regulations will be amended and revised to add the following definitions:

Class M - Microbrewery/brewpub. A restaurant that manufactures only at the designated licensed premises less than 155,000 gallons of beer per year for sale primarily in the restaurant on the premises for either on premise or off premise consumption. Sales may also be made to importing distributors, distributors and to non-licensees for use and consumption. The brewery shall be an accessory use to the restaurant and shall not be more than twenty-five percent (25%) of the total floor area.

Class K - Brewery. The manufacturing and retail sale of less than 930,000 gallons of beer per year for consumption on and off the premises, the retail sale on the premises of beer and wine products not manufactured on the premises and the sale to importing distributors, distributors and to other retail liquor licensees. A brewery shall also be licensed as a Class 1 Brewer by the Illinois Liquor Control Commission.

A brewery may include a tavern or restaurant as an accessory use in compliance with the ordinances of the City and any condition imposed upon its liquor license. The area of the retail sales area shall not be more than twenty-five percent (25%) of the total floor area of the premises.

STAFF COMMENTS:

Staff will be available to answer any questions the Planning and Zoning Commission may have regarding the text amendments. The proposed amendment to the City's Liquor Control Ordinance will also be presented at the January 3, 2019 Public Safety Committee meeting and then forwarded to City Council for approval.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on December 12, 2018 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request for text amendment to Chapter 6:

Permitted and Special Uses in the Zoning Ordinance to identify “brewery” as a permitted use in the M-1 Limited Manufacturing and M-2 General Manufacturing districts and as a special use in the B-1 Local Business, B-2 Retail Commerce Business, B-3 General Business, B-4 Service Business districts. This text amendment will provide regulations for the establishment and operation of such uses in these zoning districts. Additionally, the definition for “microbreweries/brewpubs” will also be amended to allow the maximum production per calendar year of 155,000 gallons, as presented by staff in a memorandum dated December 4, 2018 and further subject to {insert any additional conditions of the Planning and Zoning Commission}....

Ordinance No. _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE ZONING ORDINANCE BY REVISING THE DEFINITION OF MICROBREWERY AND ADDING BREWERIES AS PERMITTED USES IN MANUFACTURING DISTRICTS AND SPECIAL USES IN THE BUSINESS DISTRICTS.

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

WHEREAS, pursuant to Section 10-4-10 of the Yorkville Zoning Ordinance the City may initiate amendments to the Yorkville Zoning Ordinance; and,

WHEREAS, the City filed seeking an amendment to the Yorkville Zoning Ordinance to amend the definition of microbrewery and to include as a permitted use breweries in the City’s manufacturing districts and as special uses in the business districts; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on December 12, 2018, to consider the request and made Findings of Fact and Recommendations to the City Council to approve the requested text amendments.

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

Section 1: The above recitals are incorporated and made a part of this Ordinance.

Section 2: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by the addition of the following definition:

“**BREWERY:** An establishment that engages in the manufacture of beer as such terms are defined in the Liquor Control Act of 1934, as amended, and has obtained a liquor license from the City.”

Section 3: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is further hereby amended to revise the following definition for “Microbrewery” to read:

“**MICROBREWERY OR BREWPUB:** A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year. One U.S. barrel is equivalent to thirty one (31) gallons.

Section 4: That Section 10-6-1-G of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended to read as follows:

“10-6-1 Special Conditions

G. Microbreweries/brewpubs, where if off premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on premises and off premises sales.

Microbrewery/brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty five percent (25%) of the total floor area.”

Section 5: That Table 10-06-03 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended by adding “Brewery” as a permitted use in the following zoning districts:

M-1 Limited Manufacturing District, and
M-2 General Manufacturing District.

Section 6: That Table 10-06-03 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended by adding “Brewery” as a special use in the following zoning districts:

B-1 Local Business District,
B-2 Retail Commerce Business District,
B-3 General Business District, and
B-4 Service Business District

Section 7: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

City Clerk

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
ARDEN JOE PLOCHER _____

KEN KOCH _____
SEAVAR TARULIS _____
JOEL FRIEDERS _____
JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

Mayor

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLAN COMMISSION
PZC 2018-19

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 6: Permitted and Special Uses in the Zoning Ordinance to identify “brewery” as a permitted use in the M-1 Limited Manufacturing and M-2 General Manufacturing districts and as a special use in the B-1 Local Business, B-2 Retail Commerce Business, B-3 General Business, B-4 Service Business districts. This text amendment will provide regulations for the establishment and operation of such uses in these zoning districts. Additionally, the definition for “microbreweries/brewpubs” will also be amended to allow the maximum production per calendar year of 155,000 gallons.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, December 12, 2018 at 7 p.m. at the Yorkville City Hall Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Jason Engberg, Senior Planner
Date: December 5, 2018
Subject: **Mobile Food Truck and Retail Vendor Units**
Public Hearing – Text Amendment

Background/Proposed Request

Since the adoption of the updated Comprehensive Plan in 2016, staff has explored various policy options to implement the plan's stated goals of "enhancing the visual appearance, pedestrian environment and functionality of the downtown" and "strengthen and promote Downtown Yorkville as the community's primary mixed-use shopping district". This has led to the recent adoption of the sidewalk and parklet café ordinance approved in 2017, the work-in-progress of the Downtown Streetscape Master Plan Overlay District with Form-Based Code, and now a proposal for regulations encouraging mobile food trucks and retail vendor units.

A recent article in *Zoning Practice*, a publication by the American Planning Association titled "Food Truck Feeding Frenzy: Making Sense if Mobile Food Vending" (Arroyo and Bahm, 2013), explained research conducted in 2012 for the National Restaurant Association projected the "...growth of mobile food trucks to soar in the next five years, generating up to \$2.7 billion in revenue nationally by 2017 – up from \$650 million in 2012." This does not include the increasingly popular business venture of offering non-food retail goods and services via a mobile unit (i.e. salon services, clothing/apparel, pet grooming and even healthcare services). The article went on to say, communities are faced with being unprepared for these mobile self-contained commercial enterprises due to outdated ordinances which may only regulate push food carts or ice cream trucks. This results in mobile food vendors running into road blocks when seeking permits from communities that without the proper ordinance, intentionally or unintentionally, prohibit mobile food vending.

While the City currently regulates Mobile Food Vendors under the Title 3: Business and License Regulations of the City Code, specific standards for operation of mobile food trucks within a public right-of-way versus on private property is not adequately addressed. Neither are the ancillary conveniences associated with such uses as exterior lighting, outdoor seating and refuse collection. Therefore, staff is seeking feedback on the proposed regulations and standards established in the attached draft text amendment to the City's Zoning Code on the operation of mobile food and retail vendor units, on public and private property, as well as a proposed amendment to the City's Business and License Regulations. Both proposed changes to the respective sections of the City Code are intended to recognize the opportunity for unique outdoor portable fare and added convenience to persons living and working in Yorkville, yet still protecting the health, safety and welfare of the public.

Summary of Proposed Changes

The changes proposed to both the business license regulations and the Zoning Code address three (3) areas of mobile food vending: street vending, private property vending and truck rally vending. Below is a general overview of how each are addressed in the proposed revisions.

Business License Regulations

Street vending for mobile food units is still permitted and no significant changes are proposed with regards to certificates of registration. Licenses will be issued to each mobile food vendor driver and/or operator on located on public property. The \$200 application fee covers the first mobile unit

and an additional \$100 is charged for each additional unit for the same application. There are no application fees for charities, religious, educational or nonprofit organizations.

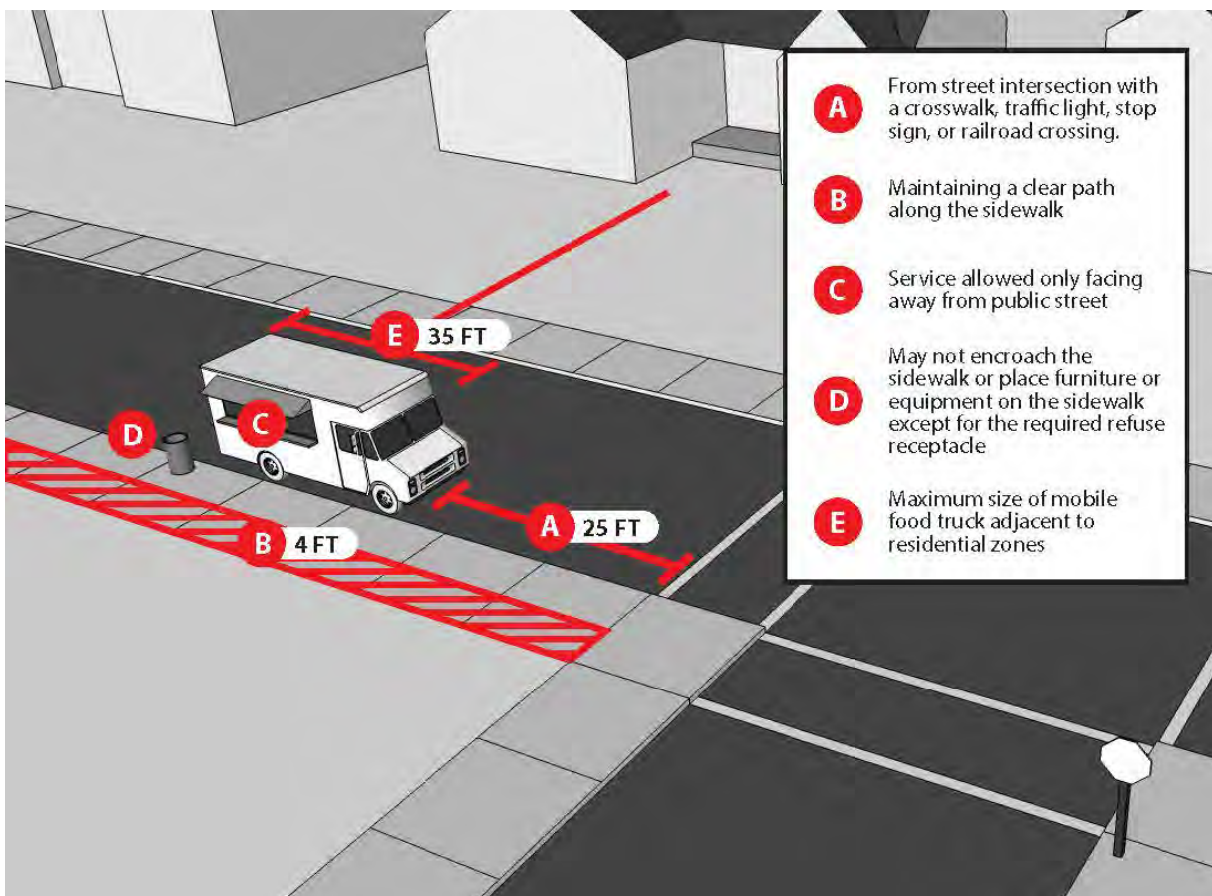
Mobile food vending on private property is a new category in the business licensing section and will also require the applicant to obtain a certificate of registration. The application criterion is the same for operating a mobile food unit on public property, but also requires the property owner's permission. The application fee for mobile vendors on private property is a nominal \$25.00 per application for the first food truck and \$10.00 for additional trucks. Again, there is no application fee for charities, religious, educational or nonprofit organizations. Registration is also waived for mobile food vendors and pushcarts for all city sponsored special events.

Finally, food truck rallies (operating more than 3 mobile food units) on private or public property will also require a certificate of registration issued to the entity or organization hosting the event. The application fee is \$50.00 per event.

Zoning Ordinance Regulations

The attached proposed draft language to the General Zoning Provisions in the Zoning Ordinance is under the Temporary and Seasonal Uses section. Simply put, the recommended regulations offer a guide to the appropriate location, duration, type and number of mobile units, trash, business hours, parking, licenses/permits and fees required, and other defined site amenities the City deems permissible for operating a mobile food truck and/or retail vendor unit in Yorkville. Draft language is also provided for the regulation of large special events, such as food truck rallies, to ensure all precautions regarding site layout, emergency access and other safety provisions are considered.

The following graphics, which are also provided in the draft document, illustrate the acceptable dimensions for mobile food trucks and retail vendor units and their permitted locations when operated within the public right-of-way (below) or on private property (next page), as well as the layout of ancillary seating areas.



Staff Recommendation

Based upon research used to prepare the the attached draft ordinance, staff is recommending approval of the amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance creating a new subsection for mobile food and retail vendor vehicles. It is our opinion that the amendment will provide necessary location and operational standards, as well as required business registration of the vendor and vehicle for food trucks, to successfully conduct such a business within the public right-of-way and on private property.

Proposed Motion for Amendment:

In consideration of testimony presented during a Public Hearing on December 12, 2018 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance to create a new subsection regarding mobile food and retail vendor vehicles, as recommended in a staff memo dated December 5, 2018, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Arroyo, Rodney and Jill Bahm. 2013. "Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending." *Zoning Practice*, September.
2. Draft Food Truck amendment to Title 10: Zoning, Chapter 3: General Zoning Provisions, Section 13: Temporary and Seasonal Uses, Article B: Mobile Food Truck and Retail Vendor Unit.
3. Draft amendment to Title 3: Business and License Regulations, Chapter 5: Food and Food Dealers, Article B: Mobile Food Vendor Units.
4. Food Truck Information Sheets
5. Copy of Public Notice

ZONING PRACTICE

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AMERICAN PLANNING ASSOCIATION

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PRACTICE FOOD TRUCKS



Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending

By Rodney Arroyo, AICP, and Jill Bahm, AICP

Recent economic and cultural trends show an explosion in the popularity of food trucks, or mobile vendors, over the past several years.



➞ One of the hallmarks of the current food truck boom is an increased focus on “in-truck” preparation over preparation at a central commissary.

According to research done by Emergent for the National Restaurant Association, the growth of mobile food trucks will soar in the next five years, generating up to \$2.7 billion in revenue nationally by 2017—up from \$650 million in 2012 (Emergent Research 2012). All across the country, cities, small towns, and suburbs are seeing food trucks popping up, some in unexpected places like office and industrial parks, where zoning ordinances typically preclude res-

taurants. Amplifying the push for food trucks are the twin trends of “buying local” and “food as entertainment” that are enhanced by programs such as the *Great Food Truck Race* on the Food Network. While ice cream trucks and job-site lunch wagons haven’t disappeared, they are increasingly being joined by gourmet trucks and trucks specializing in ethnic offerings.

All across the United States, people are exploring how mobile food vending might

make a difference in their lives and their communities. More resources are starting to become available for potential business owners. Networks for mobile food vendors are growing; the Southern California Mobile Food Vendors Association was formed in 2010 as one of the first associations dedicated to helping vendors break down barriers to business (www.socalmfva.com). And this fall, Roam—a first-ever industry conference for mobile food

ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of September to participate in our “Ask the Author” forum, an interactive feature of Zoning Practice. Rodney Arroyo, AICP, and Jill Bahm, AICP, will be available to answer questions about this article. Go to the APA website at www.planning.org and follow the links to the Ask the Author section. From there, just submit your questions about the article using the e-mail link. The authors will reply, and Zoning Practice will post the answers cumulatively on the website for the benefit of all subscribers. This feature will be available for selected issues of Zoning Practice at announced times. After each online discussion is closed, the answers will be saved in an online archive available through the APA Zoning Practice web pages.

About the Authors

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Jill Bahm, AICP, is a principal planner with Clearzoning, Inc. She holds a Master of Urban and Regional Planning degree and has worked in both the public and private sectors as a downtown development authority director, city planner, and real estate marketing professional. Bahm’s professional interests include economic development, recreation planning, historic preservation, community participation, and organizational development.

suppliers and owners—will take place in Portland, Oregon.

On the worldwide stage, the World Street Food Congress is the first of its kind to connect and open up fresh ideas and thought leadership in the massive and growing street-food culture and industry throughout the world. This 10-day street-food festival was hosted in Singapore in January 2013 and featured well-known leaders in the food industry (www.wsfcongress.com).

Faced with inquiries from food vendors, many communities turn to their zoning codes, only to discover that mobile food vending isn’t really defined and may not be permitted in the way vendors might like. With the approach to regulating mobile vending varying widely in communities, it can be hard to know where to begin when considering if and how to accommodate food trucks.

WHAT IS MOBILE FOOD VENDING?

Regulatory codes for many communities recognize transient merchants—those goods and services provided by a traveling vendor. The typical ice cream truck would be a good example of a transient merchant who is mobile most of the time, stopping only when requested for a few short minutes. Many operators of today’s food trucks or carts, however, are seeking more than a few minutes on the street, sidewalk, or parking lot, staying in place for a few hours to serve breakfast, lunch, or dinner. In fact, when they are located on private property, some food trucks may be in one location for days, weeks, or even months. It is important to make a dis-

inction between the food vendors that are more transient in nature, like an ice cream truck, and those that seek to move about less frequently. Both types of uses can offer benefits to the community, and they will each have different potential issues to regulate.

Many mobile food vendors utilize self-driven vehicles that permit easy relocation throughout the community. However, mobile food vending also includes trailers, food kiosks, and food carts. Food kiosks are temporary stands or booths that are typically intended to sell prepared foods, including ice cream, pretzels, and the like. Food kiosks may be found inside a large office building or shopping mall, but may also be secured for outside use. Some communities, like Maui County, Hawaii, allow a variety of products to be sold at a kiosk, provided certain standards are met (§30.08.030). While temporary in structure, food kiosks are often stationary with a defined location. Food carts allow the vendor to sell from outside the moveable unit and are often used to sell fresh fruits and vegetables. Typically, the food in kiosks and carts is prepared elsewhere and kept cold or hot in the unit. The city of New York encourages “green carts” that offer fresh produce in certain areas of the city and has special regulations for these uses (www.nyc.gov/greencarts).

In communities across the U.S., mobile food vendors are seeking permits to start these innovative businesses. They often run into roadblocks at city hall, because while many zoning ordinances include provisions for temporary

uses, most do not contain current definitions for mobile food vending nor do they include any standards that specifically relate to vending and the issues that may arise. The net result in many communities, intentional or unintentional, is a prohibition on mobile food vending.

THE PROS AND CONS OF MOBILE FOOD VENDING

Over the past few years, most of the economy has been struggling and the workforce has been challenged to adapt. With laid-off workers trying to reinvent themselves and new immigrants looking for opportunities, the number of people starting new businesses is rising. Mobile food vending seems, for some, like a low-cost way to wade into the pool of business ownership. There are a number of reasons why communities may elect to sanction mobile food vending:

- ***It provides an opportunity to increase jobs and businesses.*** The cost of starting a food truck business can start at \$25,000, where a traditional bricks-and-mortar establishment may start at \$300,000, according to the National Restaurant Association (Emergent Research 2012).
- ***It offers opportunities to provide food choices where zoning precludes restaurants.*** Traditional zoning codes tend to restrict the uses permitted in office and industrial districts, only allowing uses that narrowly meet the intent of those districts. Office and industrial parks, in particular, are often isolated from the rest of the community, requiring employees to drive to retail and restaurant areas. In addition, some communities may not have access to variety of

healthy, fresh foods, and therefore decide to encourage such food vendors in certain neighborhoods by relaxing requirements. New York's green carts initiative allows additional permits to be issued over the city's defined limit to mobile food vendors that offer fresh produce in underserved neighborhoods, and Kansas City, Missouri, offers reduced permit fees for mobile food vendors in city parks that meet certain nutritional standards (Parks and Recreation Vending Policy 4.7.08).

- **It can increase activity in struggling business districts** by creating a dynamic environment where people gather around the availability of new and fresh food. The economy has taken a toll on businesses over the past several years. Those that are hanging on in some areas find that their neighboring buildings or businesses are vacant. Food trucks can be a way to enliven an area, generating traffic for existing businesses and possibly spinning off new business activity. The restaurant industry is evolving to meet the demands of patrons who are looking for locally grown, sustainable, healthy, and fast options for dining. When food trucks use social media to communicate about their location schedules, it can build up a certain level of excitement and anticipation that can make a positive social impact. In addition, the rising trend of "cart pods" and "food truck rallies" brings multiple mobile food vendors to one location, creating a festive atmosphere in an area for a short time.

- **They signal to other potential businesses that the community is adapting to the evolving economy and supporting entrepreneurship.** Mobile food trucks are a new way of doing business; in these early years, communities that anticipate the demand from businesses and consumers may also find that this flexibility signals receptivity to new business models.

- **They are a way for restaurateurs to test the local market for future bricks-and-mortar facilities.** Mobile food trucks offer opportunities to interact with a potential market, to test recipes and pricing, and see if the restaurant fits with the community. All across the United States there are examples of food truck businesses evolving into permanent establishments, including El Camion ("the truck") in northwest Seattle that has recently opened a restaurant and bar in the Ballard neighborhood after several years of experience with its two mobile food units. Torchy's Tacos in Austin, Texas, started with a food truck and now has eight bricks-and-mortar restaurants in Austin, Dallas, Fort Worth, and Hous-

ton—and two more opening this year. The Lunch Room in Ann Arbor, Michigan, plans to open its bricks-and-mortar location soon, using social media to solicit fans of its existing "Mark's Carts" to become investors in the restaurant.

Along with these potential benefits can come community impacts and possible conflicts. Some of the challenges associated with

went through an extensive research and public input process, surveying their local chamber of commerce and meeting with prospective mobile food vendors, residents groups, and restaurant owners. Their resulting ordinance language responds to the needs and concerns of the community (Longmont 2011).

ADDRESSING AREAS OF CONCERN THROUGH ZONING

Many communities are updating their codes to accommodate or regulate mobile vending. In June 2012 Grand Rapids, Michigan, included the following statement of intent in a new set of mobile food vending provisions:

Employment and small business growth in the city can occur while providing a broad range of food choices to the public through careful allowances for temporary concession sales. The provisions of this section are intended to prevent predatory practices on bricks-and-mortar restaurants while allowing for new food vending opportunities that can add vitality to vacant parking lots and underutilized sites . . . (§5.9.32.K).

Other cities, including Phoenix, Arizona (§624.D.87); Chapel Hill, North Carolina (§§10-66–74); and Fort Worth, Texas (§5.406)—just to name a few—adopted regulations in 2012 to allow mobile vending or food trucks. Chapel Hill's

provisions note that allowing food trucks will "promote diversification of the town's economy and employment opportunities and support the incubation and growth of entrepreneurial/start-up businesses" but also that food trucks pose "unique regulation challenges."

While specific approaches vary from place to place, communities interested in adding or updating regulations for mobile food vending should start by defining the uses and then consider each of the following questions:

- Where in the community should such uses be permitted?
- How long should a food truck be permitted to stay in one location?



Russ Herschler

- ➔ Food truck gatherings are increasingly common in communities with extensive food truck offerings.

mobile food trucks might include problems with maintenance, trash, parking, noise, and vehicular and pedestrian circulation. In addition, some restaurateurs may be threatened by this new competition and try to prevent mobile food vending. Food trucks also have their own operational challenges, including dealing with unpredictable weather and maintaining an appropriate inventory despite limited storage.

The best way to understand and manage the pros and cons of food trucks in individual communities is to solicit public input and dialogue about the needs and wants of the community. For example, Longmont, Colorado,

- Are these mobile units just for food sales, or can other goods be sold as well?
- Does the community want to increase activity?
- How can the zoning ordinance address upkeep and maintenance?
- When can food trucks operate?
- How are visitor parking and circulation accommodated?
- How are these uses reviewed and permitted?
- What do vendors and their customers want or need?
- How is signage for the mobile unit regulated?
- How is the site lit to ensure safety?

Location

It is common to allow mobile food vending in commercial districts, but some communities add industrial districts or specify mixed use districts. Start with the community's comprehensive plan—is there a need or desire to increase activities in specific parts of the community? Are there concerns about the impact of single-purpose districts (especially office and industrial) on connectivity, traffic congestion, and business

In consideration for existing facilities, some communities decide that there should be a minimum distance between mobile units and bricks-and-mortar restaurants. Some communities try to limit the impact on adjacent residential uses through a distance requirement or by restrictions on hours of operation. Planners should test these locational restrictions to ensure that realistic business opportunities exist. El Paso, Texas, repealed its locational requirement of 1,000 feet from bricks-and-mortar establishments following a 2011 lawsuit to provide sufficient opportunities for mobile food vendors (Berk and Leib 2012). Attorneys Robert Frommer and Bert Gall argue that separation from other establishments is not necessary and that food truck regulations should be narrowly tailored to legitimate health, safety, and welfare concerns, not regulate competition (2012).

The American Heart Association has also looked at location issues related to mobile food vending. They report that several communities across the country prohibit mobile food vending within a certain distance of schools (or

nity and often is related to where mobile food vending is permitted. Some communities allow food trucks on public property but prohibit overnight parking. Where on-street parking is at a premium, communities may consider allowing food trucks to utilize public parking spaces for the same duration as other parked vehicles. Chicago requires food trucks to follow posted meter time restrictions, with no more than two hours in one location. In addition, the city also limits mobile food vending to two hours on private property (§4-8).

In contrast, some communities allow food trucks on private property for up to 30 days or more at one location. For example, Grand Rapids allows concession sales for up to 200 consecutive days over 12 calendar months (§5.9.32.K.6).

Regulations like this may impact vendors in terms of the types of food that can be sold and the manner in which they are prepared, especially when preparation is done on-site. Communities may wish to consider whether the allowed duration is reasonable for food vendors as well as adjacent property owners.



➡ This food truck rally in Royal Oak, Michigan, illustrates how a gathering of food trucks can activate an otherwise underutilized space.

retention and recruitment? Are there any areas in the community where the population is underserved by food choices? Planners can take these concerns to the community and invite residents and business owners to share their thoughts on where mobile food vending might be appropriate and desirable.

Some communities make a distinction between vending on public property, which often requires a license but is not regulated by zoning, and private property, which often requires a temporary use permit and is regulated by the zoning ordinance. When permitted on private property, zoning standards should require evidence of property owner approval.

at school release times) to limit the sometimes nutritionally challenged food choices available (2012). Woodland, California, prohibits mobile food vending within 300 feet of a public or private school, but will allow them on school property when approved by the school (§14-15). It a different twist, the Minneapolis Public School System introduced a food truck program this year to offer free nutritious meals to students during the summer months at four different sites in Minneapolis (Martinson 2013).

Duration

The length of time food trucks are permitted to stay in one place varies widely by commu-

Goods Available for Sale

Some communities, like College Station, Texas, are very specific that the goods sold from mobile vending to be food related (§4-20). This is often borne of a desire to start with mobile vending on a limited basis to gauge its impact. As mobile food trucks become more prevalent, surely people will explore the ideas of starting other types of businesses in this format. Communities may wish to consider the questions raised earlier about location and assess whether or not it makes sense to allow other goods in addition to food to be sold in designated areas. For example, Ferndale, Michigan, allows a variety of wares to be sold by a mobile

vendor, including apparel, jewelry, household goods, and furnishings (§§7-73–82). That might be just the place for book publisher Penguin Group (USA) to take its recently introduced first mobile bookstore, which aims to make books accessible where big box retailers aren't located (Edsall 2013).

Number of Units in One Location

Some communities that are getting on board with mobile food vending have started allowing them to congregate for certain events and activities. For example, Royal Oak, Michigan, started a food truck “rally” at their indoor farmers market during colder months. It is a good way to utilize the facility as well as provide entertaining food options for city residents. It has now become a great family event every month year-round, with musical entertainment, bouncy houses, and face painting. The city limits the rally to no more than 10 different trucks with a variety of cuisine for the whole family.

units to function on private property as a single business. To address potential negative impacts, each mobile food court must have its own on-site manager, who is responsible for the maintenance of the area (§5.406).

Trash

The type of standards for trash removal and upkeep will vary depending on the location and duration of the vending. Most communities require waste receptacles for every mobile food vending unit and some further require waste to be removed from a site daily. Keep in mind that where communities allow seating along with the mobile food unit, people will generate more trash on-site than in situations where there is no seating provided and people take their food (and trash) to go.

Hours of Operation

Some communities limit hours of operation to around lunchtime (e.g., 10:30 a.m. until 3:30

trucks on private property, communities typically require the vendor to ensure that there is sufficient parking available for its use and any other uses on the site, including the space taken up by the unit itself. Some cities allow public parking areas to be utilized for food trucks, and may even allow metered parking spaces to be used provided the related meter fees are paid. For example, Minneapolis allows a mobile vendor to park at no more than two metered spaces, as long as they are not short-term spaces and are not located within 100 feet of an existing restaurant or sidewalk cafe—unless the restaurant owner gives consent (§188.485.c.7).

Licenses and Permits

Most communities require permits or licenses regardless of whether the trucks operate on public or private property. It is also common for the community to reference compliance with other codes, particularly state or local health codes. These other codes can impact how trucks operate. For example, California's

Health and Safety Code requires trucks to have hand-washing stations if food is prepared in the truck, but does not require them on trucks selling only prepackaged foods like frozen desserts (§114311).

Some communities cap the number of licenses available for food trucks to limit their impact, but many others do not. Grand Rapids

requires a temporary use permit, subject to planning commission approval, and gives standards for consideration (§5.9.32.K.18), including an assessment asking “[w]ill the proposed stand, trailer, wagon or vehicle contribute to the general aesthetic of the business district and include high quality materials and finishes?”

Site Amenities

Some communities specify that no tables or chairs are permitted, or if they are, then sanitary facilities are also required. There may be flexibility in the permitted arrangements for such facilities (for example, having permission to use such facilities within a reasonable distance of the mobile unit). Frisco, Texas, prohibits connections to po-



Site amenities like tables and chairs are often easier to accommodate on private property than in a public right-of-way.

According to Market Master Shelly Mazur, “It’s nice to be able to offer a family-friendly event in a climate-controlled building with renovated bathrooms and seating.”

On the other hand, in its 2010 ordinance, the city of Zillah, Washington, banned mobile food vending altogether, declaring it a “nuisance,” and finding that “when mobile vendors congregate in the same area, the heightened intensity of use negatively impacts the surrounding area, particularly by increased trash” (§8.32). Fort Worth tackled this issue head-on, defining a group of food trucks as a “mobile food court” when two or more mobile vending units congregate. They allow these

p.m.), and others allow sales from early in the morning to late in the evening (e.g., 7 a.m. until 10 p.m.). Some communities place no time limits on these operations in the zoning regulations. Again, consider where these units will be permitted and the potential conflicts with adjacent uses.

Parking and Circulation

Given the mobility of these vendors, they by necessity are typically located in parking areas. Whether in public spaces or a private parking lot, it is important to ensure sufficient parking for existing uses to prevent an undue burden on bricks-and-mortar establishments. For food

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table water, requiring mobile food vendors to store their water in an internal tank. The city also requires vendors to be located within 50 feet of an entrance of a primary building, and drive-through service is expressly prohibited (§3.02.01.A(20)). King County, Washington, requires that all mobile food vending in the county be located within 200 feet of a usable restroom (§5.34).

Signage

Some communities use their existing sign regulations, but others tailor standards for mobile units. In Michigan, both Grand Blanc Township (§7.4.9.F) and Kalamazoo (§§25-63–68) allow one sign on the mobile vending unit itself, but do not allow any other signage. This is fairly common. In many cases, the truck itself essentially functions as one big sign with colorful graphics. Additionally, many mobile food vendors now use social media to get out the word regarding the time and place they will set up shop, potentially reducing the need for additional signage beyond that on the unit itself.

Lighting

Lighting is not as commonly addressed as other issues, especially if a mobile food vending unit is located in an existing developed area, but it is likely presumed that other applicable lighting requirements appropriate to the location are to be followed. Consider adjacent uses and the impact of light trespass and glare. For example, Grand Blanc Township requires mobile food vending units to be lit with available site lighting. No additional exterior lighting is allowed unless permitted by the zoning board of appeals upon finding that proposed exterior lighting mounted to the mobile vending unit will not spill over on to adjacent residential uses as measured at the property line (§7.4.9.F.10).

TESTING, FOLLOW-UP, AND ENFORCEMENT

One of the nice things about mobile food vending is that it is really easy for a community to put a toe in the water and test the impact of regulations on mobile food vendors, other community businesses, and the public, and to adjust the regulations

as appropriate. The Metropolitan Government of Nashville-Davidson County, Tennessee, initiated a test phase beginning April 2012 that will provide evaluative data for a successful mobile food vendor program. The program will initially be operated under a temporary permit issued by the Metro Public Works Permit Office for two specified zones, the downtown core and outside of it. Oakland, California, has a pilot program for "Food Vending Group Sites," defined as "the stationary operation of three (3) or more 'mobile food vendors' clustered together on a single private property site, public property site, or within a specific section of public right-of-way" (§5.51).

Before embarking on extensive zoning rewrites, review the suggested considerations with the community to anticipate and plan for appropriate ways to incorporate this use in a reasonable way. Mobile food vending is on the rise all over the country, from urban sites to the suburbs. When regulated appropriately, mobile food vending can bring real benefits to a community, including jobs, new businesses, fresh food, and vitality.

Cover image by Rodney Arroyo; design concept by Lisa Barton

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HOW DOES YOUR COMMUNITY
REGULATE FOOD TRUCKS AND
OTHER MOBILE VENDORS?

9

TITLE 10: ZONING

New Subsection B to 10-16-3

B. Exception. The parking of mobile food or retail vendor vehicles shall be an exception to Subparagraph A. above when in compliance with Section 10-3-14 and Chapter 5 of Title 3.

New Section 10-3-14

SECTION 10-3-14: MOBILE FOOD VENDOR VEHICLES AND RETAIL VENDOR VEHICLES

- A. **PURPOSE:** To encourage and regulate the operation of mobile food vendor and retail vendor vehicles subject to operational standards, on public and private property within the City. These operational standards and application procedures are intended to recognize the opportunity for unique outdoor portable fare and added convenience to persons living and working within Yorkville, while protecting the health, safety and welfare of the general public.

B. DEFINITIONS:

CANTEEN TRUCK: A vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical (e.g., a construction site); from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of pre-cooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen vendor vehicles may include fruits, vegetables, and pre-cooked foods such as hot dogs, prepackaged foods and pre-packaged drinks.

COMMISSARY: A catering establishment, restaurant, or any other place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored.

EDIBLE FOOD PRODUCTS: Products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

MOBILE FOOD VENDOR VEHICLE: A vehicle, from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided that food vendor vehicles may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food vendor vehicle operators may market their products to the public via advertising, including social media. For the purposes of this Title, this shall also include ice cream vendor vehicles, canteen trucks and pushcarts.

LOCATION: Any single parcel or any combination of contiguous parcels owned or controlled by a single entity or affiliated entities.

LOT, IMPROVED: a platted lot or parcel of land upon which a building, structure or other primary use, as defined by the Zoning Ordinance, exists.

LOT, UNIMPROVED: a platted lot or parcel of land upon which no structure or uncompleted structure exists.

MOBILE RETAIL VENDOR VEHICLE: A vehicle from which merchandise is sold and retail sales are made, and is intended to be temporary, or is capable of being moved from one location to another.

PUSHCART: A non-motorized vehicle limited to serving non-potentially hazardous foods or commissary wrapped food maintained at proper temperatures.

SANITIZATION: The effective bactericidal treatment by a process that provides enough accumulative heat or concentration of chemicals for enough time to reduce the bacterial count, including pathogens, to a safe level on utensils and equipment.

VENDOR VEHICLE RALLY: A coordinated and advertised gathering of more than three (3) mobile food vendor and/or mobile retail vendor vehicles, in one location and on a date certain, with the intent to serve the public.

C. GENERAL PROVISIONS:

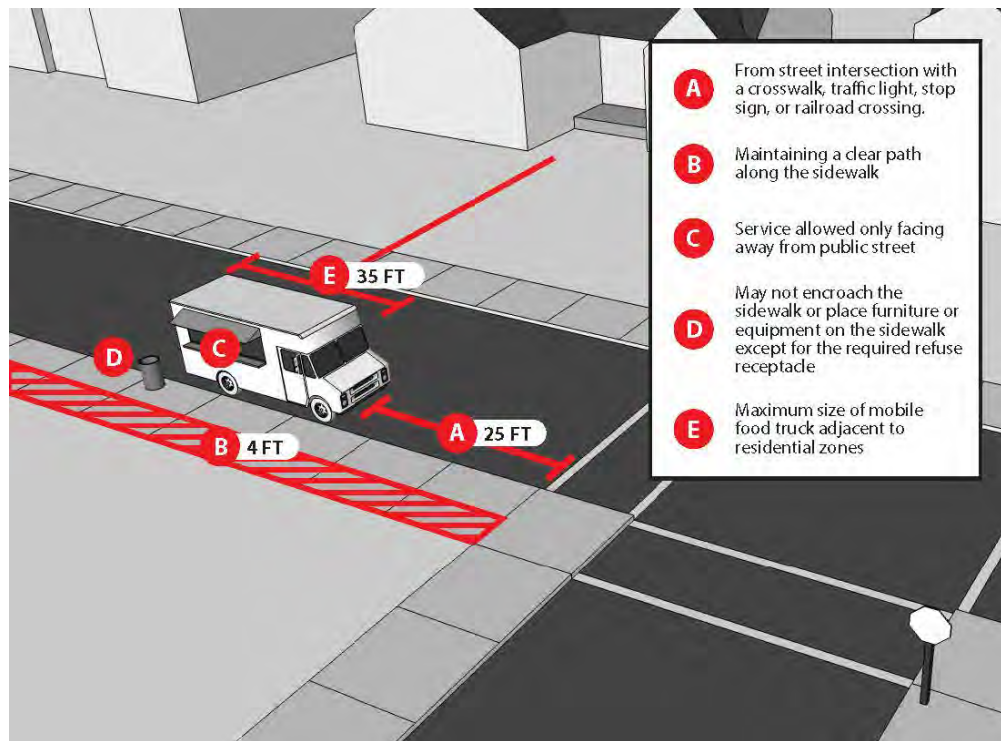
1. Mobile food vendor vehicles and mobile retail vendor vehicles shall obtain a Certificate of Registration from the Office of the City Clerk in accordance with Title 3, Chapter 5 of the City Code.
2. Mobile food vendor vehicles and mobile retail vendor vehicles must comply with all federal, state, county and local business tax, sales tax and other tax requirements.
3. It shall be a violation to operate a mobile food vendor vehicle or mobile retail vendor vehicle at any location except in compliance with the requirements of this section.
4. Mobile food vendor vehicles and mobile retail vendor vehicles are permitted in all zoning districts of the city, subject to the location and operational standards established in this Title or this Code.
5. Mobile food vendor vehicles and mobile retail vendor vehicles shall not obstruct or interfere with the free flow of pedestrian or vehicular traffic, including but not limited to access to or from any business, public building, or dwelling vehicle, nor shall it restrict the sight distances triangle at driveways and street right-of-way intersections or prevent access of emergency vehicles.

6. Drive-through vending is prohibited. No vendor shall make sales to any person in a vehicle.
7. No amplified music or loudspeakers shall be permitted. Mobile food vendor vehicle and mobile retail vendor vehicles shall comply with the provisions of the Performance Standards in Section 10-13-C-2 of the City Code. All smoke and odors generated by a mobile food vendor vehicle shall comply with the provisions of the Performance Standards in Section 10-13-C-3 and Section 10-13-C-4 of the City Code.
8. Any exterior lighting provided on the mobile food vendor vehicles or mobile retail vendor vehicles shall comply with the Performance Standards in Section 10-13-C-7 of the City Code.
9. No sales or service of alcohol shall be allowed by mobile food vendor vehicles.
10. Mobile food vendor vehicles and mobile retail vendor vehicles shall provide at least one (1) trash receptacle for use by patrons and in a convenient location that does not impede pedestrian or vehicular traffic. All litter or debris generated immediately within the vicinity of the mobile food vendor vehicle or mobile retail vendor vehicle shall be collected and removed by the mobile operator.

D. LOCATION AND OPERATIONAL STANDARDS:

1. Mobile Food Vendor Vehicles and Mobile Retail Vendor Vehicles Operating within the Public Right-of-Way
 - a. Mobile food vendor vehicles and mobile retail vendor vehicles shall be legally parked in full compliance with all state and local parking provisions which apply to the location at which it is parked, including any sign prohibiting the parking or standing of a vehicle or indicating a parking time limit.
 - b. Operation of mobile food vendor vehicles and mobile retail vendor vehicles within city parks shall be subject to rules and regulations established by the park board.
 - c. No unattended mobile food vendor vehicle or mobile retail vendor vehicle shall be parked or left overnight within a public right-of-way or on any other public property.
 - d. Mobile food vendor vehicles or mobile retail vendor vehicles shall not operate within the public right-of-way within 500 feet from any K -12 school building, as defined by the State of Illinois, between the hours of 7:00 a.m. and 4:00 p.m. on regular school days; unless as part of a permitted special event or rally.
 - e. Mobile food vendor vehicles or mobile retail vendor vehicles shall not be parked within 25 feet from a street intersection with a crosswalk, traffic light, or stop sign, or within 25 feet from a railroad crossing.

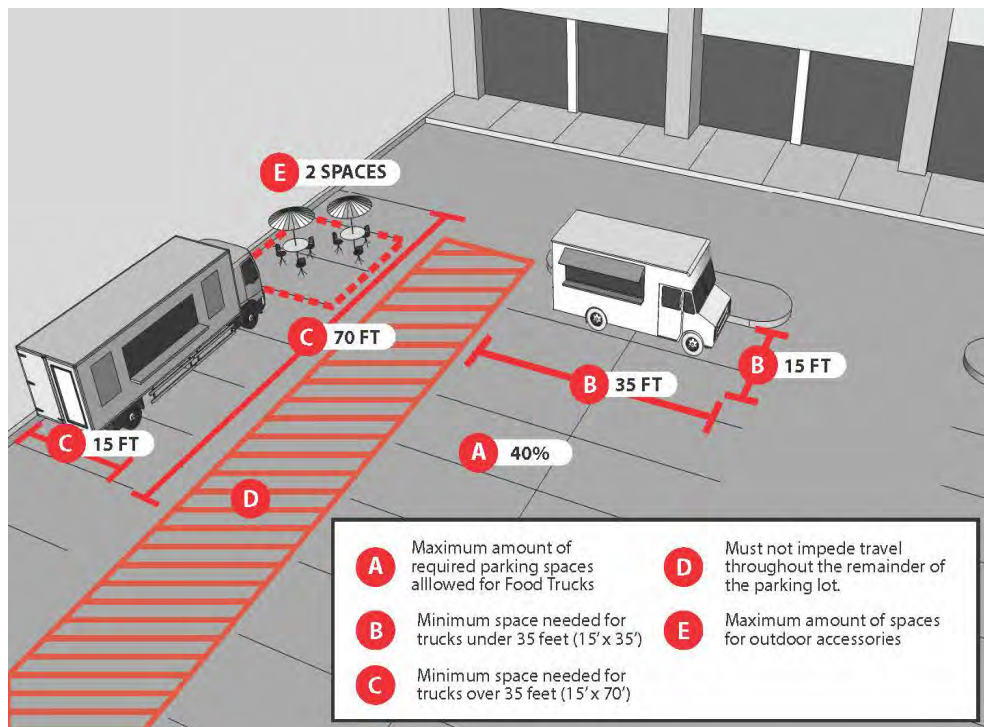
- f. Mobile food vendor vehicles or mobile retail vendor vehicle operators shall be responsible for organizing customer queuing in a manner that maintains a clear path along the sidewalk that is at least four (4) feet wide and does not interfere with or obstruct the free passage of pedestrians.
- g. All sales and service shall be limited solely to that side of the mobile food vendor vehicle or mobile retail vendor vehicle facing away from the public street.
- h. Mobile food vendor vehicles and mobile retail vendor vehicles shall not encroach onto a public sidewalk with any part of the vehicle or any other equipment or furniture related to the operation of its business, except for required refuse receptacles.
- i. Mobile food vendor vehicles greater than 35 feet in length, or that occupy more than two on-street parking spaces, are not permitted to operate in the public right-of-way adjacent to residentially zoned properties.
- j. Mobile food vendor vehicles or mobile retail vendor vehicles shall not block a lawfully placed monument sign of another business.



2. Mobile Food Vendor Vehicles and Retail Vendor Vehicles Operating on Private Property

- a. Mobile food vendor vehicles and retail vendor vehicles may be permitted to operate on private property as a temporary accessory use in all zoning districts.

- b. Mobile food vendor vehicles and retail vendor vehicles on private property shall have a notarized letter of permission from the property owner granting the operator the owner's express consent to operate on the site in accordance with the approved Certificate of Registration.
- c. Mobile food vendor vehicles and retail vendor vehicles shall not occupy more than 40% percent of required parking spaces on an improved lot or exceed the maximum lot coverage for the district in which it is located on an unimproved lot.
- d. The maximum number of mobile food vendor vehicles and retail vendor vehicles permitted on a site shall be determined as follows:
 1. One (1) mobile food vendor vehicle or retail vendor vehicle may operate on the site for every 525 square foot paved area (at least 35 feet by 15 feet in dimension); except that mobile food vendor vehicles or retail vendor vehicles greater than 35 feet in length require a space at least 70 feet by 15 feet.
 2. Mobile food vendor vehicle and retail vendor vehicle operations shall occur upon a paved, level parking area or surface.
 3. Mobile food vendor vehicles and retail vendor vehicles parked within required parking areas shall not impede pedestrian or vehicle ingress or egress through the remainder of the parking area or adjacent public right-of-way.
 4. Mobile food vendor vehicles and retail vendor vehicles may be permitted to have canopies and outdoor seating areas, provided these additional outdoor accessories may not occupy more than two (2) parking spaces per mobile food vendor vehicle or retail vendor vehicle.



3. Canteen Trucks Operating on Private Property

- a. Canteen Trucks operating on private property shall have a notarized letter of permission from the property owner granting the operator the owner's express consent to operate on the site in accordance with the approved Certificate of Registration.
- b. Canteen Trucks may operate on an unimproved lot or parcel, only if such lot or parcel or an adjoining lot or parcel is undergoing permitted construction activity.
- c. Canteen Trucks shall not block fire lanes, designated construction traffic lanes for ingress or egress or access to or from the construction site.
- d. No unattended Canteen Truck shall be parked overnight on any property.

4. Private Vendor Service by Mobile Food Vendor Vehicles and Mobile Retail Vendor Vehicles

- a. Mobile Food Vendor Vehicles and Mobile Retail Vendor Vehicles may provide private sales service within the public right-of-way and on private property in residential districts only.
- b. Private vendor services by Mobile Food Vendor Vehicles and Mobile Retail Vendor Vehicles shall be limited to private guests of the event host only. No walk-up customers are permitted.
- c. Payment shall occur directly between the event host and the Mobile Food Vendor Vehicle and retail vendor vehicle. No payment transactions shall occur for individual orders.
- d. All operational standards for operating a Mobile Food Vendor Vehicle and Mobile Retail Vendor Vehicle as provided in this section shall apply.

Draft 12/5/2018

Chapter 5: Sanitation and Mobile Vendors

Article A. Food Service and Sanitation

Article B. Mobile Vendor Vehicles

Article C. Truck Rally Special Events

ARTICLE A. FOOD SERVICE AND SANITATION

3-5A-1: FOOD SERVICE AND SANITATION:

A. Regulations Adopted: The Food Protection Ordinance adopted by the County of Kendall as Ordinance 17-01 on January 17, 2017 together with all appendices thereto, and all subsequent amendments is hereby adopted as the regulations governing the sanitation procedures and control for the storage, preparation and serving of food within the city with such amendments as hereinafter set forth in this chapter.

ARTICLE B. MOBILE VENDOR VEHICLES

3-5B-1: DEFINITIONS:

The words and terms set forth in this section, wherever they occur in this chapter, shall be construed as herein defined:

CANTEEN TRUCK: A vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical (e.g., a construction site); from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of pre-cooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen vendor vehicles may include fruits, vegetables, and pre-cooked foods such as hot dogs, prepackaged foods and pre-packaged drinks.

COMMISSARY: A catering establishment, restaurant, or any other place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored.

EDIBLE FOOD PRODUCTS: Products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

MOBILE FOOD VENDOR VEHICLE: A vehicle, from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided that food vendor vehicles may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food vendor vehicle operators may market their products to the public via advertising, including social media. For the purposes of this Title, this shall also include ice cream vendor vehicles, canteen trucks and pushcarts.

LOCATION: Any single parcel or any combination of contiguous parcels owned or controlled by a single entity or affiliated entities.

LOT, IMPROVED: a platted lot or parcel of land upon which a building, structure or other primary use, as defined by the Zoning Ordinance, exists.

LOT, UNIMPROVED: a platted lot or parcel of land upon which no structure or uncompleted structure exists.

MOBILE RETAIL VENDOR VEHICLE: A vehicle from which merchandise is sold and retail sales are made, and is intended to be temporary, or is capable of being moved from one location to another.

PUSHCART: A non-motorized vehicle limited to serving non-potentially hazardous foods or commissary wrapped food maintained at proper temperatures.

SANITIZATION: The effective bactericidal treatment by a process that provides enough accumulative heat or concentration of chemicals for enough time to reduce the bacterial count, including pathogens, to a safe level on utensils and equipment.

VENDOR VEHICLE RALLY: A coordinated and advertised gathering of more than three (3) mobile food vendor and/or mobile retail vendor vehicles, in one location and on a date certain, with the intent to serve the public.

3-5B-2: CERTIFICATE OF REGISTRATION REQUIRED:

Every person desiring to engage in mobile vendor services within the city is hereby required to make written application for a certificate of registration as hereinafter provided. It shall be unlawful for any person to engage in mobile vendor service without having first obtained said certificate of registration. Said certificate shall be carried by the applicant while engaged in mobile vendor service and shall be displayed at all times in a place readily visible to all customers. The term for mobile vendor registrations shall commence on January 1 and shall expire on December 31 of each year.

3-5B-3: MOBILE VENDOR SERVICE ON PUBLIC PROPERTY:

- A. It shall be unlawful for any person or entity to operate as a mobile food or retail vendor on property owned by a governmental entity including streets, roadways, alleys, sidewalks, parks, or right of ways within the city without first having obtained a certificate of registration from the office of the city clerk. Application for a certificate of registration shall be made upon a form provided by the office of the city clerk and filed with such. The applicant shall truthfully state in full the information requested on the application:

1. Applicant name, present place of residence, length of residence at such address, phone number, business name, business address, type of business, length of time in type of business being applied for.

2. Name, address, phone number for all drivers or operators of the mobile vendor vehicles;

3. Identification: Copy of current state photo identification or driver's license from all applicants, members, partners, officers, drivers, and operators;

4. Description of vendor services: Description sufficient for identification of the mobile service provided by the merchant which the applicant will engage in;

5. List of the mobile vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license plate number for each;

6. Date Of Previous Application: The date, or approximate date, of the latest previous application for certificate under this chapter, if any;

7. Revocation History: Whether a certificate of registration issued to the applicant under this chapter has ever been revoked;

8. History of violation convictions: Whether the applicant, driver, or operator has ever been convicted of a violation of any of the provisions of this chapter or the ordinance of any other Illinois municipality regulating the activities of mobile vendors;

9. History of Conviction Of A Felony: Whether the applicant, driver, or operator has ever been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States;

10. Tax Identification Number: Each applicant shall produce an Illinois department of revenue identification number for the retailers' occupation tax. No license shall be issued if the applicant does not have an identification number except that no identification number shall be required if a mobile vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status";

11. Health Certificate: Any mobile food vendor shall be required to obtain a health inspection certificate from the Kendall County public health department. Said certificate shall be required to do business under a certificate of registration under this title in the city of Yorkville;

12. Photo of The Applicant: Each applicant, driver, and operator shall submit a photo that must be the same size as required for passports being two inches by two inches (2" x 2")

13. Insurance. The applicant shall obtain and maintain in force comprehensive general liability, broad form property damage and blanket contractual liability insurance in a combined single limit amount, per claim and aggregate of at least one million dollars (\$1,000,000.00) covering the applicant's operations. Such insurance shall name, on a special endorsement form, the City of Yorkville, its elected and appointed boards, commissions, officers, agents and employees as additional insurers. A certificate of insurance shall contain provisions that prohibit cancellations, modifications, or lapse without thirty (30) days prior written notice to the city's Clerks Office.

B. All statements made by the applicant upon the application or in connection therewith shall be under oath.

- C. The office of the city clerk shall require every applicant, **driver, and operator** to submit to fingerprinting by the police department in connection with the application for certificate. The applicant, driver, and operator shall pay the fee as set by the Illinois state police for fingerprint submissions.
- D. The office of the city clerk shall cause to be kept an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this chapter and of the denial of applications.
- E. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within five (5) years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this chapter, nor to any person whose certificate of registration issued hereunder has previously been revoked as herein provided.
- F. Each applicant **for mobile service on public property** shall pay a two hundred dollar (\$200.00) application fee per application. **The application fee covers the first mobile vehicle/truck or pushcart. Additional mobile vehicles/trucks or pushcarts will be one hundred dollars (\$100.00) each.** All fees are nonrefundable. No application fee shall be charged of a mobile ~~food~~ vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status."

3-5B-4: MOBILE VENDOR SERVICE ON PRIVATE PROPERTY:

- A. It shall be unlawful for any person or entity to operate as a mobile food or retail vendor on private property without first having obtained a certificate of registration from the office of the city clerk. Application for a certificate of registration shall be made upon a form provided by the office of the city clerk and filed with such. The applicant shall truthfully state in full the information requested on the application:
 - 1. Applicant name, present place of residence, length of residence at such address, phone number, business name, business address, type of business, length of time in type of business being applied for.
 - 2. Name, address, phone number for all drivers or operators of the mobile vendor vehicles;
 - 3. Identification: Copy of current state photo identification or driver's license from all applicants, members, partners, officers, drivers, and operators;
 - 4. Description Of Mobile Food Service: Description sufficient for identification of the mobile service provided by the merchant which the applicant will engage in;
 - 5. List of the mobile food vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license plate number for each;
 - 6. Date Of Previous Application: The date, or approximate date, of the latest previous application for certificate under this chapter, if any;
 - 7. Revocation History: Whether a certificate of registration issued to the applicant, driver, or operator under this chapter has ever been revoked;

8. History of violation convictions: Whether the applicant, driver, or operator has ever been convicted of a violation of any of the provisions of this chapter or the ordinance of any other Illinois municipality regulating the activities of mobile vendors;

9. History of Conviction Of A Felony: Whether the applicant, driver, or operator has ever been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States;

10. Tax Identification Number: Each applicant shall produce an Illinois department of revenue identification number for the retailers' occupation tax. No license shall be issued if the applicant does not have an identification number except that no identification number shall be required if a mobile food vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status";

11. Health Certificate: Any mobile food vendor shall be required to obtain a health inspection certificate from the Kendall County public health department. Said certificate shall be required to do business under a certificate of registration under this title in the city of Yorkville;

12. Photo of The Applicant: Each applicant, driver, and operator shall submit a photo that must be the same size as required for passports being two inches by two inches (2" x 2").

13. Mobile Food and Retail Vendors operating on private property shall have a notarized letter of permission from each property owner granting the operator the owner's express consent to operate on the site in accordance with the approved certificate of registration.

14. Insurance. The applicant shall obtain and maintain in force comprehensive general liability, broad form property damage and blanket contractual liability insurance in a combined single limit amount, per claim and aggregate of at least one million dollars (\$1,000,000.00) covering the applicant's operations. Such insurance shall name, on a special endorsement form, the City of Yorkville, its elected and appointed boards, commissions, officers, agents and employees as additional insurers. A certificate of insurance shall contain provisions that prohibit cancellations, modifications, or lapse without thirty (30) days prior written notice to the city's Clerks Office.

- B. All statements made by the applicant upon the application or in connection therewith shall be under oath.
- C. The office of the city clerk shall require every applicant, driver, and operator to submit to fingerprinting by the police department in connection with the application for certificate. The applicant, driver, and operator shall pay the fee as set by the Illinois state police for fingerprint submissions.
- D. The office of the city clerk shall cause to be kept an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this chapter and of the denial of applications.
- E. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within five (5) years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this chapter, nor

to any person whose certificate of registration issued hereunder has previously been revoked as herein provided.

- F. Each applicant shall pay a twenty-five dollar (\$25.00) application fee per application. The application fee covers the first mobile vehicle. Additional mobile vehicles will be ten dollars (\$10.00) each. All fees are nonrefundable. No application fee shall be charged of a mobile vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status".

3-5B-5: ISSUANCE OF CERTIFICATE:

- A. The office of the city clerk, after consideration of the application and all information obtained relative thereto, shall, within ten (10) business days of application, approve or deny the application. If the person does not possess the qualifications for such certificate, as herein required, and the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter or Section 13-3-14, then the office of the city clerk shall deny the application. Endorsement shall be made by the office of the city clerk upon the application of the denial of the application. If the applicant is found to be fully qualified, the certificate of registration shall be issued within five (5) business days of the application approval so long as the application fees have been fully paid.
- B. The registration requirement for mobile vending vehicles is waived for all city sponsored special events.

3-5B-6: MOBILE FOOD SERVICE:

- A. Mobile food vendor vehicles shall comply with the requirements of this article, except as otherwise provided in this section and Section 13-3-14. The health department may impose additional requirements to protect against health hazards related to the conduct of the food service establishment as a mobile operation, may prohibit the sale of some or all potentially hazardous food and, when no health hazard will result, may waive or modify requirements of this article relating to physical facilities except those requirements of this section.
- B. All food items available for sale and the price of each item must be posted on the exterior of the mobile food vendor vehicle.
- C. Mobile food vendor vehicles serving only food prepared, packaged in individual servings, transported, and stored under conditions meeting the requirements of this article or beverages that are not potentially hazardous and are dispensed from covered urns or other protected equipment, need not comply with requirements of this chapter pertaining to the necessity of water and sewage systems nor to those requirements pertaining to the cleaning and sanitization of equipment and utensils if the required equipment for cleaning and sanitization exists at the commissary.
- D. A mobile food vendor vehicle requiring a water system shall have a potable water system under pressure. The system shall be of sufficient capacity to furnish enough hot and cold water for food preparation, utensil cleaning and sanitizing, and hand washing, in accordance with the requirements of this chapter. The water inlet shall be located so that it will not be contaminated by waste discharge, road dust, oil or grease, and it shall be

kept capped unless being filled. The water inlet shall be provided with a transition connection of a size or type that will prevent its use for any other service. All water distribution pipes or tubing shall be constructed and installed in accordance with the requirements of this chapter.

- E. If liquid waste results from operation of a mobile food unit, the waste shall be stored in a permanently installed retention tank that is of at least fifteen percent (15%) larger capacity than the water supply tank. Liquid waste shall not be discharged from the retention tank when the mobile food unit is in motion. All connections on the vehicle for servicing mobile food unit waste disposal facilities shall be of a different size or type than those used for supplying potable water to the mobile food unit. The waste connection shall be located lower than the water inlet connection to preclude contamination of the potable water system.

3-5B-7: COMMISSARY:

- A. Mobile food vendor vehicles shall operate from a commissary or other fixed food service establishment and shall report at least daily to such location for all supplies and for all cleaning and servicing operations.
- B. The commissary or other fixed food service establishment used as a base of operation for mobile food vendor vehicles shall be constructed and operated in compliance with the requirements of this chapter.

3-5B-8: SERVICING AREA AND OPERATIONS:

- A. A mobile food vendor vehicles servicing area shall be provided and shall include at least overhead protection for any supplying, cleaning, or servicing operation. Within this servicing area there shall be a location provided for the flushing and drainage of liquid wastes separate from the location provided for water servicing and for the loading and unloading of food and related supplies. This servicing area will not be required where only packaged food is placed in the mobile food unit or pushcart or where mobile food vending vehicles do not contain waste retention tanks. The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine laid asphalt and shall be maintained in good repair, kept clean, and be graded to drain.
- B. Potable water servicing equipment shall be installed according to law and shall be stored and handled in a way that protects the water and equipment from contamination. The mobile food unit liquid waste retention tank, where used, shall be thoroughly flushed and drained during the servicing operation. All liquid waste shall be discharged to a sanitary sewerage disposal system in accordance with Yorkville-Bristol sanitary district rules and regulations.

3-5B-9: TIME LIMIT/RESTRICTIONS ON MOBILE VENDOR UNITS:

- A. Mobile vendors may conduct business from nine o'clock (9:00) A.M. to eight thirty o'clock (8:30) P.M. Sunday through Saturday, including holidays **unless such business is located on private property or as part of a city sponsored special event.**
- B. **Mobile vendors are not licensed to conduct business door to door.**
- C. **It shall be unlawful for any person, mobile food vendor vehicle operator to drink any alcoholic beverages, shout or call to prospective customers, or to disturb the peace in any manner while on duty.**

D. Sale of food from mobile food vendor vehicles shall be prohibited as follows:

1. In any city park, or on city park property, including parking lots unless the mobile food vendor has received a park vending permit from the city's parks and recreation department.

2. In any area where the operation impedes vehicular or pedestrian travel as determined by the chief of police or his designee.

E. The city has the ability to restrict the location of mobile food vendors should it be determined the location creates a parking shortage, parking issue, or unsafe parking conditions.

ARTICLE C. TRUCK RALLY SPECIAL EVENTS

3-5C-1 TRUCK RALLY SPECIAL EVENTS

A. Applicability and Approval:

All truck rallies of more than three (3) Mobile Food Vendor Vehicles and/or Mobile Retail Vendor vehicles on public or private property require:

1. Issuance of a permit for a truck rally shall be subject to the review and approval of:
 - a. The Community Development Director for all conditions relating to the Zoning Code.
 - b. The Director of Parks and Recreation for any truck rally within a city park,
 - c. The Public Works Director and Police Chief for any truck rally in the public right-of-way, and
2. Traffic control and pedestrian safety in the vicinity of the event shall be the responsibility of the permittee of the event.

B. Permit Application

1. In order to obtain a truck rally permit, the entity or organization hosting the truck rally, or the property owner of the location of the truck rally, must complete an application form provided by the City Clerk.
2. An application fee of fifty dollars (\$50.00) shall be required for all truck rally special events.
3. The application shall be submitted no later than 30 days prior to the proposed event and shall include the following information:
 - a. Name and address of the owner of the entity or organization hosting the truck rally.
 - b. Name of person in charge of the truck rally and a telephone number that may be used to contact such person during the vendor vehicle rally.

- c. Name, address and a contact phone number of the owner of the property on which the vendor vehicle rally will be held.
- d. Location map of the general area within 500 feet surrounding the proposed truck rally site.
- e. A dimensioned site plan of the property on which the food truck rally will be held, showing proposed location of each food truck including distances from adjacent buildings, streets and other trucks; location of any portable restroom facilities, if applicable; and location of any stages, tents, seating areas and any other facilities, structures or equipment to be used in conjunction with the food truck rally.
- f. Written description of the plans for the food truck rally, including parking locations, traffic control plans and the anticipated hours of operation.
- g. A list of all mobile food truck and/or mobile retail vendor vehicles participating in the food truck rally, along with confirmation that each vehicle operator has obtained or will obtain a Certificate of Registration with the Office of the City Clerk in accordance with Title 3: Business and License Regulations, Chapter 5 Food and Food Dealers, Article B. Mobile Food Vendor Vehicles of the City Code.
- h. Dates and hours of operation requested for the truck rally.
- i. An executed indemnification agreement in favor of the City of Yorkville for truck rallies occurring within the public right-of-way or public property.
- j. The permittee shall obtain and maintain in force comprehensive general liability, broad form property damage and blanket contractual liability insurance in a combined single limit amount, per claim and aggregate of at least one million dollars (\$1,000,000.00) covering the permittee's operations on the sidewalk or right-of-way. Such insurance shall name, on a special endorsement form, the City of Yorkville, its elected and appointed boards, commissions, officers, agents and employees as additional insurers. A certificate of insurance shall contain provisions that prohibit cancellations, modifications, or lapse without thirty (30) days prior written notice to the city's Clerks Office.

C. Financial Guarantee

- 1. The city may establish requirements for the posting of a financial guarantee prior to issuance of a truck rally permit within the public right-of-way to ensure that:
 - a. The premises will be cleared of all trash and debris immediately after the truck rally ends.
 - b. Any damage to the public right-of-way resulting from the truck rally is repaired.

- c. Any financial guarantee required shall be returned to the applicant only after all costs for removal of debris or repairs to public right-of-way damage have been deducted.
- d. In the event the financial guarantee is not sufficient to cover such costs, the entity or organization hosting the food truck rally shall be responsible for paying all remaining costs.

D. Inspections

An application for a truck rally permit shall be subject to inspections by the Building Code Official and Fire Marshal prior to the start of the event, including but not limited to, inspections of all lighting and electrical equipment, tents, stages and other temporary facilities brought to the site.

E. Enforcement

1. Each of the following circumstances constitute a violation of this article, for which a citation may be issued by the city:
 - a. Operation of a mobile vendor vehicle without a current, valid certificate or permit. Provided that each day and each separate location at which a mobile food vendor vehicle or mobile retail vendor vehicle is operated without a current, valid certificate or permit shall be considered a separate violation.
 - b. Holding a truck rally without a permit or failing to comply with the conditions of approval for a truck rally permit.
 - c. Failure to comply with any other provision of this article or Title.
 - d. Citations may be issued to the mobile food vendor vehicle, mobile retail vendor vehicle operator, employee, organizing or hosting entity, or the property owner on which the vehicles are operated.



UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want a food truck in the **PUBLIC RIGHT-OF-WAY?**



Food trucks must be legally parked in full compliance with all state and local parking provisions.



Food trucks must face away from the public street.



Food trucks within City parks shall be subject to rules and regulations established by the park board.



Food trucks may not encroach onto the sidewalk with the vehicle or any equipment related to its operation, except for refuse receptacles.



No unattended food truck may be parked or left overnight.



Food trucks greater than 35 feet in length, or that occupy more than two on-street parking spaces, are not permitted to operate adjacent to residentially zoned properties.



Food trucks shall not operate within 500 feet from any K -12 school building between the hours of 7:00 a.m. and 4:00 p.m. on regular school days; unless as part of a permitted special event or rally.



Food trucks shall not block a lawfully placed monument sign of another business.



Food trucks cannot be parked within 25 feet from a street intersection with a crosswalk, traffic light, or stop sign, or within 25 feet from a railroad crossing.



A food truck operator must obtain a certificate of registration from the office of the city clerk.



Food truck operators must organize customers to keep a clear path along the sidewalk that is at least four (4) feet wide.



Food truck operators shall pay a \$200 application fee per application. The application fee covers the first food truck. Additional food trucks will be \$100 each.



UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want a food truck on **PRIVATE PROPERTY?**



Food trucks may be permitted to operate as a temporary accessory use in all zoning districts.



Food truck operators must have a notarized letter of permission from the property owner granting them consent to operate on site.



The maximum number of food trucks permitted on a site shall be determined as follows:

One food truck may operate on the site for every 525 square foot paved area except that food trucks greater than 35 feet in length require a space at least 70 feet by 15 feet.

All operations shall occur upon a paved, level parking area or surface.

Food trucks parked within required parking areas shall not impede pedestrian or vehicle ingress or egress through the remainder of the parking area or adjacent public right-of-way.

Food trucks may be permitted to have outdoor seating areas, but may not occupy more than 2 parking spaces per truck.



A food truck operator must obtain a certificate of registration from the office of the city clerk.



Food truck operators shall pay a \$25 application fee per application. The application fee covers the first food truck. Additional food trucks will be \$10 each.



Food trucks shall not occupy more than 40% of required parking spaces on an improved lot. Also, they may not exceed the maximum lot coverage of their respective zoning district.



UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want to hold a **FOOD TRUCK RALLY?**



A food truck rally is any event which has more than 3 food trucks on public or private property.



A food truck rally operator must complete an application form provided by the City Clerk, including map of the area, site plan, description of parking and traffic control plans, list of vendors and dates/hours of the event.



Issuance of a food truck rally permit shall be reviewed and approved by:

Community Development Director
Parks and Recreation Director
Director of Public Works
Police Chief



An application fee of \$50 shall be required for all truck rally special events.



Traffic control and pedestrian safety of the event is the responsibility of the permittee of the event.



The application must be submitted at least 30 days prior to the event.



A truck rally permit will be subject to inspections conducted by the Building Code Official and Fire Marshal prior to the event.



For truck rallies held in the public right-of-way, the City may require for a posting of a financial guarantee prior to issuance of a permit to cover costs related to clearing trash and debris, and any damage to the public right-of-way.

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance to create a new subsection regarding mobile food and retail vendor vehicles. The amendment will provide location and operational standards after the required business registration of the vendor and vehicle for food trucks and similar mobile vendors conducting business within the public right-of-way and on private property.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a meeting on said amendments on **Wednesday, December 12, 2018 at 7 p.m.** at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk