United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, May 14, 2024
7:00 p.m.
City Hall Council Chambers
651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Seaver Tarulis
Dan Transier	Craig Soling	Matt Marek	Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Kelaka, LLC – Annexation
2. Hagemann – Annexation
3. Blackberry Oaks – Annexation

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – April 23, 2024
2. Bill Payments for Approval
   - $ 691,670.11 (vendors – FY 24)
   - $ 172,644.62 (vendors – FY 25)
   - $ 159,263.43 (wire payments)
   - $ 375,552.13 (payroll period ending 04/26/24)
   - $ 1,399,130.29 (total)

Mayor's Report:

1. CC 2024-34 Resolution Authorizing the Execution of an Intergovernmental Agreement Providing for the Sharing of Costs and Funding for the Construction of Facilities to Transport Lake Michigan Water to the Village of Oswego, Kendall and Will Counties, Illinois, The United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois

Mayor's Report (cont'd):

2. CC 2024-35 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New Liquor License Class and Fee (Water Parks)
3. CC 2024-36 Resolution Approving an Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company
4. CC 2024-37 Ordinance Approving a Lease Agreement for Certain Real Estate in the United City of Yorkville, Kendall County, Illinois (We are Called to Care)
5. CC 2024-38 Resolution Authorizing Participation in Progressive Energy Group (PEG) and Authorizing the Finance Director to Approve a Contract With the Lowest Cost Electricity Provider by Rate Classification for a Period Up To 48 Months
6. CC 2024-39 2024 Bond – Municipal Advisor and Bond Council Engagement Letters
7. CC 2024-40 Ordinance authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.
8. CC 2024-41 Ordinance authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.
9. CC 2024-42 Ordinance authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.
10. CC 2024-43 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2024-30 East Village of Westbury
    a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury
    b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2024-05 & EDC 2024-19 Corneils Solar Farm
    a. Ordinance Annexing Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47
    (Corneils Road Solar, LLC – Solar Farm)
    b. Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Corneils Road Solar)
    c. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47
    (Corneils Road Solar, LLC –Solar Farm)
2. PZC 2024-09 & EDC 2024-32 Kendall County Petition 24-04 – 1.5 Mile Review (1520 Cannonball Trail)
3. PZC 2024-10 & EDC 2024-33 Kendall County Petition 24-05 – 1.5 Mile Review (7709 and 7731 Bentgrass Circle – Lots 223 and 224 of Whitetail Ridge)
4. PZC 2024-11 & EDC 2024-34 Kendall County Petition 24-06 – 1.5 Mile Review (7789 Route 47)
5. PZC 2024-13 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Park and Recreation and School Site Dedication (Land Cash)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

11. CC 2021-04 City Buildings Updates
12. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 15, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Marek	Finance	Library
Vice-Chairman:	Alderman Plocher	Administration	
Committee:	Alderman Koch		
Committee:	Alderman Corneils		

ECONOMIC DEVELOPMENT: June 4, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Plocher	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Funkhouser	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

PUBLIC SAFETY: July 11, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: May 21, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Koch	Public Works	Park Board
Vice-Chairman:	Alderman Soling	Engineering	YBSD
Committee:	Alderman Marek	Parks and Recreation	
Committee:	Alderman Corneils		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 14, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

---

1. Kelaka, LLC – Annexation

2. Hagemann – Annexation

3. Blackberry Oaks – Annexation

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

---

1. Minutes of the Regular City Council – April 23, 2024
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

2. Bill Payments for Approval
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

MAYOR'S REPORT:

---

1. CC 2024-34 Resolution Authorizing the Execution of an Intergovernmental Agreement Providing for the Sharing of Costs and Funding for the Construction of Facilities to Transport Lake Michigan Water to the Village of Oswego, Kendall and Will Counties, Illinois, The United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

---

2. CC 2024-35 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New Liquor License Class and Fee (Water Parks)

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

---

3. CC 2024-36 Resolution Approving an Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

---

4. CC 2024-37 Ordinance Approving a Lease Agreement for Certain Real Estate in the United City of Yorkville, Kendall County, Illinois (We are Called to Care)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

5. CC 2024-38 Resolution Authorizing Participation in Progressive Energy Group (PEG) and Authorizing the Finance Director to Approve a Contract With the Lowest Cost Electricity Provider by Rate Classification for a Period Up To 48 Months

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

6. CC 2024-39 2024 Bond – Municipal Advisor and Bond Council Engagement Letters

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

7. CC 2024-40 Ordinance authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

8. CC 2024-41Ordinance authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

9. CC 2024-42 Ordinance authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

10. CC 2024-43 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

ECONOMIC DEVELOPMENT COMMITTEE:

---

1. EDC 2024-30 East Village of Westbury

   a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

   b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

PLANNING AND ZONING COMMISSION:

---

1. PZC 2024-05 & EDC 2024-19 Corneils Solar Farm

    a. Ordinance Annexing Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47 (Corneils Road Solar, LLC – Solar Farm)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

    b. Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Corneils Road Solar)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

    c. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47 (Corneils Road Solar, LLC – Solar Farm)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

2. PZC 2024-09 & EDC 2024-32 Kendall County Petition 24-04 – 1.5 Mile Review (1520 Cannonball Trail)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

3. PZC 2024-10 & EDC 2024-33 Kendall County Petition 24-05 – 1.5 Mile Review (7709 and 7731 Bentgrass Circle – Lots 223 and 224 of Whitetail Ridge)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

4. PZC 2024-11 & EDC 2024-34 Kendall County Petition 24-06 – 1.5 Mile Review (7789 Route 47)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

5. PZC 2024-13 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Park and Recreation and School Site Dedication (Land Cash)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

MAYOR'S REPORT (CONT'D):

---

11. CC 2021-04 City Building Updates

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

---

12. CC 2021-38 Water Study Update

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: **PUBLIC HEARING** Kelaka, LLC (Annexation)

Meeting and Date: City Council – May 14, 2024

Synopsis: Request for annexation and rezoning for future manufacturing land use.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 6, 2024
Subject: **Kelaka, LLC (Green Door Nexus South)**
PUBLIC HEARING Proposed Annexation Agreement Request

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Kelaka, LLC, owner, are seeking to annex and rezone approximately 148-acres of unincorporated farmland. Generally located south of the Burlington Santa Fe railroad line, just southeast of Faxon Road, the subject property consists of a portion of an existing 191-acre parcel (#02-19-100-011). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council. The area to be annexed is outlined below.



KELAKA, LLC ANNEXATION MAP

United City of Yorkville, Illinois
Date: April 8, 2024
File Location: I:\ARCGIS TEMPLATES:\KELAKA, LLC ANNEXATION MAP

ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of a portion of an unincorporated parcel (#02-19-100-011) totaling approximately 148-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately south of the Burlington Northern Santa Fe railroad abutting the Lincoln Prairie Parcel and the recently annexed New Leaf southern parcel to the east. Both the Lincoln Prairie and New Leaf developments are unimproved but are entitled for industrial and agricultural/solar farm, respectively.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General Manufacturing District. A draft annexation agreement and the proposed Plat of Annexation has been provided for review and comment.

THE COMPREHENSIVE PLAN:

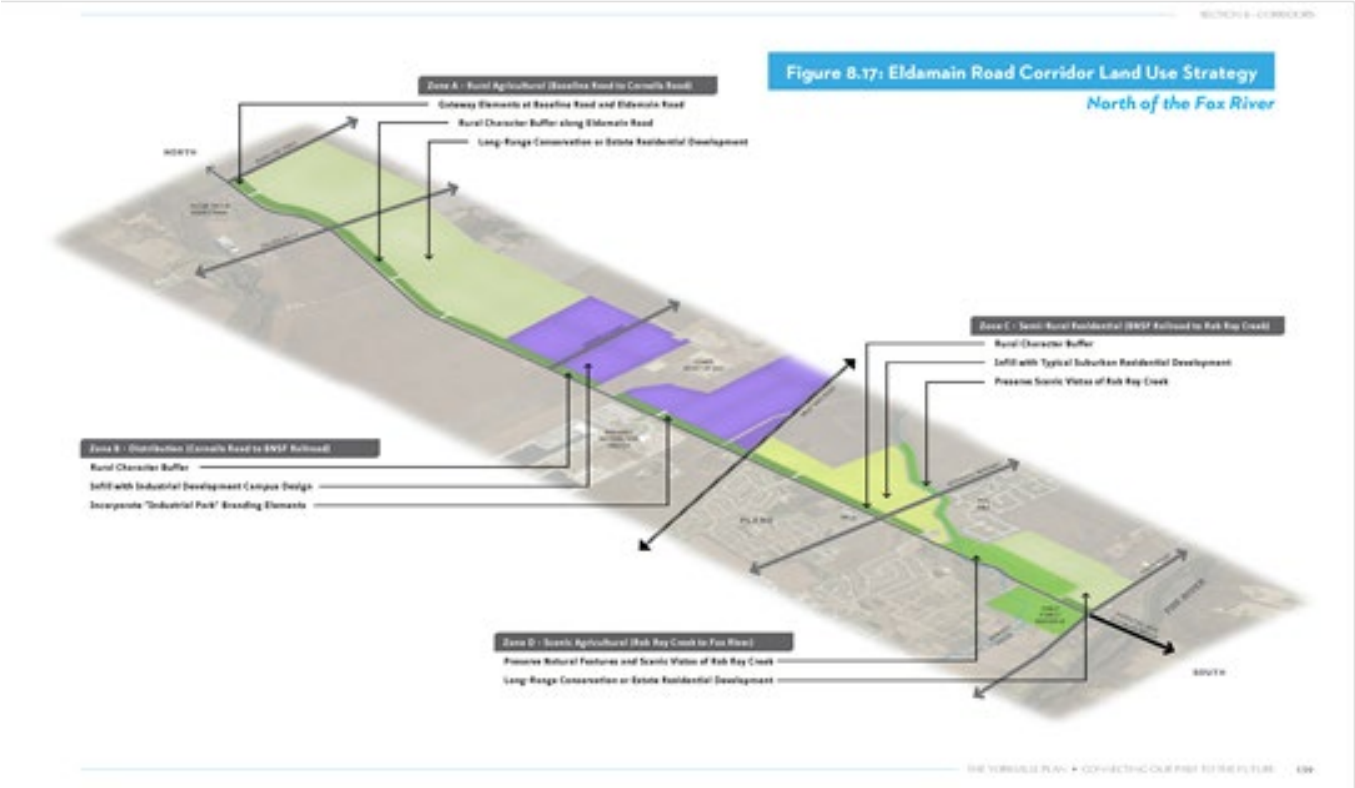
The 2016 Comprehensive Plan Update designates the future land use for this property as Estate/Conservation Residential. The Estate/Conservation Residential (ECR) designation is generally intended for future neighborhood developments that promotes flexibility in residential design, accommodates low density detached single family housing, and is sensitive to environmental and scenic features of the area.

The 2016 Comprehensive Plan utilized this land use designation as a "holding" classification for those areas, particularly on the outskirts or along the perimeter of the City's corporate boundaries that lacked the public infrastructure to support the development of the land within the 10-year timeline of the plan.

While a data center and the requested M-2 General Manufacturing District is not consistent with the current future land use designation in the 2016 Comprehensive Plan Update, the parcels immediately north of the subject parcels are designated for "General Industrial" future land uses and planned for industrial development. General Industrial land uses accommodate a broad range of warehousing, manufacturing and energy/industrial land uses which are typically serviced by both rail and truck transportation located along identified industrial corridors such as Eldamain Road (see image on following page). If the annexation is approved by the City, an amendment will be required to the current comprehensive plan.



Figure 4.1 - Future Land Uses North of the Fox River



STAFF COMMENTS:

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Draft Plat of Annexation
3. Annexation Agreement Application
4. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter ("*Agreement*"), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Kelaka, LLC and Green Door Capital, hereinafter jointly referred to as "*Owner*".

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 148.56 acres, more or less (the "*Subject Property*"); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and,

WHEREAS, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq*. of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq*.), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq*. of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as M-2 General Manufacturing District.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Kelaka, LLC
181 S. Lincolnway
North Aurora, IL, 60542

To the Purchaser: Matt Gilbert
Green Door Capital
837 W. Junior Ter
Chicago, IL 60613

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment 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

Kelaka, LLC

By: _____
Owner

Exhibit A

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING CERTAIN TERRITORY GENERALLY LOCATED SOUTH OF THE BURLINGTON NORTHERN SANTA FE RAILROAD LINE AND SOUTHEAST OF FAXON ROAD (Kelaka, LLC)

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, a duly executed *PETITION FOR ANNEXATION*, signed by James D. Hamman of Kelaka LLC, owners, and submitted by contract purchaser, Green Door Capital, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory: and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number of the territory to be annexed are as follows:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

with **Property Index Number 02-19-100-011**

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

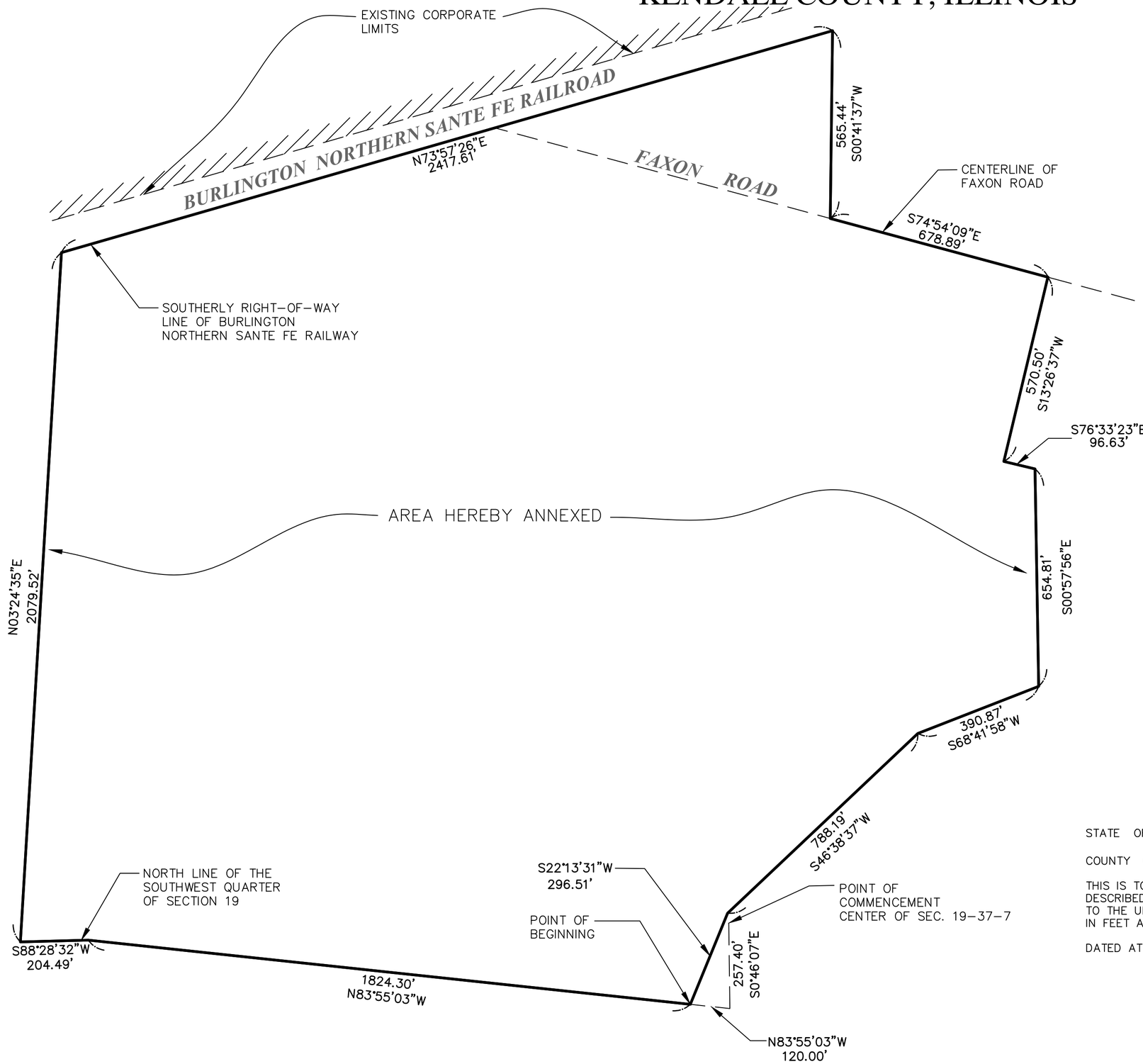
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORVILLE
KENDALL COUNTY, ILLINOIS



P.I.N. 02-19-10-011

LEGAL DESCRIPTION:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST, FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN-SANTE FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 12th DAY OF APRIL 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

MARK G. SCHELLER
035-003581
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SUGAR GROVE, IL

50 YEARS
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

DATE: APRIL 11, 2024
PROJECT NO. YO2305
FILE NO YO2305 KELAKA ANNEXATION

DocuSign Envelope ID: EAE2418C-3F48-4661-926A-979D57B295DF

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 ANNEXATION

DATE: 1/31/2024	PZC NUMBER:	DEVELOPMENT NAME: Green Door Nexus South

PETITIONER INFORMATION

NAME: Matt Gilbert	COMPANY: Green Door Capital
MAILING ADDRESS: 837 W Junior Ter	
CITY, STATE, ZIP: Chicago, IL 60613	TELEPHONE: ◉ BUSINESS ○ HOME 312-622-8300
EMAIL: matt@greendoorcapital.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Kelaka LLC

IS THE PROPERTY OCCUPIED OR VACANT: Vacant with seasonal farming

IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

Dave, Jim & Joe Hamman

PROPERTY STREET ADDRESS: South of Faxon Road, East of Eldamain Road, IL

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

Approximately 148.56 acres of farmland lying South of Faxon Road, South of the BNSF railway and East of Eldamain Road in Yorkville, IL

CURRENT ZONING CLASSIFICATION: Unincorporated Bristol Township

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: M-2

EAST: Unincorporated Bristol Township

SOUTH: Unincorporated Bristol Township

WEST: Unincorporated Bristol Township

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-19-200-011	02-19-200-006		

DocuSign Envelope ID: EAE2418C-3F48-4661-926A-979D57B295DF

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 ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

ATTORNEY INFORMATION	
NAME: Kevin Kearney	COMPANY: Pedersen Houpt
MAILING ADDRESS: 161 N Clark St, Ste. 2700	
CITY, STATE, ZIP: Chicago, IL 60601	TELEPHONE: 312-261-2291
EMAIL: kkearney@pedersenhoupt.com	FAX:

ENGINEER INFORMATION	
NAME: TBD	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:

LAND PLANNER/SURVEYOR INFORMATION	
NAME: David Lee	COMPANY: ASM Consultants, Inc.
MAILING ADDRESS: 16 E Wilson	
CITY, STATE, ZIP: Batavia, IL 60510	TELEPHONE: 630-879-0200
EMAIL: advanced@advct.com	FAX:

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 provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".

DocuSign Envelope ID: EAE2418C-3F48-4661-926A-979D57B295DF

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 ANNEXATION

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.

DocuSigned by:
Matthew Gilbert
E3771CAA44E3444...

PETITIONER SIGNATURE

2/9/2024
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

KEZAKA LLC

by James D. Hamman

OWNER SIGNATURE JAMES D HAMMAN
MANAGER

FEB 8, 2024
DATE

I, John P. Duggan, a Notary Public, hereby certifies that JAMES D. HAMMAN, personally known by me to be a Manager of Owner KEZAKA LLC, appeared before me and executed the Application for Annexation for the uses and purposes therein this Feb. 8, 2024

John P. Duggan
JOHN P. DUGGAN

OFFICIAL SEAL
JOHN P DUGGAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 4/1/2025

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

DocuSign Envelope ID: EAE2418C-3F48-4661-926A-979D57B295DF

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

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: Matt Gilbert	COMPANY: Green Door Capital
MAILING ADDRESS: 837 W Junior Ter	
CITY, STATE, ZIP: Chicago, IL 60613	TELEPHONE: 312-622-8300
EMAIL: matt@greendoorcapital.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.

Matt Gilbert
PRINT NAME

DocuSigned by:
Matthew Gilbert
E3771CAA44E3444...
SIGNATURE*

Manager
TITLE

2/9/2024
DATE

**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)*

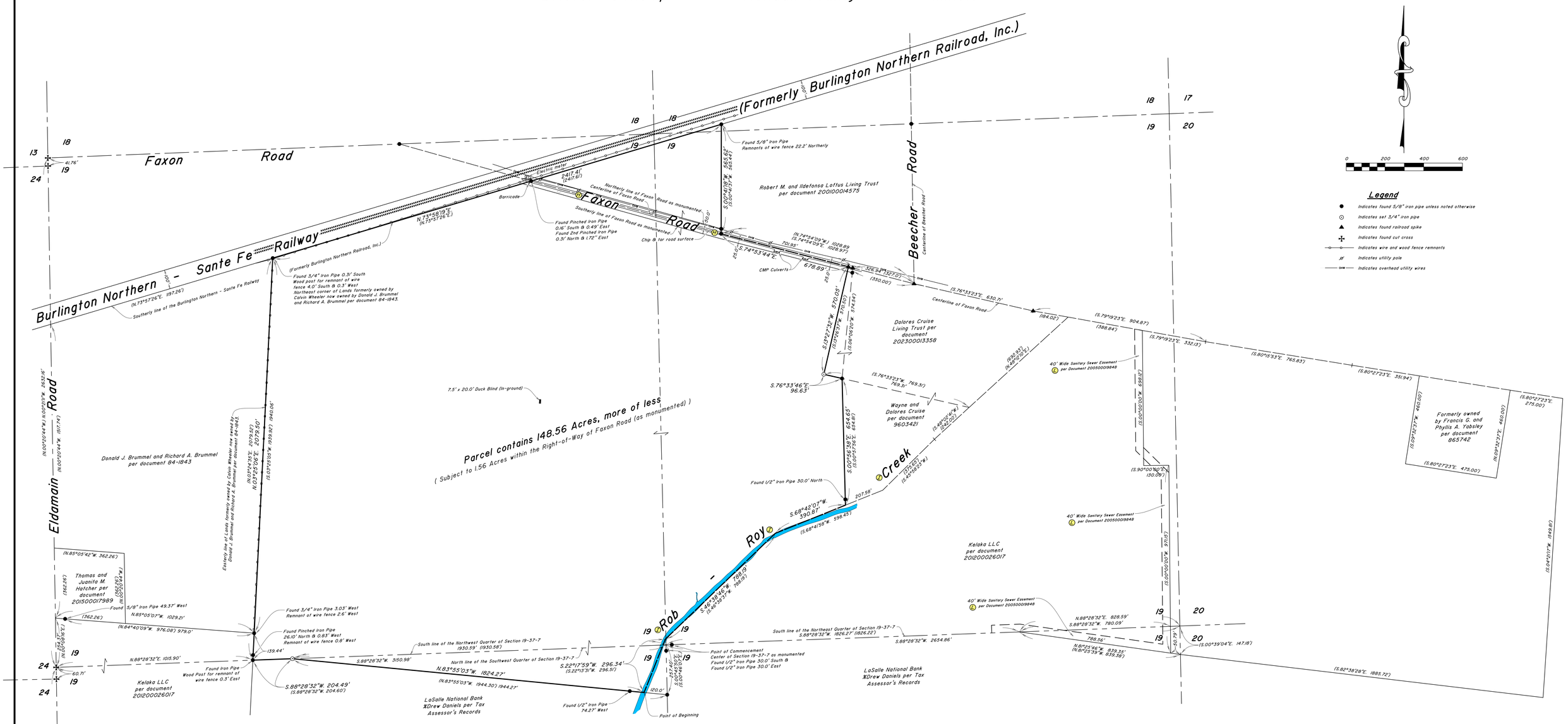
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

ALTA/NSPS Land Title Survey

Part of Section 19-37-7

Bristol Township Kendall County Illinois


Burlington Northern - Sante Fe Railway
(Formerly Burlington Northern Railroad, Inc.)
Faxon Road
Beecher Road
Eldamain Road
Roy Creek
Rob Roy Creek
Parcel contains 148.56 Acres, more of less
(Subject to 1.56 Acres within the Right-of-Way of Faxon Road (as monumented))
Donald J. Brummel and Richard A. Brummel per document 84-1843
Thomas and Juanita M. Hatcher per document 201500017989
Kelaka LLC per document 201200026017
Robert M. and Ildefonsa Lottus Living Trust per document 200100014575
Dolores Cruise Living Trust per document 202300013358
Wayne and Dolores Cruise per document 9603421
LaSalle National Bank %Drew Daniels per Tax Assessor's Records
Formerly owned by Francis G. and Phyllis A. Yabsley per document 865742
40' Wide Sanitary Sewer Easement per Document 200500009848
7.5' x 20.0' Duck Blind (In-ground)
Found 5/8" Iron Pipe Remnants of wire fence 22.2' Northerly
Found Pinched Iron Pipe 0.16' South & 0.49' East Found 2nd Pinched Iron Pipe 0.3' North & 1.72' East
Found 3/4" Iron Pipe 0.3' South Wood post for remnant of wire fence 4.0' South & 0.3' West. Northeast corner of Lands formerly owned by Calvin Wheeler now owned by Donald J. Brummel and Richard A. Brummel per document 84-1843.
Found 3/4" Iron Pipe 3.03' West Remnant of wire fence 2.6' West
Found Pinched Iron Pipe 26.10' North & 0.83' West Remnant of wire fence 0.8' West
Found Iron Pipe Wood Post for remnant of wire fence 0.3' East
Found 1/2" Iron Pipe 30.0' North
Found 1/2" Iron Pipe 74.27' West
Found 5/8" Iron Pipe 49.37' West
Found 5/8" Iron Pipe 30.0' South & 0.3' West
Found 1/2" Iron Pipe 30.0' South & 0.3' East
Point of Beginning
Point of Commencement Center of Section 19-37-7 as monumented
Chip & tar road surface
CMP Culverts
Barricade
Centerline of Faxon Road
Centerline of Beecher Road
Northerly line of Faxon Road as monumented
Southerly line of Faxon Road as monumented
Southerly line of the Burlington Northern - Sante Fe Railway
Existing line of Lands formerly owned by Calvin Wheeler now owned by Donald J. Brummel and Richard A. Brummel per document 84-1843.
South line of the Northwest Quarter of Section 19-37-7
North line of the Southwest Quarter of Section 19-37-7
South line of the Northeast Quarter of Section 19-37-7
N.73°58'19"E. (N.73°57'26"E.)
S.74°53'44"E. 678.89'
S.76°33'23"E. 630.71'
S.79°19'23"E. 904.87'
S.79°19'23"E. 332.13'
S.80°15'53"E. 765.83'
S.80°27'23"E. 351.94'
S.80°27'23"E. 275.00'
S.80°27'23"E. 475.00'
S.76°33'46"E. 96.63'
S.13°27'32"W. 572.05'
S.00°56'39"E. 654.65'
S.68°42'07"W. 390.67'
S.46°38'57"W. 788.19'
S.22°17'59"W. 296.34'
S.00°40'18"W. 565.62'
S.00°00'00"E. 971.05'
S.88°28'32"W. 3150.98'
S.88°28'32"W. 204.49'
S.88°28'32"W. 2654.86'
N.83°55'03"W. 1824.27'
N.88°28'32"E. 828.59'
S.88°28'32"W. 780.09'
N.01°25'39"W. 839.35'
S.00°39'04"E. 147.18'
S.82°58'26"E. 1885.72'
N.88°28'32"E. 1015.90'
N.03°25'06"E. 2079.01'
N.03°25'06"E. 1938.61' (1946.06')
N.00°20'44"W. 2632.16'
N.00°20'44"W. 1517.74'
N.00°17'50"W. 2639.87'
N.85°05'42"W. 362.26'
N.85°05'07"W. 1029.21'
N.84°40'09"W. 976.08' 979.0'
N.85°38'54"W. 362.26'
(362.26')
(1317.61')
(1327.07')
(1028.93')
(1029.27')
(1184.03')
(388.84')
(1330.58')
(1930.59')
(1930.58')
(1944.30')
(1944.27')
(1822.32')
(1824.49')
(1824.81')
(1824.80')
(1824.49')
(1824.81')
(654.81')
(1778.62')
(1778.61')
(1778.60')
(1778.61')
(1778.62')
(1778.61')
(1778.60')
(1778.61')
(1778.62')
(1778.61')
(1778.60')
(1778.61

Plat of Topography

Part of Section 19-37-7

Bristol Township Kendall County Illinois

Faxon Road

Burlington Northern - Sante Fe Railway

Eldamain Road

Beecher Road

Rob Roy Creek

Legend

- Indicates underground electric line
- Indicates wire and wood fence remnants
- Indicates utility pole
- Indicates overhead utility wires
- Indicates measured contour with elevation

January 17, 2024

Preliminary

© COPYRIGHT 2024, ASM CONSULTANTS, INC. ALL RIGHTS RESERVED.

ADVANCED SURVEYING & MAPPING

Since 1994

CHICAGO TRIBUNE
media group

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7624168
Purchase Order:

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/26/2024, and the last publication of the notice was made in the newspaper dated and published on 4/26/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Apr 26, 2024.**

The Beacon-News
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

27th Day of April, 2024, by

Chicago Tribune Media Group

Jeremy Gates

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

CHICAGO TRIBUNE
media group

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Kelaka, LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located south of the Burlington Northern Santa Fe railroad line, southeast of Faxon Road. A parcel consisting of approximately 148.56 acres is proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

THAT PART OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 1824.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 28 MINUTES 32 SECONDS WEST ALONG SAID NORTH LINE, 204.49 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 35 SECONDS EAST, 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN - SANTA FE RAILWAY; THENCE NORTH 73 DEGREES 57 MINUTES 26 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE CENTERLINE, 678.89 FEET TO A POINT THAT IS 350.00 FEET NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST OF THE CENTERLINE OF BEECHER ROAD; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.63 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET; THENCE SOUTH 68 DEGREES 41 MINUTES 58 SECONDS WEST, 390.87 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 37 SECONDS WEST, 788.19 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 31 SECONDS WEST, 296.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 148.56 ACRES, MORE OR LESS (SUBJECT TO 1.56 ACRES WITHIN THE RIGHT-OF-WAY OF FAXON ROAD, AS MONUMENTED).

PIN: 02-19-100-011

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk
4/26/24 7624168 HSPAXLP

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Hearing #2

Tracking Number

Agenda Item Summary Memo

Title: **PUBLIC HEARING** Hagemann Trust (Annexation)

Meeting and Date: City Council – May 14, 2024

Synopsis: Request for annexation and rezoning for future manufacturing land use.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development

Name Department

Agenda Item Notes:

See attached memo.

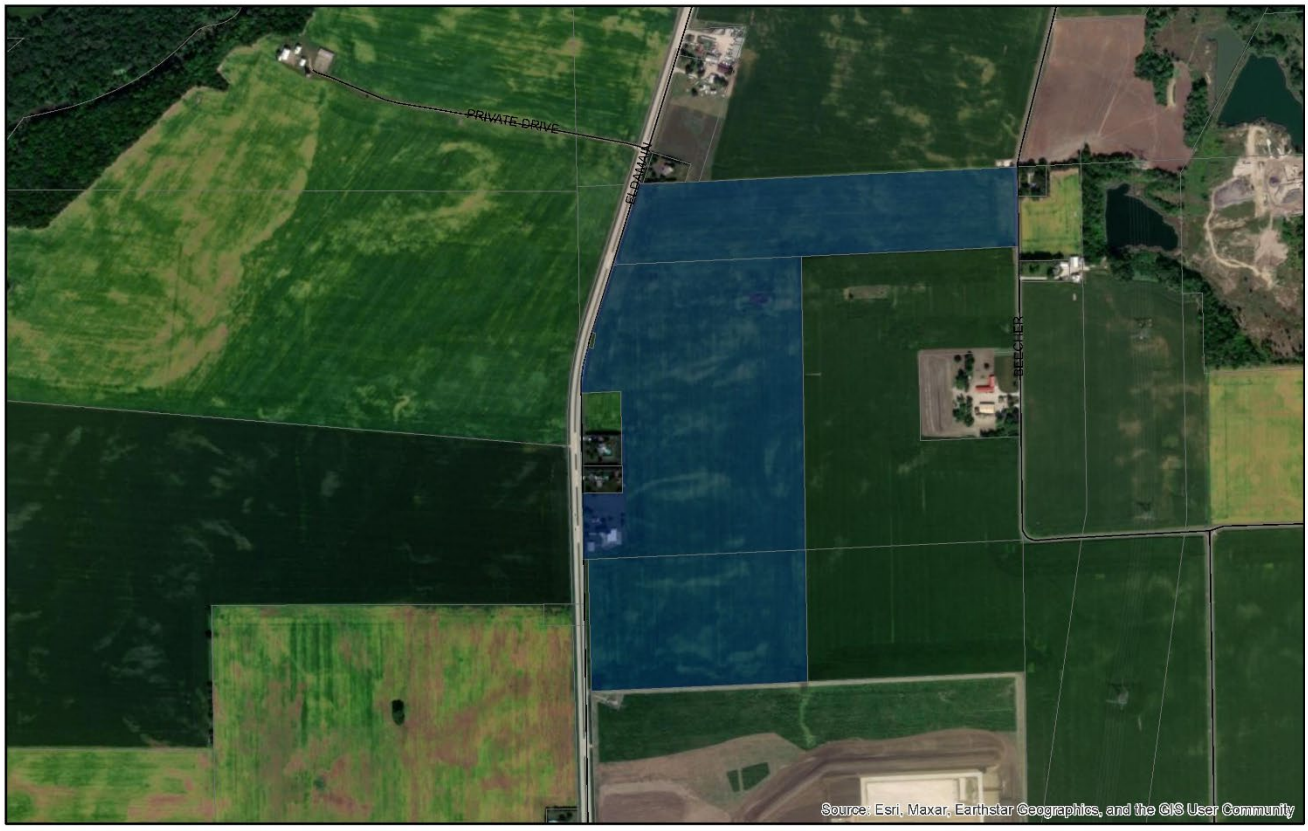
Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 5, 2024
Subject: **PZC 2024-08 Hagemann Trust (Green Door Nexus North)**
Public Hearing Proposed Annexation Agreement Request

SUMMARY:

The petitioner/contract purchaser, Green Door Capital, and Hagemann Family Trust, owner, are seeking to annex and rezone approximately 138-acres of unincorporated farmland. Generally located immediately east of Eldamain Road, north of Corneils Road, and west of West Beecher Road, the property consists of three (3) parcels (#02-07-100-011, 02-07-100-002, and 02-07-300-005). The petitioner is also requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District, contingent on approval of annexation by the City Council.



HAGEMANN TRUST ANNEXATION MAP

United City of Yorkville, Illinois
Date: March 12, 2024
File Location: I:\ARCGIS TEMPLATES:\HAGEMANN TRUST ANNEXATION MAP

PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agriculture in Kendall County. Consisting of three (3) rectangular parcels, the largest parcel, being approx. 69 acres and located in the center, surrounds two unincorporated residential parcels abutting Eldamain Road. The parcel to the north is approximately 35 acres and the southern parcel is roughly 33 acres. All three (3) parcels have frontage along Eldamain Road. The subject property is mainly utilized as cropland is also part of the Rob Roy Drainage District.

ANNEXATION REQUEST/CONTIGUITY:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-07-100-011, 02-07-100-002, and 02-07-300-005, totaling approximately 138-acres for the purpose of constructing and operating a future industrial/data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately north of the Bright Farms development which is currently under construction with a planned use for an industrial lettuce farm.

Annexation is contingent upon City Council approval of a requested rezoning to M-2 General manufacturing District. A draft annexation agreement and proposed Plat of Annexation has been provided for review and comment.

ELDAMAIN ROAD RECAPTURE:

In 2011, the City of Yorkville, City of Plano, and Kendall County entered into an intergovernmental agreement regarding the future reconstruction of Eldamain Road from Menards Distribution Center north to Galena Road (Ord. 2011-05). Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing $6,300,000 for that portion of the roadway. The three (3) governmental entities agreed to equally share the improvements cost which are to be paid through recapture agreements from future annexed properties with frontage along Eldamain Road.

Yorkville has approximately 11,290 lineal feet of frontage along Eldamain Road, and the estimated assessed fee per lineal foot for recapture is $336.59, for a total of $3.8 million. This total amount includes repayment of the city's $1.7 million of cost-sharing obligations memorialized in the 2020 Yorkville/Plano boundary agreement and $2.1 million share of the total County's reconstruction costs.

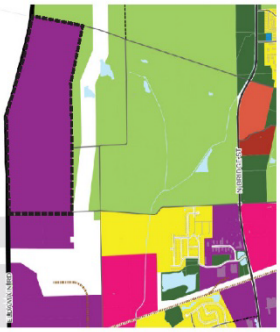
Below is an estimated amount each proposed annexed parcel is obligated to pay per the intergovernmental agreements:

PARCEL	***ESTIMATED FRONTAGE***	***ESTIMATED RECAPTURE***
02-07-100-011	~ 1,413 linear feet	$475,601.67
02-07-100-002	~ 601 linear feet	$202,290.59
02-07-300-005	~ 937 linear feet	$315,384.83
TOTAL	**~ 2,951 linear feet**	**$993,277.09**

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates the future land use for this property as General Industrial. The General Industrial (GI) designation is generally intended for a broad range of warehousing and manufacturing served by both rail and truck, particularly along the Eldamain Corridor. In 2019 this area of the Comprehensive Plan was redesignated from Estate/Conservation Residential (ERC) to General Industrial (GI) based upon the roadway improvements to Eldamain Road. A data center and the requested

M-2 General Manufacturing District is consistent with the current future land use designation in the 2016 Comprehensive Plan Update.

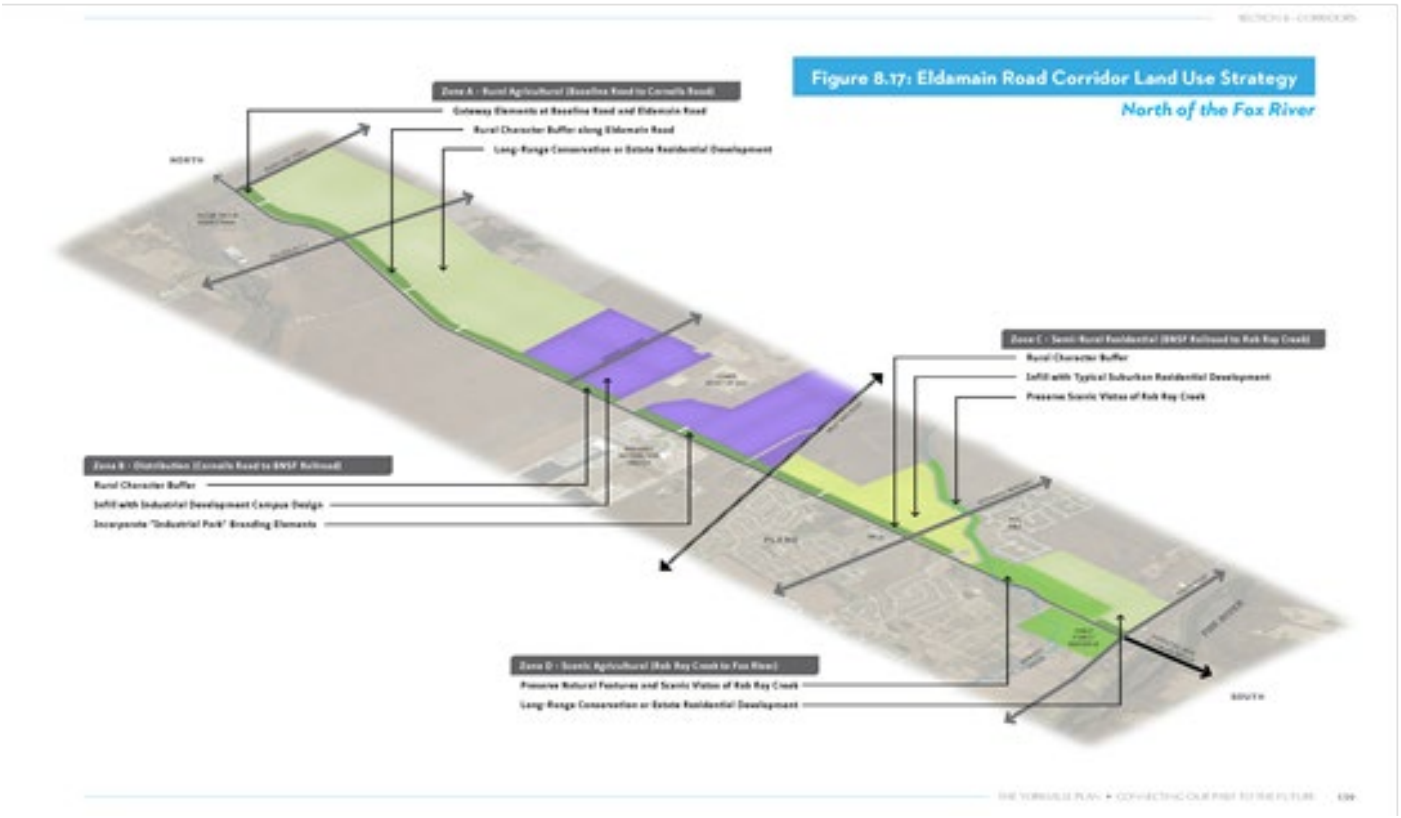


ELDAMAIN ROAD CORRIDOR

New Future Land Use Designation: General Industrial

Summary:

In 2019, the Illinois Department of Transportation announced that $45 million in funds for the construction of the Eldamain Road bridge over the Fox River was allocated in their multiyear plan. The city was contacted by Kendall County asking us to revisit the comprehensive plan's future land use designation for the Eldamain Road corridor to align with the Kendall County Land Resource Management Plan. Yorkville's future land use designation for this area is "Estate/Conservation Residential" which is intended to provide flexibility for residential design of large lot single-family homes or clustering of home with most of the development dedicated for conservation or green space area. However, Kendall County's Land Resource Management Plan (LRMP) identifies this area's future land use as "Mixed Use Business.". The Mixed-Use Business category would include offices, warehouses, highway-oriented commercial businesses and light industrial. To better align the potential future land uses in this region, the "General Industrial" is more appropriate given the new funding for infrastructure in the area.



STAFF COMMENTS:

The petitioner is requesting a straightforward annexation into the City of Yorkville for the subject property, and they aren't seeking relief or variance from the request M-2 General Manufacturing District. Staff is supportive of the request for annexation and rezoning approval as it would advance the Comprehensive Plan's future land use strategy of creating an Eldamain Road industrial corridor.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Ord. 2011-05 Yorkville/Plano/Kendall County IGA re: Eldamain Road Improvements
3. Ord. 2020-07 Yorkville/Plano Boundary Agreement
4. Annexation Agreement Application
5. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter ("*Agreement*"), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Hagemann Family Trust and Green Door Capital, hereinafter jointly referred to as "*Owner*".

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 138.441 acres, more or less (the "*Subject Property*"); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and,

WHEREAS, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq*. of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq*.), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq*. of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Conditions of Annexation.

A. The City hereby agrees, contemporaneously with annexation, the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as M-2 General Manufacturing District.

B. The Owner agrees to satisfy any and all obligations pertaining to the Subject Agreement pursuant to the Intergovernmental Agreement with Kendall County and the City of Plano Governing the Reconstruction of Eldamain Road attached hereto as *Exhibit B*.

C. The Owner agrees to convey to the City one (1) acre of the subject Property for the purpose of constructing water tower and permanent easement for the extension of a watermain and driveway access to the water tower.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Patricia Fleck & Larry Hagemann
Hagemann Family Trust
723 Tanager Lane
Geneva, IL, 60134

To the Purchaser: Matt Gilbert
Green Door Capital
837 W. Junior Ter
Chicago, IL 60613

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this

Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment 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

Larry Hagemann

By: _____
Owner

Patricia Fleck

By: _____
Owner

EXHIBIT A

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE,

191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE

WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

with **Property Index Numbers 02-07-100-011, 02-07-100-002, and 02-07-300-005.**

EXHIBIT B

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING CERTAIN TERRITORY GENERALLY LOCATED IMMEDIATELY EAST OF ELDAMAIN, NORTH OF CORNEILS ROAD, AND WEST OF WEST BEECHER ROAD (Hagemann Trust)

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, a duly executed *PETITION FOR ANNEXATION*, signed by Patricia Fleck of Hagemann Family Trust, owners, and submitted by contract purchaser, Green Door Capital, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory: and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number(s) of the territory to be annexed are as follows:

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT

OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

with **Property Index Numbers 02-07-100-011, 02-07-100-002, and 02-07-300-005.**

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

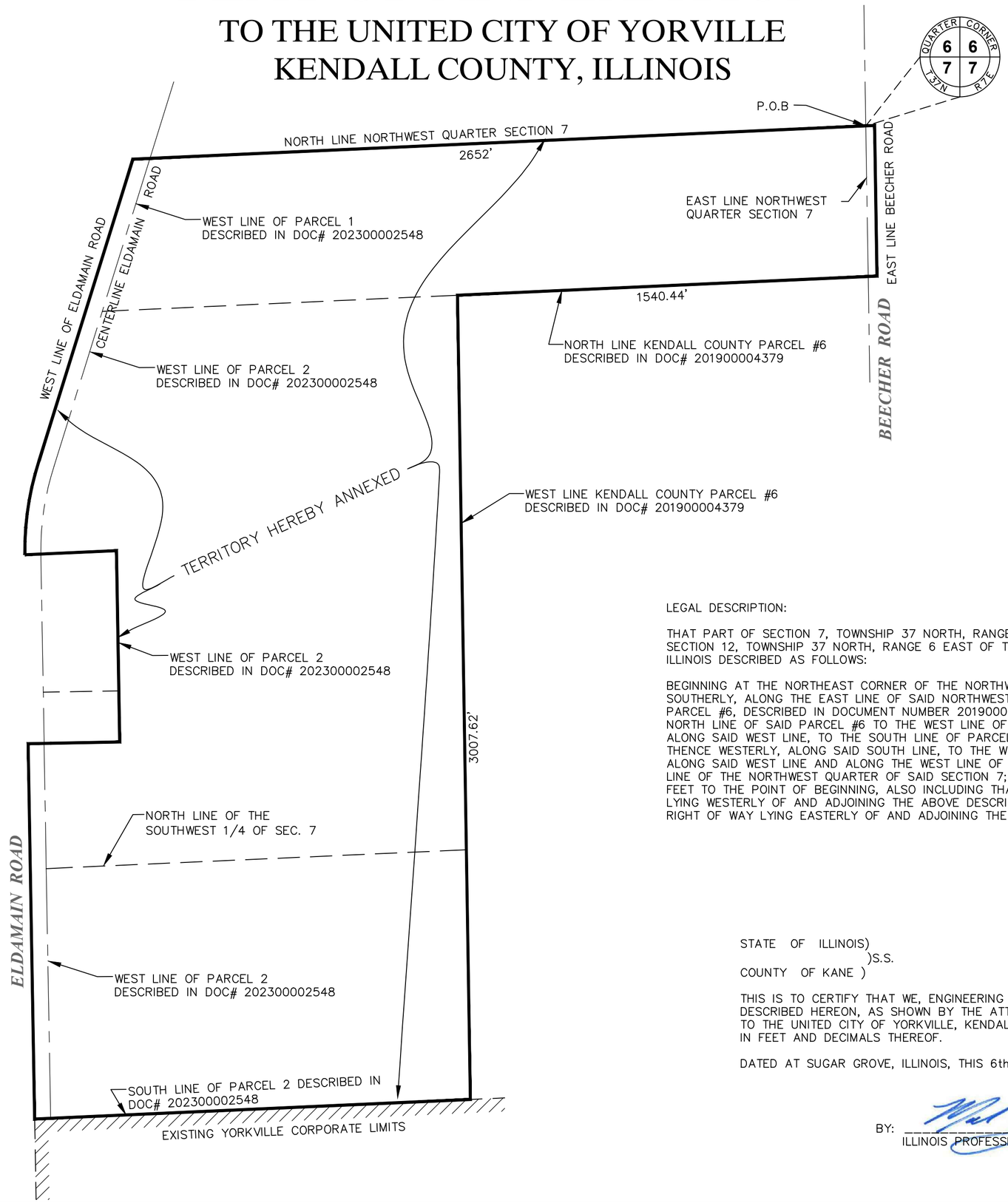
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORVILLE
KENDALL COUNTY, ILLINOIS



N.T.S.

P.I.N.S:

02-07-100-011
02-07-100-002
02-07-300-005

LEGAL DESCRIPTION:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 EAST AND PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF KENDALL COUNTY PARCEL #6, DESCRIBED IN DOCUMENT NUMBER 201900004379; THENCE WESTERLY, 1540.44 FEET, ALONG THE NORTH LINE OF SAID PARCEL #6 TO THE WEST LINE OF SAID PARCEL; THENCE SOUTHERLY, 3007.62 FEET, ALONG SAID WEST LINE, TO THE SOUTH LINE OF PARCEL 2, DESCRIBED IN DOCUMENT NUMBER 202300002548; THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID PARCEL 2; THENCE NORTHERLY, ALONG SAID WEST LINE AND ALONG THE WEST LINE OF PARCEL 1 DESCRIBED SAID DOCUMENT, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EASTERLY, ALONG SAID NORTH LINE, 2652 FEET TO THE POINT OF BEGINNING, ALSO INCLUDING THAT PART OF THE ELDAMAIN ROAD RIGHT OF WAY LYING WESTERLY OF AND ADJOINING THE ABOVE DESCRIBED PARCEL, AND THAT PART OF THE BEECHER ROAD RIGHT OF WAY LYING EASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PARCEL.

STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF MAY 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

MARK G. SCHELLER
035-003581
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SUGAR GROVE, IL

50 YEARS
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

DATE: MAY 6, 2024
PROJECT NO. Y02305
FILE NO Y02304 ANNEXATION

Ordinance No. 2011-05

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY AND THE CITY OF PLANO GOVERNING THE RECONSTRUCTION OF ELDAMAIN ROAD

WHEREAS, the United City of Yorkville is a duly organized, and validly existing non home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are "public agencies" within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and have authority to exercise, combine and transfer their powers, functions and authority jointly with each other as public agencies; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are "units of local government" within the context of Section 10 of Article VII, of the Illinois Constitution of 1970 and have the authority to obtain or share services, and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, Kendall County, the United City of Yorkville and the City of Plano are authorized pursuant to the above authority to enter into an intergovernmental agreement for the reconstruction, financing, and recapturing of costs for the improvements to Eldamain Road which is under the jurisdiction of Kendall County.

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 Corporate Authorities of the United City of Yorkville hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2. That the agreement between Kendall County, the City of Plano, and the United City of Yorkville entitled, *Intergovernmental Agreement Between Kendall County, City of Plano and City of Yorkville, An Agreement Governing the Reconstruction of Eldamain Road from Menards to Galena Road,* ("Intergovernmental Agreement") a copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 3. That the Mayor and City Clerk are hereby authorized to execute and deliver said Intergovernmental Agreement.

Section 4. That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Intergovernmental Agreement.

Section 5. This Ordinance shall be in full force and effect upon passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 8 day of February, A.D. 2011.

CITY CLERK

ROBYN SUTCLIFF	Y	DIANE TEELING	Y
ARDEN JOE PLOCHER	Y	WALLY WERDERICH	Y
GARY GOLINSKI	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	GEORGE GILSON, JR.	Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22 day of FEBRUARY, A.D. 2011.

MAYOR

IGAM 11-07

INTERGOVERNMENTAL AGREEMENT

BETWEEN

KENDALL COUNTY, CITY OF PLANO AND CITY OF YORKVILLE

An agreement governing the reconstruction of Eldamain Road from Menards to Galena Road

WHEREAS, Kendall County, the City of Plano, and the City of Yorkville are all units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10, and;

WHEREAS, Kendall County, hereinafter referred to as County, has jurisdiction over Eldamain Road for its entirety, and;

WHEREAS, the County seeks to make certain improvements to Eldamain Road from the Menards Distribution Center north to Galena Road to address the growing capacity needs of the roadway, improve public safety and stimulate the economies of local municipalities, and;

WHEREAS, specific improvements for the proposed roadway include the construction of one lane of concrete pavement in each direction, all appropriate turning lanes, paved shoulders, a raised grass median, pavement markings and all other appurtenances necessary to complete the reconstruction of the roadway in accordance with County specifications, and;

WHEREAS, the City of Plano, hereinafter referred to as Plano, has corporate boundaries lying immediately adjacent to and West of the centerline of Eldamain Road; and City of Yorkville, hereinafter referred to as Yorkville, has corporate boundaries lying immediately adjacent to and East of the centerline of Eldamain Road, and;

WHEREAS, both Plano and Yorkville share the vision of the County to make improvements to Eldamain Road from the Menards Distribution Center to Galena Road for reasons aforesaid, and;

WHEREAS, said agencies desire to codify the terms of agreement as they relate to the cost of the project, the recapture of fees, the timing of repayment of fees and expenses, the dedication of necessary rights-of-way, the cost of engineering and any and all other items expressly identified and contained herein.

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

1. The above recitals are incorporated herein by reference.

2. The County will prepare or cause to be prepared all documents related to the reconstruction of Eldamain Road from the Menards Distribution Center north to Galena Road, including, but not limited to, engineering plans, specifications, estimates, contracts, bonds, and certificates of insurance, as well as all documentation required for accurate payment of all contractors and subcontractors working on the

project under the terms and conditions of the contract, identified by the County as Section 07-00096-00-RP, at no cost to Plano and Yorkville.

3. The County will acquire necessary rights-of-way for the project, identified as Section 07-00096-00-RP, at no cost to Plano and Yorkville. Plano and Yorkville shall be responsible for acquiring rights of way for future improvements as set forth in paragraph 11 below.

4. As lead agency, the County will cause the reconstruction of Eldamain Road to be completed in a timely manner, and will make payment(s) to those performing the work in accordance with the contract documents.

5. The parties mutually agree that the estimated cost to improve Eldamain Road is $6.3 million. Said costs shall be divided and assessed equally between the County, Plano and Yorkville, with the municipal shares being assessed per lineal foot of frontage along Eldamain Road. It is the understanding of all parties hereto that the Municipal Corporations, Plano and Yorkville, will not be responsible to directly pay said fees, but shall collect fees pursuant to recapture agreements as permitted by law in any applicable annexation agreement from future municipal developments, and upon receipt of such fees from developers shall turn over those fees to the County as a recapture of costs for construction of the roadway.

6. The City of Plano and the United City of Yorkville have heretofore entered into a Boundary Agreement between the United City of Yorkville, Illinois, and the City of Plano, Illinois, a copy of which has heretofore been filed for record in the Office of the Recorder of Deeds of Kendall County as Document Number 200100005727 and Document Number 200500008114. Said Agreement between the cities provides, at Paragraph 7, for a cost sharing for future improvements to Eldamain Road.

7. Pursuant to the terms of Paragraph 7 of the Boundary Agreement, the City of Plano has already expended the sum of $3,400,000.00 for improvements to Eldamain Road. The obligation of the City of Plano to contribute further to the costs to improve Eldamain Road contemplated by the Agreement shall not occur until such time as the United City of Yorkville has contributed from recapture fees not less than $3,400,000.00 to the project as set forth in the following Paragraphs of this Agreement.

8. Based upon current estimates, the City of Plano's share of the costs of the project will be $2,100,000.00 (1/3rd of $6,300,000.00). Accordingly, based upon current estimates of cost, the contribution to be collected by the City of Plano will be in the sum of $400,000.00.

9. Based upon current estimates, the share of the cost to be recaptured by the United City of Yorkville shall be assessed at $336.59 per lineal foot of frontage on the East side of Eldamain Road (11,290.00 lineal feet) and that the share of the cost to be recaptured by the City of Plano shall be assessed at $34.85 per lineal foot along the West side of Eldamain Road (11,468 lineal feet) , and shall be paid to the County under the following terms. Plano agrees to make every reasonable effort to assess through recapture and collect not less than $34.85 per lineal foot and Yorkville agrees

to make every reasonable effort to assess through recapture and collect not less than $336.59 per lineal foot from all developments in each respective community that have frontage on Eldamain Road between Menards Distribution Center and Galena Road, excluding those properties that have existing annexation agreements approved as of the date of the signing of this instrument. Collected fees shall be paid to the County not more than 180 days after recording of the final plat for any and all municipal developments that have frontage on Eldamain Road.

10. Upon completion of the improvements and the finalization of the computation of the costs of the project, the parties agree to execute an Amendment to this Agreement incorporating the final "AS BUILT" costs and adjusting, based upon final "AS BUILT" costs, the allocations set forth above.

11. In order to accommodate future multi-lane improvements, Plano and Yorkville also agree to use their best efforts to acquire from all future developed properties with frontage along Eldamain Road and to grant to the County of Kendall, at no costs to the Cities, not less than 60' nor more than 75' of road right-of-way, measured from the centerline of Eldamain Road to the right-of-way line, along the entire frontage of all developed properties that have frontage along Eldamain Road, at the time of annexation or platting of said developing properties. The exact width of right-of-way required shall be designated by the County Engineer of Kendall County.

12. In the event federal stimulus funds, or any other federal or state grant funds are allocated for the reconstruction of Eldamain Road, Section 07-00096-00-RP, the municipal share of recapture costs, identified above, shall be reduced proportionally for both Plano and Yorkville. Specifically, recapture costs per lineal foot shall be reduced to equal the following: Yorkville: [1 - Grant Funds / $6.3 million] x $336.59; Plano: [1 - Grant Funds / $6.3 million] x $34.85.

13. This Agreement is executed in triplicate and each party shall retain one completely executed copy, each of which is deemed an original.

14. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all parties.

15. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. This agreement shall be in full force and effect for a period of 20 years from the date of execution of the agreement.

17. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.

IN WITNESS WHEREOF, the parties mutually agree to the terms and conditions contained herein.

FOR THE COUNTY

NAME	John Purcell
TITLE	County Board Chair
SIGNATURE	JPP
DATE	3/15/11

ATTEST

	Debbie Gillette
	County Clerk
	Debbie Gillette
	3/15/11

SEAL

FOR THE CITY OF PLANO

NAME	Robert Hausler
TITLE	Mayor of Plano
SIGNATURE	Robert Hausler
DATE	2-28-2011

ATTEST

	Deanna Brown
	City Clerk
	Deanna Brown
	3-2-11

SEAL

FOR THE CITY OF YORKVILLE

NAME	Valerie Burd
TITLE	Mayor of Yorkville
SIGNATURE	Valerie Burd
DATE	2/22/2011

ATTEST

	Jacquelyn Milschewski
	City Clerk
	Jacquelyn Milschewski
	2-8-2011

SEAL

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2020-07

AN ORDINANCE AUTHORIZING A JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE CITY OF PLANO

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 11th day of February, 2020

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 February 27, 2020.

Ordinance No. 2020-07

AN ORDINANCE AUTHORIZING A JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE CITY OF PLANO

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 of Illinois; and,

WHEREAS, there is unincorporated territory lying between the City and the City of Plano ("Plano") that was the subject of a previous Jurisdictional Boundary Line Agreement ("Boundary Agreement") entered into between the City and Plano and it is the desire of each to update and extend the terms of that Boundary Agreement for an additional twenty years; and,

WHEREAS, the Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) provides for the entering into jurisdictional boundary line agreements after notice and hearing; and,

WHEREAS, The City and Plano have negotiated a new Boundary Agreement to establish a jurisdictional boundary line in order to enable each municipality to plan the orderly growth and development of their communities by the exercise of their planning, annexation, zoning and subdivision authority on its side of the boundary line.

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

Section 1: That the *JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS*, between the United City of Yorkville and the City of Plano, a copy of which is attached hereto and made a part hereof as Exhibit A, be and the same is hereby approved and the Mayor and City Clerk be and are hereby authorized and directed to execute the Agreement on behalf of the United City of Yorkville.

Section 2: This Ordinance shall be in full force and effect upon its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11th day of February, 2020.

Lisa Pickering

CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
JACKIE MILSCHEWSKI	AYE	ARDEN JOE PLOCHER	AYE
CHRIS FUNKHOUSER	AYE	JOEL FRIEDERS	AYE
SEAVER TARULIS	AYE	JASON PETERSON	AYE

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 27th day of FEBRUARY, 2020.

MAYOR

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

202000003330
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 3/4/2020 10:41 AM
AGR: 57.00 RHSPS FEE: 10.00
PAGES: 10

THIS IS A COVER PAGE
FOR RECORDING PURPOSES ONLY

JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

Prepared by and Return to:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Above Space for Recorder's Use Only

JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

This Jurisdictional Boundary Line Agreement by and between the City of Plano, Kendall County, Illinois a non-home rule municipal corporation ("*Plano*") by virtue of the laws of the State of Illinois, and the United City of Yorkville, Kendall County, Illinois a non-home rule municipal corporation ("*Yorkville*") by virtue of the laws of the State of Illinois dated this 27th day of FEBRUARY, ~~2019~~ 2020.

WITNESSETH:

WHEREAS, Plano and Yorkville recognize that the unincorporated lands lying between their current municipal boundaries provide unusual growth opportunities for their respective communities; and,

WHEREAS, Plano and Yorkville are aware of the fact that the opportunities for development in said unincorporated area will be accompanied by increased demands for transportation services, governmental police power services, utilities services, and other municipal services and the resulting financial commitments to meet such additional services; and,

WHEREAS, in order to plan for the demands which occur with development, Plano and Yorkville entered into a Jurisdictional Boundary Line Agreement in 1999 which established an agreed "*Jurisdictional Boundary Line*" between the cities and included such other measures as deemed to be in the best interests of their respective communities; and,

WHEREAS, the Corporate Authorities of Plano and Yorkville desire to extend its Jurisdictional Boundary Line Agreement as hereinafter set forth, in order to provide for the orderly development of the unincorporated areas lying between their municipalities and continue the spirit of cooperation between both communities which has existed since 1999; and,

WHEREAS, Plano and Yorkville further recognize that planning for the development of the unincorporated land lying between their municipal boundaries must include provisions for open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multi-purpose uses; and,

WHEREAS, Plano and Yorkville and their respective citizens may be affected by potential development and the issues development presents and therefore believe it to be in their best interest that municipal boundaries and areas of municipal authority between their respective municipalities be established in order to plan effectively and efficiently for development between their communities and the conservation of the available resources for their respective residents without influences from developers or political factions; and,

WHEREAS, Plano and Yorkville have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Plano and Yorkville as follows:

1. That Plano shall have jurisdiction west of a certain boundary line and Yorkville shall have jurisdiction east of a certain boundary line as depicted on the map attached hereto as Exhibit A (the "*Jurisdictional Boundary Line*") and legally described on Exhibit B, which is attached hereto, both of which are incorporated herein. In the event of a variance in the legal description and the boundary map, the legal description shall take precedence. During the term of this Agreement, each municipality agrees to the immediate disconnection and shall not object to the disconnection of such territory which may lay beyond the Jurisdictional Boundary Line as described on *Exhibits A* and *B*, whether said disconnection be by petition of the land owner, court action or otherwise.

2. Plano and Yorkville agree not to annex, zone or perform any other act as authorized by law involving territory lying within the jurisdiction of the other municipality.

3. In the event that Plano or Yorkville is better able to provide municipal water or sewer service to a particular parcel of land lying outside its City limits, and annexed or to be annexed to the other City (as to Plano, a parcel lying West of the Jurisdictional Boundary Line, and as to Yorkville, a parcel lying East of the Jurisdictional Boundary Line), the municipality better able to provide service, shall not refuse service simply because the parcel is not within its City limits and shall not require annexation, but shall, subject to availability and capacity, allow connection to and service from its utility system, subject at all times to the ordinances, fees and charges (uniformly applied) applicable to the providing of service to lands outside of the municipality.

4. The Jurisdictional Boundary Line between Plano and Yorkville, for municipal government planning, subdivision control and municipal purposes shall be as described in Exhibits A and B and all future annexations by the corporate authorities of both Cities shall be adopted in conformance with the provisions of this Agreement.

5. Except by agreement as to utility service as provided in Paragraph 3 of this Agreement and except upon the subsequent joint written agreement, duly authorized by the Corporate Authorities of both Cities, Plano and Yorkville hereby agree that they shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line as established in this Agreement; provided, however, it is understood that this Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezoning or proposed land use within one and one-half (1 ½) miles of its corporate limits. Each City further agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the Jurisdictional Boundary Line established under this Agreement.

6. Plano and Yorkville had originally agreed that Yorkville was (and remains) responsible to use its own funds or funds from a third-party such as developers through recapture agreements to equalize the $3,400,000 expended by Plano for improvements to Eldamain Road. Pursuant to an intergovernmental agreement executed in 2011 among Plano, Yorkville and Kendall County (the "*IGA*"), Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing $6,300,000 for that portion of the roadway from the Menards Distribution Center to Galena Road. The parties agreed to equally share the cost of $6,300,000 which cost was to be paid through recapture

agreements from future municipal developments. It was determined in the IGA that Plano was required to assess $34.85 per lineal foot for a total of 11,290 lineal feet in order to pay $400,000 being its share of $2,100,000 for the improvements made by Kendall County, reduced by $1,700,000 for the amounts already expended by it for improvements to Eldamain Road and Yorkville was to assess $336.59 per lineal foot for a total of 11,468 lineal feet in order to recapture a total of $1,700,000 as expended by Plano and $2,100,000 of its share of the cost to further improvement Eldamain Road for a total of approximately $3,800,000 . The parties hereto confirm that as of the date hereof, the respective obligations of the cities hereinabove set forth remain outstanding.

7. It is agreed that neither Plano nor Yorkville shall either directly or indirectly seek any modification of this Agreement through court action and that this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.

8. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

9. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the cities and recorded with the Kendall County Recorder.

10. This Agreement shall be in full force and effect from and after its adoption and execution by Plano and Yorkville and shall continue in full force and effect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.

11. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

IN WITNESS WHEREOF the City of Plano and the United City of Yorkville have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and attested by their respective City Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional.

City of Plano

By: Robert A. Hart
Mayor

Attest:
Kathleen Miller
City Clerk

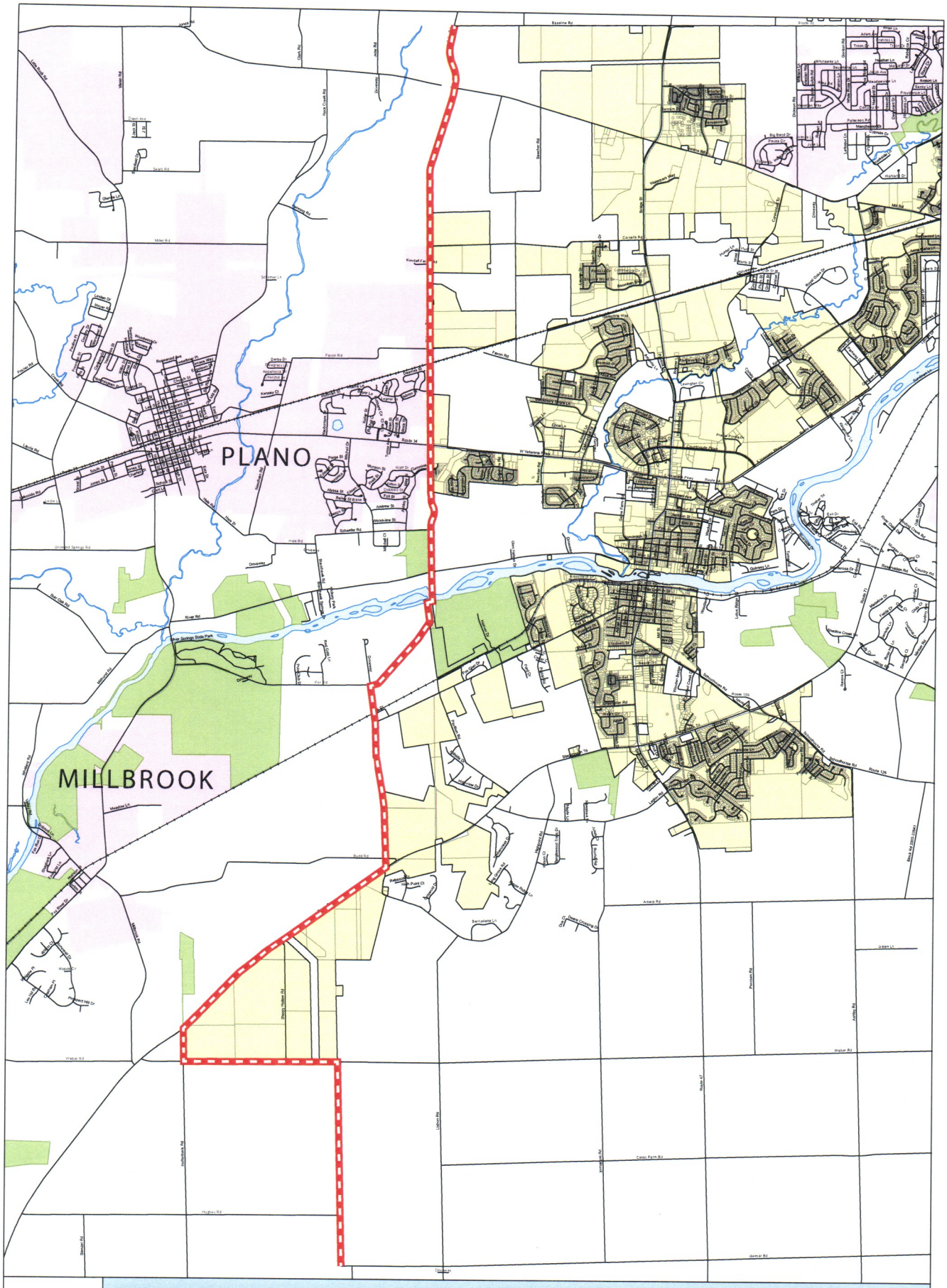
United City of Yorkville

By: J
Mayor

Attest:
Lisa Pickering
City Clerk

Exhibit A

Boundary Line Map



PROPOSED YORKVILLE/PLANO BOUNDARY AGREEMENT

UNITED CITY OF YORKVILLE, ILLINOIS

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE:November 19, 2019

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Boundary Agreements/Plano Boundary Map

Exhibit B

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BASELINE ROAD AND ASHE ROAD IN BRISTOL TOWNSHIP; THENCE SOUTHERLY ALONG THE CENTER LINE OF ASHE ROAD TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF ELDAMAIN ROAD TO THE CENTER LINE OF RIVER ROAD; THENCE CONTINUING SOUTH ALONG THE CENTER LINE OF ELDAMAIN ROAD RIGHT OF WAY TO THE SOUTH BANK OF THE FOX RIVER; THENCE WESTERLY ALONG THE SOUTH BANK OF THE FOX RIVER TO THE NORTHWEST CORNER OF A TRACT OF LAND WITH A P.I.N. OF 01-36-400-011; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID TRACT OF LAND TO THE SOUTHERLY MOST POINT OF SAID TRACT OF LAND; THENCE SOUTHWESTERLY TO THE NORTHERLY MOST CORNER OF A TRACT OF LAND CONVEYED TO THE COUNTY OF KENDALL BY DOCUMENT 201500004183; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE SAID TRACT OF LAND CONVEYED TO THE COUNTY OF KENDALL TO THE CENTER LINE OF FOX ROAD EXTENDED NORTH; THENCE SOUTH ALONG SAID CENTER LINE EXTEND AND SAID CENTERLINE TO THE CENTER LINE OF HIGHPOINT ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF HIGHPOINT ROAD TO THE CENTER LINE OF ROUTE 71; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF ROUTE 71 TO THE CENTER LINE OF HOLLENBACK ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF HOLLENBACK ROAD TO THE CENTER LINE OF WALKER ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF WALKER ROAD TO THE CENTER LINE OF WEST HELMAR ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF WEST HELMAR ROAD TO THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 36 NORTH , RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN.

DocuSign Envelope ID: 3141A5FC-46D6-4846-B71E-8BA6BD38ACD8

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 ANNEXATION

DATE: 1/31/2024	PZC NUMBER:	DEVELOPMENT NAME: Green Door Nexus North

PETITIONER INFORMATION

NAME: Matt Gilbert	COMPANY: Green Door Capital
MAILING ADDRESS: 837 W Junior Ter	
CITY, STATE, ZIP: Chicago, IL 60613	TELEPHONE: ◉ BUSINESS ○ HOME 312-622-8300
EMAIL: matt@greendoorcapital.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Hagemann Family Trust

IS THE PROPERTY OCCUPIED OR VACANT: Vacant with seasonal farming

IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

Patricia Fleck and Larry Hagemann

PROPERTY STREET ADDRESS: 1414 Eldamain Road, Plano, IL 60545

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

Approximately 138.441 acres of farmland lying East of Eldamain Road and north of Corneils road in Yorkville, IL

CURRENT ZONING CLASSIFICATION: Unincorporated Bristol Township

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: Unincorporated Bristol Township

EAST: Unincorporated Bristol Township

SOUTH: M-2

WEST: Unincorporated Bristol Township

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-07-100-011	02-07-100-002	02-07-100-005	

DocuSign Envelope ID: 3141A5FC-46D6-4846-B71E-8BA6BD38ACD8

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 ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

ATTORNEY INFORMATION	
NAME: Kevin Kearney	COMPANY: Pedersen Houpt
MAILING ADDRESS: 161 N Clark St, Ste. 2700	
CITY, STATE, ZIP: Chicago, IL 60601	TELEPHONE: 312-261-2291
EMAIL: kkearney@pedersenhoupt.com	FAX:

ENGINEER INFORMATION	
NAME: TBD	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:

LAND PLANNER/SURVEYOR INFORMATION	
NAME: Bearnard Bauer	COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Dr, Ste. 101	
CITY, STATE, ZIP: Aurora, IL 60560	TELEPHONE: 630-708-5033
EMAIL: bbauer@hrgreen.com	FAX:

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 provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".

DocuSign Envelope ID: 3141A5FC-46D6-4846-B71E-8BA6BD38ACD8

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 ANNEXATION

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.

DocuSigned by:
Matthew Gilbert
E3771CAA44E3444...

PETITIONER SIGNATURE

2/8/2024

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Patricia Fleck

OWNER SIGNATURE

2/6/2024

DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

2/6/24

OFFICIAL SEAL
David C. Di Iorio
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires January 11, 2025

DocuSign Envelope ID: 3141A5FC-46D6-4846-B71E-8BA6BD38ACD8

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

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: Matt Gilbert	COMPANY: Green Door Capital
MAILING ADDRESS: 837 W Junior Ter	
CITY, STATE, ZIP: Chicago, IL 60613	TELEPHONE: 312-622-8300
EMAIL: matt@greendoorcapital.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.

Matt Gilbert
PRINT NAME

Manager
TITLE

DocuSigned by:
Matthew Gilbert
E3771CAA44E3444...
SIGNATURE*

2/8/2024
DATE

**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)*

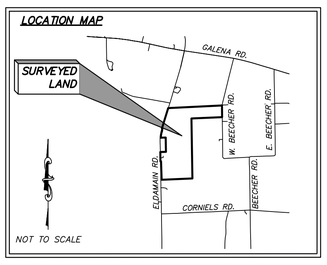
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

Xrefs: 220503-ALTA

ALTA/NSPS LAND TITLE SURVEY

LOCATION MAP



POINT OF BEGINNING PARCEL 1

(N88°25'E 2652')

(S1°57'1"W 6.35') ℄ OF BEECHER ROAD

GRAPHIC SCALE
150 0 75 150 300
(IN FEET)
1 inch = 150 ft.

NOT INCLUDED

PIN: 02-06-300-009
DOC. 20140008168
OWNER: JOSHUA A. SCHLENING & TAMMI M. LTHAM-SCHLENING

PIN: 02-06-300-012
DOC. 20220015105
OWNER: ARTURO & REYNALDA SANCHEZ

PIN: 02-06-300-011
DOC. 201900004379 (PARCEL #4)
OWNER: TIMOTHY ROSENWINKLE LIVING TRUST

FOUND 1" IRON PIPE AT CORNER PER DOCUMENT 81-732 (APPROX. 10" BELOW PAVEMENT)

FOUND 1" IRON PIPE 20.62'W. & 0.15'N

5/8" IRON ROD 34.59'E & 0.10'N OF CORNER (0.10'N & 0.10'E OF R.O.W. CORNER)

SET MAG NAIL AT CORNER

(N1°30'E 19 CHAINS [1254.0'])

N87°15'11"E 3,135.03'

N87°15'11"E 2,697.90'

N. LINE NW 1/4 OF SECTION 7-T37N-R7E

POINT OF COMMENCEMENT PARCEL 2 EXCEPTION (4)-TRACT B FOUND 1" IRON PIPE (CAPPED) AT CORNER

437.13' (437.14)

32.40'

FOUND 1" IRON PIPE (CAPPED) AT CORNER

3.5' 5.8' 9.0' BITUMINOUS SHOULDER 13.2' CONCRETE PAVEMENT

3/4" IRON PIPE ON LINE

UTILITY POLE 19.0'W OF LINE

9.8' 19.0'

22.4' WIDE BITUMINOUS PAVEMENT

UTILITY POLE 18.6'W OF LINE

UTILITY POLE 18.9'W OF LINE

S0°53'15"E 581.44' (8.80 CHAINS [580.80'])

PARCEL 1
PIN: 02-07-100-002

CULTIVATED FIELD

CURBED GRASS MEDIAN

E'LY LINE OF ELDAMAIN ROAD (UNDOCUMENTED) AS EVIDENCED UPON RIGHT-OF-WAY PLAT DOC. 20140003609

OLD CENTERLINE OF ELDAMAIN ROAD **SEE MISCELLANEOUS NOTE #3**

ELDAMAIN ROAD

LITTLE ROCK TOWNSHIP | BRISTOL TOWNSHIP

S01°02'32"E 2,637.57' 1,327.66' (1,327.29')

S2°25'W 1,078.78' N1°22'00"E 1,078.78'

S87°30'43"W 1,342.74' (20.20 CHAINS [1,333.20'])

SE CORNER OF CONCRETE FENCE POST IS 5.65'N & 1.86'W OF LINES

WOOD AT&T FIBER OPTIC MARKER POST

WIRE FENCE

SE CORNER OF CONCRETE FENCE POST 5.96'N & 20.66'W OF LINES

14.0' 22.1' WIDE BITUMINOUS PAVEMENT

(S88°W 43.78 CHAINS [2,889.48'])
S87°30'43"W 2,883.08'

S87°30'43"W 1,540.34'

N'LY LINE OF LANDS DESCRIBED IN DOCUMENT 201900004379 (PARCEL #6), AS MONUMENTED
LINE PARALLEL WITH THE S. LINE OF THE W. 1/2 OF SEC. 7-T37N-R7E

FOUND 1" IRON PIPE AT CORNER

WOOD AT&T FIBER OPTIC MARKER POST

FOUND 1" IRON PIPE 21.80' W. & ON LINE

WEST BEECHER ROAD

HATCH LEGEND

	BUILDING
	CONCRETE

LEGEND

	LIGHT POLE
	UTILITY POLE
	GUY ANCHOR
	STORM INLET
	FLARED END SECTION
	MANHOLE
	SIGN
	UTILITY PEDESTAL(S)
	ELECTRIC METER
	WATER SPIGOT
W	WELL
	RIGHT-OF-WAY MARKER
x	FENCE
ou	OVERHEAD UTILITIES
R.O.W.	RIGHT-OF-WAY
E.O.P.	EDGE OF PAVEMENT
(R&M)	RECORD & MEASURED
(XXX.XX)	RECORD DIMENSION
[XXXX.XX]	CHAIN TO FEET CONVERSION

4.8' TO SHOULDER 13.9' TO E.O.P.

N72°59'19"W 21.70' (S72°59'33"E 21.7')

1/2" IRON ROD 0.18'NE'LY OF CORNER

POINT OF BEGINNING PARCEL 2 EXCEPTION (4)-TRACT B SET 5/8" IRON ROD AT CORNER

N09°36'24"E 142.08' (S09°36'34"E 142.10')

EXCEPTION (4)-TRACT B

140.90' (140.91')

129.0' R.O.W. PER DOC. 201400003609

E.O.P. 46.3' NW'LY OF CORNER

SHOULDER 37.1' NW'LY OF CORNER

N72°59'33"W 40.00' (R&M)

190.59 (190.57')

EXCEPTION (3)
DEDICATION PER DOC. 200400020601

POINT OF BEGINNING PARCEL 2 EXCEPTION (3)

L=312.35' R=1160.00' (R=1160.0')
CB=N9°17'37"E CH=311.40'

365.41' (365.38')

190.59 (190.57')

FOUND 3/4" IRON PIPE 0.41'E OF CORNER & ON LINE

S87°30'34"W 243.07'

284.28' (284.10')

FOUND 1" IRON PIPE AT CORNER

E.O.P. 44.6' NW'LY OF CORNER

SHOULDER 35.5' NW'LY OF CORNER

40.00' (R&M)

CULTIVATED FIELD

INTERMITTENT WIRE FENCE

E'LY FACE OF CONCRETE FENCE POST 1.58'W. OF LINE

PT. PARCEL 2
PIN: 02-07-100-011

W. LINE NW 1/4 OF SECTION 7-T37N-R7E

519.12' (519.0')

EXCEPTION (2)
PIN: 02-07-100-009
DOC. 2021000284?
OWNER: NICHOLAS A. DODD & NICOLE E. JALOVE

526.30' (526.43')

N01°01'09"W 718.04' (718.16')

POINT OF BEGINNING PARCEL 2 EXCEPTION (2)

FOUND 3/4" IRON PIPE 29.97'E. OF CORNER

(284.0')

EXCEPTION (1)
PIN: 02-07-100-006
DOC. 2021000?597
OWNER: LISA ANN PRATHER

191.73' (R&M)

191.73'

FOUND 1" IRON PIPE AT CORNER

(284.0')

FOUND 3/4" IRON PIPE 29.80'E. OF CORNER

POINT OF BEGINNING PARCEL 2 EXCEPTION (1) SET 5/8" IRON ROD

N88°57'28"E 283.90'

5.9' 12.3'

E'LY LINE OF ELDAMAIN ROAD (UNDOCUMENTED) AS EVIDENCED UPON RIGHT-OF-WAY PLAT DOC. 20140003609

CURBED GRASS MEDIAN

N01°01'32"W 472.22'

(N87°20'05E 30.30')

POINT OF BEGINNING PARCEL 2 EXCEPTION (3)-TRACT A FOUND DISK AT CORNER PER DOC. 201600003138

S87°20'04"W 30.27'

FOUND DISK AT CORNER PER DOC. 201600003138

FOUND 1/2" IRON ROD 012'W & 0.14'S. OF CORNER

13.3' CONCRETE PAVEMENT 9.0' BITUMINOUS SHOULDER

CURBED GRASS MEDIAN

N01°41'00"W 924.89' (N01°41'00E 934.77')

925.01' (914.44')

EXCEPTION (3)-TRACT A

120.0' R.O.W. PER DOC. 204100003609

37.9' E.O.P. 28.9' TO SHOULDER

POINT OF BEGINNING PARCEL 2

FOUND 1" IRON PIPE CAPPED 9.86'S & ON R.O.W. LINE

S87°30'43"W 40.76' (S87°30'51"W 40.90')

CULTIVATED FIELD

PT. PARCEL 2
PIN: 02-07-300-005

CULTIVATED FIELD

PIN: 02-07-300-002
DOC: 201900004379 (PARCEL #6)
OWNER: TIMOTHY ROSENWINKLEL LIVING TRUST

S87°30'43"W 1,543.98'

N87°30'43"E 1,584.74' (23.94 CHAINS [1,580.04'])

N'LY FACE OF CONCRETE FENCE POST 4.20'S. OF LINE

PIN: 02-07-300-004
DOC: 20220008845
OWNER: ILLINOIS GREENHOUSE LLC

SITE UNDER CONSTRUCTION

NE CORNER OF CONCRETE FENCE POST 4.87'S. & 2.52'W. OF LINES

N'LY FACE OF CONCRETE FENCE POST 3.77'S. OF LINE

FOUND 1" IRON PIPE AT CORNER

S'LY LINE OF LANDS DESCRIBED IN DOCUMENT 201900004379 (PARCEL #6), AS MONUMENTED
LINE PARALLEL WITH THE S. LINE OF THE W. 1/2 OF SEC. 7-T37N-R7E

91°36'3"
(91°36'11" PER DOC. 201900004379)

N. SIDE OF WOOD FENCE POST 1.64'E. & 3.92'S. OF LINES

FOUND 1" IRON PIPE 0.24'W & ON LINE

FOUND 5/8" IRON ROD 9.87'S. & 0.18'W. OF LINES

E. LINE OF THE SW 1/4 OF SEC. 7-T37N-R7E

N00°53'15"W 2,647.39'

(25.80 CHAINS [1702.80'])
1712.64'

FOUND 3/4" IRON PIPE AT CORNER PER DOCUMENT 77-2871

E'LY LINE OF LANDS DESCRIBED IN DOCUMENT 201900004379 AS MONUMENTED LINE PARALLEL WITH THE S. LINE OF THE W. 1/2 OF SEC. 7-T37N-R7E

E'LY FACE OF CONCRETE FENCE POST 0.69'W. OF LINE

PIN: 02-07-100-007
DOC. 201900004379 (PARCEL #6)
OWNER: TIMOTHY ROSENWINKLEL LIVING TRUST

PIN: 02-07-100-008

E. LINE OF THE NW 1/4 OF SEC. 7-T37N-R7E

N00°53'15"W 2,654.18'

S0°05'315"E 3,007.48' (45.57 CHAINS [3,007.62'])

#1414 2 STORY FRAME HOUSE

ABOVE GROUND FUEL TANK

CELLAR DOOR

AGGREGATE DRIVEWAY

FRAME BARN

CONC. SLAB

METAL CLAD BARN

AGGREGATE DRIVEWAY

7.7' TO E.O.P. 1.5' TO SHOULDER

DETAIL SCALE: 1"=60'

S. LINE OF THE NW 1/4 OF SEC. 7-T37N-R7E

N87°20'04"E 3,127.73'

N. LINE OF THE SW 1/4 OF SEC. 7-T37N-R7E

FOUND 3/4" IRON PIPE AT CORNER PER DOCUMENT 201600003539

N87°20'04"E 2,643.67'

NW. CORNER OF CONCRETE FENCE POST IS 24.01'S. & 0.59'W. OF 1/4 SECTION LINES

FOUND 3/4" IRON PIPE PER DOCUMENT 200500032401 0.06'E & 0.26'S

N01°31'59"W 2,637.54' 1712.53' (25.80 CHAINS [1,702.80'])

POINT OF COMMENCEMENT PARCEL 2 EXCEPTION (1) PARCEL 2 EXCEPTION (2) FOUND DISK AT CORNER PER DOC. 201600003139

FOUND DISK AT CORNER PER DOC. 201600003139

20.48'

FLOOD ZONE NOTE

SURVEYED LANDS LIE ENTIRELY WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NO. 17093C0030C, BEARING AN EFFECTIVE DATE OF FEBRUARY 4, 2009.

MISCELLANEOUS NOTES

1. THE SURVEYED LANDS ARE THE LANDS DESCRIBED IN QUIT-CLAIM DEED, RECORDED JULY 10, 2013 AS 201300014326, NAMING PATRICIA K. FLECK, TRUSTEE OF THE HAGEMANN FAMILY TRUST, DATED APRIL 9, 2013 AS THE GRANTEE.
2. PERMANENT INDEX NUMBERS (P.I.N.s) OF SURVEYED LANDS:
   PARCEL 1: 02-07-100-002
   PARCEL 2: 02-07-300-005 & 02-07-100-011
3. "OLD" CENTERLINE OF ELDAMAIN ROAD SHOWN HEREON AS EVIDENCED UPON RIGHT-OF-WAY PLAT RECORDED 03/18/2014 AS DOCUMENT 201400003609
4. UTILITIES SHOWN HEREON ARE BASED ON OBSERVED VISIBLE ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES, WHICH THE SURVEYOR IS UNAWARE OF MAY BE PRESENT.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements
* Basis of bearings for this survey: *IL SPC EAST ZONE (NAD83-2011)*
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* Field work for this survey was completed on *10/28/22*.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

GREEN DOOR CAPITAL INVESTMENTS, INC.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

11/4/2022 5:39:54 PM

J:\2022\2202300\Survey\Dwg\2202300_ALTA.dwg

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTER-CLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601, DESCRIBED AS FOLLOWS:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN
DESCRIBED, AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

LAND AREAS:

PARCEL 1:
GROSS LAND AREA: 36.827± ACRES
NET LAND AREA: 36.467± ACRES
PARCEL 2:
GROSS LAND AREA: 101.613± ACRES
NET LAND AREA: 101.090± ACRES
TOTAL:
GROSS LAND AREA: 138.441± ACRES
NET LAND AREA: 137.557± ACRES

***NET LAND AREAS = GROSS LAND AREA LESS THAT PORTION LYING WITHIN THE UNDOCUMENTED PORTION OF ELDAMAIN ROAD AS EVIDENCED UPON PLAT OF RIGHT OF WAY RECORDED AS DOCUMENT 20140003609.*

TABLE A ITEM NOTES

ITEMS REFERRED TO HEREON PER TABLE A – OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS FROM 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.

ITEM 1: MONUMENTS SHOWN HEREON.
ITEM 2: ADDRESS OF THE SURVEYED LANDS IS 1414 ELDAMAIN ROAD, PLANO, IL, PER KENDALL COUNTY TAX RECORDS AND AS POSTED AT THE FARMSTEAD BUILDING UPON THE SURVEYED LANDS.
ITEM 3: FLOOD ZONE DESIGNATION NOTED HEREON.
ITEM 4: LAND AREAS NOTED HEREON.
ITEM 7(A): EXTERIOR DIMENSIONS OF BUILDINGS AT GROUND LEVEL SHOWN HEREON.
ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK ARE SHOWN HEREON.
ITEM 13: NAMES OF ADJOINING OWNERS SHOWN HEREON, AS APPEARING IN KENDALL COUNTY TAX RECORDS.
ITEM 17: THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES. BEECHER ROAD ALONG THE EASTERLY LINE OF THE SURVEYED LANDS HAD BEEN RECENTLY REPAVED.
ITEM 18: SURVEYOR WAS NOT PROVIDED WITH, NOR AWARE OF ANY OFFSITE PLOTTABLE EASEMENTS.

TITLE COMMITMENT NOTES

1. *THIS SURVEY IS BASED IN PART ON ALTA COMMITMENT FOR TITLE INSURANCE, BY CHICAGO TITLE INSURANCE COMPANY, CCHI2108360LD, BEARING A COMMITMENT DATE OF NOVEMBER 2, 2021.*

NOTES CORRESPONDING TO SURVEY RELATED SCHEDULE B, PART II EXCEPTIONS

ITEM 25 (B) EASEMENT IN FAVOR OF AT&T, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 88-6400.
*• **EASEMENT IS A MODIFICATION OF THE EASEMENT REFERENCED IN ITEM 26 BELOW. ABOVE REFERENCE DOCUMENT DOES NOT CONTAIN A PLOTTABLE DESCRIPTION.***

ITEM 26 (E) EASEMENT IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED JULY 23, 1969 AS DOCUMENT NO. 164058, AFFECTING THE SOUTHERLY LINE OF PARCEL 1 AND THE NORTHERLY LINE OF PARCEL 2.
*• **EASEMENT LIES UPON THE SURVEYED LANDS, BUT DOES NOT CONTAIN A PLOTTABLE DESCRIPTION. AT&T ROUT MARKERS WERE OBSERVED ALONG THE SOUTHERLY LINE OF PARCEL 1 OF THE SURVEYED LANDS AND ARE SHOWN AND NOTED HEREON,***

ITEM 27 (F) RESOLUTION NO. 03-09 RECORDED JUNE 30, 2003 AS DOCUMENT NOS. 200300021826, 200300021827 AND 200300021828, PROVIDING PUBLIC NOTICE TO INTERESTED PERSONS REGARDING THE FUTURE CONSTRUCTION OF AN EXTENSION OF ELDAMAIN ROAD ACROSS THE FOX RIVER IN KENDALL COUNTY, ILLINOIS.
*• **SURVEYED LANDS ARE INCLUDED IN THE LANDS LISTED WITHIN SAID DOCUMENT, SAID DOCUMENT DOES NOT CONTAIN AN Y PLOTTABLE ITEMS. SEE DOCUMENT FOR PARTICULARS.***

ITEM 28 (R) RIGHT OF WAY PLAT FOR KENDALL COUNTY HIGHWAY DEPARTMENT ELDAMAIN ROAD RECORDED MARCH 18, 2014 AS DOCUMENT NO. 201400003609.
*• **RIGHT-OF-WAY DEPICTED UPON SAID PLAT IS SHOWN AND NOTED HEREON.***

SURVEYOR'S CERTIFICATE

TO:
- *HEIRS AT LAW AND LEGATEES OF CLAYTON J. HAGEMANN, DECEASED*
- *GREEN DOOR CAPITAL INVESTMENTS*
- *[LENDER]*
- *CHICAGO TITLE INSURANCE COMPANY*

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 13, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10/28/2022.

DATED: _____

FOR REVIEW

BERNARD J BAUER, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR #3799
EMAIL: bbauer@hrgreen.com
LICENSE EXPIRES: 11/30/2024

DRAWN BY:	BJB
APPROVED:	MD
JOB DATE:	11/03/2022
JOB NO:	2202300

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 1"
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

Illinois Professional Design Firm # 184-001322
HRGreen
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60560
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com

ALTA/NSPS LAND TITLE SURVEY

OF PART OF THE W. HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE 3RD PRINCIPAL MERIDIAN, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

NO.	DATE	BY	REVISION DESCRIPTION

SHEET 1 OF 1

CHICAGO TRIBUNE
media group

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7624151
Purchase Order:

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/26/2024, and the last publication of the notice was made in the newspaper dated and published on 4/26/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Apr 26, 2024.**

The Beacon-News
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

27th Day of April, 2024, by

Chicago Tribune Media Group

Jeremy Gates

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

CHICAGO TRIBUNE
media group

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately east of Eldamain, north of Corneils Road, and west of West Beecher Road. A total of three (3) parcels, consisting of approximately 138.441 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for seasonal farming. The purpose of this annexation is to allow for future industrial development on the property within City limits pursuant to the terms of that annexation agreement.

The legal description of the property is as follows:

PARCEL 1:
THAT PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 6 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER LINE OF A HIGHWAY NOW KNOWN AS W. BEECHER ROAD WHICH IS NORTH 15 DEGREES 11 MINUTES EAST 635 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 15 DEGREES 11 MINUTES WEST ALONG SAID CENTER LINE 635 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE QUARTER SECTION LINE 8.80 CHAINS; THENCE SOUTH 88 DEGREES WEST ALONG A CLAIM LINE 43.78 CHAINS TO THE CENTER LINE OF A HIGHWAY NOW KNOWN AS ELDAMAIN ROAD; THENCE NORTH 17 DEGREES 30 MINUTES EAST ALONG SAID CENTER LINE 19 CHAINS TO A POINT SOUTH 88 DEGREES 25 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES EAST 2652 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF SAID SECTION, 25.80 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION: THENCE EASTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, 23.94 CHAINS; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION, 45.57 CHAINS; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20.20 CHAINS TO THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING:

(1) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3,110.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 191.73 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 284.0 FEET TO THE SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 191.73 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(2) THAT PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 3301.73 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 284.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 526.43 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 30 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED COUNTERCLOCKWISE THEREFROM, 284.10 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 519.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(3) THAT PART DEDICATED FOR PUBLIC ROAD BY PLAT OF DEDICATION RECORDED JULY 27, 2004 AS DOCUMENT NO. 200400020601,

CHICAGO TRIBUNE
media group

DESCRIBED AS FOLLOWS:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE CENTER LINE OF ELDAMAIN ROAD EXTENDED FROM THE NORTHEAST, WHICH POINT IS DESCRIBED AS BEING 1327.29 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 190.57 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 40.0 FEET; THENCE SOUTHERLY ALONG A CURVE: TO THE LEFT HAVING A RADIUS OF 1160.0 FEET WITH IS RADIAL TO THE LAST DESCRIBED COURSE, 365.38 FEET TO A POINT 40.0 FEET EASTERLY OF SAID WEST LINE; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE 40.0 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 190.57 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

4) THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS BY WARRANTY DEED RECORDED APRIL 23, 2012 AS DOCUMENT NO. 201200007234, DESCRIBED AS FOLLOWS:

TRACT A
PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 AD J): BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 20 MINUTES 05 SECONDS EAST 30.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 01 DEGREES 41 MINUTES 00 SECONDS EAST 934.77 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 51 SECONDS WEST 40.90 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 01 DEGREES 02 MINUTES 01 SECONDS WEST 914.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6, EAST OF SAID THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 02 MINUTES 30 SECONDS WEST 20.44 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 0.764 ACRES, MORE OR LESS, OF WHICH 0.537 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

TRACT B
PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83(97 ADJ): COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION ; THENCE NORTH 87 DEGREES 15 MINUTES 05 SECONDS EAST 437.14 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7: THENCE SOUTH 17 DEGREES 00 MINUTES 27 SECONDS WEST 1078.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 59 MINUTES 33 SECONDS EAST 21.70 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE SOUTH 09 DEGREES 36 MINUTES 34 SECONDS WEST 142.10 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7; THENCE NORTH 72 DEGREES 59 MINUTES 33 SECONDS WEST 40.00 FEET ALONG THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY HIGHWAY 7 AND THE EXTENSION THEREOF; THENCE NORTH 17 DEGREES 00 MINUTES 27 SECONDS EAST 140.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.100 ACRES, MORE OR LESS, OF WHICH 0.069 ACRE, MORE OR LESS, IS WITHIN THE EXISTING RIGHT OF WAY FOR COUNTY HIGHWAY 7.

PINs: 02-07-100-011, 02-07-100-002, and 02-07-300-005

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

CHICAGO TRIBUNE
media group

Department, City Hall, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk
4/26/24 7624151 HSPAXLP

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Hearing #3

Tracking Number

Agenda Item Summary Memo

Title: **PUBLIC HEARING** Blackberry Oaks Golf Clubhouse – Annexation

Meeting and Date: City Council – May 14, 2024

Synopsis: Annexation of the existing clubhouse of the Blackberry Oaks golf course.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Krysti Barksdale – Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: May 8, 2024
Subject: **Blackberry Oaks – Golf Clubhouse Annexation**
Proposed Annexation Agreement Request

SUMMARY:

The petitioner, Chicago Title Land Trust Company as Successor to American National Bank and Trust (Trust No. 110740-09), property owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting to annex approximately 4.89 acres of unincorporated commercial land currently used as a clubhouse for the Blackberry Oaks Golf Club and to enter into an annexation agreement with the city. The property is located immediately west of Kennedy Road and south of the Burlington Northern Santa Fe (BNSF) railroad in unincorporated Bristol Township in Kendall County, as depicted in the map below. The aim of this annexation agreement is to enable the construction of



LOCATION MAP - BLACKBERRY OAKS ANNEXATION

United City of Yorkville, Illinois
Date: February 23, 2024
File Location: O:\Development\Development Projects\Blackberry Oaks (Annexation)\Maps

specific enhancements along Kennedy Road, which involves expanding the roadway, as outlined in the terms of the agreement.



Image Courtesy of Kendall Co. GIS

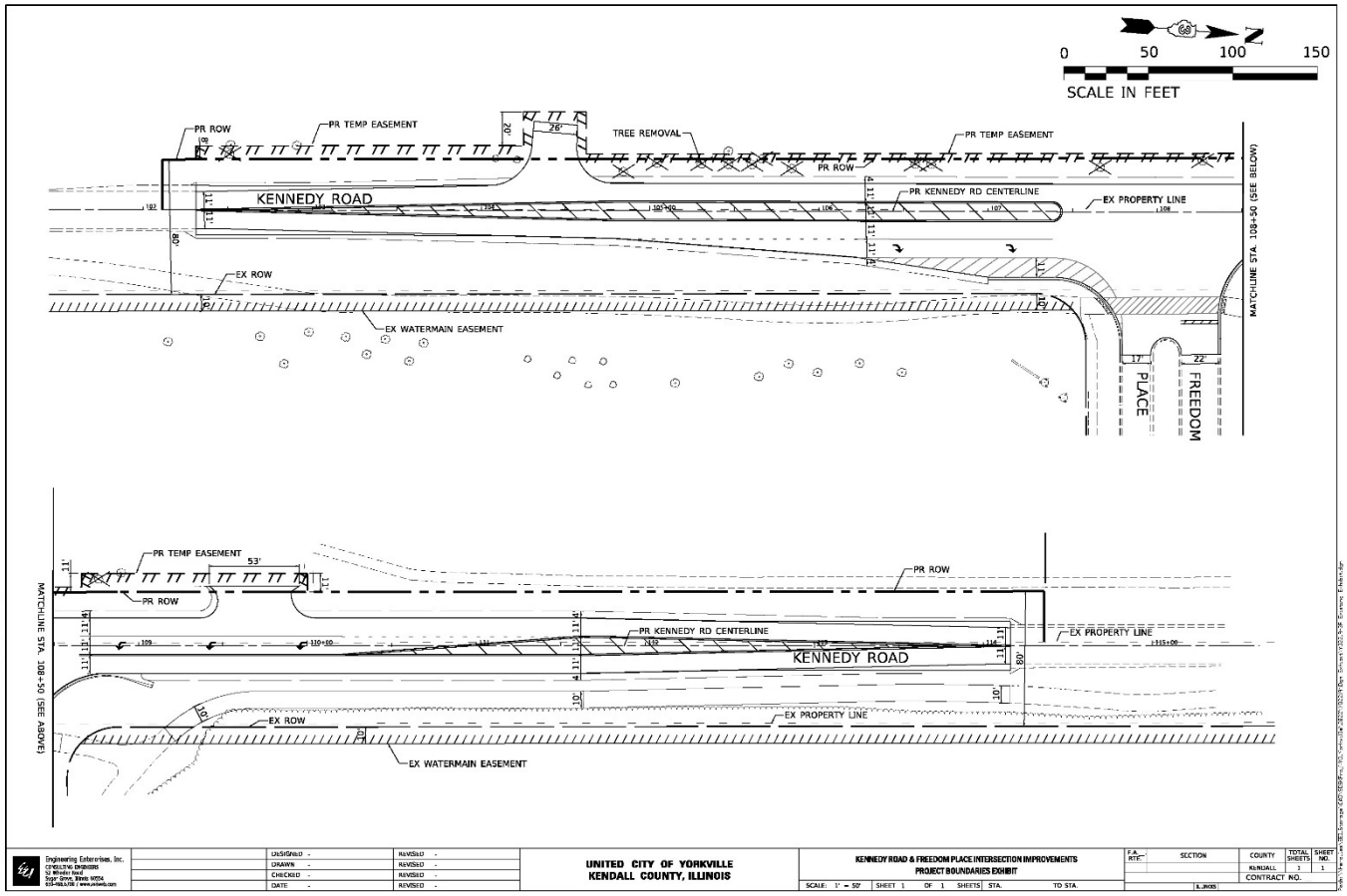
PROPERTY BACKGROUND/ZONING:

The nearly 5-acre parcel has a common address of 2245 Kennedy Road located in unincorporated Kendall County. The property is occupied by a ~7,000 square foot single-story frame clubhouse built in 1994 as part of the larger 18-hole Blackberry Oaks Golf Course. The clubhouse structure also houses a restaurant, The Oaks Grille, and retail pro shop.

The current Kendall County zoning for the property, approved in 1990, is A-1 Agricultural Special Use-Planned Urban Development. Upon annexation into Yorkville, the parcel will be rezoned R-1 Single-Family Suburban Residence District, per Section 10-3-4 of the Unified Development Ordinance. Golf Courses, including accessory support facilities such as retail sales and restaurants, are permitted land uses within the R-1 District. Therefore, once annexed, no additional rezoning of the parcel is required.

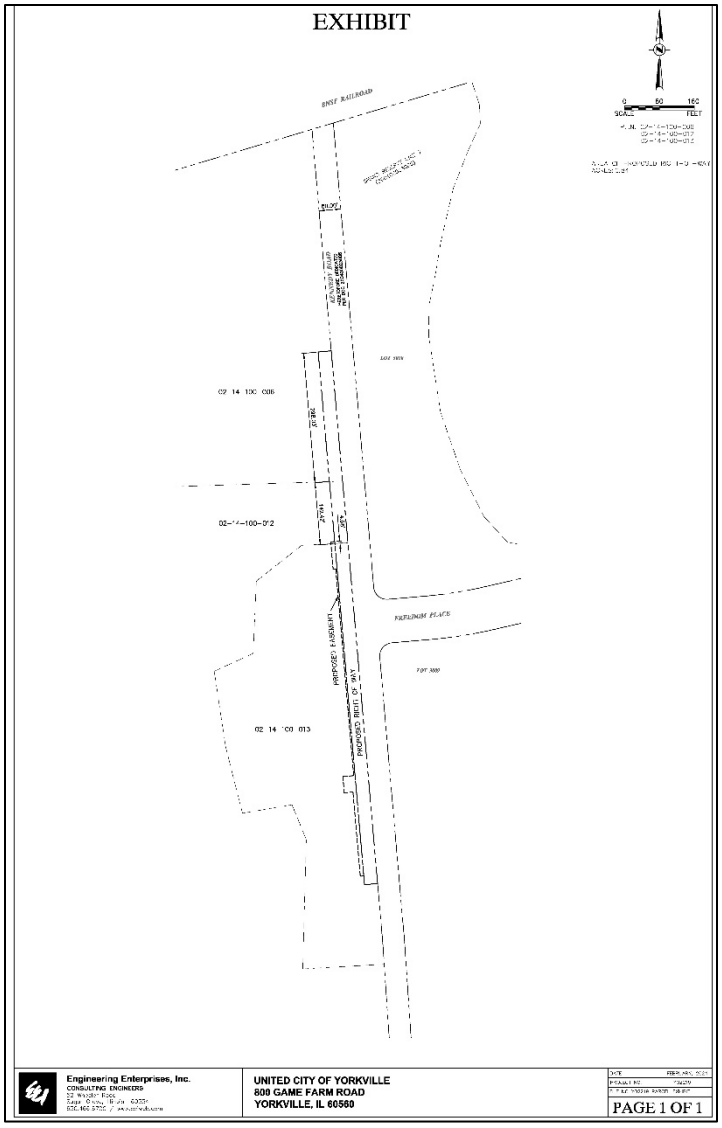
PROPOSED KENNEDY ROAD IMPROVEMENTS:

The city proposes to improve the intersection of Kennedy and Freedom Place by installing turn lanes, as depicted in the plan below. This includes widening Kennedy Road, a portion of which is



immediately adjacent to the Blackberry Oaks Golf Club and to the property to the north, also owned by the petitioner.

In order to construct the public improvements, the owner will grant the city a temporary construction easement (approx. 0.11 acres) and dedicate a portion totaling 0.84 acres of the subject property, as well as approximately 4.68 feet of the property immediately to the north (refer to exhibit to the right). The construction will also require the removal of an established tree line. In exchange for the easement and dedication, the city will annex the parcel and provide municipal water service to the golf club facility in addition to planting new trees on the property.



PROPOSED ANNEXATION AGREEMENT TERMS:

A draft of the proposed annexation has been attached for your review. In summary, the terms include the following:

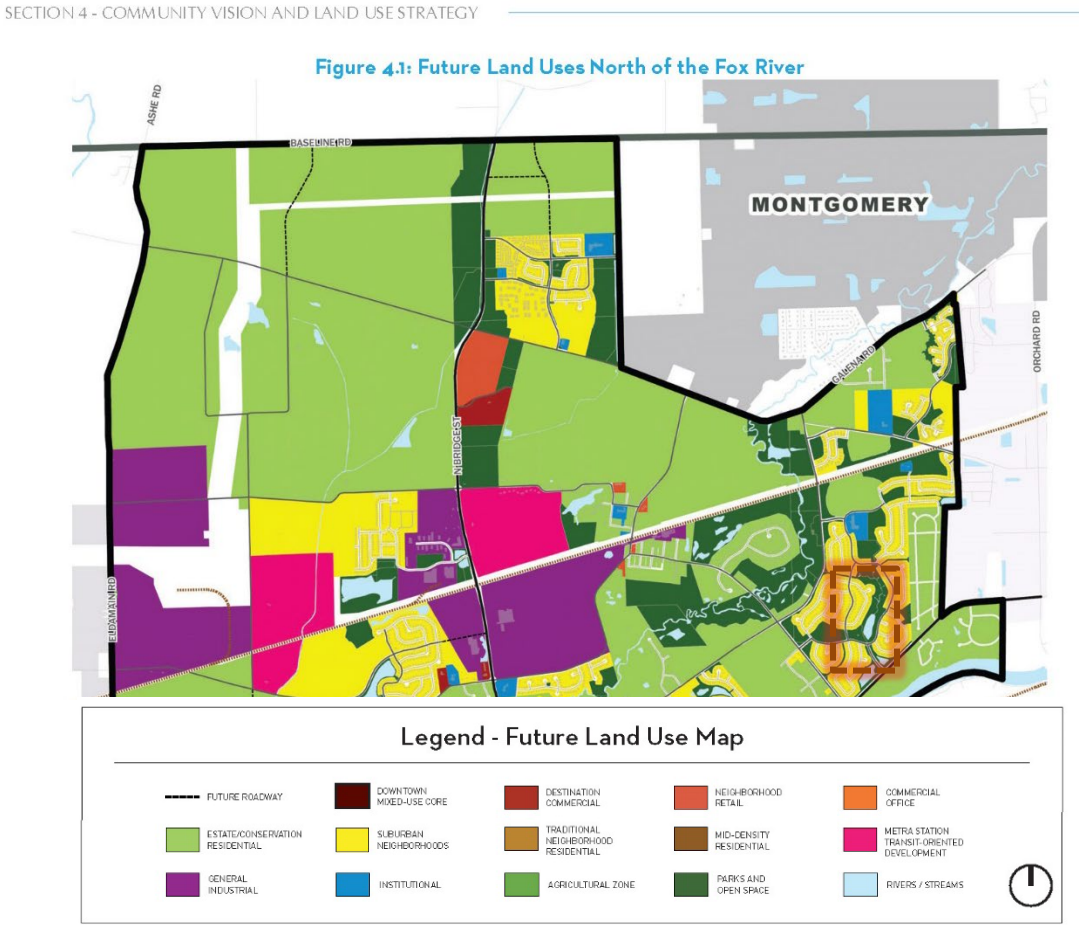
- Zoning
  - Upon annexation the property will be zoned as R-1 Single Family Suburban Residence District.
  - The property shall be permitted to retain the structure as it currently exists with no requirements to make any exterior or interior changes or repairs.
  - Golf course reserves the right to be allowed to use irrigation wells and ponds to water the golf course greens.
- Landscaping
  - City will remove thirteen (13) large oak trees currently on the subject property along Kennedy Road.
  - City will install replacement trees according to the current tree replacement standards found in Section 10-5-3 Landscape of the Unified Development Ordinance (UDO).
  - City agrees to replace any dead trees during a period of eight (8) years following initial installation.
- Tax Rebate
  - All property taxes levied upon the property by the City will be rebated to the owner for a period of ten (10) years.
- Municipal Water
  - City will extend a municipal water line to the property. The installation and connection to the water system shall be provided free of charge. However, standard water usage rates

upon installation shall apply. The City further agrees that no sewer service fees shall be charged until such time the owner connects to the sewer line.

- Term
    - The terms of the annexation agreement are binding for a term of twenty (20) years.

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates the future land use for this property as "Parks and Open Space". The Parks and Open Space (OS) designation encompasses all parks, green space, recreational lands and includes county and state parks. The intent of this district is to preserve such areas, enhance their functions as active centers for recreational activity and to achieve a well-connected system of "green" infrastructure within Yorkville. The existing golf course and clubhouse use is consistent with the current Comprehensive Plan's future land use designation of Parks and Open Space.



STAFF COMMENTS:

Staff is supportive of the requested annexation and draft annexation agreement. This matter was discussed at the May 7th Economic Development Committee and a request was made to revise the language related to tree replacement to reference specific caliper of trees rather than generic terms of "small, medium, and large". The attached draft annexation agreement reflects the update. A final vote on the request is anticipated at the May 28, 2024 meeting. The proposed expediated schedule is requested in order to meet timelines/deadlines for the upcoming construction season.

ATTACHMENTS:

1. Draft Annexation Agreement with exhibits
2. Economic Development Committee memo dated April 22, 2024
3. Annexation Petition
4. Public Hearing Notice

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE PROPERTY AT 2245 KENNEDY ROAD (Blackberry Oaks Golf Course)

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, Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09 (the "Owner"), desires to enter into an Annexation Agreement (the "Agreement"), regarding property owned by the Owner which is approximately 4.89 acres legally described and identified in the Agreement, attached hereto as Exhibit A (the "Subject Property"); and

WHEREAS, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and

WHEREAS, a public hearing was conducted by the Mayor and City Council (the "Corporate Authorities") on the Agreement on May 14, 2024, and all notices required by law have been given by the City and Owner; and

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed Agreement, attached hereto, is in the best interests of the health, safety, and welfare of 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: The above recitals are incorporated and made a part of this Ordinance.

Section 2: The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver 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 ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

Exhibit A

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter *("Agreement"),* is made and entered into this ____ day of _____ **20___,** by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as *"City"* and Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, hereinafter referred to as *"Owner".*

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately 4.89 acres, and identified by Parcel Number 02-14-100-013and legally described on Plat of Annexation attached hereto as Exhibit A (the *"Subject Property");* and

WHEREAS, the City has determined it is necessary to widen Kennedy Road, a portion of which is immediately adjacent to the Subject Property as well as adjacent to the property north of the Subject Property identified by Parcel Number 02-14-100-012, also owned by the Owner (the *"Public Improvement"*); and

WHEREAS, in order to construct the Public Improvement, the City requires the Owner grant a temporary construction Easement as legally described and depicted in Exhibit B attached hereto and to dedicate a portion of the Subject Property and approximately 4.68 feet of the property immediately to the north all legally described on the Plat of Dedication attached hereto as Exhibit C and as depicted on Exhibit D attached hereto; and

WHEREAS, the Owner has agreed to annex the Subject Property and dedicate that portion of the Subject Property and the property to the north of the Subject Property as described in the Plat of Dedication for and in consideration of the terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Owner that when annexed, the City shall provide municipal water access to the Subject Property, that certain tax benefits shall be granted to the Subject Property, that the City shall plant a given number of trees on the Subject Property as compensation for any trees lost as a result of the construction of the Public Improvement with a commitment to replace any new trees that die within a given period; and

WHEREAS, it is the desire of the Mayor and City Council (the *"Corporate Authorities")* to obtain the Easement and the Plat of Dedication from the Owner in order to construct the Public

Improvement pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to this Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code, 65 ILCS 11-15.1-1 et. seq. (the *"Municipal Code");* and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement, and, pursuant to legal notice as required by law, held such public hearing thereon; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be R-1 which permits the current use of the Subject Property as a clubhouse; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 7-l-l *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. *Zoning.*

A. The City hereby confirms that the Subject Property shall be classified and shall be zoned as R-1 which permits its current use.

B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structure now existing on the Subject Property with no mandated interior or exterior changes or repairs.

Section 3. Landscaping.

A. The City and the Owner of the Subject Property agree that to complete the Public Improvement, the City shall be required to remove approximately thirteen (13) large oak trees that currently stand along Kennedy Road on the Subject Property.

B. The City and the Owner of the Subject Property agree that the City shall be required to replace the lost trees in accordance with the City's Tree Replacement Standards, as outlined at Section

10-5-3(H)(3)(a) of the United City of Yorkville Unified Development Ordinance. The species of the trees to be purchased by the City shall be agreed upon by the City and the Owner of the Subject Property. The City shall be responsible for installation of the trees that are purchased pursuant to this Section 3(B) and the Owner agrees to use its best efforts for the care of the trees as installed by the City.

C. The City and the Owner of the Subject Property agree that the City, at the City's expense, shall replace any trees planted by the City due to the loss of trees from the construction of the Public Improvement that may die over a period of eight (8) years from installation. The trees that this Section 3(C) shall apply to shall be identified and documented by the City as of the date of installation.

Section 4. Owner's Obligations

A. The Owner shall convey the temporary construction Easement to the City as legally described and depicted on the attached *Exhibit B,* as required for the completion and of the Public Improvement.

B. The Owner shall dedicate that portion of their property required for the Public Improvement, as legally described and depicted on the Plat of Dedication, which is attached hereto as *Exhibit C.*

Section 5. Other Considerations.

A. The City and the Owner of the Subject Property agree that all taxes levied upon the Subject Property by the City of Yorkville shall be rebated to the Owner for a period of ten (10) years beginning the first year the Subject Property is annexed into the City and assessed City real estate taxes.

B. The City and the Owner agree that the City of Yorkville shall extend water service to the Subject Property approximately five (5) feet from the building, thereby providing access to municipal water at the Subject Property and the Owner shall grant necessary access to the Subject Property to construct such extension. The installation of the municipal water service to the Subject Property and connection to the water system shall be provided free of the ordinary City fees; provided however, the Owner is responsible for any internal plumbing work and the connection of the water service to the building. Standard rates as designated by the City of Yorkville shall apply to all water usage once municipal water lines have been installed at the Subject Property.

Section 6. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of ten (10) years from the later of the date of execution hereof and tenth year the City rebates to the Owner that potion of the real estate taxes levied by the City on the Subject Property.

Section 7. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Point Dr.
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

To the Owner: Chicago Land Title Trust Company.
as Successor Trustee under Trust No
110740-09 under Trust Agreement dated
April 1, 1990
c/o: Blackberry Golf Course
P.O. Box 265
2245 Kennedy Road
Bristol, Illinois 60512
Attn:

With a copy to: Scott Pointner
Rathje Woodward, LLC.
300 E. Roosevelt Road, Suite 220
Wheaton, Illinois 60187

Section 8. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 9. *Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

[Remainder of page intentionally blank. Signature pages follow]

IN **WITNESS WHEREOF,** the parties hereto have caused this Annexation 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

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

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

Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09

By: _____
Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF KENBDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter *("Agreement"),* is made and entered into this ____ day of _____ **20___,** by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as *"City"* and Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, hereinafter referred to as *"Owner".*

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately 4.89 acres, and identified by Parcel Number 02-14-100-013and legally described on Plat of Annexation attached hereto as Exhibit A (the *"Subject Property");* and

WHEREAS, the City has determined it is necessary to widen Kennedy Road, a portion of which is immediately adjacent to the Subject Property as well as adjacent to the property north of the Subject Property identified by Parcel Number 02-14-100-012, also owned by the Owner (the *"Public Improvement"*); and

WHEREAS, in order to construct the Public Improvement, the City requires the Owner grant a temporary construction Easement as legally described and depicted in Exhibit B attached hereto and to dedicate a portion of the Subject Property and approximately 4.68 feet of the property immediately to the north all legally described on the Plat of Dedication attached hereto as Exhibit C and as depicted on Exhibit D attached hereto; and

WHEREAS, the Owner has agreed to annex the Subject Property and dedicate that portion of the Subject Property and the property to the north of the Subject Property as described in the Plat of Dedication for and in consideration of the terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Owner that when annexed, the City shall provide municipal water access to the Subject Property, that certain tax benefits shall be granted to the Subject Property, that the City shall plant a given number of trees on the Subject Property as compensation for any trees lost as a result of the construction of the Public Improvement with a commitment to replace any new trees that die within a given period; and

WHEREAS, it is the desire of the Mayor and City Council (the *"Corporate Authorities")* to obtain the Easement and the Plat of Dedication from the Owner in order to construct the Public

Improvement pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to this Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code, 65 ILCS 11-15.1-1 et. seq. (the *"Municipal Code");* and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement, and, pursuant to legal notice as required by law, held such public hearing thereon; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be R-1 which permits the current use of the Subject Property as a clubhouse; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 7-l-l *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. *Zoning.*

A. The City hereby confirms that the Subject Property shall be classified and shall be zoned as R-1 which permits its current use.

B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structure now existing on the Subject Property with no mandated interior or exterior changes or repairs.

Section 3. Landscaping.

A. The City and the Owner of the Subject Property agree that to complete the Public Improvement, the City shall be required to remove approximately thirteen (13) large oak trees that currently stand along Kennedy Road on the Subject Property.

B. The City and the Owner of the Subject Property agree that the City shall be required to replace the lost trees ~~with sixty (60) small trees, thirty (30) medium trees, or fifteen (15) large trees,~~

~~or a mixture of various tree sizes that would equate to sixty (60) small trees, for installation at the Subject Property~~in accordance with the City's Tree Replacement Standards, as outlined at Section 10-5-3(H)(3)(a) of the United City of Yorkville Unified Development Ordinance. The species of the trees to be purchased by the City shall be agreed upon by the City and the Owner of the Subject Property. The City shall be responsible for installation of the trees that are purchased pursuant to this Section 3(B) and the Owner agrees to use its best efforts for the care of the trees as installed by the City.

C. The City and the Owner of the Subject Property agree that the City, at the City's expense, shall replace any trees planted by the City due to the loss of trees from the construction of the Public Improvement that may die over a period of eight (8) years from installation. The trees that this Section 3(C) shall apply to shall be identified and documented by the City as of the date of installation.

Section 4. Owner's Obligations

A. The Owner shall convey the temporary construction Easement to the City as legally described and depicted on the attached *Exhibit B,* as required for the completion and of the Public Improvement.

B. The Owner shall dedicate that portion of their property required for the Public Improvement, as legally described and depicted on the Plat of Dedication, which is attached hereto as *Exhibit C.*

Section 5. Other Considerations.

A. The City and the Owner of the Subject Property agree that all taxes levied upon the Subject Property by the City of Yorkville shall be rebated to the Owner for a period of ten (10) years beginning the first year the Subject Property is annexed into the City and assessed City real estate taxes.

B. The City and the Owner agree that the City of Yorkville shall extend water service to the Subject Property approximately five (5) feet from the building, thereby providing access to municipal water at the Subject Property and the Owner shall grant necessary access to the Subject Property to construct such extension. The installation of the municipal water service to the Subject Property and connection to the water system shall be provided free of the ordinary City fees; provided however, the Owner is responsible for any internal plumbing work and the connection of the water service to the building. Standard rates as designated by the City of Yorkville shall apply to all water usage once municipal water lines have been installed at the Subject Property.

Section 6. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of ten (10) years from the later of the date of execution hereof and tenth year the City rebates to the Owner that potion of the real estate taxes levied by the City on the Subject Property.

Section 7. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this

Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Point Dr.
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

To the Owner: Chicago Land Title Trust Company.
as Successor Trustee under Trust No
110740-09 under Trust Agreement dated
April 1, 1990
c/o: Blackberry Golf Course
P.O. Box 265
2245 Kennedy Road
Bristol, Illinois 60512
Attn:

With a copy to: Scott Pointner
Rathje Woodward, LLC.
300 E. Roosevelt Road, Suite 220
Wheaton, Illinois 60187

Section 8. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 9. *Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

[Remainder of page intentionally blank. Signature pages follow]

IN **WITNESS WHEREOF,** the parties hereto have caused this Annexation 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

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

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

Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09

By: _____
Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF KENBDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS ANNEXING CERTAIN TERRITORY LOCATED AT 2245 KENNEDY ROAD TO THE UNITED CITY OF YORKVILLE (Blackberry Oaks Golf Course)

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, a duly executed *PETITION FOR ANNEXATION*, signed by an authorized representative of Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, the owner of record, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and

WHEREAS, there are no electors residing within said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, the legal owners or record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 property to be annexed is identified by property index number 02-14-100-013 and legally described and depicted in the Plat of Annexation, attached hereto as Exhibit A.

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

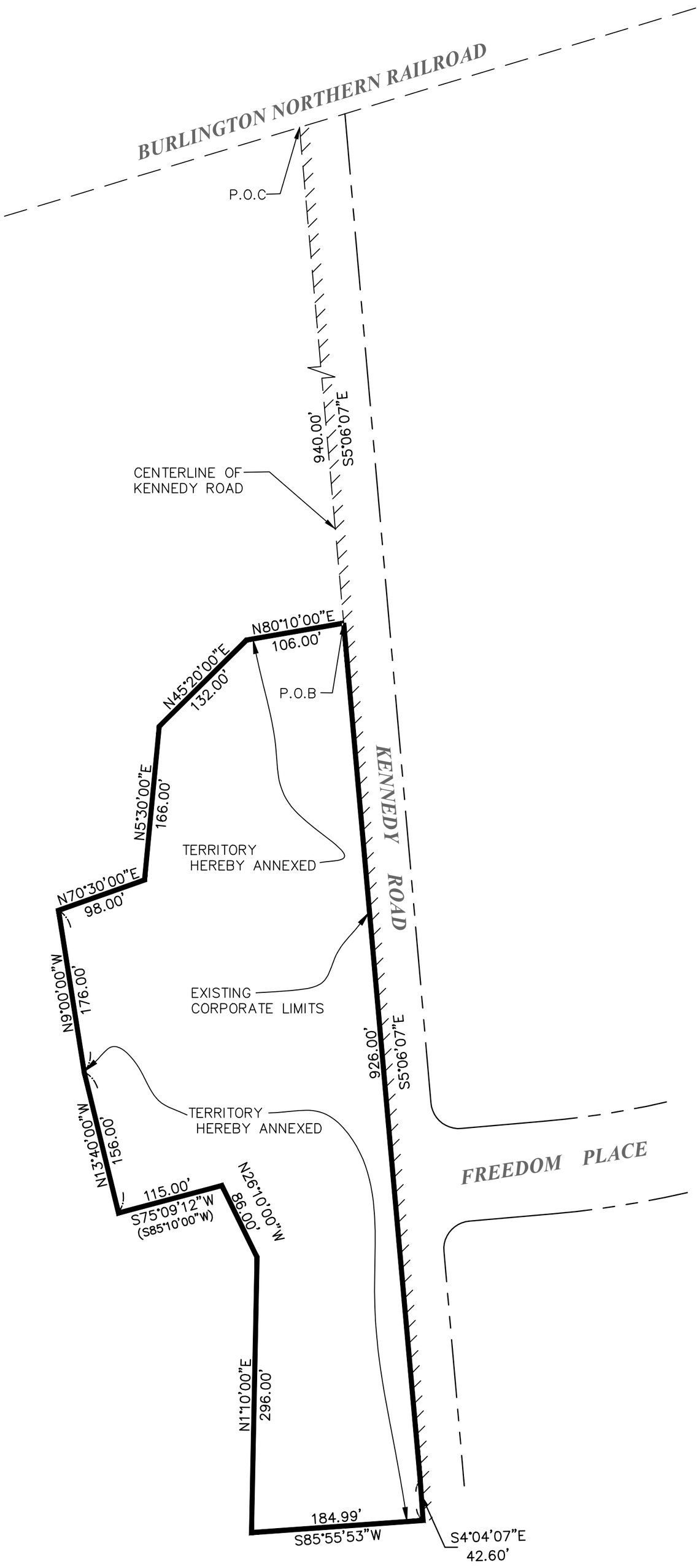
_____

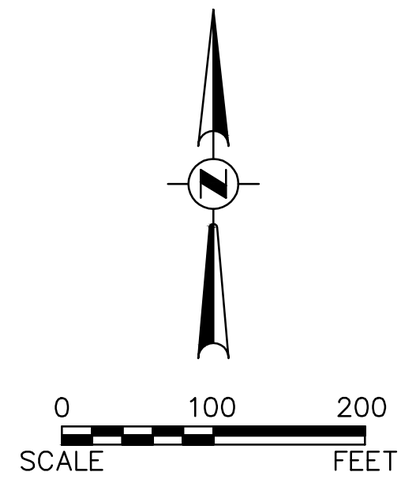
CITY CLERK

Exhibit A

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





P.I.N. 02-14-100-013

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY WITH THE CENTER LINE OF KENNEDY ROAD; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 940.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTERLINE, 926.00 FEET; THENCE SOUTH 04 DEGREES 04 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 42.60 FEET; THENCE SOUTH 85 DEGREES 55 MINUTES 53 SECONDS WEST, 184.99 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 00 SECONDS EAST, 296.00 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 00 SECONDS WEST, 86.00 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 12 SECONDS WEST, 115.00 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS WEST, 156.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS WEST, 176.00 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 00 SECONDS EAST, 98.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 00 SECONDS EAST, 166.00 FEET; THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS EAST, 132.00 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 00 SECONDS EAST, 106.00 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

_____
CITY CLERK

STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 14th DAY OF FEBRUARY 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

50 YEARS EEI
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

DATE:	FEBRUARY 14, 2024
PROJECT NO.	YO2219
FILE NO YO2219 ANNEXATION	

Packet materials from 5/7/24 EDC meeting to follow

Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 22, 2024
Subject: **Blackberry Oaks – Golf Clubhouse Annexation**
Proposed Annexation Agreement Request

SUMMARY:

The petitioner, Chicago Title Land Trust Company as Successor to American National Bank and Trust (Trust No. 110740-09), property owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting to annex approximately 4.89 acres of unincorporated commercial land currently used as a clubhouse for the Blackberry Oaks Golf Club and to enter into an annexation agreement with the city. The property is located immediately west of Kennedy Road and south of the Burlington Northern Santa Fe (BNSF) railroad in unincorporated Bristol Township in Kendall County, as depicted in the map below. The aim of this annexation agreement is to enable the construction of



LOCATION MAP - BLACKBERRY OAKS ANNEXATION

United City of Yorkville, Illinois
Date: February 23, 2024
File Location: O:\Development\Development Projects\Blackberry Oaks (Annexation)\Maps

specific enhancements along Kennedy Road, which involves expanding the roadway, as outlined in the terms of the agreement.



Image Courtesy of Kendall Co. GIS

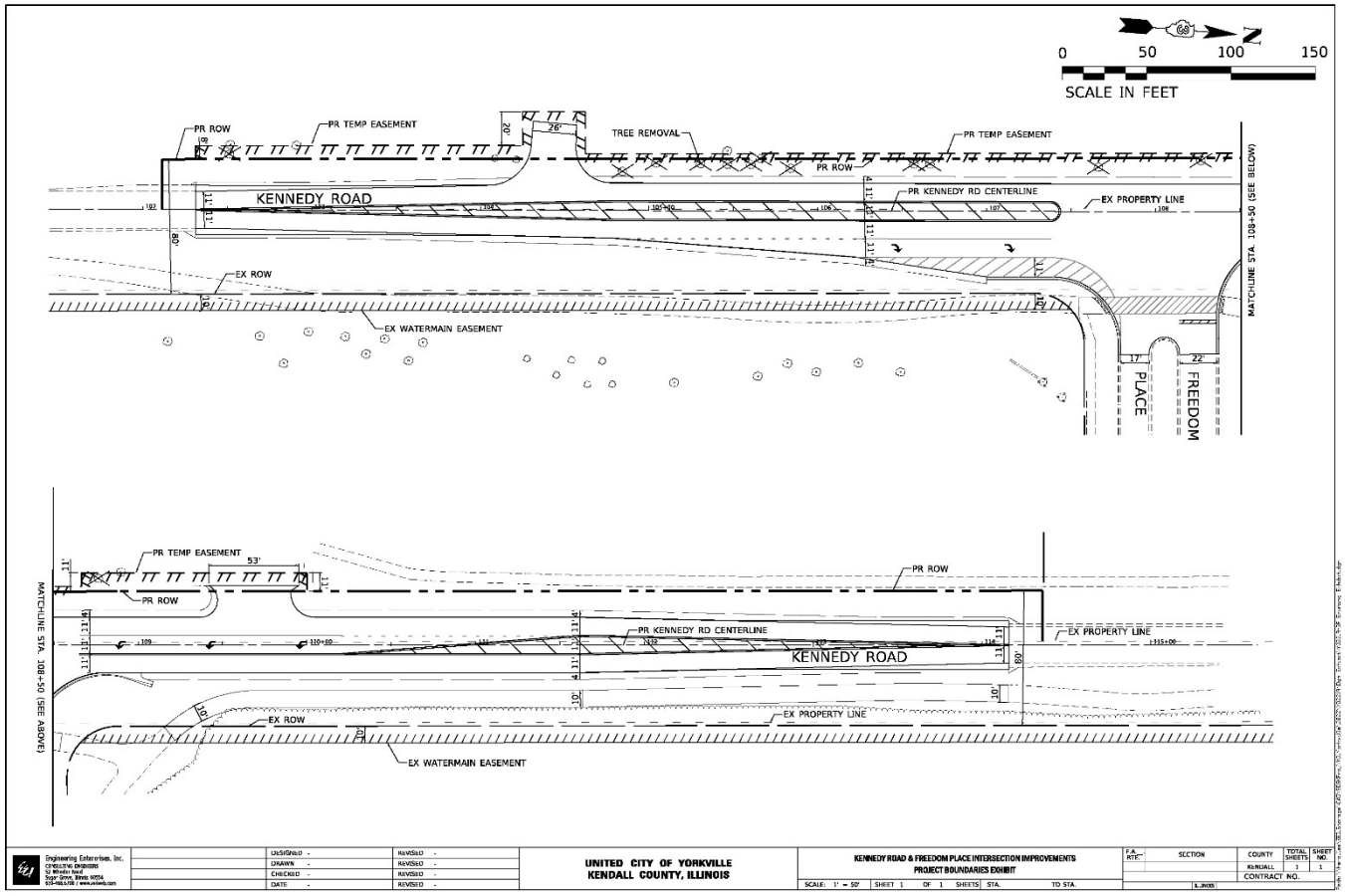
PROPERTY BACKGROUND/ZONING:

The nearly 5-acre parcel has a common address of 2245 Kennedy Road located in unincorporated Kendall County. The property is occupied by a ~7,000 square foot single-story frame clubhouse built in 1994 as part of the larger 18-hole Blackberry Oaks Golf Course. The clubhouse structure also houses a restaurant, The Oaks Grille, and retail pro shop.

The current Kendall County zoning for the property, approved in 1990, is A-1 Agricultural Special Use-Planned Urban Development. Upon annexation into Yorkville, the parcel will be rezoned R-1 Single-Family Suburban Residence District, per Section 10-3-4 of the Unified Development Ordinance. Golf Courses, including accessory support facilities such as retail sales and restaurants, are permitted land uses within the R-1 District. Therefore, once annexed, no additional rezoning of the parcel is required.

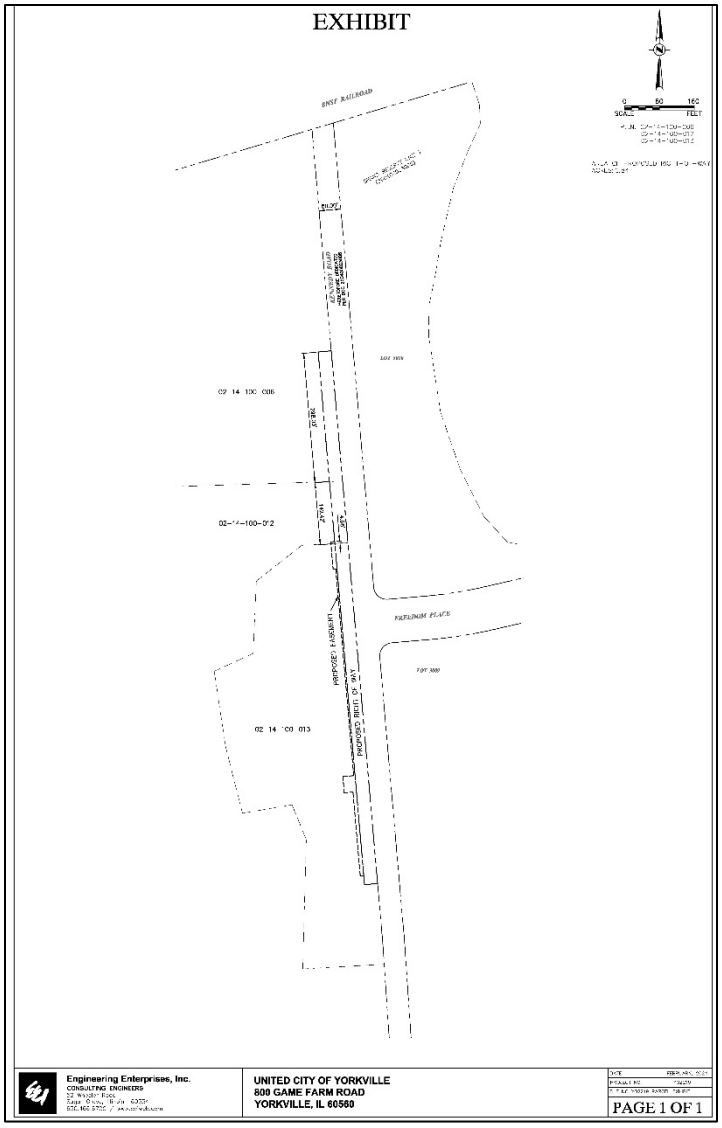
PROPOSED KENNEDY ROAD IMPROVEMENTS:

The city proposes to improve the intersection of Kennedy and Freedom Place by installing turn lanes, as depicted in the plan below. This includes widening Kennedy Road, a portion of which is



immediately adjacent to the Blackberry Oaks Golf Club and to the property to the north, also owned by the petitioner.

In order to construct the public improvements, the owner will grant the city a temporary construction easement (approx. 0.11 acres) and dedicate a portion totaling 0.84 acres of the subject property, as well as approximately 4.68 feet of the property immediately to the north (refer to exhibit to the right). The construction will also require the removal of an established tree line. In exchange for the easement and dedication, the city will annex the parcel and provide municipal water service to the golf club facility in addition to planting new trees on the property.



PROPOSED ANNEXATION AGREEMENT TERMS:

A draft of the proposed annexation has been attached for your review. In summary, the terms include the following:

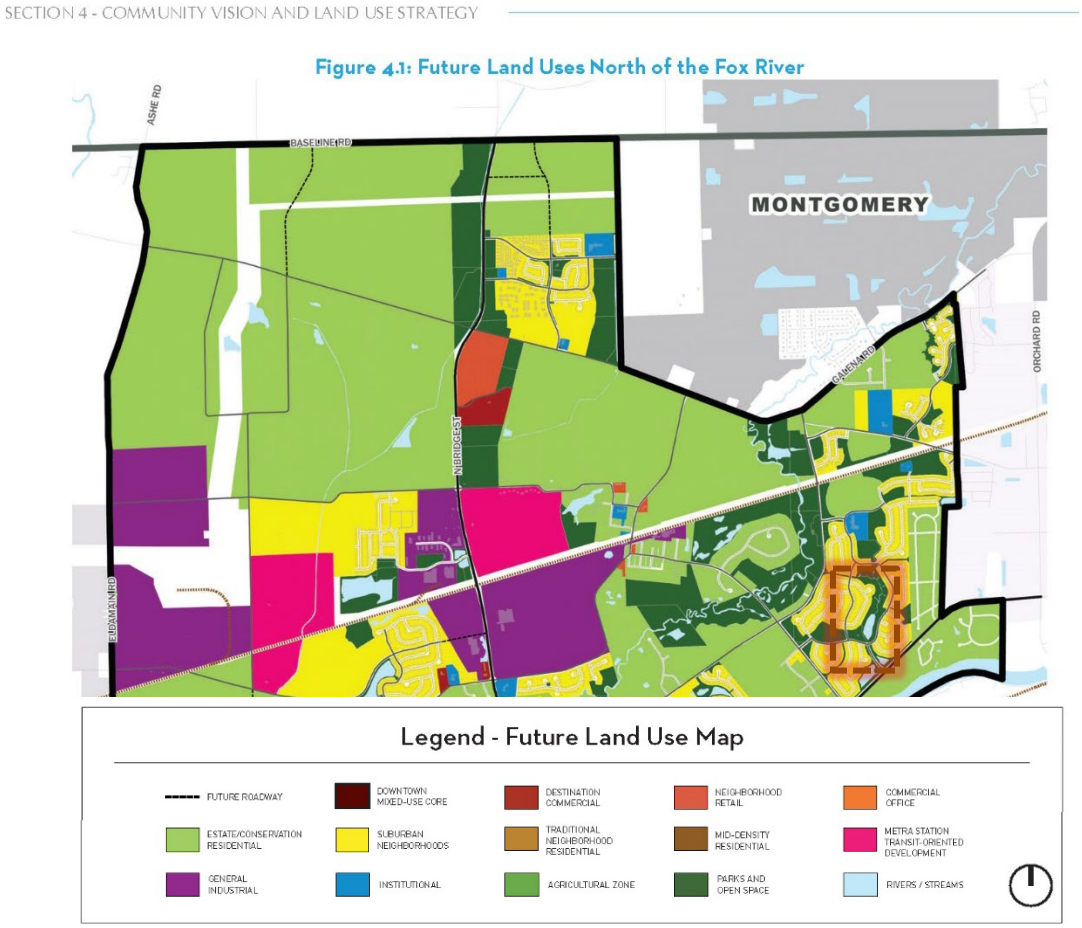
- Zoning
    - Upon annexation the property will be zoned as R-1 Single Family Suburban Residence District.
    - The property shall be permitted to retain the structure as it currently exists with no requirements to make any exterior or interior changes or repairs.
    - Golf course reserves the right to be allowed to use irrigation wells and ponds to water the golf course greens.
- Landscaping
    - City will remove thirteen (13) large oak trees currently on the subject property along Kennedy Road.
    - City will install sixty (60) small trees, thirty (30) medium trees or fifteen (15) large trees, or a mixture thereof equating to sixty (60) small trees.
    - City agrees to replace any dead trees during a period of eight (8) years following initial installation.
- Tax Rebate
    - All property taxes levied upon the property by the City will be rebated to the owner for a period of ten (10) years.
- Municipal Water
    - City will extend a municipal water line to the property. The installation and connection to the water system shall be provided free of charge. However, standard water usage rates

upon installation shall apply. The City further agrees that no sewer service fees shall be charged until such time the owner connects to the sewer line.

- Term
    - The terms of the annexation agreement are binding for a term of twenty (20) years.

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates the future land use for this property as "Parks and Open Space". The Parks and Open Space (OS) designation encompasses all parks, green space, recreational lands and includes county and state parks. The intent of this district is to preserve such areas, enhance their functions as active centers for recreational activity and to achieve a well-connected system of "green" infrastructure within Yorkville. The existing golf course and clubhouse use is consistent with the current Comprehensive Plan's future land use designation of Parks and Open Space.



STAFF COMMENTS:

Staff is supportive of the requested annexation and draft annexation agreement. This matter is scheduled for a public hearing before the City Council on May 14, 2024, with final vote anticipated at the May 28, 2024 meeting. The proposed expediated schedule is requested in order to meet timelines/deadlines for the upcoming construction season.

ATTACHMENTS:

1. Draft Annexation Agreement with exhibits
2. Annexation Petition
3. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter *("Agreement"),* is made and entered into this ____ day of _____ **2024__,** by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as *"City"* and Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, hereinafter referred to as *"Owner".*

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately 4.89 acres, and identified by Parcel Number 02-14-100-013and legally described on Plat of Annexation attached hereto as Exhibit A (the *"Subject Property");* and

WHEREAS, the City has determined it is necessary to widen Kennedy Road, a portion of which is immediately adjacent to the Subject Property as well as adjacent to the property north of the Subject Property identified by Parcel Number 02-14-100-012, also owned by the Owner (the *"Public Improvement"*); and

WHEREAS, in order to construct the Public Improvement, the City requires the Owner grant a temporary construction Easement as legally described and depicted in Exhibit B attached hereto and to dedicate a portion of the Subject Property and approximately 4.68 feet of the property immediately to the north all legally described on the Plat of Dedication attached hereto as Exhibit C and as depicted on Exhibit D attached hereto; and

WHEREAS, the Owner has agreed to annex the Subject Property and dedicate that portion of the Subject Property and the property to the north of the Subject Property as described in the Plat of Dedication for and in consideration of the terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Owner that when annexed, the City shall provide municipal water access to the Subject Property, that certain tax benefits shall be granted to the Subject Property, that the City shall plant a given number of trees on the Subject Property as compensation for any trees lost as a result of the construction of the Public Improvement with a commitment to replace any new trees that die within a given period; and

WHEREAS, it is the desire of the Mayor and City Council (the *"Corporate Authorities")* to obtain the Easement and the Plat of Dedication from the Owner in order to construct the Public

Improvement pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to this Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code, 65 ILCS 11-15.1-1 et. seq. (the *"Municipal Code");* and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement, and, pursuant to legal notice as required by law, held such public hearing thereon; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be R-1 which permits the current use of the Subject Property as a clubhouse; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 7-l-l *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. *Zoning.*

A. The City hereby confirms that the Subject Property shall be classified and shall be zoned as R-1 which permits its current use as a golf course which is defined by the Yorkville Unified Development Ordinance as "A facility providing a private or public golf recreation area designed for regulation play along with accessory golf support facilities including golf related sales, restaurant, golf driving range but excluding miniature golf."

B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structures now existing on the Subject Property with no mandated interior or exterior changes or repairs.

C. [LANGUAGE DISCUSSING THAT THE GOLF COURSE IS ALLOWED TO USE IRRIGATION WELLS AND PONDS TO WATER THE GOLF COURSE ITSELF, even after the water service is provided]

D. [Location of sanitary sewer main, connection fee questions, any recapture?, golf course should contact YBSD with some questions]

Section 3. Landscaping.

A. The City and the Owner of the Subject Property agree that to complete the Public Improvement, the City shall be required to remove approximately thirteen (13) large oak trees that currently stand along Kennedy Road on the Subject Property.

B. The City and the Owner of the Subject Property agree that the City shall be required to replace the lost trees with sixty (60) small trees, thirty (30) medium trees, or fifteen (15) large trees, or a mixture of various tree sizes that would equate to sixty (60) small trees, for installation at the Subject Property. The species of the trees to be purchased by the City shall be agreed upon by the City and the Owner of the Subject Property. The City shall be responsible for installation of the trees that are purchased pursuant to this Section 3(B) and the Owner agrees to use its best efforts for the care of the trees as installed by the City.

C. The City and the Owner of the Subject Property agree that the City, at the City's expense, shall replace any trees planted by the City due to the loss of trees from the construction of the Public Improvement that may die over a period of eight (8) years from installation. The trees that this Section 3(C) shall apply to shall be identified and documented by the City as of the date of installation. The City also agrees, in addition to the trees installed by the City, to replace any tree lost by the Owner as a direct result of the construction of the Public Improvements as determined by a certified arborist within three (3) years of completion.

Section 4. Owner's Obligations

A. The Owner shall convey the temporary construction Easement to the City as legally described and depicted on the attached *Exhibit B,* as required for the completion and of the Public Improvement.

B. The Owner shall dedicate that portion of their property required for the Public Improvement, as legally described and depicted on the Plat of Dedication, which is attached hereto as *Exhibit C.*

Section 5. Other Considerations.

A. The City and the Owner of the Subject Property agree that all property taxes levied upon the Subject Property by the City of Yorkville shall be rebated to the Owner for a period of ten (10) years beginning the first year the Subject Property is annexed into the City and property taxes have been assessed by the City, paid and distributed to the City by the County.

B. The City and the Owner agree that the City of Yorkville shall extend water service to the Subject Property approximately five (5) feet from the building, thereby providing access to municipal water at the Subject Property and the Owner shall grant necessary access to the Subject Property to construct such extension. The installation of the municipal water service to the Subject Property and connection to the water system shall be provided free of the ordinary City fees; provided however, the Owner is responsible for any internal plumbing work and the connection of the water service to the building. Standard rates as designated by the City of Yorkville shall apply to all water usage once municipal water lines have been installed at the Subject Property. The City agrees that no sewer service

fees shall be charged until such time as the Owner connects to the sewer service line

Section 6. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and tenth year the City rebates to the Owner that potion of the real estate taxes levied by the City on the Subject Property.

Section 7. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Point Dr.
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

To the Owner: Chicago Land Title Trust Company.
as Successor Trustee under Trust No
110740-09 under Trust Agreement dated
April 1, 1990
c/o: Blackberry Golf Course
P.O. Box 265
2245 Kennedy Road
Bristol, Illinois 60512

With a copy to: Scott Pointner
Rathje Woodward, LLC.
300 E. Roosevelt Road, Suite 220
Wheaton, Illinois 60187

Section 8. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 9. *Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

[Remainder of page intentionally blank. Signature pages follow]

IN **WITNESS WHEREOF,** the parties hereto have caused this Annexation 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

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

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

Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09

By: _____
Owner

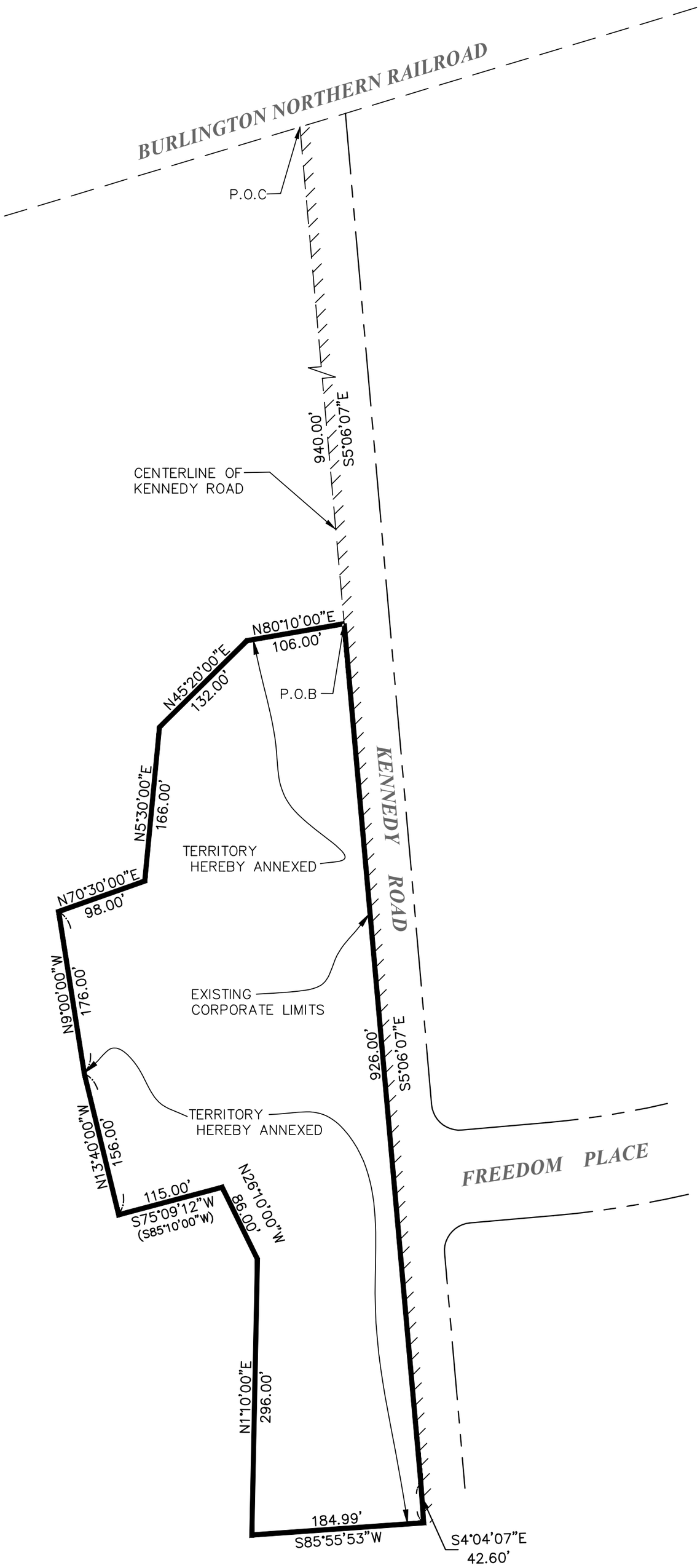
STATE OF ILLINOIS)
) SS.
COUNTY OF KENBDALL)

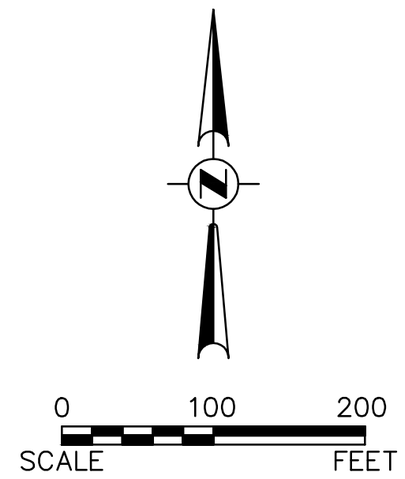
I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





P.I.N. 02-14-100-013

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY WITH THE CENTER LINE OF KENNEDY ROAD; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 940.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTERLINE, 926.00 FEET; THENCE SOUTH 04 DEGREES 04 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 42.60 FEET; THENCE SOUTH 85 DEGREES 55 MINUTES 53 SECONDS WEST, 184.99 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 00 SECONDS EAST, 296.00 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 00 SECONDS WEST, 86.00 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 12 SECONDS WEST, 115.00 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS WEST, 156.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS WEST, 176.00 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 00 SECONDS EAST, 98.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 00 SECONDS EAST, 166.00 FEET; THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS EAST, 132.00 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 00 SECONDS EAST, 106.00 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

_____
CITY CLERK

STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 14th DAY OF FEBRUARY 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

DATE:	FEBRUARY 14, 2024
PROJECT NO.	YO2219
FILE NO YO2219 ANNEXATION	

GRANT OF EASEMENT

TO THE

UNITED CITY OF YORKVILLE

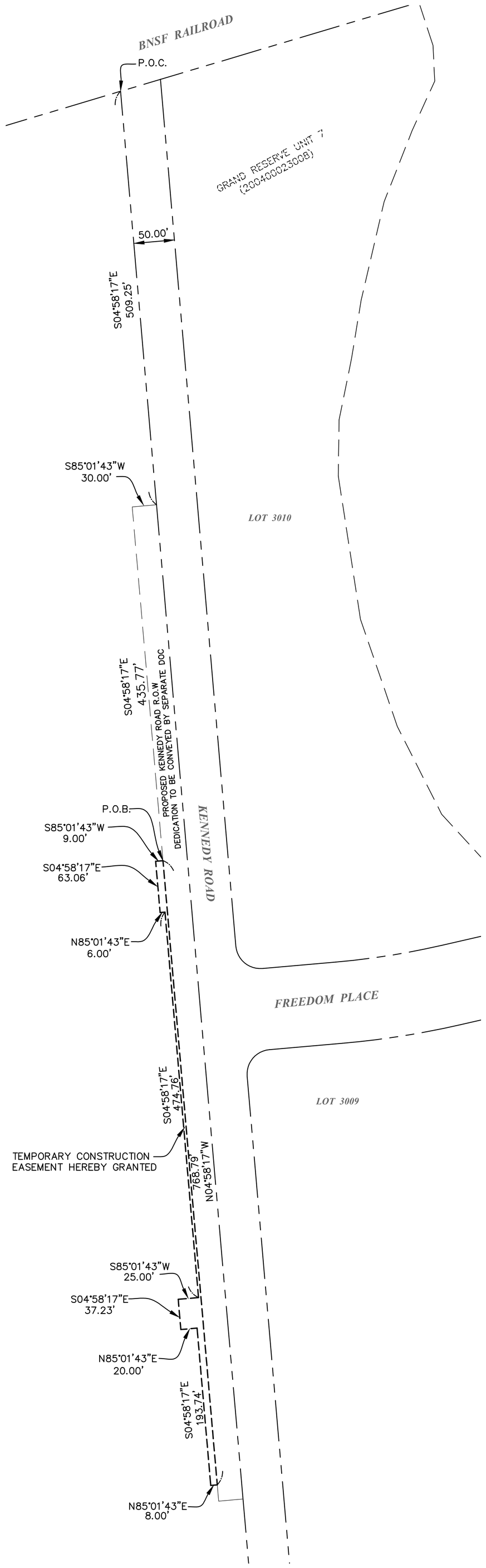
KENDALL COUNTY, ILLINOIS

PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

0 80 160
SCALE FEET

P.I.N. 02-14-100-006
02-14-100-012
02-14-100-013

AREA OF PROPOSED EASEMENT
ACRES: 0.11



TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ITS CONTRACTORS AND OR ASSIGNS FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS "TEMPORARY CONSTRUCTION EASEMENT". FOR THE PURPOSE OF GRADING PER THE APPROVED ENGINEERING PLANS PREPARED BY ENGINEERING ENTERPRISES, INC. AND DATED _____.

THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE ON DECEMBER 31, 2025, OR AT THE COMPLETION OF THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS, WHICHEVER OCCURS FIRST. THE GRANTOR SHALL HAVE THE RIGHT TO FULLY USE AND ENJOY THE SAID PREMISES, EXCEPT DURING CONSTRUCTION BY GRANTEE.

SAID EASEMENT SHALL FURTHER GRANT AND ALLOW THE UNITED CITY OF YORKVILLE ITS CONTRACTORS AND OR ASSIGNS THE RIGHT TO PERFORM ALL NECESSARY GRADING FOR THE CONSTRUCTION ACTIVITIES. THE EASEMENT AREA SHALL BE RESTORED TO ITS PRE-CONSTRUCTION CONDITION AS SOON AS PRACTICAL.

LEGAL DESCRIPTION; TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF GRANDE RESERVE UNIT 7 SUBDIVISION; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 509.25 FEET; THENCE THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 30.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 435.77 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 9.00 FEET; THENCE SOUTH 04 MINUTES 58 MINUTES 17 SECONDS EAST, 63.06 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 6.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 474.76 FEET; THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 25.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 37.23 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 20.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 193.74 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 8.00 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 17 SECONDS WEST, 768.79 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)SS
COUNTY OF)

THIS IS TO CERTIFY THAT BLACKBERRY GOLF INC, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, _____, THIS _____ DAY OF _____, 2023.

BLACKBERRY GOLF INC,
PO BOX 265
BRISTOL, ILLINOIS 60512

BY: _____ _____
PRESIDENT SECRETARY

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND _____, PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF BLACKBERRY GOLF INC, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS ___ DAY OF _____ 2023.

_____
CITY ENGINEER

STATE OF ILLINOIS)
)S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 2023.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS TH DAY OF MARCH, 2023.

By _____
PROFESSIONAL LAND SURVEYOR #3581
EXP 11/30/24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP 04/30/23

MARK G. SCHELLER
035-003581
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
SUGAR GROVE, IL

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

DATE: MARCH, 2023
PROJECT NO. YO2219 EASEMENT 02
FILE NO YO2219 EASEMENT 02

PLAT OF DEDICATION

TO THE

UNITED CITY OF YORKVILLE

KENDALL COUNTY, ILLINOIS

PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT BLACKBERRY GOLF INC, AN ILLINOIS CORPORATION, AS FEE SIMPLE OWNERS OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DATED AT _____, _____, THIS _____ DAY OF _____, 2019.

NAME AND ADDRESS:

BY: _____
PRESIDENT

BY: _____
SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

NOTARY CERTIFICATE

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND_____,

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF BLACKBERRY GOLF INC, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____DAY OF_____, 2023.

_____
MAYOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS, THIS _____DAY OF _____ 2023.

_____
COUNTY CLERK

LEGAL DESCRIPTION

THAT PART OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF GRANDE RESERVE UNIT 7 SUBDIVISION; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 509.25 FEET, FOR THE POINT OF BEGINNING; THENCE THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 30.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 1224.65 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST TO SAID WEST LINE, 30.00 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 17 SECONDS WEST, ALONG SAID WEST LINE 1224.65 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

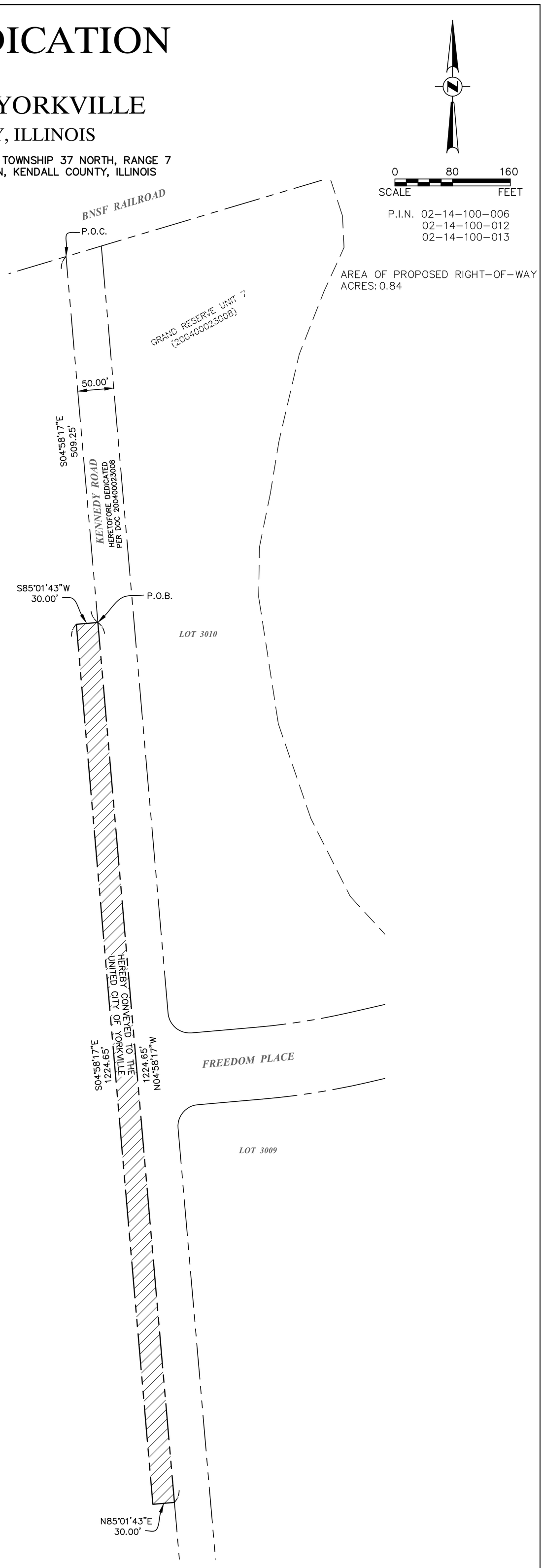
STATE OF ILLINOIS)
)ss
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3581, HAVE SURVEYED, AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF DEDICATING SAID PROPERTY TO THE UNITED CITY OF YORKVILLE

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS___DAY OF MARCH, 2023.

BY: _____
MARK G., SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXP-11-30-24)

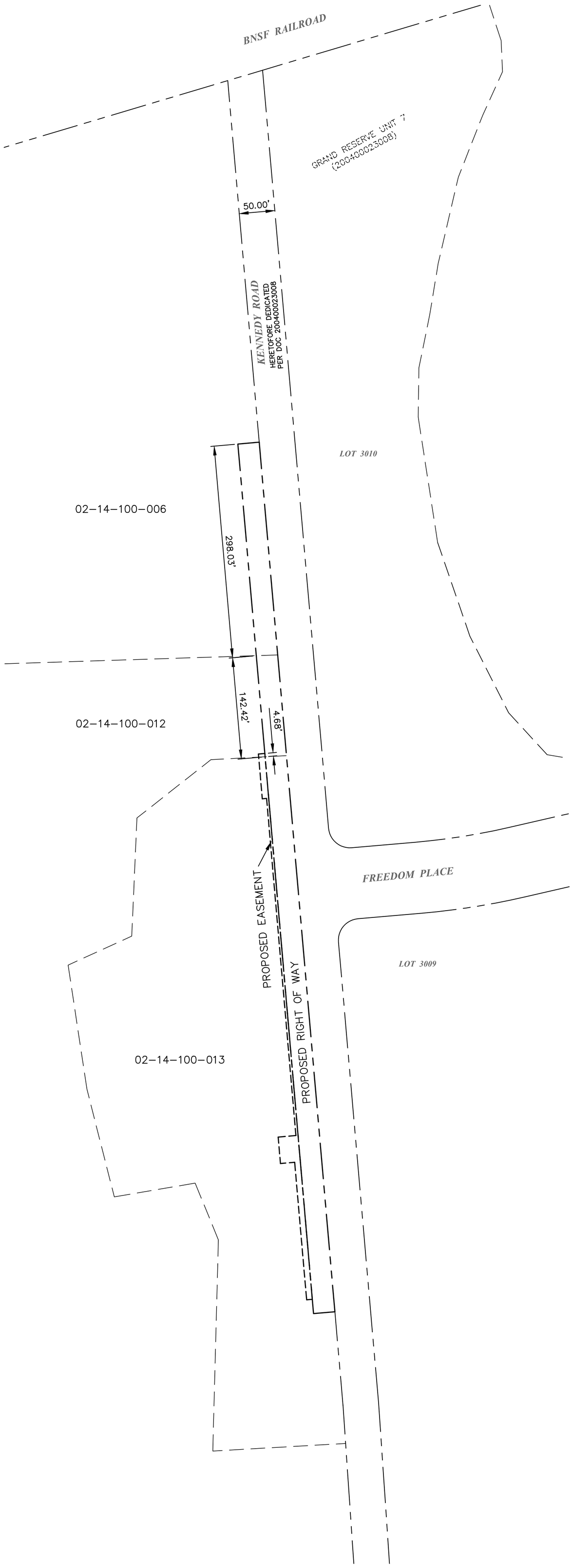
ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
(EXP-04-30-23)



Engineering Enterprises, Inc. **CONSULTING ENGINEERS** 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com	**UNITED CITY OF YORKVILLE** **800 GAME FARM ROAD** **YORKVILLE, IL 60560**

DATE:	MARCH, 2023
PROJECT NO.	YO2219 DED 01
FILE NO YO2219 DED 01	

EXHIBIT



0 80 160
SCALE FEET

P.I.N. 02-14-100-006
02-14-100-012
02-14-100-013

AREA OF PROPOSED RIGHT-OF-WAY
ACRES: 0.84

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

DATE:	FEBRUARY, 2024
PROJECT NO.	YO2219
FILE NO YO2219 PARCEL EXHIBIT	

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

TO: THE CITY COUNCIL AND CITY CLERK
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

The undersigned, each being 18 or more years of age and under no disability, hereby petition the United City of Yorkville to annex within its corporate limits, the real estate described on the Plat of Annexation, attached hereto as Exhibit A, in the County of Kendall, and for the purpose of authorizing the United City of Yorkville to enact an appropriate ordinance of annexation in the manner provided by **65 ILCS 5/7-1-8**, and knowing that the certifications herein made will be relied upon by the United City of Yorkville, the undersigned persons certify to the United City of Yorkville the following:

1. That the above described territory is now contiguous to the United City of Yorkville.
2. That the above described territory is not within the corporate limits of any municipality.
3. That there are no electors residing on the property above described.[1]
4. That the undersigned persons are authorized representatives of the Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, the true and correct owner(s) of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Kendall County, Illinois; subject to public streets.[2]
5. That a plat of the real estate sought to be annexed is attached as Exhibit A.[3]

---

[1] At least 51% of the electors residing within the annexation territory must sign the annexation petition. If, for example, six (6) electors reside within the annexation territory, four (4) electors must sign the annexation petition.
[2] All owners of record of the territory sought to be annexed must sign the annexation petition. If a land trust is the actual owner of a portion of the annexation territory, the land trustee must execute the annexation petition. If a husband and wife jointly own property within the annexation territory, both of them must sign the annexation petition.
[3] An unconditional petition for annexation must be on file with the Village prior to the adoption of the annexation ordinance. The annexation petition, when acted on, may not be contingent upon zoning, subdivision or any other condition.

FORM OF ACKNOWLEDGMENT FOR OWNERS OF RECORD

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

The undersigned, being first duly sworn upon his oath, deposes and states that he has subscribed to the foregoing Petition for Annexation and has read the same before signing; that the statements made therein are true and correct; and that no persons, firms or corporations other than those named herein have any right, title or interest of record in any of the above described property herein requested to be annexed.

OWNERS' SIGNATURES	PRINT NAME OPPOSITE SIGNATURE
	John D. Boughton
	DONNA L. MALY
	GARY A. BLOCKER

Subscribed and Sworn to before me by each of the persons whose signatures appear above this 11 day of April, 2024.

David Mangione
Notary Public

DAVID MANGIONE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 28, 2026

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Blackberry Golf, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of an approximately 4.89-acre tract of property into the City's municipal boundary. The property is located immediately west of Kennedy Road and south of the Burlington Northern Santa Fe (BNSF) railroad in unincorporated Bristol Township in Kendall County. The land is currently used as a clubhouse for the Blackberry Oaks Golf Club. The purpose of this annexation agreement is to allow for the construction of certain improvements along Kennedy Road, including the widening of the roadway, pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

LEGAL DESCRIPTION: PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY WITH THE CENTER LINE OF KENNEDY ROAD; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 940.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTERLINE, 926.00 FEET; THENCE SOUTH 04 DEGREES 04 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 42.60 FEET;THENCE SOUTH 85 DEGREES 55 MINUTES 53 SECONDS WEST, 184.99 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 00 SECONDS EAST, 296.00 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 00 SECONDS WEST, 86.00 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 12 SECONDS WEST, 115.00 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS WEST, 156.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS WEST, 176.00 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 00 SECONDS EAST, 98.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 00 SECONDS EAST, 166.00 FEET;THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS EAST, 132.00 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 00 SECONDS EAST, 106.00 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 02-14-100-013

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – April 23, 2024

Meeting and Date: City Council – May 14, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 651 PRAIRIE POINTE DRIVE ON TUESDAY, APRIL 23, 2024

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Plocher	Present	
	Soling	Present	
Ward III	Funkhouser	Present	
	Marek	Present	(electronic attendance)
Ward IV	Tarulis	Present	
	Corneils	Present	

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Lamb, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and EEI Engineer Sanderson.

Members of the public were able to attend this meeting in person as well as being able to access the meeting remotely via Zoom which allowed for video, audio, and telephonic participation.

A meeting notice was posted on the City's website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely:
https://us02web.zoom.us/j/87545658775?pwd=Ry9EQjNXWHNKNDRuWlBRQnZsdHN3UT09.
The Zoom meeting ID was 875 4565 8775.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

Mayor Purcell moved Mayor's Report #1, Poppy Days Proclamation, and Mayor's Report #2, Motorcycle Awareness Proclamation, before the Public Hearing.

PRESENTATIONS

None.

MAYOR'S REPORT

Poppy Days Proclamation
(CC 2024-23)

Mayor Purcell proclaimed May 9 - 15, 2024, may serve as Poppy Awareness Days in the United City of Yorkville *(see attached)*.

Motorcycle Awareness Proclamation
(CC 2024-24)

Mayor Purcell proclaimed the month of May 2024 as Motorcycle Awareness Month in the United City of Yorkville *(see attached)*.

PUBLIC HEARINGS

1. Corneils Solar Farm – Annexation

Please see the attached transcript from the court reporter regarding the public hearing portion of the meeting.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – March 26, 2024
2. Minutes of the Regular City Council – April 9, 2024
3. Bill Payments for Approval
   $ 1,921,679.08 (vendors)
   $ 370,113.15 (payroll period ending 04/12/24)
   $ 2,291,792.23 (total)
4. Water Reports for July 2023 – March 2024 (PW 2024-31)
5. Kennedy Road and Freedom Place Intersection Improvements – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute* (PW 2024-37)
6. Treasurer's Report for March 2024 (ADM 2024-16)
7. **Ordinance 2024-12** Approving the Third Amendment to the Amended Intergovernmental Cooperative Agreement Between the United City of Yorkville and the Yorkville Bristol Sanitary District Regarding Billing for District Services – *authorize the Mayor and City Clerk to execute* (ADM 2024-21)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Tarulis; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

REPORTS

MAYOR'S REPORT (cont'd)

Appointment of Police Department FOIA Officer – Crystal Bieritz
(CC 2024-25)

Mayor Purcell entertained a motion to approve the appointment of Crystal Bieritz as a Freedom of Information Officer for the Police Department. So moved by Alderman Koch; seconded by Alderman Soling.

Motion unanimously approved by a viva voce vote.

Resolution 2024-18 **Authorizing the Lease/Purchase of Eight Tasers from Axon Enterprises, Inc.**
(CC 2024-26)

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Lease/Purchase of Eight Tasers from Axon Enterprises, Inc and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

Parks and Recreation Truck Purchase
(CC 2024-27)

Mayor Purcell entertained a motion to approve the purchase of a 2024 Ford 150 from Riverview Ford in the amount not to exceed $40,031.03. So moved by Alderman Transier; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye

Resolution 2024-19 **Approving a Memorandum of Understanding By and Between the United City of Yorkville, Kendall County, Illinois and the Illinois Fraternal Order of Police Labor Council**
(CC 2024-28)

Mayor Purcell entertained a motion to approve a Resolution Approving a Memorandum of Understanding By and Between the United City of Yorkville, Kendall County, Illinois and the Illinois Fraternal Order of Police Labor Council and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

Resolution 2024-20 **Adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan**
(CC 2024-29)

Mayor Purcell entertained a motion to approve a Resolution Adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Transier.

Motion unanimously approved by a viva voce vote.

Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Park and Recreation and School Site Dedication (Land Cash)
(CC 2024-30)

Mayor Purcell entertained a motion to initiate a text amendment for the Yorkville Unified Development Ordinance Regarding Park and Recreation and School Site Dedication (Land Cash). So moved by Alderman Plocher; seconded by Alderman Corneils.

City Administrator Olson reported that when the City approved the new Unified Development Ordinance, it initiated the unattended effect of cutting our current school and park donations requirements in half for future developments. Mr. Olson shared staff is currently engaged with multiple developers who inquired about the City's land cash requirements. The developers were given the previous land cash ordinance information, and they were made aware that we were in the process of fixing it. This ordinance will revert the City to the land cash requirements that were in place before the passing of the UDO. This is a zoning code amendment that requires a public hearing. Staff will continue the discussion on the land cash requirements and will return with a recommended update later.

Motion approved by a roll call vote. Ayes-8 Nays-0
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye

Ordinance 2024-13 **Amending Water Service Rates**
(CC 2024-31)

Mayor Purcell entertained a motion to approve an Ordinance Amending Water Service Rates and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Transier.

Finance Director Fredrickson reported that the average home water bill will go up by $9.12 with the amended water rates. The base rate is going up from $24 to $39. The rate for every 100 cubic feet of water over 350 cubic feet is going up from $4.80 to $5.30. Mayor Purcell stated that this amendment would put the City at the budgeted water sales revenue amount of $5.4 million.

Alderman Koch asked if commercial businesses would end up paying more. He mentioned he would like to know what properties would fall in this category for the increase. City Administrator Olson read off examples from the memo within the packet, breaking down the percentages of customers and their cubic feet usage. He stated that residential users would only increase by about $15 per billing cycle on the higher end. Alderman Koch asked if residents could install an irrigation system, which Mr. Olson stated that would need to be discussed with the building department. Mayor Purcell reminded the Council that this is one step in a multi-year process. Alderman Funkhouser questioned lowering the base rate and increasing the volumetric rate to generate the same targeted revenue, to which City Administrator Olson said yes. City Administrator Olson shared staff looked at this option and wanted the Council to keep in mind that increasing the base rate impacts the residential users, and increasing the volumetric rate impacts the industrial and commercial users' rates. Alderman Koch asked how staff came up with the ratio used. City Administrator Olson stated they used the same process used in the past. Alderman Transier specified

that the more customers use, the more they pay. However, this could be a problem if customers start using less water when the City relies on these rates to meet the ratios. Mayor Purcell said the Council must remember that we need to increase these yearly. He also shared that part of the WIFIA loan approval is to map out our projected water rates for the next 35 years. Mayor Purcell said we will eventually have to change the entire structure of water rates to include fees we currently do not have to pay. Alderman Funkhouser stated the cost of living is very high right now, and anything to lower the base level will be helpful to residents. Alderman Koch asked if we approved the rates now could it be changed at any time, and City Administrator Olson said yes.

A motion was made by Alderman Funkhouser to amend the proposed Ordinance Amending Water Service Rates by changing the suggested rate of $39 up to 350 cubic feet of usage to $33.00 up to 350 cubic feet of usage and by changing the suggested rate of $5.30 per 100 cubic feet of usage over 350 cubic feet to $5.80 per 100 cubic feet of usage over 350 cubic feet, seconded by Alderman Corneils.

Motion to amend approved by a roll call vote. Ayes-8 Nays-0
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

Resolution 2024-21 **Approving an Intergovernmental Agreement Between the United City of Yorkville and Bristol Township**
(CC 2024-32)

Mayor Purcell entertained a motion to approve a Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Bristol Township and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-7 Nays-1
Plocher-nay, Funkhouser-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye, Koch-aye

Resolution 2024-22 **Approving a Sublease Agreement Between the United City of Yorkville and Yorkville Community School District No. 115**
(CC 2024-33)

Mayor Purcell entertained a motion to approve a Resolution Approving a Sublease Agreement Between the United City of Yorkville and Yorkville Community Unit School District No. 115 and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

PUBLIC WORKS COMMITTEE REPORT

Leak Detection Contract with M.E. Simpson
(PW 2024-34)

Alderman Koch made a motion to approve a contract with M.E. Simpson for a term of three years in the amounts not to exceed $40,560 for year one, $40,560 for year two and, $41,340 for year three; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye

Pavement Management Program Update – Preliminary Engineering Agreement
(PW 2024-35)

Alderman Koch made a motion to approve the Pavement Management Program Update – Professional Services Agreement – Preliminary Engineering Agreement and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-8 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

Kennedy Road and Freedom Place Intersection Improvements – Contract Award
(PW 2024-36)

Alderman Koch made a motion to approve the bid and award contract to "D" Construction, Inc., subject to securing the easement for Blackberry Oaks Golf Course, in the amount not to exceed $567,530.89 and authorize the Mayor and City Clerk to execute; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-8 Nays-0
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

Supplemental MFT Resolution 2024-23 **for Bulk Rock Salt**
(PW 2024-38)

Alderman Koch made a motion to approve a supplemental MFT Resolution for the purchase of bulk rock salt and authorize the City Clerk to execute; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Aurora Area Convention & Visitors Bureau (AACVB)
2024 Municipal Marketing Plan
(ADM 2024-20)

Alderman Plocher made a motion to approve the 2024 marketing plan as presented; seconded by Alderman Funkhouser.

Cort Carlson, Executive Director of the Aurora Area Convention & Visitors Bureau, shared that the packet contains the results of last year's 2023 marketing plan and the proposed 2024 plan. The most significant part of the 2024 marketing plan is the WGN Hometown Takeover, which will take place in June.

Motion approved by a roll call vote. Ayes-8 Nays-0
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

Salary Ranges of City Employees
(ADM 2024-22)

Alderman Plocher made a motion to approve the recommended FY 25 salary ranges of City employees as presented in the packet materials; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Buildings Updates
(CC 2021-04)

No report

Water Study Update
(CC 2021-38)

No report

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Molly Krempski said she wanted to speak again about Mayor Purcell's alcohol distribution at Hometown Days from his ACE Hardware booth. She asked if the City allows ACE Hardware to be a vendor again this coming year to consider these three things: Provide a copy of liability insurance that covers all activities taking place within their booth during hometown days, consider that allowing unlicensed distribution of a controlled substance without proper insurance puts the City at risk of a lawsuit, and consider that allowing vendors to give alcohol away at a City event cuts down on the profits of the City's licensed alcohol sales.

See the attached written comment from Jerome (Jerry) Gawlik

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Soling; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:02 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING

PUBLIC HEARINGS

651 Prairie Pointe

Yorkville, Illinois

Tuesday, April 23, 2024

7:00 p.m.

PRESENT: (In-person and via Zoom)

Mr. John Purcell, Mayor;

Mr. Ken Koch, Alderman;

Mr. Dan Transier, Alderman;

Mr. Craig Soling, Alderman;

Mr. Joe Plocher, Alderman;

Mr. Chris Funkhouser, Alderman;

Mr. Matt Marek, Alderman;

Mr. Rusty Corneils, Alderman;

Mr. Seaver Tarulis, Alderman.

ALSO PRESENT: (In-person and via Zoom)

Mr. Bart Olson, City Administrator;

Ms. Jori Behland, City Clerk;

Ms. Erin Willrett, Assistant City Administrator;

Ms. Megan Lamb, City Attorney;

Mr. Rob Fredrickson, Finance Director;

Mr. Eric Dhuse, Public Works Director;

Chief James Jensen, Yorkville Police Department;

Mr. Tim Evans, Parks and Recreation Director;

Ms. Krysti Barksdale-Noble, Community Development Director;

Mr. Brad Sanderson, City Engineer.

---o0o---

I N D E X

WITNESS:	PAGE:
Daniel J. Kramer	4

(WHEREUPON, the following proceedings were had in the public hearing portion of the meeting, beginning at 7:09 p.m.)

MAYOR PURCELL: Now I am opening the public hearing for the Corneils Solar Farm annexation. If there is anyone who would like to step forward and make public comments, please do so now.

DANIEL J. KRAMER,

testified from the podium as follows:

MR. KRAMER: Good evening. My name is -- I think this is on -- Daniel J. Kramer. My address is 1107A South Bridge Street, Yorkville, Illinois. I am an attorney licensed to practice law in the state of Illinois, and I have the privilege to represent these two nice young folks in the second row tonight from Nexamp and also Betty and Gary Bennett, who are the owners of the property.

MAYOR PURCELL: I thought you were referring to them as the nice young folks.

MR. KRAMER: They are nice young folks and long-time community members.

MR. BENNETT: We are younger.

MR. KRAMER: Tonight as you see is the public hearing strictly on the annexation issue, so we're not trying to be lazy not giving you a solar presentation. We did that at the Economic Development Committee, we did it at the Plan Commission, and we will be here to do that May 14th when you consider the special use.

We think the Bennett property annexing to the City of Yorkville makes all the sense in the world. Again, they are an integral part and lived in the community for multi decades, the property is contiguous with the City, and it's a use on this property frankly that makes sense because, given floodway and so on, there is not a lot else other than growing hay and crops that can be done with the property, so we think it's a win/win for the city, the school district and all the taxing bodies.

Thank you for the staff for being so both persistent and professional working with us, and we hope when this comes up for a vote on May 14th you are give us a positive recommendation in ordinance annexing and

approving the special use.

If you have any questions, I am happy to answer; otherwise, I will be quiet.

MAYOR PURCELL: Thank you. Anyone else like to speak?

(No response.)

MAYOR PURCELL: Anyone in Zoomland like to speak?

(No response.)

MAYOR PURCELL: I close the public hearing. Thank you.

(Which were all the proceedings had in the public hearing portion of the meeting, concluding at 7:11 p.m.)

---o0o---

STATE OF ILLINOIS)
) SS:
COUNTY OF LASALLE)

I, CHRISTINE M. VITOSH, a Certified Shorthand Reporter of the State of Illinois, do hereby certify:

That the foregoing public hearing transcript, Pages 1 through 8, was reported stenographically by me by means of machine shorthand, was simultaneously reduced to typewriting via computer-aided transcription under my personal direction, and constitutes a true record of the testimony given and the proceedings had;

That the said public hearing was taken before me at the time and place specified;

That I am not a relative or employee or attorney or counsel, nor a relative or employee of such attorney or counsel for any of the parties hereto, nor interested directly or indirectly in the outcome of this action.

I further certify that my certificate attached hereto applies to the original transcript and copies thereof signed and certified under my hand only. I assume no

responsibility for the accuracy of any reproduced copies not made under my control or direction.

IN WITNESS WHEREOF, I do hereunto set my hand at Leland, Illinois, this 29th day of April, 2024.

/s/ Christine M Vitosh
_____

CHRISTINE M. VITOSH,
C.S.R. Certificate No. 084-02883.

0

084-02883 [1] - 8:9

1

1 [1] - 7:7
1107A [1] - 4:14
14th [2] - 5:8, 5:23

2

2024 [2] - 1:20, 8:5
23 [1] - 1:20
29th [1] - 8:4

4

4 [1] - 3:9

6

651 [1] - 1:16

7

7:00 [1] - 1:21
7:09 [1] - 4:4
7:11 [1] - 6:14

8

8 [1] - 7:7

A

accuracy [1] - 8:1
action [1] - 7:20
address [1] - 4:14
Administrator [2] - 2:12, 2:15
aided [1] - 7:10
Alderman [8] - 2:3, 2:4, 2:5, 2:6, 2:7, 2:8, 2:9, 2:10
ALSO [1] - 2:11
annexation [2] - 4:7, 5:3
annexing [2] - 5:10, 5:24
answer [1] - 6:3
applies [1] - 7:22
approving [1] - 6:1
April [2] - 1:20, 8:4
Assistant [1] - 2:14
assume [1] - 7:24
attached [1] - 7:22
attorney [3] - 4:15, 7:17, 7:18
Attorney [1] - 2:16

B

Barksdale [1] - 2:23
Barksdale-Noble [1] - 2:23
Bart [1] - 2:12
beginning [1] - 4:4
Behland [1] - 2:13
Bennett [2] - 4:19, 5:9
BENNETT [1] - 5:1
Betty [1] - 4:19
bodies [1] - 5:19
brad [1] - 3:1
Bridge [1] - 4:14

C

C.S.R [1] - 8:9
certificate [1] - 7:21
Certificate [1] - 8:9
Certified [1] - 7:3
certified [1] - 7:24
certify [2] - 7:5, 7:21
Chief [1] - 2:19
Chris [1] - 2:7
CHRISTINE [2] - 7:3, 8:9
CITY [2] - 1:6, 1:9
city [1] - 5:18
City [7] - 2:12, 2:13, 2:14, 2:16, 3:1, 5:10, 5:14
Clerk [1] - 2:13
close [1] - 6:10
comments [1] - 4:8
Commission [1] - 5:7
Committee [1] - 5:6
Community [1] - 2:23
community [2] - 4:24, 5:12
computer [1] - 7:10
computer-aided [1] - 7:10
concluding [1] - 6:14
consider [1] - 5:8
constitutes [1] - 7:11
contiguous [1] - 5:13
control [1] - 8:2
copies [2] - 7:23, 8:2
Corneils [2] - 2:9, 4:6
COUNCIL [1] - 1:9
counsel [2] - 7:17, 7:18
COUNTY [2] - 1:7, 7:2
Craig [1] - 2:5
crops [1] - 5:17

D

Dan [1] - 2:4
Daniel [2] - 3:9, 4:13
DANIEL [1] - 4:10
decades [1] - 5:13
Department [1] - 2:20
Development [2] - 2:24, 5:6
Dhuse [1] - 2:18
direction [2] - 7:11, 8:2
directly [1] - 7:19
Director [4] - 2:17, 2:18, 2:22, 2:24
district [1] - 5:19
done [1] - 5:17

E

Economic [1] - 5:5
employee [2] - 7:16, 7:17
Engineer [1] - 3:1
Eric [1] - 2:18
Erin [1] - 2:14
Evans [1] - 2:21
evening [1] - 4:12

F

Farm [1] - 4:6
Finance [1] - 2:17
floodway [1] - 5:15
folks [3] - 4:17, 4:22, 4:23
following [1] - 4:1
follows [1] - 4:11
foregoing [1] - 7:6
forward [1] - 4:8
frankly [1] - 5:14
Fredrickson [1] - 2:17
Funkhouser [1] - 2:7

G

Gary [1] - 4:19
given [2] - 5:15, 7:12
growing [1] - 5:16

H

hand [2] - 7:24, 8:4
happy [1] - 6:3
hay [1] - 5:17
hearing [7] - 4:3, 4:6, 5:3, 6:11, 6:13, 7:6, 7:14
HEARINGS [1] - 1:10
hereby [1] - 7:5
hereto [2] - 7:19, 7:22
hereunto [1] - 8:3
hope [1] - 5:22

I

ILLINOIS [2] - 1:7, 7:1
Illinois [5] - 1:17, 4:15, 4:16, 7:4, 8:4
IN [1] - 8:3
in-person [2] - 2:1, 2:11
indirectly [1] - 7:20
integral [1] - 5:11
interested [1] - 7:19
issue [1] - 5:3

J

James [1] - 2:19
Jensen [1] - 2:19
Joe [1] - 2:6
John [1] - 2:2
Jori [1] - 2:13

K

Ken [1] - 2:3
KENDALL [1] - 1:7
Koch [1] - 2:3
Kramer [2] - 3:9, 4:13
KRAMER [4] - 4:10, 4:12, 4:23, 5:2
Krysti [1] - 2:23

L

Lamb [1] - 2:16
LASALLE [1] - 7:2
law [1] - 4:16
lazy [1] - 5:4
Leland [1] - 8:4
licensed [1] - 4:15
lived [1] - 5:12
long-time [1] - 4:24

M

machine [1] - 7:8
Marek [1] - 2:8
Matt [1] - 2:8
MAYOR [5] - 4:5, 4:21, 6:4, 6:7, 6:10
Mayor [1] - 2:2
means [1] - 7:8
MEETING [1] - 1:9
meeting [2] - 4:3, 6:14
Megan [1] - 2:16
members [1] - 4:24
MR [4] - 4:12, 4:23, 5:1, 5:2
multi [1] - 5:12

N

name [1] - 4:12
Nexamp [1] - 4:18
nice [3] - 4:17, 4:22, 4:23
Noble [1] - 2:23

O

OF [3] - 1:6, 7:1, 7:2
Olson [1] - 2:12
opening [1] - 4:5
ordinance [1] - 5:24
original [1] - 7:22
otherwise [1] - 6:3
outcome [1] - 7:20
owners [1] - 4:19

P

p.m [3] - 1:21, 4:4, 6:15
pAGE [1] - 3:8
Pages [1] - 7:7
Parks [1] - 2:21
part [1] - 5:12
parties [1] - 7:19
persistent [1] - 5:21
person [2] - 2:1, 2:11
personal [1] - 7:11
place [1] - 7:15
Plan [1] - 5:6
Plocher [1] - 2:6
podium [1] - 4:11
Pointe [1] - 1:16
Police [1] - 2:19
portion [2] - 4:3, 6:13
positive [1] - 5:23
practice [1] - 4:15

Prairie [1] - 1:16
PRESENT [2] - 2:1, 2:11
presentation [1] - 5:5
privilege [1] - 4:17
proceedings [3] - 4:2, 6:12, 7:13
professional [1] - 5:21
property [5] - 4:20, 5:9, 5:13, 5:14, 5:17
Public [1] - 2:18
PUBLIC [1] - 1:10
public [8] - 4:2, 4:6, 4:8, 5:3, 6:10, 6:13, 7:6, 7:14
Purcell [1] - 2:2
PURCELL [5] - 4:5, 4:21, 6:4, 6:7, 6:10

Q

questions [1] - 6:2
quiet [1] - 6:3

R

recommendation [1] - 5:24
record [1] - 7:12
Recreation [1] - 2:21
reduced [1] - 7:9
referring [1] - 4:22
relative [2] - 7:16, 7:17
reported [1] - 7:7
Reporter [1] - 7:4
represent [1] - 4:17
reproduced [1] - 8:1
response [2] - 6:6, 6:9
responsibility [1] - 8:1
Rob [1] - 2:17
row [1] - 4:18
Rusty [1] - 2:9

S

Sanderson [1] - 3:1
school [1] - 5:19
Seaver [1] - 2:10
second [1] - 4:18
see [1] - 5:2
sense [2] - 5:11, 5:15
set [1] - 8:3
Shorthand [1] - 7:4
shorthand [1] - 7:9
signed [1] - 7:23
simultaneously [1] - 7:9
Solar [1] - 4:6
solar [1] - 5:5
Soling [1] - 2:5
South [1] - 4:14
special [2] - 5:8, 6:1
specified [1] - 7:15
SS [1] - 7:1
staff [1] - 5:20
state [1] - 4:16
STATE [1] - 7:1
State [1] - 7:4
stenographically [1] - 7:8
step [1] - 4:8
Street [1] - 4:14
strictly [1] - 5:3

T

Tarulis [1] - 2:10
taxing [1] - 5:19
testified [1] - 4:11
testimony [1] - 7:12
thereof [1] - 7:23
Tim [1] - 2:21
tonight [1] - 4:18
Tonight [1] - 5:2
transcript [2] - 7:7, 7:23
transcription [1] - 7:10
Transier [1] - 2:4
true [1] - 7:12
trying [1] - 5:4
Tuesday [1] - 1:20
two [1] - 4:17
typewriting [1] - 7:10

U

under [3] - 7:11, 7:24, 8:2
UNITED [1] - 1:6
up [1] - 5:22

V

via [3] - 2:1, 2:11, 7:10
VITOSH [2] - 7:3, 8:9
vote [1] - 5:22

W

WHEREOF [1] - 8:3
WHEREUPON [1] - 4:1
Willrett [1] - 2:14
win/win [1] - 5:18
WITNESS [2] - 3:8, 8:3
Works [1] - 2:18
world [1] - 5:11

Y

YORKVILLE [1] - 1:6
Yorkville [4] - 1:17, 2:19, 4:14, 5:10
young [3] - 4:17, 4:22, 4:23
younger [1] - 5:1

Z

Zoom [2] - 2:1, 2:11
Zoomland [1] - 6:7

UNITED CITY OF YORKVILLE

Proclamation

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

Whereas, millions who have answered the call to arms have died on the field of battle;

Whereas, a nation of peace must be reminded of the price of war and the debt owed to those who have died in war;

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars;

Whereas, the America Legion Post 489 and America Legion Auxiliary Unit 489 have pledged to remind America annually of this debt through the distribution of the memorial flower, so that May 9 - 15, 2024 may serve as "Poppy Awareness Days".

Therefore, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim "Poppy Awareness Days" in the United City of Yorkville, and request all citizens to observe these days by wearing a Poppy and making contributions for this worthy cause.

Dated this 23rd day of April, 2024, A.D.

UNITED CITY OF YORKVILLE Corporate SEAL

John Purcell, Mayor

UNITED CITY OF YORKVILLE

Motorcycle Awareness Month Proclamation

WHEREAS, safety is the highest priority for the highways and streets of our City and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of the roadways within the United City of Yorkville and throughout the State of Illinois.

NOW, THEREFORE, I, John Purcell, Mayor of the United City of Yorkville, in the great state of Illinois, in recognition of 37 years of A.B.A.T.E. of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the Month of May 2024 as Motorcycle Awareness Month in the United City of Yorkville, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

Dated this 23rd day of April, 2024, A.D.

UNITED CITY OF YORKVILLE Corporate SEAL ILLINOIS

John Purcell, Mayor

4/10/2024

Planning & Zoning Commission P&ZC meeting 4/10/2024
City Council Members, Yorkville, IL City Council meeting 4/23/2024
Mayor John Percell City Council meeting 4/23/2024
Yorkville, IL

RE: **Annexation agreement- Corneils Road Solar, LLC**
City Council meeting 4/23/2024

Mayor and City Council members:

My name is Jerome Gawlik (Jerry), I live at [redacted] in Yorkville. I have been representing our community of approx. 208 homes, soon to grow to a total of approx. 290 homes. We are a targeted 55+ community in which the majority of home owners are retired. The board of Directors is still under the developer but preparing documents to turn over to its community to members within the next few months.

It is my understanding that the P&ZC and ultimately City Council are considering annexation of a piece of land South of Corneils Rd. near Rt. 47. We are not opposed to this annexation but just want to raise some questions, concerns and add a few comments.

Is this the best and highest use for this land given its prime location near Rt47?

Did you consider the delta difference between R1 Residential or rezoning to Industrial, commercial vs going back to A1 Agriculture with a special use?

Based on my readings A1 with special use would be a revenue loss to the city vs other land uses. Can the city continue to take these revenue losses? Our taxes are high to begin with.

With 2 other solar farms already approved, this would be the 3rd solar farm if approved by City Council with additional proposals forthcoming. Before approving this, given a revenue loss in taxes for the city have you considered how the energy savings revenue generated by these farms will be distributed to its residents?

Has there been thought on splitting revenue savings between Residential, Commercial or Industrial citizens of Yorkville?

Once again, I am a Senior on fixed income and live in a targeted 55+ community of approx. 290 homes when completed which maybe 1 or 2 years from now. There also exits other communities similar to ours within Yorkville.

With taxes high and utilities on the rise, increases well above cost of living, can there be consideration of the distribution of energy with ultimate revenue saving to senior residents on fixed income, or at least have a priority option to sign up which would help offset the continuing rise in water rates due to the installation of Lake Michigan water source to Yorkville. Solar panels installed on residential roofs may not be an option given the expense beyond any rebates and the long payback period involved.

In a memorandum dated March 1, 2024 from Kathleen Field Orr, City Attorney to Krysti Barksdale -Noble, Ms. Orr attempts to address the restriction on number of Solar Farms allowed in Yorkville. Within the memo she states; “What is unclear is the basis for such restriction. Is it because Solar Farms generate minimal real estate taxes? Because Solar Farms do not create much job opportunity? But, with regard to taxes or jobs, how are Solar Farms different from not-for-profit organizations? Are all Solar Farms the same that a prohibition would apply to all? Would the restriction apply to community solar farms?”

Attorney Orr further states; “I would suggest that a study be made of restrictions of the location, size, and proximity to the residential communities to allow the city to prevent a proliferation of Solar Farms which could have negative impact on the community.”

Attorney Orr mentions in her memorandum loss of taxes and negative impact on the community.

Can the city afford the revenue loss due to rezoning R1 to A1 special use or can you do the right thing to its residential residents by proper distribution of energy generated by Solar Farms and ultimately dollar savings to Yorkville citizens, with priority to seniors on fixed income and help them offset the increase in water rates due to the influx of Lake Michigan Water.

These important points should all be considered prior to approving the annexation of this and other parcel of land for similar use.

Thank you for your time and consideration.

Jerome (Jerry) Gawlik

[redacted]

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – May 14, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-A.HERNANDEZ	03/31/24	01	GRAINCO-INFIELD MIX		79-790-56-00-5646	7,600.00
			02	LOCAL 150-TRAINING MEAL CARD		79-790-54-00-5415	50.00
						INVOICE TOTAL:	7,650.00 *
	042524-A.SOMMONS	03/31/24	01	GOTO-3/1-3/31 651 PP PHONES		01-110-54-00-5440	168.09
			02	GOTO-3/1-3/31 651 PP PHONES		01-220-54-00-5440	168.09
			03	GOTO-3/1-3/31 651 PP PHONES		01-120-54-00-5440	84.05
			04	GOTO-3/1-3/31 651 PP PHONES		79-795-54-00-5440	168.09
			05	GOTO-3/1-3/31 651 PP PHONES		01-210-54-00-5440	840.47
			06	COMCAST-2/20-3/19 651 PP		01-110-54-00-5440	47.64
			07	INTERNET		** COMMENT **	
			08	COMCAST-2/20-3/19 651 PP		01-220-54-00-5440	42.35
			09	INTERNET		** COMMENT **	
			10	COMCAST-2/20-3/19 651 PP		01-120-54-00-5440	21.17
			11	INTERNET		** COMMENT **	
			12	COMCAST-2/20-3/19 651 PP		79-790-54-00-5440	42.35
			13	INTERNET		** COMMENT **	
			14	COMCAST-2/20-3/19 651 PP		01-210-54-00-5440	211.75
			15	INTERNET		** COMMENT **	
			16	COMCAST-2/20-3/19 651 PP		79-795-54-00-5440	42.35
			17	INTERNET		** COMMENT **	
			18	VERIZON-2/2-3/1 IN CAR UNITS		01-210-54-00-5440	648.18
			19	GO DADDY-WILDCARD SSL RENEWAL		01-640-54-00-5450	899.98
						INVOICE TOTAL:	3,384.56 *
	042524-B.BEHRENS	03/31/24	01	MENARDS#031424-SPRAY PAINT		01-410-56-00-5620	29.23
			02	MENARDS#031224-COUPLER		01-410-56-00-5620	34.86
			03	MENARDS#030824-PEN, PAINT,		01-410-56-00-5620	26.44
			04	LETTERS		** COMMENT **	
			05	MENARDS#030124-WEDGE ANCHORS		01-410-56-00-5620	26.98
			06	MENARDS#032524-COUPLER, FILTER		01-410-56-00-5620	48.67
			07	WHIP HOSE		** COMMENT **	
			08	MENARDS#031224-RETURNED		01-410-56-00-5620	-2.41
			09	MATERIAL CREDIT		** COMMENT **	
			10	NAPA#361535-SPARK PLUGS, OIL,		01-410-56-00-5628	58.43
			11	FILTERS		** COMMENT **	
			12	MENARDS#031224-PAINT, BRUSH		01-410-56-00-5620	41.28
						INVOICE TOTAL:	263.48 *
	042524-B.OLSON	03/31/24	01	CRAINS-ANNUAL SUBSCRIPTION		01-110-54-00-5460	169.00
			02	ZOOM-03/23-04/22 USER FEES		01-110-54-00-5462	213.96
						INVOICE TOTAL:	382.96 *
	042524-B.VALLES	03/31/24	01	ATLAS-HYDRA FLUID		01-410-56-00-5628	263.37
			02	FLATSOS#31027-2 TIRES		01-410-56-00-5628	203.62

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-B.VALLES	03/31/24	03	MENARDS#031124-MASONARY WHEEL		01-410-56-00-5620	20.91
						INVOICE TOTAL:	487.90 *
	042524-B.WEBER	03/31/24	01	RONDO#183313-NEW CM RD FLATBED		01-410-54-00-5490	5,734.01
			02	BODY		** COMMENT **	
						INVOICE TOTAL:	5,734.01 *
	042524-B.WOLF	03/31/24	01	NAPA#360421-SPARK PLUGS		79-790-56-00-5640	10.95
			02	MENARDS#022824-BOLTS, NUTS		79-790-56-00-5640	15.96
			03	MENARDS#022824-BOLTS,NUTS,LUBE		79-790-56-00-5640	30.22
			04	MENARDS#022824-NUTS,BOLTS		79-790-56-00-5640	5.27
						INVOICE TOTAL:	62.40 *
	042524-D.BROWN	03/31/24	01	MENARDS#030824-VALVE STEMS		51-510-56-00-5620	19.16
			02	MENARDS#031224-NIPPLES, BUCKET		51-510-56-00-5620	98.68
			03	COUPLING		** COMMENT **	
			04	AWWA-ANNUAL DUES RENEWAL		51-510-54-00-5460	394.00
						INVOICE TOTAL:	511.84 *
	042524-D.HENNE	03/31/24	01	HOME DEPO-DRIVE BITS		01-410-56-00-5630	13.54
			02	ACE-MICROWAVE FUSE		01-410-56-00-5620	15.18
			03	MENARDS#031424-ELBOW		01-410-56-00-5620	4.45
			04	MENARDS#031924-SPRAY PAINT		01-410-54-00-5435	20.94
			05	MENARDS#031924-BOTTLE BRUSH		01-410-54-00-5435	6.46
			06	MENARDS#032224-GALVANIZING		01-410-54-00-5435	29.94
			07	SPRAY		** COMMENT **	
			08	ACE-SCREWS		01-410-56-00-5620	2.55
			09	MENARDS#030724-BUCKLE,		01-410-54-00-5435	67.86
			10	GALVANIZING SPRAY, ANT KILLER		** COMMENT **	
			11	MENARDS#031224-GALVANIZING		01-410-54-00-5435	59.88
			12	SPRAY		** COMMENT **	
			13	DUTEK#1022919-HOSE FITTINGS		01-410-56-00-5628	70.00
			14	DUTEK#1022981-HYDRAULIC HOSE		01-410-56-00-5628	172.00
			15	NAPA#360890-AMPS, MOUNT,		01-410-56-00-5628	75.91
			16	ADAPTERS, LICENSE KIT		** COMMENT **	
			17	NAPA#362327-ELECTRICAL		01-410-56-00-5628	113.69
			18	CONNECTORS, WIRE		** COMMENT **	
						INVOICE TOTAL:	652.40 *
	042524-D.SMITH	03/31/24	01	MENARDS#031224-SPRAYPAINT		79-790-56-00-5640	17.97
			02	HOME DEPO-METAL BLADE SET		79-790-56-00-5646	27.97
			03	MENARDS#031824-SPRAY ADHESIVE		79-790-56-00-5640	15.66
			04	MENARDS#031124-ROLLER, GLUE,		79-790-56-00-5620	518.83
			05	PAINT		** COMMENT **	
			06	MENARDS#032124-CLEANOUT PLUG		79-790-56-00-5640	10.57

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-D.SMITH	03/31/24	07	MENARDS#032124-SPREADER		79-790-56-00-5620	17.96
			08	MENARDS#030424-SQUEEGEE		79-790-56-00-5630	24.99
			09	HOME DEPO-UTILITY GLOVES		79-790-56-00-5640	12.97
			10	MASTER HALCO-MATERIALS TO		79-790-56-00-5646	4,321.34
			11	REPAIR OUTFIELD FENCE AT		** COMMENT **	
			12	PRAIRIE MEADOWS		** COMMENT **	
			13	AMAZON-ZIP TIES		79-790-56-00-5646	82.88
			14	AMAZON-ZIP TIES		79-790-56-00-5646	118.23
			15	AMAZON-WATER PUMP FUNNEL		79-790-56-00-5640	22.66
			16	AMAZON-VEGETATION KILLER		79-790-56-00-5646	241.26
						INVOICE TOTAL:	5,433.29 *
	042524-E.HERNANDEZ	03/31/24	01	RURAL KING-TRAILER JACK,		01-410-56-00-5628	64.32
			02	SIDE WIND A-FRAME		** COMMENT **	
			03	MENARDS#030624-STENCIL KIT,		01-410-56-00-5620	25.96
			04	LITES		** COMMENT **	
			05	MENARDS#022924-CHAIN HOOK,ROPE		01-410-56-00-5620	32.77
			06	MENARDS#032224-SNAP COUPLER		01-410-56-00-5620	15.77
						INVOICE TOTAL:	138.82 *
	042524-E.WILLRETT	03/31/24	01	PHYSICIANS CARE-DRUG SCREENS		79-790-54-00-5462	260.00
			02	PHYSICIANS CARE-DOT EXAMS		79-790-54-00-5462	210.00
			03	PHYSICIANS CARE-DRUG SCREEN		51-510-54-00-5462	79.00
			04	DELL-OFFICE 365 SUBSCRIPTIONS		01-640-54-00-5450	971.24
			05	PHYSICIANS CARE-DRUG SCREEN		51-510-54-00-5462	79.00
			06	DRUG & ALCOHOL		01-110-54-00-5462	6.25
			07	CLEARING HOUSE-QUERY PLAN		** COMMENT **	
						INVOICE TOTAL:	1,605.49 *
	042524-G.HASTINGS	03/31/24	01	GJOVIKS#440533-OIL CHANGE		01-220-54-00-5490	147.18
						INVOICE TOTAL:	147.18 *
	042524-G.JOHNSON	03/31/24	01	MENARDS#032524-TUBE CUTTER,		51-510-56-00-5640	78.75
			02	CAUTION TAPE, ADAPTER		** COMMENT **	
			03	MENARDS#031124-BATTERY CLAMPS,		51-510-56-00-5620	27.57
			04	SPRAY PAINT, WIRE		** COMMENT **	
			05	MENARDS#032224-HOOKS, CLAMPS		51-510-56-00-5630	16.48
						INVOICE TOTAL:	122.80 *
	042524-G.KLEEFISCH	03/31/24	01	GARAGE DOOR SUPPLIES-HINGES		79-790-56-00-5640	164.64
			02	MENARDS#032024-ELECTRICAL TAPE		79-790-56-00-5640	17.95
			03	MENARDS#032224-REFRIGERATOR		79-795-56-00-5620	379.00
						INVOICE TOTAL:	561.59 *
	042524-G.NELSON	03/31/24	01	AMAZON-CORK BOARD		01-220-56-00-5620	36.99

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-G.NELSON	03/31/24	02	PARADISE-FEB 2024 CAR WASHES		01-220-54-00-5462	15.00
			03	YORK POST-CERTIFIED MAILINGS		90-216-00-00-0011	96.03
						INVOICE TOTAL:	148.02 *
	042524-G.STEFFENS	03/31/24	01	MENARDS#030824-CORD CLIPS,		52-520-56-00-5620	12.94
			02	GROMMETS		** COMMENT **	
			03	MENARDS#031424-WASHERS, CLAMPS		52-520-56-00-5620	20.21
			04	MENARDS-BLUEDEF		52-520-56-00-5695	97.80
			05	NAPA#361782-FILTERS		52-520-56-00-5628	29.14
			06	NAPA#360459-HOSES, CLAMPS		52-520-56-00-5613	122.10
			07	ACE-MASTER LOCKS		52-520-56-00-5620	111.93
			08	COOLANT RECOVERY KIT		** COMMENT **	
			09	AMAZON-ELECTRICAL WIRE, STROBE		52-520-56-00-5628	98.95
			10	LIGHT, CONNECTORS		** COMMENT **	
			11	NAPA#361316-HOSES, CLAMPS		52-520-56-00-5613	41.65
						INVOICE TOTAL:	534.72 *
	042524-J.ANDERSON	03/31/24	01	RURAL KING-GPM PUMP		79-790-56-00-5640	34.99
			02	ACE-CHAIN		79-790-56-00-5640	30.99
			03	LOCAL 150-TRAINING MEAL CARDS		79-790-54-00-5415	100.00
						INVOICE TOTAL:	165.98 *
	042524-J.BAUER	03/31/24	01	ILAWWA-SCIENCE OF SEWER		51-510-54-00-5412	192.00
			02	JETTING CLASS FOR BAUER,		** COMMENT **	
			03	BROWN, STEFFENS & JACKSON		** COMMENT **	
						INVOICE TOTAL:	192.00 *
	042524-J.BEHLAND	03/31/24	01	SHAW-FIRE & POLICE RULE CHANGE		01-110-54-00-5426	51.46
			02	NOTICE		** COMMENT **	
						INVOICE TOTAL:	51.46 *
	042524-J.GALAUNER	03/31/24	01	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			02	CERTIFICATION-REMUS		** COMMENT **	
			03	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			04	CERTIFICATION-GALAUNER		** COMMENT **	
			05	BSN#924941578-STAFF SHIRTS		79-795-56-00-5606	68.00
			06	BSN#924925891-SOCCER JERSEYS		79-795-56-00-5606	5,820.00
			07	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			08	CERTIFICATION-OVERTURF		** COMMENT **	
			09	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			10	CERTIFICATION-MARTINEK		** COMMENT **	
			11	BSN#924959705-FIELD MOUNDS		25-225-60-00-6010	1,650.00
			12	BSN#625048825-SOCCER JERSEYS		79-795-56-00-5606	1,434.00
			13	RUNNING AWARDS-PLAYOFF MEDALS		79-795-56-00-5606	1,140.00
						INVOICE TOTAL:	10,332.00 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-J.JACKSON	03/31/24	01	MENARDS#032024-GREASE GUNS,		52-520-56-00-5620	117.06
			02	COUPLER, GARBAGE BAGS, SOAP		** COMMENT **	
			03	MENARDS#022724-MAG TOOL HOLDER		52-520-56-00-5620	14.99
			04	SET		** COMMENT **	
						INVOICE TOTAL:	132.05 *
	042524-J.JENSEN	03/31/24	01	AMAZON-BADGE HOLDERS		01-210-56-00-5620	59.98
			02	KENDALL PRINT-ANNUAL REPORTS		01-210-54-00-5430	566.00
			03	HOME DEPO-WET/DRY VAC, TAPE		01-210-56-00-5620	160.36
			04	PARADISE-CAR WASH		01-210-54-00-5495	27.00
			05	AMAZON-CAMERA TRIPOD		01-210-56-00-5620	25.35
						INVOICE TOTAL:	838.69 *
	042524-J.NAVARRO	03/31/24	01	AMAZON-SOCKET EXTENDER,BULBS		24-216-56-00-5656	80.84
			02	AMAZON-REFUND WALL PLATE		25-205-60-00-6060	-9.80
			03	GRAINGER-CEILING FAN		24-216-56-00-5656	187.52
			04	HOME DEPO-PLUGBOOT RETURN		25-205-60-00-6060	-27.96
			05	AMAZON-RETURNED SOCKETS		24-216-56-00-5656	-80.84
			06	AMAZON-PAPER TOWELS		24-216-56-00-5656	72.42
			07	AMAZON-PAPER TOWELS		24-216-56-00-5656	105.57
			08	AMAZON-BULBS		24-216-56-00-5656	107.94
			09	AMPERAGE#2055463-MOGUL CORN		24-216-56-00-5656	95.91
			10	COB		** COMMENT **	
			11	AMPERAGE#2053907-LAMPS, MOGUL		24-216-56-00-5656	877.73
			12	CORN COBS		** COMMENT **	
			13	AMAZON-LAMP BASE ADAPTERS		24-216-56-00-5656	153.47
			14	TUBES		** COMMENT **	
			15	AMAZON-KEY TAGS		24-216-56-00-5656	31.52
			16	AMAZON-SOLENOID KIT		24-216-56-00-5656	227.70
						INVOICE TOTAL:	1,822.02 *
	042524-J.PETRAGALLO	03/31/24	01	MENARDS#031424-WATER		01-220-56-00-5620	29.90
						INVOICE TOTAL:	29.90 *
	042524-J.SLEEZER	03/31/24	01	AMAZON-SPRAY GUN, COPIER INK		52-520-56-00-5610	328.98
			02	AMAZON-PLOTTER PAPER		52-520-56-00-5610	79.99
						INVOICE TOTAL:	408.97 *
	042524-J.WEISS	03/31/24	01	DOLLAR TREE-PROGRAM SUPPLIES		82-000-24-00-2480	21.00
			02	TARGET-AUTHOR ILLUSTRATOR		82-820-56-00-5671	24.25
			03	SHOWCASE SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	45.25 *
	042524-J.WHEELER	03/31/24	01	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			02	CERTIFICATION		** COMMENT **	
						INVOICE TOTAL:	55.00 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-K.BALOG	03/31/24	01	AMAZON-POWER STRIP, MARKERS		01-210-56-00-5610	36.06
			02	NOTARY SERVICES-ONLINE NOTARY		01-210-54-00-5462	392.00
			03	TRAINING COURSE FOR BALOG,		** COMMENT **	
			04	DAVIS, NELSON, ENK, SOEBBING,		** COMMENT **	
			05	BOROWSKI, FISHER & HART		** COMMENT **	
			06	ACCURINT-FEB 2024 SEARCHES		01-210-54-00-5462	200.00
						INVOICE TOTAL:	628.06 *
	042524-K.BARKSDALE	03/31/24	01	ADOBE-CREATIVE CLOUD MONTHLY		01-220-54-00-5462	54.99
			02	FEE		** COMMENT **	
						INVOICE TOTAL:	54.99 *
	042524-K.JONES	03/31/24	01	LINDCO#240233P-PLOW LIGHT		01-410-56-00-5628	3,858.53
			02	LINDCO#240182P-HITCH		01-410-56-00-5628	261.81
			03	NEW HOLLAND-HARDWARE		01-410-56-00-5628	61.23
			04	ARNESON#238923-JAN 2024 GAS		01-410-56-00-5695	71.06
			05	ARNESON#238923-JAN 2024 GAS		51-510-56-00-5695	71.06
			06	ARNESON#238923-JAN 2024 GAS		52-520-56-00-5695	71.06
			07	ARNESON#246709-JAN 2024 GAS		01-410-56-00-5695	82.13
			08	ARNESON#246709-JAN 2024 GAS		51-510-56-00-5695	82.13
			09	ARNESON#246709-JAN 2024 GAS		52-520-56-00-5695	82.14
			10	WATER PRODUCTS-BAND REPAIR		51-510-56-00-5640	315.00
			11	CLAMPS		** COMMENT **	
			12	ARNESON#240397-JAN 2024 DIESEL		01-410-56-00-5695	143.90
			13	ARNESON#240397-JAN 2024 DIESEL		51-510-56-00-5695	143.90
			14	ARNESON#240397-JAN 2024 DIESEL		52-520-56-00-5695	143.89
			15	ARNESON#246708-JAN 2024 DIESEL		01-410-56-00-5695	174.91
			16	ARNESON#246708-JAN 2024 DIESEL		51-510-56-00-5695	174.90
			17	ARNESON#246708-JAN 2024 DIESEL		52-520-56-00-5695	174.90
			18	ARNESON#702769-HYDRAULIC OIL		01-410-56-00-5695	199.99
			19	ARNESON#702769-HYDRAULIC OIL		51-510-56-00-5695	200.00
			20	ARNESON#702769-HYDRAULIC OIL		52-520-56-00-5695	200.00
			21	LAWSON#9311253547-SCREWS,		01-410-56-00-5620	210.51
			22	NUTS, CUT OFF WHEELS, BOLTS		** COMMENT **	
			23	LAWSON#9311253547-SCREWS,		51-510-56-00-5620	210.51
			24	NUTS, CUT OFF WHEELS, BOLTS		** COMMENT **	
			25	LAWSON#9311253547-SCREWS,		52-520-56-00-5620	210.51
			26	NUTS, CUT OFF WHEELS, BOLTS		** COMMENT **	
			27	LAWSON#9311285928-BLADES		01-410-56-00-5620	527.73
			28	ARNESON#238924-JAN 2024 DIESEL		01-410-56-00-5695	455.22
			29	ARNESON#238924-JAN 2024 DIESEL		51-510-56-00-5695	455.23
			30	ARNESON#238924-JAN 2024 DIESEL		52-520-56-00-5695	455.23
			31	FIRST PLACE-FLOOR SCRUBBER		01-410-56-00-5640	82.98
			32	WATER PRODUCTS-BAND REPAIR		51-510-56-00-5640	544.50
			33	CLAMPS		** COMMENT **	

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-K.JONES	03/31/24	34	ARNESON#241857-FEB 2024 GAS		01-410-56-00-5695	209.78
			35	ARNESON#241857-FEB 2024 GAS		51-510-56-00-5695	209.77
			36	ARNESON#241857-FEB 2024 GAS		52-520-56-00-5695	209.77
			37	AMPERAGE#2046420-LAMPS, TORKS		23-230-56-00-5642	378.19
			38	AMPERAGE#2053490-LAMPS, TORKS		23-230-56-00-5642	524.82
			39	AMPERAGE#2053553-LAMPS		23-230-56-00-5642	20.98
			40	AMPERAGE#2053609-LAMPS		23-230-56-00-5642	63.02
			41	AMPERAGE#2053498-SHORTING CAP		23-230-56-00-5642	20.92
			42	ARNESON#241858-FEB 2024 DIESEL		01-410-56-00-5695	386.08
			43	ARNESON#241858-FEB 2024 DIESEL		51-510-56-00-5695	386.08
			44	ARNESON#241858-FEB 2024 DIESEL		52-520-56-00-5695	386.07
			45	FOX RIDGE#8198-GRAVEL		51-510-56-00-5640	215.00
			46	FOX RIDGE#8317-GRAVEL		51-510-56-00-5640	450.00
			47	MINER #350116-MAR 2024		01-410-54-00-5462	366.85
			48	MANAGED SERVICES RADIO		** COMMENT **	
			49	MINER #350116-MAR 2024		51-510-54-00-5462	430.65
			50	MANAGED SERVICES RADIO		** COMMENT **	
			51	MINER #350116-MAR 2024		52-520-54-00-5462	287.10
			52	MANAGED SERVICES RADIO		** COMMENT **	
			53	MINER #350116-MAR 2024		79-790-54-00-5462	510.40
			54	MANAGED SERVICES RADIO		** COMMENT **	
			55	ARNESON#241921-FEB 2024 GAS		01-410-56-00-5695	155.35
			56	ARNESON#241921-FEB 2024 GAS		51-510-56-00-5695	155.35
			57	ARNESON#241921-FEB 2024 GAS		52-520-56-00-5695	155.36
			58	ARNESON#241922-FEB 2024 DIESEL		01-410-56-00-5695	199.88
			59	ARNESON#241922-FEB 2024 DIESEL		51-510-56-00-5695	199.89
			60	ARNESON#241922-FEB 2024 DIESEL		52-520-56-00-5695	199.89
			61	WELDSTAR#2263698-CYLINDER		01-410-54-00-5485	79.36
			62	RENTAL		** COMMENT **	
			63	WIRE WIZ-APR 2024 ALARM		52-520-54-00-5444	46.00
			64	MONITORING AT LIFT STATIONS		** COMMENT **	
			65	WIRE WIZ-MAY-JUN 2024 ALARM		52-000-14-00-1400	92.00
			66	MONITORING AT LIFT STATIONS		** COMMENT **	
			67	ARNESON#247259-FEB 2024 GAS		01-410-56-00-5695	122.39
			68	ARNESON#247259-FEB 2024 GAS		51-510-56-00-5695	122.39
			69	ARNESON#247259-FEB 2024 GAS		52-520-56-00-5695	122.39
			70	ARNESON#247258-FEB 2024 DIESEL		01-410-56-00-5695	163.14
			71	ARNESON#247258-FEB 2024 DIESEL		51-510-56-00-5695	163.14
			72	ARNESON#247258-FEB 2024 DIESEL		52-520-56-00-5695	163.13
			73	ARNESON#247207-FEB 2024 GAS		01-410-56-00-5695	168.98
			74	ARNESON#247207-FEB 2024 GAS		51-510-56-00-5695	168.99
			75	ARNESON#247207-FEB 2024 GAS		52-520-56-00-5695	168.99
			76	ARNESON#247206-FEB 2024 DIESEL		01-410-56-00-5695	411.02
			77	ARNESON#247206-FEB 2024 DIESEL		51-510-56-00-5695	411.01
			78	ARNESON#247206-FEB 2024 DIESEL		52-520-56-00-5695	411.01

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-K.JONES	03/31/24	79	ARNESON#247644-MAR 2024 GAS		01-410-56-00-5695	281.83
			80	ARNESON#247644-MAR 2024 GAS		51-510-56-00-5695	281.83
			81	ARNESON#247644-MAR 2024 GAS		52-520-56-00-5695	281.83
			82	MINER#350829-APR 2024 MANAGED		01-410-54-00-5462	366.85
			83	SERVICES RADIO		** COMMENT **	
			84	MINER#350829-APR 2024 MANAGED		51-510-54-00-5462	430.65
			85	SERVICES RADIO		** COMMENT **	
			86	MINER#350829-APR 2024 MANAGED		52-520-54-00-5462	287.10
			87	SERVICES RADIO		** COMMENT **	
			88	MINER#350829-APR 2024 MANAGED		79-790-54-00-5462	510.40
			89	SERVICES RADIO		** COMMENT **	
			90	ARNESON#247643-MAR 2024 DIESEL		01-410-56-00-5695	279.54
			91	ARNESON#247643-MAR 2024 DIESEL		51-510-56-00-5695	279.54
			92	ARNESON#247643-MAR 2024 DIESEL		52-520-56-00-5695	279.55
			93	WATER PRODUCTS#0321408-BAND		51-510-56-00-5640	221.25
			94	REPAIR CLAMPS		** COMMENT **	
						INVOICE TOTAL:	22,100.47 *
	042524-KB.BLYSTONE	03/31/24	01	MSI TEST TRANSACTION		01-000-24-00-2440	1.00
			02	AMAZON-STAPLES		01-110-56-00-5610	26.52
			03	AMAZON-STAPLES		01-110-56-00-5610	29.18
			04	AMAZON-CLEANING DUSTER		01-110-56-00-5610	18.66
			05	AMAZON-WALL FILES, FOLDERS		01-110-56-00-5610	62.44
			06	AMAZON-STICKY NOTES, KEYBOARD		01-110-56-00-5610	66.81
			07	DRAWER		** COMMENT **	
			08	AMAZON-NAPKINS, FOLDERS, TABS,		01-110-56-00-5610	187.24
			09	FURNITURE RISERS, COPY PAPER		** COMMENT **	
						INVOICE TOTAL:	391.85 *
	042524-M,MCGREGORY	03/31/24	01	WELDSTAR-NITROGEN		51-510-56-00-5638	68.04
			02	MENARDS#031224-BLEACH		51-510-56-00-5620	21.54
			03	MENARDS#030624-SOCKET SET,		51-510-56-00-5630	75.98
			04	KODIAK KUB		** COMMENT **	
						INVOICE TOTAL:	165.56 *
	042524-M.CARLYLE	03/31/24	01	CARAHSOFT-UFED 4PC		25-205-60-00-6060	7,345.00
			02	KIT & SUBSCRIPTION		** COMMENT **	
			03	GJOVIKS#440012-OIL CHANGE		01-210-54-00-5495	40.00
			04	GJOVIKS#440031-REPLACE 4 TIRES		01-210-54-00-5495	1,960.04
			05	GJOVIKS#438706-REPLACE TIRES,		01-210-54-00-5495	1,421.14
			06	GJOVIKS#438464-REPLACE WHEEL		01-210-54-00-5495	658.53
			07	BEARINGS		** COMMENT **	
			08	MENARDS#032524-BEAM BLADE		01-210-54-00-5495	13.99
						INVOICE TOTAL:	11,438.70 *
	042524-M.CISIJA	03/31/24	01	AMAZON-KLEENEX, BINDERS		01-110-56-00-5610	104.17

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-M.CISIJA	03/31/24	02	AMAZON-PROTABLE MONITOR FOR		01-110-56-00-5610	82.87
			03	WORK FROM HOME		** COMMENT **	
			04	AMAZON-BADGE HOLDERS		01-110-56-00-5610	41.76
						INVOICE TOTAL:	228.80 *
	042524-M.CURTIS	03/31/24	01	JEWEL-BOOK & COOK SUPPLIES		82-000-24-00-2480	23.02
			02	WALMART-BINDERS		82-820-56-00-5610	9.77
						INVOICE TOTAL:	32.79 *
	042524-M.DONOVAN	03/31/24	01	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			02	CERTIFICATION		** COMMENT **	
						INVOICE TOTAL:	55.00 *
	042524-M.SENG	03/31/24	01	HOME DEPO-HEX KEY SET,TOOL OIL		01-410-56-00-5630	96.50
			02	ACE-NUTS, BOLTS		01-410-56-00-5620	14.64
			03	ACE-BOLTS		01-410-56-00-5620	6.57
						INVOICE TOTAL:	117.71 *
	042524-M.WARD	03/31/24	01	BRAVE BOOKS-BOOKS		84-840-56-00-5686	303.94
						INVOICE TOTAL:	303.94 *
	042524-P,SCODRO	03/31/24	01	AMAZON-SCREEN PROTECTOR		51-510-56-00-5620	25.94
			02	MENARDS#031424-HAND TRUCK,TARP		51-510-56-00-5638	145.40
			03	STRAPS, PAIL		** COMMENT **	
			04	MENARDS#032124-BATTERIES,		51-510-56-00-5620	27.56
			05	DUCT SEALING COMPOUND		** COMMENT **	
						INVOICE TOTAL:	198.90 *
	042524-P.MCMAHON	03/31/24	01	NEST-NEST AWARE MONTHLY FEE		01-210-54-00-5460	8.00
			02	GALLS-UNIFORM PANTS		01-210-56-00-5600	144.40
			03	GALLS-SERVICE UNIFORMS		01-210-56-00-5600	3,072.94
			04	GALLS-SERVICE UNIFORMS		01-210-56-00-5600	638.36
			05	GALLS-FLASHLIGHTS		01-210-56-00-5600	469.40
			06	BADGE&WALLET-BAR HOLDERS		01-210-56-00-5600	506.00
			07	AMAZON-CARDSTOCK		01-210-56-00-5610	26.98
			08	AMAZON-DIPLOMA HOLDERS		01-210-56-00-5610	29.99
			09	GALLS-SERVICE BOOTS		01-210-56-00-5600	148.96
			10	LOGO FACTORY-POLOS		01-210-56-00-5600	48.00
			11	GALLS-SERVICE BOOTS		01-210-56-00-5600	144.50
			12	GALLS-SERVICE PANTS		01-210-56-00-5600	141.00
			13	GALLS-SERVICE PANTS		01-210-56-00-5600	101.00
			14	WASH HOUSE-ALTERATIONS		01-210-56-00-5600	37.44
			15	GALLS-SAFETY BOOTS		01-210-56-00-5600	122.00
			16	STREICHERS-HATS		01-210-56-00-5600	859.70
						INVOICE TOTAL:	6,498.67 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-P.RATOS	03/31/24	01	MENARDS#022924-TAPE		01-220-56-00-5620	13.97
			02	AMAZON-OUTLET REPAIR TOOL KIT		01-220-56-00-5620	52.99
						INVOICE TOTAL:	66.96 *
	042524-R.CONARD	03/31/24	01	MENARDS#030724-SOCKET,		51-510-56-00-5630	60.95
			02	PLIERS, RATCHET, WRENCH ROLL		** COMMENT **	
			03	MENARDS#032624-DRIVE BIT SET		51-510-56-00-5630	21.34
			04	MENARDS#031424-COUPLER,		51-510-56-00-5620	51.31
			05	PLUGS, DUAL AIR CHUCK,		** COMMENT **	
			06	CONTRACTOR BAGS, AIR HOSE		** COMMENT **	
						INVOICE TOTAL:	133.60 *
	042524-R.FREDRICKSON	03/31/24	01	COMCAST-02/13-03/12 INTERNET		51-510-54-00-5440	119.85
			02	AT 610 TOWER WATER PLANT		** COMMENT **	
			03	COMCAST-02/15-03/14 INTERNET		79-795-54-00-5440	221.47
			04	AND CABLE AT 102 VAN EMMON		** COMMENT **	
			05	GFOA-ASSETT MANAGEMENT FOR		01-120-54-00-5412	210.00
			06	FINANCE OFFICERS VIRTUAL		** COMMENT **	
			07	TRAINING		** COMMENT **	
			08	GFOA-RT IF BUDGETING		01-120-54-00-5412	315.00
			09	COMMUNICATIONS VIRTUAL		** COMMENT **	
			10	TRAINING		** COMMENT **	
			11	GFOA-MASTERING PROCUREMENT		01-120-54-00-5412	40.00
			12	STRATEGIES FOR LOCAL		** COMMENT **	
			13	GOVERNMENT WEBINAR		** COMMENT **	
			14	GFOA-ILLINOIS GOVERNMENT		01-120-54-00-5412	120.00
			15	FINANCE PROFESSIONALS ADVANCED		** COMMENT **	
			16	ACADEMY II WEBINAR SERIES		** COMMENT **	
			17	NEWTEK-3/15-4/11 WEB HOSTING		01-640-54-00-5450	17.21
			18	COMCAST-2/29-3/28 PHONE,		79-790-54-00-5440	268.97
			19	CABLE AND INTERNET AT 185 WOLF		** COMMENT **	
			20	ST		** COMMENT **	
			21	COMCAST-3/1-3/29 INTERNET AT		52-520-54-00-5440	31.58
			22	610 TOWER		** COMMENT **	
			23	COMCAST-3/1-3/29 INTERNET AT		51-510-54-00-5440	78.95
			24	610 TOWER		** COMMENT **	
			25	COMCAST-3/1-3/29 INTERNET AT		01-410-54-00-5440	126.32
			26	610 TOWER		** COMMENT **	
			27	E-FILING GRAND-FILING 1095		01-120-54-00-5462	6.85
			28	FORMS		** COMMENT **	
						INVOICE TOTAL:	1,556.20 *
	042524-R.HORNER	03/31/24	01	AMAZON-AIR FILTERS		79-790-56-00-5640	31.97
						INVOICE TOTAL:	31.97 *
	042524-R.MIKOLASEK	03/31/24	01	I HOTEL-ILEAS TRAINING LODGING		01-210-54-00-5415	179.67
						INVOICE TOTAL:	179.67 *

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-S,.AUGUSTINE	03/31/24	01	YORK CHAMBER-MEBERSHIP RENEWAL		82-820-54-00-5460	125.00
			02	AMAZON-MERCHANDISE REFUND		82-000-24-00-2480	-4.98
			03	QUILL-TOILET PAPER, CLEANING		82-820-56-00-5621	502.37
			04	SPRAY, GARBAGE BAGS, SOAP		** COMMENT **	
			05	QUILL-TONER, DIVIDERS		82-820-56-00-5610	565.45
			06	ZOOM-3/9/24-3/8/25 USER FEES		82-820-54-00-5460	159.90
			07	AMAZON-LRT PRIZES		82-000-24-00-2480	107.31
			08	SWANK-4/1-12/31 COPYRIGHT		82-820-54-00-5460	333.00
			09	COMPLIANCE SITE LICENSE		** COMMENT **	
			10	TRIBUNE-SUBSCRIPTION RENEWAL		82-820-54-00-5460	324.00
			11	AMAZON MONTHLY PRIME FEE		82-820-54-00-5460	14.99
			12	STATION ONE-LTR GIFT CARD		82-000-24-00-2480	25.00
			13	GRACE-LTR GIFT CARD		82-000-24-00-2480	25.00
			14	CRAFTD-LTR GIFT CARD		82-000-24-00-2480	50.00
			15	AMAZON-LAMINATING POUCHES		82-820-56-00-5671	35.00
			16	AMAZON-KIDS MONTHLY SUPPLIES		82-000-24-00-2480	48.42
			17	QUILL-TONER		82-820-56-00-5610	441.29
						INVOICE TOTAL:	2,751.75 *
	042524-S.IWANSKI	03/31/24	01	YORK POST-POSTAGE		82-820-54-00-5452	55.44
						INVOICE TOTAL:	55.44 *
	042524-S.MENDEZ	03/31/24	01	AMAZON-WIRELESS MOUSE		01-220-56-00-5620	43.29
						INVOICE TOTAL:	43.29 *
	042524-S.REDMON	04/11/24	01	HEARTSMART-AED REPLACEMENTS		25-225-60-00-6010	1,049.00
			02	FUN EXPRESS-EASTER SUPPLIES		79-795-56-00-5606	274.74
			03	CLEANERS-BUNNY COSTUME		79-795-56-00-5606	26.85
			04	AMAZON-EASTER SUPPLIES		79-795-56-00-5606	193.57
			05	AMAZON-EASTER SUPPLIES		79-795-56-00-5606	65.90
			06	AT&T-2/24-3/23 INTERNET FOR		79-795-54-00-5440	104.70
			07	TOWN SQUARE PARK SIGN		** COMMENT **	
			08	AMAZON-ST PATRICK SWEATSHIRTS		79-795-56-00-5606	213.30
			09	RUNCO-WIPES,TAPE		79-795-56-00-5606	64.92
			10	RUNCO-PAPER		79-795-56-00-5606	137.97
			11	RUNCO-HAND TOWELS		79-795-56-00-5640	34.97
			12	AMAZON-CONFETTI		79-795-56-00-5606	13.98
			13	AMAZON-ST PATRICKS COSTUME		79-795-56-00-5606	39.90
			14	AMAZON-STICKERS, TISSUE PAPER		79-795-56-00-5606	28.96
			15	WONDER IDEA-CATALOG DISPLAY		79-795-54-00-5462	299.00
			16	SOFTWARE		** COMMENT **	
			17	ARNESON#246224-JAN 2024 GAS		79-790-56-00-5695	155.04
			18	ARNESON#247208-FEB 2024 GAS		79-790-56-00-5695	167.93
			19	ARNESON#247260-FEB 2024 GAS		79-790-56-00-5695	202.11
			20	ARNESON#237451-OCT 2023 GAS		79-790-56-00-5695	246.04

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-S.REDMON	04/11/24	21	AMAZON-RETURNED COSTUME		79-795-56-00-5606	-35.91
			22	MENARDS#031224-SAFETY VEST,		79-795-56-00-5606	82.09
			23	SCISSORS, HANGERS		** COMMENT **	
			24	WALMART-CANDY		79-795-56-00-5606	49.90
			25	WALMART-CANDY, WATER		79-795-56-00-5606	103.42
			26	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			27	CERTIFICATION		** COMMENT **	
			28	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			29	CERTIFICATION-HERNANDEZ		** COMMENT **	
			30	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			31	CERTIFICATION-ANDERSON		** COMMENT **	
			32	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			33	CERTIFICATION-SCOTT		** COMMENT **	
			34	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			35	CERTIFICATION-WOLF		** COMMENT **	
			36	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			37	CERTIFICATION-SMITH		** COMMENT **	
			38	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			39	CERTIFICATION-HORNER		** COMMENT **	
			40	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			41	CERTIFICATION-HOULE		** COMMENT **	
			42	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			43	CERTIFICATION-SLEEZER		** COMMENT **	
			44	ILLINOIS SAFETY-CPR		79-790-54-00-5412	55.00
			45	CERTIFICATION-KLEEFISCH		** COMMENT **	
			46	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			47	CERTIFICATION-EVANS		** COMMENT **	
			48	KC RECORD-SUBSCRIPTION RENEWAL		79-795-54-00-5460	78.00
			49	TARGET-BALLOON PUMP		79-795-56-00-5606	4.00
			50	AMAZON-BLACKOUT CURTAINS		79-795-56-00-5606	51.82
			51	RUNCO-LABELS, BINDER CLIPS		79-795-56-00-5610	70.80
			52	HOMEBASE-RENEW SCHEDULING APP		79-795-54-00-5462	240.00
			53	AMAZON-EASTER EGGS		79-795-56-00-5606	66.97
			54	ARNESON#247646-MAR 2024 DIESEL		79-790-56-00-5695	102.45
			55	ARNESON#247645-MAR 2024 GAS		79-790-56-00-5695	538.96
			56	ARNESON#248469-MAR 2024 GAS		79-790-56-00-5695	604.69
			57	AMAZON-WIRELESS MOUSE		79-795-56-00-5610	31.98
			58	QUADIENT-APR 2024 LEASE		79-795-54-00-5485	24.13
			59	QUADIENT-MAY-JUN 2024 LEASE		79-000-14-00-1400	45.29
			60	HOMER-VARIOUS TREE AND GROUNDS		79-790-54-00-5495	9,350.00
			61	WORK		** COMMENT **	
			62	AMERICAN RED CROSS-CPR/FIRST		79-795-54-00-5412	37.00
			63	AID ONLINE COURSE-REDMON		** COMMENT **	
						INVOICE TOTAL:	15,369.47 *
	042524-S.REMUS	03/31/24	01	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24		
	042524-S.REMUS	03/31/24	02	TRAINING-IHRIG		** COMMENT **	
			03	FOAM PARTY ALL STARS-JUNE 6		79-000-14-00-1400	100.00
			04	BEACH PARTY		** COMMENT **	
			05	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			06	TRAINING-BARBANENTE		** COMMENT **	
			07	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			08	TRAINING-LOECHL		** COMMENT **	
			09	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			10	TRAINING-SOMMERFIELD		** COMMENT **	
			11	DUNKIN-ST PAT VOLUNTEER DONUTS		79-795-56-00-5606	61.07
			12	TARGET-BULLSEYES		79-795-56-00-5606	36.00
			13	JEWEL-ST PATS BALLOONS		79-795-56-00-5606	19.98
			14	TARGET-WATER		79-795-56-00-5606	12.00
						INVOICE TOTAL:	449.05 *
	042524-S.SENDRA	03/31/24	01	AMAZON-PRESCHOOL CURRICULUM		79-795-56-00-5606	49.30
			02	SUPPLIES		** COMMENT **	
			03	AMAZON-PRESCHOOL CURRICULUM		79-795-56-00-5606	110.77
			04	SUPPLIES		** COMMENT **	
			05	DOLLAR TREE-POMPOMS		79-795-56-00-5606	6.25
			06	AMAZON-CONSTRUCTION PAPER		79-795-56-00-5606	19.52
			07	AMAZON-KEY RINGS, SHRINKY		79-795-56-00-5606	76.79
			08	DINKS, BALLOONS, RUBBER BANDS		** COMMENT **	
			09	AMAZON-PAINTS, POMPOMS, FELT		79-795-56-00-5606	81.94
			10	BEES		** COMMENT **	
			11	WALMART-PARCHMENT PAPER, BAGS		79-795-56-00-5606	28.76
			12	ILLINOIS SAFETY-CPR		79-795-54-00-5412	55.00
			13	CERTIFICATION		** COMMENT **	
						INVOICE TOTAL:	428.33 *
	042524-S.SLEEZER	03/31/24	01	R&P CARRIAGES-TRAILER PARTS		79-790-56-00-5640	170.97
			02	CONSERV FS-TURF, CHALK		79-790-56-00-5646	12,156.00
			03	GROUND EFFECTS-PLAYMAT		79-790-56-00-5640	1,624.00
			04	RUSSO-KOMBI MOTOR, CULTIVATOR,		79-790-56-00-5630	1,352.00
			05	POWER SWEEP ATTACHMENT,		** COMMENT **	
			06	BACKPACK BLOWER		** COMMENT **	
			07	GROUND EFFECTS-BOULDERS		79-790-56-00-5640	5.29
						INVOICE TOTAL:	15,308.26 *
	042524-S.STROUP	03/31/24	01	FBI LEEDA-MEMBERSHIP RENEWAL		01-210-54-00-5460	50.00
			02	AURORA UNIVERSITY-SPRING 2024		01-210-54-00-5410	1,206.00
			03	TUITION		** COMMENT **	
						INVOICE TOTAL:	1,256.00 *
	042524-T.EVANS	03/31/24	01	ARC-CPR TRAINING-EVANS		79-795-54-00-5412	37.00
						INVOICE TOTAL:	37.00 *

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 24

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900145	FNBO FIRST NATIONAL BANK OMAHA				04/25/24			
	042524-T.HOULE	03/31/24	01	BDK DOOR-REPAIR BROKEN SPRING		79-790-54-00-5495	497.00	
			02	BDK DOOR-REPAIR BROKEN SPRING		79-790-54-00-5495	2,425.00	
			03	MENARDS#032224-MASONARY SEAL,		79-790-56-00-5620	41.03	
			04	WIRE PLUG, SYRINGE		** COMMENT **		
			05	MENARDS#032224-WINDING BARS		79-790-56-00-5630	16.74	
			06	FLATSOS#30750-VALVE STEM		79-790-54-00-5495	20.00	
			07	NSCD-ROLLER, HINGES		79-790-56-00-5620	387.48	
			08	NAPA#361449-ROCKER		79-790-56-00-5640	5.01	
			09	NAPA#361501-ROCKER		79-790-56-00-5640	5.01	
			10	AMAZON-ROUNDUP		79-790-56-00-5640	2,349.75	
			11	NAPA#361843-HOOD LIFT SUPPORT		79-790-56-00-5640	50.06	
			12	AMAZON-PICK UP TOOL		79-790-56-00-5630	111.20	
			13	AMAZON-REACHER		79-790-56-00-5630	88.62	
			14	AMAZON-WINDING BAR TOOL		79-790-56-00-5630	48.74	
						INVOICE TOTAL:	6,045.64 *	
	042524-T.MILSCHEWSKI	03/31/24	01	MENARDS#032624-DUCT CAP		24-216-56-00-5656	6.99	
			02	MENARDS#032524-CABLE TIES,TAPE		24-216-56-00-5656	20.77	
			03	MENARDS#031524-PRIMER,		24-216-56-00-5656	13.98	
			04	STRIPPING DISC		** COMMENT **		
			05	MENARDS#030624-LADDER		24-216-56-00-5656	139.00	
			06	MENARDS#030624-REBATES USED		24-216-56-00-5656	-91.23	
			07	MENARDS#030624-CRIMPER,		24-216-56-00-5656	37.97	
			08	REDUCERS		** COMMENT **		
			09	MENARDS#032024-COARSE SALT		24-216-56-00-5656	55.92	
			10	HOME DEPO-DOOR SWEEP		24-216-56-00-5656	32.79	
			11	MENARDS#030624-RETURN CRIMPER		24-216-56-00-5656	-24.99	
			12	MENARDS#030524-PIPE, HOLE SAW		24-216-56-00-5656	71.06	
			13	MENARDS#022924-SPRAY HEAD		24-216-56-00-5656	12.99	
			14	MENARDS#022724-VINEGAR, BAKING		24-216-56-00-5656	15.26	
			15	SODA		** COMMENT **		
						INVOICE TOTAL:	290.51 *	
	042524-T.SCOTT	03/31/24	01	MENARDS#031424-WASHERS		79-790-56-00-5640	26.30	
			02	MENARDS#031324-CONCRETE MIX		79-790-56-00-5620	985.60	
			03	FUNKS-BACKING PLATE		79-790-56-00-5640	67.95	
						INVOICE TOTAL:	1,079.85 *	
						CHECK TOTAL:		129,193.21
						TOTAL AMOUNT PAID:		129,193.21

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540417	AACVB AURORA AREA CONVENTION						
	03/24-HAMPTON	04/25/24	01	MAR 2024 HAMPTON INN HOTEL TAX	01-640-54-00-5481		2,863.68
					INVOICE TOTAL:		2,863.68 *
	03/24-SUNSET	04/22/24	01	MAR 2024 SUNSET HOTEL TAX	01-640-54-00-5481		8.10
					INVOICE TOTAL:		8.10 *
	03/24-SUPER-2	04/30/24	01	MAR 2024 SUPER 8 HOTEL TAX	01-640-54-00-5481		945.00
			02	FROM NEW OWNERS	** COMMENT **		
					INVOICE TOTAL:		945.00 *
					CHECK TOTAL:		3,816.78
540418	ABATIX ABATIX CORP						
	3888792	04/29/24	01	FULL BODY HARNESS	51-510-56-00-5638		318.63
					INVOICE TOTAL:		318.63 *
					CHECK TOTAL:		318.63
540419	ADVAAUTO ADVANCED AUTOMATION & CONTROLS						
	24-4461	04/30/24	01	REPLACED BATTERY AT KENNEDY	51-510-54-00-5445		240.00
			02	STATION	** COMMENT **		
					INVOICE TOTAL:		240.00 *
					CHECK TOTAL:		240.00
540420	ADVDROOF ADVANCED ROOFING INC.						
	2142	04/18/24	01	REPLACED WIND DAMAGED SHINGLES	24-216-54-00-5446		547.31
					INVOICE TOTAL:		547.31 *
					CHECK TOTAL:		547.31
540421	ALLSTAR ALL STAR SPORTS INSTRUCTION						

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540421	ALLSTAR	ALL STAR SPORTS INSTRUCTION							
	243006		04/22/24	01	SPRING 2024 SPORTS INSTRUCTION	79-795-54-00-5462		3,975.00	
						INVOICE TOTAL:		3,975.00	*
						CHECK TOTAL:		3,975.00	
540422	ALTORFER	ALTORFER INDUSTRIES, INC							
	P6AC0097689		04/02/24	01	FREIGHT CHARGES	52-520-56-00-5628		18.75	
						INVOICE TOTAL:		18.75	*
	P6AC0098648		04/15/24	01	HOSE BOTTOM	01-410-56-00-5628		32.64	
						INVOICE TOTAL:		32.64	*
						CHECK TOTAL:		51.39	
540423	ANDERSJA	JARED ANDERSON							
	050124		05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:		45.00	
540424	ASHMOREE	EARL ASHMORE							
	042324		04/23/24	01	REFEREE	79-795-54-00-5462		100.00	
						INVOICE TOTAL:		100.00	*
						CHECK TOTAL:		100.00	
540425	ATLAS	ATLAS BOBCAT							
	BW7473		04/13/24	01	RELIEF CHECK VALVE	01-410-56-00-5628		285.91	
						INVOICE TOTAL:		285.91	*
						CHECK TOTAL:		285.91	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540426	AURORA	CITY OF AURORA							
	228013		04/17/24	01	MARCH WATER PRODUCTION TESTS	51-510-54-00-5429		175.00	
						INVOICE TOTAL:		175.00	*
						CHECK TOTAL:		175.00	
540427	BEHLANDJ	JORI BEHLAND							
	040524-TRVL		04/26/24	01	MUNICIPAL CLERKS OF ILLINOIS	01-110-54-00-5415		181.44	
				02	SPRING SEMINAR TRAVEL	** COMMENT **			
				03	REIMBURSEMENTS AND MEAL PER	** COMMENT **			
				04	DIEMS	** COMMENT **			
						INVOICE TOTAL:		181.44	*
	050124		05/01/24	01	APR 2024 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
	MCI MBRSHP		04/25/24	01	REIMBURSEMENT FOR MUNICIPAL	01-110-54-00-5460		65.00	
				02	CLERK OF ILLINOIS MEMBERSHIP	** COMMENT **			
						INVOICE TOTAL:		65.00	*
	SEMINAR FEE		04/25/24	01	MUNICIPAL CLERKS OF ILLINOIS	01-110-54-00-5412		45.00	
				02	SPRING SEMINAR REGISTRATION	** COMMENT **			
				03	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:		336.44	
540428	BEYERD	DWAYNE F BEYER							
	041824		04/18/24	01	UMPIRE	79-795-54-00-5462		126.00	
						INVOICE TOTAL:		126.00	*
						CHECK TOTAL:		126.00	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540429	BFCONSTR	B&F CONSTRUCTION CODE SERVICES						
	19196	04/29/24	01	MARCH 2024 INSPECTIONS	01-220-54-00-5459		4,080.00	
					INVOICE TOTAL:		4,080.00	*
					CHECK TOTAL:		4,080.00	
D003395	BLYSTONB	BOBBIE BLYSTONE						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-110-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
540430	BRISBOND	DANA XAVIER BRISBON						
	041324	04/13/24	01	REFEREE	79-795-54-00-5462		300.00	
					INVOICE TOTAL:		300.00	*
	042024	04/20/24	01	REFEREE	79-795-54-00-5462		350.00	
					INVOICE TOTAL:		350.00	*
	042324	04/23/24	01	REFEREE	79-795-54-00-5462		150.00	
					INVOICE TOTAL:		150.00	*
	042524	04/25/24	01	REFEREE	79-795-54-00-5462		100.00	
					INVOICE TOTAL:		100.00	*
					CHECK TOTAL:		900.00	
D003396	BROWND	DAVID BROWN						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540431	CALHOUNC CAMDEN CALHOUN							
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		35.00	
					INVOICE TOTAL:		35.00	*
					CHECK TOTAL:		35.00	
540432	CALLONE PEERLESS NETWORK, INC							
	37510-NORTEL	11/15/23	01	11/15-12/14 CITY HALL NORTEL	51-510-54-00-5440		1,038.35	
			02	11/15-12/14 CITY HALL NORTEL	01-110-54-00-5440		2,076.70	
					INVOICE TOTAL:		3,115.05	*
	48839	04/15/24	01	04/15-05/14 ADMIN LINES	01-110-54-00-5440		234.86	
			02	04/15-05/14 PD LINES	01-210-54-00-5440		218.50	
			03	04/15-05/14 PW LINES	51-510-54-00-5440		5,529.99	
			04	04/15-05/14 CITY HALL NORTELL	01-110-54-00-5440		21.08	
			05	04/15-05/14 CITY HALL NORTELL	51-510-54-00-5440		21.08	
			06	04/15-05/14 CITY HALL NORTELL	01-110-54-00-5440		21.08	
			07	04/15-05/14 SEWER DEPT LINES	52-520-54-00-5440		252.40	
			08	04/15-05/14 RECREATION LINES	79-795-54-00-5440		248.08	
			09	04/15-05/14 TRAFFIC SIGNAL	01-410-54-00-5435		66.64	
			10	MAINTENANCE	** COMMENT **			
					INVOICE TOTAL:		6,613.71	*
					CHECK TOTAL:		9,728.76	
540433	CARUSOC CALI CARUSO							
	041024-PER DIEM	04/10/24	01	BENEATH THE BODY ARMOR	01-210-54-00-5415		15.00	
			02	TRAINING MEAL PER DIEM	** COMMENT **			
					INVOICE TOTAL:		15.00	*
					CHECK TOTAL:		15.00	
540434	CENTRALL CENTRAL LIMESTONE COMPANY, INC							

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540434	CENTRALL CENTRAL LIMESTONE COMPANY, INC							
	37326	04/08/24	01	GRAVEL	51-510-56-00-5640		65.04	
					INVOICE TOTAL:		65.04	*
					CHECK TOTAL:		65.04	
540435	COMED COMMONWEALTH EDISON							
	1709169000-0324	04/03/24	01	03/06-04/03 RT34 & AUTUMN CRK	23-230-54-00-5482		259.45	
					INVOICE TOTAL:		259.45	*
	1870344000-0324	04/03/24	01	03/06-04/03 105 COUNTRYSIDE PK	79-795-54-00-5480		30.67	
					INVOICE TOTAL:		30.67	*
	2536492222-0324	04/05/24	01	03/06-04/03 46 SARAVANOS PUMP	52-520-54-00-5480		270.10	
					INVOICE TOTAL:		270.10	*
	8273737000-0324	04/04/24	01	03/07-04/04 104 E VAN EMMON	01-110-54-00-5480		391.93	
					INVOICE TOTAL:		391.93	*
					CHECK TOTAL:		952.15	
D003397	CONARDR RYAN CONARD							
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT				
	** COMMENT **							
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
D003398	CONFORTM MASON CONFORTI							
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		215.00	
					INVOICE TOTAL:		215.00	*
					DIRECT DEPOSIT TOTAL:		215.00	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540436	COREMAIN	CORE & MAIN LP					
	U504943	03/08/24	01	50 BACKBLOW METERS	51-510-56-00-5664		6,940.00
					INVOICE TOTAL:		6,940.00 *
	U649228	04/03/24	01	RECHARGABLE BATTERY	51-510-56-00-5664		387.92
					INVOICE TOTAL:		387.92 *
	U698189	04/12/24	01	BACKFLOW METERS, COUPLING	51-510-56-00-5664		8,249.44
					INVOICE TOTAL:		8,249.44 *
					CHECK TOTAL:		15,577.36
D003399	CULLENT	TREVOR CULLEN					
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					DIRECT DEPOSIT TOTAL:		125.00
D003400	DHUSEE	DHUSE, ERIC					
	041624	04/16/24	01	WATERCON LAKE MICHIGAN	51-510-54-00-5415		154.06
			02	PRESERVATION MEETING MILEAGE	** COMMENT **		
			03	AND PARKING REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		154.06 *
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2024 MOBILE EMAIL	01-410-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	APR 2024 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		199.06

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540437	DIRENRGY DIRECT ENERGY BUSINESS							
	1704705-241020054124	04/11/24	01	03/04-03/31 KENNEDY & MCHUGH	23-230-54-00-5482		111.10	
					INVOICE TOTAL:		111.10	*
	1704707-240930054048	04/02/24	01	02/22-03/21 KENNEDY & RT47	23-230-54-00-5482		1,478.95	
					INVOICE TOTAL:		1,478.95	*
	1704708-241060054145	04/15/24	01	03/05-04/01 1850 MARKETVIEW	23-230-54-00-5482		98.88	
					INVOICE TOTAL:		98.88	*
	1704709-241070054155	04/16/24	01	03/05-04/01 7 COUNTRYSIDE PKWY	23-230-54-00-5482		168.75	
					INVOICE TOTAL:		168.75	*
	1704710-241020054124	04/11/24	01	03/04-03/31 VAN EMMON LOT	23-230-54-00-5482		17.93	
					INVOICE TOTAL:		17.93	*
	1704712-240930054048	04/02/24	01	02/22-03/21 421 POPLAR	23-230-54-00-5482		6,750.63	
					INVOICE TOTAL:		6,750.63	*
	1704712-241200054246	04/29/24	01	03/21-04/19 421 POPLAR	23-230-54-00-5482		6,480.74	
					INVOICE TOTAL:		6,480.74	*
	1704714-241070054155	04/16/24	01	03/05-04/1 MCHUGH ROAD	23-230-54-00-5482		107.75	
					INVOICE TOTAL:		107.75	*
	1704716-270700541555	04/16/24	01	03/05-04/02 1 COUNTRYSIDE PKWY	23-230-54-00-5482		213.75	
					INVOICE TOTAL:		213.75	*
	1704717-240940054057	04/03/24	01	02/12-03/21 ROSENWINKLE & RT47	23-230-54-00-5482		67.15	
					INVOICE TOTAL:		67.15	*
	1704717-241170054237	04/26/24	01	03/22-04/15 RT47 & ROSENWINKLE	23-230-54-00-5482		43.32	
					INVOICE TOTAL:		43.32	*
	1704718-241100054184	04/19/24	01	03/11-04/09 RT34 & CANNONBALL	23-230-54-00-5482		21.18	
					INVOICE TOTAL:		21.18	*

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540437	DIRENRGY DIRECT ENERGY BUSINESS						
	1704719-240990054090	04/08/24	01	02/29-03/28 SUNSET & LEASURE	23-230-54-00-5482		2,604.92
					INVOICE TOTAL:		2,604.92 *
	1704721-241070054155	04/16/24	01	03/05-04/1 610 TOWER WELLS	51-510-54-00-5480		9,164.92
					INVOICE TOTAL:		9,164.92 *
	1704722-241030054134	04/12/24	01	03/04-03/31 2921 BRISTOL RDG	51-510-54-00-5480		6,043.70
					INVOICE TOTAL:		6,043.70 *
	1704723-241060054145	04/15/24	01	03/04-03/31 2224 TREMONT	51-510-54-00-5480		8,369.12
					INVOICE TOTAL:		8,369.12 *
	1704724-241010054109	04/10/24	01	02/22-03/26 3299 LEHMAN CR	51-510-54-00-5480		9,123.20
					INVOICE TOTAL:		9,123.20 *
	170715-2409300540485	04/02/24	01	2/22-3/21 998 WHITE PLAINS	23-230-54-00-5482		9.67
					INVOICE TOTAL:		9.67 *
					CHECK TOTAL:		50,875.66
D003401	DLK DLK, LLC						
	276	04/30/24	01	APR 2024 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,750.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,750.00 *
					DIRECT DEPOSIT TOTAL:		9,750.00
540438	DONOVANM MICHAEL DONOVAN						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540439	EARTHMVR EARTHMOVER CREDIT UNION						
	041524	04/15/24	01	DOCUMENT SHREDDING	01-210-56-00-5650		675.00
					INVOICE TOTAL:		675.00 *
					CHECK TOTAL:		675.00
540440	ELENBAAJ JOHN ELENBAAS						
	042724	04/27/24	01	REFEREE	79-795-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
540441	ENCODE ENCODE PLUS, LLC						
	2655	04/17/24	01	ANNUAL SOFTWARE LICENSING	01-220-54-00-5462		5,250.00
					INVOICE TOTAL:		5,250.00 *
					CHECK TOTAL:		5,250.00
D003402	EVANST TIM EVANS						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2024 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540442	EVINST W. THOMAS EVINS						
	042424	04/24/24	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540443	FIRSTNET AT&T MOBILITY						
	287313454005X0403202	03/25/24	01	02/26-03/25 MOBILE DEVICES	01-220-54-00-5440		42.19
			02	02/26-03/25 MOBILE DEVICES	51-510-54-00-5440		42.19
			03	02/26-03/25 MOBILE DEVICES	01-110-54-00-5440		66.95
			04	02/26-03/25 MOBILE DEVICES	01-210-54-00-5440		837.85
			05	02/26-03/25 MOBILE DEVICES	79-795-54-00-5440		42.19
					INVOICE TOTAL:		1,031.37 *
					CHECK TOTAL:		1,031.37
540444	FIRSTNET AT&T MOBILITY						
	287313454207X0403202	03/25/24	01	02/26-03/25 MOBILE DEVICES	01-220-54-00-5440		253.14
			02	02/26-03/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	02/26-03/25 MOBILE DEVICES	79-795-54-00-5440		156.86
			04	02/26-03/25 MOBILE DEVICES	51-510-54-00-5440		235.29
			05	02/26-03/25 MOBILE DEVICES	52-520-54-00-5440		72.48
					INVOICE TOTAL:		754.01 *
					CHECK TOTAL:		754.01
540445	FOXRIDGE FOX RIDGE STONE						
	8442	04/06/24	01	GRAVEL	51-510-56-00-5640		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
D003403	FREDRICR ROB FREDRICKSON						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540446	FRNKMRSH FRANK MARSHALL						
	91980	04/08/24	01	TROUBLESHOOT LIBRARY BOILER	82-820-54-00-5495		423.00
			02	ISSUES	** COMMENT **		
					INVOICE TOTAL:		423.00 *
					CHECK TOTAL:		423.00
540447	FVFS FOX VALLEY FIRE & SAFETY						
	IN00678907	04/18/24	01	610 TOWER HYDRO TESTING	51-510-54-00-5462		381.75
					INVOICE TOTAL:		381.75 *
					CHECK TOTAL:		381.75
D003404	GALAUNEJ JAKE GALAUNER						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540448	GFOA GOVERNMENT FINANCE OFFICERS						
	00017099	10/20/23	01	CERTIFICATE OF ACHIEVEMENT	01-120-54-00-5462		530.00
			02	REVIEW FEE FY2023	** COMMENT **		
					INVOICE TOTAL:		530.00 *
					CHECK TOTAL:		530.00
540449	GROOT GROOT INC						
	12268591T102	04/01/24	01	MAR 2024 REFUSE SERVICE	01-540-54-00-5442		143,815.97
			02	MAR 2024 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,984.22
					INVOICE TOTAL:		147,800.19 *
					CHECK TOTAL:		147,800.19

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540450	GROUND	GROUND EFFECTS INC.					
	492405-000	04/17/24	01	DIRT, STRAW BLANKET	51-510-56-00-5640		156.55
					INVOICE TOTAL:		156.55 *
	492409-000	04/17/24	01	DIRT	51-510-56-00-5640		120.00
					INVOICE TOTAL:		120.00 *
	492415-000	04/17/24	01	DIRT	51-510-56-00-5640		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		396.55
540451	GSLSPORT	BIG DAWG ATHLETICS LLC					
	1	04/13/24	01	SPRING SOFTBALL LEAGUE FEE	79-795-54-00-5462		255.00
					INVOICE TOTAL:		255.00 *
					CHECK TOTAL:		255.00
540452	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000529	04/29/24	01	APR 2024 MYGOVHUB FEES	01-120-54-00-5462		103.36
			02	APR 2024 MYGOVHUB FEES	51-510-54-00-5462		155.04
			03	APR 2024 MYGOVHUB FEES	52-520-54-00-5462		45.60
					INVOICE TOTAL:		304.00 *
					CHECK TOTAL:		304.00
D003405	HENNED	DURK HENNE					
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003406	HERNANDA ADAM HERNANDEZ						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003407	HERNANDN NOAH HERNANDEZ						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003408	HIXH HAROLD HIX						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					DIRECT DEPOSIT TOTAL:		75.00
D003409	HORNERR RYAN HORNER						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003410	HOULEA ANTHONY HOULE						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540453	HUMBERSC CARTER HUMBERS							
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		35.00	
					INVOICE TOTAL:		35.00	*
					CHECK TOTAL:		35.00	
540454	HUNTR RUSSEL J. HUNT							
	041324	04/13/24	01	REFEREE	79-795-54-00-5462		250.00	
					INVOICE TOTAL:		250.00	*
					CHECK TOTAL:		250.00	
540455	IDNETWOR ID NETWORKS							
	282074	03/01/24	01	LIVESCAN SERVICE MAINTENANCE	01-210-54-00-5462		1,995.00	
			02	FEE ** COMMENT **				
					INVOICE TOTAL:		1,995.00	*
					CHECK TOTAL:		1,995.00	
540456	ILPD4778 ILLINOIS STATE POLICE							
	20240304790	03/31/24	01	LIQUOR BACKGROUND CHECKS	01-110-54-00-5462		84.75	
					INVOICE TOTAL:		84.75	*
					CHECK TOTAL:		84.75	
540457	ILPD4811 ILLINOIS STATE POLICE							
	033124-4811	03/31/24	01	MOBILE VENDOR BACKGROUND CHECK	01-110-54-00-5462		28.25	
			02	SOLICITOR BACKGROUND CHECK	01-110-54-00-5462		28.25	
			03	CLEANING BACKGROUND CHECK	01-110-54-00-5462		28.25	
			04	BACKGROUND CHECKS	79-795-54-00-5462		1,553.75	
					INVOICE TOTAL:		1,638.50	*
					CHECK TOTAL:		1,638.50	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540458	INGEMUNS INGEMUNSON LAW OFFICES LTD							
	12151	04/01/24	01	3/4/24 ADMIN HEARING	01-210-54-00-5467		150.00	
					INVOICE TOTAL:		150.00	*
	12244	05/01/24	01	1/3/24 ADMIN HEARING	01-210-54-00-5467		150.00	
					INVOICE TOTAL:		150.00	*
	12245	05/01/24	01	4/1/24 ADMIN HEARING	01-210-54-00-5467		150.00	
					INVOICE TOTAL:		150.00	*
					CHECK TOTAL:		450.00	
540459	INTERDEV INTERDEV, LLC							
	LIC-1044249	04/30/24	01	APR 2024 ACTIVE STORAGE	01-640-54-00-5450		270.00	
			02	LICENSING	** COMMENT **			
					INVOICE TOTAL:		270.00	*
	MSP-1044247	04/30/24	01	APR 2024 MONTHLY IT BILLING	01-640-54-00-5450		18,298.00	
					INVOICE TOTAL:		18,298.00	*
	SEC-1044275	04/30/24	01	APR 2024 DUO SECURITY BILLING	01-640-54-00-5450		1,240.54	
					INVOICE TOTAL:		1,240.54	*
					CHECK TOTAL:		19,808.54	
D003411	JACKSONJ JAMIE JACKSON							
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
540460	JENKINSL LANDON JENKINS							

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540460	JENKINSL LANDON JENKINS							
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		35.00	
					INVOICE TOTAL:		35.00	*
					CHECK TOTAL:			35.00
540461	JIMSTRCK JIM'S TRUCK INSPECTION LLC							
	203043	04/12/24	01	TRUCK INSPECTION	01-410-54-00-5490		46.00	
					INVOICE TOTAL:		46.00	*
					CHECK TOTAL:			46.00
D003412	JOHNGEOR GEORGE JOHNSON							
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	51-510-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	APR 2024 MOBILE EMAIL	52-520-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
540462	JULIE JULIE, INC.							
	2024-1981-033124	03/31/24	01	JAN-MAR 2024 LOCATING ACTIVITY	51-510-54-00-5483		1,855.64	
			02	JAN-MAR 2024 LOCATING ACTIVITY	52-520-54-00-5483		1,855.64	
			03	JAN-MAR 2024 LOCATING ACTIVITY	01-410-54-00-5483		1,855.65	
					INVOICE TOTAL:		5,566.93	*
					CHECK TOTAL:			5,566.93
540463	KANTORG GARY KANTOR							
	041624	04/16/24	01	4/16/24 MAGIC CLASS	79-795-54-00-5462		49.50	
					INVOICE TOTAL:		49.50	*
					CHECK TOTAL:			49.50

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540464	KENDTREA KENDALL COUNTY						
	24-05	04/24/24	01	KAT 1ST BI-ANNUAL	01-640-54-00-5473		11,775.00
			02	CONTRIBUTION 2024	** COMMENT **		
					INVOICE TOTAL:		11,775.00 *
					CHECK TOTAL:		11,775.00
D003413	KLEEFISG GLENN KLEEFISCH						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540465	KOCURJ JAXSON KOCUR						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
540466	LANEMUCH LANER, MUCHIN, LTD						
	664096	04/01/24	01	LEGAL SERVICES THROUGH 3/20/24	01-640-54-00-5463		900.00
					INVOICE TOTAL:		900.00 *
					CHECK TOTAL:		900.00
540467	LINDCO LINDCO EQUIPMENT SALES INC						
	2106501-SWL	03/27/24	01	VIKING DUMP TRUCK	25-215-60-00-6070		113,063.00
					INVOICE TOTAL:		113,063.00 *
					CHECK TOTAL:		113,063.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540468	LINDCO	LINDCO EQUIPMENT SALES INC						
	240490P	04/09/24	01	PILLOWBLOCK BEARING	01-410-56-00-5628		72.56	
					INVOICE TOTAL:		72.56	*
					CHECK TOTAL:		72.56	
540469	LRS	LRS, LLC						
	P5594044	04/04/24	01	4/5-5/2 901 MILL PORTOLET	79-795-56-00-5620		92.00	
			02	UPKEEP	** COMMENT **			
					INVOICE TOTAL:		92.00	*
					CHECK TOTAL:		92.00	
540470	MARCO	MARCO TECHNOLOGIES LLC						
	527964225	04/26/24	01	1/20-4/20 COPIER LEASE & USAGE	01-110-54-00-5485		532.80	
			02	1/20-4/20 COPIER LEASE & USAGE	01-120-54-00-5485		532.79	
			03	1/20-4/20 COPIER LEASE & USAGE	01-220-54-00-5485		740.36	
			04	1/20-4/20 COPIER LEASE & USAGE	01-210-54-00-5485		868.58	
			05	1/20-4/20 COPIER LEASE & USAGE	01-410-54-00-5485		60.85	
			06	1/20-4/20 COPIER LEASE & USAGE	51-510-54-00-5485		60.85	
			07	1/20-4/20 COPIER LEASE & USAGE	52-520-54-00-5485		60.84	
			08	1/20-4/20 COPIER LEASE & USAGE	79-790-54-00-5485		165.79	
			09	1/20-4/20 COPIER LEASE & USAGE	79-795-54-00-5485		436.25	
					INVOICE TOTAL:		3,459.11	*
					CHECK TOTAL:		3,459.11	
D003414	MATSONA	AIDAN MATSON						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		170.00	
					INVOICE TOTAL:		170.00	*
					DIRECT DEPOSIT TOTAL:		170.00	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003415	MCGREGOM MATTHEW MCGREGORY						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540471	MEADE MEADE ELECTRIC COMPANY, INC.						
	708012	03/14/24	01	TRAFFIC SIGNAL MONITORING	01-410-54-00-5435		8,921.00
			02	TESTING	** COMMENT **		
					INVOICE TOTAL:		8,921.00 *
	708013	03/14/24	01	REPAIR TRAFFIC SIGNAL MONITORS	01-410-54-00-5435		135.40
					INVOICE TOTAL:		135.40 *
	708400	04/22/24	01	RT47 & SARAVANOS TRAFFIC	01-410-54-00-5435		635.15
			02	SIGNAL REPAIR	** COMMENT **		
					INVOICE TOTAL:		635.15 *
					CHECK TOTAL:		9,691.55
540472	MEDCO MEDCO SUPPLY COMPANY						
	IN97544878	04/22/24	01	COMMAND CENTER SUPPLIES	79-795-56-00-5606		196.71
					INVOICE TOTAL:		196.71 *
	IN97557848	04/25/24	01	DISPOSABLE RESUSCITATORS	79-795-56-00-5606		47.21
					INVOICE TOTAL:		47.21 *
	in97549412	04/23/24	01	COMMAND CENTER SUPPLIES	79-795-56-00-5606		242.61
					INVOICE TOTAL:		242.61 *
					CHECK TOTAL:		486.53
D003416	MEIERJ JACKSON MEIER						

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003416	MEIERJ JACKSON MEIER							
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		80.00	
					INVOICE TOTAL:		80.00	*
					DIRECT DEPOSIT TOTAL:		80.00	
540473	METRONET METRO FIBERNET LLC							
	1872272-041824	04/18/24	01	4/18-5/17 INTERNET @ 651 PP	01-110-54-00-5440		66.87	
			02	4/18-5/17 INTERNET @ 651 PP	01-220-54-00-5440		76.42	
			03	4/18-5/17 INTERNET @ 651 PP	01-120-54-00-5440		38.21	
			04	4/18-5/17 INTERNET @ 651 PP	79-795-54-00-5440		76.42	
			05	4/18-5/17 INTERNET @ 651 PP	01-210-54-00-5440		382.08	
					INVOICE TOTAL:		640.00	*
					CHECK TOTAL:		640.00	
540474	MIDAMTEC MID AMERICAN TECHNOLOGY, INC							
	18020	04/29/24	01	RTK-PRO RECEIVER W/DATA PLAN	51-510-56-00-5630		2,983.33	
			02	RTK-PRO RECEIVER W/DATA PLAN	52-520-56-00-5630		2,983.33	
			03	RTK-PRO RECEIVER W/DATA PLAN	01-410-56-00-5630		2,983.34	
					INVOICE TOTAL:		8,950.00	*
					CHECK TOTAL:		8,950.00	
540475	MIDWSALT MIDWEST SALT							
	P474010	04/19/24	01	BULK ROCK SALT	51-510-56-00-5638		3,141.16	
					INVOICE TOTAL:		3,141.16	*
	P474062	04/24/24	01	BULK ROCK SALT	51-510-56-00-5638		3,177.53	
					INVOICE TOTAL:		3,177.53	*
					CHECK TOTAL:		6,318.69	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003417	MILSCHET TED MILSCHEWSKI						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540476	MONTRK MONROE TRUCK EQUIPMENT						
	343201	04/23/24	01	CYLINDERS, PLOW LIGHT RELAY	01-410-56-00-5628		4,424.49
					INVOICE TOTAL:		4,424.49 *
					CHECK TOTAL:		4,424.49
D003418	NAVARROJ JESUS NAVARRO						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540477	NEOPOST QUADIENT FINANCE USA, INC						
	042224-PR	04/22/24	01	POSTAGE MACHINE REFILL	79-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
540478	NICOR NICOR GAS						
	00-41-22-8748 4-0424	05/01/24	01	04/01-05/01 1107 PRAIRIE LN	01-110-54-00-5480		47.68
					INVOICE TOTAL:		47.68 *
	15-64-61-3532 5-0424	05/01/24	01	04/01-05/01 1991 CANNONBALL TR	01-110-54-00-5480		46.57
					INVOICE TOTAL:		46.57 *

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540478	NICOR NICOR GAS						
	16-00-27-3553 4-0324	04/10/24	01	03/12-04/10 1301 CAROLYN CT	01-110-54-00-5480		43.36
					INVOICE TOTAL:		43.36 *
	20-52-56-2042 1-0424	04/26/24	01	03/28-04/26 420 FAIRHAVEN	01-110-54-00-5480		138.87
					INVOICE TOTAL:		138.87 *
	31-61-67-2493 1-0324	04/09/24	01	03/11-04/09 276 WINDHAM CR	01-110-54-00-5480		43.36
					INVOICE TOTAL:		43.36 *
	45-12-25-4081 3-0324	04/10/24	01	03/11-04/09 201 W HYDRAULIC	01-110-54-00-5480		235.05
					INVOICE TOTAL:		235.05 *
	83-80-00-1000 7-0324	04/09/24	01	03/04-04/02 610 TOWER UNIT B	01-110-54-00-5480		141.98
					INVOICE TOTAL:		141.98 *
	95-16-10-1000 4-0324	04/12/24	01	03/14-04/10 1 RT47	01-110-54-00-5480		41.70
					INVOICE TOTAL:		41.70 *
					CHECK TOTAL:		738.57
540479	OTTOSEN OTTOSEN DINOLFO						
	4996	02/29/24	01	FEB 2024 TIF I MATTERS	88-880-54-00-5462		92.00
					INVOICE TOTAL:		92.00 *
	5001	02/29/24	01	FEB 2024 GRAND RESERVE MATTERS	90-160-00-00-0011		115.00
					INVOICE TOTAL:		115.00 *
	5536	03/31/24	01	MAR 2024 MISC CITY MATTERS	01-640-54-00-5456		8,988.60
					INVOICE TOTAL:		8,988.60 *
	5537	03/31/24	01	MAR 2024 MEETINGS	01-640-54-00-5456		1,600.00
					INVOICE TOTAL:		1,600.00 *
	5538	03/31/24	01	MAR 2024 WESTBURY MATTERS	90-178-00-00-0011		1,069.50
					INVOICE TOTAL:		1,069.50 *

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540479	OTTOSEN OTTOSEN DINOLFO						
	5539	03/31/24	01	MAR 2024 GREEN DOOR MATTERS	90-191-00-00-0011		42,872.00
					INVOICE TOTAL:		42,872.00 *
					CHECK TOTAL:		54,737.10
540480	PAETZOLS SAM PAETZOLD						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		195.00
					INVOICE TOTAL:		195.00 *
					CHECK TOTAL:		195.00
540481	PAISLEYS SAM PAISLEY						
	042024	04/20/24	01	REFEREE	79-795-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
540482	PATTONS SHANE PATTON						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00
540483	PEPSI PEPSI-COLA GENERAL BOTTLE						
	30038308	04/30/24	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		311.19
					INVOICE TOTAL:		311.19 *
	30832853	04/15/24	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		913.19
					INVOICE TOTAL:		913.19 *
	30832856	04/15/24	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		973.05
					INVOICE TOTAL:		973.05 *
					CHECK TOTAL:		2,197.43

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540484	PIATKOWD DAVID PIATKOWSKI						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		240.00
					INVOICE TOTAL:		240.00 *
					CHECK TOTAL:		240.00
D003419	PIAZZA AMY SIMMONS						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540485	PRINTSRC LAMBERT PRINT SOURCE, LLC						
	3959	04/10/24	01	UMPIRE SHIRTS	79-795-56-00-5606		972.00
					INVOICE TOTAL:		972.00 *
					CHECK TOTAL:		972.00
540486	PURCELLJ JOHN PURCELL						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
540487	R0001975 RYAN HOMES						
	20240352 RFND	04/30/24	01	PERMIT 20240352 RFND	01-000-42-00-4210		2,596.60
			02	PERMIT 20240352 RFND	51-000-44-00-4430		550.00
			03	PERMIT 20240352 RFND	52-000-44-00-4455		500.00
			04	PERMIT 20240352 RFND	25-000-42-00-4208		25.00

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat of Kendall County

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540487	R0001975 RYAN HOMES						
	20240352 RFND	04/30/24	05	PERMIT 20240352 RFND	84-000-42-00-4214		500.00
			06	PERMIT 20240352 RFND	25-000-42-00-4220		50.00
			07	PERMIT 20240352 RFND	25-000-42-00-4218		100.00
			08	PERMIT 20240352 RFND	95-000-24-00-2452		182.70
			09	PERMIT 20240352 RFND	23-000-42-00-4222		2,000.00
					INVOICE TOTAL:		6,504.30 *
					CHECK TOTAL:		6,504.30
540488	R0002644 VAULT PUB LLC						
	042524-LQR RFND	04/25/24	01	LIQUOR LICENSE OVERPAYMENT	01-000-42-00-4200		300.00
			02	REFUND	** COMMENT **		
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
D003420	RATOSP PETE RATOS						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003421	REDMONST STEVE REDMON						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540489	RESOMANA RESOURCE MANAGEMENT ASSOCIATES						

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540489	RESOMANA	RESOURCE MANAGEMENT ASSOCIATES						
	24041	04/22/24	01	POLICE SERGEANT EXAM	01-210-54-00-5411		8,037.50	
					INVOICE TOTAL:		8,037.50	*
					CHECK TOTAL:		8,037.50	
540490	RIETZR	ROBERT L. RIETZ JR.						
	042524	04/25/24	01	UMPIRE	79-795-54-00-5462		168.00	
					INVOICE TOTAL:		168.00	*
					CHECK TOTAL:		168.00	
D003422	ROSBOROS	SHAY REMUS						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT ** COMMENT **				
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
D003423	SCHOUD	DECLAN SCHOU						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		90.00	
					INVOICE TOTAL:		90.00	*
					DIRECT DEPOSIT TOTAL:		90.00	
540491	SCIENTEL	SCIENTEL SOLUTIONS LLC						
	007702	04/19/24	01	YORKVILLE PROX CARDS	24-216-56-00-5656		657.00	
					INVOICE TOTAL:		657.00	*
					CHECK TOTAL:		657.00	
D003424	SCODROP	PETER SCODRO						

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003424	SCODROP PETER SCODRO						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003425	SCOTTTR TREVOR SCOTT						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003426	SENDRAS SAMANTHA SENDRA						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003427	SENGM MATT SENG						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003428	SLEEZERJ JOHN SLEEZER						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003429	SLEEZERS SCOTT SLEEZER						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003430	SMITHD DOUG SMITH						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540492	STANDARD STANDARD & ASSOCIATES, INC.						
	SA000057565	04/10/24	01	2024 POLICE OFFICER	01-210-54-00-5411		135.00
			02	APPLICATION POROCESS	** COMMENT **		
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
D003431	STEFFANG GEORGE A STEFFENS						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003432	STRIKEK KNOX STRIKE						
	04/22-04/27	04/30/24	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					DIRECT DEPOSIT TOTAL:		110.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540493	STRYPES STRYPES PLUS MORE INC.							
	17522	04/15/24	01	INSTALL STRIPING & LETTERING	25-205-60-00-6070		1,925.00	
					INVOICE TOTAL:		1,925.00	*
					CHECK TOTAL:		1,925.00	
540494	TERRAPIN TARA EVANS							
	102715-24	04/18/24	01	POND MAINTENANCE RENEWAL	12-112-54-00-5416		2,580.00	
			02	CONTRACT	** COMMENT **			
					INVOICE TOTAL:		2,580.00	*
	102716-24	04/18/24	01	POND MAINTENANCE RENEWAL FOR	24-216-54-00-5446		2,394.00	
			02	GREENBRIAR ESTATES	** COMMENT **			
					INVOICE TOTAL:		2,394.00	*
					CHECK TOTAL:		4,974.00	
D003433	THOMASL LORI THOMAS							
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-120-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
540495	TRCONTPR HIGH STAR TRAFFIC							
	4485	04/05/24	01	STREET SIGNS	23-230-56-00-5619		329.50	
					INVOICE TOTAL:		329.50	*
	4703	04/19/24	01	STREET SIGNS	23-230-56-00-5619		263.90	
					INVOICE TOTAL:		263.90	*
					CHECK TOTAL:		593.40	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540496	TROTSKY TROTSKY INVESTIGATIVE						
	YORKVILLE PD 24-01-B	04/23/24	01	POLYGRAPG EXAMINATIONS FOR	01-210-54-00-5411		530.00
			02	APPLICANTS	** COMMENT **		
					INVOICE TOTAL:		530.00 *
					CHECK TOTAL:		530.00
540497	TRUGREEN TRUGREEN COMMERCIAL						
	190284379	04/12/24	01	COUNTRYSIDE BLVD LAWN SERVICE	24-216-54-00-5446		332.00
					INVOICE TOTAL:		332.00 *
	190287970	04/12/24	01	CANNONBALL BOOSTER LAWN	51-510-54-00-5445		59.00
			02	SERVICE	** COMMENT **		
					INVOICE TOTAL:		59.00 *
	190290075	04/12/24	01	BLACKBERRY NORTH LAWN SERVICE	52-520-54-00-5444		59.00
					INVOICE TOTAL:		59.00 *
	190292394	04/12/24	01	RIVERS EDGE LAWN SERVICE	52-520-54-00-5444		79.00
					INVOICE TOTAL:		79.00 *
	190296659	04/12/24	01	COUNTRYSIDE LIFT LAWN SERVICE	52-520-54-00-5444		142.00
					INVOICE TOTAL:		142.00 *
	190298040	04/12/24	01	PW STORAGE LAWN SERVICE	24-216-54-00-5446		89.00
					INVOICE TOTAL:		89.00 *
	190314396	04/12/24	01	LIBRARY LAWN SERVICE	24-216-54-00-5446		112.00
					INVOICE TOTAL:		112.00 *
	190333962	04/12/24	01	PRAIRIE CROSSING LAWN SERVICE	52-520-54-00-5444		59.00
					INVOICE TOTAL:		59.00 *
					CHECK TOTAL:		931.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540498	UNIMAX	UNI-MAX MANAGEMENT CORP					
	4904	04/30/24	01	APR 2024 OFFICE CLEANING @	01-110-54-00-5488		342.17
			02	651 PP	** COMMENT **		
			03	APR 2024 OFFICE CLEANING @	01-120-54-00-5488		342.17
			04	651 PP	** COMMENT **		
			05	APR 2024 OFFICE CLEANING @	01-210-54-00-5488		982.77
			06	651 PP	** COMMENT **		
			07	APR 2024 OFFICE CLEANING @	79-795-54-00-5488		294.55
			08	651 PP	** COMMENT **		
			09	APR 2024 OFFICE CLEANING @	01-220-54-00-5488		188.34
			10	651 PP	** COMMENT **		
			11	APR 2024 PW CLEANING	01-410-54-00-5488		144.33
			12	APR 2024 PW CLEANING	51-510-54-00-5488		144.34
			13	APR 2024 PW CLEANING	52-520-54-00-5488		144.33
			14	APR 2024 LIBRARY CLEANING	82-820-54-00-5488		1,950.00
			15	APR 2024 185 WOLF CLEANING	79-790-54-00-5488		216.00
			16	APR 2024 BEECHER CONCESSION	79-795-54-00-5488		212.00
			17	CLEANING	** COMMENT **		
			18	APR 2024 BRIDGE CONCESSION	79-795-54-00-5488		212.00
			19	CLEANING	** COMMENT **		
			20	APR 2024 HYDRAULIC BLDG	79-795-54-00-5488		108.00
			21	CLEANING	** COMMENT **		
			22	APR 2024 PRESCHOOL CLEANING	79-795-54-00-5488		650.00
			23	APR 2024 VAN EMMON CLEANING	79-795-54-00-5488		216.00
					INVOICE TOTAL:		6,147.00 *
					CHECK TOTAL:		6,147.00
540499	VALLASB	BRYAN VALLES-MATA					
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540500	VERMONT	VERMONT SYSTEMS						
	VS012268	04/19/24	01	RECTRAC CLOUD USAGE	79-795-54-00-5462		1,603.75	
					INVOICE TOTAL:		1,603.75	*
					CHECK TOTAL:		1,603.75	
540501	VOITIKM	MICHAEL VOITIK						
	041824	04/18/24	01	UMPIRE	79-795-54-00-5462		168.00	
					INVOICE TOTAL:		168.00	*
	042524	04/25/24	01	UMPIRE	79-795-54-00-5462		168.00	
					INVOICE TOTAL:		168.00	*
					CHECK TOTAL:		336.00	
540502	VORTEX	VORTEX TECHNOLOGIES						
	6950	04/22/24	01	ONSITE COLLABORATION OF 3	51-510-54-00-5445		1,275.00	
			02	IN FLUENT FLOW MONITORS	** COMMENT **			
					INVOICE TOTAL:		1,275.00	*
					CHECK TOTAL:		1,275.00	
540503	WASONG	GERALD WASON						
	041824	04/18/24	01	UMPIRE	79-795-54-00-5462		168.00	
					INVOICE TOTAL:		168.00	*
	042524	04/25/24	01	UMPIRE	79-795-54-00-5462		126.00	
					INVOICE TOTAL:		126.00	*
					CHECK TOTAL:		294.00	
540504	WATERSER	WATER SERVICES CO.						

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540504	WATERSER WATER SERVICES CO.						
	37616	04/18/24	01	METER TESTING	51-510-54-00-5445		900.00
					INVOICE TOTAL:		900.00 *
					CHECK TOTAL:		900.00
D003434	WEBERR ROBERT WEBER						
	050124	05/01/24	01	APR 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540505	WERDERW WALLY WERDERICH						
	050124-APR 2024	05/01/24	01	APR 2024 ADMIN HEARINGS	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
	050124-DEC 2024	05/01/24	01	DEC 2023 ADMIN HEARINGS	01-210-54-00-5467		300.00
					INVOICE TOTAL:		300.00 *
	050124-FEB 2024	05/01/24	01	FEB 2024 ADMIN HEARINGS	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
	050124-JAN 2024	05/01/24	01	JAN 2024 ADMIN HEARINGS	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
	050124-MAR 2024	05/01/24	01	MAR 2024 ADMIN HEARINGS	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		900.00
540506	WEX WEX BANK						
	96873499	04/30/24	01	APR 2024 GASOLINE	01-210-56-00-5695		8,387.08

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540506	WEX	WEX BANK							
	96873499		04/30/24	02	APR 2024 CAR WASH	01-220-54-00-5462		12.00	
				03	APR 2024 GASOLINE	01-220-56-00-5695		791.03	
						INVOICE TOTAL:		9,190.11	*
						CHECK TOTAL:		9,190.11	
540507	WILLMAN	WILLMAN & GROESCH							
	5052		04/29/24	01	EXTERIOR DOOR REPLACEMENTS	24-216-54-00-5446		4,241.00	
						INVOICE TOTAL:		4,241.00	*
						CHECK TOTAL:		4,241.00	
D003435	WILLRETE	ERIN WILLRETT							
	050124		05/01/24	01	APR 2024 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D003436	WOLFB	BRANDON WOLF							
	050124		05/01/24	01	APR 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
540508	YORKPRPC	YORKVILLE PARK & REC							
	042224		04/22/24	01	GOODWILL-PRESCHOOL TOYS	79-795-56-00-5606		16.23	
						INVOICE TOTAL:		16.23	*
						CHECK TOTAL:		16.23	

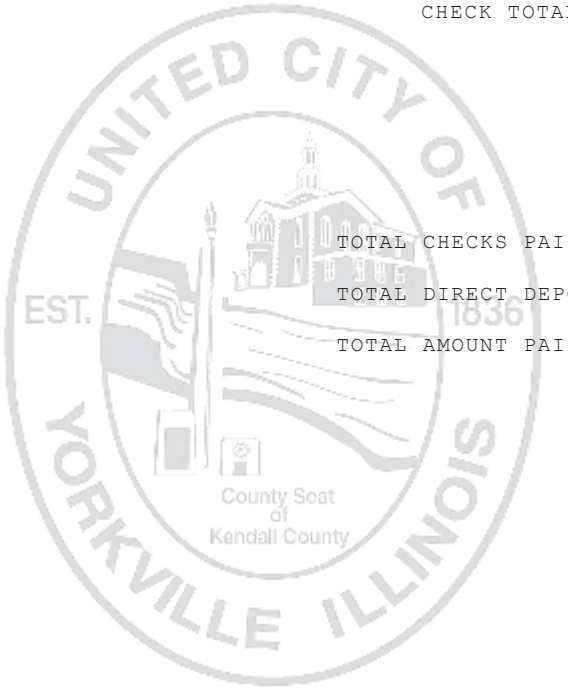
01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

DATE: 05/07/24
TIME: 08:39:49
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540509	YOUNGM MARLYS J. YOUNG						
	040224-PK	04/18/24	01	04/02/24 PARK BOARD MINUTES	79-795-54-00-5462		42.50
			02	04/02/24 PARK BOARD MINUTES	79-790-54-00-5462		42.50
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00



TOTAL CHECKS PAID:	550,177.84
TOTAL DIRECT DEPOSITS PAID:	12,299.06
TOTAL AMOUNT PAID:	562,476.90

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

CHECK DATE: 05/06/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
540416	RIVRVIEW	RIVERVIEW FORD, INC.						
	042524		04/25/24	01	NEW FORD F150 TRUCK	25-225-60-00-6070	39,680.00	
						INVOICE TOTAL:	39,680.00 *	
						CHECK TOTAL:		39,680.00
						TOTAL AMOUNT PAID:		39,680.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540511	606ENTER	606 ENTERTAINMENT GROUP LLC					
	2024 MEM	04/22/24	01	MARGARITAS EN MAYO BAND	79-795-56-00-5606		2,400.00
					INVOICE TOTAL:		2,400.00 *
					CHECK TOTAL:		2,400.00
540512	BALLET	BALLET FOLKLORICO QUETZALCOATL					
	2024 MEM	04/22/24	01	2024 MARGARITA EN MAYO	79-795-56-00-5606		800.00
			02	PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		800.00 *
					CHECK TOTAL:		800.00
540513	BCBS	BLUE CROSS BLUE SHIELD					
	F015083-MAY 2024	05/03/24	01	DEARBORN/BCBS EAP-MAY 2024	01-110-52-00-5222		6.35
			02	DEARBORN/BCBS EAP-MAY 2024	01-120-52-00-5222		4.94
			03	DEARBORN/BCBS EAP-MAY 2024	01-210-52-00-5222		50.76
			04	DEARBORN/BCBS EAP-MAY 2024	01-220-52-00-5222		11.63
			05	DEARBORN/BCBS EAP-MAY 2024	01-410-52-00-5222		10.69
			06	DEARBORN/BCBS EAP-MAY 2024	24-216-52-00-5222		2.82
			07	DEARBORN/BCBS EAP-MAY 2024	51-510-52-00-5222		9.27
			08	DEARBORN/BCBS EAP-MAY 2024	52-520-52-00-5222		4.35
			09	DEARBORN/BCBS EAP-MAY 2024	79-790-52-00-5222		13.40
			10	DEARBORN/BCBS EAP-MAY 2024	79-795-52-00-5222		9.87
			11	DEARBORN/BCBS EAP-MAY 2024	82-820-52-00-5222		7.05
					INVOICE TOTAL:		131.13 *
					CHECK TOTAL:		131.13
540514	BEACHBUM	BEACH BUM BAND INC					
	2024 BEACH	04/22/24	01	2024 BEACH PARTY BAND	79-795-56-00-5606		2,200.00
					INVOICE TOTAL:		2,200.00 *
					CHECK TOTAL:		2,200.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540515	CIVICPLS CIVIC PLUS						
	295871	04/17/24	01	FULL SERVICE SUPLEMENTATION	01-110-54-00-5451		3,307.20
			02	SUBSCRIPTION RENEWAL	** COMMENT **		
			03	4/2024-3/2025	** COMMENT **		
					INVOICE TOTAL:		3,307.20 *
					CHECK TOTAL:		3,307.20
540516	DELAGE DLL FINANCIAL SERVICES INC						
	82409626	04/17/24	01	JUN 2024 MANAGED PRINT SERVICE	01-110-54-00-5485		112.33
			02	JUN 2024 MANAGED PRINT SERVICE	01-120-54-00-5485		37.44
			03	JUN 2024 MANAGED PRINT SERVICE	01-210-54-00-5485		112.33
			04	JUN 2024 MANAGED PRINT SERVICE	51-510-54-00-5485		50.18
			05	JUN 2024 MANAGED PRINT SERVICE	52-520-54-00-5485		12.36
			06	JUN 2024 MANAGED PRINT SERVICE	01-410-54-00-5485		12.36
					INVOICE TOTAL:		337.00 *
	82461238	04/20/24	01	5/14-6/14 COPIER LEASE	82-820-54-00-5462		805.71
					INVOICE TOTAL:		805.71 *
					CHECK TOTAL:		1,142.71
540517	DRHCAMBR DR HORTON-MIDWEST						
	20220921-2788 BERRYW	04/11/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	20221220-2780 BERRYW	04/11/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	20221221-2776 BERRYW	04/11/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	20221222-2777 BERRYW	04/11/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		20,000.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540518	GLATFELT GLATFELTER UNDERWRITING SRVS.							
	429955128-6	03/31/24	01	LIABILITY INS INSTALL #6	01-640-52-00-5231		16,138.96	
			02	LIABILITY INS INSTALL #6-PR	01-640-52-00-5231		3,355.68	
			03	LIABILITY INS INSTALL #6	51-510-52-00-5231		1,779.61	
			04	LIABILITY INS INSTALL #6	52-520-52-00-5231		853.07	
			05	LIABILITY INS INSTALL #6	82-820-52-00-5231		1,337.68	
					INVOICE TOTAL:		23,465.00	*
					CHECK TOTAL:		23,465.00	
540519	IPRF ILLINOIS PUBLIC RISK FUND							
	90507	04/15/24	01	JUN 2024 WORKER COMP INS	01-640-52-00-5231		11,668.76	
			02	JUN 2024 WORKER COMP INS-PR	01-640-52-00-5231		2,373.71	
			03	JUN 2024 WORKER COMP INS	51-510-52-00-5231		1,106.54	
			04	JUN 2024 WORKER COMP INS	52-520-52-00-5231		499.83	
			05	JUN 2024 WORKER COMP INS	82-820-52-00-5231		943.16	
					INVOICE TOTAL:		16,592.00	*
					CHECK TOTAL:		16,592.00	
540520	KCSHERIF KENDALL CO. SHERIFF'S OFFICE							
	YORK2024	01/05/24	01	2024 RANGE USAGE FEE	01-210-54-00-5460		500.00	
					INVOICE TOTAL:		500.00	*
					CHECK TOTAL:		500.00	
540521	R0001975 RYAN HOMES							
	20231318-401 BISCAYN	04/29/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
					INVOICE TOTAL:		5,000.00	*
	20231319-4469 TAMPA	04/29/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
					INVOICE TOTAL:		5,000.00	*

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540521	R0001975	RYAN HOMES							
	20231425-4449 TAMPA		04/29/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00	
						INVOICE TOTAL:		7,500.00	*
	20231427-352 BISCAYN		04/29/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*
						CHECK TOTAL:		22,500.00	
540522	R0002474	JASMINE WRIGHT							
	041824-RFND		04/18/24	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		48.03	
				02	UB ACCT#0102610290-03	** COMMENT **			
						INVOICE TOTAL:		48.03	*
						CHECK TOTAL:		48.03	
540523	RIS	RECORD INFORMATION SYSTEMS INC							
	54890		04/15/24	01	KENDALL COUNTY DATABASE ACCESS	01-210-54-00-5462		545.00	
				02	RENEWAL	** COMMENT **			
						INVOICE TOTAL:		545.00	*
						CHECK TOTAL:		545.00	
540524	SUPERBEV	SUPERIOR BEVERAGE CO.INC.							
	644121		05/03/24	01	MARGARITA EN MAYO LIQUOR ORDER	79-795-56-00-5606		1,523.40	
						INVOICE TOTAL:		1,523.40	*
						CHECK TOTAL:		1,523.40	
540525	SUPERBEV	SUPERIOR BEVERAGE CO.INC.							
	644125		05/01/24	01	BEACH PARTY LIQUOR ORDER	79-795-56-00-5606		2,775.60	
						INVOICE TOTAL:		2,775.60	*
						CHECK TOTAL:		2,775.60	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 25

INVOICES DUE ON/BEFORE 05/14/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540526	TKELEVAT TK ELEVATOR CORPORATION						
	3007873408	05/01/24	01	MAY 2024 ELEVATOR MAINTENANCE	82-820-54-00-5462		578.82
					INVOICE TOTAL:		578.82 *
					CHECK TOTAL:		578.82
540527	TRUENRTH TRUE NORTH						
	INV-0053	05/01/24	01	ADJUDICATION SOFTWARE SUPPORT	01-210-54-00-5467		5,000.00
			02	AND MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
D003437	YBSD YORKVILLE BRISTOL						
	2024.008	05/02/24	01	MAY 2024 LANDFILL EXPENSE	51-510-54-00-5445		24,455.73
					INVOICE TOTAL:		24,455.73 *
					DIRECT DEPOSIT TOTAL:		24,455.73
540528	YORKPRPC YORKVILLE PARK & REC						
	2024 MEM-CASH	04/22/24	01	MARGARITAS EN MAYO BEER TENT	79-795-56-00-5606		5,000.00
			02	START UP CASH	** COMMENT **		
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00

TOTAL CHECKS PAID: 108,508.89

TOTAL DIRECT DEPOSITS PAID: 24,455.73

TOTAL AMOUNT PAID: 132,964.62

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
April 26, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	$ 1,583.34	$ -	$ 1,583.34	$ -	$ 121.13	$ 1,704.47
ALDERMAN	5,916.64	-	5,916.64	-	452.68	6,369.32
ADMINISTRATION	18,872.44	-	18,872.44	1,100.26	1,396.64	21,369.34
FINANCE	14,229.78	-	14,229.78	829.60	1,053.58	16,112.96
POLICE	132,855.66	2,106.79	134,962.45	368.52	10,013.87	145,344.84
COMMUNITY DEV.	28,344.80	-	28,344.80	1,652.50	2,081.55	32,078.85
STREETS	23,708.05	41.88	23,749.93	1,384.61	1,755.10	26,889.64
BUILDING & GROUNDS	5,938.01	-	5,938.01	346.19	445.75	6,729.95
WATER	17,782.37	868.47	18,650.84	1,087.35	1,360.79	21,098.98
SEWER	10,141.70	-	10,141.70	591.26	741.34	11,474.30
PARKS	29,818.10	-	29,818.10	1,692.68	2,202.90	33,713.68
RECREATION	30,155.30	-	30,155.30	1,273.03	2,262.58	33,690.91
LIBRARY	17,078.65	-	17,078.65	640.25	1,255.99	18,974.89
TOTALS	$ 336,424.84	$ 3,017.14	$ 339,441.98	$ 10,966.25	$ 25,143.90	$ 375,552.13

TOTAL PAYROLL **$ 375,552.13**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 14, 2024

ACCOUNTS PAYABLE		**DATE**	
FY 24			
City MasterCard Bill Register - FY 24 *(Pages 1 - 14)*		04/25/2024	$ 129,193.21
City Check Register - FY 24 *(Pages 15 - 50)*		05/14/2024	562,476.90
	SUB-TOTAL:		**$ 691,670.11**
FY 25			
City Check Manual Register - FY 25 *(Page 51)*		05/06/2024	$ 39,680.00
City Check Register - FY 25 *(Pages 52 - 56)*		05/14/2024	132,964.62
	SUB-TOTAL:		**$172,644.62**
WIRE PAYMENTS			
Dearborn Insurance - May 2023		05/01/2024	$ 2,403.56
Blue Cross/ Blue Shield Insurance		04/30/2024	156,859.87
	TOTAL PAYMENTS:		**$159,263.43**
PAYROLL			
Bi - Weekly *(Page 57)*		04/26/2024	$ 375,552.13
	SUB-TOTAL:		**$ 375,552.13**
	TOTAL DISBURSEMENTS:		**$ 1,399,130.29**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-34

Agenda Item Summary Memo

Title: Lake Michigan Water Supply Project Update (WaterLink)

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council, Montgomery Village Board, Oswego Village Board
From: Bart Olson, Yorkville City Administrator; Jeff Zoephel, Montgomery Village Administrator; Dan Di Santo, Oswego Village Administrator
CC:
Date: April 30, 2024
Subject: Lake Michigan Water Supply Project Update (WaterLink)

Summary

Consideration of an intergovernmental agreement between Yorkville, Montgomery, and Oswego covering the cost shares for the Lake Michigan water supply project (WaterLink Project).

Background

The staff of the three WaterLink communities have been meeting with DuPage Water Commission (DWC) over the past several months to receive updates on route planning efforts and cost estimates of the project, per our phase I and phase II engineering agreements. In the past month, phase I engineering has been wrapping up and the DWC engineering team is moving into the phase II detailed design and land acquisition efforts. As a final work item of phase I engineering, the transmission main engineering team prepared updated, detailed cost estimates for the project.

The previous transmission main cost estimates from our WaterLink engineering team in consultation with DWC were completed in 2021. At that time, the cost distribution was generally estimated at~$74m for Yorkville, ~$44m for Montgomery, and ~$43m for Oswego for a total cost of $162m for all three WaterLink communities. Since that time, DWC has developed a revised alignment from the original transmission main route (Exhibit A) to avoid areas with high vehicular traffic and utility conflicts, and generally to utilize areas that are publicly-owned or utility-owned. This new planned route (Exhibit B) accomplishes those tasks and should be a more efficient and cost-effective route as compared to the original transmission main route. The exact route location is still in flux, depending on easement acquisition efforts, and will remain confidential until it is finalized.

It also should be noted that the construction industry has seen large inflationary increases in the last few years. For instance, the Engineering News Record (ENR) Construction Cost

Index (CCI) reached its recent annualized peak in March of 2022 at nearly 9%. The ENR CCI did not fall below 5% until January of 2023. While the ENR CCI has been averaging below 3% since the summer of last year, the high rate of inflation in 2021 and 2022 has significantly impacted the projected cost of the project.

The new route is now estimated to cost $258m for the WaterLink Project. The increase from the $162m projected in 2021 and the $258m today can be explained through:

1) Construction Costs Estimates due to Inflation since 2021 ~30% or around ~$40m
2) Engineering Costs Estimates due to Inflation and added scope since 2021 $11m or 51%
3) Environmental Analyses and Commissioning Previously not estimated ~$9m
4) Property acquisition previously not estimated ~$17m
5) Construction and Engineering Estimates due to expected Inflation between 2024 and 2027 ~$20m

The WaterLink Mayors and Administrators have been regularly meeting to discuss and agree to a framework for allocating the costs of construction of the WaterLink Project. Together, they have settled on a hybrid methodology that averages the percentages of 2050 maximum daily water demand for each community[1] and the total water use of the entire distribution system relative to the use of each pipe segment or distance throughout the system.

Total use of the system can be defined as "the percentage of maximum day demand in the year 2050 that each community is projected to use relative to each other?"

Under this Use methodology the following percentages were agreed upon:
Oswego 38.31%,
Montgomery 26.08%, and
Yorkville 35.6%.

The use-based methodology, however, does not take into account the distance the water will travel from the DWC system endpoint in Naperville to each municipality. For Oswego and Montgomery, the distance is short but for Yorkville, it is much further. Therefore, it was important to address a distance-based methodology. This distance based-methodology allocates the cost of each pipe segment by use: if water will be transmitted and distributed to the three communities from a pipe segment, the cost is split equally three ways; if a pipe segment will transmit and distribute only to two communities, the cost will be split by two; if water is transmitted and distributed to only one community that community pays for 100% of the pipe segment. Under the distance methodology the following percentages were agreed upon:

Oswego 32.41%,
Montgomery 22.75%, and
Yorkville 44.84%.

Although we did look at a more nuanced approach of further tweaking the cost allocations for each pipe segment based on a pro-rata usage for each community, it quickly

[1] 2050 maximum day demand is the standard utilized by DWC when designing the size of transmission mains in the system.

became too complicated to calculate and the likelihood became high that each pipe segment would be used in the real world differently than our assumptions.

For a final cost split calculation, we recommend averaging the two methodologies (use and distance) as follows:

Methodology	Oswego	Montgomery	Yorkville
Use	38.31%	26.08%	35.61%
Distance	32.41%	22.75%	44.84%
Average (Recommendation)	**35.36%**	**24.42%**	**40.22%**
Current Proposed Cost Distribution[2]	**$92.3m**	**$63.6m**	**$102.3m**

This average calculation considers that Oswego will likely have the greater population and therefore the heaviest water user of the system in 2050, with Yorkville the second heaviest user, and Montgomery using the least amount of water. The cost allocation also gives consideration to Montgomery for being the closest to the existing DWC system endpoint in Naperville, Oswego for being at the middle distance, and Yorkville being the farthest away.

Recommendation

The WaterLink Mayors and Administrators from Yorkville, Montgomery, and Oswego recommend that the cost allocation recommendation above (Oswego at 35.36%, Montgomery at 24.42%, and Yorkville at 40.22%) be used for all current and future shared Lake Michigan water supply engineering and construction costs. In general, this means that the phase II engineering agreements and corresponding intergovernmental agreements that covered escrow deposits for said work will be trued up between the WaterLink communities (as the previous split was 1/3 equal parts). In accordance with the recommendation, our shared water attorney Irene Caminer has drafted an intergovernmental agreement for our mutual consideration, and we recommend approval.

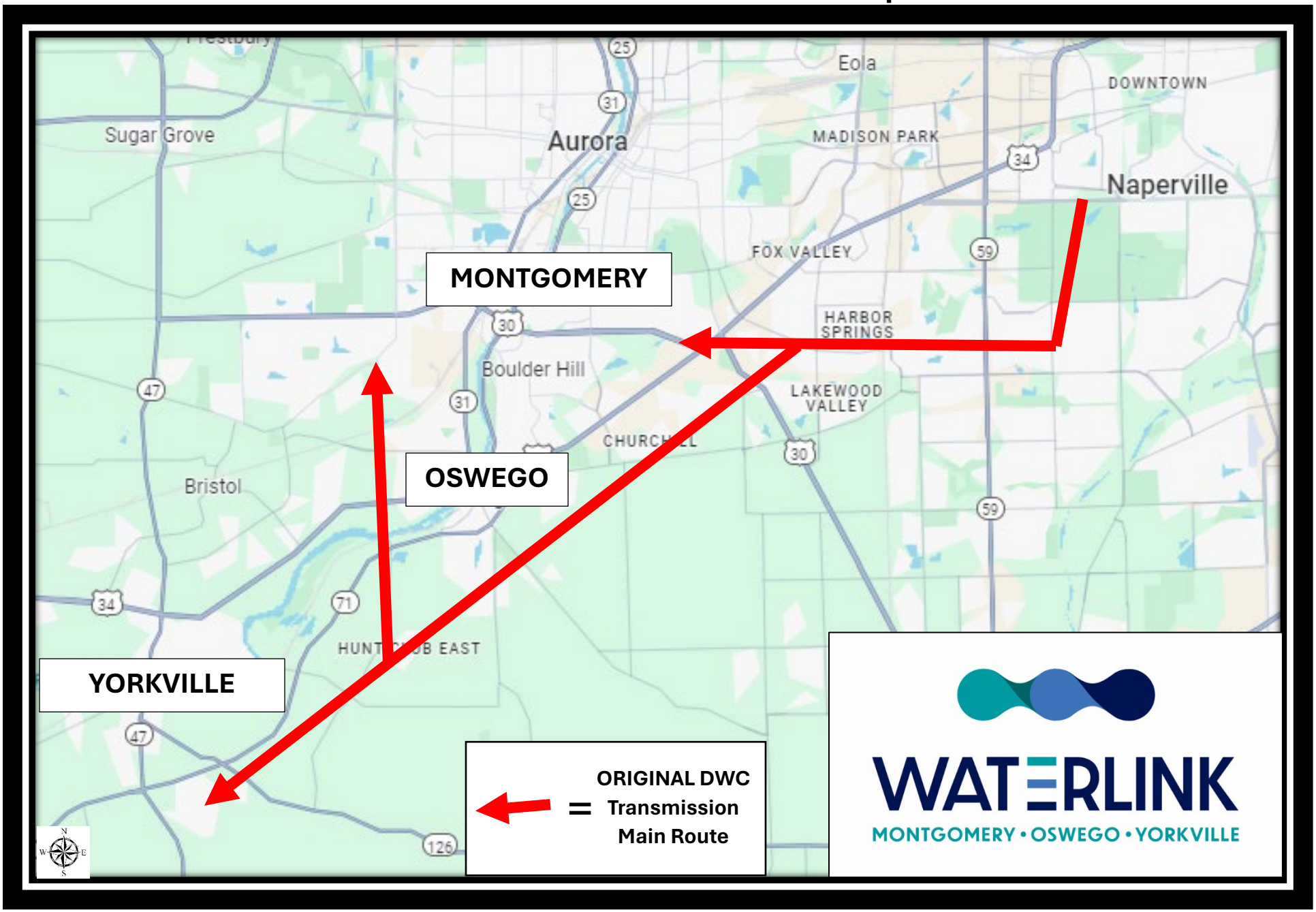
The next shared City Council and Village Board votes on this project will occur in Summer / Fall 2024 when the WaterLink communities will consider a subsequent customer agreement to formally join the DuPage Water Commission and a construction funding agreement that will cover escrow deposits of construction costs as the project is expected to be bid out and constructed towards the middle of 2025 through 2027. Final commissioning of the system is not expected until early 2028, when the temperature of Lake Michigan water is closer to the temperature of the well water and is less likely to cause issues with internal systems.

Attachments

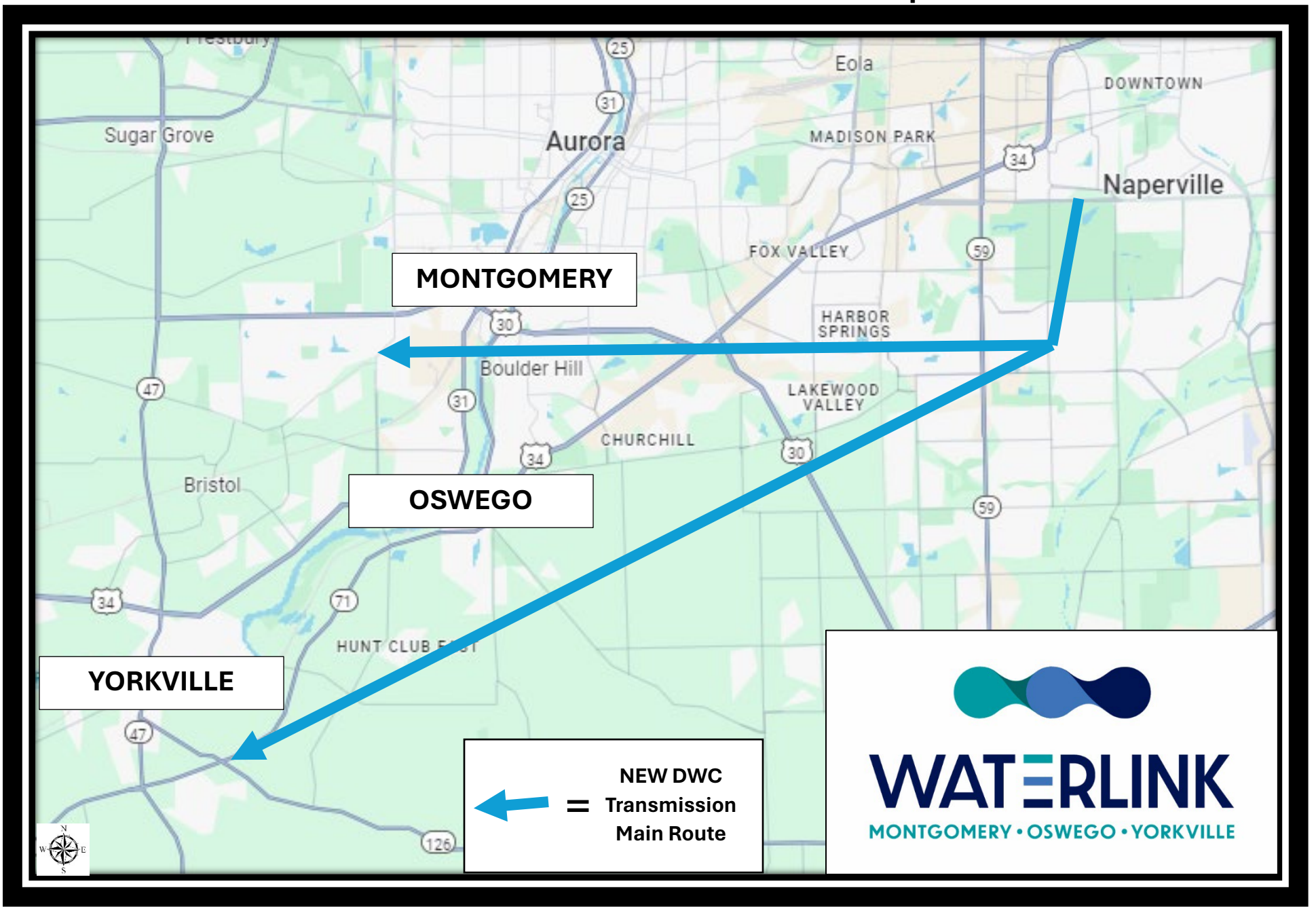
1. Exhibit A (original route map)
2. Exhibit B (new planned route map)
3. Resolution and IGA w/ Exhibits

[2] The cost distribution percentages take into account the Metering Station costs for Yorkville and Montgomery's two (2) metering stations at $3.78M for each community, as well as Oswego's Metering Station costs of $5.67M for their three (3) metering stations.

DuPage Water Commission Transmission Main Route
EXHIBIT A – ORIGINAL Route Map



DuPage Water Commission Transmission Main Route
EXHIBIT B – NEW Planned Route Map



DRAFT - April 2024

Resolution No. 2024-_____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE SHARING OF COSTS AND FUNDING FOR THE CONSTRUCTION OF FACILITIES TO TRANSPORT LAKE MICHIGAN WATER TO THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois, the Village of Oswego and the Village of Montgomery are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution (collectively, the "*Municipalities*")*;* and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly with another public agency; and

WHEREAS, in December of 2021, following public comment, the corporate authorities of the Municipalities each approved the joint pursuit of Lake Michigan water supply from the DuPage Water Commission (the "DWC"); and

WHEREAS, after good faith negotiation and careful consideration and deliberation, the Municipalities desire to enter into an Intergovernmental Agreement to share in the costs of financing the design, land acquisition, permitting, and construction of the infrastructure needed for the transmission of Lake Michigan water from the DWC to the Municipalities.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the Intergovernmental Agreement between the Municipalities, attached hereto as Exhibit "1", is hereby approved and its execution is hereby authorized.

Section 3. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

Section 4. This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE SHARING OF COSTS AND FUNDING FOR THE CONSTRUCTION OF FACILITIES TO TRANSPORT LAKE MICHIGAN WATER TO THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT *(the "Agreement")* by and among 1) the Village of Oswego, Kendall and Will Counties, Illinois *("Oswego")* a home rule municipal corporation of the State of Illinois, 2) the United City of Yorkville, Kendall County, Illinois *("Yorkville")* a non-home rule municipal corporation of the State of Illinois, and 3) the Village of Montgomery, Kane and Kendall Counties, Illinois *("Montgomery"),* a non-home rule municipal corporation of the State of Illinois, (individually the "*Municipality"*, collectively, the *Municipalities*) entered into this _____ day of _____, 2024, provides for sharing of the costs for the goods and services related to the construction of facilities to transport Lake Michigan Water to the Municipalities and to jointly select and approve architects, engineers, consultants, professional service providers, financial advisors, real estate advisors and consultants, construction and trades, and other related firms *("Vendors")* to design, acquire land, permit, and construct the infrastructure needed for the transmission of Lake Michigan water from the DuPage Water Commission to the Municipalities ("*Facilities*") and other related costs, including, but not limited to loans and other financing options. In addition, this Agreement provides for the sharing of grants, loan forgiveness, or other financial benefits the Municipalities receive individually or collectively in the furtherance of the design and construction of the Facilities as agreed to by the Municipalities.

RECITALS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share goods and services and to exercise, combine, or transfer any power or function in

any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; *and*

WHEREAS, the Municipalities are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*; *and*

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly with another public agency; *and*

WHEREAS, the Municipalities studied available alternative water sources (*"Study"* or *"Studies")* based upon population growth and water demand projections; *and*

WHEREAS, each Municipality's Study concluded that to minimize costs and for the mutual benefit of each municipality and the region it is mutually beneficial for the Municipalities to work together to obtain Lake Michigan water from the DuPage Water Commission *("DWC"); and*

WHEREAS, each Municipality's Study considered the full water demand or needs when the three Municipalities are fully developed and upon each Municipality's evaluation to meet the 2050 water demands of Montgomery, Oswego, and Yorkville. Further, the alternative water sources were inclusive of the improvements and facilities required to meet 2050 water demands; *and*

WHEREAS, in December of 2021, following public comment, the corporate authority of each Municipality approved the joint pursuit of Lake Michigan water supply from the DWC*; and*

WHEREAS, the Municipalities have each obtained an Illinois Department of Natural Resources ("IDNR") Lake Michigan Water Allocation Permit; *and*

WHEREAS, the Illinois General Assembly passed legislation amending the 1985 Water Supply Act, authorizing a 7th District to the DuPage Water Commission; *and*

WHEREAS, the Municipalities have obtained federal grant monies to conduct a corrosion control study; *and*

WHEREAS, the Municipalities continue to seek opportunities individually and collectively for additional federal, state, and local grant monies; *and*

WHEREAS, the DWC is finalizing the route for the pipeline from the DuPage Water Commission for the transmission of Lake Michigan water ("Facilities") Facilities as described in Exhibit 1, incorporated herein by reference; *and*

WHEREAS, the Municipalities are engaged in negotiations with the DWC for the cost of construction; *and*

WHEREAS, the Municipalities are engaged in negotiations with the DWC for long-term water supply agreements, including their role as members of District Seven; *and*

WHEREAS, the Municipalities have previously entered into two escrow agreements with the DWC for the initiation of engineering design services while the Municipalities finalized this Agreement; *and*

WHEREAS, the first escrow agreement entered into in 2023 provided for the cost-sharing to be equally divided among the three Municipalities; and

WHEREAS, according to the March 2024 escrow agreement, the Municipalities agreed to recalculate and reallocate the costs based on the percentages identified in Exhibit 2 after the execution of this Agreement; *and*

WHEREAS, the Municipalities are committed to share in the costs of the Facilities, including any change orders, so that membership in the DuPage Water Commission continues to be an efficient and cost-effective option for all the Municipalities; *and*

WHEREAS, the Municipalities, after review and deliberation recognize the need to construct seven (7) metering stations and seven (7) receiving stations to bring Lake Michigan Water to the Municipalities. The Municipalities as part of this Agreement have agreed to share in the cost of the seven (7) metering stations and to consider the seven (7) receiving stations as Internal System Improvements to be absorbed by the applicable Municipality; *and*

WHEREAS, as part of their decision-making, the Municipalities took into consideration various cost allocation methodologies including use, distance, and other more nuanced and complex means to allocate the shared costs among the Municipalities; *and*

WHEREAS, the Municipalities desire to have a fully operational connection to Lake Michigan water supply on or about July 2, 2028; *and*

WHEREAS, Montgomery may elect to receive water from DWC at a later time, but no sooner than December 31, 2030; *and*

WHEREAS, each Municipality, at its costs, will make internal system improvements within its system to accommodate the receipt of Lake Michigan water and in compliance with the IDNR laws, rules, and regulations ("Internal System Improvements")[1]; *and*

WHEREAS, the Municipalities acknowledge and recognize that this Agreement is for the mutual benefit of each Municipality and the region. Further, acting together creates economies of scale and minimizes costs associated with the design and construction of the Facilities; *and*

[1] Internal System Improvement costs include the costs to design, permit, and construct the improvements needed within each Municipality's water system to effectively move Lake Michigan water within its distribution system once received from DWC.

WHEREAS, the Municipalities may enter into individual agreements, with the intent to share in the costs (including change orders) to design and construct Facilities for the transmission of Lake Michigan water and all other related costs from the DWC within each Municipality**;** *and*

WHEREAS, the Municipalities may enter into individual agreements with the intent not to share in the costs (including change orders) to design and construct Facilities for the transmission of Lake Michigan water and all other related costs from the DWC within each Municipality**;** *and*

WHEREAS, the Municipalities seek to enter into this Agreement to share in agreed-to costs for the goods and services of Vendors necessary to design and construct the Facilities, including, but not limited to, engineering and architecture, professional services, land acquisition, financing, surveys, construction, studies related to permitting, and other activities related to the design and construction of the Facilities that will transport and distribute Lake Michigan water from the DWC to each Municipality; *and*

WHEREAS, unless otherwise agreed, the cost to construct a Municipality's Internal System Improvements that are not a part of the Facilities, will be borne by each respective Municipality; *and*

WHEREAS, unless otherwise agreed, the Municipalities seek to enter into agreements to share in the costs of financing, funding, or other forms of financing including but not limited to grants, public and private loan funds, bonds, and other similar forms and finance structures; *and*

WHEREAS, unless otherwise agreed, the Municipalities seek to enter into this Agreement to share in the costs and proceeds from grants, loan forgiveness, or other types of financial benefits the Municipalities receive individually or collectively in the furtherance of the design and construction of the Facilities and all other related costs; *and*

WHEREAS, the division of financial responsibilities of each of the Municipalities are described in Exhibit 2, incorporated herein by reference. The Municipalities recognize certain parts of the Facilities will only serve one or two of the Municipalities and will not be shared by the third Municipality;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and undertakings hereafter set forth, the Municipalities agree as follows:

Section 1. The foregoing recitals are incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Municipalities agree to continue to work with DWC on the final transmission main route of the Facilities from DWC to the Municipalities that is efficient and cost-effective; *and*

Section 3. The Municipalities agree to cooperate with DWC in value engineering the project to construct the Facilities; *and*

Section 3. The Municipalities agree to coordinate and cooperate to jointly select and approve Vendors necessary to construct the Facilities, it being understood that the selection process must be or have been in accordance with all applicable ordinances and laws of the United States and the State of Illinois, as applicable, and will be by unanimous consent of the Municipalities.

Section 3. Prior to the selection of any Vendor for the Facilities, the Municipalities will work together to determine the scopes of work or assignment, the deliverables, and the estimated costs. It is understood that all contracts or agreements with an estimated cost in excess of $25,000 to any one Municipality must be approved by the corporate authorities of each of the respective Municipalities prior to the commencement of work.

Section 4. After careful consideration and deliberation, the Municipalities, upon execution of a construction agreement(s) with DWC for the construction of the Facilities and all other costs, excluding each Municipality's Internal System Improvement costs, agree to the cost-sharing allocation percentages as described in Exhibit 2.

Section 5. The Municipalities agree to review all invoices for goods and services rendered and to distinguish those costs which serve any single Municipality over the other Municipality, which cost will be paid by the benefitted Municipalities. Payment of all invoices must follow the Illinois Prompt Payment Act. It is further acknowledged that there are certain parts of the Facilities that will only serve one or two of the Municipalities and will not be shared by the third Municipality. The division of financial responsibilities of each of the Municipalities are described in Exhibit 2, incorporated herein by reference.

Section 6. This Agreement and the rights of the Municipalities hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Municipalities and their respective successors; *and*

Section 7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement must be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement is declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Municipalities, and, if such modification is not possible, the provision should be severed from this Agreement, and in either case the validity, legality, and

enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

Section 8. All notices required or permitted by this Agreement must be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the Village of Oswego:	Village Administrator Village of Oswego 100 Parkers Mill Oswego, Illinois 60543
With a copy to:	David Silverman Mahoney, Silverman & Cross, LLC 822 Infantry Drive, Suite 100 Joliet, Illinois 60435
If to the City of Yorkville:	City Administrator United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560
With a copy to:	Kathleen Field Orr 2024 Hickory Road, Suite 205 Homewood, Illinois 60430
If to the Village of Montgomery:	Village Administrator Village of Montgomery 200 North River Street Montgomery, Illinois 60538
With a copy to:	Laura M. Julien Mickey, Wilson, Weiler, Renzi & Andersson 140 South Municipal Drive Sugar Grove, Illinois 60542

Or any such other person, counsel or address as any Municipality specifies pursuant to this Section.

Section 9. This Agreement may be executed in counterparts, each of which will be deemed to be an original.

Section 10. This Agreement represents the entire agreement among the Municipalities pertaining to sharing the costs of designing, constructing, funding, and financing the Facilities and there are no other promises or conditions in any other agreement whether oral or written.

Section 11. This Agreement shall be in full force and effect upon approval by resolution adopted by the corporate authorities of their respective Municipalities; provided, however, any Municipality may terminate this Agreement by providing sixty (60) calendar days' advance written notice to the other Municipalities. In the event a Municipality terminates participation in this joint undertaking, that Municipality will be responsible for its share of all costs incurred and costs to be incurred due to written contracts or commitments. If a Municipality terminates its participation in this Agreement, this Agreement will remain in full force and effect between the remaining two Municipalities.

Section 12. This Agreement may be amended only with written consent of all Parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement, among the Village of Oswego, Kendall and Will Counties, Illinois, the United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois have executed this Agreement as dated below by each Mayor:

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Village of Oswego, Kendall and Will Counties, Illinois, a municipal corporation

By: _____
President

Attest:

_____
Village Clerk

Village of Montgomery, Kane and Kendall Counties, Illinois, a municipal corporation

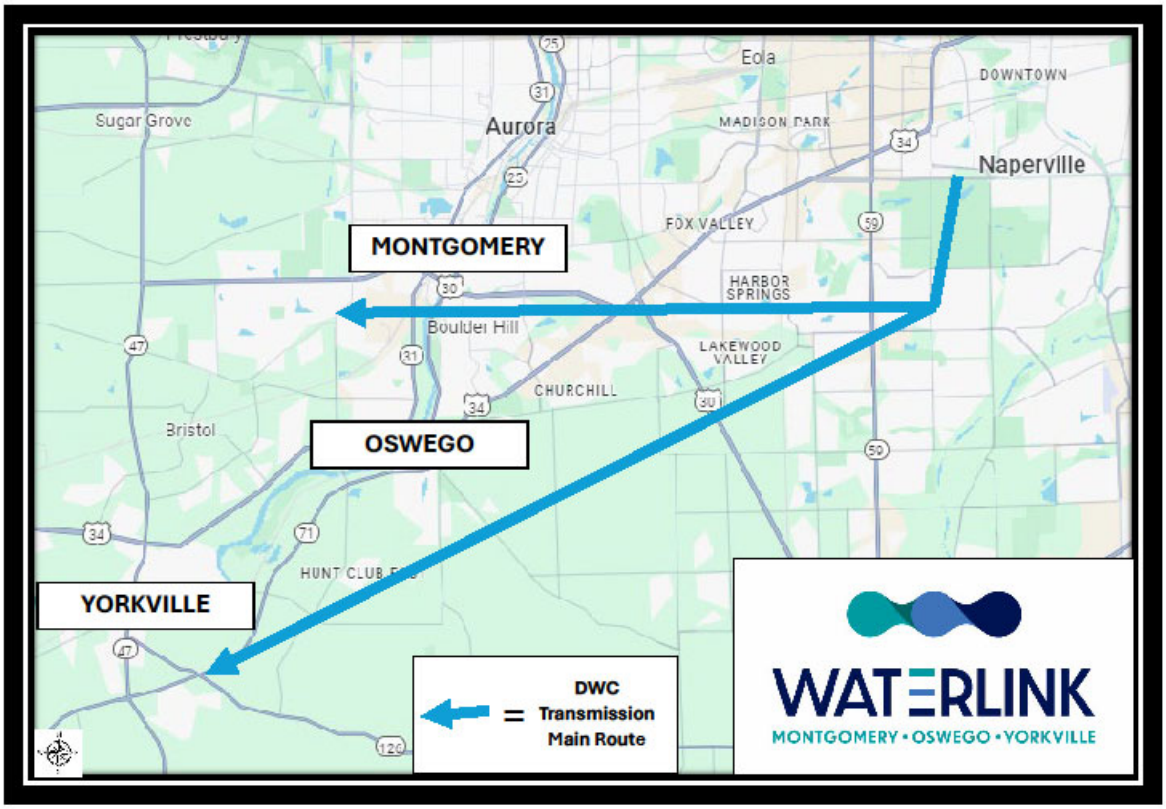
By: _____
President

Attest:

_____
Village Clerk

EXHIBIT 1
FACILITIES' ROUTE MAP

DuPage Water Commission Transmission Main Route



DRAFT - April 2024

EXHIBIT 2
DIVISION OF FINANCIAL RESPONSIBILITIES/ ALLOCATION OF COSTS

The Village of Oswego, the Village of Montgomery, and the United City of Yorkville after careful consideration and deliberation agree to the following cost-sharing percentages for the Construction Agreement with DWC for the construction of the Facilities and all other agreed to costs, excluding each Municipality's Internal System Improvement costs:

The Village of Oswego commits and agrees to pay	35.36%
The Village of Montgomery commits and agrees to pay	24.42%
The United City of Yorkville commits and agrees to pay	40.22%

[THE REMAINDER OF THIS PAGE IS BLANK]

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-35

Agenda Item Summary Memo

Title: Liquor Code Amendment – Water Parks

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator
Date: May 14, 2024
Subject: Liquor Code Amendment – Water Parks

Summary

Proposed amendment to the liquor code creating a new liquor class for water parks.

Background

The local water park, Raging Waves, has contacted City staff requesting to be allowed to sell beer, wine, and liquor for consumption on its premises. Raging Waves stated they are requesting beer, wine, and liquor to be served in their private cabanas area and beer gardens throughout the park. They also mentioned that beer, wine, and liquor will be served in non-glass containers. After numerous meetings with Raging Waves, staff proposes a new license class for water parks.

The proposed definition would be as follows: Water park: A water park is an amusement park that has a minimum of ten (10) total acres that features water play areas such as swimming pools, water slides, splash pads, water playgrounds, and lazy rivers, as well as areas for floating, swimming, and other aquatic recreation. The proposed license class would be as follows:

WP - Water Parks.

a. Authorizes a licensee to sell beer, wine, and liquor for consumption on the premises within designated areas of the water park approved by the City Liquor Control Commissioner.

b. The sale and consumption of beer, wine, and liquor are permitted between the hours of 10:00 a.m. to 6:00 p.m. (unless otherwise extended by the City Liquor Control Commissioner at his discretion)

c. Beer, wine, and liquor are to be served in non-glass containers only.

Staff is proposing an annual license fee of $1,050.00 for water parks. For comparison, the sports dome liquor license is another Yorkville liquor license with an annual license fee of $1,050.00.

Recommendation

Staff recommend approval of the attached ordinance.

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING TITLE 3, CHAPTER 3 OF THE CODE OF ORDINANCES CREATING A NEW LIQUOR LICENSE CLASS AND FEE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the Mayor and City Council have the power to determine the number, kind and classification of liquor licenses and the regulations for the sale of alcoholic beverages; and in addition pursuant to its powers to protect the public's health, welfare and safety this Ordinance is hereby adopted.

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

Section 1. Title 3, Section 3-3-1 of the Code of Ordinances of the City is hereby amended by adding the following definition for a water park:

H. Water park: A water park is an amusement park that has a minimum of ten (10) total acres that features water play areas such as swimming pools, water slides, splash pads, water playgrounds, and lazy rivers, as well as areas for floating, swimming, and other aquatic recreation.

Section 2. That Title 3, Chapter 3, Section 4, Subsection (A)(4) of the Code of Ordinances of the City is hereby amended by adding the following new classification for a liquor license:

WP - Water Parks.

a. Authorizes a licensee to sell beer, wine, and liquor for consumption on the premises within designated areas of the water park approved by the City Liquor Control Commissioner.

b. The sale and consumption of beer, wine, and liquor are permitted between the hours of 10:00 a.m. to 6:00 p.m. (unless otherwise extended by the City Liquor Control Commissioner at his discretion)

c. Beer, wine, and liquor are to be served in non-glass containers only.

Section 3. Title 3, Section 3-3-5, Subsection B of the Code of Ordinances of the City is hereby amended by adding the following to number 4 under said Subsection B:

WP – Water Park …… $1,050.00

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-36

Agenda Item Summary Memo

Title: Agreement for Land Acquisition Consulting Services - Mathewson

Meeting and Date: City Council – May 14, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 8, 2024
Subject: Agreement for Land Acquisition Consulting Services - Mathewson

---

Summary

Consideration of an agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

Background

The City will be responsible for acquiring a water tower site near Route 71 and 126 for the upcoming Lake Michigan water supply project, as well as several easements throughout town for watermain extensions associated with the same project. These properties and easements must be acquired under federal land acquisition procedures to maintain WIFIA loan eligibility for the related expenses. The City does not have anyone on staff or within our existing consultant pool that is qualified for federal land acquisition processes. Accordingly, our staff and EEI reached out to various consultants used on area projects, including the DuPage Water Commission's (DWC) current engineering efforts, and have recommended Mark Mathewson of Mathewson Right of Way Company.

Mark is currently working on the DWC's land acquisition efforts and is agreeing to a unit price in line with the DWC contract. In general, the contract covers everything from initial point of contact, acquisition negotiations, surveys, and closing costs. The contract cost of $162,250 is included in the FY 25 budget within the water fund. The exact locations of the properties and easements are not being disclosed due to confidentiality concerns, and because the exact routes of the watermains are not final and may change.

Recommendation

Staff recommends approval of the agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING AN AGREEMENT FOR LAND ACQUISITION CONSULTING SERVICES WITH MATHEWSON RIGHT OF WAY COMPANY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

WHEREAS, the City's Municipal Code provides that the City may approve contracts that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City requires the assistance of a consultant in the acquisition of property required for the construction of certain water infrastructure improvements; and

WHEREAS, the City's engineering consultant, Engineering Enterprises, Inc., has obtained a proposal for said consulting services from Mathewson Right of Way Company, an Illinois Corporation; and

WHEREAS, the City finds Mathewson Right of Way Company's proposal to be satisfactory and wishes to enter into an agreement with Mathewson Right of Way Company for land acquisition consulting services.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the *Agreement for Land Acquisition Consulting Services,* by and between the City and Mathewson Right of Way Company, attached hereto as Exhibit A and made a part

hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

Exhibit A

AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES

United City of Yorkville
Lake Michigan Water System Improvement Project

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and the United City of Yorkville, a municipal corporation, whose address is 651 Prairie Pointe Drive, Yorkville, Illinois 60560 (CLIENT.)

MROWCO shall provide consulting services on behalf of the CLIENT for the acquisition of certain real estate interests required for the construction of the Lake Michigan Water System Improvement Project (PROJECT).

MROWCO shall perform the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

CLIENT shall compensate MROWCO for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The initial total amount of compensation authorized by this agreement is not to exceed $162,250.00; from time to time CLIENT and MROWCO may agree to increase the total authorized compensation by Supplement Agreement as provided herein.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 3rd day of May, 2024.

Mathewson Right of Way Company

By: _____
Mark D. Mathewson
President

Accepted this ___ day of _____, 2024.

United City of Yorkville

By: _____
Bart Olson
City Administrator

EXHIBIT A: SCOPE OF SERVICES

MROWCO agrees to perform, at the direction of CLIENT, the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM, to the extent not inconsistent with direction from any other relevant agency.

APPRAISALS and COMPARABLE SALES BOOK

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM and Yellow Book.

MROWCO shall provide a copy of an appraisal of each parcel to be submitted to the CLIENT for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by CLIENT and its other consultants.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CLIENT or its consultants. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order. Appraisal updates or revisions shall be compensated as provided in Exhibit B.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CLIENT or its trial counsel and shall be paid for outside of this contract.

MROWCO staff assists in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM and Yellow Book. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales book is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CLIENT. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order. Updates or Revisions to Appraisal Review Certifications shall be compensated as provided in Exhibit B.

MROWCO staff assists in the preparation of review appraisal work.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CLIENT's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CLIENT must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire

the parcel in the Negotiator's Report. Said report shall be available to the CLIENT as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CLIENT on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The CLIENT may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the CLIENT's Trial Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CLIENT reserves the right to require MROWCO to make a reasonable number of additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CLIENT. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CLIENT, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CLIENT due to new parcel information supplied by the CLIENT to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order. Additional Negotiation Services shall be compensated as provided in Exhibit B.

CLOSINGS

MROWCO shall attend or otherwise supervise the actual closing of each acquired parcel. Closings may require an escrow transaction and in all cases MROWCO will coordinate the closings through and in accordance with any direction from CLIENT's legal counsel.

PROJECT MANAGEMENT

MROWCO shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the CLIENT and MROWCO and coordinate all daily project activities of MROWCO.
- Understand the scope of work for each work order and the associated deadlines/timeframes the CLIENT needs to meet.
- Assist CLIENT in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the CLIENT and MROWCO.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPPM and the Relocation Assistance and Real Property Acquisition Act (Uniform Act).
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.

EXHIBIT B: COMPENSATION AND INVOICING

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the attached EXHIBIT B-1.

The sum total of all services provided for in this AGREEMENT shall not exceed the amount noted on page 1 of this Agreement.

Direct Expenses, except as otherwise provided, shall include later date title charges, document copy fees, partial release fees, trustee fees, Title Insurance, Escrow closing fees, recording and other closing costs imposed by the title company.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

All services shall be invoiced approximately monthly.

Appraisal Fees shall be invoiced when the initial appraisal report is delivered to the Reviewer.

The Appraisal Review fee shall be invoiced when the completed Appraisal and Review are delivered to the client.

The Negotiation fee shall be invoiced at 50% when the offer is made and the balance when agreement is reached with the owner or when the matter is referred to condemnation.

The Closing fee shall be invoiced when the matter is closed and the property owner has been paid.

Direct expenses shall be invoiced approximately monthly as they are incurred.

From time to time, if MROWCO and CLIENT agree to expand the scope of work to include additional parcels or expand the scope to include additional services, said agrrement shall be memorialized by the execution of a Supplement Agreement form referencing this Agreement and except to the extent modified by said Supplement Agreement the terms of this Agreement shall control.

EXHIBIT B-1

UNITED CITY OF YORKVILLE

LAKE MICHIGAN WATER SYSTEM IMPROVEMENT PROJECT

Land Acquisition Scope and Budget

Version 1.0
Prepared APRIL 17, 2024
Prepared by: MDM

DRAFT ONLY FOR DISCUSSION PURPOSES

Acquistion Type/Category	Note	Appraisal Count	Negotiation Count	Appraisal	Review	Negotiation	Closing	Unit	Extension
Private									
Non-Complex Private	1	9	9	$4,500.00	$2,000.00	$5,000.00	$1,500.00	$13,000.00	$117,000.00
Totals		**9**	**9**						**$117,000.00**

Project Management	Hours/Units	Rate	Extension	
Attorney	25 hours	$350.00	$8,750.00	
Staff	15 hours	$250.00	$3,750.00	
			$12,500.00	**$12,500.00**
Sub Total Net of Direct Expense and Contingency				**$129,500.00**
Direct Expenses	2	9	$2,000.00	**$18,000.00**
				$147,500.00
Additional Appraisal, Appraisal Review and Negotiation Contingency	3	10%		**$14,750.00**
Total				**$162,250.00**

Notes:

1 Non-Complex Private Parcels shall exclude railroad, utility and government agency owned properties.

2 Direct Expenses shall include all closing costs for parcels with a total compensation of under $100,000.00. Any parcel acquired with a compensation in excess of $100,000.00 shall be acquired through escrow and the associated closing costs shall be included as a "property cost" and paid directly by Client through the title company closing. All fees assume title work provided by Wheatland Title Company.

3 To be used as needed.

EXHIBIT C: TERMS AND CONDITIONS

1. Parcels

CLIENT shall provide MROWCO with relevant plats of survey or plats of easement, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the improvement but which are not considered as part of the improvement right of way, all of which are under the same ownership involving a complete contiguous parcel.

2. Termination

CLIENT may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the CLIENT; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by the CLIENT accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to CLIENT prior to the date of said termination.

3. Project Materials

a. It is understood and agreed that the CLIENT shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to the CLIENT. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to the CLIENT. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of the CLIENT when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the CLIENT. MROWCO's parcel files shall be available for inspection or review of its contents by the CLIENT, or the personnel of any relevant agency possessing jurisdiction at any time.

b. Electronic copies shall be provided unless the CLIENT requests to the contrary.

c. CLIENT shall as soon as practicable direct MROWCO as to its preferred disposition of original documents.

4. **Records Preservation**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the CLIENT Auditor; and MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials.

5. **Consultant Certifications and Representations**

a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the CLIENT under this AGREEMENT.

b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.

c. MROWCO certifies that it is not in default on an educational loan.

d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.

e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."

f. MROWCO, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
iii. does not have a proposed debarment pending; and

iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.

h. MROWCO is hereby notified that the CLIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.

i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

6. **Disclosures**

a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the CLIENT accepting this AGREEMENT and return all material furnished to him for reassignment to others.

b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.

c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the CLIENT shall have the right to annul this AGREEMENT without liability.

7. **Indemnity**

MROWCO will indemnify and hold harmless the CLIENT from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

8. **Insurance**

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property

Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: $1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of $100,000.00 for each incident.

The CLIENT shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. The CLIENT shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by the CLIENT shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

The CLIENT shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

9. **Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

10. **Governing Law**

Terms of this AGREEMENT will be governed by Illinois law.

11. **Transferability**

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the CLIENT accepting this AGREEMENT.

12. **Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by the CLIENT or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Right of Way Company
Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant ID Number

Mark D. Mathewson, President
Printed Name and Title

May 3, 2024
Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement or materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders arid instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - withholding of payments to the contractor under the contract until the contractor complies, and/or
    - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State of the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the. State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all it subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Right of Way Company
2024 Hickory Road, Suite 205
Homewood, IL 60430

By: _____ May 3, 2024
Mark D. Mathewson, President

FEIN: 20-3870734 Telephone: (312) 676-2900

For the **LPA**:

United City of Yorkville

By: _____ Date: _____
LPA Representative

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2024-37

Agenda Item Summary Memo

Title: We are Called to Care Lease – 609 N. Bridge Street

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 14, 2024
Subject: We are Called to Care Lease – 609 N. Bridge Street

Summary

Approval of a lease for 609 N. Bridge Street to We are Called to Care.

Background

The City staff and Mayor met with board members and the Executive Director, Shari Chapman, from We are Called to Care, a non-for-profit corporation that provides emergency care for foster youth as they transition to a more permanent situation. They were interested in the 609 N. Bridge Street building. The City purchased the property in 2017 with the intent to use the property for future expansion or renovation of the Public Works property to the west. With the building of a future Public Works/Parks facility on Boombah Boulevard, this property would be available for their use.

We are Called to Care would be rehabbing the residential structure and creating the space as usable for their needs. They would be maintaining the interior and exterior of the building as well as the property itself. They are interested in demolishing the garage on-site. The City would have no maintenance or repair obligations under the terms of the lease. They are seeking a 10-year term, with no monthly rent. Any capital improvement done to the property over $5,000 in value, the City Council would need to approve. Anything under $5,000 the City Administration can approve. This is similar to how the lease works at the Hydraulic Street building that the City leases to Foxy's ice cream, in terms of maintenance.

The attached lease has been reviewed and approved by the We are Called to Care organization. Staff believes this would be a good use for the building and it does not require any re-zoning to the property for this use. Staff and the Mayor believe this would be a good partnership and a good fit for the vacant residential property.

Recommendation

Staff requests approval of the lease for 609 N. Bridge Street to We are Called to Care.

Ordinance No. 2024-_____

AN ORDINANCE APPROVING A LEASE AGREEMENT FOR CERTAIN REAL ESTATE IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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, 65 ILCS 5/11-76-1 provides, in part, that the corporate authorities of the City have the power by ordinance adopted by an affirmative vote of three-fourths of the elected corporate authorities then holding office to lease real property for a term not to exceed ninety-nine years; and

WHEREAS, We are Called to Care, an Illinois not-for-profit corporation (the "Corporation"), desires to provide emergency care for foster youth within the corporate boundaries of the City (the "Services"); and

WHEREAS, the City owns property commonly known as 609 North Bridge Street, Yorkville, Illinois, which the Corporation desires to lease for the purpose of providing the Services; and

WHEREAS, the City finds that the Corporation providing the Services to foster youth within the City would be in the best interest of the City and residents, and that a lease of the Subject Property to the Corporation is therefore desirable.

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

Section 1. The above recitals are incorporated herein by reference as though fully set forth.

Section 2. That the Lease Agreement attached hereto is hereby approved.

Section 3. That the Mayor and City Clerk are directed to execute and attest to said Lease Agreement and do all that is necessary to consummate said Lease Agreement.

Section 4. That all ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

Section 5. That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

Section 6. That this ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of Page Intentionally Left Blank. Roll Call Vote to Follow.]

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

Lease
United City of Yorkville to Kendall County, Illinois

This lease ("Lease") is made between the United City of Yorkville, Illinois a municipal corporation ("Lessor") and the We are Called to Care, a non-for-profit corporation of Illinois ("Lessee").

Lessor hereby leases to Lessee the Premises commonly known as 609 North Bridge Street, Yorkville to the Lessee upon the following terms and conditions:

1. **Term.** The term of this Lease for the Premises shall commence on May 14, 2024 and terminate on May 14, 2034 (the "Term") with no monthly rent.

2. **Use and Occupancy.** Lessee shall use and occupy the Premises for the purpose of Lessee's to transform this property in a vital resource for youth in emergency situations due to abuse or neglect in accordance with the terms and conditions set forth herein. This home would provide emergency care for foster youth as they transition to a more permanent situation. Lessee agrees not to use the Premises in any way that would result in the Premises becoming subject to real estate taxes.

3. **Care and Maintenance of Premises.** Lessee has examined the Premises and acknowledges that the Premises require rehabilitation which the Lessee is prepared to undertake at its sole cost. Lessee shall comply with any and all ordinances and regulations affecting the Premises and the rehabilitation thereof. The Lessor shall not be responsible for any work upon the Premises. Further, the Lessee shall fully indemnify and hold harmless the Lessor from any and all claims, damages, injuries, fines, attorney's fees or other damages arising from the Lessee's rehabilitation of the Premises and the use and occupancy of the Premises. Lessee shall be responsible for all repairs required during the term of this Lease, Lessor shall have no maintenance or repair obligations. Further, Lessee shall be solely responsible for all exterior maintenance *(i.e.* snow removal, plowing, landscaping, etc.). Lessee shall keep the parking lot, sidewalk, and all other exterior areas in good condition.

4. **No Liens.** In the event any lien upon Lessor's title results from any act of Lessee, and in the event that Lessee fails to remove said lien or bond over such lien within sixty (60) days after Lessor's notice to do so, in addition to being a material breach of this Lease, Lessor may remove the lien by paying the full amount thereof without question of validity. Lessee shall pay Lessor, upon request, the amount paid out by Lessor in such behalf, including Lessor's reasonable costs, reasonable expenses and reasonable legal counsel fees. Lessee shall comply with all statutes, City ordinances and City requirements or which may hereafter be in force pertaining to the Premises.

5. **Improvements.** As stated above, the Lessee shall make improvements to the Premises and at the end of the Term or Renewal Term of this Lease, the Lessee shall deliver the Premises in good order and condition. At the termination of this Lease, any improvements made to the Premises shall remain the property of the Lessor (including lighting and building

improvements). Any capital improvements done on the Premises, over $10,000 in value, other than the initial improvements, shall be approved by the City Council prior to commencement. For the purposes of this Agreement, maintenance work shall include regular upkeep of all components of the Premises, including maintenance and repairs. Any capital improvements done on the Premises of $5,000 or more but less than $10,000, other than the initial improvements, shall be approved by the City Administrator prior to commencement. Any capital improvements must be inspected by the City and all work and contractors must be licensed, bonded, and insured.

6. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises, without the Lessor's prior written consent.

7. **Utilities.** Lessee shall pay all utility expenses and taxes (i.e. gas, electric, water, sanitary district, sewer, phone, cable, etc.) during the term of this Lease. Said utilities shall be separately metered for the Premises. No utilities are provided by the Lessor. Any interruption of utilities shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. Lessee hereby waives all claims against Lessor for injury or damage arising from failure to furnish such utilities. Lessee shall also pay for and secure adequate refuse removal service,

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

9. **Insurance.**

a. Lessee shall save Lessor harmless and indemnify Lessor from and against all injury, loss, claims or damage to any person or property while on the Premises (including, parking areas, sidewalks or common areas of the Premises), and from and against all injury, loss, claim or damage to any person or property anywhere occasioned by any act, neglect or default of Lessee. Lessee shall maintain with respect to the Premises public liability insurance (including bodily injury and property damage) with limits of no less than Two Million and 00/100 Dollars ($2,000,000) in companies acceptable to Lessor and qualified to do business in the State of Illinois, insuring Lessor as well as Lessee against injury to persons or damage to property as herein provided. Lessee shall deposit with Lessor, at or prior to the commencement of the Term of this Lease, and thereafter within thirty (30) days prior to the expiration of such policies, the policies themselves or certificates of such insurance to be carried by Lessee. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a thirty (30) day written notice to Lessor in the event of nonpayment, cancellation or any material change of coverage. To the maximum extent permitted by insurance policies which may be owned by either Lessor and/or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

FURTHER, LESSEE SHALL OBTAIN APROPRIATE BUSINESS INSURANCE TO COVER THE LESSEE'S PROPERTY, CONTENTS, TRADE FIXTURES, IMPROVEMENTS AND CUSTOMER PROPERTY. THE LESSOR IS NOT LIABLE FOR SAME.

b. **All insurance policies required hereunder shall name the Lessee as an additional insured under each policy.**

10. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessee shall forthwith repair the same, provided that such repairs can be made within sixty (60) days and in compliance with existing governmental laws and regulations; provided however:

a. In the event that the Lessee shall elect not to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated.

b. In the event that the building located at the Premises is partially destroyed Lessee must repair the building to the same condition as prior to such partial destruction or this Lease shall be terminated.

c. A total destruction of the building on the Premises shall automatically terminate this Lease.

11. **No Waiver by Lessor.** The failure of Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed as a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally. In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

12. **Hazards & Storage.** Lessee shall not, at any time, store any material or equipment of any kind or character within or without the Premises except in strict compliance with all applicable ordinances, laws or regulations of any governmental unit having jurisdiction. Lessee shall not permit the storage of any toxic and/or hazardous material, including, without limitation, asbestos, PCB, pesticides, oil wastes, herbicides and any other materials deemed toxic by the State of Illinois or United States Environmental Protection Agency in, except in strict compliance with all applicable ordinances, laws or regulations of any governmental unit having jurisdiction, on or around the Premises.

13. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Lease, shall, except as otherwise specifically provided herein, be in writing by (i) personal delivery; or (ii) shall be deemed as having been given three (3) business days after the same has been mailed by United States Registered or Certified Mail (Return Receipt Requested), postage prepaid at the address shown below:

Lessor:	**Lessee:**
United City of Yorkville 651 Prairie Pointe Yorkville, IL 60560	We are Called to Care NFP 15450 State Route 47 Newark, IL 60541

Notwithstanding the above, the required notice may be delivered via fax, provided that a transmission receipt is produced acknowledging the successful transmission of the copy. Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address.

14. **Miscellaneous Provisions:**

a. **Construction.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

b. **Time of Essence.** It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease. Further, failure of either Lessor or Lessee to insist upon the strict compliance of the covenants and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants and agreements.

c. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by the Lessor and Lessee.

d. **Venue.** The parties agree that unless otherwise instituted by Lessor, or agreed by Lessor, the sole and exclusive venue for the enforcement, interpretation, or otherwise for any litigation between the parties shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois.

e. **Authority.** The Parties each represent that each, respectively, has full right, power and authority to execute this Lease and that the person signing this Lease has the authority to bind that Party.

f. **Execution.** This Lease and any amendments or supplements thereto may be executed in any numbers or counterparts and by different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

g. **Heirs, Assigns, Successors.** This Lease is binding upon and shall inure to the benefit of the parties, their heirs and successors in interest.

h. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

Signed this _____ day of _____, 2024.

Lessor:	**Lessee:**
United City of Yorkville, Kendall County	We are Called to Care
_____	By: _____
	By: _____

Lease
United City of Yorkville to Kendall County, Illinois

This lease ("Lease") is made between the United City of Yorkville, Illinois a municipal corporation ("Lessor") and the We are Called to Care, a non-for-profit corporation of Illinois ("Lessee").

Lessor hereby leases to Lessee the Premises commonly known as 609 North Bridge Street, Yorkville to the Lessee upon the following terms and conditions:

1. **Term.** The term of this Lease for the Premises shall commence on May 14, 2024 and terminate on May 14, 2034 (the "Term") with no monthly rent.

2. **Use and Occupancy.** Lessee shall use and occupy the Premises for the purpose of Lessee's to transform this property in a vital resource for youth in emergency situations due to abuse or neglect in accordance with the terms and conditions set forth herein. This home would provide emergency care for foster youth as they transition to a more permanent situation. Lessee agrees not to use the Premises in any way that would result in the Premises becoming subject to real estate taxes.

3. **Care and Maintenance of Premises.** Lessee has examined the Premises and acknowledges that the Premises require rehabilitation which the Lessee is prepared to undertake at its sole cost. Lessee shall comply with any and all ordinances and regulations affecting the Premises and the rehabilitation thereof. The Lessor shall not be responsible for any work upon the Premises. Further, the Lessee shall fully indemnify and hold harmless the Lessor from any and all claims, damages, injuries, fines, attorney's fees or other damages arising from the Lessee's rehabilitation of the Premises and the use and occupancy of the Premises. Lessee shall be responsible for all repairs required during the term of this Lease, Lessor shall have no maintenance or repair obligations. Further, Lessee shall be solely responsible for all exterior maintenance *(i.e.* snow removal, plowing, landscaping, etc.). Lessee shall keep the parking lot, sidewalk, and all other exterior areas in good condition.

4. **No Liens.** In the event any lien upon Lessor's title results from any act of Lessee, and in the event that Lessee fails to remove said lien or bond over such lien within ~~thirty~~ sixty (~~30~~60) days after Lessor's notice to do so, in addition to being a material breach of this Lease, Lessor may remove the lien by paying the full amount thereof without question of validity. Lessee shall pay Lessor, upon request, the amount paid out by Lessor in such behalf, including Lessor's reasonable costs, reasonable expenses and reasonable legal counsel fees. Lessee shall comply with all statutes, City ordinances and City requirements or which may hereafter be in force pertaining to the Premises.

5. **Improvements.** As stated above, the Lessee shall make improvements to the Premises and at the end of the Term or Renewal Term of this Lease, the Lessee shall deliver the Premises in good order and condition. At the termination of this Lease, any improvements made to the Premises shall remain the property of the Lessor (including lighting and building

Formatted: Indent: Left: 0", First line: 0.25"

improvements). Any capital improvements done on the Premises, over $~~5~~10,~~–~~000 in value, other than the initial improvements, shall be approved by the City Council prior to commencement. For the purposes of this Agreement, maintenance work shall include regular upkeep of all components of the Premises, including maintenance and repairs. Any capital improvements done on the Premises of $5,000 or more but less than $10,000, other than the initial improvements, shall be approved by the City Administrator prior to commencement. Any capital improvements must be inspected by the City and all work and contractors must be licensed, bonded, and insured.

6. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises, without the Lessor's prior written consent.

7. **Utilities.** Lessee shall pay all utility expenses and taxes (i.e. gas, electric, water, sanitary district, sewer, phone, cable, etc.) during the term of this Lease. Said utilities shall be separately metered for the Premises. No utilities are provided by the Lessor. Any interruption of utilities shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. Lessee hereby waives all claims against Lessor for injury or damage arising from failure to furnish such utilities. Lessee shall also pay for and secure adequate refuse removal service,

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

9. **Insurance.**

a. Lessee shall save Lessor harmless and indemnify Lessor from and against all injury, loss, claims or damage to any person or property while on the Premises (including, parking areas, sidewalks or common areas of the Premises), and from and against all injury, loss, claim or damage to any person or property anywhere occasioned by any act, neglect or default of Lessee. Lessee shall maintain with respect to the Premises public liability insurance (including bodily injury and property damage) with limits of no less than Two Million and 00/100 Dollars ($2,000,000) in companies acceptable to Lessor and qualified to do business in the State of Illinois, insuring Lessor as well as Lessee against injury to persons or damage to property as herein provided. Lessee shall deposit with Lessor, at or prior to the commencement of the Term of this Lease, and thereafter within thirty (30) days prior to the expiration of such policies, the policies themselves or certificates of such insurance to be carried by Lessee. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a thirty (30) day written notice to Lessor in the event of nonpayment, cancellation or any material change of coverage. To the maximum extent permitted by insurance policies which may be owned by either Lessor and/or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

FURTHER, LESSEE SHALL OBTAIN APROPRIATE BUSINESS INSURANCE TO COVER THE LESSEE'S PROPERTY, CONTENTS, TRADE FIXTURES, IMPROVEMENTS AND CUSTOMER PROPERTY. THE LESSOR IS NOT LIABLE FOR SAME.

b. **All insurance policies required hereunder shall name the Lessee as an additional insured under each policy.**

10. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessee shall forthwith repair the same, provided that such repairs can be made within sixty (60) days and in compliance with existing governmental laws and regulations; provided however:

a. In the event that the Lessee shall elect not to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated.

b. In the event that the building located at the Premises is partially destroyed Lessee must repair the building to the same condition as prior to such partial destruction or this Lease shall be terminated.

c. A total destruction of the building on the Premises shall automatically terminate this Lease.

11. **No Waiver by Lessor.** The failure of Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed as a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally. In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

12. **Hazards & Storage.** Lessee shall not, at any time, store any material or equipment of any kind or character within or without the Premises except in strict compliance with all applicable ordinances, laws or regulations of any governmental unit having jurisdiction. Lessee shall not permit the storage of any toxic and/or hazardous material, including, without limitation, asbestos, PCB, pesticides, oil wastes, herbicides and any other materials deemed toxic by the State of Illinois or United States Environmental Protection Agency in, except in strict compliance with all applicable ordinances, laws or regulations of any governmental unit having jurisdiction, on or around the Premises.

13. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Lease, shall, except as otherwise specifically provided herein, be in writing by (i) personal delivery; or (ii) shall be deemed as having been given three (3) business days after the same has been mailed by United States Registered or Certified Mail (Return Receipt Requested), postage prepaid at the address shown below:

Lessor:	**Lessee:**
United City of Yorkville 651 Prairie Pointe Yorkville, IL 60560	We are Called to Care NFP 15450 State Route 47 Newark, IL 60541

Notwithstanding the above, the required notice may be delivered via fax, provided that a transmission receipt is produced acknowledging the successful transmission of the copy. Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address.

14. **Miscellaneous Provisions:**

a. **Construction.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

b. **Time of Essence.** It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease. Further, failure of either Lessor or Lessee to insist upon the strict compliance of the covenants and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants and agreements.

c. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by the Lessor and Lessee.

d. **Venue.** The parties agree that unless otherwise instituted by Lessor, or agreed by Lessor, the sole and exclusive venue for the enforcement, interpretation, or otherwise for any litigation between the parties shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois.

e. **Authority.** The Parties each represent that each, respectively, has full right, power and authority to execute this Lease and that the person signing this Lease has the authority to bind that Party.

f. **Execution.** This Lease and any amendments or supplements thereto may be executed in any numbers or counterparts and by different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

g. **Heirs, Assigns, Successors.** This Lease is binding upon and shall inure to the benefit of the parties, their heirs and successors in interest.

h. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

Signed this _____ day of _____, 2024.

Lessor:	**Lessee:**
United City of Yorkville, Kendall County	We are Called to Care
_____	By: _____
	By: _____

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2024-38

Agenda Item Summary Memo

Title: Progressive Energy – Electric Supply Contract Renewal

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 8, 2024
Subject: Progressive Energy – Electric Supply Contract Renewal

---

Summary

Approval of a resolution engaging Progressive Energy Group (PEG) to seek bids from suppliers for the City's municipal electric accounts and authorize the Finance Director to enter into a contract with the low-cost provider for a period up to 48-months.

Background

Progressive Energy Group specializes in lowering operating costs and increasing revenues for their clients through a variety of service offerings, including gas & electric bill audit & procurement; POS system sales & installation; credit card processing; solar field development; municipal aggregation; and energy efficiency & conservation auditing. Progressive has over 1,500 municipal and business clients and has worked with Yorkville since 2011, assisting the City with alternate suppliers for its natural gas and electric accounts.

The City previously engaged Progressive to solicit bids from electric suppliers in 2020, which resulted in the City entering into a 48-month contract with the alternative electricity provider, Direct Energy, for its large usage, small usage, and street lighting accounts. The efficacy of this decision is evident in the historical electric prices chart, showcased in the Electric Audit City Facilities Update report by Progressive (Exhibit A - page 2). Since October 2021, Yorkville has consistently maintained supply rates well below market averages. Further substantiating this success, a detailed table on page 3 demonstrates the tangible benefits of opting for an alternate electricity supplier, with savings exceeding $300,000 since May 2020.

With the current supply contracts expiring in May (large/small accounts) and July (street light accounts), Progressive has provided updated supplier quotes (as of May 7th, rates fluctuate daily) with terms ranging from 12- to 48-months. As noted in Exhibit A, electricity demand is expected to increase 10% to 15% by 2030, which is primarily attributable to the ongoing expansion of large-scale data centers and the widespread adoption of electric vehicles and plug-in hybrids. Electricity costs are further being exacerbated on the supply-side. While renewable alternatives like solar and wind power are gaining traction, they have yet to fully offset the dwindling supply of traditional (i.e., fossil fuel) sources.

Recommendation

Due to the anticipated volatility in demand for electricity and the realized cost-savings of the current program, Staff recommends approval of the attached resolution authorizing Progressive Energy Group (PEG) to seek bids from suppliers for the City's municipal electric accounts and authorize the Finance Director to enter into a contract with the low-cost provider for a period up to 48-months. Moreover, assuming approval of the resolution, staff recommends entering into a contract with the low-cost supplier of each municipal account type (large, small & street lights) for a term of 48-months.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING PARTICIPATION IN PROGRESSIVE ENERGY GROUP (PEG) AND AUTHORIZING THE FINANCE DIRECTOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER BY RATE CLASSIFICATION FOR A PERIOD UP TO 48 MONTHS.

WHEREAS the United City of Yorkville, Kendall County, Illinois ("the City") is a duly organized and validly existing non home-rule municipality and political subdivision of the State of Illinois created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and create competitive market forces dictating the price of electricity; and

WHEREAS, the City has selected Progressive Energy Group (PEG) to serve as the City's non-exclusive broker relative to the acquisition of electrical energy for City facilities, due to PEG's municipal experience in Illinois and being a licensed broker with the Illinois Commerce Commission (ICC); and

WHEREAS, there is no cost to the City of Yorkville if the City chooses the PEG electricity supplier, being built into the prices of the electricity bid, so there will be no direct payment made to PEG by the City; and

WHEREAS the City has been working with PEG on Natural Gas procurement since 2011, and the City has enjoyed a good working relationship with PEG; and

WHEREAS, Commonwealth Edison no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the City desires to enter the market to secure a fixed rate, up to 48 months in term.

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

Section 1. That the Progressive Energy Group (PEG) is hereby appointed the City's non-exclusive broker for purposes of obtaining an electricity supply for the City's municipal needs.

Section 2. That the Finance Director is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by PEG, the Finance Director is hereby authorized to sign the contract with the most optimal bidder and report the results to the City Council after the contract is executed.

Section 4. That the Finance Director is authorized as the City's authorized representative in matters concerning the bid.

Section 5: The Resolution shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

[Remainder of page intentionally left blank – Roll Call Vote to follow]

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
RUSTY CORNEILS	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	CRAIG SOLING	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

PROGRESSIVE ENERGY GROUP
think ahead...move ahead™

Electric Audit City Facilities Update

City of Yorkville

Prepared for: City of Yorkville Staff
By: Arnold Schramel

Date: May 9, 2024

Office- (630) 882-6100
Fax- (630) 882-6132
Mobile (630) 870-9670
www.progessiveenergygroup.com

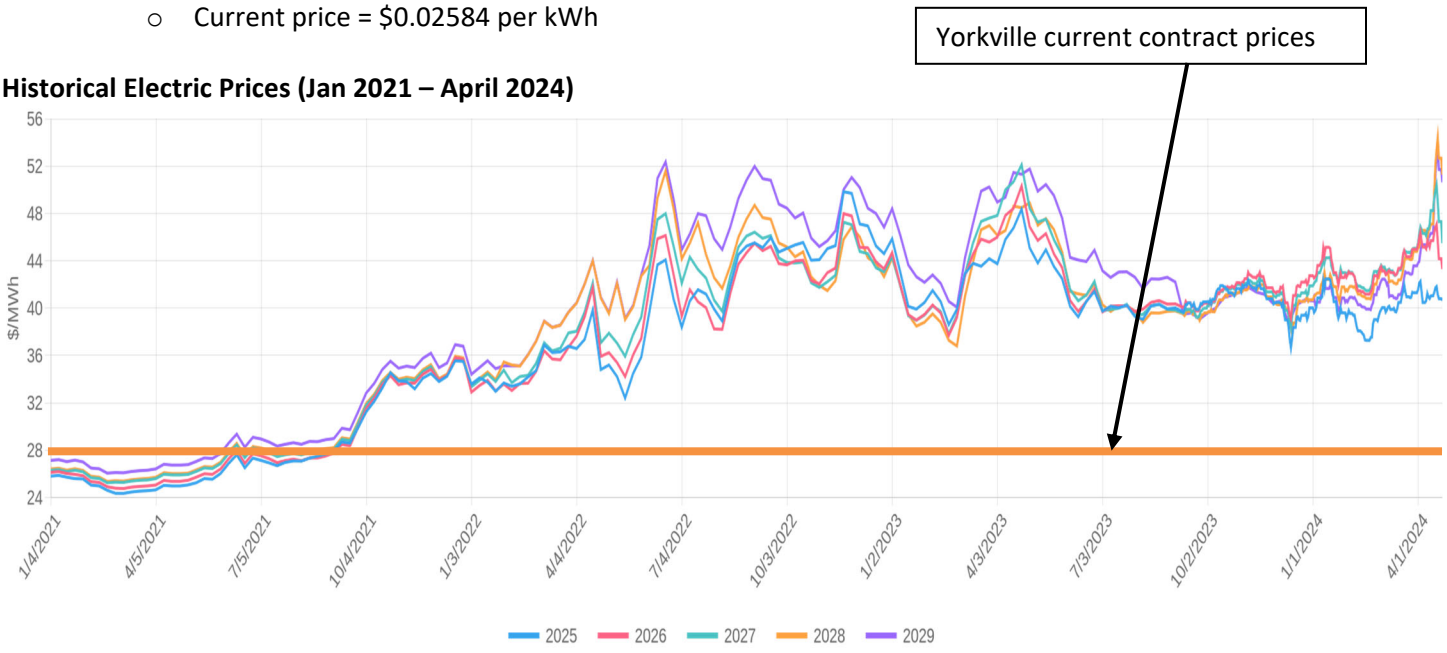
© 2019 Progressive Energy Group – All Rights Reserved

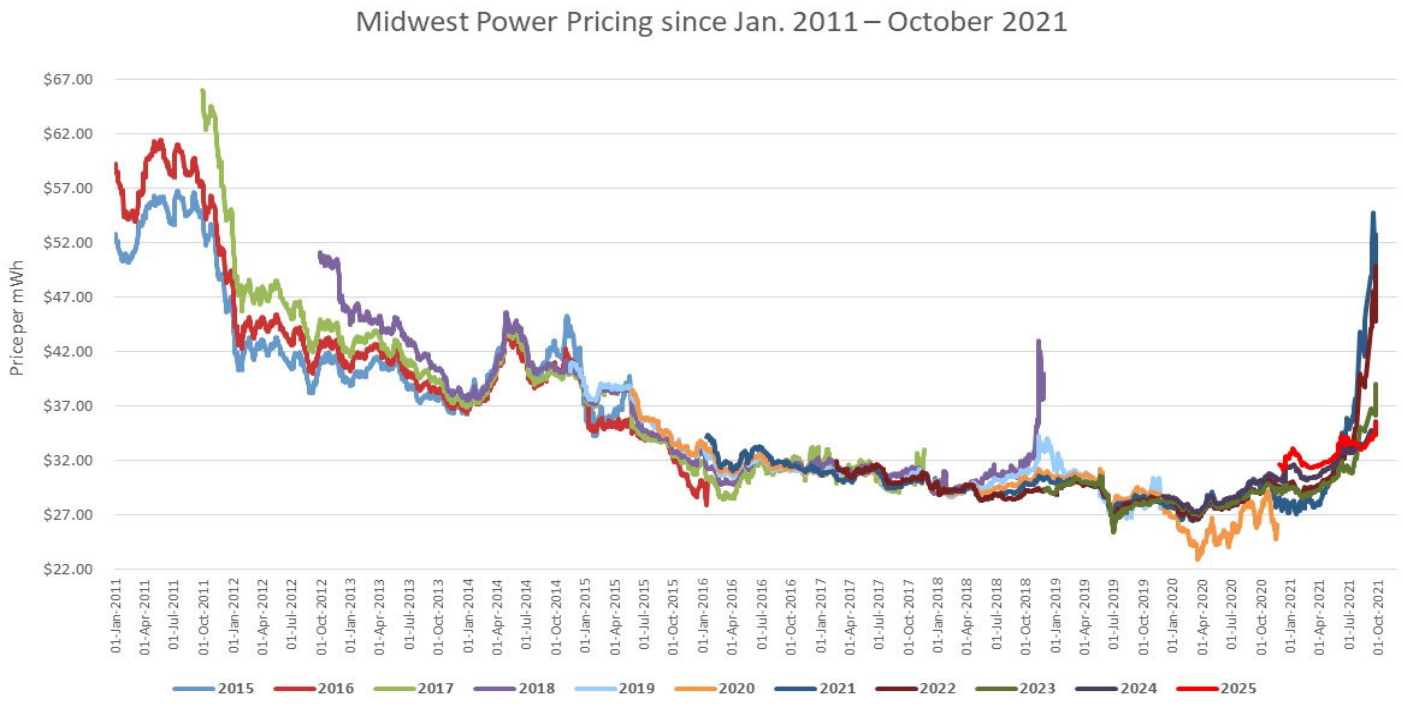
Electric Supply Contract Current Status:

The City's current electric contract for large and small accounts ends with meter reading dates with meter reads in May 2024. The City's contract for street lighting accounts ends in July 2024. The current prices City of Yorkville is paying:

- Large Usage Accounts (4) accounts, (48-month contract with Direct Energy)
  - Annual usage of 3,424,615 kWh's.
  - Current price = $0.02777 per kWh.
- Small Usage Accounts (17) accounts, (48-month contract with Dynegy Energy)
  - Annual usage of 287,208 kWh's.
  - Current price = $0.02939 per kWh.
- Lighting Accounts (13) accounts, (48-month contract with Direct Energy)
  - Annual usage of 1,388,232 kWh's.
  - Current price = $0.02584 per kWh

Historical Electric Prices (Jan 2021 – April 2024)





Savings over the past four (4) years on expiring Electric Contract

Savings vs Market Past Four (4) Years						
	May 2020 - Dec 2020	2021	2022	2023	Jan 2024 - May 2024	Total
Large Accounts	$ 6,233	$ 69,280	$ 45,308	$ 50,445	$ 13,961	$ 194,575
Small Accounts	$ 213	$ 5,345	$ 3,334	$ 3,765	$ 1,016	$ 23,022
Lighting Accounts	$ 4,313	$ 30,763	$ 21,046	$ 22,434	$ 6,552	$ 94,457
Annual Savings (total)	$ 10,758	$ 105,388	$ 69,688	$ 76,644	$ 21,529	**$ 312,054**

Large Account Pricing 05/07/2024

SUPPLIER QUOTES - Energy Only				
Supplier	**12 Months**	**24 Months**	**36 Months**	**48 Months**
AEP Energy:	**$0.04040**	**$0.04225**	**$0.04354**	**$0.04539**
Direct Energy:	$0.04252	$0.04481	$0.04640	$0.04802
MC Squared Energy:	$0.04673	$0.04897		
Dynegy Energy:	$0.04623	$0.04827	$0.04992	$0.05171
Shell Energy:	$0.04771	$0.04944	$0.05093	$0.05263
Freepoint Solutions:	$0.04914	$0.05123	$0.05269	$0.05392

Small Account Pricing 05/07/2024

SUPPLIER QUOTES - Energy Only				
Supplier	**12 Months**	**24 Months**	**36 Months**	**48 Months**
AEP Energy:	$0.04623	$0.04790	$0.04921	$0.05125
Direct Energy:	**$0.04518**	**$0.04678**	**$0.04842**	**$0.04991**
MC Squared Energy:	$0.04945	$0.05135		
Dynegy Energy:	$0.04889	$0.05073	$0.05232	$0.05417
Shell Energy:	$0.05120	$0.05276	$0.05421	$0.05592

Lighting Account Pricing 05/07/2024

SUPPLIER QUOTES - All-In Fixed				
Supplier	**12 Months**	**24 Months**	**36 Months**	**48 Months**
AEP Energy:	$0.03964	$0.04110	$0.04228	$0.04409
Direct Energy:	**$0.03850**	**$0.03967**	**$0.04145**	**$0.04281**
MC Squared Energy:	$0.04236	$0.04349		
Dynegy Energy:	$0.04164	$0.04316	$0.04503	$0.04681
Shell Energy:	$0.04057	$0.04126	$0.04292	$0.04436
Freepoint Solutions:	$0.04188	$0.04298	$0.04438	$0.04605

Financial Impact of higher future electric prices:

Financial Impact				
	12 Months	24 Months	36 Months	48 Months
Large Accounts	$ 43,253	$ 49,588	$ 54,006	$ 60,342
Small Accounts	$ 4,535	$ 4,995	$ 5,466	$ 5,894
Lighting Accounts	$ 17,575	$ 19,199	$ 21,670	$ 23,558
Total Impact	$ 65,363	$ 73,782	$ 81,142	$ 89,794

Community Solar Subscription Options

Illinois Community Solar is a program designed to expand access to solar energy and its benefits to a broader range of customers, including those who may not have suitable rooftops for solar panels or who prefer not to invest in individual solar installations. Community solar programs aim to make renewable energy accessible to residents, businesses, and organizations by allowing them to subscribe to a shared solar project located off-site.

How it Works:

1. Solar developers construct and operate community solar projects.
2. Residents and businesses subscribe to a portion of the solar energy generated.
3. The energy produced by the solar project is fed into the electric grid.
4. Subscribers receive energy credits on their electricity bills based on their subscribed share.
5. These credits offset a portion of the subscriber's electricity costs.

We recommend that the City of Yorkville should sign up for a Community Solar program when they become available later in 2024. These programs provide an additional guaranteed savings of 10% vs. the ComEd tariff rate monthly price. These programs are available for your small and lighting accounts. We estimate the City would save $12K per year under these programs.

Market Overview:

Electric demand is expected to increase 10%-15% by 2030 driven primarily by:

- Continued construction and development of Large-Scale Data centers for AI and crypto mining.
- Electric Vehicle and Plug in Hybrids expected to double in load by 2030.

At the same time the USA continues to retire fossil fuel generation at a record pace. Some of this is being replaced by Solar and Wind but many of the large Utility Scale Renewable Projects are many years away from getting permits and being constructed.

Next Steps

- Review recommendations with appropriate City Staff and get feedback.
- Get on City Council Agenda?

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2024-39

Agenda Item Summary Memo

Title: Municipal Advisor & Bond Counsel Engagement Letters

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 6, 2024
Subject: Municipal Advisor & Bond Counsel Engagement Letters

Summary

Approval of engagement letters for Speer Financial, Inc. (municipal advisor) and Saul Ewing, LLP (bond counsel) for services related to the proposed issuance of bonds to finance a new Public Works/Parks facility; and to provide funding for City water system improvements related to the DuPage Water Commission (DWC)/ Lake Michigan water sourcing project.

Background

Speer Financial, Inc., (www.speerfinancial.com) is a nationally recognized, employee-owned firm of municipal advisors, that works solely with governmental entities, specializing in debt issuance and related services. Speer has served as the City's primary municipal advisor for over a decade, including Yorkville's most recent bond issues in 2023 (water infrastructure improvements), 2021 (City Hall renovations), 2022 (2011 bond refinancing/City Hall renovations) and for the upcoming WIFIA loan issuance, which is currently in progress.

As noted in the attached engagement letter (Exhibit A – starting on page 4), Speer provides a range of debt related services, comprised of financial planning (debt service schedules, financing timelines, coordination of financial planning, etc.) and other services dependent on whether a bond is sold competitively or through a negotiated sale. As noted on page 2 of the engagement letter, Speer's charges include a base amount (between $5,000 and $102,500) and a per bond amount (between $0.25 and $2.50), which will vary depending on the amount of principal issued. Based on the proposed principal amounts for the Public Works/Parks Facility bonds ($40 million) and the Water bonds ($22.735 million), Speer's fees would be $67,500 and $50,235, respectively, for a total of $117,735 (if issued separately). If the bonds were issued together ($62.735 million in principal), Speer's fee would be $83,868, a savings of $33,867. Irrespective of whether the bonds are issued together or separately, Speer's fee is contingent on the issuance of the bonds, so if Council decided not to move forward with the issuance, no fees would be charged. All fees paid to Speer Financial would be funded by bond proceeds, since these costs would be directly correlated to the issuance of the proposed bonds.

Saul Ewing, LLP, (www.saul.com) is a national law firm with approximately 375 attorneys who provide an array of legal services to more than 40 different industries. Saul Ewing has served as bond counsel for the City's last four bond issuances, assisting the City with the various compliance and disclosure requirements. As shown on page 4 of the engagement letter (Exhibits B and C), Saul Ewing is proposing a fixed fee of $50,000 for the Public Works/Parks facility bonds and $45,000 for the Water bonds, if issued separately. If the bonds were issued concurrently, the fee would be $87,500, a savings of $7,500. Should Council decide not to issue the proposed bonds, the City would pay a proration of that amount for services previously rendered. Similar to Speer Financial in the preceding paragraph, all fees paid to Saul Ewing would be funded by bond proceeds.

Recommendation

Staff recommends approving the engagement letters for Speer Financial (municipal advisor) and Saul Ewing (bond counsel). Furthermore, in light of the savings detailed on the preceding page, staff proposes bundling these bonds together to capitalize on estimated cost savings exceeding $40,000. After thorough analysis of the City's cash position, staff is confident in the sufficiency of overall cash flow to fully finance all budgeted capital projects until the size and scope of the new Public Works/Park facility is determined later this year.

Exhibit A

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS
ESTABLISHED 1954

DANIEL FORBES, *President*
RAPHALIATA McKENZIE, *Senior Vice President*
MAGGIE BURGER, *Senior Vice President*
ANTHONY MICELI, *Senior Vice President*
MARK JERETINA, *Senior Vice President*
AARON GOLD, *Vice President*

February 26, 2024

Rob Fredrickson
Finance Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: United City of Yorkville, Kendall County, Illinois
Issuance of General Obligation (Alternate Revenue Source) to Finance water system improvements and the costs of a new public works facility.

Dear Rob:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the United City of Yorkville, Illinois (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for capital improvements, including improvements to the Client's water supply system and for the construction of a new public works facility (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Authorization. It is Speer's understanding that the **Administrator and Finance Director** of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Bond Issue Fee Schedule	
Production/Par Amount	**MA Fee**
$0 - $1,000,000	$5,000
$1,000,001 - $10,000,000	$5,000 + $2.50 Per Bond Above $1,000,000.
$10,000,001 - $20,000,000	$27,500 + $2.00 Per Bond Above $10,000,000
$20,000,001 - $50,000,000	$47,500 + $1.00 Per Bond Above $20,000,000
$50,000,001 -$100,000,000	$77,500 + $0.50 Per Bond Above $50,000,000
Above $100,000,000	$102,500 + $0.25 Per Bond Above $100,000,000

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B.** See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Required Disclosures. Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

Risk Disclosure. Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: 

Its: Senior Vice President

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE UNITED CITY OF YORKVILLE

Financial Planning Services

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.

2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.

3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.

4. *Planning*: Developing a debt financing plan that includes all or some of the following:

    a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.

    b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

    c. Financing Distribution List – Prepare a listing of the individuals and firms that will serve on the transaction.

Competitive Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).

3. *Disclosure Document, Notice of Sale and Bid Form:*

a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form, if not being otherwise prepared by another party involved with the transaction Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project or Bonds, if not otherwise being prepared by another party involved with the transaction.

b. Notice of Sale Publication - Prepare, as necessary, and disseminate a Notice of Sale.

c. Encouragement to Bidders - Circulate the preliminary Disclosure Document by posting the document to www.speerfinancial.com, as well as notifying applicable municipal bond industry publications of the pending sale and posting the Disclosure Document and bidding details to a competitive bid platform, such as www.speeracution.com.Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.

d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.

4. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including the preparation and dissemination of a closing letter.

5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).

3. *Disclosure Document and Proposals*:

a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, if not being otherwise completed by another transaction participant. If requested by the Client, prepare a Request for Proposals (RFP) or Request for Qualifications (RFQ) for underwriting services, and, following the award of the securities, the final Disclosure Document, if not being otherwise prepared by another transaction participant.

b. Proposal Analysis and Recommendations – If requested by the Client, review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.

4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.

5. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter.

6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A.** Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.

2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.

3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.

4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.

5. Participating in the underwriting of the debt, as prohibited by Federal securities law.

6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.

7. Verifying the accuracy of audited and unaudited financial statements.

8. Giving advice on the investment of securities proceeds.

9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.

10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.

11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.

2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.

3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.

4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

REQUIRED DISCLOSURES

1. DISCLOSURE OF CONFLICTS OF INTEREST

A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the

municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

How to Access Form MA and Form MA-I Filings. Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944

Most Recent Change in Legal or Disciplinary Event Disclosure. Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

3. FUTURE DISCLOSURES

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

4. G-10 DISCLOSURE

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: www.msrb.org

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

EXHIBIT E

FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

Financial Characteristics

Maturity and Interest. Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"),* can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base *(the*

"Base"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"),* permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.
Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or

interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 50l(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, l0% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

Risk Considerations

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the

bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Exhibit B

Randall S. Kulat
Phone: 312.876.7877
Fax: (312) 876-0288
randall.kulat@saul.com
www.saul.com

SAUL EWING
LLP

May 8, 2024

Mr. Rob Fredrickson
Finance Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

Re: Representation of the United City of Yorkville, Kendall County, Illinois as bond counsel for issuance of its alternate revenue public work facilities bonds

Dear Rob:

Thank you for giving Saul Ewing LLP (the "***Firm***") the opportunity to represent the above-referenced client (the "***Client***") with respect to the issuance by the Client of its Alternate Revenue Public Work Facilities Bonds (the "***Bonds***"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, provide for the establishment of the terms of the engagement at the outset of our work. Please read this letter carefully and once we begin work on your behalf the terms set forth in this letter are binding.

Scope Of Services: The Firm will provide the following services (the "***Engagement***"):

We have been engaged to act as bond counsel for the issuance of the Bonds by the Client. Our services as bond counsel will include the following services: (a) to advise the Client in connection with the issuance of the Bonds and the sale of the Bonds in either a private placement and/or a public offering, (b) to assist in the drafting and negotiation of any and all legal documents relative to the issuance of the Bonds, including a Bond Ordinance and other resolutions, and, if necessary, (c) to issue standard unqualified opinion(s) and if necessary with customary exceptions regarding the validity of the Bonds and the exemption of interest on the Bonds from federal income taxes (the "***Bond Opinion***").

Unless we are otherwise separately engaged in writing to perform other services, our duties shall not include services as issuer's counsel, disclosure counsel, underwriter's counsel or bank counsel with respect to the sale of the Bonds in either a private placement and/or a public offering thereof, nor shall our services include the performance of any "blue sky" review or the preparation of any memoranda concerning state securities laws. In addition, we will not make an investigation or express any view as to the creditworthiness of the Client or the Bonds.

If a Bond Opinion is necessary, it may be executed and delivered on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely on representations of the Client set forth in the bond documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Bonds and various tax matters), without undertaking to verify such matters by independent investigation, and we will assume continuing compliance by the Client with all applicable laws relating to the Bonds and related bond documents. We do not review the financial condition of the Client or the adequacy of any security provided to Bond holders.

As bond counsel, we will assist the Client in various aspects of preparing an official statement or other disclosure documents with respect to the public sale of the Bonds, but we will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We understand that Underwriter's Counsel may be selected at a later date, and will assist the Client in (a) the preparation of the official statement, and (b) will advise with respect to compliance with state and federal securities laws. In any public offering of the Bonds, we would expect the underwriter and the Client to evidence compliance with the current standards for full disclosure by the delivery of appropriate officers' certificates and opinions of counsel relating to the accuracy and completeness of the information included in the official statement. If an official statement is approved by the Client, our responsibility with respect to such official statement will be limited to the preparation or review of any description or summary therein of the Bonds, the Bond Ordinance and the Bond Opinion.

Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered in this matter. Nevertheless, following the issuance of the Bonds, we will prepare and provide to the parties involved in the issuance of the Bonds a transcript of bond documents in electronic format (the "***Closing Transcript***").

The Client is engaging the Firm as bond counsel to provide legal services specifically in connection with the issuance of the Bonds and, following the issuance of the Bonds, the delivery of the Closing Transcript to the Client. After completion of the issuance of the Bonds, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us in writing after completion of the current engagement to provide additional advice on issues arising from the current engagement, the Firm has no continuing obligation to advise the Client with respect to the bond issuance, including future legal developments. Specifically, we do not undertake (unless separately engaged in writing) to (a) provide continuing advice to the Client concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, (b) represent the Client in Internal Revenue Service examinations or inquiries, or Securities Exchange Commission investigations or inquiries, (c) perform arbitrage rebate calculations for the Bonds, or (d) provide continuing disclosure services with respect to the Bonds.

This Engagement is not intended to encompass any matter in which the professional services of the Firm or any of its attorneys will entail entering an appearance or representing the Client in any litigation, dispute resolution process, or in any adversary proceeding before any

agency or tribunal; any such matter will require an additional, separate, and specific engagement letter.

Our sole client in this Engagement is the entity identified as the Client in the subject line of this letter. Our agreement is not an agreement to represent any affiliates or related individuals or owners or any officers, directors, partners, members, shareholders, employees, independent contractors, or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (either primary or excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (either primary or excess) or indemnitors; (3) provide any advice or other legal services relating to tax laws (state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws; (4) provide any advice or other legal services relating to the Corporate Transparency Act (CTA), including determining whether filings are required, filing with the United States Department of the Treasury, Financial Crimes Enforcement Network ("***FinCen***"), or monitoring or updating any existing or future CTA filings made with FinCen; or (5) provide administrative services for the payment of U.S. patent maintenance fees or non-U.S. patent annuity fees.

Although the Firm provides its best advice regarding potential exposure, damages, and timing, the Firm is unable to determine, much less guarantee, when a court will rule or what schedule it will set or when or how another party will respond. Further, the outcome of any engagement may turn on factors outside our control and although the Firm may provide its views and advice, any such statements should not be interpreted as a promise or guarantee.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm or an assignment of any claims).

Standard Terms Of Engagement: Enclosed is a copy of our Standard Terms Of Engagement which, except if otherwise provided by state law, describe in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of this Engagement with the Firm. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. Please review both documents carefully and contact me with any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments. The Firm maintains errors and omissions insurance applicable to the legal services rendered to Client.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement that we agree to perform for the Client, unless we send a

separate engagement letter or other communication for such future engagement which may include different terms and an updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will check for conflicts of interest as appropriate and such future engagements may be subject to different financial terms as may be agreed to by the Firm and the Client.

Fees & Costs: We have agreed to perform the services described in the Scope of Services above for a fixed fee of $50,000. In the event the issuance of the Bonds close simultaneously with the Client's Alternate Revenue Water Bonds, our fixed fee for both transactions will be $87,500. To the extent legal services going beyond those described in the Scope of Services above are requested or required, we shall charge for such services on an hourly basis by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time. Our current hourly rates generally range from $345 for our most junior attorneys to $1,440 for our most senior partners. Although staffing may change depending on what happens, the lawyer we initially anticipate working on the Engagement is Randall S. Kulat who shall be billed at the rate of $625 an hour to the extent that he is requested or required to perform legal services that go beyond that described in the Scope of Services above. Our rates are reviewed in the last quarter of the calendar year and adjusted as of January 1 of the following year. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

Bills: Fees and expenses will be paid at the closing out of the proceeds of the transaction which is the subject of the Engagement (unless the transaction is delayed for an extensive period, in which case we reserve the right to establish another arrangement for payment for our services). Services rendered after closing and bills for expenses received after closing will be invoiced to the client within a reasonable time thereafter. This will confirm that Client consents to our payment at closing and consents to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not made when agreed or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

Advance Payment of Fees Retainer: The Firm has decided not to request an advance payment of fees retainer for this Engagement. If payment is unduly delayed or circumstances change, the Firm may, among other things, revisit the need for a retainer.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and based on our records and information provided to us, have not discovered any matters which we believe would raise a conflict of interest. If the Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

Advance Waiver: The Firm represents many companies and individuals. It is possible that during the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or

business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter, or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agree that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. Client agrees that it will not claim a conflict as a basis for disqualification in such other matter. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Sincerely,



Randall S. Kulat

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

SAUL EWING
LLP

Thank you for selecting Saul Ewing LLP to represent the person(s) and entity(ies) identified in the accompanying engagement letter as the Client or Clients. Unless expressly modified by the letter accompanying these Standard Terms, or in some other writing entered into by mutual agreement, these terms constitute our agreement with each Client. If Client provides us with outside counsel guidelines or similar client prepared instructions, we agree that the Firm will within a reasonable amount of time consider same and respond as may be appropriate. The terms "Client", "Clients", "Engagement", and "Payor" should be interpreted as they may be defined in the letter accompanying these Standard Terms or, if not addressed therein, by their commonly accepted meanings. For simplicity, this document will refer to all Clients in the singular as Client. Please review these Standard Terms carefully and please bring any questions to our attention.

The Scope of Our Work

We will consult with Client about objectives and, when appropriate, the means of achieving them in accordance with available facts, applicable law and the Rules of Professional Conduct governing lawyers. We shall endeavor to keep Client advised of the status of Client's matters to the extent necessary to enable Client to make informed decisions. We will provide competent representation of Client's interests. Expressions on our part concerning the probable outcome of our representation will reflect our professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Confidentiality

We may obtain personal, business (including what may be proprietary information), and other information during the course of our representation, including from our meetings and conversations with Client or from documents or other information provided to us as a result of those meetings and conversations. We may also obtain personal information from others who were asked to give it to us (for example, another attorney or an accountant or other professionals whom Client requested cooperate with us). In certain circumstances, we may also obtain information from public records or other persons. Saul Ewing's policy is to follow the Rules of Professional Conduct that apply to lawyers and law firms such as ours. Those Rules prevent us and those working for us from revealing information relating to our representation unless the Client consents after consultation, except for disclosures that are implicit in the representation or otherwise required by law (for example, a court order or subpoena requiring such disclosure), or as necessary to enforce or defend the rights of Saul Ewing relating to legal services we provide to a client. Correspondingly, we strongly recommend that Client not disclose to third parties or post on social media the substance of our consultations since such conduct may destroy the attorney-client privilege. Finally, Client should consult with us prior to sending us any Protected Health Information as that term is understood under the Health Insurance Portability and Accountability Act (HIPAA) or any personal information covered by the European Union's General Data Protection Regulation (GDPR).

Who Will Provide the Legal Services

Subject to the supervision of the principal attorney handling Client's matters, our legal work, or parts of it, may be performed by other lawyers or legal assistants in the Firm. Such use of others may be for the purpose of involving lawyers or legal assistants with particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient manner and on a timely basis.

Client Responsibilities

Client agrees to pay our invoices for services and expenses as provided in the letter accompanying these Standard Terms and set forth below. In addition, Client agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us or as may be required by law or court order. Because it is important that we be able to contact Client regarding our representation, Client agrees to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding Client's business. We recommend that client avoid using consumer cloud file storage and transfer sites, such as Dropbox or Google Drive, to transfer files to us. The Firm has a number of secure, encrypted mechanisms and virtual data rooms for file sharing and transfer that can serve in this capacity and provide an elevated level of protection. We also recommend that Client avoid using text messages to communicate with us because, among other things, of security and confidentiality concerns. In addition, if our engagement is about a personal matter or a matter in which Client's employer is a counterparty, we recommend that Client not use work email for communications with us and instead use a personal email address from a non-work computer. Whenever we need instructions or authorization in order to proceed with legal work on Client's behalf, we will contact Client at the latest contact information we have received. We agree that we may use non-encrypted email for Client communications unless the law requires or the Client specifically directs that we use encrypted email communications. If Client affiliates with, acquires, is acquired by, or merges with another company, Client agree to provide us with sufficient notice to permit us to evaluate whether we may need to withdraw from our representation if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our current or future clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of our Firm to represent the new entity.

How Fees Will Be Set

We will keep reasonably accurate records of the time we devote to all aspects of our engagement, including, without limitation, conferences with the Client, witnesses, consultants, court personnel and others, conferences among our legal personnel, factual investigation, legal research and analysis, responding to any request to provide information to Client's auditors or to other third parties, drafting of letters, pleadings, briefs, contracts, and other documents, travel time, waiting time in court and time in depositions and other discovery proceedings, negotiations and related

matters. We record our time in units of tenths of an hour. Upon request, we will furnish the current hourly rates of the lawyers and legal assistants we expect will be working on Client's matters and an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter. Because legal representation and fees are dependent on a number of factors, some of which are outside our control, any estimate is not, however, a maximum or fixed fee quotation unless specifically stated to be such. We will endeavor to keep Client apprised periodically of the level of fees incurred, if Client requests. While it is not our usual policy to accept representations on a fixed fee basis, we may do so with respect to certain specifically defined services. In those circumstances, the fixed fee arrangements will be expressed in writing setting forth the amount of the fee and the scope of the services to be provided. We also undertake representations on a contingent fee basis, if appropriate. Subject to the applicable Rules of Professional Conduct, any contingent fee arrangement will be expressed in writing stating the method by which the fee is to be determined, including, in litigation matters, the percentage or percentages that will accrue to us in the event of settlement, trial or appeal, and whether litigation or other expenses are to be deducted before or after the fee is calculated. Upon conclusion of a contingent fee matter, we will provide Client with a written statement showing the remittance, if any, and the method of its determination.

Expenses

Generally, we may pay on Client's behalf a variety of expenses arising in connection with legal services, provided such expenses, individually and in the aggregate, are in a reasonable amount. These expenses will be billed to Client, normally on a monthly basis after receipt of invoices from service providers. However, significant expenses will be referred directly to Client for payment unless special arrangements are made. Some examples of expenses that may arise in connection with legal services are filing fees, deposition and transcript costs, witness fees, charges by outside experts and consultants, as well as other legal counsel, travel expenses, and express mail and courier services. All such costs, whether paid by us, are incurred by us as Client's agent, and Client agrees that these costs will be paid promptly on a regular basis. Client also agrees to pay promptly, on a regular basis, all expenses incurred by us internally, such as electronic document hosting and review as well as automated document production expenses, computerized legal research charges, staff overtime costs and reproduction costs. Certain of our items may be charged at our direct cost plus a reasonable allocation of overhead expenses directly associated with the items. For example, the volume of litigation discovery materials to be processed and reviewed has increased substantially in recent years, as have e-discovery costs. Saul Ewing has therefore contracted with an experienced e-discovery vendor to pay a flat fee per month for processing, hosting and storing electronic documents for cases falling within certain parameters (such as the amount of data, number of custodians, etc.). This arrangement permits us to offer Clients e-discovery services at below market prices. However, the flat-fee arrangement makes a dollar-for-dollar pass-through impossible to calculate. Thus, unless Client chooses to use another vendor, Saul Ewing will charge an amount based on usage, including a reasonable allocation for overhead. This will permit Client to achieve a savings over typical e-discovery costs. If in connection with our engagement we are required to form a business entity or obtain certifications or copies of documents from state offices, we may obtain those services from a company which is owned by Saul Ewing, such as ATA Corporate Services, LLC or ATA of Maryland, Inc. (collectively, "ATA"). ATA provides the same services available from competing commercial service providers at a competitive cost (generally lesser) to our clients. It is Client's choice as to which service provider we use. In the absence of any direction, we will most likely use ATA.

Billing

Detailed billing information will be provided upon request. We reserve the right to charge 1% per month interest (or such other rate as may be permitted under applicable law) on any bill outstanding more than 30 days. If a delinquency continues and Client does not arrange payment terms satisfactory to us, we may pursue collection of Client's account and, subject to applicable law, we may withdraw from the Client representation. Client agrees to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees. We reserve the right to decline requests for an early payment discount. We also reserve the right to charge as a cost an amount equal to any fee we must pay if Client chooses to pay us by credit card.

Estimates Of Fees And Costs

Although we may be able to provide an estimate of our fees for the Engagement, we are not able to predict them with precision. This is because the work necessary to complete the Engagement is subject to a variety of factors not fully under our control. In transactional matters, such factors may include the following: problems relating to satisfaction of closing requirements, such as title or survey issues; the extent of negotiations and of changes in the transaction documents; and the diligence of opposing counsel in completing those tasks for which it is responsible. In litigation matters, such factors may include the following: the extent and nature of discovery sought by the other parties involved; the number of, and extent of preparation required for, witnesses; the timing of any settlement discussions; the need to file motions or to respond to those filed by another party; and, the discovery and schedules established by the court. Also, it is our experience that near or at the date scheduled for trial, cases are often postponed for significant periods of time due to conflicts in scheduling encountered by the court; thus necessitating additional costs to re-prepare for trial at a later date. Should a matter go to judgment or final decision, there may be post-judgment proceedings or an appeal may ensue, entailing additional fees and expenses, postponing the final resolution of the matter and perhaps even requiring a retrial of the matter. In addition, if the case is protracted or if the issues change, the legal personnel providing legal services may have to change, possibly resulting in additional time as new personnel acquaint themselves with the relevant facts and law. Thus, depending upon the circumstances of the Engagement, the assumptions underlying our estimate of fees may change over time.

Aspects Of Third Party Payor Engagements

The Firm's professional duties and responsibilities will be unaffected by a third party payor. Examples of a Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on Client's behalf. In such a situation, unless separate arrangements have been made with the Firm, the Firm shall represent Client solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservations of rights letter from the Payor. In the event that a dispute arises between the Client and the Payor regarding the Payor's obligations to the Client or any other matter, Saul Ewing LLP will not be able to represent the Client in that dispute, nor will we be able to represent the Payor in any such dispute with Client. If we become aware of a possible dispute regarding the Payor's obligations to Client, we will notify Client of that fact so that Client may seek separate counsel as to that matter. Client should understand we may be required to make regular reports to the Payor concerning the Engagement. Such reports may include information regularly developed in the course of the Engagement, unless for some reason Client specifically instructs us not to forward some confidential information to the Payor. Such an instruction may, depending on the terms of the agreement between Client and Payor, affect the Payor's obligation to indemnify Client and/or to pay Client's legal fees and costs. We will consult and confer with Client concerning all material developments in the engagement including, in litigation matters, any settlement opportunities. Client should be aware that the Payor may have the contractual right to settle a litigation or other form of disputed matter. Should the Payor decide to avail itself of such a contractual right, we would inform Client of that fact before taking any final action.

Aspects Of Multiple Client Engagements

In situations where we are asked to represent a number of Clients as a group, we recommend that each Client consult separate counsel to represent that Client's individual interests with respect to that Client's individual current or potential issues. We particularly urge Client to consult separate counsel concerning any matter in which Client perceives that Client's in-

terests may conflict with the interests of the other Clients. We also expect and encourage Client to consult with such individual counsel at any time and on any matter on which Client wishes to receive specific and individually tailored advice. We will provide information regarding the Engagement to such individual counsel, as part of our services to the group of Clients. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and inform us appropriately, and we will advise such member of the group of Clients with respect to such conflicts. Our work in this Engagement is to represent all of the members of the group of Clients as a group collectively. Consequently, we will not promote or advocate the interests of any one or more of the Clients individually. As mentioned in the accompanying letter, there may be issues related to the Engagement that would affect one or more Clients differently due to that Client's unique circumstances (of which Saul Ewing may or may not be aware); and, where conflicts or disparate interests arise, it may be necessary or appropriate for any of the Clients to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all Clients, we may not know facts specific to any one of the Clients and therefore may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all Clients informed on a regular basis about our work for the entire group of Clients.

Additional Disclosure

The Rules of Professional Conduct for attorneys are restrictive as to the disclosure of confidential client information. It is specifically agreed that the Firm shall be and is hereby granted all general, possessory, and retaining liens and all equitable, special and attorney's charging liens upon Client's interest both in any balance due, owing and unpaid at the conclusion of the case or the termination of the Firm's employment, whichever event is first, as well as in all other assets the Client may have. Such lien(s) shall relate back to the beginning of the Engagement and shall be superior in dignity to any other lien subsequent to the date thereof. This Agreement may be disclosed by and to the Court, and the Firm shall be entitled to file a Notice and Claim of Attorney's Charging Lien, and a Notice of Lis Pendens with regard to Client's interest in any real property upon which a lien may be claimed. Notwithstanding any specific right or remedy set forth herein, these remedies shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein or allowed by this Engagement or by law.

It is possible that we may wish to place a brief summary of a matter or matters involving our representation of Client in our advertising materials. If we do, we will not use Client's name without prior approval and we will not reveal confidential client information. If Client does not wish to consent to this, or if there are any questions, please let us know as soon as possible.

Sometimes, we are asked to disclose whether we represent clients in a given industry or market segment as part of the process of being retained by a new client. Client agrees that we may disclose our representation herein on condition that no confidential information about our representation of Client is disclosed.

Conclusion of Representation;
Retention and Disposition of Documents

Unless previously terminated, our representation of Client will terminate upon our completion of currently outstanding assignment(s) or delivery of final documents for execution. At Client's request, Client's papers and property will be returned upon receipt of payment for outstanding fees and costs. Upon a conclusion of a representation, we will return original files to Client. Any materials maintained in electronic document management systems may, at our sole decision, be deleted after the conclusion of the representation. Our own files pertaining to the matter may be retained by the Firm. These Firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, subject to applicable law, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Firm's Right to Consult Internal Counsel

The Firm's lawyers from time to time may have questions about legal and ethical matters relating to the representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel and Deputy General Counsel. We believe that such consultation benefits both our clients and the Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important that these communications be privileged and confidential and not be available to third parties, including clients whose representation may be the subject of the communication. To avoid any question in this regard, Client consents and agrees that our lawyers involved in a representation for Client may consult with the Firm's internal General Counsel and Deputy General Counsel and that any such communication, even at a time when we continue to represent Client, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Termination

Client may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, Client's papers and property will be returned promptly after our receipt of payment for all fees and expenses. Our own files pertaining to the matter may be retained by us. Client's termination will not affect Client's responsibility for payment of legal services rendered and expenses paid or incurred on Client's behalf before we receive Client's notice of termination and in connection with an orderly transition of the matter. The Rules of Professional Conduct governing lawyers list several types of conduct or circumstances that require or allow us to withdraw from representing Client, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss any situations which may lead to our withdrawal. In any event, if withdrawal becomes necessary or prudent, we will give Client reasonable notice of that fact. If we elect or are asked to withdraw, Client agrees to cooperate with us by executing any documents necessary to evidence the termination of our representation, in court or otherwise, and we will be entitled to be paid for all legal services rendered and expenses paid or incurred on Client's behalf before withdrawal and in connection with the orderly transition of the matter. If any claim or action is brought against us or any personnel of our Firm and such claim arises from Client's negligence or misconduct (for example, a motion for sanctions for failure to provide discovery), Client agrees to hold us harmless and indemnify us for all damages and expenses incurred.

Right to Arbitrate

If Client has questions about the amount of our fee, please discuss them with the principal attorney contact. In the event of a fee dispute which is not resolved, Client has the right to request arbitration under supervision of the state or local bar association for the jurisdictions in which we practice. However, we also have the right to pursue collection of Client's account in an appropriate court.

* * *

We suggest that you retain these Standard Terms and refer to it if you have questions.

SAUL EWING

LLP

Exhibit C

Randall S. Kulat
Phone: 312.876.7877
Fax: (312) 876-0288
randall.kulat@saul.com
www.saul.com

SAUL EWING
LLP

May 8, 2024

Mr. Rob Fredrickson
Finance Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

Re: Representation of the United City of Yorkville, Kendall County, Illinois as bond counsel for issuance of its alternate revenue water bonds

Dear Rob:

Thank you for giving Saul Ewing LLP (the "***Firm***") the opportunity to represent the above-referenced client (the "***Client***") with respect to the issuance by the Client of its Alternate Revenue Water Bonds (the "***Bonds***"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, provide for the establishment of the terms of the engagement at the outset of our work. Please read this letter carefully and once we begin work on your behalf the terms set forth in this letter are binding.

Scope Of Services: The Firm will provide the following services (the "***Engagement***"):

We have been engaged to act as bond counsel for the issuance of the Bonds by the Client. Our services as bond counsel will include the following services: (a) to advise the Client in connection with the issuance of the Bonds and the sale of the Bonds in either a private placement and/or a public offering, (b) to assist in the drafting and negotiation of any and all legal documents relative to the issuance of the Bonds, including a Bond Ordinance and other resolutions, and, if necessary, (c) to issue standard unqualified opinion(s) and if necessary with customary exceptions regarding the validity of the Bonds and the exemption of interest on the Bonds from federal income taxes (the "***Bond Opinion***").

Unless we are otherwise separately engaged in writing to perform other services, our duties shall not include services as issuer's counsel, disclosure counsel, underwriter's counsel or bank counsel with respect to the sale of the Bonds in either a private placement and/or a public offering thereof, nor shall our services include the performance of any "blue sky" review or the preparation of any memoranda concerning state securities laws. In addition, we will not make an investigation or express any view as to the creditworthiness of the Client or the Bonds.

If a Bond Opinion is necessary, it may be executed and delivered on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely on representations of the Client set forth in the bond documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Bonds and various tax matters), without undertaking to verify such matters by independent investigation, and we will assume continuing compliance by the Client with all applicable laws relating to the Bonds and related bond documents. We do not review the financial condition of the Client or the adequacy of any security provided to Bond holders.

As bond counsel, we will assist the Client in various aspects of preparing an official statement or other disclosure documents with respect to the public sale of the Bonds, but we will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We understand that Underwriter's Counsel may be selected at a later date, and will assist the Client in (a) the preparation of the official statement, and (b) will advise with respect to compliance with state and federal securities laws. In any public offering of the Bonds, we would expect the underwriter and the Client to evidence compliance with the current standards for full disclosure by the delivery of appropriate officers' certificates and opinions of counsel relating to the accuracy and completeness of the information included in the official statement. If an official statement is approved by the Client, our responsibility with respect to such official statement will be limited to the preparation or review of any description or summary therein of the Bonds, the Bond Ordinance and the Bond Opinion.

Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered in this matter. Nevertheless, following the issuance of the Bonds, we will prepare and provide to the parties involved in the issuance of the Bonds a transcript of bond documents in electronic format (the "***Closing Transcript***").

The Client is engaging the Firm as bond counsel to provide legal services specifically in connection with the issuance of the Bonds and, following the issuance of the Bonds, the delivery of the Closing Transcript to the Client. After completion of the issuance of the Bonds, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us in writing after completion of the current engagement to provide additional advice on issues arising from the current engagement, the Firm has no continuing obligation to advise the Client with respect to the bond issuance, including future legal developments. Specifically, we do not undertake (unless separately engaged in writing) to (a) provide continuing advice to the Client concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, (b) represent the Client in Internal Revenue Service examinations or inquiries, or Securities Exchange Commission investigations or inquiries, (c) perform arbitrage rebate calculations for the Bonds, or (d) provide continuing disclosure services with respect to the Bonds.

This Engagement is not intended to encompass any matter in which the professional services of the Firm or any of its attorneys will entail entering an appearance or representing the

Client in any litigation, dispute resolution process, or in any adversary proceeding before any agency or tribunal; any such matter will require an additional, separate, and specific engagement letter.

Our sole client in this Engagement is the entity identified as the Client in the subject line of this letter. Our agreement is not an agreement to represent any affiliates or related individuals or owners or any officers, directors, partners, members, shareholders, employees, independent contractors, or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (either primary or excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (either primary or excess) or indemnitors; (3) provide any advice or other legal services relating to tax laws (state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws; (4) provide any advice or other legal services relating to the Corporate Transparency Act (CTA), including determining whether filings are required, filing with the United States Department of the Treasury, Financial Crimes Enforcement Network ("***FinCen***"), or monitoring or updating any existing or future CTA filings made with FinCen; or (5) provide administrative services for the payment of U.S. patent maintenance fees or non-U.S. patent annuity fees.

Although the Firm provides its best advice regarding potential exposure, damages, and timing, the Firm is unable to determine, much less guarantee, when a court will rule or what schedule it will set or when or how another party will respond. Further, the outcome of any engagement may turn on factors outside our control and although the Firm may provide its views and advice, any such statements should not be interpreted as a promise or guarantee.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm or an assignment of any claims).

Standard Terms Of Engagement: Enclosed is a copy of our Standard Terms Of Engagement which, except if otherwise provided by state law, describe in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of this Engagement with the Firm. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. Please review both documents carefully and contact me with any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments. The Firm maintains errors and omissions insurance applicable to the legal services rendered to Client.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement that we agree to perform for the Client, unless we send a separate engagement letter or other communication for such future engagement which may include different terms and an updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will check for conflicts of interest as appropriate and such future engagements may be subject to different financial terms as may be agreed to by the Firm and the Client.

Fees & Costs: We have agreed to perform the services described in the Scope of Services above for a fixed fee of $45,000. In the event the issuance of the Bonds close simultaneously with the Client's Alternate Revenue Public Works Facility Bonds, our fixed fee for both transactions will be $87,500. To the extent legal services going beyond those described in the Scope of Services above are requested or required, we shall charge for such services on an hourly basis by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time. Our current hourly rates generally range from $345 for our most junior attorneys to $1,440 for our most senior partners. Although staffing may change depending on what happens, the lawyer we initially anticipate working on the Engagement is Randall S. Kulat who shall be billed at the rate of $625 an hour to the extent that he is requested or required to perform legal services that go beyond that described in the Scope of Services above. Our rates are reviewed in the last quarter of the calendar year and adjusted as of January 1 of the following year. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

Bills: Fees and expenses will be paid at the closing out of the proceeds of the transaction which is the subject of the Engagement (unless the transaction is delayed for an extensive period, in which case we reserve the right to establish another arrangement for payment for our services). Services rendered after closing and bills for expenses received after closing will be invoiced to the client within a reasonable time thereafter. This will confirm that Client consents to our payment at closing and consents to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not made when agreed or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

Advance Payment of Fees Retainer: The Firm has decided not to request an advance payment of fees retainer for this Engagement. If payment is unduly delayed or circumstances change, the Firm may, among other things, revisit the need for a retainer.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and based on our records and information provided to us, have not discovered any matters which we believe would raise a conflict of interest. If the Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

Advance Waiver: The Firm represents many companies and individuals. It is possible that during the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter, or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agree that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. Client agrees that it will not claim a conflict as a basis for disqualification in such other matter. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Sincerely,



Randall S. Kulat

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

SAUL EWING
LLP

Thank you for selecting Saul Ewing LLP to represent the person(s) and entity(ies) identified in the accompanying engagement letter as the Client or Clients. Unless expressly modified by the letter accompanying these Standard Terms, or in some other writing entered into by mutual agreement, these terms constitute our agreement with each Client. If Client provides us with outside counsel guidelines or similar client prepared instructions, we agree that the Firm will within a reasonable amount of time consider same and respond as may be appropriate. The terms "Client", "Clients", "Engagement", and "Payor" should be interpreted as they may be defined in the letter accompanying these Standard Terms or, if not addressed therein, by their commonly accepted meanings. For simplicity, this document will refer to all Clients in the singular as Client. Please review these Standard Terms carefully and please bring any questions to our attention.

The Scope of Our Work

We will consult with Client about objectives and, when appropriate, the means of achieving them in accordance with available facts, applicable law and the Rules of Professional Conduct governing lawyers. We shall endeavor to keep Client advised of the status of Client's matters to the extent necessary to enable Client to make informed decisions. We will provide competent representation of Client's interests. Expressions on our part concerning the probable outcome of our representation will reflect our professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Confidentiality

We may obtain personal, business (including what may be proprietary information), and other information during the course of our representation, including from our meetings and conversations with Client or from documents or other information provided to us as a result of those meetings and conversations. We may also obtain personal information from others who were asked to give it to us (for example, another attorney or an accountant or other professionals whom Client requested cooperate with us). In certain circumstances, we may also obtain information from public records or other persons. Saul Ewing's policy is to follow the Rules of Professional Conduct that apply to lawyers and law firms such as ours. Those Rules prevent us and those working for us from revealing information relating to our representation unless the Client consents after consultation, except for disclosures that are implicit in the representation or otherwise required by law (for example, a court order or subpoena requiring such disclosure), or as necessary to enforce or defend the rights of Saul Ewing relating to legal services we provide to a client. Correspondingly, we strongly recommend that Client not disclose to third parties or post on social media the substance of our consultations since such conduct may destroy the attorney-client privilege. Finally, Client should consult with us prior to sending us any Protected Health Information as that term is understood under the Health Insurance Portability and Accountability Act (HIPAA) or any personal information covered by the European Union's General Data Protection Regulation (GDPR).

Who Will Provide the Legal Services

Subject to the supervision of the principal attorney handling Client's matters, our legal work, or parts of it, may be performed by other lawyers or legal assistants in the Firm. Such use of others may be for the purpose of involving lawyers or legal assistants with particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient manner and on a timely basis.

Client Responsibilities

Client agrees to pay our invoices for services and expenses as provided in the letter accompanying these Standard Terms and set forth below. In addition, Client agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us or as may be required by law or court order. Because it is important that we be able to contact Client regarding our representation, Client agrees to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding Client's business. We recommend that client avoid using consumer cloud file storage and transfer sites, such as Dropbox or Google Drive, to transfer files to us. The Firm has a number of secure, encrypted mechanisms and virtual data rooms for file sharing and transfer that can serve in this capacity and provide an elevated level of protection. We also recommend that Client avoid using text messages to communicate with us because, among other things, of security and confidentiality concerns. In addition, if our engagement is about a personal matter or a matter in which Client's employer is a counterparty, we recommend that Client not use work email for communications with us and instead use a personal email address from a non-work computer. Whenever we need instructions or authorization in order to proceed with legal work on Client's behalf, we will contact Client at the latest contact information we have received. We agree that we may use non-encrypted email for Client communications unless the law requires or the Client specifically directs that we use encrypted email communications. If Client affiliates with, acquires, is acquired by, or merges with another company, Client agree to provide us with sufficient notice to permit us to evaluate whether we may need to withdraw from our representation if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our current or future clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of our Firm to represent the new entity.

How Fees Will Be Set

We will keep reasonably accurate records of the time we devote to all aspects of our engagement, including, without limitation, conferences with the Client, witnesses, consultants, court personnel and others, conferences among our legal personnel, factual investigation, legal research and analysis, responding to any request to provide information to Client's auditors or to other third parties, drafting of letters, pleadings, briefs, contracts, and other documents, travel time, waiting time in court and time in depositions and other discovery proceedings, negotiations and related

matters. We record our time in units of tenths of an hour. Upon request, we will furnish the current hourly rates of the lawyers and legal assistants we expect will be working on Client's matters and an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter. Because legal representation and fees are dependent on a number of factors, some of which are outside our control, any estimate is not, however, a maximum or fixed fee quotation unless specifically stated to be such. We will endeavor to keep Client apprised periodically of the level of fees incurred, if Client requests. While it is not our usual policy to accept representations on a fixed fee basis, we may do so with respect to certain specifically defined services. In those circumstances, the fixed fee arrangements will be expressed in writing setting forth the amount of the fee and the scope of the services to be provided. We also undertake representations on a contingent fee basis, if appropriate. Subject to the applicable Rules of Professional Conduct, any contingent fee arrangement will be expressed in writing stating the method by which the fee is to be determined, including, in litigation matters, the percentage or percentages that will accrue to us in the event of settlement, trial or appeal, and whether litigation or other expenses are to be deducted before or after the fee is calculated. Upon conclusion of a contingent fee matter, we will provide Client with a written statement showing the remittance, if any, and the method of its determination.

Expenses

Generally, we may pay on Client's behalf a variety of expenses arising in connection with legal services, provided such expenses, individually and in the aggregate, are in a reasonable amount. These expenses will be billed to Client, normally on a monthly basis after receipt of invoices from service providers. However, significant expenses will be referred directly to Client for payment unless special arrangements are made. Some examples of expenses that may arise in connection with legal services are filing fees, deposition and transcript costs, witness fees, charges by outside experts and consultants, as well as other legal counsel, travel expenses, and express mail and courier services. All such costs, whether paid by us, are incurred by us as Client's agent, and Client agrees that these costs will be paid promptly on a regular basis. Client also agrees to pay promptly, on a regular basis, all expenses incurred by us internally, such as electronic document hosting and review as well as automated document production expenses, computerized legal research charges, staff overtime costs and reproduction costs. Certain of our items may be charged at our direct cost plus a reasonable allocation of overhead expenses directly associated with the items. For example, the volume of litigation discovery materials to be processed and reviewed has increased substantially in recent years, as have e-discovery costs. Saul Ewing has therefore contracted with an experienced e-discovery vendor to pay a flat fee per month for processing, hosting and storing electronic documents for cases falling within certain parameters (such as the amount of data, number of custodians, etc.). This arrangement permits us to offer Clients e-discovery services at below market prices. However, the flat-fee arrangement makes a dollar-for-dollar pass-through impossible to calculate. Thus, unless Client chooses to use another vendor, Saul Ewing will charge an amount based on usage, including a reasonable allocation for overhead. This will permit Client to achieve a savings over typical e-discovery costs. If in connection with our engagement we are required to form a business entity or obtain certifications or copies of documents from state offices, we may obtain those services from a company which is owned by Saul Ewing, such as ATA Corporate Services, LLC or ATA of Maryland, Inc. (collectively, "ATA"). ATA provides the same services available from competing commercial service providers at a competitive cost (generally lesser) to our clients. It is Client's choice as to which service provider we use. In the absence of any direction, we will most likely use ATA.

Billing

Detailed billing information will be provided upon request. We reserve the right to charge 1% per month interest (or such other rate as may be permitted under applicable law) on any bill outstanding more than 30 days. If a delinquency continues and Client does not arrange payment terms satisfactory to us, we may pursue collection of Client's account and, subject to applicable law, we may withdraw from the Client representation. Client agrees to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees. We reserve the right to decline requests for an early payment discount. We also reserve the right to charge as a cost an amount equal to any fee we must pay if Client chooses to pay us by credit card.

Estimates Of Fees And Costs

Although we may be able to provide an estimate of our fees for the Engagement, we are not able to predict them with precision. This is because the work necessary to complete the Engagement is subject to a variety of factors not fully under our control. In transactional matters, such factors may include the following: problems relating to satisfaction of closing requirements, such as title or survey issues; the extent of negotiations and of changes in the transaction documents; and the diligence of opposing counsel in completing those tasks for which it is responsible. In litigation matters, such factors may include the following: the extent and nature of discovery sought by the other parties involved; the number of, and extent of preparation required for, witnesses; the timing of any settlement discussions; the need to file motions or to respond to those filed by another party; and, the discovery and schedules established by the court. Also, it is our experience that near or at the date scheduled for trial, cases are often postponed for significant periods of time due to conflicts in scheduling encountered by the court; thus necessitating additional costs to re-prepare for trial at a later date. Should a matter go to judgment or final decision, there may be post-judgment proceedings or an appeal may ensue, entailing additional fees and expenses, postponing the final resolution of the matter and perhaps even requiring a retrial of the matter. In addition, if the case is protracted or if the issues change, the legal personnel providing legal services may have to change, possibly resulting in additional time as new personnel acquaint themselves with the relevant facts and law. Thus, depending upon the circumstances of the Engagement, the assumptions underlying our estimate of fees may change over time.

Aspects Of Third Party Payor Engagements

The Firm's professional duties and responsibilities will be unaffected by a third party payor. Examples of a Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on Client's behalf. In such a situation, unless separate arrangements have been made with the Firm, the Firm shall represent Client solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservations of rights letter from the Payor. In the event that a dispute arises between the Client and the Payor regarding the Payor's obligations to the Client or any other matter, Saul Ewing LLP will not be able to represent the Client in that dispute, nor will we be able to represent the Payor in any such dispute with Client. If we become aware of a possible dispute regarding the Payor's obligations to Client, we will notify Client of that fact so that Client may seek separate counsel as to that matter. Client should understand we may be required to make regular reports to the Payor concerning the Engagement. Such reports may include information regularly developed in the course of the Engagement, unless for some reason Client specifically instructs us not to forward some confidential information to the Payor. Such an instruction may, depending on the terms of the agreement between Client and Payor, affect the Payor's obligation to indemnify Client and/or to pay Client's legal fees and costs. We will consult and confer with Client concerning all material developments in the engagement including, in litigation matters, any settlement opportunities. Client should be aware that the Payor may have the contractual right to settle a litigation or other form of disputed matter. Should the Payor decide to avail itself of such a contractual right, we would inform Client of that fact before taking any final action.

Aspects Of Multiple Client Engagements

In situations where we are asked to represent a number of Clients as a group, we recommend that each Client consult separate counsel to represent that Client's individual interests with respect to that Client's individual current or potential issues. We particularly urge Client to consult separate counsel concerning any matter in which Client perceives that Client's in-

terests may conflict with the interests of the other Clients. We also expect and encourage Client to consult with such individual counsel at any time and on any matter on which Client wishes to receive specific and individually tailored advice. We will provide information regarding the Engagement to such individual counsel, as part of our services to the group of Clients. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and inform us appropriately, and we will advise such member of the group of Clients with respect to such conflicts. Our work in this Engagement is to represent all of the members of the group of Clients as a group collectively. Consequently, we will not promote or advocate the interests of any one or more of the Clients individually. As mentioned in the accompanying letter, there may be issues related to the Engagement that would affect one or more Clients differently due to that Client's unique circumstances (of which Saul Ewing may or may not be aware); and, where conflicts or disparate interests arise, it may be necessary or appropriate for any of the Clients to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all Clients, we may not know facts specific to any one of the Clients and therefore may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all Clients informed on a regular basis about our work for the entire group of Clients.

Additional Disclosure

The Rules of Professional Conduct for attorneys are restrictive as to the disclosure of confidential client information. It is specifically agreed that the Firm shall be and is hereby granted all general, possessory, and retaining liens and all equitable, special and attorney's charging liens upon Client's interest both in any balance due, owing and unpaid at the conclusion of the case or the termination of the Firm's employment, whichever event is first, as well as in all other assets the Client may have. Such lien(s) shall relate back to the beginning of the Engagement and shall be superior in dignity to any other lien subsequent to the date thereof. This Agreement may be disclosed by and to the Court, and the Firm shall be entitled to file a Notice and Claim of Attorney's Charging Lien, and a Notice of Lis Pendens with regard to Client's interest in any real property upon which a lien may be claimed. Notwithstanding any specific right or remedy set forth herein, these remedies shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein or allowed by this Engagement or by law.

It is possible that we may wish to place a brief summary of a matter or matters involving our representation of Client in our advertising materials. If we do, we will not use Client's name without prior approval and we will not reveal confidential client information. If Client does not wish to consent to this, or if there are any questions, please let us know as soon as possible.

Sometimes, we are asked to disclose whether we represent clients in a given industry or market segment as part of the process of being retained by a new client. Client agrees that we may disclose our representation herein on condition that no confidential information about our representation of Client is disclosed.

Conclusion of Representation;
Retention and Disposition of Documents

Unless previously terminated, our representation of Client will terminate upon our completion of currently outstanding assignment(s) or delivery of final documents for execution. At Client's request, Client's papers and property will be returned upon receipt of payment for outstanding fees and costs. Upon a conclusion of a representation, we will return original files to Client. Any materials maintained in electronic document management systems may, at our sole decision, be deleted after the conclusion of the representation. Our own files pertaining to the matter may be retained by the Firm. These Firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, subject to applicable law, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Firm's Right to Consult Internal Counsel

The Firm's lawyers from time to time may have questions about legal and ethical matters relating to the representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel and Deputy General Counsel. We believe that such consultation benefits both our clients and the Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important that these communications be privileged and confidential and not be available to third parties, including clients whose representation may be the subject of the communication. To avoid any question in this regard, Client consents and agrees that our lawyers involved in a representation for Client may consult with the Firm's internal General Counsel and Deputy General Counsel and that any such communication, even at a time when we continue to represent Client, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Termination

Client may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, Client's papers and property will be returned promptly after our receipt of payment for all fees and expenses. Our own files pertaining to the matter may be retained by us. Client's termination will not affect Client's responsibility for payment of legal services rendered and expenses paid or incurred on Client's behalf before we receive Client's notice of termination and in connection with an orderly transition of the matter. The Rules of Professional Conduct governing lawyers list several types of conduct or circumstances that require or allow us to withdraw from representing Client, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss any situations which may lead to our withdrawal. In any event, if withdrawal becomes necessary or prudent, we will give Client reasonable notice of that fact. If we elect or are asked to withdraw, Client agrees to cooperate with us by executing any documents necessary to evidence the termination of our representation, in court or otherwise, and we will be entitled to be paid for all legal services rendered and expenses paid or incurred on Client's behalf before withdrawal and in connection with the orderly transition of the matter. If any claim or action is brought against us or any personnel of our Firm and such claim arises from Client's negligence or misconduct (for example, a motion for sanctions for failure to provide discovery), Client agrees to hold us harmless and indemnify us for all damages and expenses incurred.

Right to Arbitrate

If Client has questions about the amount of our fee, please discuss them with the principal attorney contact. In the event of a fee dispute which is not resolved, Client has the right to request arbitration under supervision of the state or local bar association for the jurisdictions in which we practice. However, we also have the right to pursue collection of Client's account in an appropriate court.

* * *

We suggest that you retain these Standard Terms and refer to it if you have questions.

SAUL EWING

LLP

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2024-40

Agenda Item Summary Memo

Title: Proposed 2024 Water Bond – Authorizing Ordinance

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 8, 2024
Subject: Ordinance Authorizing the Issuance of the 2024 Water Bonds

---

Summary

Approval of an ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024, to finance the transition of water sourcing to Lake Michigan through the DuPage Water Commission (DWC), including necessary capital improvements to enhance the City's water delivery system in alignment with this transition.

Background

This item was last discussed at the March 26th meeting when City Council adopted a reimbursement resolution for the purposes of reimbursing the (51) Water Fund for any Lake Michigan/DWC water sourcing transition and related capital improvement costs that were incurred prior to the issuance of the proposed bonds. This resolution served two primary objectives: (1) it enabled the City to reimburse itself for any project-related expenses incurred within 60 days prior to the passage of the reimbursement resolution using future bond proceeds; and (2) it grants the City the flexibility to issue a bond at any time over the next 36 months (through January 2027), starting from the date that project related costs were first incurred.

The next step in the issuance process would be the passage of an Intent to Issue Ordinance (i.e., the "Authorizing Ordinance"). The Authorizing Ordinance first authorizes the City to issue water revenue bonds but then provides that, under the Debt Reform Act, the City can issue ARS bonds in lieu of its water revenue bonds. The Authorizing Ordinance sets out that because water revenue bonds have been authorized, the City can issue its ARS bonds in lieu thereof in compliance with the Debt Reform Act. Moreover, the Authorizing Ordinance (Exhibit A), establishes the maximum amount of principal that could be issued, which is presently capped in the ordinance at $25 million. As shown in attached debt service schedule (Exhibit C), the bonds are currently projected to provide a total of $22.496 million in proceeds ($22.455 million in principal, plus a premium of $291,140, less issuance costs of $250,000). However, Council always reserves the right to issue the bonds for less than that amount, should it choose to do so.

Besides setting the maximum principal amount for the potential bond issue, the Authorizing Ordinance also establishes what projects the City may use the bond proceeds on. As noted in the appended ordinance, the 2024 Water bond proceeds could be spent on any qualifying project that enhances the City's Water "System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water." Furthermore, it is important to note that all proposed bond proceeds would be allocated to WIFIA eligible capital projects, thus fulfilling the City's 20% match requirement for the impending WIFIA loan.

The Authorizing Ordinance also identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed 2024 Water bonds consist of (1) Water Fund net revenues (i.e., revenues less operating expenses) from the City's water system; (2) any revenues derived from a places of eating tax (recently implemented on January 1, 2024); and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., a portion of fund equity can be used to cover the additional 25% pledge requirement over actual debt service amounts at 100%). In contrast to the WIFIA loan, which relies on projected figures for its revenue pledge, the proposed 2024 Water bonds would be fully backed by existing revenues within the Water Fund, as detailed in the FY 2023 audited financial statements.

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the *Beacon News*. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient number of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the ARS bonds would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed 2024 Water bond issue, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the Beacon News on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the debt issuance, thus finalizing the issuance process. As previously noted, staff recommends the concurrent issuance of the proposed 2024 water bonds alongside the proposed Public Works/Parks facility bonds, in order to minimize issuance costs. After thorough analysis of the City's cash position, staff is confident in the sufficiency of overall cash flow to fully finance all budgeted capital projects until the size and scope of the new Public Works/Park facility is determined later this year. Additionally, the infusion of bond proceeds from this proposed issue would enhance cash flow management within the Water Fund. This is particularly beneficial considering the timing intricacies associated with capital projects tied to the DWC/Lake Michigan water sourcing initiative and would also serve to mitigate any potential delays in financing from WIFIA. Also included is a preliminary debt service schedule (prepared by Speer Financial), which shows annual debt service amounts fluctuating between $1.0 and $1.9 million over a 25-year timeframe, which is the same timeframe outlined in the FY 25 Adopted Budget.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024.

Exhibit A

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____ _____

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

_____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the issuance of its water revenue bonds or, in lieu thereof, its general obligation alternate revenue bonds pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to issue such bonds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the "*System*") under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial, bond discount, bond registrar, paying agent and other related banking fees, printing and publication

costs and other expenses, does not exceed $25,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project (the "*Revenue Bonds*"), subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to issue (a) the Revenue Bonds in an aggregate amount not to exceed $25,000,000 payable from the revenue derived from the operation of the System, or (b) in lieu thereof, its general obligation alternate revenue bonds (the "*Alternate Bonds*"), which Alternate Bonds shall be in an aggregate amount not to exceed $25,000,000 and be payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund (the "*Water Fund*"), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the "*Pledged Revenues*"), as authorized to be issued at this time pursuant to the Debt Reform Act; and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Bonds, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Bonds which are authorized to be issued pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the issuance of its Revenue Bonds, the City is authorized to issue its Alternate Bonds in an aggregate principal amount not to exceed $25,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before Revenue Bonds or, in lieu thereof, the Alternate Bonds may be issued for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Issue Bonds**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose there are hereby authorized to be issued and sold by the City its Revenue Bonds in an aggregate principal amount not to exceed $25,000,000 or, in lieu thereof, its Alternate Bonds in an aggregate principal amount not to exceed $25,000,000. The issuance of the Revenue Bonds or, in lieu thereof, the

Alternate Bonds shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of a bond ordinance setting forth the terms for the issuance and sale thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the "*Notice*"), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News,* the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the issuance of the Revenue Bonds therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Revenue Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Revenue Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the issuance of the Alternate Bonds be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Alternate Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general

election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the issuance of the Revenue Bonds be submitted to a referendum, the Alternate Bonds shall not be authorized to be issued until such time as the issuance of the Revenue Bonds shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice**. The notice of the intention to issue the Revenue Bonds or, in lieu thereof, the Alternate Bonds shall be in substantially the following form:

NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO ISSUE $25,000,000 REVENUE BONDS OR, IN LIEU THEREOF,
$25,000,000 ALTERNATE REVENUE BONDS
AND RIGHT TO FILE PETITION

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the "*Ordinance*") adopted on the 14th day of May, 2024 by the City Council (the *"City Council"*) of the United City of Yorkville, Kendall County, Illinois (the *"City"*), the City intends to issue its revenue bonds, payable solely from the revenue derived from the operation of the City's water delivery system (the "*System*"), in an aggregate amount of not to exceed $25,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such revenue bonds are sold (the "*Revenue Bonds*") or, in lieu thereof, its general obligation alternate revenue bonds in an aggregate amount of not to exceed $25,000,000 (the "*Alternate Bonds*"), for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of the Alternate Bonds will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund. If these revenue sources are insufficient to pay the Alternate Bonds, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on the Alternate Bonds. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the *"City Clerk"*) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the issuance of the Revenue Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Revenue Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Revenue Bonds for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that

the issuance of the Alternate Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Alternate Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Alternate Bonds for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances**. If no petition with respect to the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and prescribing all the details of the Revenue Bonds or, in lieu thereof, the Alternate Bonds, so long as the maximum amount of the Revenue Bonds or, in lieu thereof, the Alternate Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds under applicable law.

Section 6. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date**. All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____ _____.

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the *"City Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

_____
City Clerk, United City of Yorkville, Kendall County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION –REVENUE BONDS

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to issue not to exceed $25,000,000 revenue bonds to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said revenue bonds to be the revenues of the City's water delivery system?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed $25,000,000 Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said revenue bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2024.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE BONDS

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to issue not to exceed $25,000,000 general obligation alternate revenue bonds to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said bonds to be (i) the net revenues derived from the operation of the City's water delivery system, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund, unless said revenue sources are insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville,

Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed $25,000,000 Alternate Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

_____
City Clerk

Exhibit B

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to sell not to exceed $25,000,000 General Obligation Alternate Revenue Bonds.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City Council of the City (the *"City Council"*) intends to sell bonds in the amount of not to exceed $25,000,000 (the *"Bonds"*) for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council's intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing**. I hereby call a public hearing to be held at 7:00 o'clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning

the City Council's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the *"Hearing"*).

2. **Notice**. I hereby direct the City Clerk (the *"City Clerk"*) to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice**. Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO SELL NOT TO EXCEED $25,000,000,000 GENERAL OBLIGATION ALTERNATE REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the *"City"*), will hold a public hearing on the 28th day of May, 2024, at 7:00 o'clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation alternate revenue bonds of the City in the amount of not to exceed $25,000,000 for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at https://www.yorkville.il.us/520/Agendas-Minutes-Packets. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County, Illinois

Note to Publisher: Please be certain that this notice appears above the name of the City Clerk.

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____

MAYOR

Exhibit C

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Table of Contents

Report

Sources & Uses	1
Debt Service Schedule	2
Net Debt Service Schedule	3
Pricing Summary	4
Proof of Premium/5Yr Call Bond Selection of Call D	5
Proof of D/S for Arbitrage Purposes	6
Proof of Bond Yield @ 4.2006727%	7
Detail Costs Of Issuance	8

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Sources & Uses

Dated 08/21/2024 | Delivered 08/21/2024

Sources Of Funds

Par Amount of Bonds	$22,455,000.00
Reoffering Premium	470,799.70
Total Sources	**$22,925,799.70**

Uses Of Funds

Total Underwriter's Discount (0.800%)	179,640.00
Costs of Issuance	250,000.00
Deposit to Project Fund	22,496,159.70
Total Uses	**$22,925,799.70**

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024
Dated: August 21, 2024 / Callable December 30, 2034 @ Par
PRLM / Max Project Fund

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/21/2024	-	-	-	-	-
06/30/2025	-	-	843,237.40	843,237.40	-
12/30/2025	-	-	491,206.25	491,206.25	-
04/30/2026	-	-	-	-	1,334,443.65
06/30/2026	-	-	491,206.25	491,206.25	-
12/30/2026	-	-	491,206.25	491,206.25	-
04/30/2027	-	-	-	-	982,412.50
06/30/2027	-	-	491,206.25	491,206.25	-
12/30/2027	-	-	491,206.25	491,206.25	-
04/30/2028	-	-	-	-	982,412.50
06/30/2028	-	-	491,206.25	491,206.25	-
12/30/2028	-	-	491,206.25	491,206.25	-
04/30/2029	-	-	-	-	982,412.50
06/30/2029	-	-	491,206.25	491,206.25	-
12/30/2029	-	-	491,206.25	491,206.25	-
04/30/2030	-	-	-	-	982,412.50
06/30/2030	-	-	491,206.25	491,206.25	-
12/30/2030	-	-	491,206.25	491,206.25	-
04/30/2031	-	-	-	-	982,412.50
06/30/2031	-	-	491,206.25	491,206.25	-
12/30/2031	-	-	491,206.25	491,206.25	-
04/30/2032	-	-	-	-	982,412.50
06/30/2032	-	-	491,206.25	491,206.25	-
12/30/2032	-	-	491,206.25	491,206.25	-
04/30/2033	-	-	-	-	982,412.50
06/30/2033	-	-	491,206.25	491,206.25	-
12/30/2033	-	-	491,206.25	491,206.25	-
04/30/2034	-	-	-	-	982,412.50
06/30/2034	-	-	491,206.25	491,206.25	-
12/30/2034	910,000.00	5.000%	491,206.25	1,401,206.25	-
04/30/2035	-	-	-	-	1,892,412.50
06/30/2035	-	-	468,456.25	468,456.25	-
12/30/2035	960,000.00	5.000%	468,456.25	1,428,456.25	-
04/30/2036	-	-	-	-	1,896,912.50
06/30/2036	-	-	444,456.25	444,456.25	-
12/30/2036	1,010,000.00	5.000%	444,456.25	1,454,456.25	-
04/30/2037	-	-	-	-	1,898,912.50
06/30/2037	-	-	419,206.25	419,206.25	-
12/30/2037	1,060,000.00	4.000%	419,206.25	1,479,206.25	-
04/30/2038	-	-	-	-	1,898,412.50
06/30/2038	-	-	398,006.25	398,006.25	-
12/30/2038	1,110,000.00	4.000%	398,006.25	1,508,006.25	-
04/30/2039	-	-	-	-	1,906,012.50
06/30/2039	-	-	375,806.25	375,806.25	-
12/30/2039	1,145,000.00	4.000%	375,806.25	1,520,806.25	-
04/30/2040	-	-	-	-	1,896,612.50
06/30/2040	-	-	352,906.25	352,906.25	-
12/30/2040	1,190,000.00	4.000%	352,906.25	1,542,906.25	-
04/30/2041	-	-	-	-	1,895,812.50
06/30/2041	-	-	329,106.25	329,106.25	-
12/30/2041	1,240,000.00	4.000%	329,106.25	1,569,106.25	-
04/30/2042	-	-	-	-	1,898,212.50
06/30/2042	-	-	304,306.25	304,306.25	-
12/30/2042	1,290,000.00	4.250%	304,306.25	1,594,306.25	-
04/30/2043	-	-	-	-	1,898,612.50
06/30/2043	-	-	276,893.75	276,893.75	-
12/30/2043	1,340,000.00	4.250%	276,893.75	1,616,893.75	-
04/30/2044	-	-	-	-	1,893,787.50
06/30/2044	-	-	248,418.75	248,418.75	-
12/30/2044	1,400,000.00	4.250%	248,418.75	1,648,418.75	-
04/30/2045	-	-	-	-	1,896,837.50
06/30/2045	-	-	218,668.75	218,668.75	-
12/30/2045	1,465,000.00	4.250%	218,668.75	1,683,668.75	-
04/30/2046	-	-	-	-	1,902,337.50
06/30/2046	-	-	187,537.50	187,537.50	-
12/30/2046	1,520,000.00	4.500%	187,537.50	1,707,537.50	-
04/30/2047	-	-	-	-	1,895,075.00
06/30/2047	-	-	153,337.50	153,337.50	-
12/30/2047	1,595,000.00	4.500%	153,337.50	1,748,337.50	-
04/30/2048	-	-	-	-	1,901,675.00
06/30/2048	-	-	117,450.00	117,450.00	-
12/30/2048	1,665,000.00	4.500%	117,450.00	1,782,450.00	-
04/30/2049	-	-	-	-	1,899,900.00
06/30/2049	-	-	79,987.50	79,987.50	-
12/30/2049	1,740,000.00	4.500%	79,987.50	1,819,987.50	-
04/30/2050	-	-	-	-	1,899,975.00
06/30/2050	-	-	40,837.50	40,837.50	-
12/30/2050	1,815,000.00	4.500%	40,837.50	1,855,837.50	-
04/30/2051	-	-	-	-	1,896,675.00
Total	**$22,455,000.00**	**-**	**$19,006,918.65**	**$41,461,918.65**	**-**

Yield Statistics

Bond Year Dollars	$434,661.38
Average Life	19.357 Years
Average Coupon	4.3728106%
Net Interest Cost (NIC)	4.3058252%
True Interest Cost (TIC)	4.2669470%
Bond Yield for Arbitrage Purposes	4.2006727%
All Inclusive Cost (AIC)	4.3532895%

IRS Form 8038

Net Interest Cost	4.2103910%
Weighted Average Maturity	19.203 Years

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/30/2024	-	-	-	-	-
12/30/2025	-	-	1,334,443.65	1,334,443.65	1,334,443.65
12/30/2026	-	-	982,412.50	982,412.50	982,412.50
12/30/2027	-	-	982,412.50	982,412.50	982,412.50
12/30/2028	-	-	982,412.50	982,412.50	982,412.50
12/30/2029	-	-	982,412.50	982,412.50	982,412.50
12/30/2030	-	-	982,412.50	982,412.50	982,412.50
12/30/2031	-	-	982,412.50	982,412.50	982,412.50
12/30/2032	-	-	982,412.50	982,412.50	982,412.50
12/30/2033	-	-	982,412.50	982,412.50	982,412.50
12/30/2034	910,000.00	5.000%	982,412.50	1,892,412.50	1,892,412.50
12/30/2035	960,000.00	5.000%	936,912.50	1,896,912.50	1,896,912.50
12/30/2036	1,010,000.00	5.000%	888,912.50	1,898,912.50	1,898,912.50
12/30/2037	1,060,000.00	4.000%	838,412.50	1,898,412.50	1,898,412.50
12/30/2038	1,110,000.00	4.000%	796,012.50	1,906,012.50	1,906,012.50
12/30/2039	1,145,000.00	4.000%	751,612.50	1,896,612.50	1,896,612.50
12/30/2040	1,190,000.00	4.000%	705,812.50	1,895,812.50	1,895,812.50
12/30/2041	1,240,000.00	4.000%	658,212.50	1,898,212.50	1,898,212.50
12/30/2042	1,290,000.00	4.250%	608,612.50	1,898,612.50	1,898,612.50
12/30/2043	1,340,000.00	4.250%	553,787.50	1,893,787.50	1,893,787.50
12/30/2044	1,400,000.00	4.250%	496,837.50	1,896,837.50	1,896,837.50
12/30/2045	1,465,000.00	4.250%	437,337.50	1,902,337.50	1,902,337.50
12/30/2046	1,520,000.00	4.500%	375,075.00	1,895,075.00	1,895,075.00
12/30/2047	1,595,000.00	4.500%	306,675.00	1,901,675.00	1,901,675.00
12/30/2048	1,665,000.00	4.500%	234,900.00	1,899,900.00	1,899,900.00
12/30/2049	1,740,000.00	4.500%	159,975.00	1,899,975.00	1,899,975.00
12/30/2050	1,815,000.00	4.500%	81,675.00	1,896,675.00	1,896,675.00
Total	**$22,455,000.00**	**-**	**$19,006,918.65**	**$41,461,918.65**	**$41,461,918.65**

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
12/30/2034	Serial Coupon	5.000%	3.250%	910,000.00	115.283%		-	-	-	1,049,075.30
12/30/2035	Serial Coupon	5.000%	3.300%	960,000.00	114.808%	c	3.416%	12/30/2034	100.000%	1,102,156.80
12/30/2036	Serial Coupon	5.000%	3.400%	1,010,000.00	113.866%	c	3.600%	12/30/2034	100.000%	1,150,046.60
12/30/2037	Serial Coupon	4.000%	3.750%	1,060,000.00	102.125%	c	3.795%	12/30/2034	100.000%	1,082,525.00
12/30/2038	Serial Coupon	4.000%	3.850%	1,110,000.00	101.267%	c	3.884%	12/30/2034	100.000%	1,124,063.70
12/30/2039	Serial Coupon	4.000%	3.950%	1,145,000.00	100.417%	c	3.963%	12/30/2034	100.000%	1,149,774.65
12/30/2040	Serial Coupon	4.000%	4.050%	1,190,000.00	99.402%		-	-	-	1,182,883.80
12/30/2041	Serial Coupon	4.000%	4.100%	1,240,000.00	98.762%		-	-	-	1,224,648.80
12/30/2042	Serial Coupon	4.250%	4.150%	1,290,000.00	100.830%	c	4.184%	12/30/2034	100.000%	1,300,707.00
12/30/2043	Serial Coupon	4.250%	4.200%	1,340,000.00	100.412%	c	4.218%	12/30/2034	100.000%	1,345,520.80
12/30/2044	Serial Coupon	4.250%	4.250%	1,400,000.00	100.000%		-	-	-	1,400,000.00
12/30/2045	Serial Coupon	4.250%	4.300%	1,465,000.00	99.301%		-	-	-	1,454,759.65
12/30/2046	Serial Coupon	4.500%	4.350%	1,520,000.00	101.235%	c	4.412%	12/30/2034	100.000%	1,538,772.00
12/30/2047	Serial Coupon	4.500%	4.400%	1,595,000.00	100.819%	c	4.443%	12/30/2034	100.000%	1,608,063.05
12/30/2048	Serial Coupon	4.500%	4.450%	1,665,000.00	100.406%	c	4.472%	12/30/2034	100.000%	1,671,759.90
12/30/2049	Serial Coupon	4.500%	4.500%	1,740,000.00	100.000%		-	-	-	1,740,000.00
12/30/2050	Serial Coupon	4.500%	4.550%	1,815,000.00	99.231%		-	-	-	1,801,042.65
Total	**-**	**-**	**-**	**$22,455,000.00**	**-**	**-**	**-**	**-**	**-**	**$22,925,799.70**

Bid Information

Par Amount of Bonds	$22,455,000.00
Reoffering Premium or (Discount)	470,799.70
Gross Production	$22,925,799.70
Total Underwriter's Discount (0.800%)	$(179,640.00)
Bid (101.297%)	22,746,159.70
Total Purchase Price	$22,746,159.70
Bond Year Dollars	$434,661.38
Average Life	19.357 Years
Average Coupon	4.3728106%
Net Interest Cost (NIC)	4.3058252%
True Interest Cost (TIC)	4.2669470%

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of Premium/5Yr Call Bond Selection of Call Dates/Prices

Maturity	Call Date	Call Price	PV at Bond Yield	Lowest?
12/30/2035	-	-	1,028,452.94	No
12/30/2035	12/30/2034	100.000%	1,023,617.17	Yes
12/30/2036	-	-	1,086,898.66	No
12/30/2036	12/30/2034	100.000%	1,076,930.56	Yes

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
08/21/2024	-	-	-
06/30/2025	-	843,237.40	843,237.40
12/30/2025	-	491,206.25	491,206.25
06/30/2026	-	491,206.25	491,206.25
12/30/2026	-	491,206.25	491,206.25
06/30/2027	-	491,206.25	491,206.25
12/30/2027	-	491,206.25	491,206.25
06/30/2028	-	491,206.25	491,206.25
12/30/2028	-	491,206.25	491,206.25
06/30/2029	-	491,206.25	491,206.25
12/30/2029	-	491,206.25	491,206.25
06/30/2030	-	491,206.25	491,206.25
12/30/2030	-	491,206.25	491,206.25
06/30/2031	-	491,206.25	491,206.25
12/30/2031	-	491,206.25	491,206.25
06/30/2032	-	491,206.25	491,206.25
12/30/2032	-	491,206.25	491,206.25
06/30/2033	-	491,206.25	491,206.25
12/30/2033	-	491,206.25	491,206.25
06/30/2034	-	491,206.25	491,206.25
12/30/2034	2,880,000.00	491,206.25	3,371,206.25
06/30/2035	-	419,206.25	419,206.25
12/30/2035	-	419,206.25	419,206.25
06/30/2036	-	419,206.25	419,206.25
12/30/2036	-	419,206.25	419,206.25
06/30/2037	-	419,206.25	419,206.25
12/30/2037	1,060,000.00	419,206.25	1,479,206.25
06/30/2038	-	398,006.25	398,006.25
12/30/2038	1,110,000.00	398,006.25	1,508,006.25
06/30/2039	-	375,806.25	375,806.25
12/30/2039	1,145,000.00	375,806.25	1,520,806.25
06/30/2040	-	352,906.25	352,906.25
12/30/2040	1,190,000.00	352,906.25	1,542,906.25
06/30/2041	-	329,106.25	329,106.25
12/30/2041	1,240,000.00	329,106.25	1,569,106.25
06/30/2042	-	304,306.25	304,306.25
12/30/2042	1,290,000.00	304,306.25	1,594,306.25
06/30/2043	-	276,893.75	276,893.75
12/30/2043	1,340,000.00	276,893.75	1,616,893.75
06/30/2044	-	248,418.75	248,418.75
12/30/2044	1,400,000.00	248,418.75	1,648,418.75
06/30/2045	-	218,668.75	218,668.75
12/30/2045	1,465,000.00	218,668.75	1,683,668.75
06/30/2046	-	187,537.50	187,537.50
12/30/2046	1,520,000.00	187,537.50	1,707,537.50
06/30/2047	-	153,337.50	153,337.50
12/30/2047	1,595,000.00	153,337.50	1,748,337.50
06/30/2048	-	117,450.00	117,450.00
12/30/2048	1,665,000.00	117,450.00	1,782,450.00
06/30/2049	-	79,987.50	79,987.50
12/30/2049	1,740,000.00	79,987.50	1,819,987.50
06/30/2050	-	40,837.50	40,837.50
12/30/2050	1,815,000.00	40,837.50	1,855,837.50
Total	**$22,455,000.00**	**$18,857,918.65**	**$41,312,918.65**

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Proof of Bond Yield @ 4.2006727%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/21/2024	-	1.0000000x	-	-
06/30/2025	843,237.40	0.9649468x	813,679.20	813,679.20
12/30/2025	491,206.25	0.9450966x	464,237.34	1,277,916.53
06/30/2026	491,206.25	0.9256547x	454,687.37	1,732,603.91
12/30/2026	491,206.25	0.9066128x	445,333.86	2,177,937.77
06/30/2027	491,206.25	0.8879626x	436,172.77	2,614,110.54
12/30/2027	491,206.25	0.8696960x	427,200.13	3,041,310.66
06/30/2028	491,206.25	0.8518053x	418,412.07	3,459,722.73
12/30/2028	491,206.25	0.8342825x	409,804.79	3,869,527.52
06/30/2029	491,206.25	0.8171202x	401,374.57	4,270,902.09
12/30/2029	491,206.25	0.8003110x	393,117.78	4,664,019.87
06/30/2030	491,206.25	0.7838476x	385,030.83	5,049,050.70
12/30/2030	491,206.25	0.7677228x	377,110.25	5,426,160.95
06/30/2031	491,206.25	0.7519298x	369,352.60	5,795,513.56
12/30/2031	491,206.25	0.7364616x	361,754.54	6,157,268.10
06/30/2032	491,206.25	0.7213116x	354,312.78	6,511,580.88
12/30/2032	491,206.25	0.7064733x	347,024.11	6,858,604.99
06/30/2033	491,206.25	0.6919402x	339,885.37	7,198,490.36
12/30/2033	491,206.25	0.6777061x	332,893.49	7,531,383.85
06/30/2034	491,206.25	0.6637648x	326,045.44	7,857,429.29
12/30/2034	3,371,206.25	0.6501103x	2,191,656.04	10,049,085.33
06/30/2035	419,206.25	0.6367367x	266,924.01	10,316,009.34
12/30/2035	419,206.25	0.6236382x	261,433.04	10,577,442.38
06/30/2036	419,206.25	0.6108092x	256,055.03	10,833,497.41
12/30/2036	419,206.25	0.5982440x	250,787.64	11,084,285.05
06/30/2037	419,206.25	0.5859374x	245,628.61	11,329,913.66
12/30/2037	1,479,206.25	0.5738839x	848,892.64	12,178,806.31
06/30/2038	398,006.25	0.5620784x	223,710.70	12,402,517.01
12/30/2038	1,508,006.25	0.5505157x	830,181.08	13,232,698.09
06/30/2039	375,806.25	0.5391909x	202,631.29	13,435,329.38
12/30/2039	1,520,806.25	0.5280990x	803,136.26	14,238,465.64
06/30/2040	352,906.25	0.5172353x	182,535.58	14,421,001.22
12/30/2040	1,542,906.25	0.5065951x	781,628.77	15,202,629.99
06/30/2041	329,106.25	0.4961738x	163,293.90	15,365,923.89
12/30/2041	1,569,106.25	0.4859669x	762,533.64	16,128,457.53
06/30/2042	304,306.25	0.4759699x	144,840.61	16,273,298.14
12/30/2042	1,594,306.25	0.4661786x	743,231.41	17,016,529.55
06/30/2043	276,893.75	0.4565887x	126,426.55	17,142,956.10
12/30/2043	1,616,893.75	0.4471961x	723,068.51	17,866,024.61
06/30/2044	248,418.75	0.4379967x	108,806.58	17,974,831.19
12/30/2044	1,648,418.75	0.4289865x	707,149.38	18,681,980.57
06/30/2045	218,668.75	0.4201617x	91,876.23	18,773,856.80
12/30/2045	1,683,668.75	0.4115184x	692,860.69	19,466,717.49
06/30/2046	187,537.50	0.4030529x	75,587.54	19,542,305.04
12/30/2046	1,707,537.50	0.3947616x	674,070.28	20,216,375.31
06/30/2047	153,337.50	0.3866409x	59,286.54	20,275,661.86
12/30/2047	1,748,337.50	0.3786872x	662,072.97	20,937,734.82
06/30/2048	117,450.00	0.3708971x	43,561.86	20,981,296.69
12/30/2048	1,782,450.00	0.3632672x	647,505.70	21,628,802.38
06/30/2049	79,987.50	0.3557944x	28,459.10	21,657,261.48
12/30/2049	1,819,987.50	0.3484752x	634,220.53	22,291,482.01
06/30/2050	40,837.50	0.3413066x	13,938.11	22,305,420.12
12/30/2050	1,855,837.50	0.3342855x	620,379.58	22,925,799.70
Total	**$41,312,918.65**	-	**$22,925,799.70**	-

Derivation Of Target Amount

Par Amount of Bonds	$22,455,000.00
Reoffering Premium or (Discount)	470,799.70
Original Issue Proceeds	$22,925,799.70

United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: August 21, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

Detail Costs Of Issuance

Dated 08/21/2024 | Delivered 08/21/2024

COSTS OF ISSUANCE DETAIL

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2024-41

Agenda Item Summary Memo

Title: Proposed WIFIA Loan – Authorizing Ordinance

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 8, 2024
Subject: Ordinance Authorizing – WIFIA Loan

Summary

Approval of an ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

Background

In 2021, the United City of Yorkville, in collaboration with the Villages of Montgomery and Oswego, formed a partnership, called WaterLink, in order to secure a sustainable drinking water source for its residents across the region. After assessing options, WaterLink chose to partner with the DuPage Water Commission (DWC) to expand its existing transmission system to connect to all WaterLink communities.

To facilitate this endeavor, the City will be seeking financial support through the Federal EPA's Water Infrastructure Finance and Innovation Act (WIFIA) program. The City's strategy involves a phased approach, initially pursuing an agreement with the EPA to execute a Master Credit Agreement, followed by securing two WIFIA loans to cover the two phases of the project. Phase I will encompass eight projects, that center on upgrading the City's water system to meet DWC and State standards, at an estimated cost of ~$37 million. Estimated funding from WIFIA for Loan 1 is $29.6 million (80%), with the City to fund the remaining 20% of ~$7.4 million. Phase II will consist of three projects, focusing on the WaterLink connection to DWC, expanding the existing DWC transmission system and the construction of the South Receiving Station and South Receiving Station Standpipe. Phase II expenditures are projected to total around $137 million, with anticipated Loan 2 funding from WIFIA total $109.6 million (City's portion would be $27.4 million).

Similar to a General Obligation (Alternate Revenue Source) Bond, the next step in the WIFIA loan issuance process entails the enactment of an Authorizing Ordinance. This ordinance sets the ceiling for the maximum principal amount that can be issued, currently specified at $160 million (see Exhibit A). With estimated WIFIA-related expenses totaling $139.2 million, this allocation affords the City a margin of flexibility of approximately $20 million to address any unforeseen expenditures or cost increases that may arise.

Besides setting the maximum principal amount for the potential loan issue, the Authorizing Ordinance also establishes what projects the City may use the bond proceeds on. As noted in the appended ordinance, WIFIA loan proceeds could be spent on any qualifying project that enhances the City's Water "System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water."

Furthermore, the Authorizing Ordinance identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed WIFIA loan consist of (1) Water Fund net revenues (i.e., revenues less operating expenses) from the City's water system; (2) any revenues derived from a places of eating tax (recently implemented on January 1, 2024); and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., a portion of fund equity can be used to cover the additional 25% pledge requirement over actual debt service amounts at 100%).

As discussed during the water rate deliberations on April 23rd, Council will eventually need to adopt a multi-year water rate plan, which can be adjusted up or down, depending on actual future water sale revenues. In order to develop a multi-year rate plan, it is recommended that the City conduct a water rate analysis, funding for which has been included in the FY 2025 budget (estimated at $100,000 in Engineering Services – Water Fund). Beyond the obvious reason of establishing a multi-year rate structure, the primary purpose of conducting a water rate analysis is to provide assurance to WIFIA, and other bond holders, that the City will meet its debt coverage requirements. To close on the WIFIA loan and future bond issues for the DWC/Lake Michigan water sourcing project, the City must prove that revenues equal at least 125% of total debt service. If the revenues used to demonstrate coverage are projected and based on future rate increases, those increases must have already been approved by City Council. The projections must be made by an outside firm, not related to the City or the bond/WIFIA loan issuance. Additional materials regarding the scope and timing of a rate study will be presented to Council for consideration at a future meeting.

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the Beacon News. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient number of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the WIFIA loan would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed WIFIA loan, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the Beacon News on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the loan issuance, which would be done in conjunction with the closing of the WIFIA loan, currently slated for later 2024 / early 2025.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

Exhibit A

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____ _____

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

_____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the borrowing of a loan payable solely from the revenue derived from the operation of the System or, in lieu thereof, payable from other revenue sources pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to borrow such funds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the "*System*") under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial and other related banking fees and other expenses, does not exceed $160,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project, subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, the Debt Reform Act defines a bond as any instrument evidencing the obligation to pay money authorized or issued by or on behalf of a governmental unit under applicable law, including without limitation, bonds, notes, installment or financing contracts, leases, certificates, tax anticipation warrants or notes, vouchers, and any other evidences of indebtedness; and

WHEREAS, the City has applied to the United States Environmental Protection Agency (the "*EPA*") for a Water Infrastructure Finance and Innovation Act loan (the "*WIFIA Loan*") to finance the costs of the Project; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to borrow from the EPA the WIFIA Loan in an aggregate amount not to exceed $160,000,000 and (a) payable from the revenue derived from the operation of the System (a "*Revenue-Backed WIFIA Loan*"), or (b) in lieu thereof, payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund (the "*Water Fund*"), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the "*Pledged Revenues*"),

as authorized to be borrowed at this time pursuant to the Debt Reform Act (an "*Alternate Revenue WIFIA Loan*"); and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Revenue WIFIA Loan, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Revenue WIFIA Loan; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Revenue WIFIA Loan which is authorized to be borrowed as an alternate bond pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan, the City is authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $160,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the City can borrow the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Borrow the WIFIA Loan**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose the WIFIA Loan is hereby authorized to be borrowed from the EPA as a Revenue-Backed WIFIA Loan in an aggregate principal amount not to exceed $160,000,000 or, in lieu thereof, as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $160,000,000. The borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of an ordinance setting forth the terms for the borrowing thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the "*Notice*"), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News,* the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th

day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to a referendum, the WIFIA Loan shall not be authorized to be borrowed as an Alternate Revenue WIFIA Loan until such time as the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice**. The notice of the intention to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan shall be in substantially the following form:

NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO BORROW A WIFIA LOAN AS A $160,000,000 REVENUE-BACKED WIFIA LOAN
OR, IN LIEU THEREOF, AS AN $160,000,000 ALTERNATE REVENUE WIFIA LOAN
AND RIGHT TO FILE PETITION

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the "*Ordinance*") adopted on the 14th day of May, 2024 by the City Council (the *"City Council"*) of the United City of Yorkville, Kendall County, Illinois (the *"City"*), the City intends to borrow a Water Infrastructure Finance and Innovation Act loan (a "*WIFIA Loan*") from the United States Environmental Protection Agency, payable solely from the revenue derived from the operation of the City's water delivery system (the "*System*"), in an aggregate amount of not to exceed $160,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such WIFIA Loan is borrowed (a "*Revenue-Backed WIFIA Loan*") or, in lieu thereof, a general obligation alternate revenue WIFIA Loan in an aggregate amount of not to exceed $160,000,000 (the "*Alternate Revenue WIFIA Loan*"), for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of an Alternate Revenue WIFIA Loan will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund. If these revenue sources are insufficient to pay an Alternate Revenue WIFIA Loan, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on such Alternate Revenue WIFIA Loan. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the *"City Clerk"*) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less

than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances**. If no petition with respect to the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and prescribing all the details of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan, so long as the maximum amount of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan under applicable law.

Section 6. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date**. All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____ _____.

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the *"City Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

City Clerk, United City of Yorkville, Kendall County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION –REVENUE-BACKED WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $160,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be the revenues of the City's water delivery system?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said

petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to borrow a Revenue-Backed WIFIA Loan in an aggregate amount not to exceed $160,000,000 was published on the ___ day of _____, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Revenue-Backed WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2024.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $160,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be (i) the net revenues derived from the operation of the City's water delivery system, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund, unless said revenue sources are insufficient to pay said WIFIA Loan, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to borrow an Alternate Revenue WIFIA Loan in an aggregate amount not to exceed $160,000,000 was published on the ___ day of _____, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Alternate Revenue WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

_____
City Clerk

Exhibit B

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City Council of the City (the *"City Council"*) intends to borrow from the United States Environmental Protection Agency a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 (the "*WIFIA Loan*") for the purpose of providing funds for the enhancement of the City's water delivery system (the "*System*"), including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council's intent to borrow the WIFIA Loan before adopting an ordinance providing for such borrowing and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing**. I hereby call a public hearing to be held at 7:00 o'clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning the City Council's intent to borrow the WIFIA Loan and to receive public comments regarding the proposal to borrow the WIFIA Loan (the *"Hearing"*).

2. **Notice**. I hereby direct the City Clerk (the *"City Clerk"*) to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice**. Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $160,000,000 FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the *"City"*), will hold a public hearing on the 28th day of May, 2024, at 7:00 o'clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the City's water delivery system, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at https://www.yorkville.il.us/520/Agendas-Minutes-Packets. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed WIFIA Loan and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance approving the WIFIA Loan for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____

MAYOR

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2024-42

Agenda Item Summary Memo

Title: Proposed Public Works/Parks Facility Bond – Authorizing Ordinance

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 7, 2024
Subject: Ordinance Authorizing the Issuance of the 2024 Public Works/Park Facility Bonds

---

Summary

Approval of an ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024, for the purposes of land acquisition and the construction of a new Public Works/Parks facility.

Background

This item was last discussed at the January 24, 2023 City Council meeting. At that meeting, a resolution was adopted for the purposes of reimbursing the City's (24) Buildings & Grounds Fund for the acquisition of a vacant lot (referred to as Lot 4) within the Yorkville Business Center in December 2022. The lot, acquired at a cost of approximately $1.4 million, has been designated as the future site of a new Public Works and Parks facility. This resolution served two primary objectives: (1) it enabled the City to reimburse itself for any project-related expenses incurred within 60 days prior to the passage of the reimbursement resolution using future bond proceeds; and (2) it grants the City the flexibility to issue a bond at any time over the next 36 months (through December 2025), starting from the date of the land acquisition.

The next step in the issuance process would be the passage of the Authorizing Ordinance, which establishes the maximum amount of principal that could be issued, which is presently capped in the attached ordinance at $40 million (Exhibit A). As shown in attached debt service schedule (Exhibit C), the bonds are currently shown to provide a total of $40 million in proceeds ($39.115 million in principal, plus a net premium of $1,276,254, less issuance costs of $391,254). However, Council always reserves the right to issue the bonds for less than that amount, should it choose to do so.

In addition to determining the maximum principal amount for the potential bond issue, the Authorizing Ordinance delineates the permissible projects for which the City can allocate the bond proceeds. To afford the City maximum flexibility, the parameters are comprehensive. They encompass a wide array of potential uses, including but not limited to land acquisition, construction of a new Public Works/Parks facility, and various other capital projects within the City.

Furthermore, the Authorizing Ordinance identifies the specific revenues pledged for the repayment of the proposed bond issue. As you may recall from prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service payments by meeting or surpassing the 125% threshold. The pledged revenues for the proposed 2024 Public Works/Parks facility bonds are income taxes and utility taxes (which are comprised of electric utility, natural gas, cable franchise and telecommunication taxes).

Assuming passage of the Authorizing Ordinance, the next step would be the publication of the Authorizing Ordinance and the statutory notice in the *Beacon News*. This notice would provide that, unless a petition, signed by not less than 7.5% of the registered voters of the City, is filed with the City Clerk within 30 days after such publication date, then the ARS bonds can be issued. If a sufficient amount of registered voters do sign and file the petition within the 30-day backdoor referendum period, then the issuance of the ARS bonds would have to be put up for referendum on the November 5, 2024 election. The 30-day challenge period for taxpayers to file a backdoor referendum would begin on the planned publication date of May 17th.

Pursuant to the Bond Issuance Notification Act (BINA), the Mayor would order a public hearing (Exhibit B), in order to establish the date and time for the public hearing on the proposed 2024 Public Works/Parks facility bonds, which is tentatively set for the May 24th City Council meeting. A public notice of the BINA hearing will be published in the *Beacon News* on May 17th. The City Council cannot adopt a bond ordinance providing for the issuance of the bonds until 7 days after the public hearing has been held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of June 17th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the debt issuance, thus finalizing the issuance process. The anticipated issuance of the proposed Public Works/Parks bonds can be carried out at any point prior to December 2025. This timing aligns with the determination of the new facility's size and scope, which is expected to be finalized throughout the Summer and Fall of 2024. Additionally, a preliminary debt service schedule (prepared by Speer Financial) has been appended, illustrating estimated annual debt service amounts hovering around $2.72 million over a 25-year timeframe, which is the same timeframe outlined in the FY 25 Adopted Budget.

Recommendation

Staff recommends approval of the attached ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024.

Exhibit A

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____ _____

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

_____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Mayor announced that, in view of the need to provide funds for the acquisition of one or more parcels of land and the construction of a new public works facility on any portion thereof, and other capital infrastructure projects within the City, the City Council would consider the adoption of an ordinance authorizing the issuance of its general obligation alternate revenue bonds pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to issue such bonds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to acquire certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, construct a new public works facility thereon, and provide for certain other capital infrastructure projects within the City (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial, bond discount, bond registrar, paying agent and other related banking fees, printing and publication costs and other expenses, does not exceed $40,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, "Alternate Bonds" (as defined therein) may be issued whenever there exists a revenue source for the City; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to issue its general obligation alternate revenue bonds (the "*Alternate Bonds*"), which Alternate Bonds shall be in an aggregate amount not to exceed $40,000,000 and be payable from (i) all collections distributed to the City pursuant to the State Revenue Sharing Act from those taxes imposed by the State of Illinois pursuant to subsections (a) and (c) of Section 201 of the Illinois Income Tax Act, as supplemented and amended from time to time, or substitute taxes thereof as provided by the State of Illinois in the future, (ii) the collections by the City of all natural gas and electric utility taxes imposed by the City pursuant to Section 8-11-2 of the Code or successor taxes thereto, (iii) all collections distributed to the City from the State of Illinois from those taxes imposed by the City pursuant to the its Simplified Municipal Telecommunications Tax, or any successor tax thereto, (iv) the collections by the City of all cable television franchise taxes imposed by the City pursuant to the Code or any successor taxes thereto, and (v) such other funds of the City as may be necessary and on hand from time to time and lawfully available for such purpose (collectively, the "*Pledged Revenues*"), as authorized to be issued at this time pursuant to the Debt Reform Act; and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Bonds, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Bonds which are authorized to be issued pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, the City is authorized to issue its Alternate Bonds in an aggregate principal amount not to exceed $40,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the Alternate Bonds may be issued for said purpose, Section 15 of the Debt Reform Act requires that the City Council must first adopt an Ordinance authorizing the issuance of the Alternate Bonds for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Issue Bonds**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose there are hereby authorized to be issued and sold by the City its Alternate Bonds in an aggregate principal amount not to exceed $40,000,000 (the "*Bonds*"). The issuance of the Bonds shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of a bond ordinance setting forth the terms for the issuance and sale thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the "*Notice*"), shall be published at least once in the *Beacon-News,*

the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the issuance of the Bonds be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Bonds shall be authorized to be issued. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to issue the Bonds shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

Section 4. **Form of Notice**. The notice of the intention to issue the Bonds shall be in substantially the following form:

NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO ISSUE $40,000,000 ALTERNATE REVENUE BONDS
AND RIGHT TO FILE PETITION

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the "*Ordinance*") adopted on the 14th day of May, 2024 by the City Council (the *"City Council"*) of the United City of Yorkville, Kendall County, Illinois (the *"City"*), the City intends to issue its general obligation alternate revenue bonds in an aggregate amount of not to exceed $40,000,000 (the "*Bonds*"), for the purpose of providing funds for (i) the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, (ii) the construction of a new public works facility thereon, and (iii) certain other capital infrastructure projects within the City.

The revenue sources for the payment of the Bonds will be (i) all collections distributed to the City pursuant to the State Revenue Sharing Act from those taxes imposed by the State of Illinois pursuant to subsections (a) and (c) of Section 201 of the Illinois Income Tax Act, as supplemented and amended from time to time, or substitute taxes thereof as provided by the State of Illinois in the future, (ii) the collections by the City of all natural gas and electric utility taxes imposed by the City pursuant to Section 8-11-2 of the Code or successor taxes thereto, (iii) all collections distributed to the City from the State of Illinois from those taxes imposed by the City pursuant to the its Simplified Municipal Telecommunications Tax, or any successor tax thereto, (iv) the collections by the City of all cable television franchise taxes imposed by the City pursuant to the Code or any successor taxes thereto, and (v) such other funds of the City as may be necessary and on hand from time to time and lawfully available for such purpose. If these revenue sources are insufficient to pay the Bonds, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on the Bonds. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the *"City Clerk"*) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the issuance of the Bonds be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Bonds shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Bonds for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances**. If no petition with respect to the issuance of the Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date**. All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	SEAVER TARULIS	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____
CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____ _____.

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the *"City Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

_____
City Clerk, United City of Yorkville, Kendall County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE BONDS

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to issue not to exceed $40,000,000 general obligation alternate revenue bonds to provide funds for the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, the construction of a new public works facility thereon, and certain other capital infrastructure projects within the City, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said bonds to be (i) all collections distributed to the City pursuant to the State Revenue Sharing Act from those taxes imposed by the State of Illinois pursuant to subsections (a) and (c) of Section 201 of the Illinois Income Tax Act, as supplemented and amended from time to time, or substitute taxes thereof as provided by the State of Illinois in the future, (ii) the collections by the City of all natural gas and electric utility taxes imposed by the City pursuant to Section 8-11-2 of the Code or successor taxes thereto, (iii) all collections distributed to the City from the State of Illinois from those taxes imposed by the City pursuant to the its Simplified Municipal Telecommunications Tax, or any successor tax thereto, (iv) the collections by the City of all cable television franchise taxes imposed by the City pursuant to the Code or any successor taxes thereto, and (v) such other funds of the City as may be necessary and on hand from time to time and lawfully available for such purpose, unless said revenue sources are insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

_____ _____, Yorkville, Kendall County, Illinois
_____ _____, Yorkville, Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to issue not to exceed $40,000,000 Alternate Revenue Bonds was published on the ___ day of _____, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to issue said bonds be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2024.

_____
City Clerk

Exhibit B

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to sell not to exceed $40,000,000 General Obligation Alternate Revenue Bonds.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City Council of the City (the *"City Council"*) intends to sell bonds in the amount of not to exceed $40,000,000 (the *"Bonds"*) for the purpose of providing funds for the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, the construction of a new public works facility thereon, and to provide for certain other capital infrastructure projects within the City; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council's intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing**. I hereby call a public hearing to be held at 7:00 o'clock P.M. on the 28th day of May, 2024, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning

the City Council's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the *"Hearing"*).

2. **Notice**. I hereby direct the City Clerk (the *"City Clerk"*) to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice**. Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO SELL NOT TO EXCEED $40,000,000,000 GENERAL OBLIGATION ALTERNATE REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the *"City"*), will hold a public hearing on the 28th day of May, 2024, at 7:00 o'clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation alternate revenue bonds of the City in the amount of not to exceed $40,000,000 for the purpose of providing funds for the acquisition of certain real property located within the City, including, without limitation, approximately twelve acres of the real property known as Lot 4 in the Yorkville Business Center located within the City, the construction of a new public works facility thereon, and to provide for certain other capital infrastructure projects within the City.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at https://www.yorkville.il.us/520/Agendas-Minutes-Packets. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County, Illinois

Note to Publisher: Please be certain that this notice appears above the name of the City Clerk.

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

_____

MAYOR

Exhibit C

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Table of Contents

Report

Sources & Uses	1
Debt Service Schedule	2
Net Debt Service Schedule	3
Pricing Summary	4
Proof of D/S for Arbitrage Purposes	5
Proof of Bond Yield @ 4.0234913%	6
Detail Costs Of Issuance	7

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Sources & Uses

Dated 08/21/2024 | Delivered 08/21/2024

Sources Of Funds

Par Amount of Bonds	$39,115,000.00
Reoffering Premium	1,589,174.20
Total Sources	**$40,704,174.20**

Uses Of Funds

Total Underwriter's Discount (0.800%)	312,920.00
Costs of Issuance	391,150.00
Deposit to Project Construction Fund	40,000,000.00
Rounding Amount	104.20
Total Uses	**$40,704,174.20**

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/21/2024	-	-	-	-	-
06/30/2025	-	-	1,514,336.04	1,514,336.04	-
12/30/2025	320,000.00	5.000%	882,137.50	1,202,137.50	2,716,473.54
06/30/2026	-	-	874,137.50	874,137.50	-
12/30/2026	970,000.00	5.000%	874,137.50	1,844,137.50	2,718,275.00
06/30/2027	-	-	849,887.50	849,887.50	-
12/30/2027	1,015,000.00	5.000%	849,887.50	1,864,887.50	2,714,775.00
06/30/2028	-	-	824,512.50	824,512.50	-
12/30/2028	1,070,000.00	5.000%	824,512.50	1,894,512.50	2,719,025.00
06/30/2029	-	-	797,762.50	797,762.50	-
12/30/2029	1,120,000.00	5.000%	797,762.50	1,917,762.50	2,715,525.00
06/30/2030	-	-	769,762.50	769,762.50	-
12/30/2030	1,175,000.00	5.000%	769,762.50	1,944,762.50	2,714,525.00
06/30/2031	-	-	740,387.50	740,387.50	-
12/30/2031	1,235,000.00	5.000%	740,387.50	1,975,387.50	2,715,775.00
06/30/2032	-	-	709,512.50	709,512.50	-
12/30/2032	1,300,000.00	5.000%	709,512.50	2,009,512.50	2,719,025.00
06/30/2033	-	-	677,012.50	677,012.50	-
12/30/2033	1,365,000.00	5.000%	677,012.50	2,042,012.50	2,719,025.00
06/30/2034	-	-	642,887.50	642,887.50	-
12/30/2034	1,430,000.00	5.000%	642,887.50	2,072,887.50	2,715,775.00
06/30/2035	-	-	607,137.50	607,137.50	-
12/30/2035	1,505,000.00	5.000%	607,137.50	2,112,137.50	2,719,275.00
06/30/2036	-	-	569,512.50	569,512.50	-
12/30/2036	1,580,000.00	5.000%	569,512.50	2,149,512.50	2,719,025.00
06/30/2037	-	-	530,012.50	530,012.50	-
12/30/2037	1,655,000.00	4.000%	530,012.50	2,185,012.50	2,715,025.00
06/30/2038	-	-	496,912.50	496,912.50	-
12/30/2038	1,725,000.00	4.000%	496,912.50	2,221,912.50	2,718,825.00
06/30/2039	-	-	462,412.50	462,412.50	-
12/30/2039	1,790,000.00	4.000%	462,412.50	2,252,412.50	2,714,825.00
06/30/2040	-	-	426,612.50	426,612.50	-
12/30/2040	1,865,000.00	4.000%	426,612.50	2,291,612.50	2,718,225.00
06/30/2041	-	-	389,312.50	389,312.50	-
12/30/2041	1,935,000.00	4.000%	389,312.50	2,324,312.50	2,713,625.00
06/30/2042	-	-	350,612.50	350,612.50	-
12/30/2042	2,015,000.00	4.250%	350,612.50	2,365,612.50	2,716,225.00
06/30/2043	-	-	307,793.75	307,793.75	-
12/30/2043	2,100,000.00	4.250%	307,793.75	2,407,793.75	2,715,587.50
06/30/2044	-	-	263,168.75	263,168.75	-
12/30/2044	2,190,000.00	4.250%	263,168.75	2,453,168.75	2,716,337.50
06/30/2045	-	-	216,631.25	216,631.25	-
12/30/2045	2,285,000.00	4.250%	216,631.25	2,501,631.25	2,718,262.50
06/30/2046	-	-	168,075.00	168,075.00	-
12/30/2046	2,380,000.00	4.500%	168,075.00	2,548,075.00	2,716,150.00
06/30/2047	-	-	114,525.00	114,525.00	-
12/30/2047	2,490,000.00	4.500%	114,525.00	2,604,525.00	2,719,050.00
06/30/2048	-	-	58,500.00	58,500.00	-
12/30/2048	2,600,000.00	4.500%	58,500.00	2,658,500.00	2,717,000.00
Total	**$39,115,000.00**	**-**	**$26,090,636.04**	**$65,205,636.04**	**-**

Yield Statistics

Bond Year Dollars	$592,631.21
Average Life	15.151 Years
Average Coupon	4.4025079%
Net Interest Cost (NIC)	4.1871541%
True Interest Cost (TIC)	4.1097382%
Bond Yield for Arbitrage Purposes	4.0234913%
All Inclusive Cost (AIC)	4.2018493%

IRS Form 8038

Net Interest Cost	4.0343215%
Weighted Average Maturity	14.920 Years

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/30/2024	-	-	-	-	-
12/30/2025	320,000.00	5.000%	2,396,473.54	2,716,473.54	2,716,473.54
12/30/2026	970,000.00	5.000%	1,748,275.00	2,718,275.00	2,718,275.00
12/30/2027	1,015,000.00	5.000%	1,699,775.00	2,714,775.00	2,714,775.00
12/30/2028	1,070,000.00	5.000%	1,649,025.00	2,719,025.00	2,719,025.00
12/30/2029	1,120,000.00	5.000%	1,595,525.00	2,715,525.00	2,715,525.00
12/30/2030	1,175,000.00	5.000%	1,539,525.00	2,714,525.00	2,714,525.00
12/30/2031	1,235,000.00	5.000%	1,480,775.00	2,715,775.00	2,715,775.00
12/30/2032	1,300,000.00	5.000%	1,419,025.00	2,719,025.00	2,719,025.00
12/30/2033	1,365,000.00	5.000%	1,354,025.00	2,719,025.00	2,719,025.00
12/30/2034	1,430,000.00	5.000%	1,285,775.00	2,715,775.00	2,715,775.00
12/30/2035	1,505,000.00	5.000%	1,214,275.00	2,719,275.00	2,719,275.00
12/30/2036	1,580,000.00	5.000%	1,139,025.00	2,719,025.00	2,719,025.00
12/30/2037	1,655,000.00	4.000%	1,060,025.00	2,715,025.00	2,715,025.00
12/30/2038	1,725,000.00	4.000%	993,825.00	2,718,825.00	2,718,825.00
12/30/2039	1,790,000.00	4.000%	924,825.00	2,714,825.00	2,714,825.00
12/30/2040	1,865,000.00	4.000%	853,225.00	2,718,225.00	2,718,225.00
12/30/2041	1,935,000.00	4.000%	778,625.00	2,713,625.00	2,713,625.00
12/30/2042	2,015,000.00	4.250%	701,225.00	2,716,225.00	2,716,225.00
12/30/2043	2,100,000.00	4.250%	615,587.50	2,715,587.50	2,715,587.50
12/30/2044	2,190,000.00	4.250%	526,337.50	2,716,337.50	2,716,337.50
12/30/2045	2,285,000.00	4.250%	433,262.50	2,718,262.50	2,718,262.50
12/30/2046	2,380,000.00	4.500%	336,150.00	2,716,150.00	2,716,150.00
12/30/2047	2,490,000.00	4.500%	229,050.00	2,719,050.00	2,719,050.00
12/30/2048	2,600,000.00	4.500%	117,000.00	2,717,000.00	2,717,000.00
Total	**$39,115,000.00**	**-**	**$26,090,636.04**	**$65,205,636.04**	**$65,205,636.04**

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
12/30/2025	Serial Coupon	5.000%	3.500%	320,000.00	101.968%		-	-	-	326,297.60
12/30/2026	Serial Coupon	5.000%	3.350%	970,000.00	103.707%		-	-	-	1,005,957.90
12/30/2027	Serial Coupon	5.000%	3.400%	1,015,000.00	105.033%		-	-	-	1,066,084.95
12/30/2028	Serial Coupon	5.000%	3.350%	1,070,000.00	106.635%		-	-	-	1,140,994.50
12/30/2029	Serial Coupon	5.000%	3.200%	1,120,000.00	108.795%		-	-	-	1,218,504.00
12/30/2030	Serial Coupon	5.000%	3.200%	1,175,000.00	110.277%		-	-	-	1,295,754.75
12/30/2031	Serial Coupon	5.000%	3.200%	1,235,000.00	111.714%		-	-	-	1,379,667.90
12/30/2032	Serial Coupon	5.000%	3.200%	1,300,000.00	113.105%		-	-	-	1,470,365.00
12/30/2033	Serial Coupon	5.000%	3.200%	1,365,000.00	114.453%		-	-	-	1,562,283.45
12/30/2034	Serial Coupon	5.000%	3.250%	1,430,000.00	114.019%	c	3.384%	12/30/2033	100.000%	1,630,471.70
12/30/2035	Serial Coupon	5.000%	3.300%	1,505,000.00	113.587%	c	3.537%	12/30/2033	100.000%	1,709,484.35
12/30/2036	Serial Coupon	5.000%	3.400%	1,580,000.00	112.729%	c	3.706%	12/30/2033	100.000%	1,781,118.20
12/30/2037	Serial Coupon	4.000%	3.750%	1,655,000.00	101.954%	c	3.812%	12/30/2033	100.000%	1,687,338.70
12/30/2038	Serial Coupon	4.000%	3.850%	1,725,000.00	101.165%	c	3.893%	12/30/2033	100.000%	1,745,096.25
12/30/2039	Serial Coupon	4.000%	3.950%	1,790,000.00	100.384%	c	3.966%	12/30/2033	100.000%	1,796,873.60
12/30/2040	Serial Coupon	4.000%	4.050%	1,865,000.00	99.402%		-	-	-	1,853,847.30
12/30/2041	Serial Coupon	4.000%	4.100%	1,935,000.00	98.762%		-	-	-	1,911,044.70
12/30/2042	Serial Coupon	4.250%	4.150%	2,015,000.00	100.764%	c	4.190%	12/30/2033	100.000%	2,030,394.60
12/30/2043	Serial Coupon	4.250%	4.200%	2,100,000.00	100.379%	c	4.221%	12/30/2033	100.000%	2,107,959.00
12/30/2044	Serial Coupon	4.250%	4.250%	2,190,000.00	100.000%		-	-	-	2,190,000.00
12/30/2045	Serial Coupon	4.250%	4.300%	2,285,000.00	99.301%		-	-	-	2,269,027.85
12/30/2046	Serial Coupon	4.500%	4.350%	2,380,000.00	101.138%	c	4.419%	12/30/2033	100.000%	2,407,084.40
12/30/2047	Serial Coupon	4.500%	4.400%	2,490,000.00	100.755%	c	4.447%	12/30/2033	100.000%	2,508,799.50
12/30/2048	Serial Coupon	4.500%	4.450%	2,600,000.00	100.374%	c	4.474%	12/30/2033	100.000%	2,609,724.00
Total	-	-	-	**$39,115,000.00**	-	-	-	-	-	**$40,704,174.20**

Bid Information

Par Amount of Bonds	$39,115,000.00
Reoffering Premium or (Discount)	1,589,174.20
Gross Production	$40,704,174.20
Total Underwriter's Discount (0.800%)	$(312,920.00)
Bid (103.263%)	40,391,254.20
Total Purchase Price	$40,391,254.20
Bond Year Dollars	$592,631.21
Average Life	15.151 Years
Average Coupon	4.4025079%
Net Interest Cost (NIC)	4.1871541%
True Interest Cost (TIC)	4.1097382%

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
08/21/2024	-	-	-
06/30/2025	-	1,514,336.04	1,514,336.04
12/30/2025	320,000.00	882,137.50	1,202,137.50
06/30/2026	-	874,137.50	874,137.50
12/30/2026	970,000.00	874,137.50	1,844,137.50
06/30/2027	-	849,887.50	849,887.50
12/30/2027	1,015,000.00	849,887.50	1,864,887.50
06/30/2028	-	824,512.50	824,512.50
12/30/2028	1,070,000.00	824,512.50	1,894,512.50
06/30/2029	-	797,762.50	797,762.50
12/30/2029	1,120,000.00	797,762.50	1,917,762.50
06/30/2030	-	769,762.50	769,762.50
12/30/2030	1,175,000.00	769,762.50	1,944,762.50
06/30/2031	-	740,387.50	740,387.50
12/30/2031	1,235,000.00	740,387.50	1,975,387.50
06/30/2032	-	709,512.50	709,512.50
12/30/2032	1,300,000.00	709,512.50	2,009,512.50
06/30/2033	-	677,012.50	677,012.50
12/30/2033	5,880,000.00	677,012.50	6,557,012.50
06/30/2034	-	530,012.50	530,012.50
12/30/2034	-	530,012.50	530,012.50
06/30/2035	-	530,012.50	530,012.50
12/30/2035	-	530,012.50	530,012.50
06/30/2036	-	530,012.50	530,012.50
12/30/2036	-	530,012.50	530,012.50
06/30/2037	-	530,012.50	530,012.50
12/30/2037	1,655,000.00	530,012.50	2,185,012.50
06/30/2038	-	496,912.50	496,912.50
12/30/2038	1,725,000.00	496,912.50	2,221,912.50
06/30/2039	-	462,412.50	462,412.50
12/30/2039	1,790,000.00	462,412.50	2,252,412.50
06/30/2040	-	426,612.50	426,612.50
12/30/2040	1,865,000.00	426,612.50	2,291,612.50
06/30/2041	-	389,312.50	389,312.50
12/30/2041	1,935,000.00	389,312.50	2,324,312.50
06/30/2042	-	350,612.50	350,612.50
12/30/2042	2,015,000.00	350,612.50	2,365,612.50
06/30/2043	-	307,793.75	307,793.75
12/30/2043	2,100,000.00	307,793.75	2,407,793.75
06/30/2044	-	263,168.75	263,168.75
12/30/2044	2,190,000.00	263,168.75	2,453,168.75
06/30/2045	-	216,631.25	216,631.25
12/30/2045	2,285,000.00	216,631.25	2,501,631.25
06/30/2046	-	168,075.00	168,075.00
12/30/2046	2,380,000.00	168,075.00	2,548,075.00
06/30/2047	-	114,525.00	114,525.00
12/30/2047	2,490,000.00	114,525.00	2,604,525.00
06/30/2048	-	58,500.00	58,500.00
12/30/2048	2,600,000.00	58,500.00	2,658,500.00
Total	**$39,115,000.00**	**$25,631,636.04**	**$64,746,636.04**

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2024

Dated: August 21, 2024

$40M / 25 Year / Preliminary

Proof of Bond Yield @ 4.0234913%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/21/2024	-	1.0000000x	-	-
06/30/2025	1,514,336.04	0.9663858x	1,463,432.80	1,463,432.80
12/30/2025	1,202,137.50	0.9473279x	1,138,818.44	2,602,251.24
06/30/2026	874,137.50	0.9286459x	811,764.24	3,414,015.48
12/30/2026	1,844,137.50	0.9103324x	1,678,778.07	5,092,793.55
06/30/2027	849,887.50	0.8923800x	758,422.57	5,851,216.12
12/30/2027	1,864,887.50	0.8747816x	1,631,369.23	7,482,585.35
06/30/2028	824,512.50	0.8575303x	707,044.41	8,189,629.76
12/30/2028	1,894,512.50	0.8406191x	1,592,563.45	9,782,193.21
06/30/2029	797,762.50	0.8240415x	657,389.42	10,439,582.63
12/30/2029	1,917,762.50	0.8077908x	1,549,150.93	11,988,733.57
06/30/2030	769,762.50	0.7918606x	609,544.59	12,598,278.16
12/30/2030	1,944,762.50	0.7762445x	1,509,611.25	14,107,889.41
06/30/2031	740,387.50	0.7609364x	563,387.82	14,671,277.23
12/30/2031	1,975,387.50	0.7459302x	1,473,501.20	16,144,778.43
06/30/2032	709,512.50	0.7312199x	518,809.67	16,663,588.10
12/30/2032	2,009,512.50	0.7167997x	1,440,418.02	18,104,006.13
06/30/2033	677,012.50	0.7026639x	475,712.26	18,579,718.39
12/30/2033	6,557,012.50	0.6888069x	4,516,515.32	23,096,233.71
06/30/2034	530,012.50	0.6752231x	357,876.69	23,454,110.40
12/30/2034	530,012.50	0.6619072x	350,819.10	23,804,929.50
06/30/2035	530,012.50	0.6488539x	343,900.69	24,148,830.19
12/30/2035	530,012.50	0.6360581x	337,118.72	24,485,948.91
06/30/2036	530,012.50	0.6235145x	330,470.50	24,816,419.41
12/30/2036	530,012.50	0.6112184x	323,953.38	25,140,372.78
06/30/2037	530,012.50	0.5991647x	317,564.78	25,457,937.57
12/30/2037	2,185,012.50	0.5873487x	1,283,364.34	26,741,301.91
06/30/2038	496,912.50	0.5757658x	286,105.22	27,027,407.13
12/30/2038	2,221,912.50	0.5644113x	1,254,072.47	28,281,479.60
06/30/2039	462,412.50	0.5532807x	255,843.90	28,537,323.50
12/30/2039	2,252,412.50	0.5423696x	1,221,640.02	29,758,963.53
06/30/2040	426,612.50	0.5316737x	226,818.63	29,985,782.15
12/30/2040	2,291,612.50	0.5211887x	1,194,362.47	31,180,144.62
06/30/2041	389,312.50	0.5109105x	198,903.82	31,379,048.45
12/30/2041	2,324,312.50	0.5008349x	1,164,096.88	32,543,145.33
06/30/2042	350,612.50	0.4909581x	172,136.05	32,715,281.37
12/30/2042	2,365,612.50	0.4812760x	1,138,512.63	33,853,794.01
06/30/2043	307,793.75	0.4717849x	145,212.45	33,999,006.46
12/30/2043	2,407,793.75	0.4624810x	1,113,558.85	35,112,565.31
06/30/2044	263,168.75	0.4533605x	119,310.32	35,231,875.63
12/30/2044	2,453,168.75	0.4444199x	1,090,237.09	36,322,112.72
06/30/2045	216,631.25	0.4356557x	94,376.63	36,416,489.35
12/30/2045	2,501,631.25	0.4270642x	1,068,357.16	37,484,846.51
06/30/2046	168,075.00	0.4186422x	70,363.29	37,555,209.80
12/30/2046	2,548,075.00	0.4103863x	1,045,694.97	38,600,904.77
06/30/2047	114,525.00	0.4022931x	46,072.62	38,646,977.39
12/30/2047	2,604,525.00	0.3943596x	1,027,119.52	39,674,096.92
06/30/2048	58,500.00	0.3865826x	22,615.08	39,696,712.00
12/30/2048	2,658,500.00	0.3789589x	1,007,462.20	40,704,174.20
Total	**$64,746,636.04**	-	**$40,704,174.20**	-

Derivation Of Target Amount

Par Amount of Bonds	$39,115,000.00
Reoffering Premium or (Discount)	1,589,174.20
Original Issue Proceeds	$40,704,174.20

Detail Costs Of Issuance

Dated 08/21/2024 | Delivered 08/21/2024

COSTS OF ISSUANCE DETAIL

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #10

Tracking Number

CC 2024-43

Agenda Item Summary Memo

Title: Green Door Watermain Easements – Cruise Trust and Classic Investments

Meeting and Date: City Council – May 14, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 8, 2024
Subject: Green Door Watermain Easements – Cruise Trust and Classic Investments

---

Summary

Consideration of an ordinance authorizing the acquisition of temporary construction and permanent easements for the Green Door / Yorkville Nexus watermain loop from two landowners.

Background

This item was last discussed by the City Council in May 2023 when the City Council approved Ordinance 2023-17 which covers easement acquisition costs to be reimbursed by Green Door / Yorkville Nexus as part of their infrastructure extension. Since that meeting, engineering design efforts have reached a point where easements can now be acquired and the City has set out on negotiating with various property owners. The City recently came to terms with two property owners, Cruise Trust and Classic Investments, for temporary construction and permanent easements in the range of a few thousand dollars each. While these amounts are within the staff authority to approve, easements must be acquired with a City Council vote. The exact values of the easements are not disclosed at this time due to ongoing negotiations with several other property owners, but the values are in line with easement costs negotiated on other area projects according to EEI.

Recommendation

Staff recommends approval of the ordinance authorizing the acquisition of temporary construction and permanent easements for the Green Door / Yorkville Nexus watermain project.

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2023-17

ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS, LLC, RELATING TO ENGINEERING SERVICES
FOR INFRASTRUCTURE PROJECTS

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 30th day of May, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on June 6, 2023.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND YORKVILLE NEXUS, LLC, RELATING TO ENGINEERING SERVICES FOR INFRASTRUCTURE PROJECTS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "*Municipal Code*") (65 ILCS 5/65-1-1-2, *et seq.*); and

WHEREAS, the City has received a concept plan from Yorkville Nexus, LLC an Illinois limited liability company ("*Yorkville Nexus*") for an industrial development which covers an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the "*Development Site*"); and,

WHEREAS, the Development Site lacks the necessary infrastructure required to service any such development and Yorkville Nexus has agreed to pay all costs to be incurred by City Engineers in connection with the design of and the potential costs of any water and sewer service to be extended to the Development Site all as set forth in the Memorandum of Understanding ("*MOU*") attached hereto; and,

WHEREAS, the City is prepared to request the City Engineers to proceed with the preparation of the engineering plans and the estimated costs to provide water and sewer service to the Development Site pursuant to the terms and conditions as set forth in the MOU.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2: That "*The Memorandum of Understanding by and between the United City of Yorkville, Kendall County, Illinois and Yorkville Nexus, LLC*" attached hereto and made a part hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. 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 30th day of May, 2023.

Jeri Bernard
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	NAY
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVER TARULIS	AYE	RUSTY CORNEILS	AYE

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 5th day of June, 2023.

Mayor

Attest:

Jeri Bernard
City Clerk

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND YORKVILLE NEXUS LLC

THIS MEMORANDUM OF UNDERSTANDING (the "*Memorandum*"), is made and entered as of the 30th day of May, 2023, by and between the United City of Yorkville, Kendall County, Illinois (the "*City*") and Yorkville Nexus LLC, an Illinois limited liability company ("*Yorkville Nexus*").

RECITALS:

1.1. 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.

1.2 Yorkville Nexus operates an investment company which manages and invests in a company-owned portfolio in different businesses, including the development of industrial and commercial complexes.

1.3 Yorkville Nexus has submitted to the City a concept plan, attached hereto as *Exhibit A* (the "*Concept Plan*"), for an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the "*Development Site*") for the development of six (6) industrial buildings to be constructed in three (3) phases (the "*Project*").

1.4 Yorkville Nexus has acknowledged that the Development Site lacks the necessary infrastructure to service the proposed development and shall require a substantial investment to provide water and sanitary sewer services to the Development Site (collectively, the "*Water/Sewer Infrastructure Project*").

1.5 On August 5, 2022, Yorkville Nexus submitted an application for Economic Incentive/Development Agreement for the Concept Plan and made all required deposits for legal and engineering review. Yorkville Nexus has also informed the City that it is prepared to be responsible for all costs to be incurred by the City to construct the Water/Sewer Infrastructure Project to service the Development Site, including surveying, engineering, legal, and other professional costs related to obtaining the necessary easements to provide water and sanitary sewer service to Development Site, as depicted on the attached Exhibit A. The City is prepared to proceed with obtaining the necessary easements to provide water and sanitary sewer service to the Development Site (collectively, the "*Water/Sewer Easements*") pursuant to the terms and conditions as hereinafter provided.

ARTICLE II

OBLIGATIONS OF THE CITY AND YORKVILLE NEXUS

2.1 The City has identified the proposed routes required for each component of the Water/Sewer Infrastructure Project to extend such services to the Development Site and has requested the City Engineers to provide such engineering design as are required to ascertain the following:

A. The specific location and estimated cost of the installation of a sixteen inch (16") diameter water main to be extended from an area generally near Corneils Road and Caledonia Drive, then west along Corneils Road to the Development Site and then looped back to an area generally near Faxon Road and High Ridge Road (the "*Water Main Extension*").

B. The specific location and estimated cost of the extension of a sanitary sewer from the southeast corner of the BrightFarms development along Corneils Road to the North 50 Acres of the proposed development(the "*Corneils Road Sanitary Sewer Extension*").

C. The specific location and estimated cost for the extension of a sanitary sewer from the existing thirty-six inch (36") interceptor sewer to the south parcel of the proposed development along the BNSF Railroad (the "*South Sanitary Sewer Extension*").

2.2 The City Engineers have provided design engineering proposals for the Water/Sewer Infrastructure Project. The City is prepared to engage various professionals to survey and document the Water/Sewer Easements.

2.3 Yorkville Nexus has agreed to pay, subject to Yorkville Nexus's sole approval, all reasonable charges incurred by the City in connection with the obtaining the Water/Sewer Easements, including but not limited to (i) survey costs, (ii) legal fees, and (iii) consideration paid to property owners for the Water/Sewer Easements. The City shall submit any estimates received for the above-referenced costs to Yorkville Nexus for its approval prior to authorizing said work.

2.4 The City shall submit all invoices related to obtaining the Water/Sewer Easements to Yorkville Nexus for review and approval, which shall not be unreasonably withheld. Once approved, Yorkville Nexus shall reimburse the City for all such invoices within thirty (30) days.

2.5 Yorkville Nexus may, at any time by written order to the City, order City to stop work, in whole or in part, for a period of up to ninety (90) days. Upon receipt of such stop-work order, the City shall comply with the terms of such order and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within said ninety (90) day period, Yorkville Nexus shall either cancel the stop-work order or terminate this Agreement. Notwithstanding the above, Yorkville Nexus shall promptly pay all charges incurred prior to the issuance of the stop work notice pursuant to this Memorandum.

2.6 The City shall provide the Water/Sewer Easements required to construct the Water/Sewer Infrastructure Project, and shall utilize all methods at its disposal, including condemnation, to obtain the Water/Sewer Easements.

ARTICLE III

IN GENERAL

3.1 The term of this Memorandum shall commence upon the date first written above and shall terminate upon the completion of the Water/Sewer Infrastructure Project and payment by Yorkville Nexus in full of all costs incurred by the City in connection with the same by Yorkville Nexus.

3.2 In the event of a breach of this Memorandum by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Memorandum. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Memorandum, including reasonable attorney's fees and court costs.

3.3 This Memorandum shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Memorandum shall not be assigned by a party hereto without the prior written consent of the other parties to this Memorandum, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Memorandum shall not impair the validity of any other provisions. If any provision of this Memorandum is determined by a court of competent jurisdiction to be unenforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Memorandum, along with any Development Agreement and Recapture Agreement entered into between the parties, sets forth the entire understanding of the parties as pertaining to the Engineering Agreement and may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Memorandum shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a "Notice") shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe Dr
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

To Yorkville Nexus: Yorkville Nexus LLC
145 South Wells Street
Suite 1800
Chicago, Illinois 60606
Attention: Matt Gilbert
Email: matt@greendoorcapital.com

With a copy to: Pedersen & Houpt, PC
161 N. Clark Street, Suite 2700
Chicago, Illinois 60601
Attention: Michael P. Sullivan
Email: msullivan@pedersenhoupt.com

3.8 This Memorandum maybe executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Yorkville Nexus LLC,
an Illinois limited liability company

By: GDC Yorkville LLC, an Illinois limited liability company, its sole member

By: Yorkville Nexus Capital Investments, LLC, an Illinois limited liability company, its manager

By: _____
Matthew B. Gilbert, Manager

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF CERTAIN EASEMENTS FOR THE CONSTRUCTION OF WATER MAINS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, Yorkville Nexus, LLC, an Illinois limited liability company ("Yorkville Nexus"), submitted a proposal to the City to develop approximately two hundred seventy-nine (279) acres at the northeast corner of Eldamain and Faxon Road (the "*Development Site*"); and

WHEREAS, Yorkville Nexus, as a part of its proposal to the City, requested the City to extend water services to the Development Site and further agreed to be responsible for all costs incurred by the City for the engineering design fees, acquisition of required temporary and permanent easements, and the cost of construction related to water service extended to the Development Site, and all permit fees for its construction (the "*Project*"); and

WHEREAS, the City has proceeded to negotiate the acquisition of the easements required to construct the Project from each of the property owners along Corneils Road and is prepared to authorize the acceptance of and payments due for the conveyance of temporary construction easements and permanent easements (collectively, the "*Easements*") as hereinafter provided.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. The following Easements, as attached hereto, are hereby accepted:

1. Permanent Easement dated February 13, 2024, from Classic Investment, LLC, an Illinois limited liability company, as Grantor, said easement being located within Parcel Nos. 02-17-100-011 and 02-17-100-012.
2. Temporary Construction Easement dated February 13, 2024, from Classic Investment, LLC, an Illinois limited liability company, as Grantor, said easement being located within Parcel Nos. 02-17-100-011 and 02-17-100-012.
3. Permanent Easement dated April 30, 2024, from Dolores Cruise Trustee under the Wayne Cruise Living Trust dated February 16, 2000, as to an Undivided ½ interest and Dolores Cruise Trustee under the Dolores Cruise Living Trust dated February 16, 2000 as to an undivided ½ interest, collectively, as Grantor, said easement being located within Parcel No. 02-19-200-005.
4. Temporary Construction Easement dated April 30, 2024, from Dolores Cruise Trustee under the Wayne Cruise Living Trust dated February 16, 2000, as to an Undivided ½ interest and Dolores Cruise Trustee under the Dolores Cruise Living Trust dated February 16, 2000 as to an undivided ½ interest, collectively, as Grantor, said easement being located within Parcel No. 02-19-200-005.

Section 3. The City Council hereby authorizes payment in an amount not to exceed a total of Nine Thousand Five Hundred Dollars ($9,500.00) for the Easements hereinabove itemized.

Section 4. 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 _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

202400003518
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 04/03/2024 02:52 PM
RECORDING FEE 57.00
PAGES: 4

Owner	Classic Investments, LLC
Address	Corneils Road Yorkville, Illinois 60560
County	Kendall
P.I.N. Nos.	02-17-100-011 & 02-17-100-012

PERMANENT EASEMENT

Classic Investments, LLC, an Illinois limited liability company (the "Grantor"), for and in consideration of One Dollar ($1), receipt of which is hereby acknowledged, represents that the Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a water main and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto. Along with the right of access from Corneils Road thereto (the "Premises").

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the water main. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 13TH day of FEBRUARY, 2024 ~~2023~~.

By: _____
Signature

Felipe Carrillo
Printed Name

By: _____
Signature

_____
Printed Name

State of Illinois)
) ss
County of Kendall)

I, JOSEPH R. RAMOS, a Notary Public in and for the County and State aforesaid, do hereby certify that FELIPE CARRILLO, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 13TH day of FEBRUARY, ~~2023~~ 2024.

Notary Public

"OFFICIAL SEAL"
JOSEPH R RAMOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/25/2025

State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

_____
Notary Public

This instrument was prepared by:
Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

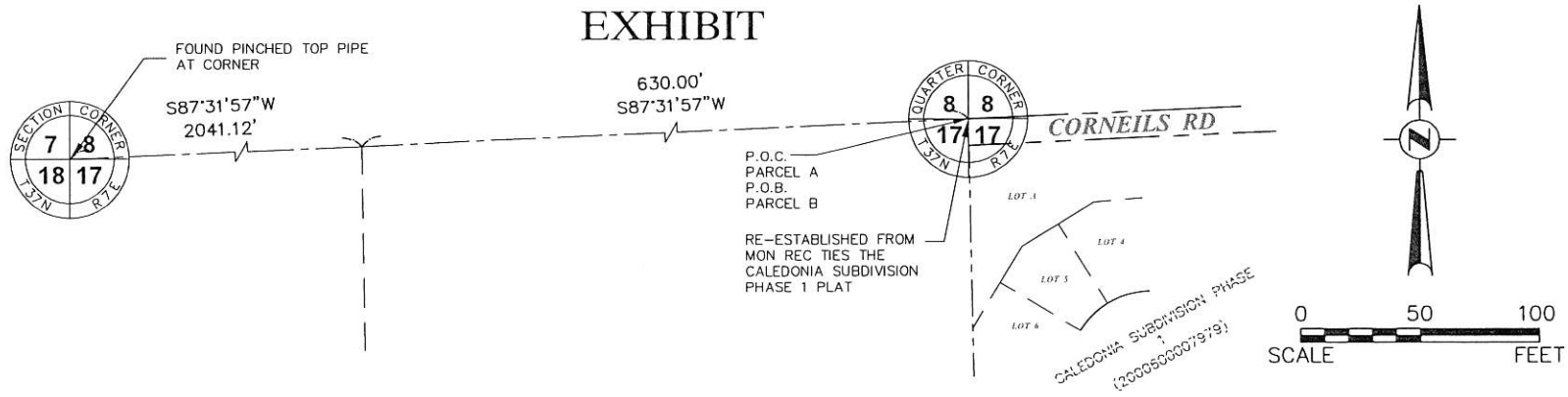
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

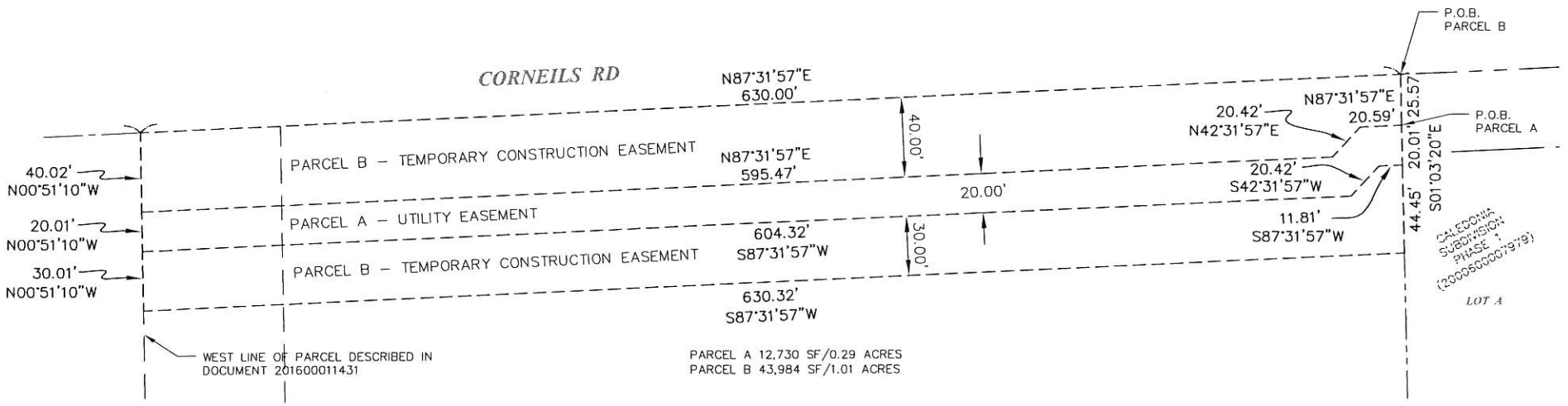
EXHIBIT A

PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 25.57 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, 20.01 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 57 SECONDS WEST, 11.81 FEET; SOUTH 42 DEGREES 31 MINUTES 57 SECONDS WEST, 20.42 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 57 SECONDS WEST, 604.32 FEET TO THE WEST LINE OF A PARCEL DESCRIBED IN DOCUMENT 201600011431; THENCE NORTH 00 DEGREES 51 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 20.01 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 57 SECONDS EAST, 595.47 FEET; THENCE NORTH 42 DEGREES 31 MINUTES 57 SECONDS EAST, 20.42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 57 SECONDS EAST, 20.59 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS

EXHIBIT





Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

PROJECT NO: Y02319
FILE NO: Y02319-CLASSIC-EASE

202400003519
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 04/03/2024 02:52 PM
RECORDING FEE 57.00
PAGES: 4

Owner	Classic Investments, LLC
Address	Corneils Road Yorkville, Illinois 60560
County	Kendall
P.I.N. Nos.	02-17-100-011 & 02-17-100-012

TEMPORARY CONSTRUCTION EASEMENT

Classic Investments, LLC, an Illinois limited liability company (the "Grantor"), for and in consideration of One Dollar ($1), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and all appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto (the "Premises").

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the first to occur.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 13TH day of FEBRUARY ~~2023~~ 2024

By: _____
Signature

Felix Carrillo
Printed Name

By: _____
Signature

_____
Printed Name

State of Illinois)
) ss
County of Kendall)

I, JOSEPH R. RAMOS a Notary Public in and for the County and State aforesaid, do hereby certify that FELIPE CARRILLO personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 13TH day of FEBRUARY, ~~2023.~~ 2024

Notary Public

"OFFICIAL SEAL"
JOSEPH R RAMOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/25/2025

State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

_____
Notary Public

This instrument was prepared by:
Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

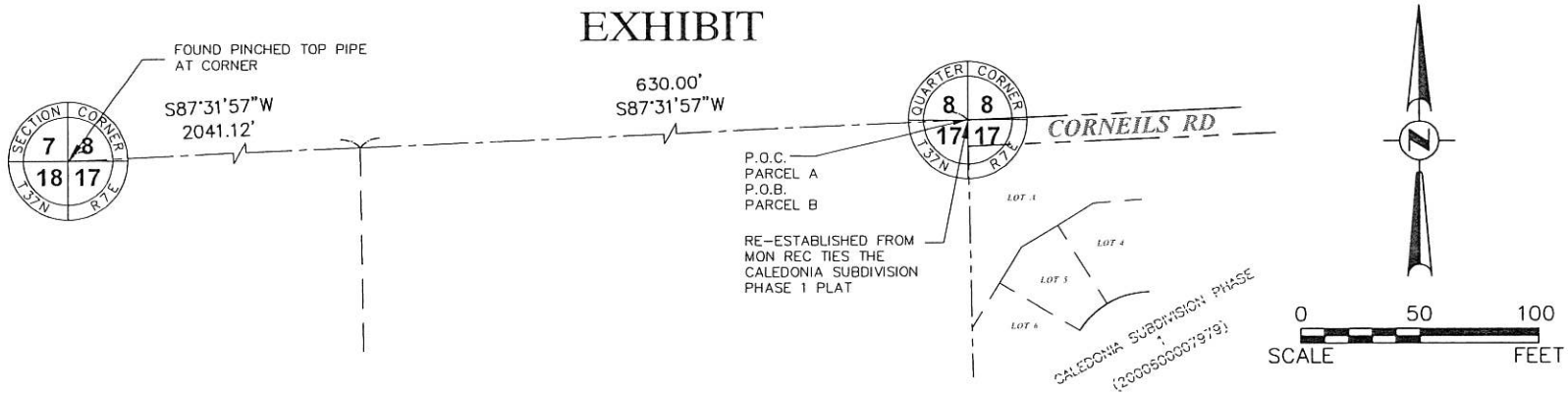
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

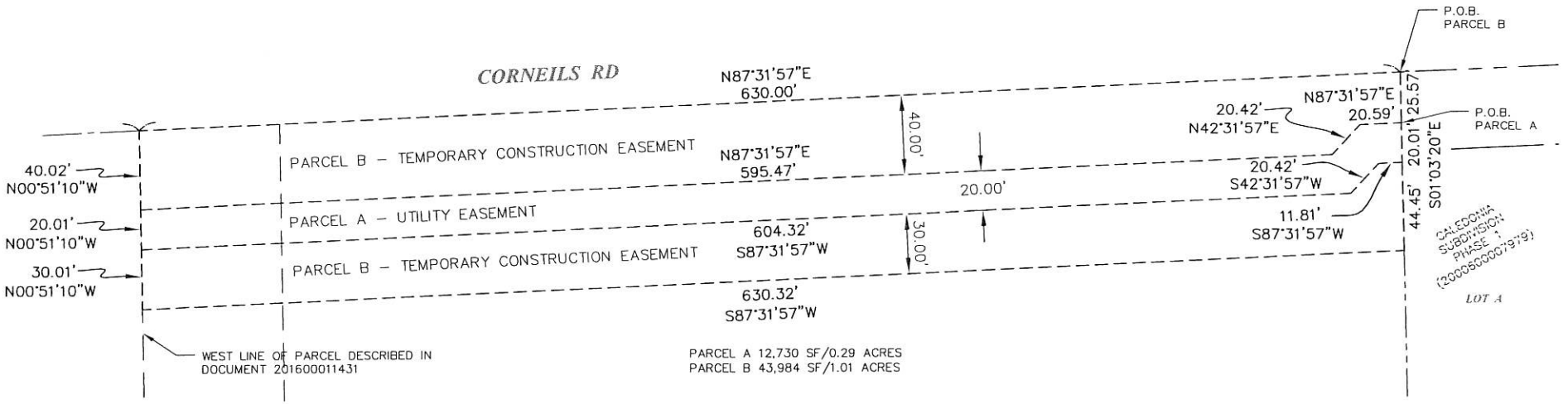
EXHIBIT A

PARCEL B (TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 90.03 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 57 SECONDS WEST, 630.32 FEET TO THE WEST LINE OF A PARCEL DESCRIBED IN DOCUMENT 201600011431; THENCE NORTH 00 DEGREES 51 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 90.04 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 57 SECONDS EAST, 630.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 25.57 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, 20.01 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 57 SECONDS WEST, 11.81 FEET; SOUTH 42 DEGREES 31 MINUTES 57 SECONDS WEST, 20.42 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 57 SECONDS WEST, 604.32 FEET TO THE WEST LINE OF A PARCEL DESCRIBED IN DOCUMENT 201600011431; THENCE NORTH 00 DEGREES 51 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 20.01 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 57 SECONDS EAST, 595.47 FEET; THENCE NORTH 42 DEGREES 31 MINUTES 57 SECONDS EAST, 20.42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 57 SECONDS EAST, 20.59 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT





Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

PROJECT NO: Y02319
FILE NO: Y02319-CLASSIC-EASE

Owner
Address Corneils Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. *02-19-200-005*

PERMANENT EASEMENT

Wayne Cruise or Dolores Cruise Trustees under the Wayne Cruise Living Trust dated February 16, 2000, as to an Undivided 1/2 interest Dolores Cruise or Wayne Cruise Trustees under the Dolores Cruise Living Trust dated February 16, 2000 as to an undivided 1/2 interest (collectively, the "Grantor"), for and in consideration of One Dollar ($1), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a water main and all appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto. Along with the right of access from Faxon Road thereto.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 30th day of April, 2023 2024.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 30th day of April, 2023 2024.

By: Dolores Cruise
Signature

Dolores Cruise
Printed Name

By: Dolores Cruise
Signature

Dolores Cruise
Printed Name

State of Illinois)
) ss
County of Kendall)

I, Thomas W. Grant, a Notary Public in and for the County and State aforesaid, do hereby certify that Dolores Cruise, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of April, ~~2023~~ 2024.

"OFFICIAL SEAL"
THOMAS W GRANT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/26/2027

Notary Public

FOR INFORMATIONAL PURPOSES: Wayne Cruise is deceased and Dolores Cruise is the Successor Trustee of the Wayne Cruise Living Trust Dated February 16, 2000.

State of Illinois)
) ss
County of Kendall)

"OFFICIAL SEAL"
THOMAS W GRANT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/26/2027

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

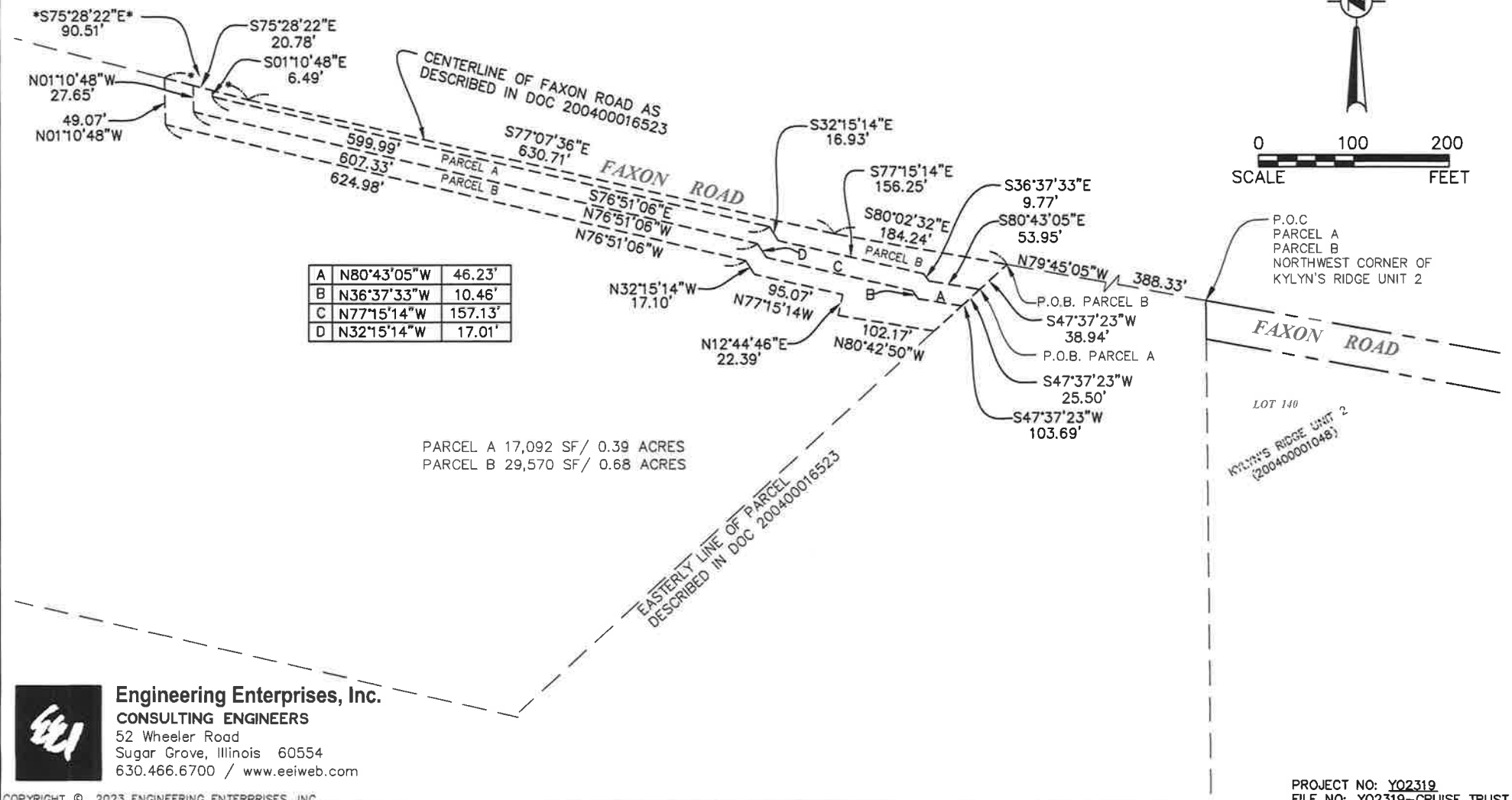
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST, ALONG THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 200400016523, A DISTANCE OF 388.33 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 200400016523; THENCE SOUTH 47 DEGREES 37 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY LINE, 38.94 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 37 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY LINE, 25.50 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 05 SECONDS WEST, 46.23 FEET; THENCE NORTH 36 DEGREES 37 MINUTES 33 SECONDS WEST, 10.46 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 14 SECONDS WEST, 157.13 FEET; THENCE NORTH 32 DEGREES 15 MINUTES 14 SECONDS WEST, 17.01 FEET; THENCE NORTH 76 DEGREES 51 MINUTES 06 SECONDS WEST, 607.33 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 27.65 FEET TO SAID CENTERLINE OF FAXON ROAD; THENCE SOUTH 75 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 20.78 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS EAST, 6.49 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 06 SECONDS EAST, 599.99 FEET; THENCE SOUTH 32 DEGREES 15 MINUTES 14 SECONDS EAST, 16.93 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 14 SECONDS EAST, 156.25 FEET; THENCE SOUTH 36 DEGREES 37 MINUTES 33 SECONDS EAST, 9.77 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 05 SECONDS EAST, 53.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT



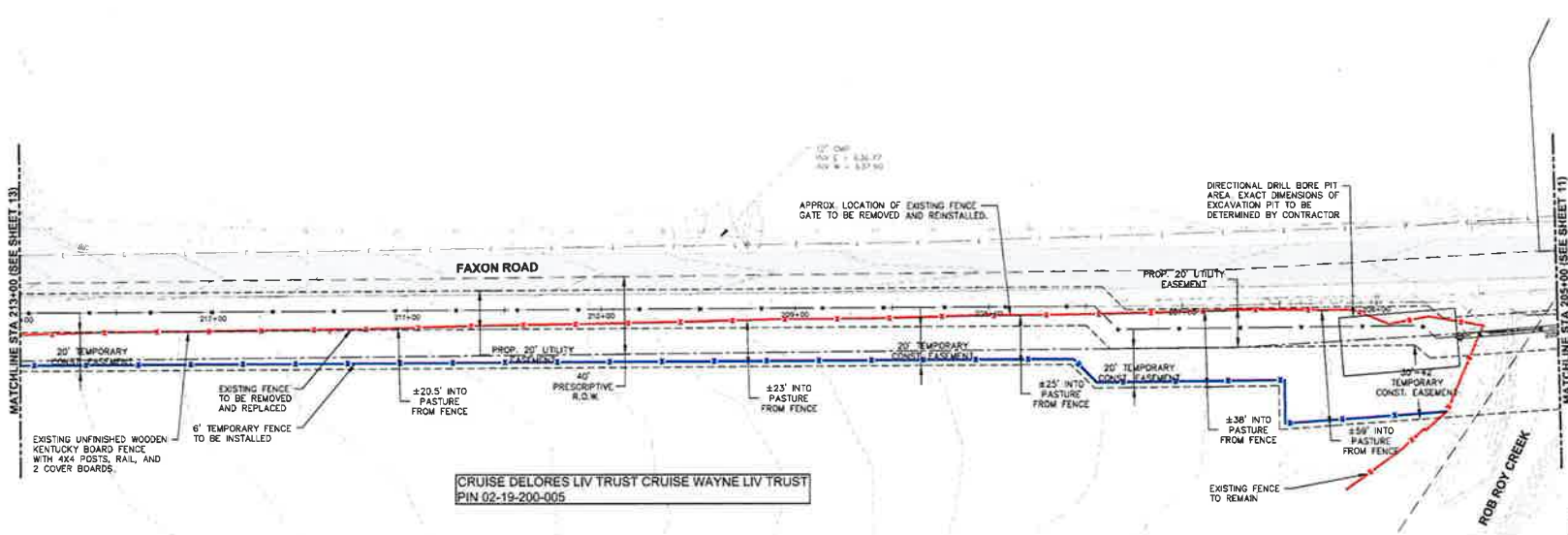
A	N80°43'05"W	46.23'
B	N36°37'33"W	10.46'
C	N77°15'14"W	157.13'
D	N32°15'14"W	17.01'

PARCEL A 17,092 SF/ 0.39 ACRES
PARCEL B 29,570 SF/ 0.68 ACRES

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

COPYRIGHT © 2023 ENGINEERING ENTERPRISES, INC.

PROJECT NO: Y02319
FILE NO: Y02319-CRUISE TRUST



0 30' 60'
SCALE FEET

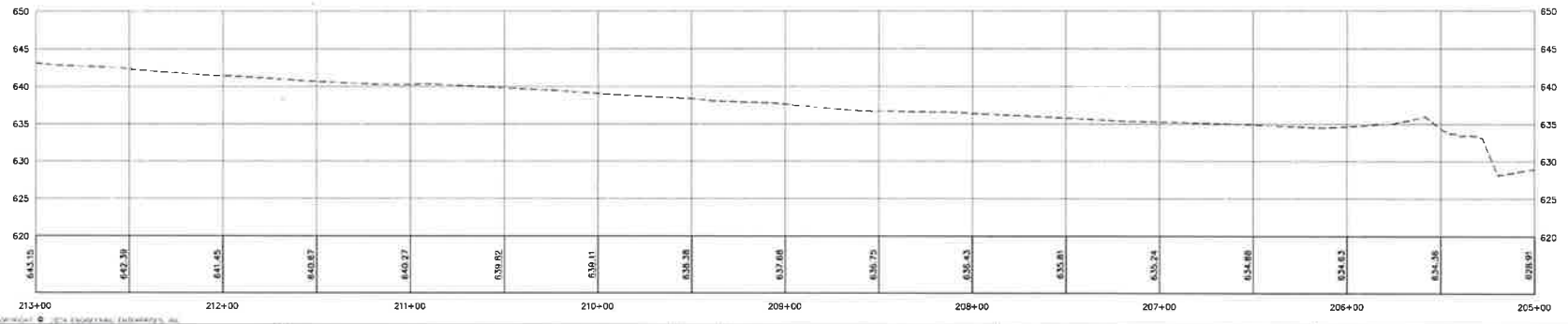
WATER MAIN STRUCTURES

XA VALVE VAULT NO. XA
12" GATE VALVE
IN 60" VAULT
STA XX+XX, XX.X' RT/LT
RIM = XXX.XX

XB FIRE HYDRANT NO. XB
AND 6" AUX. VALVE
STA XX+XX, XX' RT/LT
BURY ELEV. = XXX.XX

LEGEND

- HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
- PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
- HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
- COMB CONC C&G REMOVAL AND REPLACEMENT
- WATER MAIN TRENCH
- INLET FILTER



50 YEARS EEI
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630 466 6700 / www.eeiweb.com

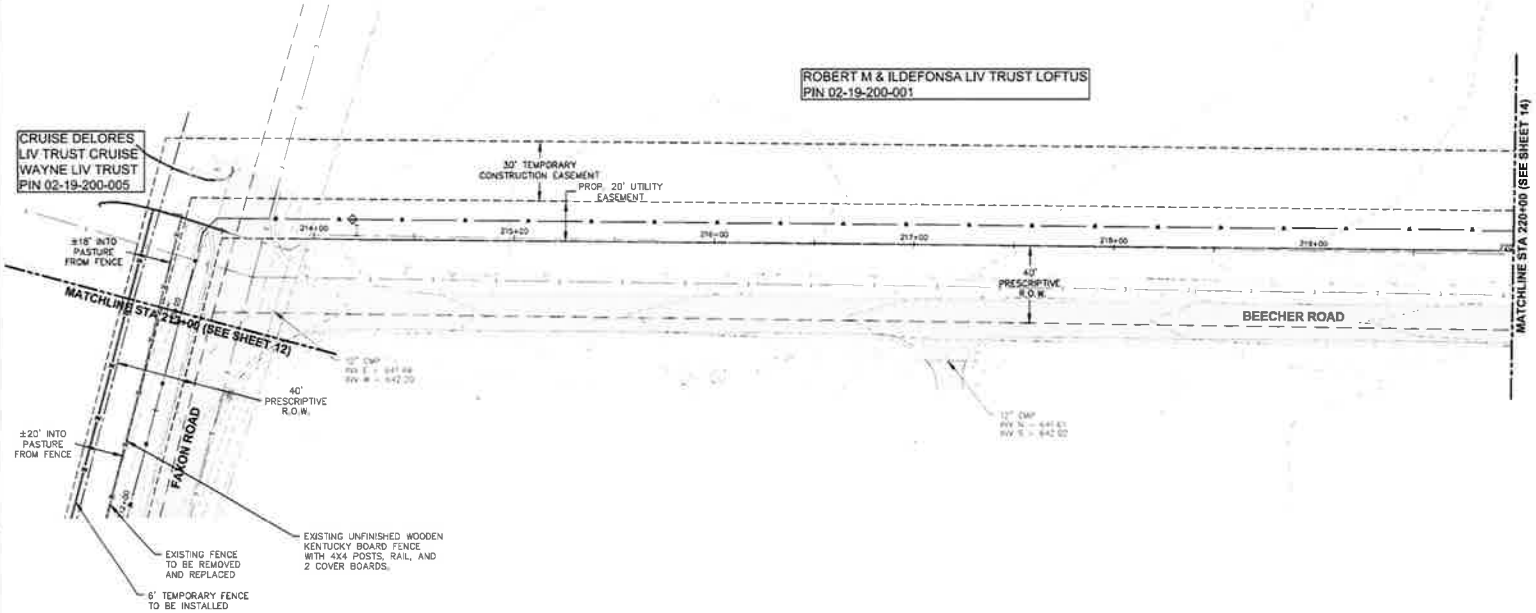
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
YORKVILLE, IL 60560

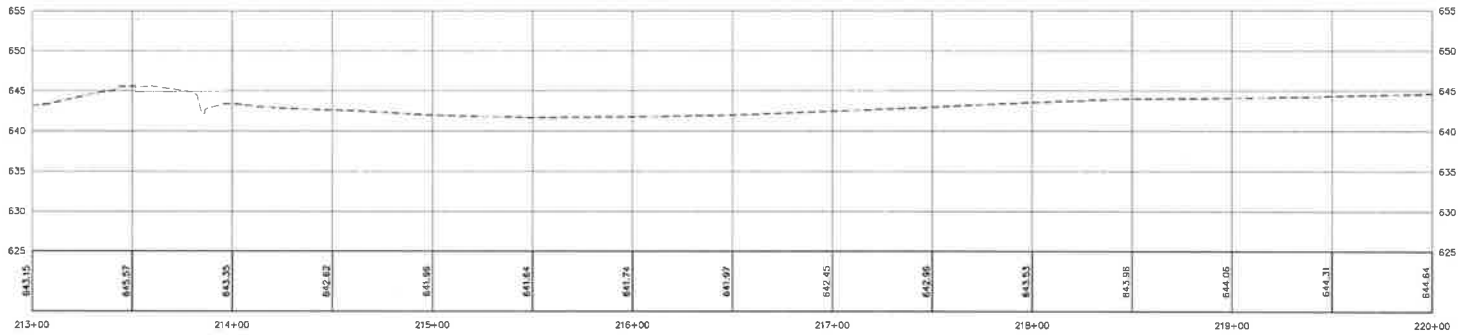
NO.	DATE	REVISIONS

ELDAMAIN WATER MAIN LOOP

FAXON ROAD
PLAN AND PROFILE
STA 205+50 TO STA 213+00

DATE: MARCH	2024
PROJECT NO:	Y02319
FILE:	Y02319-PP01-305C
SHEET	12 OF 50





N

0 30' 60'
SCALE FEET

WATER MAIN STRUCTURES

XA VALVE VAULT NO. XA
12" GATE VALVE
IN 60" VAULT
STA XX+XX, XX.X' RT/LT
RIM = XXX.XX

XB FIRE HYDRANT NO. XB
AND 6" AUX. VALVE
STA XX+XX, XX' RT/LT
BURY ELEV. = XXX.XX

LEGEND

- HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
- PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
- HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
- COMB CONC C&G REMOVAL AND REPLACEMENT
- WATER MAIN TRENCH
- INLET FILTER

© 2024 ENGINEERING ENTERPRISES, INC.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
YORKVILLE, IL 60560

NO.	DATE	REVISIONS

ELDAMAIN WATER MAIN LOOP

BEECHER ROAD
PLAN AND PROFILE
STA 213+00 TO STA 220+00

DATE: MARCH 2024
PROJECT NO: Y02319
FILE: Y02319-PP01-30SC
SHEET 13 of 50

Owner
Address Faxon Road
Yorkville, Illinois 60560
County Kendall
P.I.N. Nos. *02-19-200-005*

TEMPORARY CONSTRUCTION EASEMENT

~~Wayne Cruise or~~ Dolores Cruise Trustees under the Wayne Cruise Living Trust dated February 16, 2000, as to an Undivided 1/2 interest Dolores Cruise ~~or Wayne Cruise~~ Trustees under the Dolores Cruise Living Trust dated February 16, 2000 as to an undivided 1/2 interest (collectively, the "Grantor"), for and in consideration of One Dollar ($1), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

The right, easement, and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 30th day of April, ~~2023~~ 2024.

By: Dolores Cruise
Signature

Dolores Cruise
Printed Name

By: Dolores Cruise
Signature

Dolores Cruise
Printed Name

State of Illinois)
) ss
County of Kendall)

I, Thomas W. Grant, a Notary Public in and for the County and State aforesaid, do hereby certify that Dolores Cruise, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of April, ~~2023~~. 2024.

Notary Public

"OFFICIAL SEAL"
THOMAS W GRANT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/26/2027

FOR INFORMATIONAL PURPOSES: Wayne Cruise is deceased and Dolores Cruise is the Successor Trustee of the Wayne Cruise Living Trust Dated February 16, 2000.

State of Illinois)
) ss
County of Kendall)

"OFFICIAL SEAL"
THOMAS W GRANT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/26/2027

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

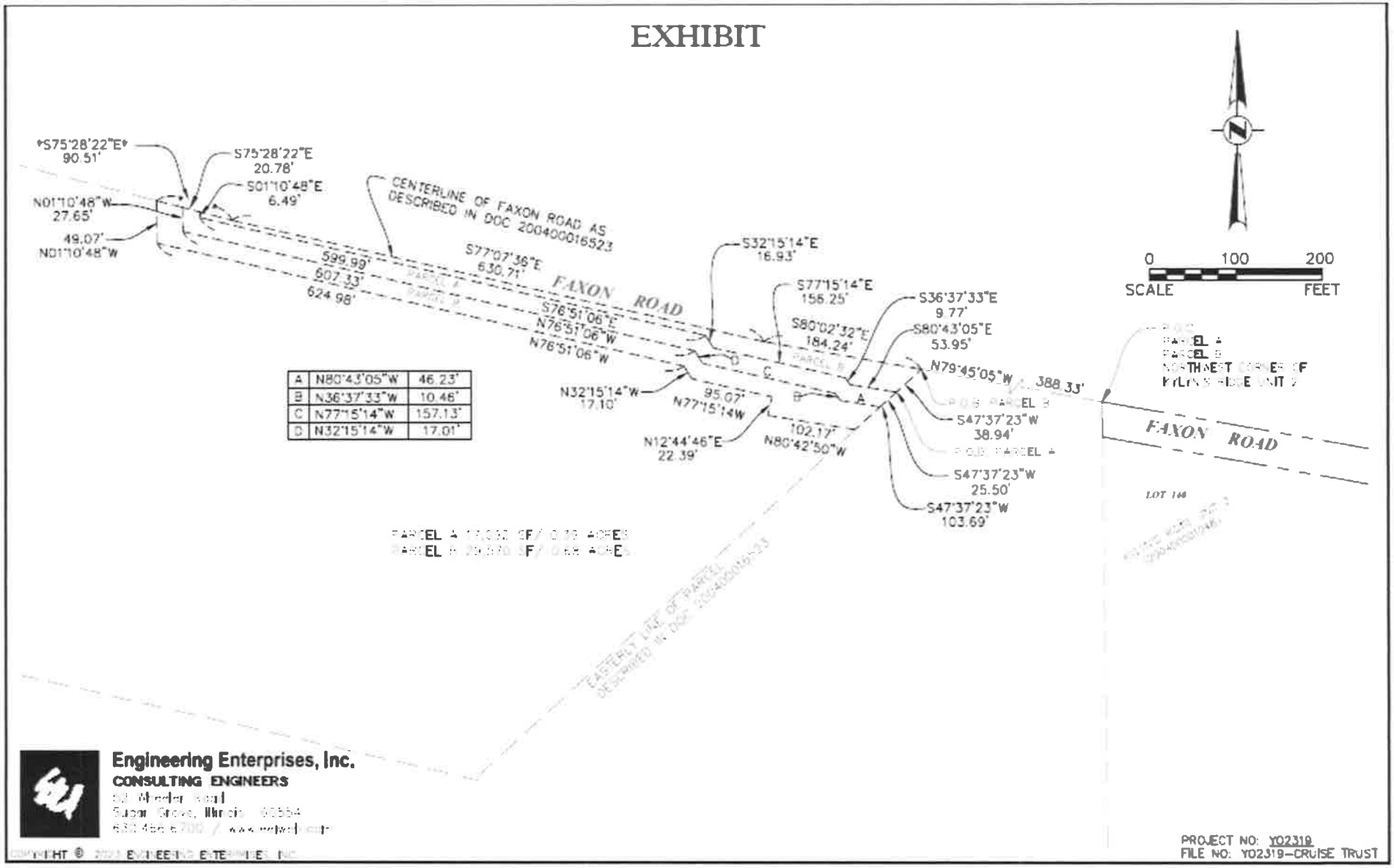
After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

EXHIBIT A

PARCEL B (TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST, ALONG THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 200400016523, A DISTANCE OF 388.33 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 200400016523 FOR THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 37 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY LINE, 103.69 FEET; THENCE NORTH 80 DEGREES 42 MINUTES 50 SECONDS WEST, 102.17 FEET; THENCE NORTH 12 DEGREES 44 MINUTES 46 SECONDS EAST, 22.39 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 14 SECONDS WEST, 95.07 FEET; THENCE NORTH 32 DEGREES 15 MINUTES 14 SECONDS WEST, 17.10 FEET; THENCE NORTH 76 DEGREES 51 MINUTES 06 SECONDS WEST, 624.98 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 49.07 FEET TO SAID CENTERLINE OF FAXON ROAD; THENCE SOUTH 75 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 90.51 FEET; THENCE SOUTH 77 DEGREES 07 MINUTES 36 SECONDS EAST, ALONG SAID CENTERLINE, 630.71 FEET; THENCE SOUTH 80 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG SAID CENTERLINE, 184.24 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST, ALONG THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 200400016523, A DISTANCE OF 388.33 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 200400016523; THENCE SOUTH 47 DEGREES 37 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY LINE, 38.94 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 37 MINUTES 23 SECONDS WEST, ALONG SAID EASTERLY LINE, 25.50 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 05 SECONDS WEST, 46.23 FEET; THENCE NORTH 36 DEGREES 37 MINUTES 33 SECONDS WEST, 10.46 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 14 SECONDS WEST, 157.13 FEET; THENCE NORTH 32 DEGREES 15 MINUTES 14 SECONDS WEST, 17.01 FEET; THENCE NORTH 76 DEGREES 51 MINUTES 06 SECONDS WEST, 607.33 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 48 SECONDS WEST, 27.65 FEET TO SAID CENTERLINE OF FAXON ROAD; THENCE SOUTH 75 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 20.78 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 48 SECONDS EAST, 6.49 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 06 SECONDS EAST, 599.99 FEET; THENCE SOUTH 32 DEGREES 15 MINUTES 14 SECONDS EAST, 16.93 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 14 SECONDS EAST, 156.25 FEET; THENCE SOUTH 36 DEGREES 37 MINUTES 33 SECONDS EAST, 9.77 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 05 SECONDS EAST, 53.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

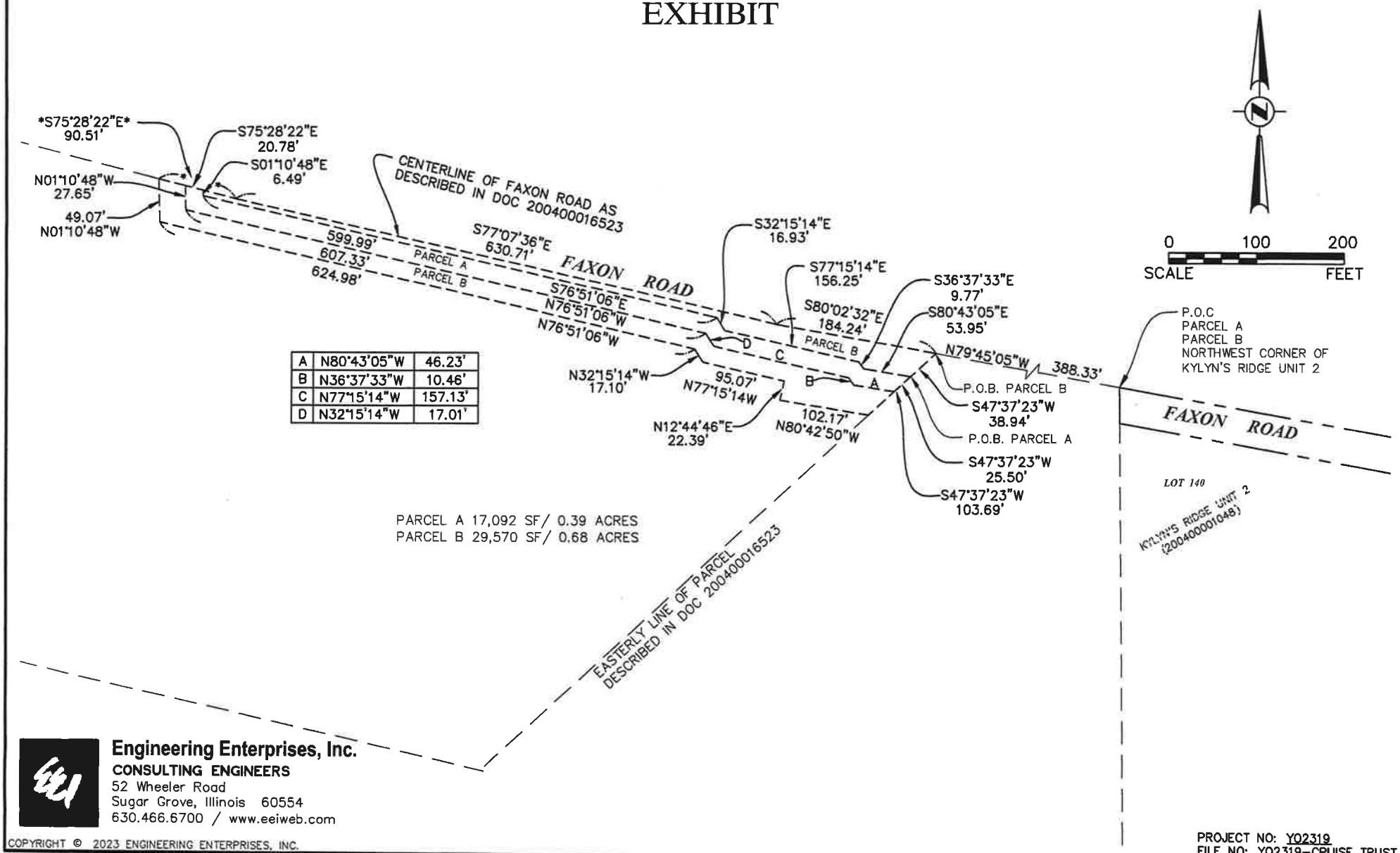
EXHIBIT



Engineering Enterprises, Inc.
CONSULTING ENGINEERS

COPYRIGHT © 2023 ENGINEERING ENTERPRISES, INC.

EXHIBIT



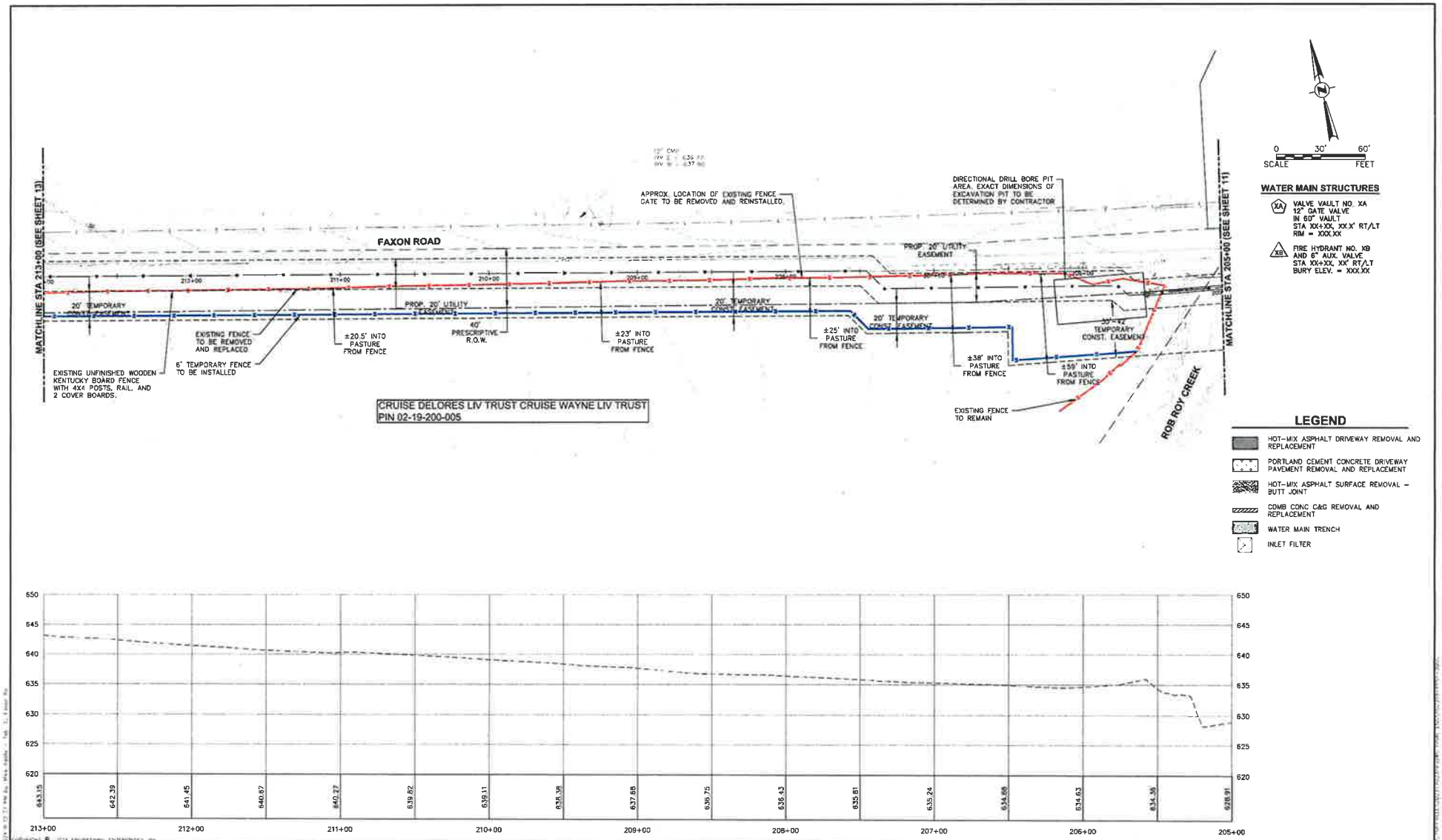
A	N80°43'05"W	46.23'
B	N36°37'33"W	10.46'
C	N77°15'14"W	157.13'
D	N32°15'14"W	17.01'

PARCEL A 17,092 SF/ 0.39 ACRES
PARCEL B 29,570 SF/ 0.68 ACRES

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

COPYRIGHT © 2023 ENGINEERING ENTERPRISES, INC.

PROJECT NO: Y02319
FILE NO: Y02319-CRUISE TRUST



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

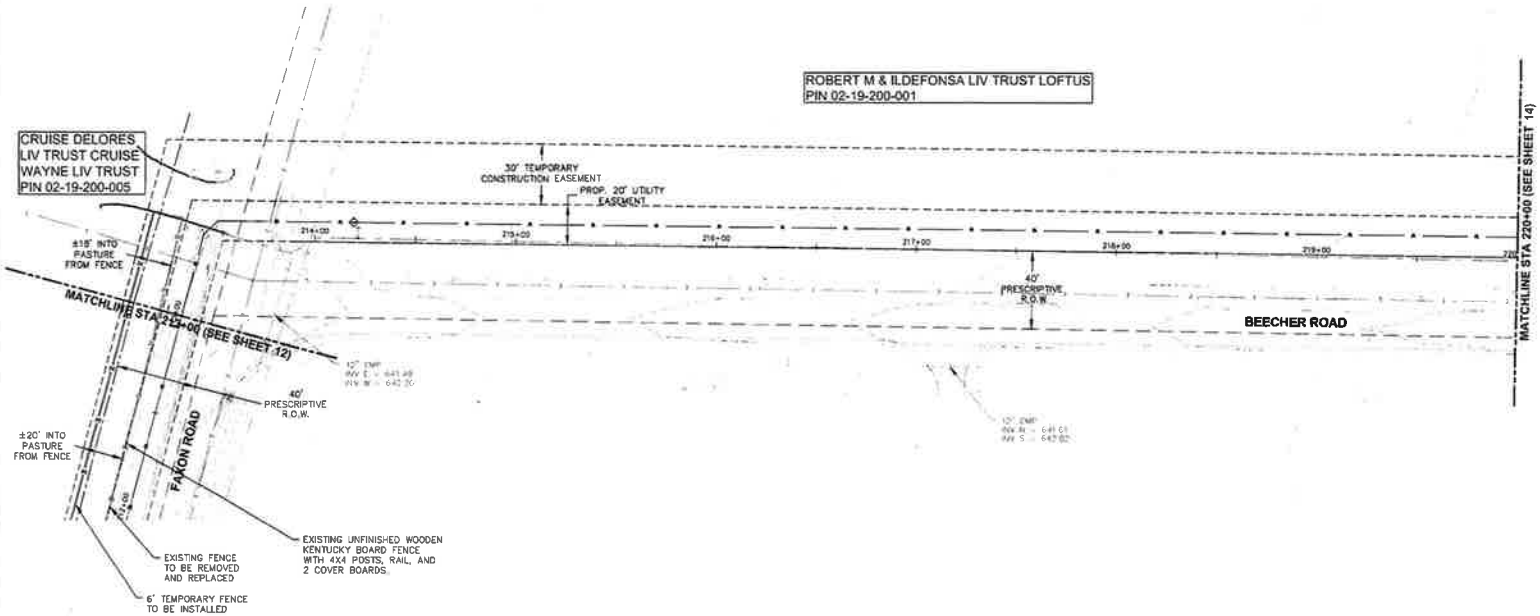
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
YORKVILLE, IL 60560

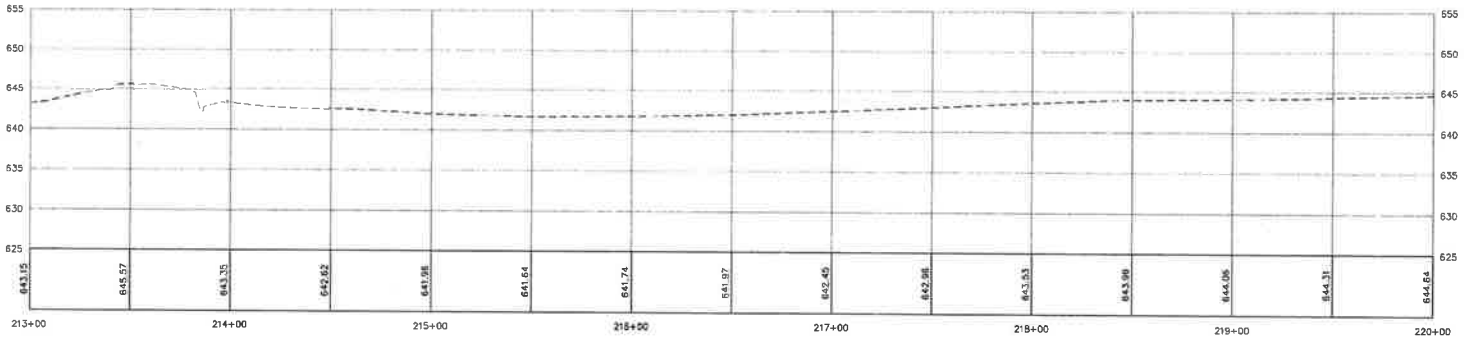
NO.	DATE	REVISIONS

ELDAMAIN WATER MAIN LOOP

FAXON ROAD
PLAN AND PROFILE
STA 205+50 TO STA 213+00

DATE: MARCH 2024
PROJECT NO: Y02319
FILE: Y02319-PP01-30SC
SHEET 12 OF 50





0 30' 60'
SCALE FEET

WATER MAIN STRUCTURES

XA VALVE VAULT NO. XA
12" GATE VALVE
IN 60" VAULT
STA XX+XX, XX.X' RT/LT
RIM = XXX.XX

XB FIRE HYDRANT NO. XB
AND 6" AUX. VALVE
STA XX+XX, XX' RT/LT
BURY ELEV. = XXX.XX

LEGEND

- HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
- PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
- HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
- COMB CONC C&G REMOVAL AND REPLACEMENT
- WATER MAIN TRENCH
- INLET FILTER

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

50 YEARS EEI
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
YORKVILLE, IL 60560

NO.	DATE	REVISIONS

ELDAMAIN WATER MAIN LOOP

BEECHER ROAD
PLAN AND PROFILE
STA 213+00 TO STA 220+00

DATE: MARCH 2024
PROJECT NO: Y02319
FILE: Y02319-PP01-30SC
SHEET 13 OF 50

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2024-30

Agenda Item Summary Memo

Title: East Westbury Village – PUD Repeal & Memorandum of Understanding (MOU)

Meeting and Date: City Council – May 14, 2024

Synopsis: Proposed repeal of the East Westbury Village PUD and approval of a Memorandum of Understanding with successor property owners.

Council Action Previously Taken:

Date of Action: EDC – 5/7/24 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2024-30

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale – Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 8, 2024
Subject: **East Village of Westbury – Repeal of PUD Agreement**
Proposed Repeal of Planned Unit Development (PUD) Agreement & Execution of a Memorandum of Understanding

---

Request Summary:

The eight (8) successor proprietors of the approximately 300-acre East Village of Westbury Planned Unit Development (PUD) are proposing to nullify the established obligations outlined in the annexation agreement amendments of 2004 (Ord. 2004-36) and 2006 (Ord. 2006-34). This proposed nullification, detailed in a Memorandum of Understanding, aims to immediately revert the properties to their original R-2 Single Family Traditional Residence District zoning. It also seeks to permit certain pre-existing non-conforming uses to remain lawful, reimburse the City for various engineering consultant fees and the installation of the Rob Roy Sewer Outfall amounting to $418,952.50, obtain a written release from school/park site dedication based on the original land plan, and uphold the land plan for the development of 85 single-family residential units and 307 multiplex/townhome units on approximately 97 acres situated at the northwest corner of Corneils Road and IL Route 47 for potential development by an interested builder.

Staff Comments:

At the May 7th Economic Development Committee meeting, it was noted by staff an additional provision to the ordinance would be added that the repeal ordinance is subject to an eighteen (18) month deadline for obtaining the written release from the Yorkville School District of identified school site in the original PUD and successful execution of a development agreement with the developer and interested builder of the 97-acre site. The developer/owner of this site has been notified and is agreeable with the recommended deadline. The attached draft ordinance reflects this change.

Attachments:

1. Draft Ordinance Repealing A Planned Unit Development Agreement for the East Village of Westbury
    a. Exhibit A - List of Property Owners
    b. Exhibit B – Phase I Development Area
2. Memorandum of Understanding
3. EDC packet materials dated April 16, 2024
4. Executed Memorandum of Understanding by all property owners
5. East Village of Westbury Aerial Image/Location map
6. East Village of Westbury Property Ownership Map
7. Ord. 2004-36
8. Ord. 2006-34

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer"*) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement"*) for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage"*) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners"*); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I"*) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled 'Memorandum of Contract Regarding Obligation to Dedicate School/Park Site'. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities"*) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:

a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,

b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,

e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

f. That the foregoing covenants and agreements are contingent upon (i) obtaining a written release within eighteen (18) months of execution of this ordinance from Yorkville's School District 115 of

the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

g. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

h. Approval by the City of a Development Agreement by and between the Current Owner of Phase I within eighteen (18) months of execution of this ordinance.

Section 3. That this ordinance shall be in full force and effect from and after 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 ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Exhibit A

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

Exhibit "B"


galena road
POD 1-E
SINGLE FAMILY B
32.01 acres
89 units
corridor ave.
durham lane
10-E
PARK SITE
6.5 acres
10-E
SCHOOL SITE
15 acres
9-E
COMMERCIAL
33.81 acres
EXISTING
PARK
east village blvd.
POD 2B-E
SINGLE FAMILY A
11.58 acres
32 units
POD 2A-E
MULTIPLEX C
13.55 acres
124 units
POD 3B-F
MULTI-PLEX A
16.34 acres
138 units
4B-E
OPEN SPACE
21.9 acres
retention
POD 8-E
SINGLE FAMILY A
17.67 acres
47 units
POD 5-E
MULTI-PLEX B
13.52 acres
137 units
3A-E
CLUBHOUSE
2.26 acres
10-E
BIKE TRAIL
1.91 acres
PIN 02-08-400-004
96.59 Acres
Phase I
route 47
4A-E
OPEN SPACE
97.9 acres
golf / retention
POD 6-E
SINGLE FAMILY B
31.68 acres
85 units
10-E
PARK SITE
3.7 acres
7-E
MULTI-PLEX C
18.79 acres
170 units
4B-E
OPEN SPACE
2.29 acres
retention
corneils road
westbury
EAST VILLAGE
SCALE 1"=160'
NORTH

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING THE EAST VILLAGE OF WESTBURY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer"*) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement"*) for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage"*) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners"*); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I"*) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the approval by the Current Owners the terms and conditions as set forth in the Memorandum of Understanding attached hereto; which has now been received.

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The Memorandum of Understanding by and between the City and the Current Owners, as defined therein, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. That this ordinance shall be in full force and effect from and after 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 ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this_____day of_____, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest:

_____

Exhibit A

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

Exhibit "B"


galena road
POD 1-E
SINGLE FAMILY B
32.01 acres
89 units
corridor ave.
durham lane
10-E
PARK SITE
6.5 acres
10-E
SCHOOL SITE
15 acres
9-E
COMMERCIAL
33.81 acres
EXISTING
PARK
east village blvd.
POD 2B-E
SINGLE FAMILY A
11.58 acres
32 units
POD 2A-E
MULTIPLEX C
13.55 acres
124 units
POD 3B-F
MULTI-PLEX A
16.34 acres
138 units
4B-E
OPEN SPACE
21.9 acres
retention
POD 8-E
SINGLE FAMILY A
17.67 acres
47 units
POD 5-E
MULTI-PLEX B
13.52 acres
137 units
3A-E
CLUBHOUSE
2.26 acres
10-E
BIKE TRAIL
1.91 acres
PIN 02-08-400-004
96.59 Acres
Phase I
route 47
4A-E
OPEN SPACE
97.9 acres
golf / retention
POD 6-E
SINGLE FAMILY B
31.68 acres
85 units
10-E
PARK SITE
3.7 acres
7-E
MULTI-PLEX C
18.79 acres
170 units
4B-E
OPEN SPACE
2.29 acres
retention
corneils road
westbury
EAST VILLAGE
SCALE 1"=160'
NORTH

Packet materials from 5/7/24 EDC meeting to follow

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 16, 2024
Subject: **East Village of Westbury – Repeal of PUD Agreement**
Proposed Repeal of Planned Unit Development (PUD) Agreement & Execution of a Memorandum of Understanding

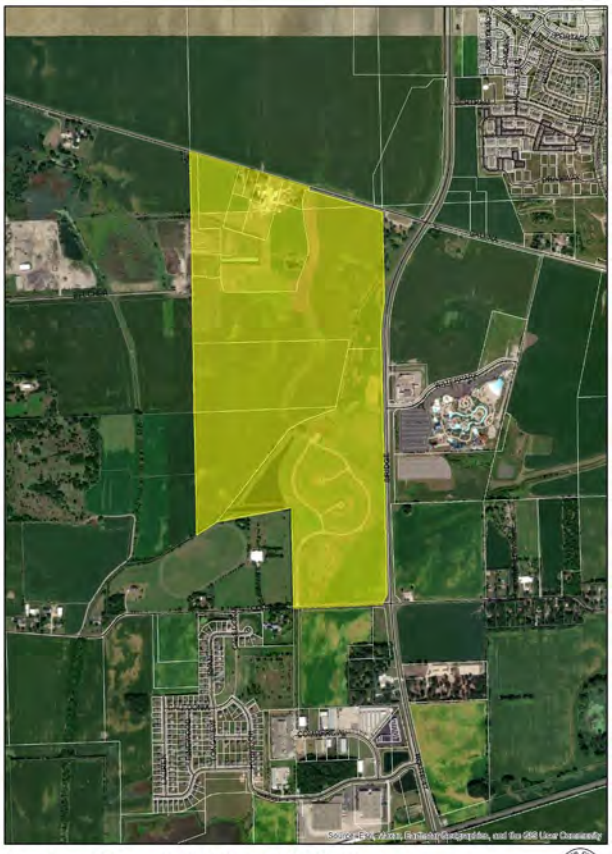
---

Request Summary:

The eight (8) successor proprietors of the approximately 300-acre East Village of Westbury Planned Unit Development (PUD) are proposing to nullify the established obligations outlined in the annexation agreement amendments of 2004 (Ord. 2004-36) and 2006 (Ord. 2006-34). This proposed nullification, detailed in a Memorandum of Understanding, aims to immediately revert the properties to their original R-2 Single Family Traditional Residence District zoning. It also seeks to permit certain pre-existing non-conforming uses to remain lawful, reimburse the City for various engineering consultant fees and the installation of the Rob Roy Sewer Outfall amounting to $418,952.50, obtain a written release from school/park site dedication based on the original land plan, and uphold the land plan for the development of 85 single-family residential units and 307 multiplex/townhome units on approximately 97 acres situated at the northwest corner of Corneils Road and IL Route 47 for potential development by an interested builder.

Development Background:

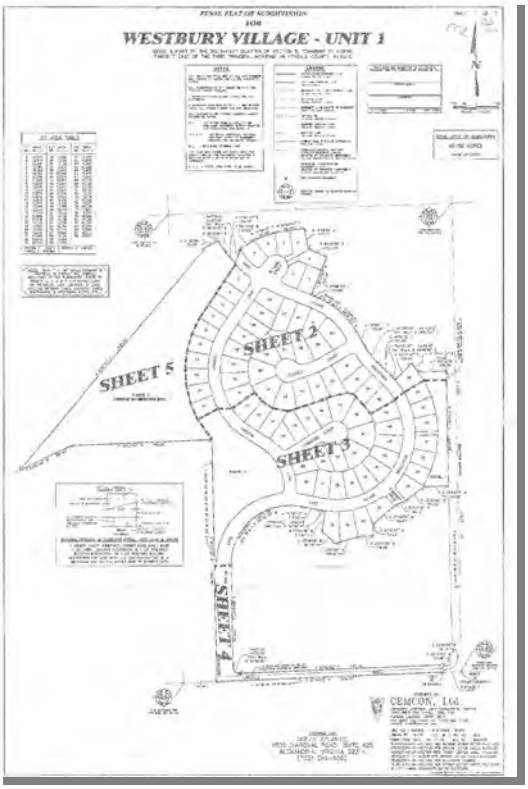
In 1997, the City annexed and entered into an annexation agreement with Richard and Henrietta Undesser for approximately 260-acre tracts of land of land located at on the west side of IL Route 47 bounded by Galena Road to the north and Corneils Road to the south. The original agreement (Ord. 1997-10B) approved the land for commercial and agricultural uses. However, in September 2004, the Undesser's, along with Ocean Atlantic as developer, annexed an additional ~70 acres of land to the west (Ord. 2006-37) and included this within an amended annexation agreement for a planned unit development (Ord. 2004-36).



Location Map - East Village of Westbury
United City of Yorkville, Illinois
March 20, 2024

The planned unit development (PUD), known as the Westbury Village Subdivision, allowed for commercial, single-family, and multi-family land uses consisting of roughly 890 dwelling units, 15-acre school site, 30-acre commercial parcel, and parkland located within nine (9) distinct development "pods". Currently, the parcels are primarily utilized for single-family residences and agricultural land uses. From 2014-2023 a portion of the property in the northwest quadrant was used as a compost facility operated by Green Organics. This operation has been decommissioned and relocated to the parcel to west in unincorporated Kendall County.

A final plat was approved for Pod 6 for 85 single family lots in August 2005, but the final plat was never recorded. Subsequently, an amendment to the PUD land plan was approved by the City in April 2006 via Ord. 2006-34 establishing the "East Village of Westbury" which now comprised of 822 dwelling units, 15-acre school site, and 12 acres of parkland. While the commercial site was still identified on the updated land plan, it was not included for development.



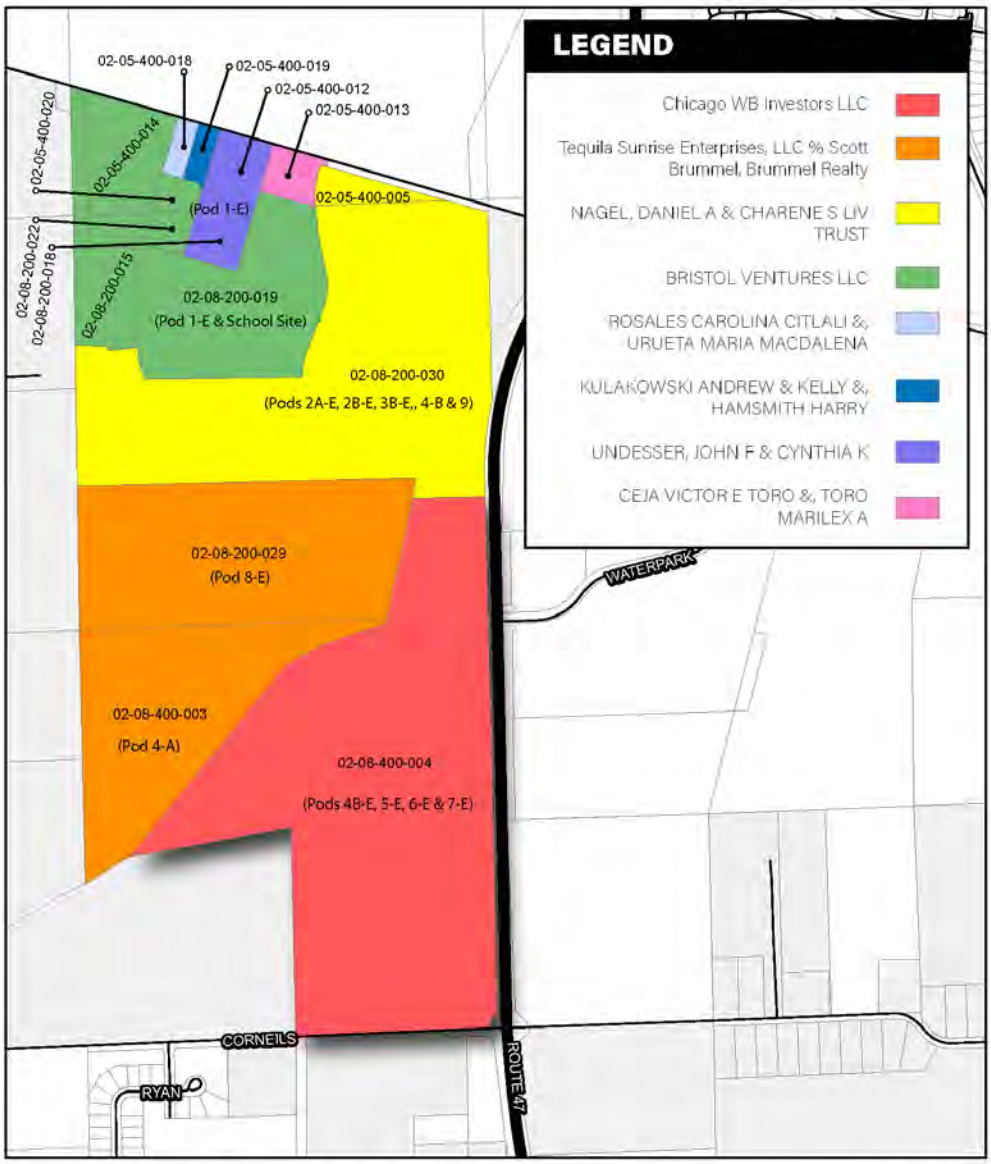
The 2006 annexation and PUD agreement also confirmed the developer's obligation to connect to the Raymond Outflow Stormwater prior to the issuance of any building permit and that the City was engaging certain residential developers in the area in a recapture agreement to contribute to the City's cost of designing, engineering, and installing a sanitary sewer interceptor to which the East Village of Westbury's share was $1.78M, which approximately $1.26M is outstanding. The developer was also required to construct an outfall storm sewer on the property costing $500,000 which the city also constructed.



Current Development Ownership & Infrastructure Improvement Status:

While Ocean Atlantic proceeded to install roadways and underground infrastructure in Pod 6 between 2006-2008 anticipating the construction of the 85 single-family dwelling units, the economic conditions in the housing market soured and the development stalled. The developer did not fulfill the repayment of the stormwater outfall recapture and portions of the annexed parcels were foreclosed upon and sold at auction. Below is a map of the current eight (8) successor landowners and their respective parcels within the East Village of Westbury planned unit development.

The current owner of Pod 6 (also referred to as Phase I), Chicago WB Investors, LLC, is interested in retaining the development entitlements for this area of the PUD and restarting the construction of the 85 single-family units in short order with the multi-family units in the near future. While the other landowners would like to unburden their property of the existing East Village of Westbury PUD site plan and financial obligations provided in the annexation agreements. This will allow the successor owners to either maintain their property in its current state or propose a different development plan or land use in the future.



Westbury Property Ownership Map

United City of Yorkville, Illinois
March 20, 2024

Proposed Repeal of Planned Unit Development:

In anticipation of construction restarting in Pod 6 and other potential land use changes proposed for other portions of the development, City staff and the representative for Chicago WB Investors, LLC, have been working since 2022 on language to repeal the PUD plan and reconcile the outstanding financial obligations of the former developer. The following summarizes the terms of the proposed repeal ordinance and Memorandum of Understanding agreed upon by the City and all successor property owners:

1. **Zoning** – The original and amended annexation agreements classified the East Village of Westbury as a Planned Unit Development (PUD) with underlying zoning designation of R-2 Single Family Residence District, R-4 General Multi-Family Residence District, and B-3 Service Business District.

    a. The repeal proposes that all property, except for those owned by Chicago WB Investors, shall immediately be rezoned into the current R-2 Single Family Traditional Residence District.

    b. The parcels owned by Chicago WB Investors (labeled as 4B-E, POD 5-E, POD 6-E and 7-E on "Exhibit B" of the repealing ordinance) shall retain their R-2 Single-Family and R-4 General Multi-Family residential zoning designation.

2. **Legal Non-Conforming Uses** - In addition to the successor owner's property being reverted back to the R-2 Single-Family Traditional Residence District zoning, certain owners have requested legal non-conforming status for existing land uses on their parcels.

    a. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e., farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    b. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

3. **Planned Unit Development (PUD) Agreement** - That all obligations and conditions for development established in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the parcel owned by Chicago WB Investors, LLC.

    a. As part of this proposed ordinance repeal, this approximately 96-acre parcel (referred to as Phase I) will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes. A separate development agreement for Phase I is contemplated with the successor owner of this parcel.

4. **Future Approvals** – With the exception of Phase I owned by Chicago WB Investors, all future development approvals shall be subject to all current procedures required for entitlement as of the

time of development and all fees, land donations and assessments shall apply as any other property similarly zoned R-2 Single-Family Traditional Residence District.

a. Regarding the Phase I parcel, particularly Pod 6-E for the 85 single family units with current infrastructure, the city's engineering consultant performed an inspection and prepared a punchlist in 2021. That punch list was subsequently updated in July 2023. The majority of the site work done nearly 20 years ago consisted of roads, underground utilities (watermain, sanitary sewer, and storm sewer), and stormwater management. All of these improvements will need to be reinspected and a security guarantee provided before recording a revised final plat or future construction begins.

5. **School/Park Dedication Release** – The proposed ordinance to repeal the Planned Unit Development (PUD) for East Village of Westbury is contingent upon the following:

    a. A written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004.

        i. City Attorney Orr is currently working with the School District to secure the written release.

    b. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

6. **Development/Payment of Fees –** The proposed ordinance to repeal is further contingent upon:

    a. The Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres under a new Development Agreement.

    b. The Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

7. **Effective Date** – The proposed repeal will be effective immediately upon signature of all property owners, payment of outstanding fees, executed Phase I Development Agreement, and receipt of the written release from the school district.

Staff Comments:

Staff is supportive of the proposed repeal ordinance and execution of the memorandum of understanding by the City. This ordinance positions the 85 single-family lots in POD 6-E for easier take down by an interested builder, ensuring the completion of the public infrastructure and roadway improvements in Phase I. Further, it unencumbers the balance of the remaining parcels from the obligations of the existing Planned Unit Development (PUD) agreement should the owners decide to sell and/or redevelop. However, most importantly, the ordinance approval is subject to the developer of Phase I reimbursing the City of nearly $420,000 of previously written off bad debt. Funds unanticipated by the adopted FY 24 or proposed FY 25 budget.

The approval of the ordinance does not require a public hearing, therefore, should the matter proceed out of committee, staff has tentatively scheduled it for consideration before the entire City

Council at the **May 14, 2024** meeting. The City Attorney has drafted the attached repeal ordinance and memorandum of understanding for your review. Staff will be available at the EDC meeting to answer any questions.

Attachments:

1. Draft Ordinance Repealing A Planned Unit Development Agreement for the East Village of Westbury
    a. Exhibit A - List of Property Owners
    b. Exhibit B – Phase I Development Area
2. Executed Memorandum of Understanding by all property owners
3. East Village of Westbury Aerial Image/Location map
4. East Village of Westbury Property Ownership Map
5. Ord. 2004-36
6. Ord. 2006-34

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer"*) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement"*) for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage"*) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners"*); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I"*) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled 'Memorandum of Contract Regarding Obligation to Dedicate School/Park Site'. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

Formatted: Font: Bold

Formatted: Indent: First line: 0.5"

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 foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities"*) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:

a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,

b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and

Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

~~c~~d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,

~~d~~e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

~~e~~f. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, t (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

~~f~~g. –The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

~~g~~h. Approval by the City of a Development Agreement by and between the Current Owner of Phase I.

Section 3: That this ordinance shall be in full force and effect from and after 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 _____ day of _____, 2024.

_____
CITY CLERK

DAN TRANSIER	_____	KEN KOCH	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2024.

_____
MAYOR

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

Exhibit "B"


galena road
POD 1-E
SINGLE FAMILY B
32.01 acres
89 units
corridor ave.
durham lane
10-E
PARK SITE
6.5 acres
10-E
SCHOOL SITE
15 acres
9-E
COMMERCIAL
33.81 acres
EXISTING
PARK
east village blvd.
POD 2B-E
SINGLE FAMILY A
11.58 acres
32 units
POD 2A-E
MULTIPLEX C
13.55 acres
124 units
POD 3B-F
MULTI-PLEX A
16.34 acres
138 units
4B-E
OPEN SPACE
21.9 acres
retention
POD 8-E
SINGLE FAMILY A
17.67 acres
47 units
POD 5-E
MULTI-PLEX B
13.52 acres
137 units
3A-E
CLUBHOUSE
2.26 acres
10-E
BIKE TRAIL
1.91 acres
PIN 02-08-400-004
96.59 Acres
Phase I
route 47
4A-E
OPEN SPACE
97.9 acres
golf / retention
POD 6-E
SINGLE FAMILY B
31.68 acres
85 units
10-E
PARK SITE
3.7 acres
7-E
MULTI-PLEX C
18.79 acres
170 units
4B-E
OPEN SPACE
2.29 acres
retention
corneils road
westbury
EAST VILLAGE
SCALE 1"=160'
NORTH

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this_____day of_____, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

PIN No. 02-05-400-013

By: _____
Victor E. Toro Ceja

Attest:

_____
Marilex A. Toro

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

_____

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: _____
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT
AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR THE
BENEFIT OF MARILEX TORO AND VICTOR TORO

NOW COMES, the United City of Yorkville, hereinafter referred to as "City", and MARILEX TORO and VOCTOR TORO who to supplement and make a part of any Ordinance including the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO agree to the following additional language as it affects the Real Property owned by MARILEX TORO AND VICTOR TORO in the United City of Yorkville, Kendall County:

1. WHEREAS, MARILEX TORO AND VICTOR TORO have agreed to enter into and execute the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO to which this Addendum is attached.
2. They are the Owners of Fee Title to real property identified as Tax Parcel No. 02-05-400-013, a copy of which is attached hereto and incorporated herein by reference.
3. That they were the Purchasers of a Single Family Residence and outbuilding formerly used as a turkey processing plant by the Undesser Family, the Owners of some of the adjoining land to the subject real property owned by MARILEX TORO AND VICTOR TORO.

4. That in repealing the Planned Unit Development Agreement for Westbury Subdivision, it is the desire of MARILEX TORO AND VICTOR TORO to have their property revert to an A-1 Zoning Class in the United City of Yorkville.

5. MARILEX TORO AND VICTOR TORO wish to retain the current uses on the subject property which is a car repair shop fully contained within the outbuilding located on the above referenced tax parcel number that was used for a turkey processing plant by the Undesser Family; and to permit indoor storage within said building; all of which would be legal nonconforming uses to which they are entitled to maintain under the United City of Yorkville A-1 Agricultural Zoning District.

6. Nothing contained in the attached original Memorandum of Understanding regarding the repeal of the Planned Unit Development Agreement for the East Village of Westbury, or any Ordinance passed hereby shall impede or otherwise cause any interruption of the legal nonconforming uses of MARILEX TORO AND VICTOR TORO thereof.

7. That this Addendum shall be attached to the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO, and the Ordinance to be passed by the United City of Yorkville repealing the Planned Unit Development for the East Village of Westbury Subdivision.

The United City of Yorkville

By:

_____

Mayor

_____

City Clerk

Dated:_____

_____
Marilex Toro

Dated:_____

_____
Victor Toro

Dated:_____

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

Marilex and Victor Toro, being first duly sworn on oath, deposes and states that they are the Petitioner herein; that they have read the above and foregoing Addendum to the Memorandum of Understanding and know the contents thereof; and that the same are true and correct.

_____
Marilex Toro

_____
Victor Toro

Subscribed and sworn before me this

15th day of November, 2023

"OFFICIAL SEAL"
ROBIN E GUZMAN
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 326084
MY COMMISSION EXPIRES 10/26/2027

_____
Notary Public

Prepared by & Return to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630-553-9500

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,

    b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,

    c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 25 day of August, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest: _____

MICHAEL A WRIGHT
STATE OF ILLINOIS
NOTARY PUBLIC
COMMISSION #891300
EXPIRES MARCH 18 2027

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,

    b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,

    c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 9 day of Sept, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: Carolina C. Rosales

By: Magdalena Cortes

MICHAEL A WRIGHT
STATE OF ILLINOIS
NOTARY PUBLIC
COMMISSION #891306
EXPIRES MARCH 18 2027

Attest:

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 4th day of MAY, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest:

_____ 5/4/2023

CAMILE TAYLOR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TA6137717
Qualified in Nassau County
Commission Expires January 8, 2026

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this_____day of_____, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest:

_____

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

_____

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: John Undesser

John Undesser
10318 Galena Road
Bristol, IL 60512

BY: Richard A. Undesser Jr.

Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: Daniel A Nagel
7/23/23

Attest:

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

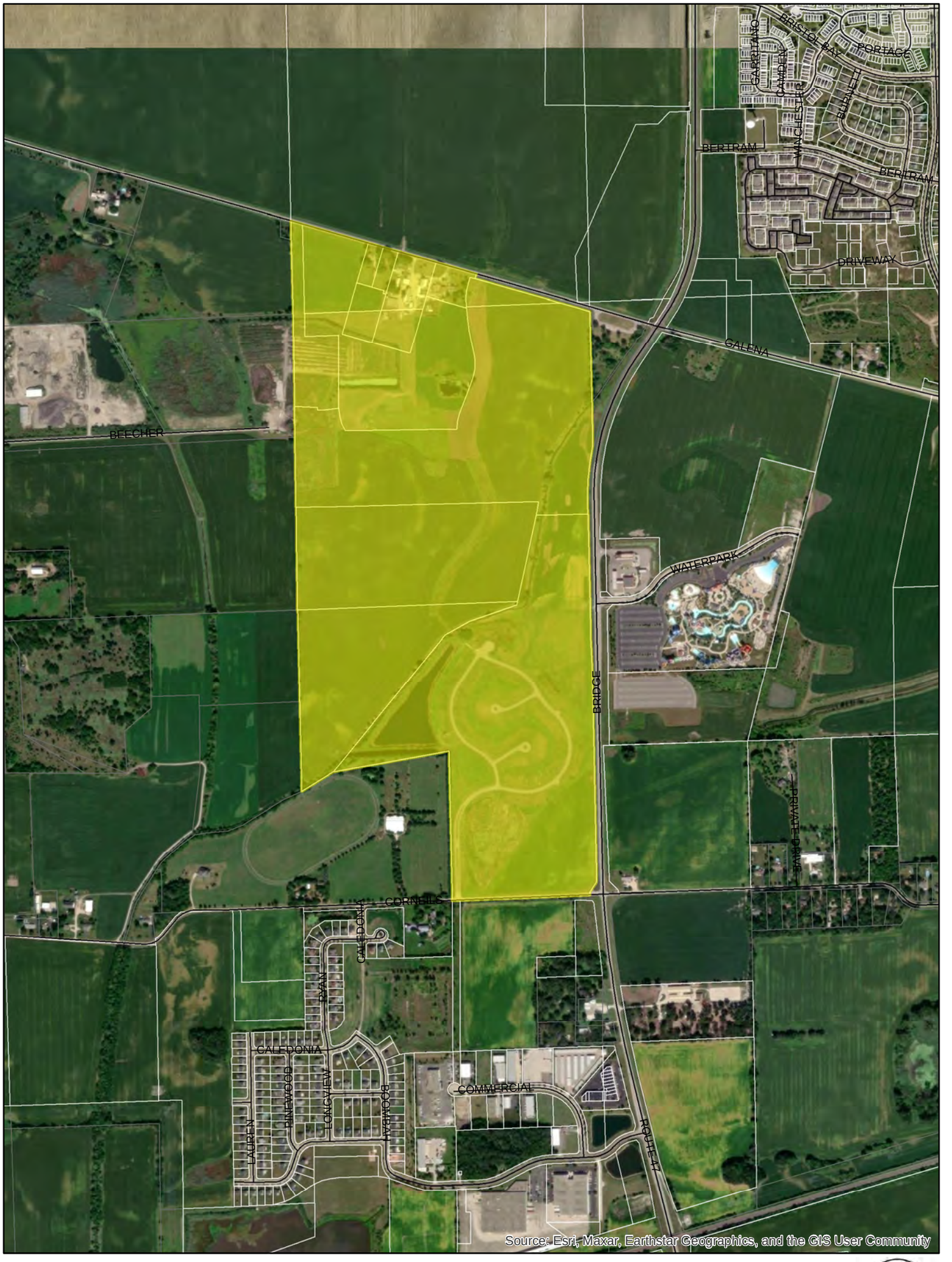
_____
City Clerk

[List Each Owner]

By: _____

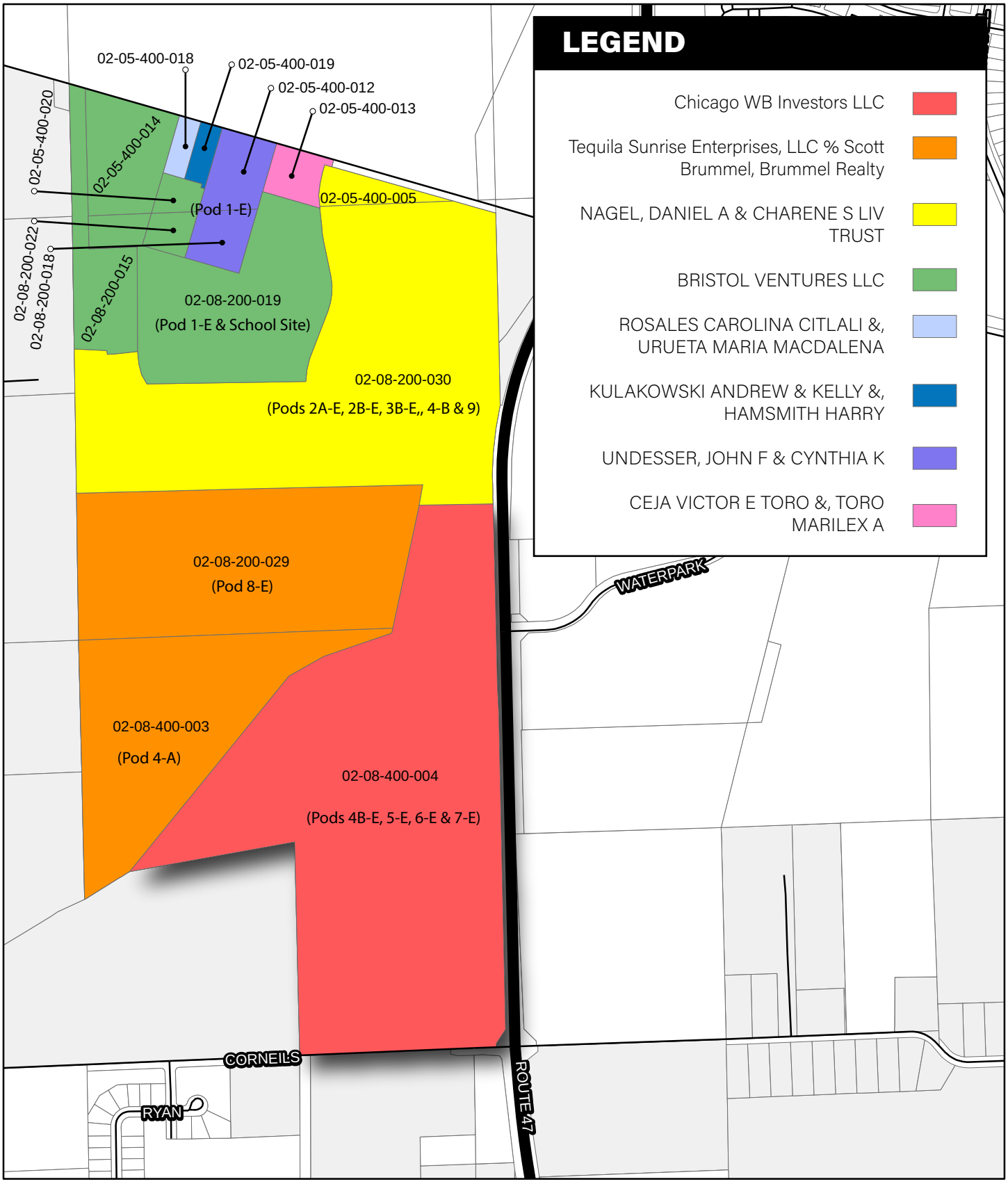
Attest:

_____



Location Map - East Village of Westbury

United City of Yorkville, Illinois
March 20, 2024



Westbury Property Ownership Map

United City of Yorkville, Illinois
March 20, 2024

200500004985
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-18-2005 At 01:28 pm.
ORDINANCE 272.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2004 - 30

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT OF OCEAN ATLANTIC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE ESTATES OF RICHARD A. UNDESSER AND HENRIETTA UNDESSER (Westbury Village Subdivision)

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation and 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 Amendment to Annexation Agreement, Annexation and 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 (2002), as amended, for the execution of said Amendment to Annexation Agreement, Annexation and Planned Unit

Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City, and not within the boundaries of any other municipality.

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, an Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation and 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.

WANDA OHARE	Y	JOSEPH BESCO	a
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	present	MARTY MUNNS	a
ROSE SPEARS	N	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22nd day of June, A.D. 2004.

Arthur L. Koukoulas
MAYOR

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

22nd day of June, A.D. 2004.

Attest: Elizabeth E. Dawna
Deputy CITY CLERK

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

Exhibit "A" - "Full" legal description

EXHIBIT A

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

AMENDMENT TO ANNEXATION AGREEMENT,

ANNEXATION AGREEMENT AND

PLANNED UNIT DEVELOPMENT AGREEMENT

(The Westbury Village Subdivision)

TABLE OF CONTENTS

		Page
RECITALS:		1
1.	LEGAL CONFORMANCE WITH LAW	3
2.	ANNEXATION.	4
3.	ZONING.	4
4.	SUBDIVISION OF UNDESSER PROPERTY	5
5.	DEVIATIONS FROM LOCAL CODES	7
6.	UTILITIES AND PUBLIC IMPROVEMENTS.	7
7.	SECURITY INSTRUMENTS.	14
8.	PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS.	15
9.	AMENDMENTS TO ORDINANCES.	15
10.	BUILDING PERMITS AND RELATED INSPECTIONS.	19
11.	BUILDING CODE.	20
12.	FEES AND CHARGES.	20
13.	CONTRIBUTIONS.	20
14.	OWNERS'S/DEVELOPER'S CONTRIBUTIONS.	21
15.	PROJECT SIGNS.	24
16.	CERTIFICATES OF OCCUPANCY.	25
17.	MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE	25
18.	CONTRACTORS' TRAILERS.	26
19.	TEMPORARY SALES OFFICE TRAILERS.	26
20.	TEMPORARY PARKING.	26
21.	OVERSIZING OF IMPROVEMENTS.	27
22.	LIMITATIONS.	27
23.	RECAPTURE AGREEMENTS.	27
24.	SPECIAL SERVICE AREA.	27
25.	ON SITE PUBLIC IMPROVEMENTS	29
26.	OFFSITE EASEMENTS AND CONSTRUCTION	30
27.	DISCONNECTION.	30
28.	CONFLICT IN REGULATIONS	30
29.	ANNEXATION FEE.	30
30.	TRANSFER.	30
31.	CITY ASSISTANCE.	31
32.	GENERAL PROVISIONS.	31
33.	LIST OF EXHIBITS	38

R DJC 02 MJF

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

David S. Warner
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
(312) 263-3600
Fax: (312)-578-6666

AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(The Westbury Village Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT including all Exhibits and attachments ("**Agreement**"), is made and entered as of the 9th day of September, 2004, by and between OCEAN ATLANTIC CHICAGO, LLC, a Delaware Limited Liability Company ("**DEVELOPER**"), RICHARD A. UNDESSER, JR. and JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF HENRIETTA UNDESSER, DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No. 02 P 64 ("OWNER A"), RICHARD A. UNDESSER, JR. AND JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF RICHARD A. UNDESSER, SR., DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No.. 01 P 95 ("OWNER B") OCEAN ATLANTIC/PFG-WESTBURY, LLC ("OWNER C"), hereinafter OWNERS A, B, and C are referred to collectively as **"OWNERS"** and the UNITED CITY OF YORKVILLE ("**CITY**"), a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and Aldermen ("**Corporate Authorities**"). OWNERS, DEVELOPER and CITY are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. OWNERS are the owners of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Undesser Property**").

B. Richard A. Undesser in his lifetime and, Henrietta Undesser in her lifetime and CITY, did make that certain Annexation Agreement dated July 1, 1997 ("the **1997 Annexation Agreement**") with CITY which provided for, among other things, the annexation of a portion of the Undesser Property to CITY.

C. OWNERS desire to annex additional property legally described on Exhibit "B" attached hereto (the **"Annexation Parcel"**), to CITY for the purposes of developing one contiguous planned unit development (PUD) known as the Westbury Village Subdivision

R

(approximately 300 acres). The Annexation Parcel is comprised of 43 acres more or less and is shown on the Plat of Annexation attached hereto as Exhibit "B-1". The Annexation Parcel is contiguous with the existing corporate limits of CITY, and is not within the boundary of any other municipality.

D. 1. The Annexation Parcel is located within the Bristol Kendall Township Fire Protection District, the Bristol Township Road District and will remain within the jurisdiction of the Bristol Kendall Fire Protection District and, upon annexation, will be served by CITY'S public library.

2. The corporate authorities of CITY, after due and careful consideration, have concluded that the annexation of the Annexation Parcel to CITY would further the growth of CITY, enable CITY to control the development of the area and serve the best interests of CITY.

E. OWNERS and DEVELOPER desire to proceed with the development of the Undesser Property and the Annexation Parcel (hereinafter collectively referred to as the (**"Subject Property"**) for residential and commercial use in accordance with the terms and provisions of this Agreement.

F. OWNERS and DEVELOPER further desire to amend the 1997 Annexation Agreement as it pertains to, and in accordance with, the terms and provisions of this Agreement in order to facilitate the development of the Subject Property for a residential Planned Unit Development, and CITY is agreeable to amending the 1997 Annexation Agreement in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the 1997 Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the real estate that is the subject of the 1997 Annexation Agreement, except as modified by this Agreement.

G. OWNERS and DEVELOPER propose that a portion of the Subject Property be rezoned from Kendall County A-1 Agricultural and United CITY of Yorkville B-3 Service Business District and A-1 Agricultural, to United CITY of Yorkville Planned Unit Development with zoning districts ("Amended Zoning Districts") of B-3 Service Business District (with the area designated special use B-3 in the 1997 Annexation Agreement surviving with this Agreement but only over that area as described in the 1997 Agreement), R-2 One Family Residence District, and R-4 General Residence District. A legal description of each of the Amended Zoning Districts is attached hereto and made a part hereof as Exhibit "B-2". A graphic description of the Amended Zoning District is attached hereto as Exhibit "B-3".

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of CITY upon the matters covered by this Agreement.

I. CITY and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and CITY Ordinances.

J. The Corporate Authorities, after due and careful consideration, have concluded that the amendment of the 1997 Annexation Agreement in accordance with the terms and

provisions of this Agreement, and the rezoning, subdivision and development of the Subject Property as provided for herein, will inure to the benefit and improvement of CITY in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of CITY and will otherwise enhance and promote the general welfare of the people of CITY.

K.

(i) Each party agrees that it is in the best interests of the OWNERS, DEVELOPER and CITY to develop the Subject Property as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property

(ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNERS to provide for specific performance standards in the development of the Subject Property.

(iii) The Annexation Parcel is located contiguous to the corporate boundaries of CITY; and is not within the corporate boundaries of any other municipality.

L. It is the desire of CITY, DEVELOPER and OWNERS that the development and use of the Subject Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of CITY now in force and effect, except as otherwise provided in this Agreement.

M. CITY's Plan Commission has considered the Petition, and CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNERS and DEVELOPER.

N. The OWNERS and DEVELOPER and their representatives have discussed the proposed annexation of the Annexation Parcel and have held public meetings with the Plan Commission and CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary PUD Plan and Plat of Subdivision to be approved by CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties, hereby agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

RDS ad MJF

2. ANNEXATION.

A. As to the Annexation Parcel, this Agreement is made pursuant to and in accordance with the provisions of Sections 5/11-15.1-1 et. seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2002) and with respect to the Subject Property, this Agreement is made pursuant to the Planned Unit Development requirements of Illinois Compiled Statutes and the Special Use Ordinance of CITY; that said State of Illinois statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes ("Statutes") and specifically Section 5/11-15.1-3, of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2000), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed Agreement.

B. As to the Annexation Parcel, the proper parties have filed with CITY Clerk of CITY a proper Petition for Annexation and this Agreement is entered into after public hearing(s) before the applicable corporate authorities of CITY, which hearings were held in accordance with the provisions of the Statutes of the State of Illinois.

C. Upon the execution of this Agreement by the OWNERS and Developer, CITY shall execute this Agreement and enact ordinances necessary to annex the Annexation Parcel into the corporate limits of CITY pursuant to the Petition for Annexation and subject to the terms of this Agreement. It is agreed that CITY will promptly record the enacted annexation ordinance and any required plats with the Kendall County Recorder's Office and will file same with the Kendall County Clerk's Office.

D. If for any reason and at any time, the annexation of the Annexation Parcel to CITY is legally challenged by any person or entity by an action at law or in equity, CITY shall: (i) cooperate with the OWNERS and Developer in the vigorous defense of such action through all proceedings, including any appeals; and (ii) take such other actions as may then or thereafter be possible pursuant to the Illinois Municipal Code to annex the Annexation Parcel and/or other properties to CITY so that the annexation of Annexation Parcel to CITY can be sustained and/or effected.

3. ZONING. Contemporaneously with the annexation of the Annexation Parcel and the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to amend the Zoning Ordinance of CITY such that the Subject Property can be zoned and used within the following zoning classifications: B-3 Service Business District with special use, R-2 One Family Residence District, and R-4 General Residence District, all as depicted on Exhibit B-3, attached hereto and made a part hereof. The zoning map of CITY shall thereupon be modified to reflect the classifications of the Subject Property as aforesaid. The existing uses on the Property may continue to operate as non-

conforming uses until such time as a final plat is approved for the affected portion of the Property.

4. SUBDIVISION OF UNDESSER PROPERTY.

A. Approval of Preliminary PUD Plan.

(i) DEVELOPER has submitted to CITY a Preliminary PUD Plan and Plat for the Subject Property (prepared by The Lannert Group (with a latest revision date of April 30, 2004), a copy of which Preliminary PUD Plan Plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary PUD Plan and Plat**"). Hereinafter, the term "Preliminary PUD Plan and Plat" shall be referred to as the "Preliminary PUD Plan". DEVELOPER has also submitted to CITY a Preliminary Open Space Plan, a Buffer Yard Planting Plan, a Landscape Plan-Area Details and a Sign Package Plan Sheet for the subject property (prepared by the Lannert Group, all with the latest revisions dated of April 30, 2004) which combined are referred to as the Preliminary Landscape Plan and are attached hereto as Exhibit "D" and a "Preliminary Engineering Plan" prepared by Cemcon, Ltd. with latest revision date as of April 29, 2004, a copy of which Preliminary Engineering Plan is attached hereto as Exhibit "E" ("**Preliminary Engineering Plan**"). The Preliminary PUD Plan, Preliminary Landscape Plan and Preliminary Engineering Plan are collectively referred to as the "**Preliminary Plans**". Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary PUD Plan to the Plan Commission of CITY. In accordance with the Preliminary PUD Plan, the Subject Property shall be developed in substantial conformance with the single-family detached and single-family attached dwelling unit pods and commercial area pod as set forth in the Preliminary PUD Plan, with a total buildable subdivided lot count not to exceed 289 of one-family detached lots, and 601 single-family attached units. The single-family attached units shall consist of 296 Townhome Units and 305 Courtyard Home Units. The Commercial Area shall be 22.7 acres, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B. hereof. As used in this Agreement, the term "Courtyard Home" shall mean townhome type units situated around a center court with rear garage entry.

(ii) The DEVELOPER or any OWNER shall submit Final PUD Plans and Plats in such phases as DEVELOPER or any OWNER chooses, that substantially conform with the Preliminary PUD Plan, for review and approval in accordance with CITY Ordinances.

(iii) The Subject Property shall be developed in the manner and in accordance with the Preliminary PUD Plan, and such development shall be in conformance with CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Subject Property as provided in

Paragraph 4B of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the unit layouts, sanitary sewer, water, storm sewer service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Subject Property, shall be in substantial conformance with the approved Preliminary Engineering Plan.

(iv) DEVELOPER is authorized to undertake mass earthwork and grading of the Subject Property, or so much thereof as DEVELOPER shall choose, after approval of the Preliminary PUD Plan and prior to approval of the Final PUD Plan and Plat and Final Engineering and in accordance with CITY's Soil Erosion and Sediment Control Ordinance, at Developer's sole risk.

B. Approval of Final PUD Plan and Plat and Final Engineering.

(i) DEVELOPER and OWNERS shall have the right to develop the Subject Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER or OWNERS may from time to time determine in their sole discretion upon submittal of a Final Plat for such phase or phases. CITY may require Final Engineering for certain elements of additional phases as they may affect the final plat for which approval is sought. Nothing herein requires construction of elements outside of the phase of development for which final plat approval is sought except to the extent that any public utility improvements are required to serve the platted subject phase.

(ii) Upon the submittal by DEVELOPER or OWNERS to CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering Plan**") for a Phase of Development, which substantially conform with the approved Preliminary PUD Plan and approved Preliminary Engineering Plan as to such Phase of Development, CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary PUD Plan, and in compliance with applicable law, and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER, or OWNERS as the case may be, comply with applicable CITY regulations pertaining to (a) the posting of the applicable Security Instruments, as defined in Paragraph 7 of this Agreement, for such Phase of Development, and (b) the payment of applicable fees to CITY as provided for in this Agreement. CITY shall cooperate with DEVELOPER and OWNERS to secure such approvals as may be required by other governmental authorities with jurisdiction. The Final Plat, Final Landscape Plan and Final Engineering Plan are referred to herein collectively as the "**Final Plans**".

(iii) CITY acknowledges that additional time than that accorded in CITY's Subdivision Regulations may be required before DEVELOPER or OWNERS can submit one or more final plats of subdivision for approval, due to time required for construction of sanitary sewer lines and expansion of off-site sanitary sewer plant capacity. Accordingly, DEVELOPER and OWNERS shall have seven (7) years from the date of approval of the Preliminary PUD Plan to submit any final plat for review and approval, notwithstanding any shorter time period for such submittal in any applicable ordinance, code or regulation. Should a final plat be tendered for review and approval subsequent to the expiration of said seven (7) year period, then prior to approval CITY shall have the right to require the final plat to comply with the CITY'S ordinances, rules, regulations and codes prevailing at that time regarding the development of a residential subdivision, except that the application of any such ordinance, rule, regulation or code shall not result in a reduction of the number of residential building lots approved in this Agreement (as shown on the Preliminary Plan for the Subject Property) nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming, notwithstanding any provision of this agreement to the contrary.

(iv) Concurrent with submittal of a Final Plat for CITY's review, DEVELOPER shall submit to CITY for its review a copy of the Declaration of Covenants, Conditions and Restrictions (or similarly named document) ("**Declaration**") which will be used by DEVELOPER and OWNERS to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER to establish an association or associations of homeowners (each a **"Homeowners Association"**) which shall have Primary Responsibility, for the ownership, care and maintenance of the common open space areas within the Subject Property as listed in Exhibit "F" attached hereto ("**Common Facilities Plan**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded for each Phase of Development simultaneously with the recording of the Final Plat for each Phase of Development. The Backup or Latent SSA, as defined in Paragraph 24 of this Agreement, shall be utilized by CITY to carry out the Secondary Responsibility, as defined in said Paragraph (24), to fund the cost of maintaining the Common Facilities.

C. Right to Farm Disclosure. DEVELOPER and OWNERS agree to include Kendall County "Right to Farm Statement" language and a "Statement Authorizing Continuing Business Operations" attached hereto as Exhibit "G" on each Final Plat of Subdivision.

5. DEVIATIONS FROM LOCAL CODES. The specific deviations from CITY's ordinances, rules, and codes as set forth in Exhibit "H" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Subject Property ("**Permitted Deviations**").

6. UTILITIES AND PUBLIC IMPROVEMENTS. OWNERS and DEVELOPER agree that any extension and/or construction of the following utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied or modified by this Agreement, and such work and the cost thereof shall be the responsibility of OWNER and DEVELOPER, except as otherwise provided in this Agreement:

A-1. Sanitary Sewer Facilities. CITY represents but does not warrant to OWNERS and DEVELOPER that the sanitary sewer treatment facilities that serve or will serve the Subject Property, owned and operated by the Yorkville-Bristol Sanitary District **(YBSD)** have sufficient capacity to adequately serve the needs of DEVELOPER and OWNERS and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement, but CITY does warrant that it will have sanitary sewer interceptor lines sufficient to serve the needs of DEVELOPER, OWNERS and occupants of the Subject Property as developed in accordance herewith. Subject to legal review and YBSD commitment OWNERS shall cause the 43-acre portion more or less, of the Subject Property not previously done so, or such developable portions thereof as may be appropriate, to be annexed to the YBSD for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of the YBSD. The installation of sanitary sewer lines to service the Subject Property and the connection of such sanitary sewer lines to the existing sewer lines of the YBSD shall be carried out in substantial compliance with the Final Engineering Plan as approved by CITY and by the YBSD as required for each Phase of Development. CITY shall fully cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act ("IEPA"), permitting the construction and connection of the sanitary sewer lines to the YBSD facilities, in order to facilitate the development and use of each Phase of Development of the Subject Property. CITY shall obtain all necessary easements and other property rights as may be required, and shall use its power of eminent domain if necessary, to secure the necessary easements and any other property rights to install the sanitary sewer main extensions for the Rob Roy Creek Sanitary Sewer Interceptor (the "Sanitary Sewer Interceptor"). The costs incurred by CITY for such easements and other property rights shall be paid by OWNERS/DEVELOPER and added to the recapture amounts described in the 1997 Annexation Agreement. If CITY has not obtained the aforesaid easements and other property rights prior to October 15, 2004, CITY shall immediately commence condemnation proceedings, if it had not already done so, to obtain the same. CITY shall complete its acquisition of the easements and other property rights not later than January 15, 2005.

A-2 The sanitary sewer mains installed by DEVELOPER or any OWNER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to the YBSD and the YBSD shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines. The sanitary sewer lines which are less than eighteen (18) inches or smaller in diameter ("**Small Lines**") shall be conveyed to CITY and CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

A-3. The Sanitary Sewer Interceptor shall be installed, operational and available for use within the Subject Property to a point just south of the Rob Roy Creek (as depicted on Exhibit I) not later than June 1, 2005. DEVELOPER shall deposit $50,000.00 with CITY and cause a Letter of Credit, consistent with the format attached hereto as Exhibit I-1, in the amount of $700,000.00 to be deposited with CITY (the Sanitary Sewer Interceptor Engineering Fee) to secure funds required for the surveying, geotechnical, engineering, bidding and construction management work for the Improvements. The aforedescribed $750,000 Sanitary Sewer Interceptor Engineering Fee advanced by DEVELOPER shall be credited against the $2,000 per unit City Sewer Connection Fee as identified in Paragraph 14C. CITY shall issue "Revenue Bonds" or other form of bond as prepared by CITY and agreed upon by the DEVELOPER and OWNERS (by January 15, 2005, which bonds shall be repaid with the YBSD Interceptor Participation Fee (IPF), and City of Yorkville Sanitary Sewer Connection Fees (Sanitary Sewer Fees), as identified in Paragraph 14.C. for those properties identified on the 2003 copyright Kendall County Assessors maps attached hereto as Exhibit I-2 and identified as "Properties Subject to City of Yorkville Rob Roy Creek Interceptor Bond Repayment". In the event CITY is not able to issue the Revenue Bonds by January 15, 2005, then DEVELOPER may elect to finance the Sanitary Sewer Interceptor through a private offering repaid through Sanitary Sewer Fees described above. In such event: i) DEVELOPER'S Letter of Credit shall be released in full and DEVELOPER shall be entitled to a management fee of 8% of the total bond cost and, ii), the CITY will authorize the DEVELOPER to assume the position of the CITY regarding all rights and remedies to construct the Interceptor and to enforce the repayment of the bonds through the payment of all fees due to the CITY and YBSD from the properties listed above. In the event the Sanitary Sewer Interceptor Improvements do not proceed by either CITY or DEVELOPER by March 1, 2005, the CITY shall reimburse DEVELOPER for all Sanitary Sewer Interceptor Engineering Fees within 45 days of written notice by DEVELOPER.

A-4. In the event the Sanitary Sewer Interceptor is not installed, operational and available for use on the Subject Property by June 1, 2005, CITY agrees to allow DEVELOPER to pump sewerage on an as needed basis from the deepest manhole in the Subject Property and transport the pumped sewerage by motor vehicle to

the YBSD sewage treatment plant for processing (the "Temporary Disposal Alternative"). CITY further agrees to issue building permits for up to fifty (50) dwelling units for the subdivision prior to the operation of the Sanitary Sewer Interceptor, and no less than thirty-four (34) dwelling units will be issued occupancy permits and will be allowed to discharge sewerage into the system using the Temporary Disposal Alternative. DEVELOPER agrees to pay any extra costs incurred for transporting and treating said sewerage, and to provide CITY with a Certificate of Insurance naming CITY as additional insured, and agrees to hold CITY harmless from any and all claims resulting from said Temporary Disposal Alternative. CITY represents and warrants to DEVELOPER that there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, any party's right to use the existing sanitary sewer.

B-1. Water Facilities. CITY represents and warrants that the water distribution system of CITY currently has and CITY will reserve sufficient capacity to service the Subject Property with potable water for domestic water consumption and fire flow protection, if the Subject Property is developed in accordance with this Agreement. CITY further agrees, following acceptance by CITY of the public improvements constructed within the Subject Property, to maintain said water distribution system to and within the Subject Property. CITY further agrees to cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Subject Property to be served with potable water and fire flow protection. In addition, CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER, or OWNERS, as the case may be in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of CITY. Location and size of the water lines to be installed by DEVELOPER, or OWNERS, as the case may be shall be in substantial conformity with the Preliminary Engineering Plan, subject to review and approval of the Final Engineering Plan for each Phase of Development. CITY agrees that it shall, without cost to DEVELOPER, or OWNERS, as the case may be extend its existing water main to the Subject Property and obtain necessary easements. CITY shall construct the necessary public watermain infrastructure, and DEVELOPER, or OWNERS, as the case may be shall connect the Subject Property to CITY water supply system in accordance with the approved engineering. CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the Subject Property ("**Offsite Water Easements**") to enable CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Subject Property.

B-2. OWNERS and DEVELOPER agree, that upon approval of this agreement by CITY Council, they will each execute and OWNERS and DEVELOPER will

R DSK

grant to CITY the necessary easements to construct CITY water main facilities in accordance with the easement agreement attached hereto as Exhibit "J".

B-3 CITY represents and warrants to OWNERS and DEVELOPER that CITY'S potable water, fire flow and water storage facilities have sufficient capacity to adequately serve the needs of OWNERS and DEVELOPER and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement. CITY has notified the OWNERS and DEVELOPER that CITY is currently not in compliance with a State mandated program to reduce the level of radium in CITY's water supply.

C. Permits. INTENTIONALLY OMITTED.

D. Recapture. CITY represents and warrants to DEVELOPER and OWNERS that DEVELOPER and OWNERS shall not become liable to CITY or any other party for recapture upon the annexation and/or development of the SUBJECT PROPERTY for any existing sewer or water lines or storm water lines and/or storage facilities that may serve the SUBJECT PROPERTY; provided, however, subject to the terms of this Agreement, DEVELOPER or, as the case may be, OWNERS A and B shall be responsible to pay sewer and water connection fees subject to the terms of this Agreement. Notwithstanding the foregoing, the method for financing water and sanitary sewer extensions to the SUBJECT PROPERTY has not been determined, and is not being waived by CITY; provided such financing does not result in any cost or expense to OWNERS or DEVELOPER other than customary connection fees not otherwise prohibited by this Agreement and that are applicable on a city-wide basis.

E. Storm Water Facilities.

(i) DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Subject Property, in substantial conformity with the Preliminary Engineering Plan and the Preliminary Stormwater Management Report dated February 11, 2004, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:

(a) Installation of underground sewers within that part of the Subject Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering Plan, which improvements shall be conveyed to CITY and thereafter owned and maintained by CITY.

(b) Installation of graded, open swales or ditches and storm water retention/detention areas and compensatory storage areas as depicted on the Preliminary Engineering Plan within that part of the Subject Property designated on the Preliminary Engineering Plan for such purpose, subject

to review and approval of Final Engineering for each Phase of Development.

(ii) Unless required by a superior governmental authority, CITY, for the full term of this Agreement and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the ordinances of CITY existing and enforceable on the date hereof. The foregoing notwithstanding, any so called "grandfather" provisions contained in the mandate of such superior governmental authority referred to in the previous sentence, which would serve to exempt or delay implementation against the Subject Property, shall be given full force and effect.

(iii) The DEVELOPER and CITY agree that the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study have been used to compute and establish the stormwater management areas as shown on the Preliminary Engineering Plan and as detailed in the Preliminary Stormwater Management Report. Notwithstanding the foregoing, if said IDNR approved flows and elevations are revised and further reconfirmed and approved by IDNR, and the floodplain area and volume is found to be modified and reduced, the DEVELOPER and CITY agree that such modification shall not result in a change of the total dwelling unit count as proposed in the Preliminary P.U.D. Plan.

(iv) The DEVELOPER and CITY agree that no lots shall be platted within areas determined to be floodplain based on the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study, without those areas first being modified and removed from potential floodplain in accordance with all applicable Local or State requirements. It is further agreed that all platted property (except stormwater management and open space areas) shall be at a minimum elevation of (1) foot above said Base Flood Elevations and that the lowest opening (i.e. window wells, window sills, door thresholds, garage slabs) of any habitable structure shall be at a minimum elevation of two (2) feet above said Base Flood Elevations.

(v) The DEVELOPER and CITY agree that compensatory storage will be provided for all storage lost or displaced in the floodplain due to proposed development activities in accordance with current City Ordinances. It is further agreed that in the event the floodplain area or volume is enlarged due to an approved revision of the Rob Roy Creek Flood Study, that the DEVELOPER and CITY shall diligently pursue the analysis and specific findings which allow a "Modification of Standard" to reduce the compensatory storage ratio from 1.5:1 to a value of not less than 1.0:1 as said "Modification of Standard" provides for in current City Ordinances.

(vi) This agreement shall in no way diminish the OWNERS'/DEVELOPER'S requirement to obtain all required Local or State permits or approvals to perform any and all work within or adjacent to Rob Roy Creek or the Rob Roy Creek Floodplain.

(vii) The DEVELOPER and CITY agree that development within the existing floodplain and floodway at the southeast corner of the PROPERTY will be subject to the findings of the Rob-Roy Creek Flood Study relating to its Raymond Tributary. Compensatory storage shall be provided in accordance with City ordinances existing and enforceable on the date hereof and a new storm sewer outfall pipe shall be installed (with proportionate costs subject to a recapture agreement) to replace and/or supplement the function of the existing drainage tiles that cross the southeast corner of the PROPERTY. The DEVELOPER and the CITY agree to work together and with other property owners in the Raymond Drainage Area to pursue all reasonable comprehensive regional stormwater management solutions that are in the best interests of all affected.

(viii) CITY shall approve a minimum of 15% of the area dedicated to stormwater management for the PROPERTY to satisfy that proportionate share of the "additional open space requirements calculations" as outlined in the current United City of Yorkville Land Use Plan, adopted September 10, 2002, and in accordance with the calculations depicted on the Open Space Allocation Exhibit attached as Exhibit "K".

(ix) The DEVELOPER shall make improvements to the existing Rob Roy Creek drainageway as proposed on Exhibit "K", the Preliminary Engineering Plans, the Preliminary P.U.D. Plan and other supporting documents. CITY shall not require additional improvements (beyond those set out on the aforementioned Exhibits and documents) to the Rob Roy Creek unless such improvements are universally applied by CITY to all properties, within its jurisdiction, in the Rob Roy Creek Watershed. OWNERS shall dedicate to CITY and CITY shall accept ownership of all open space including the Regional Bicycle Trail. The Westbury Village Homeowner's Association (WVHOA) will maintain the dedicated open space other than the Regional Bicycle Trail and the CITY will establish a dormant or "back-up" Special Service Area [and the WVHOA covenants, limitations and restrictions (Exhibit "L") will so allow], to provide funds for the open space maintenance in the event the WVHOA fails to meet its maintenance responsibilities.

(x) DEVELOPER will cause a storm sewer adjacent to the proposed Rob Roy Creek Sanitary Sewer to be installed as identified on Exhibit E-1 (the "Raymond Outfall Storm Sewer") that will discharge into the Rob Roy Creek downstream of the Subject Project. CITY will obtain such easements or other property rights as may be necessary to serve the

R DJK as MJF.

Raymond Outfall Storm Sewer which shall be sized sufficiently to provide for the required release of the tributary Westbury Village stormwater management facilities. Any oversizing of the Raymond Outfall Storm Sewer shall be subject to recapture as per Paragraph 6.D., hereof.

F. Sidewalks and Street Related Improvements. DEVELOPER or, as the case may be, OWNERS A and B shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Subject Property in substantial conformity with the Preliminary PUD Plan as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Subject Property pursuant to the approved Final Engineering Plan for each Phase of Development shall be covered by the appropriate Security instrument, but shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER and OWNERS as a part of the public improvements for each Phase of Development. CITY shall accept the ownership and maintenance responsibility of the portions of the Regional Bicycle Trail, as depicted on Exhibit "F" constructed in accordance with the Final Plat and Final Engineering Plan, located in the public right of way.

7. SECURITY INSTRUMENTS.

A. Posting Security. DEVELOPER or as shall then be required, OWNERS A and B shall deposit, or cause to be deposited, with CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds as DEVELOPER, or OWNERS A and B in their sole discretion shall choose, ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "M," attached hereto. CITY Council, pursuant to recommendation by CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty-five (85%) of the value certified by CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with CITY prior to the recordation of the Final Plat for each Phase of Development.

B. Release of Underground Improvements and Streets. Upon completion and inspection of street and related improvement and underground improvements in

each Phase of Development; and acceptance by CITY engineer, DEVELOPER and OWNERS shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by CITY, in conformance with CITY Subdivision Control Ordinance. Notwithstanding the foregoing, the installation of the final surface course for streets shall not be required prior to the appropriate reduction of any applicable security instrument.

C. Transfer and Substitution. Upon the sale or transfer of any portion of the Subject Property, the party posting the security shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by CITY of a substitute Security Instrument approved by CITY, securing the costs of the improvements set forth therein by the proposed developer.

8. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by CITY pursuant to the provisions of the Subdivision Ordinance. CITY shall exercise good faith and due diligence in accepting said public improvements following DEVELOPER's or OWNERS' completion thereof for each Phase of Development in compliance with the requirements of said ordinance; and CITY Engineer shall make his recommendation to the Public Works Committee or other designated Committee not later than 30 days subject to force majeure from the date of DEVELOPER'S or OWNERS' request for approval of any Public Improvements. Each request shall be made in writing.

9. AMENDMENTS TO ORDINANCES.

A-1. Any ordinances, regulations, and codes which are subsequently enacted by CITY shall not be applied to the development of the Subject Property except upon the written consent of DEVELOPER or OWNERS during said five (5) period. After said five (5) year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved on the Preliminary Plan for the Subject Property, alter or eliminate any of the ordinance variations modifications, departures or deviations provided for herein, nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of CITY.

(i) The foregoing to the contrary notwithstanding, in the event CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Subject Property pursuant to the express and specific mandate of any superior governmental authority, and applicable generally within CITY and not specifically to the SUBJECT PROPERTY, such ordinance or regulation shall apply to the Subject Property and be complied with by DEVELOPER and OWNERS, provided, however, that any so called "grandfather" provision

R DJC AA MJF.

contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect. Nothing herein shall be construed as to prevent OWNERS or DEVELOPER from contesting or challenging any such mandate of any superior governmental authority at the sole cost of OWNERS or DEVELOPER in any way legally possible, including, without limitation, by challenging such mandate on its face or as applied to the Subject Property in any administrative or judicial forum having jurisdiction,

(ii) The ordinance amendments pending on the date of this Agreement shall apply to the Subject Property as though they had been approved by CITY Council in substantially the same form, content and wording as those copies attached hereto as Exhibit "N" and to the extent they are passed by the City Council and effective and applicable generally to all property in CITY, within thirty (30) days of the date of this Agreement, except that, should the final applicable form of such ordinance amendments, as passed by CITY Council be more favorable to Developer, than the form(s) attached as Exhibit N, then the more favorable, approved and applicable versions of said ordinance amendments shall replace Exhibit N.

A-2. Notwithstanding any of the terms or provisions of this Agreement, no change, modification or enactment of any ordinance, code or regulation, so long as they do not affect CITY's ISO insurance rating, shall be applied during the five (5) year period following the execution of this Agreement by all parties so as to: (i) affect the zoning classification of the Subject Property or any Parcel or Phase thereof, (ii) affect CITY'S Bulk Regulations, including, but not limited to, setback, yard height, FAR and frontage requirements, (iii) affect the uses permitted under the Zoning Ordinances of CITY specified under this Agreement, (iv) interpret any CITY ordinance in a way so as to prevent DEVELOPER or OWNERS or their assigns from developing the Subject Property or any Parcel or Phase thereof in accordance with this Agreement. Except as modified by the previous sentence and the provisions hereof or other terms and provisions of this Agreement, OWNERS and DEVELOPER, shall comply in all respects with the conditions and requirements of all ordinances of CITY, applicable to the Subject Property and all property similarly situated and zoned within CITY as such ordinances may exist from time to time subsequent to annexation to CITY, provided, however, notwithstanding any other provision of this Agreement, if there are ordinances, resolutions, regulations, or codes or changes thereto which are less restrictive in their application to similarly situated and zoned lands, then DEVELOPER and OWNERS, at their election, shall be entitled to application of such less restrictive ordinances, regulations and/or codes to the Subject Property and any Parcel or Phase thereof.

A-3. DEVELOPER, OWNERS and all successor parties in interest to the Subject Property or any Parcel or Development Phase thereof shall be entitled to take advantage immediately of any subsequently adopted amendment(s) to CITY'S

ordinances, regulations, resolutions and/or codes that establish provisions that are less restrictive than the provisions of CITY'S current codes in effect as of the effective date of this Agreement so long as such less restrictive provisions do not frustrate the purpose of this Agreement or the intent of the parties relative to the development of the Subject Property or any Parcel or Development Phase thereof. In the event of any conflict between the provisions of this Agreement, and the ordinances, codes, regulations and resolutions of CITY, the provisions of this Agreement shall control over the provisions of any ordinances, codes, regulations and resolutions of CITY.

B. Performance Standards. CITY agrees to the following design standards for the land use areas as shown on the Preliminary PUD Plan (each of the land use areas is referred to as a "Pod"):

1. Single Family – Detached (Pod 1 – 85 units; Pod 2-120 units; Pod 6-84 units):

a. Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than 25' in depth, in which case the Minimum Lot Size may be reduced to 10,000 s.f.; except on lots adjacent to Galena Road and Illinois Rte. 47, in which case the minimum open space shall be 25' in depth in addition to the 30 foot roadway landscape buffer;

b. Minimum Lot Width – 80 feet;

2. Courtyard Homes – Single Family Attached - (Pod 3 – 128 units; Pod 7-177 units):

a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;

b. Minimum building envelope area shall be 9,000 square feet;

c. Minimum building envelope width shall be 90 feet;

d. Minimum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);

e. Maximum number of dwelling units per building shall not exceed eight (8).

3. Townhome - Single Family Attached (Pod 5-146 units; Pod 8-150 units):

a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;

R DK as MJF

b. Minimum building envelope area shall not exceed 9,000 square feet;

c. Maximum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);

d. Maximum number of dwelling units per building shall not exceed eight (8).

4. Commercial Area.

a. Standards - Site plan to be submitted with preliminary and final PUD plan for Commercial Area in the B3 Service Business District – to be developed in accordance with standards in effect at the time of the execution of this Agreement, and subject to the PUD process.

B. Residential Setbacks. CITY agrees to the following setbacks as shown on the Preliminary Plan:

1. Single Family – Detached – (Pods 1, 2, and 6):

a. Front yard 30'

b. Exterior corner side yard 30' (25' on lots containing a 3-car garage with Special Use as permitted pursuant to Recital G, herein as identified on the Preliminary PUD Plan)

c. Side yard 8.5' (7.5' on lots containing a 3-car garage). The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to 10' to accommodate this condition.

d. Rear yard 40'

2. Courtyard Homes – Single Family Attached (Pods 3 and 7):

a. Front yard
(i) if adjacent to internal public right-of-way - 20'
(ii) if adjacent to private street – 20' from private roadway
(iii) no public utilities shall be located within 15' of any building, as measured perpendicular to the utilities

b. Exterior corner side yard 20'

c. Side yard 10'

d. Rear yard 25' unless adjacent to the Rob Roy Creek Open Space Corridor, in which case the rear yard setback may be reduced to 10'

3. Townhome Parcel – Single Family Attached (Pods 5 and 8):

a. Front Yard
(i) if adjacent to internal public right-of-way - 20'
(ii) if adjacent to private street – 20' from edge of pavement (if the driveway access to the public street is provided in this location, then the setback shall be 30'

b. Exterior corner side yard 20'

c. Side yard 10'

d. Rear yard 25' unless adjacent to the Rob Roy Creek corridor open space, said setback may be reduced to 10'

4. Minimum Building Separations (Pods 3, 5, 7 and 8) up to ten percent (10%) of the buildings in each pod are permitted to have building separations as follows:

a. Rear to rear 50'

b. Front to side 30'

c. Front to front 40'

d. Unless otherwise set forth and depicted on the Preliminary PUD Plan, all other minimum building separations shall be as follows:

(i) Rear to rear 60'

(ii) Front to side 40'

(iii) Rear to front 80'

(iv) Garage to garage 60'

(v) Side to rear 40'

(vi) Side to side 20'

(vii) Front to front 50'

5. Fire Suppression – Single-family attached. The DEVELOPER will install in any Single-family attached unit that is 150 feet or greater from any public or

privates street, a 13R fire suppression system or equivalent, if so requested by CITY after consultation with the fire protection district.

6. Architectural Standards – Not less than 50% of the total area comprising the front and side elevations of all single-family attached units, shall have a facade of brick or stone material.

7. Commercial Area – Standards – Site plan to be submitted with preliminary and final plan for the Commercial Area.

D. Clubhouse/Recreational Facilities. Developers agree to substantially complete the clubhouse and other recreational facilities on or before December 31, 2008, subject to force majeure, abnormal weather conditions and delays that are solely within the control of CITY.

10. BUILDING PERMITS AND RELATED INSPECTIONS.

A. CITY shall act upon each application for a building permit for which DEVELOPER, OWNERS, or their duly authorized representatives shall apply, in accordance with the approved final plat and approved final engineering for the development of any Phase of the Subject Property, within fifteen (15) business days of the date of the application therefor or within fifteen (15) business days of receipt of the last of the documents and information required to support such application, whichever is later. If the application is disapproved, CITY shall provide the applicant with a statement in writing specifying the reasons for denial of the application including specifications of the requirements of law that the applicant and supporting documents fail to meet. CITY agrees to issue such building permits upon the compliance with those legal and documentary requirements so specified by CITY.

B. Subject to any other necessary governmental regulatory approval, CITY shall permit DEVELOPER or OWNERS and their duly authorized representatives, to install temporary waste water holding tanks and temporary water facilities to serve sales offices or similar temporary structures, and model buildings constructed on the Subject Property or any Parcel or Phase thereof, provided that each such temporary tank and temporary water facility shall be removed and disconnected and said structures shall be connected to the sewer or other permitted waste disposal systems, and water mains, at DEVELOPER'S or, as may be applicable any OWNER's sole cost, at such time as sewer and water systems become available.

C. No permit fees, plan review fees or inspection fees shall be imposed by CITY unless the same are lawful and being collected by CITY from owners, users and developers of similarly situated and zoned property within CITY limits as of the date of the imposition of such fees.

11. BUILDING CODE. The building codes for CITY in effect as of the date of this Agreement are as set forth in Exhibit "O". Notwithstanding the provisions of Paragraph 9 of this Agreement, all deletions, or additions to the building codes of CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Subject Property upon the expiration of the twelfth (12th) month following the effective date of such deletion, or addition, whether or not such date occurs during the five (5) year period next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for herein and so long as they do not affect CITY's ISO insurance rating.

12. FEES AND CHARGES. During the first five (5) years following the date of this Agreement, CITY shall impose upon and collect from OWNERS and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout CITY.

13. CONTRIBUTIONS. No OWNERS and no DEVELOPER shall be required to donate any land or money to CITY, except as otherwise expressly provided in this Agreement. CITY expressly acknowledges that park donations are within CITY's control and incorporated herein.

14. OWNERS'S/DEVELOPER'S CONTRIBUTIONS. As may be applicable, OWNERS or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville Parks and Recreation Department ("**Recreation Department**") for the estimated impact which is projected to be experienced by the School District and the Recreation Department as a result of the development of the Subject Property in the manner provided for under this Agreement:

A-1. School Contribution. OWNERS and DEVELOPER shall provide a combination contribution of land to the School District and cash-in-lieu of land to the School District for use by the School District for a school building and associated grounds ("School Contribution"). The total land area required for the School Contribution pursuant to applicable ordinances of CITY, based upon the PUD Plan, is 26.162 acres. OWNERS and DEVELOPER shall cause fee title to no less than 15.0 acres of land ("School Site"), identified on the Preliminary PUD Plan, to be conveyed to the School District, in partial satisfaction of the School Contribution. The balance of the School Contribution shall be paid by a cash contribution not to exceed $647,396 in accordance with the 1997 Annexation Agreement, as applicable, at the time that building permits are issued by CITY for residential units and in the amount attributable on a pro rata basis to the number of residential units for which said building permits are then issued. The School Site shall be maintained by the UNDESSER OWNERS until such time that it is conveyed in such manner and at such time as required by applicable ordinances of CITY. The OWNERS or DEVELOPER shall convey the School Site to the School District within 18 months of City Council approval of the final subdivision plat containing the School Site. Prior to conveyance of the School Site, OWNERS A and B shall, at their expense, grade, seed and prepare the School Site

in accordance with the approved Final Engineering. The School Site is combined with the Park Site, generally south of Pod 1 and north of Pod 2 as depicted on the Preliminary PUD Plan.

A-2 If the School District does not actually use the School Site for a classroom school building and parking and play area within eight (8) years after the recording of the Final Plat for that Phase of Development in which the majority of the school site is located, then the School District shall have the obligation to convey the School Site to the person, persons, or entity that deeded the School Site to the School District, or to the said grantor's respective successor or assign, provided that the party entitled to re-conveyance of the School Site shall have the obligation to pay to the School District, as consideration for the re-conveyance, a sum of money equal to the cash payment that would be required at the time under the CITY ordinance governing land/cash donations for school purposes. The party entitled to re-conveyance shall have the option to reject a re-conveyance of the School Site as provided in this paragraph by delivery to the School District of a written and properly signed declaration to that effect. The deed required for the contribution of the School Site to the School District shall contain a reference to the School District's obligation to re-convey the School Site in accordance with the terms and conditions set forth in this paragraph. At the request of the proper party the CITY shall make a diligent and good faith effort to assist the party, at that party's expense, in obtaining the re-conveyance of the School Site as provided herein, including application of the power of eminent domain, if necessary. In the event of a re-conveyance of the School Site, the School Site land shall be governed by the uses permitted for a R-2 zoning classification and be subject to further CITY review and plat approval.

A-3. The DEVELOPER and OWNERS agree to pay a transition fee to the School District in the amount of $3000.00 per unit for residential units within the Subject Parcel. Attached hereto and incorporated as Exhibit "P" is a letter from the School District requesting the reservation of 15.0 acres of land for a future school site in lieu of that proportionate share of cash. All school transition fees will be paid at the time of issuance of building permit. No other existing or future school transition fees or school impact fees of any kind will apply with respect to the SUBJECT PROPERTY.

A-4. The method of payment will be in accordance with CITY's procedure for such payments as of the date of this Agreement. This procedure is for the builder of a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the amount paid and then for this receipt to be presented by the BUILDER to CITY prior to the issuance of a building permit for that unit, on a lot by lot basis.

B. Park Contribution. OWNERS or DEVELOPER shall provide a contribution of land and cash-in-lieu of land to CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of CITY, as depicted on the Preliminary PUD Plan is

R DJK MF.

24.035 acres. OWNERS or DEVELOPER shall cause fee title to not less than 12 acres of land located above the 100-year floodplain (**"Park Land Donation"**) identified on the Preliminary PUD Plan to be conveyed to CITY, in partial satisfaction of the Park Land Donation. The balance of any Park Land Donation shall be paid by a cash contribution not to exceed $711,834 in accordance with this Agreement as applicable and CITY ordinances at the time that building permits are issued by CITY for residential units, and in the amount attributable on a pro rata basis to number of residential units for which said building permits are then issued of this agreement. Each parcel park site shall be maintained by the OWNERS or DEVELOPER until such time that they are conveyed to CITY. Each separate park parcel, or portion thereof, shall be conveyed to Park District within 18 months of CITY Council approval of the final subdivision plat containing said Park Parcel. Prior to conveyance of the each park parcel, OWNERS or DEVELOPER shall, at its expense, grade, seed and prepare the park parcel in conformity with the Final Engineering and Park Development Standards. DEVELOPER shall receive 50% credit toward the dedication of the 3.2 Acre Park Regional Trail Parcel as identified on the Preliminary PUD Plan. DEVELOPER, at its sole discretion, may elect to construct the trail improvements within said parcel in accordance with Yorkville Park Department Development Standards, or contribute the remaining 50% area (equal to 1.6 acres) as cash-in-lieu fees at the aforementioned contribution rate of $58,000 per acre.

C. The following fees shall be paid to CITY for each unit:

Development fees.

Public works	$ 700
Police	$ 300
Engineering	$ 100
Parks	$ 50
Building	$ 150
Library	$ 500
Bristol/Kendall Fire	$ 300
City Sewer Connection Fee	$2,000
City Water Connection Fee	
-Single family attached	$2,200
-Single family detached	$2,600
Water Meter Fees	
-Detached Units	$ 250
-Attached Units	$ 325

D. Roadway Improvement Contributions – CITY agrees that the OWNERS' and DEVELOPERS' contribution for Roadway Improvement Contribution shall be satisfied with the applicable OWNER or DEVELOPER as the case may be, completing improvements to the adjacent portions of Corneils Road, improvements to the intersection of Route 47 and Corneils Road, and improvements to the intersection of Route 47 and Galena Road as required by the Illinois Department of Transportation, and improvements to Galena Road required by the Kendall County Department of Transportation and other than turn lane improvements at the proposed entrances to the Subject Property as depicted on the Preliminary PUD Plan in conformance with the improvements identified in the attached Exhibit Q. OWNERS' and DEVELOPER'S Roadway Contributions shall be allocated in an amount not to exceed $2,000.00 per unit up to a total not to exceed $1,780,000.00.

E. Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit on a pro rata basis.

F. DEVELOPER agrees to prepay 50% of the Bristol-Kendall Fire Fee for the Subject Property, in the amount of $133,500 to be paid at the time of recordation of the first Final Plat, and the balance to be paid with each subsequent plat, for a total payment not to exceed $267,000.00

G. DEVELOPER agrees to pay a Siren Fee for the Subject Property of $75.00 per acre, paid in phases at time of such final plat for a total payment of $22,500.00.

H. DEVELOPER agrees to pre-pay the Municipal Building Fee of $150 per unit at the time of recordation of the first final plat, in an amount not to exceed $133,500.

I. DEVELOPER shall be permitted to apply the cost previously advanced by Developer from the Rob Roy Creek Flood Plain Study toward the total amount due for the Engineering Fees, in an amount not greater than $25,000.00

J. DEVELOPER shall be permitted to apply the cost previously advanced under the 1997 Annexation Agreement to the Yorkville Police Department against the fees due for the Police Department, in the amount not greater than $27,500.00.

K. At the occurrence of submittal of each Final Plat of Subdivision, CITY may request partial pre-payment in an amount not more than fifty (50%) percent of portions of the Development Fees as identified in Paragraph 14.C. above. Such fee pre-payment requests shall be based upon a comprehensive study conducted and funded by CITY, showing a specific need. Notwithstanding the foregoing, the election to pre-pay any and all Development fees pursuant to this paragraph shall be at DEVELOPER'S sole discretion. The pre-payment of Development Fees shall not be a pre-requisite for approval of any Final Plat or Plan, and Developer's election to forego pre-payment of Developments Fees, if requested

by CITY, shall not prejudice CITY's review of same or of any other review or issuance of any permit or entitlement hereunder or pursuant to ordinance or statute.

L. The following YBSA Annexation fees shall be charged to the Annexation Parcel only; the Undesser Property shall not be subject to any YBSD fees:

Annexation Fee:	$1500/acre
Interceptor Participation Fee:	$3015/acre

The total fee payable to YBSD for The Property under this Agreement shall be no greater than $194,145.00

15. PROJECT SIGNS.

A. Residential Development Signs. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Subject Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs for the residential portion of the Subject Property at such locations within the corporate limits of CITY as DEVELOPER may designate (individually an "**Offsite Sign**" and collectively the "**Offsite Signs**"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, or subject to the requirements of any permitting authority other than CITY or any commercially available offsite sign. Each Offsite Sign may be illuminated, consistent with CITY's Signage ordinance. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Subject Property as identified in the Preliminary Landscape Plan. Nothing herein shall limit the right of DEVELOPER to construct, maintain and utilize any number of additional offsite subdivision identification, maintenance and location signs for the residential portion of the Subject Property at locations outside the corporate limits of CITY.

B. Commercial Development Signs.

To be submitted with building plans for this area.

16. CERTIFICATES OF OCCUPANCY. CITY shall issue certificates of occupancy for buildings and dwelling units constructed on the Subject Property or any Parcel or Phase thereof within ten (10) working days after proper application therefor or within ten (10) working days after the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, CITY shall provide the

applicant within five (5) working days after receipt of the application of all documentation or information required to support such application, with a statement in writing of the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. CITY agrees to issue such certificates of occupancy upon the applicant's compliance with those requirements of law so specified by CITY.

17. MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE. During the development and build-out period of the SUBJECT PROPERTY (subsequent to final plat approval), OWNERS and DEVELOPER, and such other persons or entities as OWNERS and DEVELOPER may authorize, may construct, operate and maintain model homes and sales trailers within the SUBJECT PROPERTY staffed with OWNERS' and DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices for Westbury Village. The number of such model homes and sales trailers and the locations thereof shall be as from time to time determined or authorized by OWNERS and DEVELOPER.

Off-street parking shall be required for model homes when more than five (5) model homes are constructed on consecutive lots in a model home row. Three (3) off-street spaces will be required for each model home in a model home row, with combined required parking not to exceed thirty (30) off-street spaces. A site plan showing the location of the parking areas and walks will be submitted for review and approval by CITY.

No off-street parking shall be required for individual model homes or sales trailers that are not part of a model home row other than the driveway for such model home/sales trailer capable of parking three (3) cars outside of the adjacent road right-of-way. Building permits for model homes, sales trailers and for up to fifteen (15) production dwelling units for each neighborhood, shall be issued by CITY upon proper application thereof prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon submission of a temporary hold harmless letter to CITY and the Bristol-Kendall Fire Protection District). A final inspection shall be conducted prior to the use of a model home and water shall be made available within 300' of the model home. There shall be no occupation or use of any model homes or production dwelling units until the binder course of asphalt is on the street, and no occupation or use of any production dwelling units until the water system and sanitary sewer system needed to service such dwelling unit are installed and operational.

OWNERS and DEVELOPER may locate temporary sales and construction trailers upon the SUBJECT PROPERTY during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the SUBJECT PROPERTY. A building permit will be required by CITY for any trailer that will be utilized as office space. Prior to construction of the sales trailer the OWNERS and DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for CITY's approval.

OWNERS and DEVELOPER shall have the right to operate a sales office out of the Clubhouse which shall be located north of neighborhood 12 within the SUBJECT PROPERTY.

OWNERS and DEVELOPER hereby agree to indemnify, defend and hold harmless CITY and the Corporate Authorities (collectively "**Indemnitees**") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. OWNERS and DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each neighborhood as the Final Plat and Final Engineering for each such neighborhood is approved by CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnities for each neighborhood.

18. CONTRACTORS' TRAILERS. CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractors' supply storage trailers may be placed upon such part or parts of the Subject Property other than proposed right-of-way, lands to be dedicated to the Public, or floodplain areas as required and approved by DEVELOPER. Said trailers may remain upon the Subject Property until the issuance of the last final building permit for the Subject Property.

19. TEMPORARY SALES OFFICE TRAILERS. CITY agrees to allow the OWNERS/DEVELOPER or Builder to construct and use no more than five (5) temporary sales office trailers, subject to Developer or Builder submitting plans and specifications to the Building and Zoning Department and receiving approval of the same. Said temporary sales office trailer may be constructed within the area referred to as Pod 7 or the commercial pod depicted on the Preliminary Plan. Temporary sales office trailers shall be removed at the earlier of such time as the model home/s or model unit/s being served by said temporary sales office trailer are available for model occupancy, or when 95% of all units on the Subject Property have occupancy permits.

20. TEMPORARY PARKING. CITY agrees to allow DEVELOPER to construct temporary parking facilities (with binder course asphalt) or other appurtenances to the model units and sales office prior to recording a final plat of subdivision for that Phase of the Subject Property upon which the model units and sales offices are to be located subject to the approval of CITY and compliance with CITY'S building codes.

21. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by CITY for the Subject Property, for any of the public improvements constructed to develop the Subject Property for the purpose of serving property other than the Subject Property, CITY shall enter into a Recapture Agreement, as defined in Paragraph 23.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the owner(s) of properties benefited by the same. The improvements which qualify as oversized and the identity of the benefited properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

22. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002 ed.), shall CITY require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

23. RECAPTURE AGREEMENTS.

A. Benefiting the Subject Property. CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 et seq. of the Illinois Compiled Statutes (2002 ed.), at the request of the DEVELOPER, CITY shall enter into agreements for recapture (**"Recapture Agreement or "Recapture Agreements"**) with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "Q" attached hereto (**"Recapture Improvements"**), constructed by DEVELOPER which CITY has determined may be used for the benefit of property (**"Benefited Property"**) not located within the Subject Property which connects to or is otherwise benefited by said improvements. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "R".

B. Encumbering the Subject Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Subject Property of which CITY has any knowledge, or under which CITY is or will be required to collect recapture amounts from OWNERS, DEVELOPER, or their successors, upon connection of the Subject Property to any of such public utilities, nor does CITY have any knowledge of any pending or contemplated request for approval of any such recapture agreement or ordinance which will affect the Subject Property.

24. SPECIAL SERVICE AREA.

A. Dormant SSA. In order to provide for the maintenance of open space and trail areas OWNERS and DEVELOPER agree to execute a consent to the creation of a back-up "dormant" Special Tax Service Area and have approved Ordinances encumbering all residential units within the Subject Property, in the event the Homeowners Association for Westbury Village fails to carry out its responsibilities for maintenance of open space and trail areas, prior to or concurrent with recording of the first Final Plat of Subdivision for the Subject Property.

B. Improvements Special Service Area. CITY, OWNER C and DEVELOPER, and their respective successors, assignees and grantees, agree to cooperate in establishing a Special Service Area (**"SSA"**) for that portion of the Subject Property owned by OWNER C or later acquired by OWNER C, DEVELOPER or any party affiliated with OWNER C or DEVELOPER their affiliates or successors, to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with CITY's Special Tax Bond Policy attached as Exhibit "S". At the request of OWNER C and/or DEVELOPER, the CITY will agree to establish a Special Service Area (SSA) in an amount not less than $10,000,000 nor greater than $20,000,000 to be utilized as a primary funding mechanism for installation of public improvements. The CITY and DEVELOPER shall cooperate in good faith to identify and agree on an

appropriate structure for the financing, which the CITY and DEVELOPER currently believe will consist of a special service area pursuant to 35 ILCS 200/27-5 et seq., but which may be authorized and implemented under other legal frameworks acceptable to the CITY and DEVELOPER. The burden of the assessment is limited to and shall be paid by only those future property owners within the SUBJECT PROPERTY, that is owned by OWNER C or later acquired by OWNER C, DEVELOPER, or any party affiliated with OWNER C or DEVELOPER, their affiliates and successors. OWNER C and DEVELOPER agree to establish a customer service line and shall educate subsequent sales staff personnel and the public regarding any special service area established pursuant to 35 ILCS 200/27-5 et seq., the cost of which shall be included in any administrative fee associated with the special service area.

C. Special Service Area-Financing. CITY agrees that if requested by DEVELOPER, CITY shall cooperate with DEVELOPER in the establishment of a funding mechanism including, without limitation, sales tax rebates or creation of a Special Service Area (SSA) or other public funding mechanism for the purpose of financing all public improvements within the Subject Property or any part or parts or Phase or Phases thereof then owned by the requesting DEVELOPER, including, without limitation, potable water, fire flow and/or water storage facilities, roads, storm water facilities (i.e., storm water sewers, collection and conveyance improvements, detention ponds if they benefit the Subject Property, sanitary sewer facilities, and other public improvements which are acceptable to the SSA and underwriter(s). Such cooperation will include, without limitation, the enactment of ordinances to: (i) create a Special Service Area Tax, and (ii) authorize the issuance and sale of bonds so long as such bonds have no recourse to CITY; as may be requested by DEVELOPER consistent with CITY policy as established by CITY Resolution #2002-04, which is attached hereto and incorporated herein by reference.

D. Economic Development Incentive Agreement. CITY agrees that, if requested by Developer, CITY shall enter into an Economic Development Incentive Agreement for Sales Tax rebates for Public Infrastructure Improvements for the Commercial Area of the Subject Property only. Such sales tax rebates shall be sufficient to provide the cost of Public Infrastructure Improvements reasonably required for authorized commercial uses in the Commercial Area, and shall be paid over such period and in such amount as necessary to retire financing obligations incurred by CITY, or private commercial developers to provide said Public Infrastructure Improvements, including but not limited to purchase and installation of structures, engineering and legal fees.

E. Onsite Easement and Improvements. In the event that during the development of the Subject Property, DEVELOPER or OWNERS as the case may be determines that any existing utility easements and/or lines require relocation to facilitate development of the Subject Property in accordance with the Preliminary Plat, CITY shall fully cooperate with DEVELOPER in causing the vacation and

relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER or OWNERS as the case may be. If any easement granted to CITY as a part of the development of the Subject Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Property as reflected on the Preliminary Plan and this Agreement, CITY shall fully cooperate with DEVELOPER or OWNERS as the case be may in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER or OWNERS as the case may be. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER or OWNERS as the case may be shall pay for the cost of design and relocation of any such easement and the public utilities located therein. CITY also agrees to support and cooperate with OWNERS and DEVELOPER to obtain access to IL Route 47 and/or Galena Road, with applicable government agencies.

25. ON SITE PUBLIC IMPROVEMENTS. The development of public improvements on the PROPERTY shall be in compliance with all Ordinances of CITY except as modified herein, and the approved Preliminary PUD. In addition, said public improvements shall be reviewed by CITY's staff or engineering consultants. Final Plat approval by CITY Council shall be in conformance with CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and of Review Fees Ordinances, Land-Cash Ordinance, School Transition Fee Ordinance, and Development Fee Ordinance, except as modified, which have been voluntarily contracted to between the parties and agreed to by OWNERS and DEVELOPER as a condition of approval of this Planned Unit Development Agreement. Except to the extent modified by this Agreement, the Preliminary PUD Plan Plat and Final Plat of each phase of development, shall comply with all requirements as set out in CITY's Zoning Ordinance and Subdivision Control Ordinance at the time commencement of construction is initiated. No change in CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and Review Fees Ordinance, School Transition Fee, and Development Fee, which have been enacted subsequent to the execution of this Agreement shall alter the lot sizes, setbacks, performance standards, or other standards or requirements for this Development except as provided for in those Ordinances in effect at the time of execution of this Agreement or as modified herein or in any of the attachments hereto. Except as modified herein, DEVELOPER and any successor developers, will be bound by changes in BOCA building codes, building material changes and the like that may be enacted by CITY, so long as the same are applied in a nondiscriminatory manner throughout CITY. In the event any modifications or amendments occur in CITY's Subdivision Control Ordinance or other Ordinances of CITY affecting the subdivision that benefit OWNERS or DEVELOPER, said modifications shall be effective as to the Subject Property in the event OWNERS or DEVELOPER desire to take advantage of any modifications or amendments that are enacted by CITY Council after the date of execution of this Agreement.

26. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, CITY shall obtain all offsite easements necessary for the development of such portion of the Subject Property in accordance with the Preliminary Plan. In the event an

offsite easement is required which was not contemplated in the Preliminary Plan due to a change in circumstances, or in the event CITY is unable to acquire such necessary offsite easement, CITY shall exercise its power of eminent domain to acquire the same, in accordance with the 1997 Annexation Agreement and shall pay the reasonable costs incurred as a result thereof.

27. DISCONNECTION. OWNERS and DEVELOPER agree that DEVELOPER shall develop the Subject Property as a subdivision to be commonly known as Westbury Village in accordance with the Final Plat and Final Engineering Plan approved by CITY in accordance with the terms hereof, and shall not, as either the OWNERS or DEVELOPER of said property, petition to disconnect any portion or all of said property from CITY, unless CITY shall be in material breach of this Agreement. Nothing herein shall preclude OWNERS or DEVELOPER from pursuing any other remedy available to it, judicial or otherwise, for breach of this Agreement by CITY.

28. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of CITY which may be in conflict with the provisions of this Agreement.

29. ANNEXATION FEE. CITY hereby confirms and agrees that no CITY annexation fee shall become due or payable as a result of the development and build-out of the Subject Property as a result of the prior annexation of said property to CITY. CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of CITY with respect to the Subject Property, except as otherwise provided in this Agreement.

30. TRANSFER. It is specifically understood and agreed that OWNERS and DEVELOPER and their successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property or any Phase or Parcel and the improvements thereon to other persons, trusts, partnerships, firms, or corporations for ownership, operation, investment, building, financing, developing, construction and all such purposes, and that said persons, trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations as OWNERS and DEVELOPER have under this Agreement, and upon such transfer, such obligations relating to that part of the Subject Property sold, transferred, mortgaged or assigned shall be the sole obligation of the transferees, except for any security posted by OWNERS and DEVELOPER on any subdivided or unimproved property for which an acceptable substitute security has not been submitted to CITY, and transferor shall be relieved of all duties and obligations hereunder relating to that portion of the Subject Property, Phase or Parcel so sold, transferred or assigned. Without limiting the foregoing provisions of this Paragraph 30, the indemnity, defense and hold harmless provisions of Paragraph 17, shall be the obligation of the specific owner and/or owners of that portion of the Subject Property upon which such work and/or utility installation is occurring.

31. CITY ASSISTANCE. CITY agrees to cooperate and provide any reasonable assistance requested by OWNERS or DEVELOPER in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property, including, but not limited to those required from the IEPA, the Army Corps of Engineers, the Federal Emergency Management Agency, IDOT, the Illinois Department of Natural Resources, Bristol Township, the Yorkville Park Board and Yorkville Community Unit School District 115. CITY further

agrees to reasonably cooperate with OWNERS and DEVELOPER in obtaining all permits and approvals required by the YBSD, the County of Kendall and all other governmental units in connection with the contemplated development of the Subject Property.

32. GENERAL PROVISIONS.

A. Enforcement.

1. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

2. In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the nonbreaching party's seeking of any remedy provided herein; provided, however: (i) any breach by OWNERS reasonably determined by CITY to involve health or safety issues may be the subject of immediate action by CITY without notice or thirty (30) day delay; and (ii) if the cure for any breach that does not involve health or safety issues cannot reasonably be achieved within thirty (30) days, the cure period shall be extended provided the breaching party commences the cure of such breach within the original thirty (30) day period and diligently pursues such cure to completion thereafter.

3. In the event the performance of any covenant to be performed hereunder by either OWNERS, DEVELOPER or CITY is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a CITY license or permit; and any similar case) the time for such performance shall be extended by the amount of time of such delay.

4. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNERS, DEVELOPER and their successors in title and interest, and upon CITY, and any successor municipalities of CITY. It is

understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNERS, DEVELOPER, and CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNERS and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupancy, unless otherwise expressly agreed in writing by such purchaser.

C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to DEVELOPER:

Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to:

Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(ii) If to OWNERS:

John or Richard Undesser, Jr.
10318 Galena Road
Bristol, IL 60512

with a copy to:

Robert E. Nelson
Attorney at Law
Keystone Building
30 South Stolp Avenue, Suite 402
Aurora, IL 60506
Phone: (630) 892-4344
Fax: (630) 892-4371

and

Ocean Atlantic /PFG-Westbury LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to:

Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(iii) If to CITY:

United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, IL 60560
Phone: (630) 553-4350
Fax: (630) 553-7575

with a copy to:

Daniel J. Kramer, Esq.
1007 A1
South Bridge Street
Yorkville, IL
Phone: (630) 553-9500
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (2002 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect such portion or portions of this Agreement as remain. In addition, CITY, OWNERS, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Subject Property.

F. Agreement. This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of CITY Code and Illinois Compiled Statutes. This Agreement may be amended by CITY and the owner of record of a portion of the Subject Property as to provisions applying exclusively thereto, without the consent of the owner of other portions of the Subject Property not affected by such Agreement.

G. Conveyances and Assignments. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNERS or DEVELOPER to sell or convey all or any portion of the Subject Property, whether improved or unimproved, or to assign or sell any rights hereunder to third parties.

H. Necessary Ordinances and Resolutions. CITY shall pass all ordinances and resolutions necessary to permit the OWNERS, DEVELOPER, and their successors or assigns, to develop the Subject Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects, which may arise after the execution of this Agreement.

I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of CITY and DEVELOPER.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

K. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.

L. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

N. No Moratorium. CITY shall not limit the number of building or other permits that may be applied for due to any CITY-imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Unless specifically set forth to the contrary herein, nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.

O. Highways 47, Galena Road, and Corneils Road Entrances. DEVELOPER agrees to comply and pay the cost of compliance with all requirements with regard to entrances into the development from State Highway 47, Galena Road and Corneils Road.

P. 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 Agreement shall be performed in a timely manner by all parties hereto.

Q. Exculpation. It is agreed that CITY is not liable or responsible for any restrictions on CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Property, CITY, the DEVELOPER, or OWNERS, including, but not limited to, county, state or federal regulatory bodies.

R. Use of Plural. Whenever the plural form of a word is used herein, it shall be interpreted to mean the singular form of the same word if the singular form is applicable.

R DJK AS MF

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: _____
Michael J. Ferraguto

Title: President

Dated: _____

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: _____
Michael J. Ferraguto

Title: Chairman and CEO

Dated: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: _____
Mayor

Attest: _____

Dated: _____

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: Richard A. Undesser Jr. John Undesser

Title:

Dated: 8-26-04

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

By: Richard A. Undesser Jr. John Undesser

Title:

Dated: 8-26-04

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: _____
Michael J. Ferraguto

Title: President

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: _____

Title:

Dated: _____

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: _____
Michael J. Ferraguto

Title: Chairman and CEO

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

By: _____

Title:

Dated: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
Deputy Clerk

Dated: 9/9/04

LIST OF EXHIBITS

EXHIBIT "A"	UNDESSER PROPERTY LEGAL DESCRIPTION
EXHIBIT "B"	ANNEXATION PARCEL LEGAL DESCRIPTION
EXHIBIT "B-1"	PLAT OF ANNEXATION
EXHIBIT "B-2"	AMENDED ZONING DISTRICT LEGAL DESCRIPTIONS
EXHIBIT "B-3"	GRAPHIC DESCRIPTION OF AMENDED ZONING DISTRICTS
EXHIBIT "C"	PRELIMINARY PUD "C-1" ALTERNATE PUD PLAN
EXHIBIT "D"	PRELIMINARY LANDSCAPE PLAN
EXHIBIT "E"	PRELIMINARY ENGINEERING PLAN
EXHIBIT "E-1"	RAYMOND OUTFALL STORM SEWER
EXHIBIT "F"	COMMON FACILITIES PLAN
EXHIBIT "G"	RIGHT TO FARM STATEMENT AND STATEMENT AUTHORIZING CONTINUING BUSINESS OPERATIONS
EXHIBIT "H"	DEVIATIONS FROM LOCAL CODES
EXHIBIT "I"	YBSD/ROB ROY CREEK INTERCEPTOR PLAN
EXHIBIT "I-1"	LETTER OF CREDIT FOR SANITARY SEWER FEES
EXHIBIT "I-2"	PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR BOND REPAYMENT
EXHIBIT "J"	EASEMENT AGREEMENT WATER MAIN FACILITIES
EXHIBIT "K"	OPEN SPACE ALLOCATION EXHIBIT
EXHIBIT "L"	WESTBURY VILLAGE HOMEOWNERS ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "M"	SECURITY INSTRUMENT IRREVOCABLE LETTER OF CREDIT
EXHIBIT "N"	UNITED CITY OF YORKVILLE ORDINANCES

(i) Zoning Ordinance

(ii) Subdivision Control Ordinance

EXHIBIT "O"	APPLICABLE BUILDING CODES
EXHIBIT "P"	YORKVILLE SCHOOL DISTRICT SCHOOL DISTRICT SITE LETTER
EXHIBIT "Q"	ADJACENT ROADWAY IMPROVEMENT EXHIBITS
EXHIBIT "R"	RECAPTURE AGREEMENT
EXHIBIT "S"	SPECIAL TAX BOND POLICY

EXHIBIT A

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

EXHIBIT B

ANNEXATION DESCRIPTION

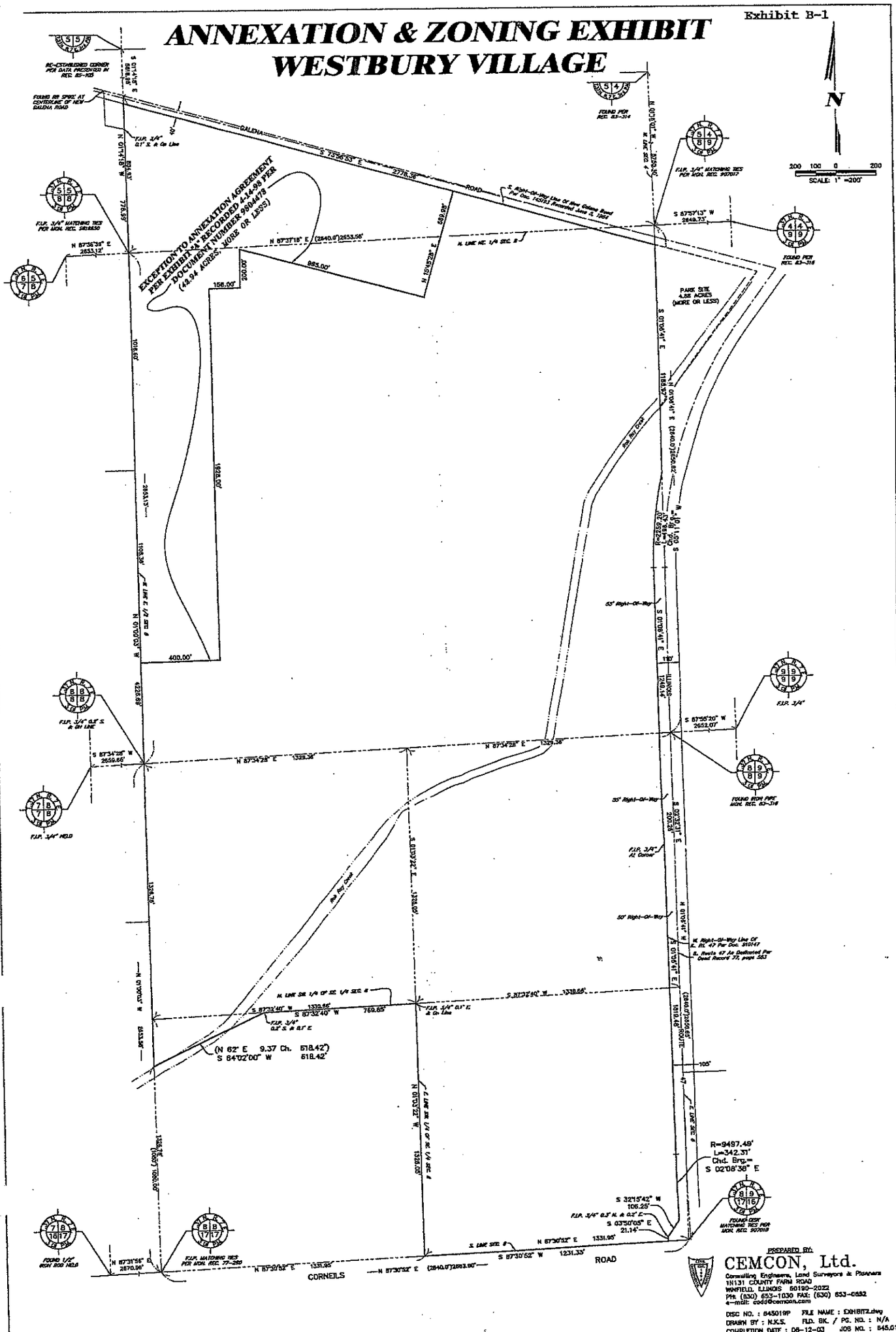
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF THE KENDALL COUNTY RECORDER, AND ALSO EXCEPT THAT PORTION OF GALENA ROAD DEDICATED PER DOCUMENT 145193, AND ALSO EXCEPT THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE CITY OF YORKVILLE, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

Exhibit B-1

ANNEXATION & ZONING EXHIBIT
WESTBURY VILLAGE



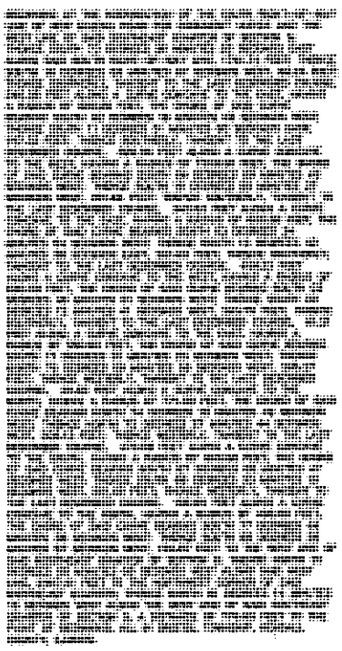
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
1N131 COUNTY FARM ROAD
WINFIELD, ILLINOIS 60190-2022
PH: (630) 653-1030 FAX: (630) 653-0652
e-mail: cadd@cemcon.com

DSC NO. : 845019P FILE NAME : EXHIBIT2.dwg
DRAWN BY : N.K.S. FLD. BK. / PG. NO. : N/A
COMPLETION DATE : 08-12-03 JOB NO. : 845.019

Copyright © 2003 Cemcon, Ltd. All rights reserved.

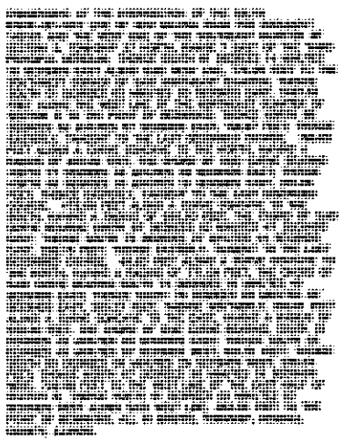
PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



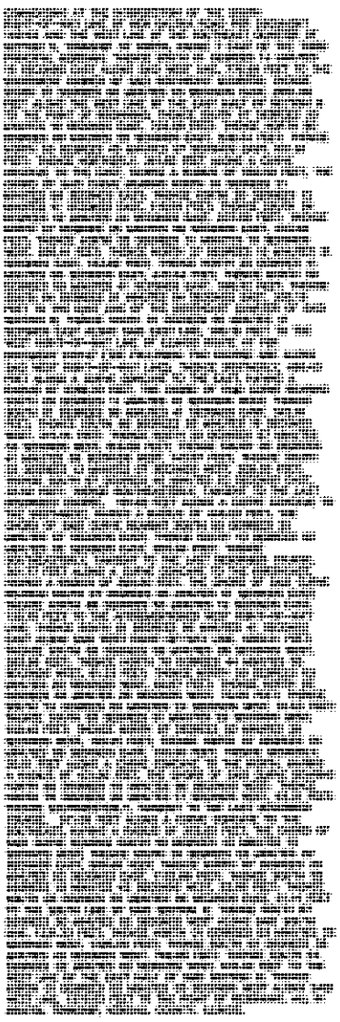
PARCEL 2

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



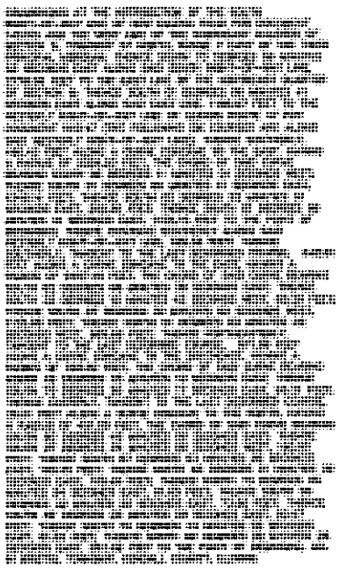
PARCEL 3

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



PARCEL 4

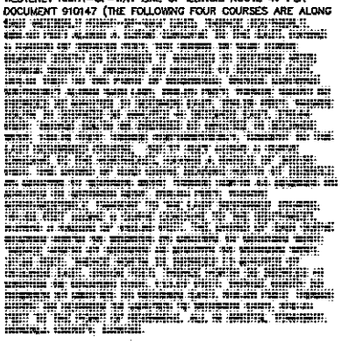
THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



PARCEL 5:

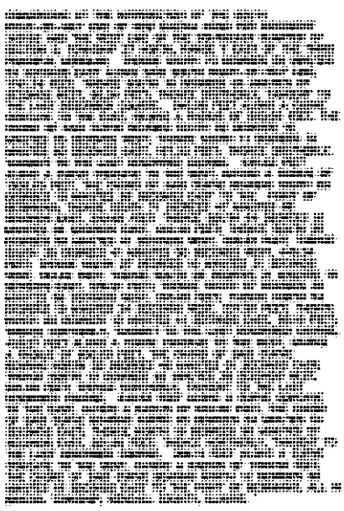
THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2778.36 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 910147 (THE FOLLOWING FOUR COURSES ARE ALONG



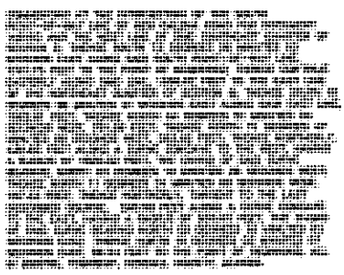
PARCEL 6

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



PARCEL 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60505-9875
PH: (630) 862-2100 FAX: (630) 862-2199
e-mail: cadd@cemcon.com

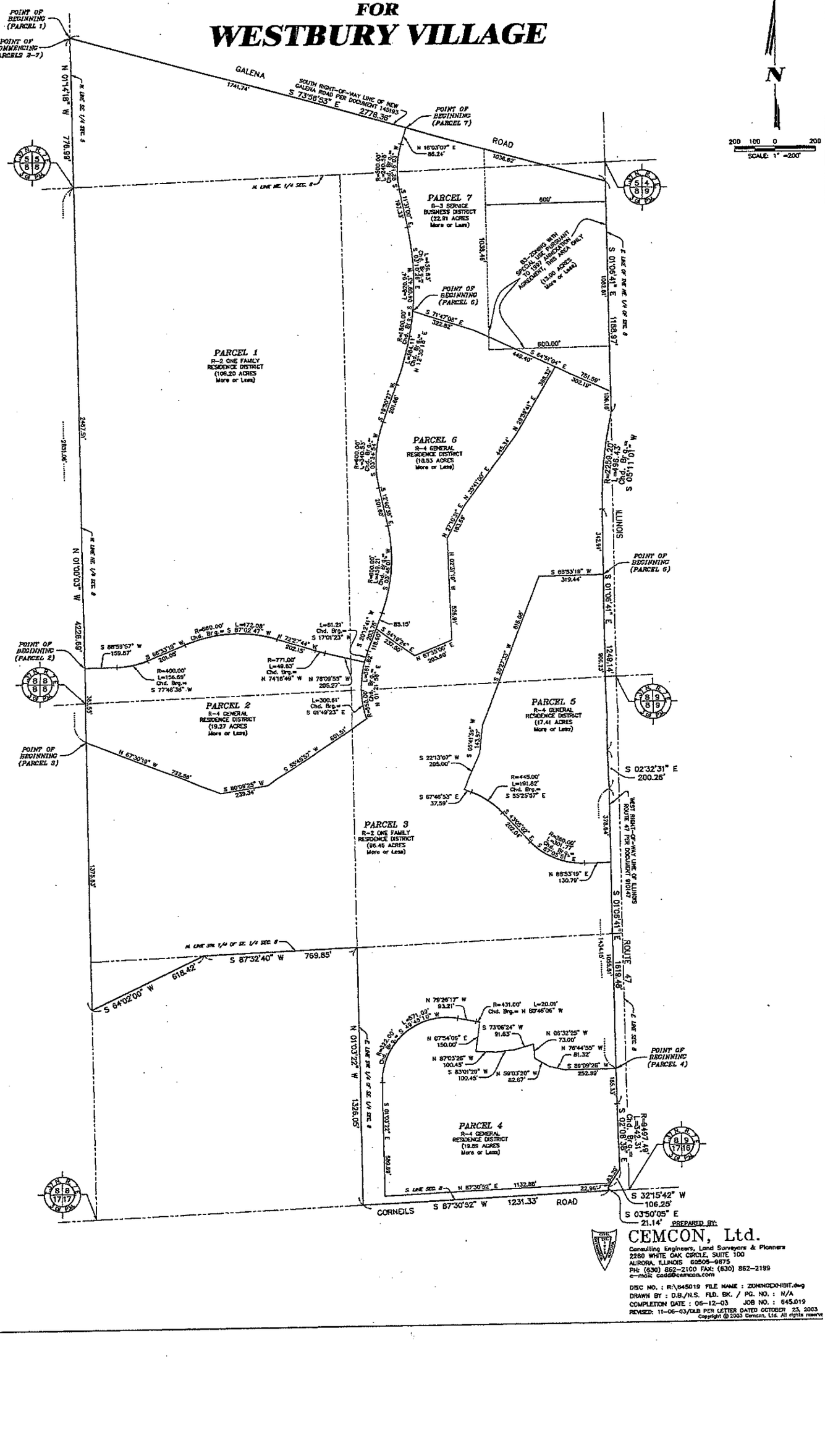
DISC NO. : R:\645019 FILE NAME : ZONINGEXHIBIT.d
DRAWN BY : D.B./N.S. FLD. BK. / PG. NO. : N/A
COMPLETION DATE : 06-12-03 JOB NO. : 645.(

Copyright © 2003 Cemcon, Ltd. All rights res

ZONING EXHIBIT
FOR
WESTBURY VILLAGE

EXHIBIT B-3

SHEET 1 OF 2



PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60505-9675
PH: (630) 862-2100 FAX: (630) 862-2199
e-mail: cadd@cemcon.com

DISC NO. : R:\645019 FILE NAME : ZONINGEXHIBIT.dwg
DRAWN BY : D.B./N.S. FLD. BK. / PG. NO. : N/A
COMPLETION DATE : 06-12-03 JOB NO. : 645.019
REVISED: 11-06-03/DLB PER LETTER DATED OCTOBER 23, 2003

Copyright © 2003 Cemcon, Ltd. All rights reserved

EXHIBIT C

PRELIMINARY P.U.D. PLAN & PLAT

FOR

WESTBURY

PREPARED FOR:

ocean atlantic
1800 DIAGONAL RD. SUITE 425
ALEXANDRIA, VA 22314
PHONE: (703) 299-5060
FAX: (703) 299-5199

SHEET INDEX

LT TITLE SHEET
L1 OVERALL PRELIMINARY P.U.D. PLAN AND PLAT
L2 POD 1, COMMERCIAL, AND SCHOOL PARK SITE
L3 POD 2, POD 3, AND POD 4-B
L4 POD 4-A, POD 5, POD 6, AND POD 8
L5 POD 6 (cont.) AND POD 7

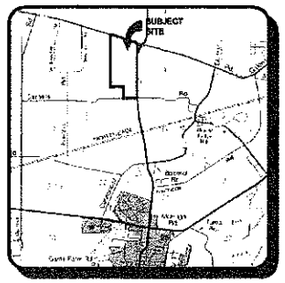
CONSULTANTS

LANDSCAPE ARCHITECT / PLANNER

LANNERT GROUP, INC.
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-8088
(630) 208-8050 (fax)

CIVIL ENGINEER

CEMCON ENGINEERING
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, IL 60504
(630) 862-2100
(630) 862-2199 (fax)



LOCATION MAP
NOT TO SCALE

LANDSCAPE ARCHITECT'S CERTIFICATE

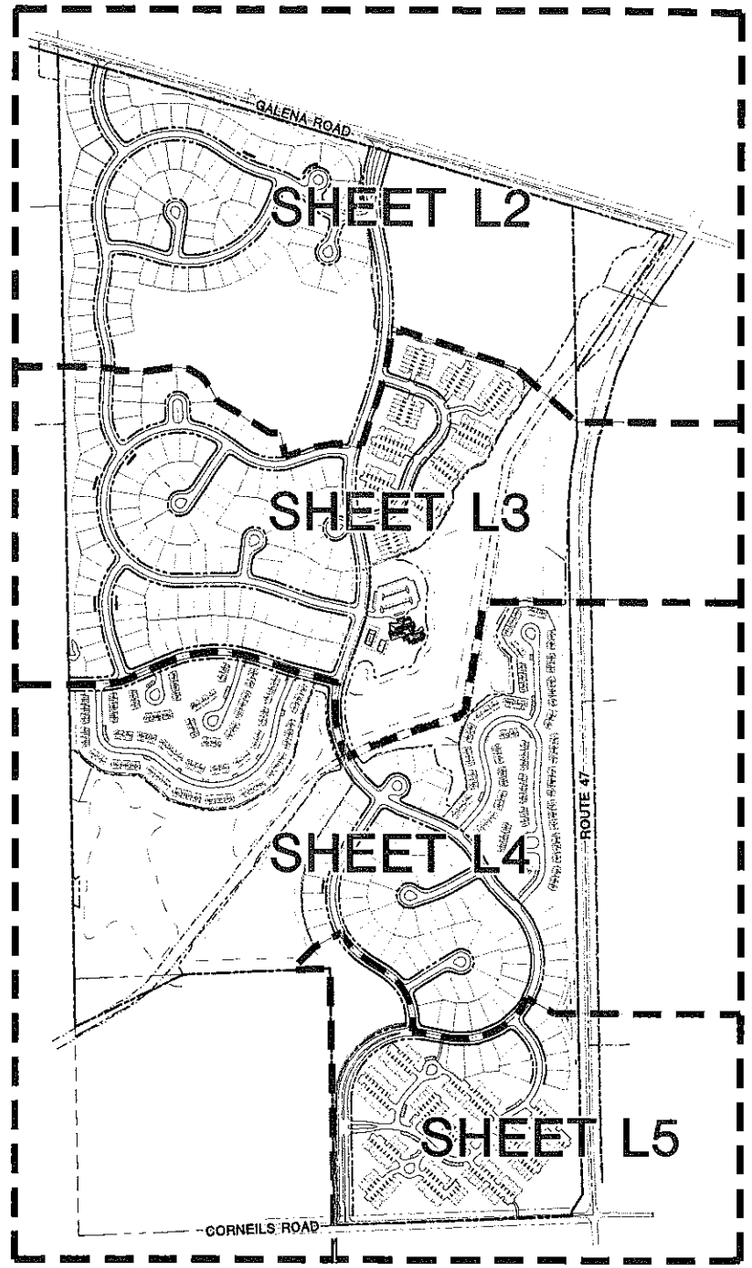
STATE OF ILLINOIS } ss
COUNTY OF KENDALL }

This is to certify that the final landscape architectural plan for Westbury for Ocean Atlantic located at Illinois Route 47 and Galena Road in Yorkville, IL was designed and prepared by an Illinois Registered Landscape Architect.

The Lannert Group, Inc.

PROFESSIONAL LANDSCAPE ARCHITECT GREGORY BRENT STEVENS LAMMERTON REGISTERED STATE OF ILLINOIS

NOTE:
THE LANDSCAPE ARCHITECT AND HIS/HER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE/SHE MAY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE LANDSCAPE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE LANDSCAPE ARCHITECT, OR IN CONTRADICTION TO THE LANDSCAPE ARCHITECT'S WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE LANDSCAPE ARCHITECT BUT OF THE PARTIES RESPONSIBLE FOR THE TAKING OF SUCH ACTION.



SITE MAP
SCALE: 1" = 800'-0"

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: TEL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL RD., SUITE 425
ALEXANDRIA, VA 22314
(703) 299-5060
(703) 299-5199 (fax)

© 2003 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

TITLE SHEET

SHEET NUMBER
LT
1 OF 6

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\LT.dwg DATE PRINTED: Feb 01, 2005 - 11:19am

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:47am

WESTBURY VILLAGE
YORKVILLE, ILLINOIS

1 SINGLE FAMILY A
32.01 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

BUFFER SPACE A
4.19 ACRES

2 SINGLE FAMILY B
45.13 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
116 UNITS

PARK LAND DONATION
12.02 ACRES
5.0 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
3.21 AC. REGIONAL TRAIL

8 SINGLE FAMILY ATTACHED
18.87 ACRES
16.91 AC. LAND AREA
1.96 AC. REGIONAL DETENTION
150 UNITS
8.0 UNITS/ACRE

4-A OPEN SPACE A: CREEK CORRIDOR/ DETENTION - PODS 1, 2, 6
26.07 ACRES

9 COMMERCIAL
22.70 ACRES

3 SINGLE FAMILY ATTACHED
16.75 ACRES
15.29 AC. LAND AREA
1.46 AC. REGIONAL DETENTION
134 UNITS
8.0 UNITS/ACRE

4-B OPEN SPACE B: CREEK CORRIDOR/ CLUBHOUSE
24.12 ACRES

BUFFER SPACE C
.15 ACRES

BUFFER SPACE D
.17 ACRES

BUFFER SPACE E
.15 ACRES

INTERNAL R.O.W.
.61 ACRES

5 SINGLE FAMILY ATTACHED
18.30 ACRES
14.19 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
146 UNITS
8.0 UNITS/ACRE

6 SINGLE FAMILY B
31.68 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
84 UNITS

BUFFER SPACE F
4.09 ACRES

7 SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELL'S ROAD TO AN 80' R.O.W.

OPEN SPACE D
.27 ACRES

BUFFER SPACE G
1.32 ACRES

OPEN SPACE C
2.29 ACRES

BUFFER SPACE B
2.22 ACRES

GALENA ROAD

COMMERCIAL SITE
22.70 ACRES

KENDALL CO. FOREST PRESERVE

FLOODPLAIN

PARK SITE 1
5.00 ACRES

SCHOOL SITE
15.00 ACRES

WESTBURY BLVD.

CLUBHOUSE

NEIGHBORHOOD PARK
3.81 ACRES

ROUTE 47

CORNELL'S ROAD

SITE DATA			
SINGLE FAMILY (12,000 SQ. FT.)	108.82 ACRES	36.2%	289 UNITS
NEIGHBORHOODS 1, 2, & 6			
SINGLE FAMILY ATTACHED	76.27 ACRES	25.0%	601 UNITS
TOWNHOMES (INCLUDES 0.87 AC. STORMWATER REQUIREMENT)	37.10 AC.	296 UNITS	
COURTYARD HOMES (INCLUDES 0.82 AC. STORMWATER REQUIREMENT)	39.17 AC.	305 UNITS	
OPEN SPACE	92.07 ACRES	30.6%	
OPEN SPACE A	16.56 AC.		
OPEN SPACE B	24.12 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	8.62 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	5.00 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	13.29 AC.		
REGIONAL TRAIL	3.22 AC.		
COMMERCIAL	22.70 ACRES	7.6 %	
INTERNAL R.O.W.	.61 ACRES	.2 %	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNELL'S ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4 %	
TOTAL	300.68 ACRES	100%	890 UNITS 2.96 UNITS/ACRE

TYPICAL SINGLE FAMILY LOT

LOTS ADJACENT TO OPEN SPACE

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

OVERALL PRELIMINARY P.U.D. PLAN & PLAT

SCALE IN FEET: 200 100 0 200 400 600

NORTH

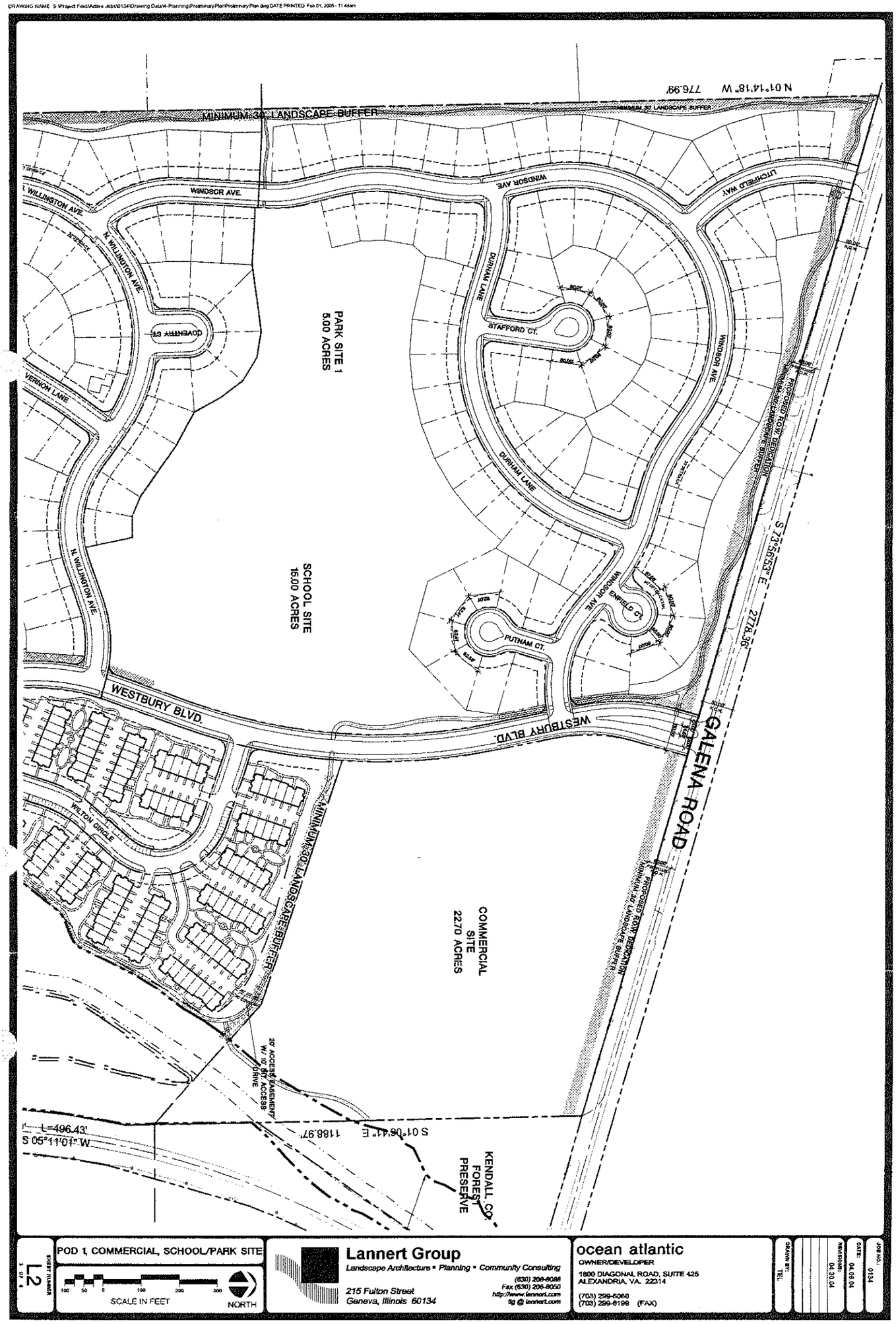
SHEET NUMBER: L1
SHEET 1 OF 6

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8060
(703) 299-8199 (fax)

DRAWN BY:
TEL:
REVISIONS: 04.30.04
DATE: 04.06.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:48am



POD 1, COMMERCIAL, SCHOOL/PARK SITE

SHEET NUMBER L2 OF 1

100 50 0 100 200 300
SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6198 (FAX)

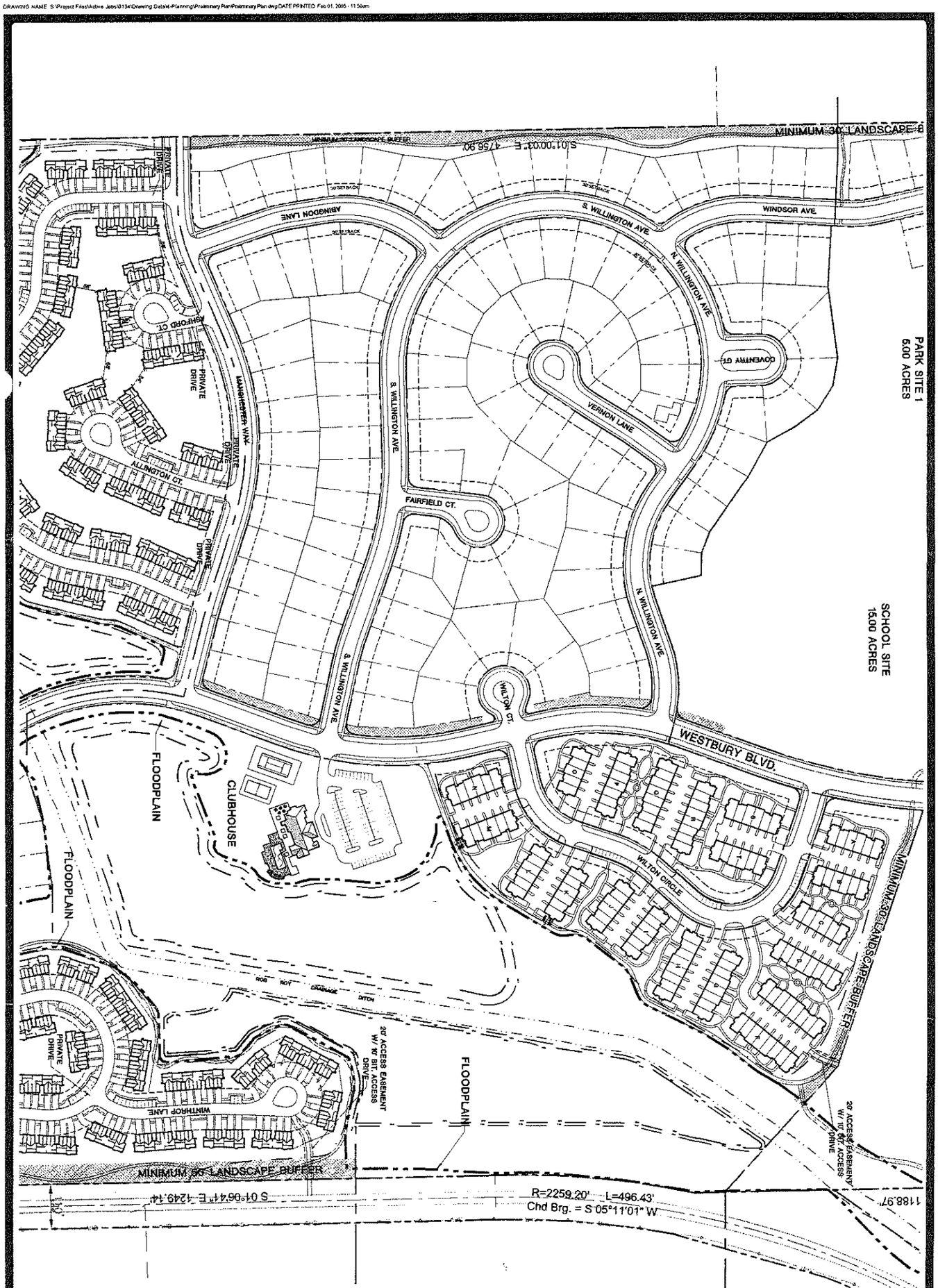
DRAWN BY:
TEL

REVISIONS:
04.30.04

DATE:
04.09.04

JOB NO.:
0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:50am



POD 2, POD 3, & POD 4-B

SCALE IN FEET: 100 50 0 100 200 300

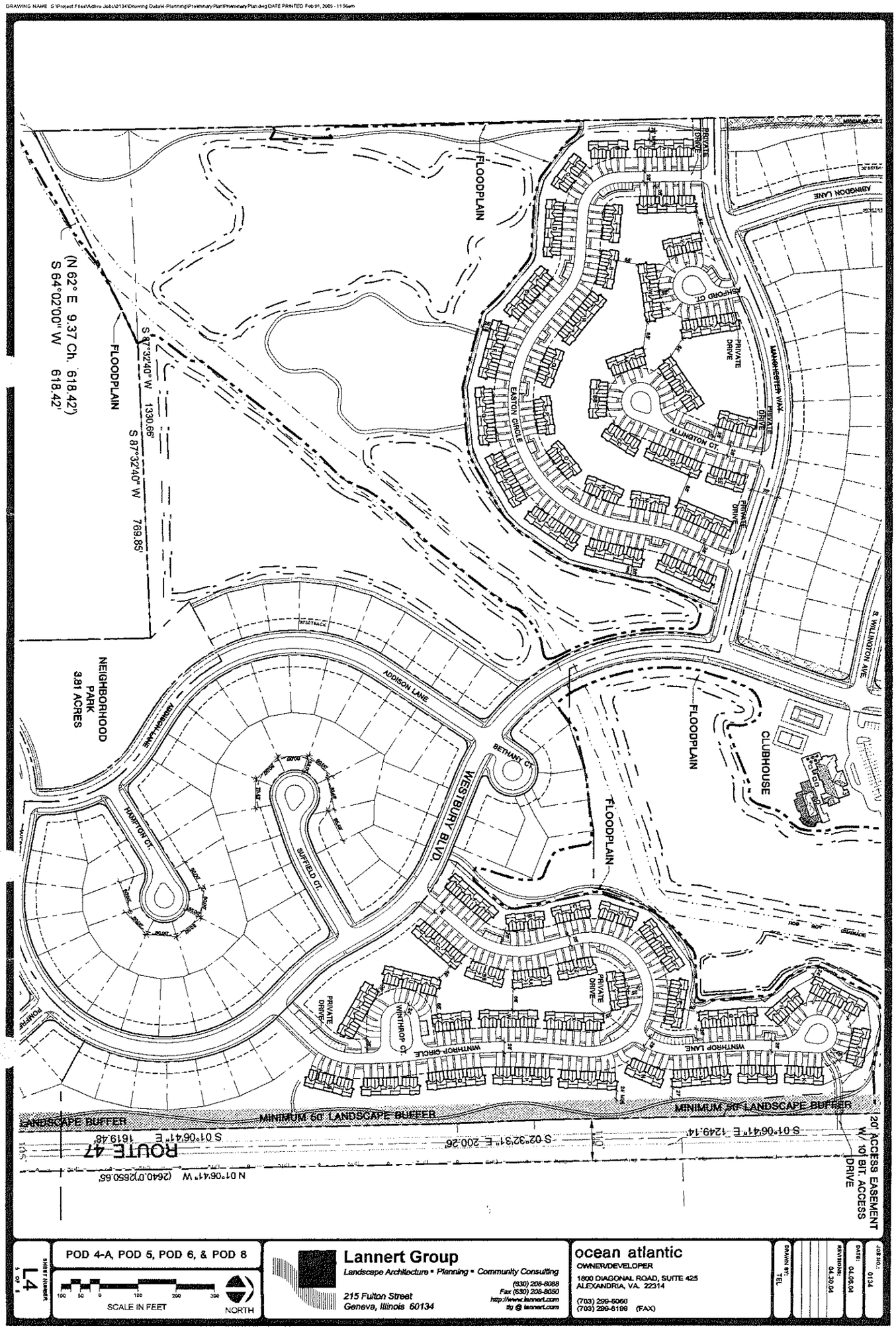
NORTH

SHEET NUMBER: L3

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-8199 (FAX)

DRAWN BY:
TEL:
REVISIONS: 04.30.04
DATE: 04.08.04
JOB NO.: 0134



POD 4-A, POD 5, POD 6, & POD 8

SCALE IN FEET: 100 50 0 100 200 300 — NORTH

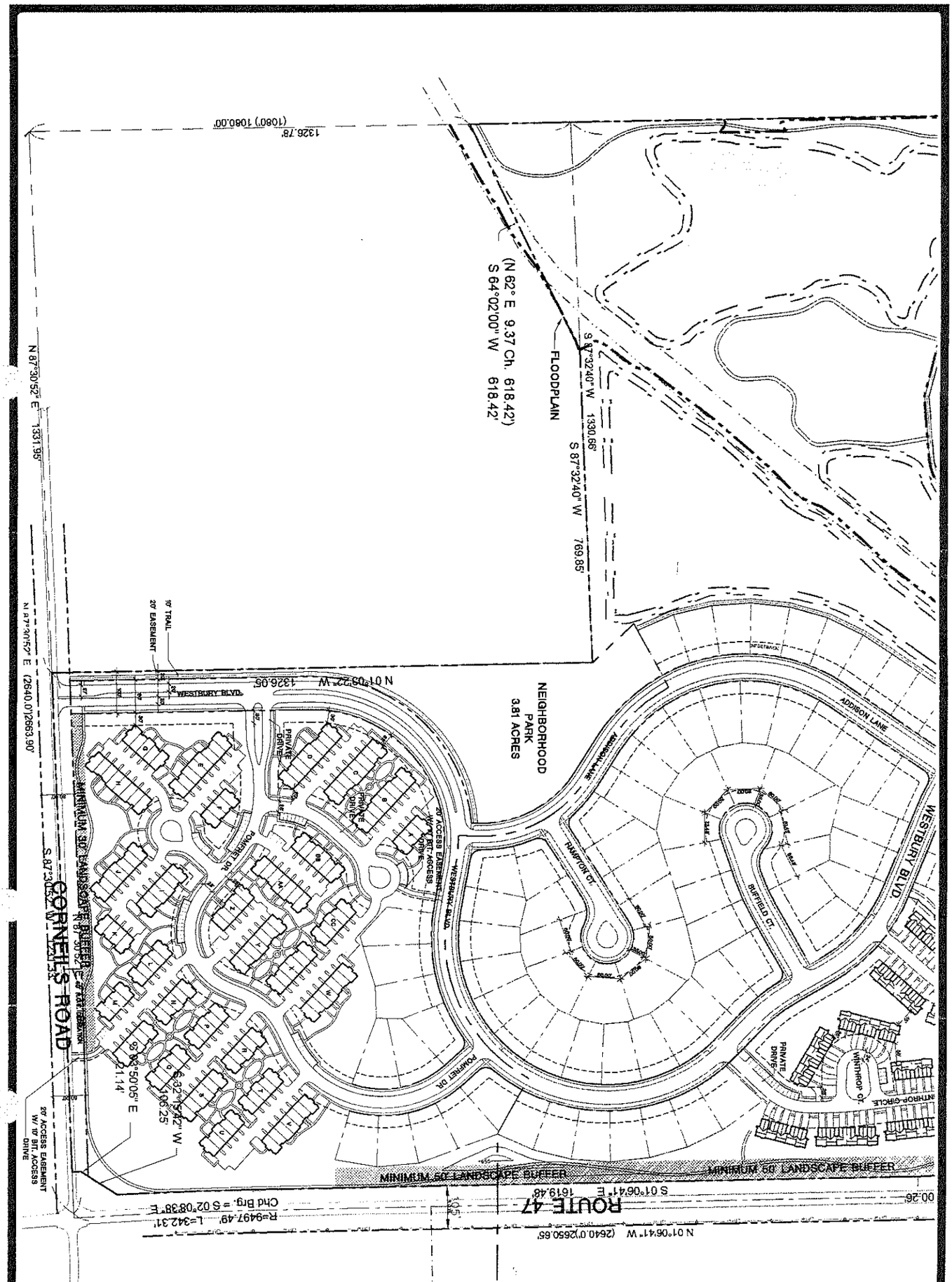
SHEET NUMBER: L4 of 6

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-5060
(703) 299-5199 (FAX)

DRAWN BY:
TEL.
REVISIONS: 04.30.04
DATE: 04.09.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plat\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:51am



POD 6 (CONT.) & POD 7

SCALE IN FEET: 100 50 0 100 200 300

NORTH

SHEET NUMBER: L5 OF

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg@lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-8060
(703) 299-8199 (FAX)

DRAWN BY:
TEL
REVISIONS: 04.30.04
DATE: 04.08.04
JOB NO.: 0134

EXHIBIT D

PRELIMINARY LANDSCAPE PLANS
FOR
WESTBURY

PREPARED FOR:

ocean atlantic
1800 DIAGONAL RD, SUITE 425
ALEXANDRIA, VA 22314
PHONE: (703) 299-8080
FAX: (703) 299-8199

SHEET INDEX

LT	TITLE SHEET
L1	OVERALL LANDSCAPE PLAN
L2	PRELIMINARY LANDSCAPE PLAN
L3	PRELIMINARY LANDSCAPE PLAN
L4	PRELIMINARY LANDSCAPE PLAN
L5	PRELIMINARY LANDSCAPE PLAN
L6	BUFFERYARD PLANTING PLANS
L7	TYPICAL ISLAND PLANTING PLANS
L8	CLUBHOUSE LANDSCAPE PLAN
L9	SIGN PACKAGE
L10	TYPICAL UNIT LANDSCAPE PLAN
L11	TYPICAL UNIT LANDSCAPE PLAN
L12	TYPICAL UNIT LANDSCAPE PLAN
L13	LANDSCAPE SPECIFICATIONS AND DETAILS

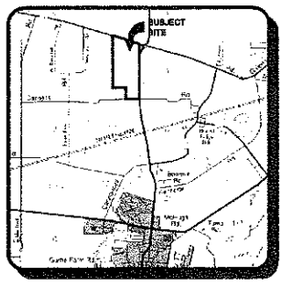
CONSULTANTS

LANDSCAPE ARCHITECT / PLANNER

LANNERT GROUP, INC.
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-8088
(630) 208-8050 (fax)

CIVIL ENGINEER

CEMCON ENGINEERING
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, IL 60504
(630) 862-2100
(630) 862-2199 (fax)



LOCATION MAP
NOT TO SCALE

LANDSCAPE ARCHITECT'S CERTIFICATE

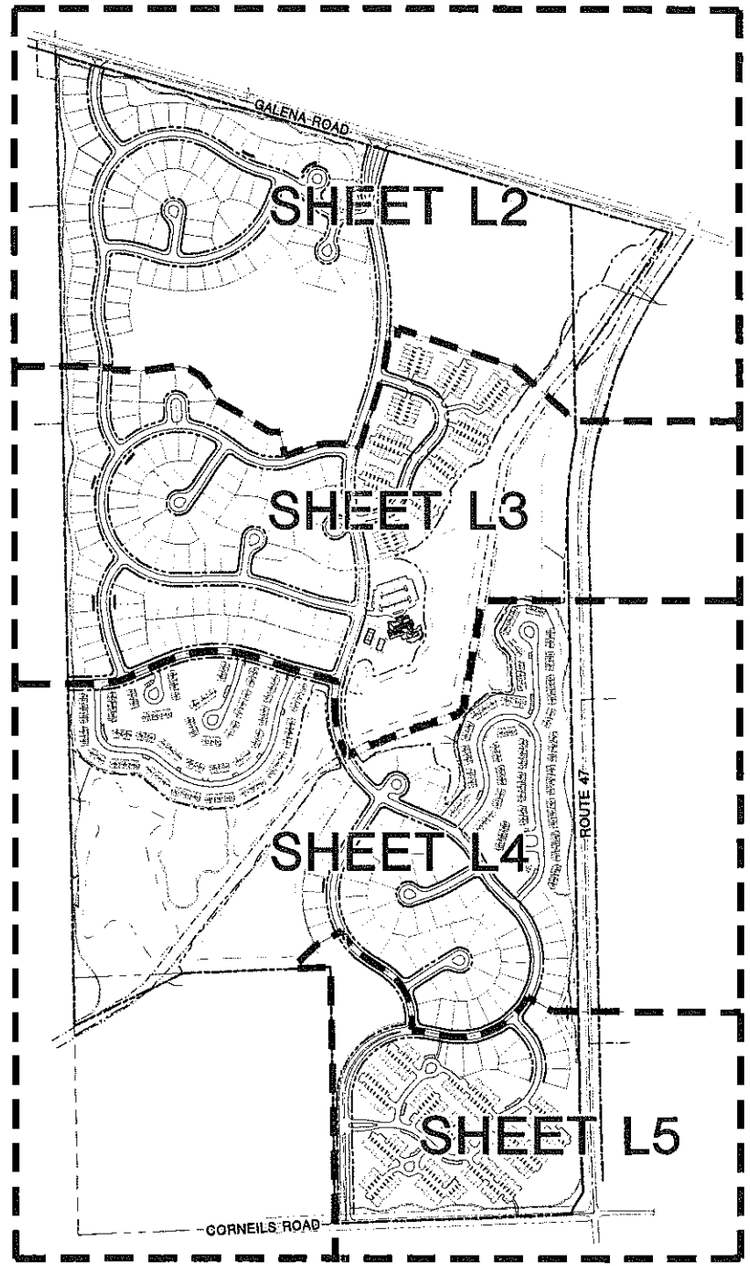
STATE OF ILLINOIS } SS
COUNTY OF KENDALL }

This is to certify that the final landscape architectural plan for Westbury for Ocean Atlantic located at Illinois Route 47 and Galena Road in Yorkville, IL. was designed and prepared by an Illinois Registered Landscape Architect.

The Lannert Group, Inc.

PROFESSIONAL LANDSCAPE ARCHITECT GREGORY BRENT STEVENS 1.A.P.E.P.-001091 REGISTERED STATE OF ILLINOIS

NOTE:
THE LANDSCAPE ARCHITECT AND HIS/HER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE/SHE MAY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE LANDSCAPE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE LANDSCAPE ARCHITECT, OR IN CONTRADICTION TO THE LANDSCAPE ARCHITECTS WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE LANDSCAPE ARCHITECT BUT OF THE PARTIES RESPONSIBLE FOR THE TAKING OF SUCH ACTION.



SITE MAP
SCALE: 1" = 300'-0"

JOB NO.: 0134
DATE: 02.26.04
REVISIONS: 03.24.04, 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL RD., SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8080
(703) 299-8199 (fax)

© 2003 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
(630) 208-8088
Fax: (630) 208-8050
http://www.lannert.com
lg@lannert.com
215 Fulton Street
Geneva, Illinois 60134

TITLE SHEET

SHEET NUMBER
LT
1 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\LT.dwg DATE PRINTED: Feb 01, 2005 - 12:24pm

DRAWING NAME: S:\Project Files\Active Jobs\01341\Drawing Data\S-Landscape Arch\exhibit 1-LS.dwg DATE PRINTED: Feb 01, 2005 - 12:10pm

WESTBURY VILLAGE
YORKVILLE, ILLINOIS

BUFFER SPACE
2.22 ACRES

1
SINGLE FAMILY A
32.01 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

BUFFER SPACE A
4.19 ACRES

2
SINGLE FAMILY B
45.13 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
116 UNITS

PARK LAND DONATION
12.02 ACRES
5.0 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
3.21 AC. REGIONAL TRAIL

8
SINGLE FAMILY ATTACHED
18.87 ACRES
16.91 AC. LAND AREA
1.96 AC. REGIONAL DETENTION
150 UNITS
8.0 UNITS/ACRE

4-A
OPEN SPACE A: CREEK CORRIDOR/ DETENTION - PODS 1, 2, 6
26.07 ACRES

9
COMMERCIAL
22.70 ACRES

3
SINGLE FAMILY ATTACHED
16.75 ACRES
15.29 AC. LAND AREA
1.46 AC. REGIONAL DETENTION
134 UNITS
8.0 UNITS/ACRE

4-B
OPEN SPACE B: CREEK CORRIDOR/ CLUBHOUSE
24.12 ACRES

BUFFER SPACE C
.15 ACRES

BUFFER SPACE D
.17 ACRES

BUFFER SPACE E
.15 ACRES

INTERNAL R.O.W.
.61 ACRES

5
SINGLE FAMILY ATTACHED
18.30 ACRES
14.19 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
146 UNITS
8.0 UNITS/ACRE

6
SINGLE FAMILY B
31.68 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
84 UNITS

BUFFER SPACE F
4.09 ACRES

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELL ROAD TO AN 80' R.O.W.

OPEN SPACE D
.27 ACRES

BUFFER SPACE G
1.32 ACRES

OPEN SPACE C
2.29 ACRES

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

SUGGESTED PLANT MATERIAL LIST

	SCIENTIFIC NAME	COMMON NAME	SIZE	COND
STREET TREES	Acer rubrum 'Autumn Blaze'	Red Maple	2.5" cal	B+B
	Fraxinus americana 'Autumn Purple'	White Ash	2.5" cal	B+B
	Quercus rubra	Red Oak	2.5" cal	B+B
	Tilia cordata 'Greenspire'	Littleleaf Linden	2.5" cal	B+B
SHADE TREES (for berms & specimen)	Acer saccharum 'Flax Hill'	Sugar Maple	2.5" cal	B+B
	Cercis occidentalis	Hackberry	2.5" cal	B+B
	Fraxinus pennsylvanica 'Summit'	Summit Ash	2.5" cal	B+B
	Gymnocladus dioicus	Kentucky Coffeetree	2.5" cal	B+B
	Quercus rubra	Red Oak	2.5" cal	B+B
EVERGREEN TREES	Abies concolor	White Fir	6' Ht.	B+B
	Picea pungens	Colorado Spruce	6' Ht.	B+B
	Picea glauca var. densata	Black Hills Spruce	6' Ht.	B+B
	Pinus nigra	Austrian Pine	6' Ht.	B+B
ORNAMENTAL TREES	Alnus glutinosa	Black Alder	6' Ht. multi-stem	B+B
	Amelanchier x grandiflora	Apple Serviceberry	6' Ht. multi-stem	B+B
	Cercis canadensis	Eastern Redbud	6' Ht. multi-stem	B+B
	Malus 'Sentinel'	Sentinel Crabapple	2" cal.	B+B
SHRUBS	Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	24" Ht.	B+B
	Aronia melanocarpa	Black Chokeberry	24" Ht.	B+B
	Cornus sericea 'Isanti'	Red-twig Dogwood	24" Ht.	B+B
	Euonymus alata	Burning Bush	24" Ht.	B+B
	Forsythia x 'Northern Gold'	Northern Gold Forsythia	24" Ht.	B+B
	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	24" Ht.	B+B
	Hydrangea x 'Bulk'	Anthony Waterer Spirea	24" Ht.	B+B
	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" Ht.	B+B
	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	24" Ht.	B+B

OVERALL LANDSCAPE PLAN

SCALE IN FEET: 200 100 0 200 400 600

NORTH

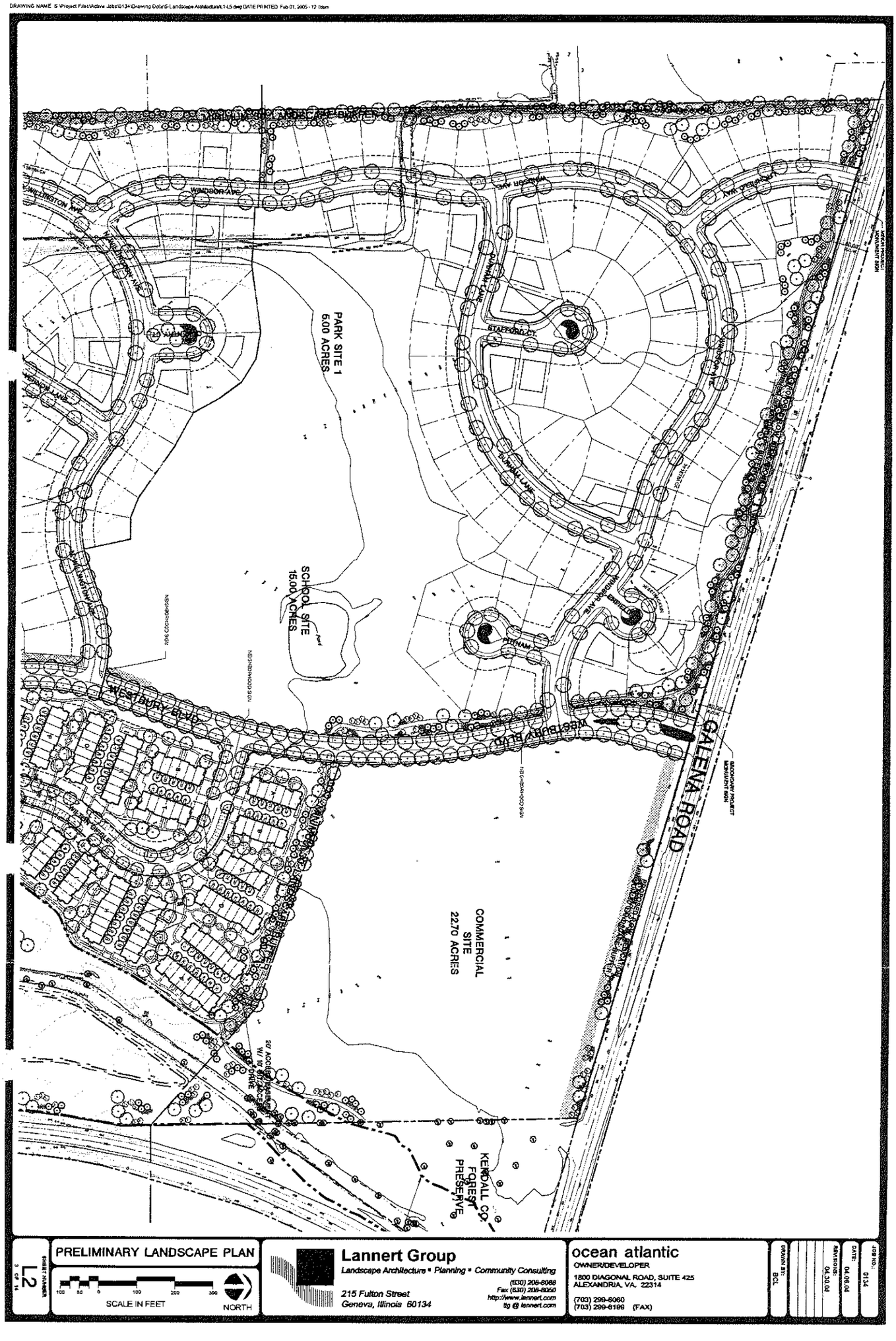
SHEET NUMBER L1 2 OF 14

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6198 (fax)

DRAWN BY: BDL
REVISIONS: 04.30.04
DATE: 04.06.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5-Landscape Architecture\L1-L5.dwg DATE PRINTED: Feb 01, 2005 - 12:18pm



PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET: 100 50 0 100 200 300

NORTH

SHEET NUMBER: L2 3 OF 14

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

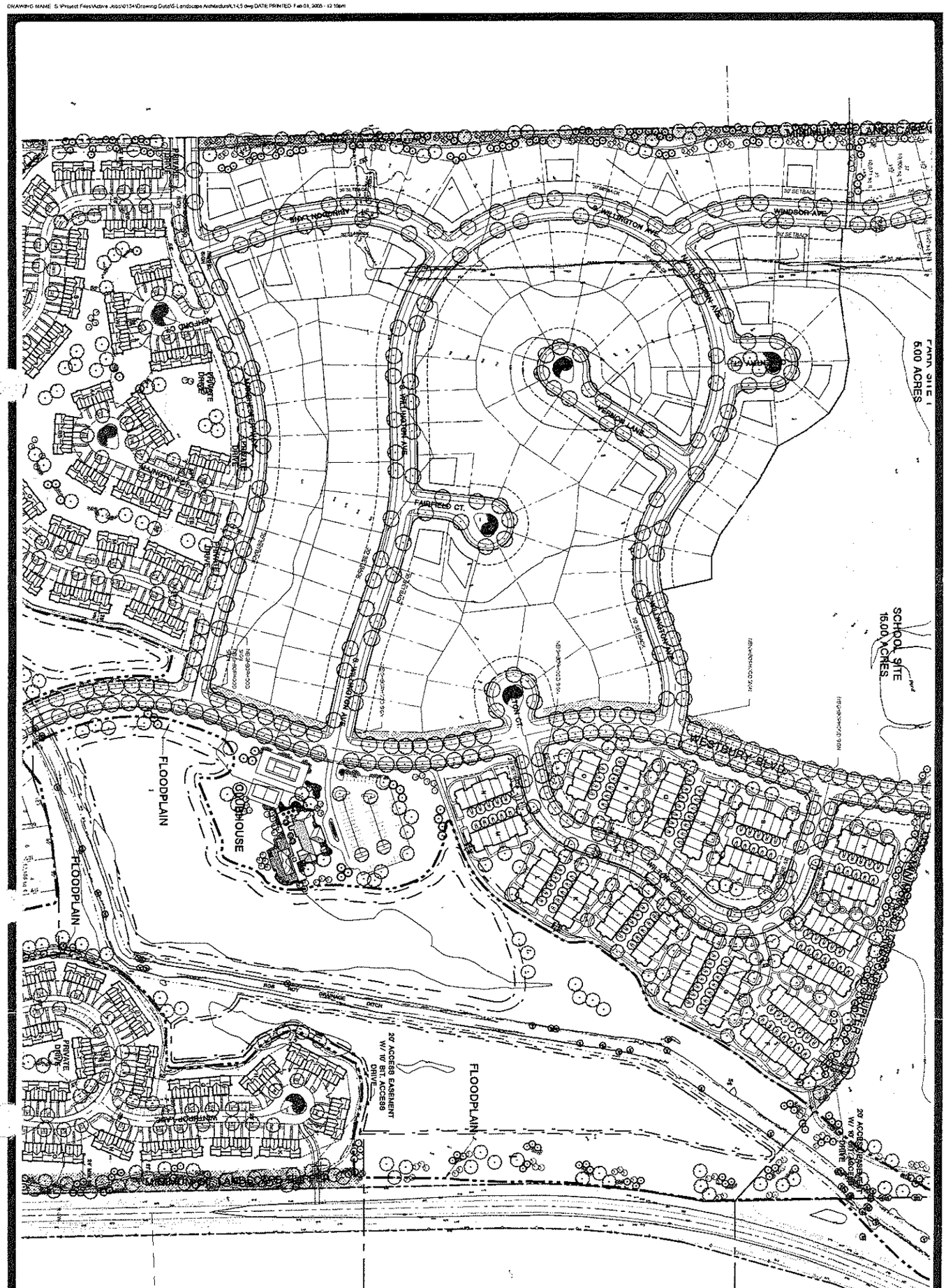
DRAWN BY: BCL

REVISIONS: 04.30.04

DATE: 04.08.04

JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\S-Landscape Architecture\L1-L5.dwg DATE PRINTED: Feb 01, 2005 - 12:19pm



PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET: 100 50 0 100 200 300

NORTH

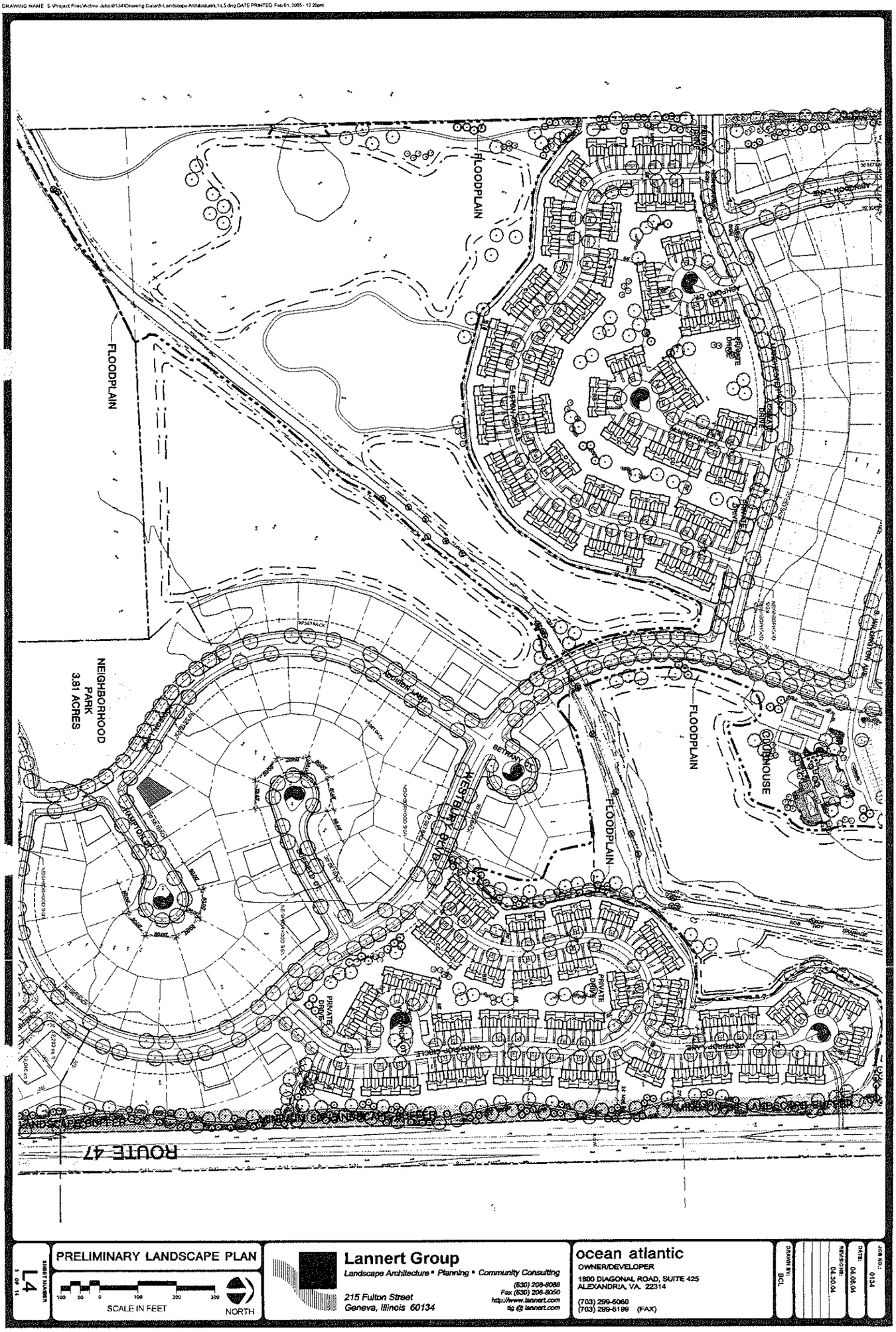
SHEET NUMBER: L3 of 14

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

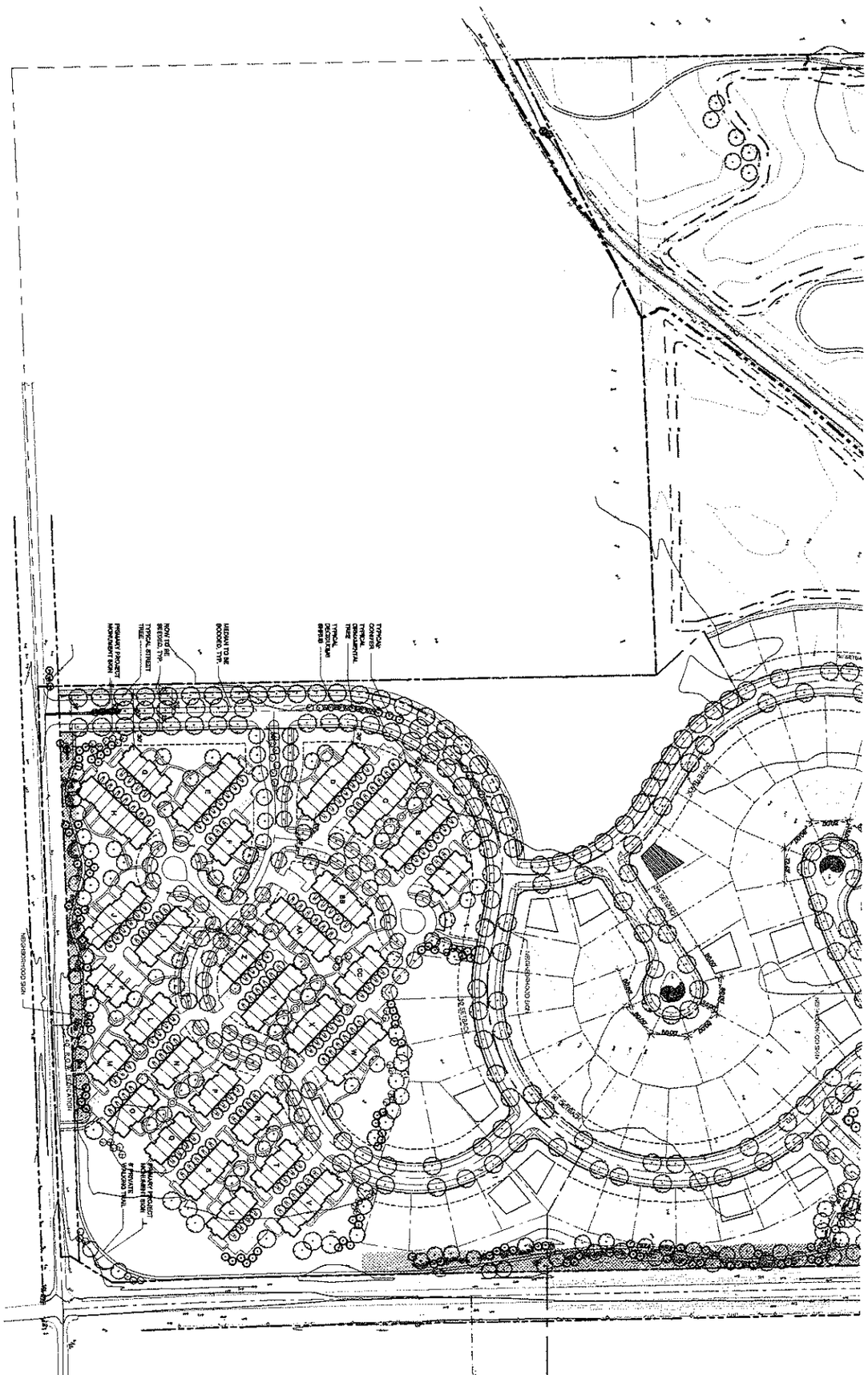
ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

DRAWN BY: BCL
REVISIONS: 04.30.04
DATE: 04.08.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\0-Landscape Architecture\L4-5.dwg DATE PRINTED: Feb 01, 2005 - 12:20pm


FLOODPLAIN
FLOODPLAIN
NEIGHBORHOOD PARK 3.81 ACRES
FLOODPLAIN
FLOODPLAIN
CLUBHOUSE
ROUTE 47
PRIVATE DRIVE
PRIVATE DRIVE
PRIVATE DRIVE
PRIVATE DRIVE
WESTBURY DRIVE
BETHANY CT.
HAMPTON CT.
NEIGHBORHOOD LANE
NEIGHBORHOOD LANE
NEIGHBORHOOD LANE

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5-Landscape Architecture\L1-L5.dwg DATE PRINTED: Feb 01, 2005 - 12:21pm



PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER L5 OF 16

100 50 0 100 200 300
SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

DRAWN BY: BCL

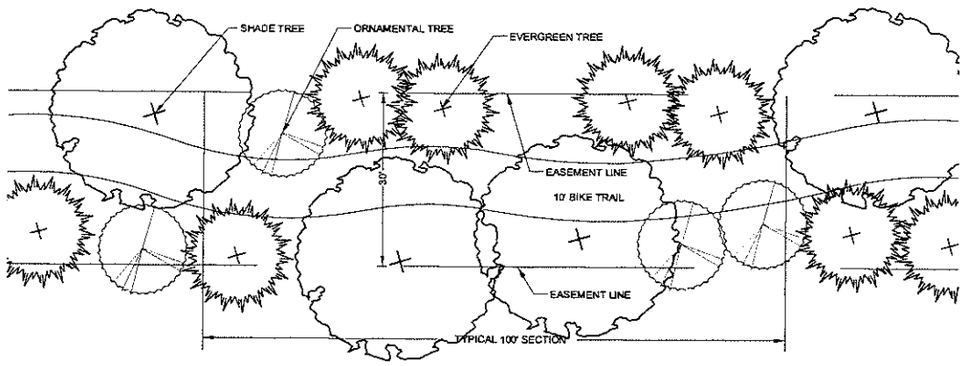
REVISIONS: 04.30.04

DATE: 04.06.04

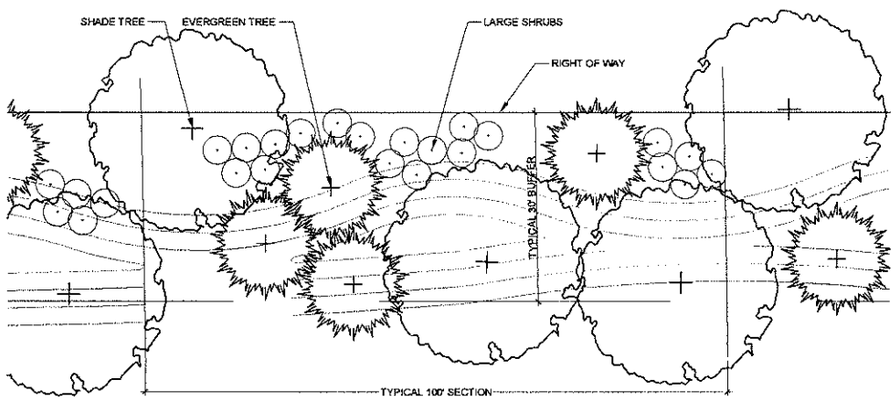
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\S-Landscape Architecture\LE-Bufferyard Plans.dwg DATE PRINTED: Feb 01, 2005 - 12:12pm

WESTBURY VILLAGE
YORKVILLE, ILLINOIS



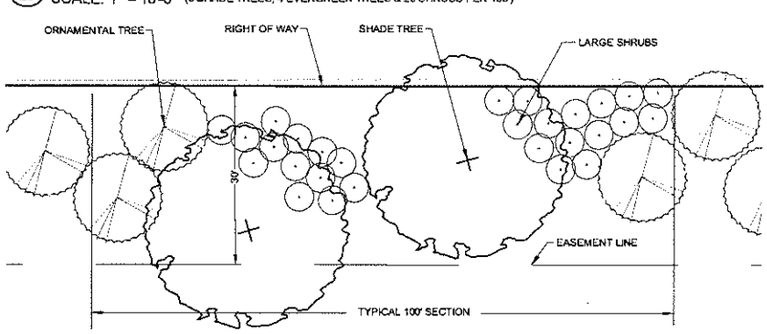
A / L6 BUFFERYARD PLANTING PLAN TYPE I (NON-RESIDENTIAL ADJACENT TO RESIDENTIAL)
SCALE: 1" = 10'-0" (2 SHADE TREES, 5 EVERGREEN TREES & 3 ORNAMENTAL TREES PER 100')



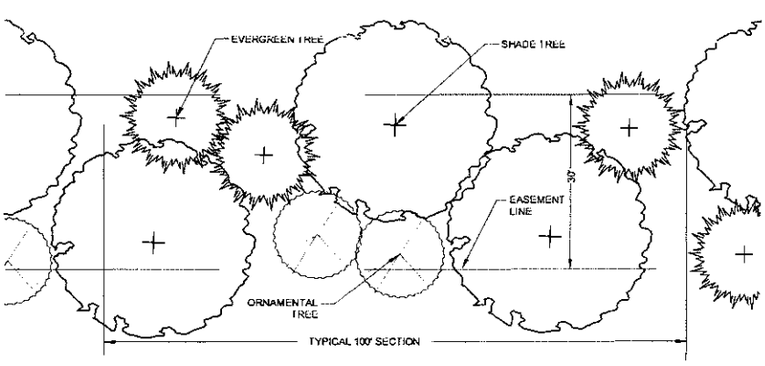
B / L6 BUFFERYARD PLANTING PLAN TYPE II (LANDSCAPING ADJACENT TO PRIMARY & SECONDARY ARTERIALS & COLLECTOR)
SCALE: 1" = 10'-0" (3 SHADE TREES, 4 EVERGREEN TREES & 20 SHRUBS PER 100')

SUGGESTED PLANT MATERIAL LIST

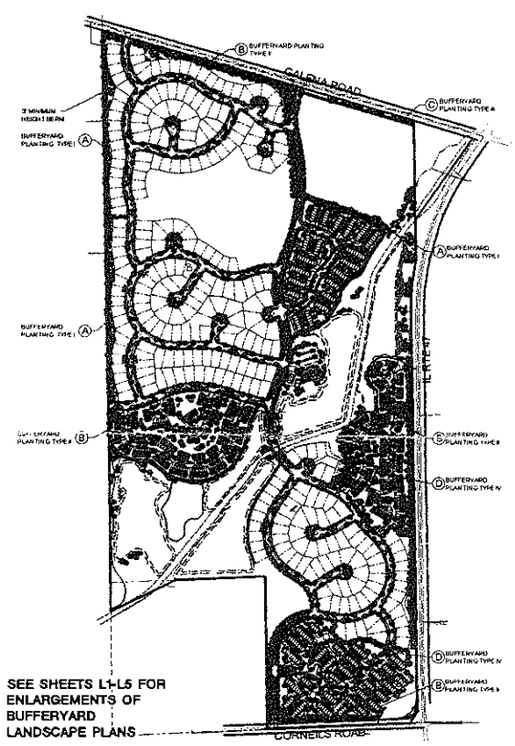
	SCIENTIFIC NAME	COMMON NAME	SIZE	COND
STREET TREES	Acer rubrum 'Autumn Blaze'	Red Maple	2.5" cal	b+b
	Fraxinus americana 'Autumn Purple'	White Ash	2.5" cal	b+b
	Quercus rubra	Red Oak	2.5" cal	b+b
	Tilia cordata 'Greenspire'	Littleleaf Linden	2.5" cal	b+b
SHADE TREES (for berms & open space)	Acer saccharum 'Fall Fiesta'	Sugar Maple	2.5" cal	b+b
	Celtis occidentalis	Hackberry	2.5" cal	b+b
	Fraxinus pennsylvanica 'Summit'	Summit Ash	2.5" cal	b+b
	Gymnocladus dioicus	Kentucky Coffeetree	2.5" cal	b+b
	Quercus rubra	Red Oak	2.5" cal	b+b
EVERGREEN TREES	Abies concolor	White Fir	8' Ht.	b+b
	Picea abies	Norway Spruce	8' Ht.	b+b
	Picea glauca var. densata	Black Hills Spruce	8' Ht.	b+b
	Pinus nigra	Austrian Pine	8' Ht.	b+b
ORNAMENTAL TREES	Alnus glutinosa	Black Alder	6' Ht. multi-stem	b+b
	Amelanchier x. grandiflora	Apple Serviceberry	6' Ht. multi-stem	b+b
	Cercis canadensis	Eastern Redbud	6' Ht. multi-stem	b+b
	Malus 'Sargentii'	Sargent Crabapple	2" cal	b+b
SHRUBS	Aronia arbutifolia 'Brilliantissima'	Red Chokecherry	30" Ht.	b+b
	Aronia melanocarpa	Black Chokecherry	30" Ht.	b+b
	Cornus sericea 'Isanti'	Red-twig Dogwood	30" Ht.	b+b
	Euonymus alata	Burning Bush	30" Ht.	b+b
	Forsythia x. 'Northern Gold'	Northern Gold Forsythia	30" Ht.	b+b
	Hamamelis vernalis	Vernal Witchhazel	30" Ht.	b+b
	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	24" Ht.	b+b
	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" Ht.	b+b
	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	30" Ht.	b+b



C / L6 BUFFERYARD PLANTING PLAN TYPE III (NON-RESIDENTIAL ADJACENT TO A PUBLIC RIGHT-OF-WAY)
SCALE: 1" = 10'-0" (1 SHADE TREE, 1 EVERGREEN TREE & 33 SHRUBS PER 100' - ALLOWABLE SUBSTITUTIONS WERE MADE)



D / L6 BUFFERYARD PLANTING PLAN TYPE IV (MULTI-FAMILY RES. ADJACENT TO SINGLE FAMILY DETACHED & DUPLEX RES.)
SCALE: 1" = 10'-0" (3 SHADE TREES, 3 EVERGREEN TREES & 2 ORNAMENTAL TREES PER 100')



KEYMAP
SCALE: 1" = 500'-0"

SHEET NUMBER L6 OF 14

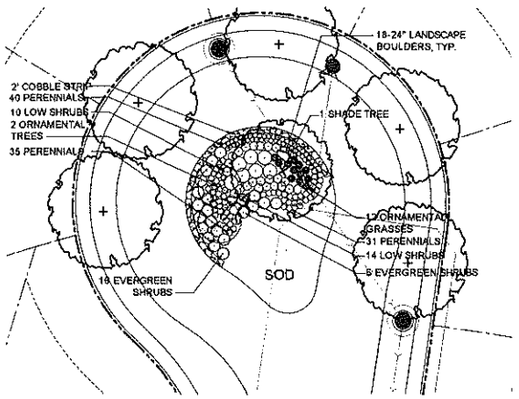
BUFFERYARD PLANTING PLANS

10 5 0 10 20 30
SCALE IN FEET
NORTH

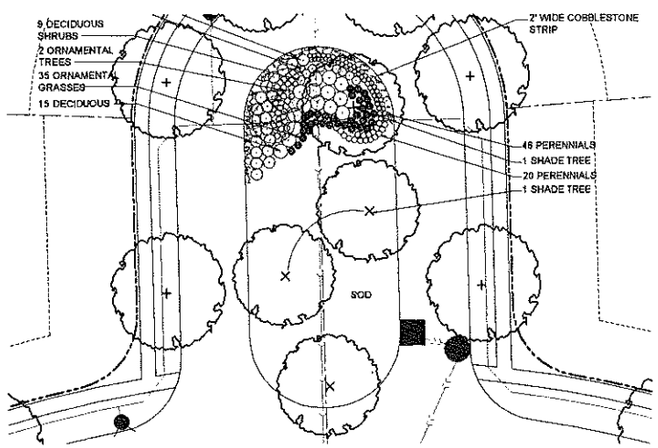
Lannert Group
*Landscape Architecture * Planning * Community Consulting*
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-8199 (fax)

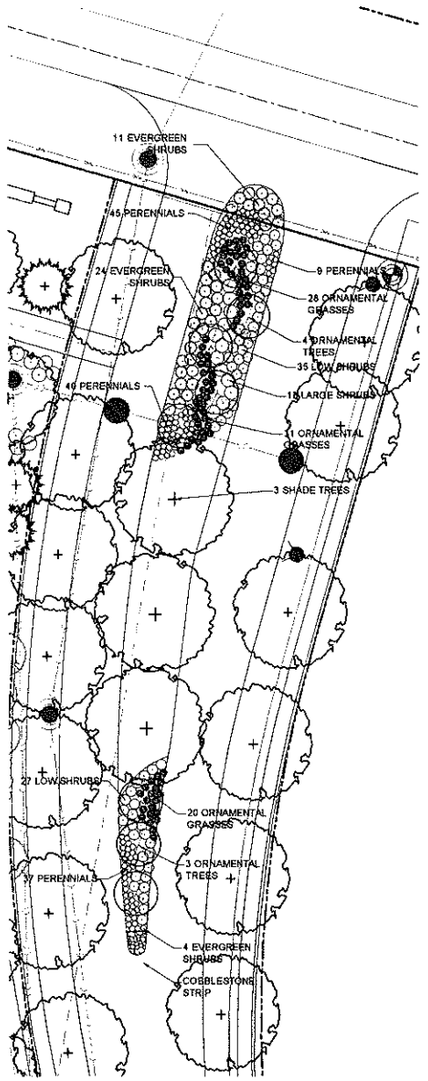
DRAWN BY: TRC
REVISIONS: 04.30.04
DATE: 04.06.04
JOB NO.: 0134



A L7 **TYP. CUL-DE-SAC PLANTING PLAN**
SCALE: 1" = 20'



B L7 **TYP. LOOP EYEBROW PLANTING PLAN**
SCALE: 1" = 20'



C L7 **TYP. ENTRY MEDIAN PLANTING**
SCALE: 1" = 20'

SUGGESTED ISLAND PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	ACRU	Acer rubrum 'Autumn Blaze'	Autumn Blaze Freeman Maple	2 1/2" CAL	B&B
	FRAP	Fraxinus americana 'Autumn Purple'	White Ash	2 1/2" CAL	B&B
	TICO	Tilia cordata 'Glenleven'	Glenleven Littleleaf Linden	2 1/2" CAL	B&B
CONIFER TREES	PIGD	Picea glauca var. densata	Black Hills Spruce	6' HT	B&B
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	6' HT. MULTI STEM	B&B
	MAPR	Malus 'Prairifire'	Prairifire Crabapple	2" CAL	B&B
DECIDUOUS SHRUBS	EACO	Euonymus alatus 'Compactus'	Compact Burning Bush	24"	B&B
	RAGL	Rhus aromatica 'Gro-low'	Gro-low Fragrant Sumac	5 GAL	CONT
	VDAJ	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	36"	B&B
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kaley'	Kaley Compact Pfitzer Juniper	24"	B&B
	JSER	Juniperus sabina 'Broadmoor'	Savin Juniper	24"	B&B
PERENNIALS	CVVO	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	1 GAL	CONT
	HEMT	Hemerocallis 'Mary Todd'	Mary Todd Daylily	1 GAL	CONT
	ISOF	Iris sibirica 'Orville Fay'	Spantanling	1 GAL	CONT
	NEFA	Nepeta x faassenii	Faasen's Catmint	1 GAL	CONT
	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL	CONT
	RFGO	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 GAL	CONT
	SSWK	Salvia x superba 'May Night'	Perennial Salvia	1 GAL	CONT
	VSRC	Veronica spicata 'Royal Candles'	Speedwell	1 GAL	CONT
ORNAMENTAL GRASSES	ASTB	Andropogon scoparius 'The Blues'	The Blues Little Bluestem	1 GAL	CONT
	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL	CONT
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL	CONT
	SPHE	Sporobolus heterolepis	Prairie Dropseed	1 GAL	CONT
GROUNDCOVER	POSJ	Polygonum reynoutria 'Border Jewel'	Fleeceflower	3" POT	18" O.C. SPACING
	VIMI	Vinca minor 'Bowles'	Periwinkle	3" POT	18" O.C. SPACING
SOD		ALL AREAS WITHIN PARKWAY ARE TO BE SODDED w/KENTUCKY BLUEGRASS			

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-5060
(703) 299-8186 (fax)

© 2004 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9089
Fax (630) 208-9092
http://www.lannert.com
lg@lannert.com

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

TYPICAL ISLAND PLANTING PLANS

NORTH

SHEET NUMBER L7
6 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\04 Landscape Architecture\L7 pgs-hardcore Architecture L7.dgn Hardcore dwg DATE PRINTED: Feb 01, 2005 - 11:10am

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	ACFA	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	2 1/2" CAL	B&B
	FRAP	Fraxinus americana 'Autumn Purple'	White Ash	2 1/2" CAL	B&B
	TICR	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2 1/2" CAL	B&B
CONIFER TREES	PIGD	Picea glauca var. densata	Black Hills Spruce	6' HT	B&B
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	6' HT MULTI-STEM	B&B
	MAPR	Malus 'Prairifire'	Prairifire Crabapple	2" CAL	B&B
DECIDUOUS SHRUBS	EACO	Euonymus alatus 'Compactus'	Compact Burning Bush	24"	B&B
	RAGL	Rhus aromatica 'Gro-low'	Gro-low Fragrant Sumac	5 GAL	CONT
	VOAJ	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	36"	B&B
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kallay'	Kallay Compact Pfitzer Juniper	24"	B&B
	JSBL	Juniperus sabina 'Broadmoor'	Savin Juniper	24"	B&B
PERENNIALS	CVMO	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	1 GAL	CONT
	HEMT	Hemerocallis 'Mary Todd'	Mary Todd Daylily	1 GAL	CONT
	ISOF	Iris sibirica 'Orville Fay'	Siberian Iris	1 GAL	CONT
	NEFA	Nepeta x faassenii	Faassen's Catmint	1 GAL	CONT
	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL	CONT
	RFGO	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 GAL	CONT
	SSNN	Salvia x superba 'May Night'	Perennial Salvia	1 GAL	CONT
	VSRC	Veronica spicata 'Royal Candles'	Speedwell	1 GAL	CONT
ORNAMENTAL GRASSES	ASTB	Andropogon scoparius 'The Blues'	The Blues Little Bluestem	1 GAL	CONT
	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL	CONT
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL	CONT
	SPHE	Sporobolus heterolepis	Prairie Dropseed	1 GAL	CONT
GROUNDCOVER	POBU	Polygonum reynoutria 'Border Jewel'	Fleeceflower	3" POT	18" O.C. SPACING
	VIMI0	Vinca minor 'Bowles'	Periwinkle	3" POT	18" O.C. SPACING
SOD		ALL AREAS WITHIN PARKWAY ARE TO BE SODDED w/ KENTUCKY BLUEGRASS			

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8060
(703) 299-8189 (FAX)

© 2004 The Lannert Group, Inc.

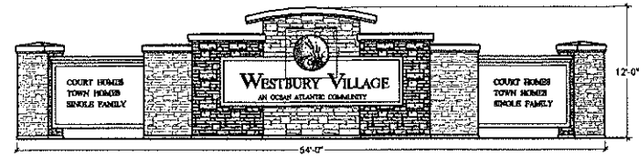
Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8098
Fax (630) 208-8020
http://www.lannert.com
lg @ lannert.com

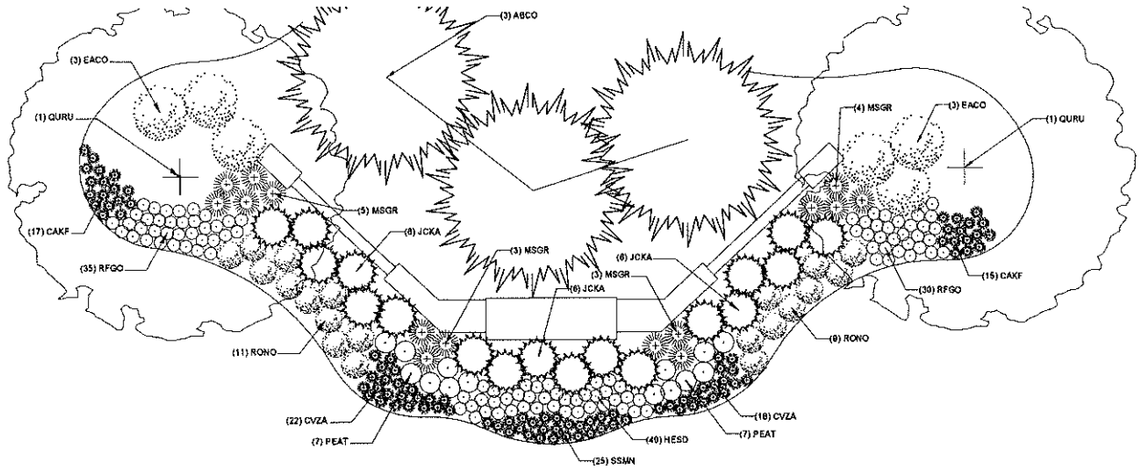
CLUBHOUSE LANDSCAPE PLAN

NORTH
SCALE 1"= 20'

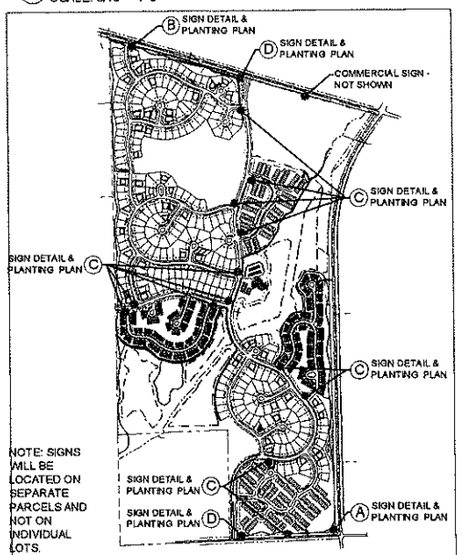
SHEET NUMBER
L8
9 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Cad\IG-Landscape Architecture & Clubhouse.dwg DATE PRINTED: Feb 01, 2005 - 12:09pm





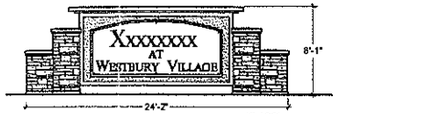
A PRIMARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

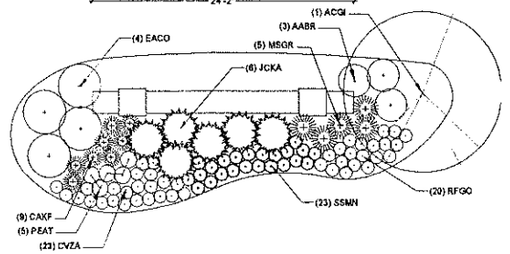


SIGN LOCATION MAP
NOT TO SCALE

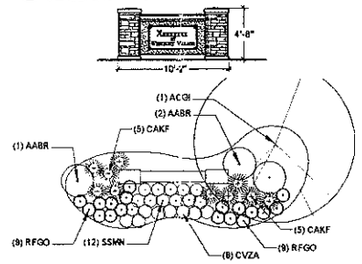
PLANT MATERIAL LIST

	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	QURU	Quercus rubra	Red Oak	2 1/2" cal	b&b
CONIFER TREES	ABCO	Abies concolor	White Fir	6' Ht	b&b
	PIGD	Picea glauca var. densata	Black Hills Spruce	6' Ht	b&b
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	8' Ht. multi-stem	b&b
	AMGR	Amelanchier x grandiflora	Apple Serviceberry	8' Ht. multi-stem	b&b
DECIDUOUS SHRUBS	AABR	Aronia arbutifolia 'brilliantissima'	Red Chokeberry	30"	b&b
	EACO	Euonymus alatus 'compactus'	Compact Burning Bush	30"	b&b
	RAGL	Rhus aromatica 'Gro-low'	Gro-low Fragrant Sumac	5 gal	cont.
	RONO	Rosa 'Noatrum'	Flower Carpet Rose-pink	3 gal	cont.
	SBGF	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	24"	b&b
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kaizuka'	Kaizuka Compact Pfitzer Juniper	24"	b&b
PERENNIALS	CVZA	Coreopsis verticillata 'Zagreb'	Zagreb Coreopsis	1 gal	cont.
	HESD	Hemerocallis 'Stella-de-Oro'	Stella-de-Oro Daylily	1 gal	cont.
	PEAT	Perovskia atriplicifolia	Russian Sage	1 gal	cont.
	RFGO	Rudbeckia hybrida 'Goldsturm'	Black-Eyed Susan	1 gal	cont.
	SSMN	Salvia x superba 'May night'	Perennial Salvia	1 gal	cont.
ORNAMENTAL GRASSES	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	5 gal	cont.
	MSGR	Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 gal	cont.



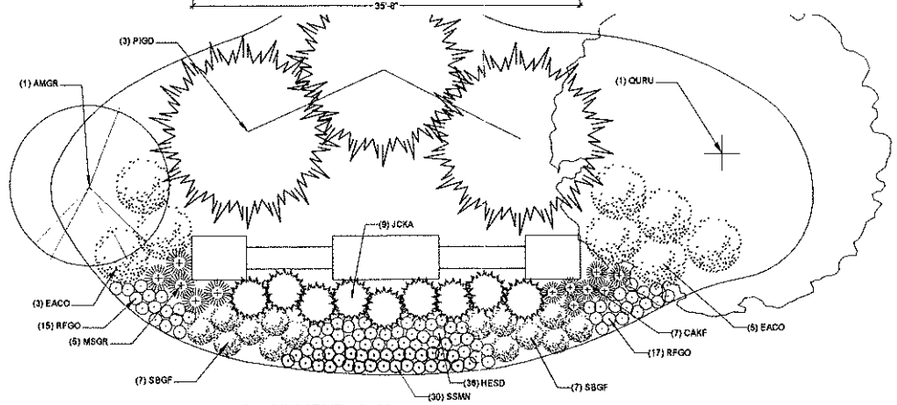


B MINOR PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"



C NEIGHBORHOOD SIGN
SCALE: 3/16" = 1'-0"





D SECONDARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: TRC

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-9050 (tel)
(703) 299-9199 (fax)

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

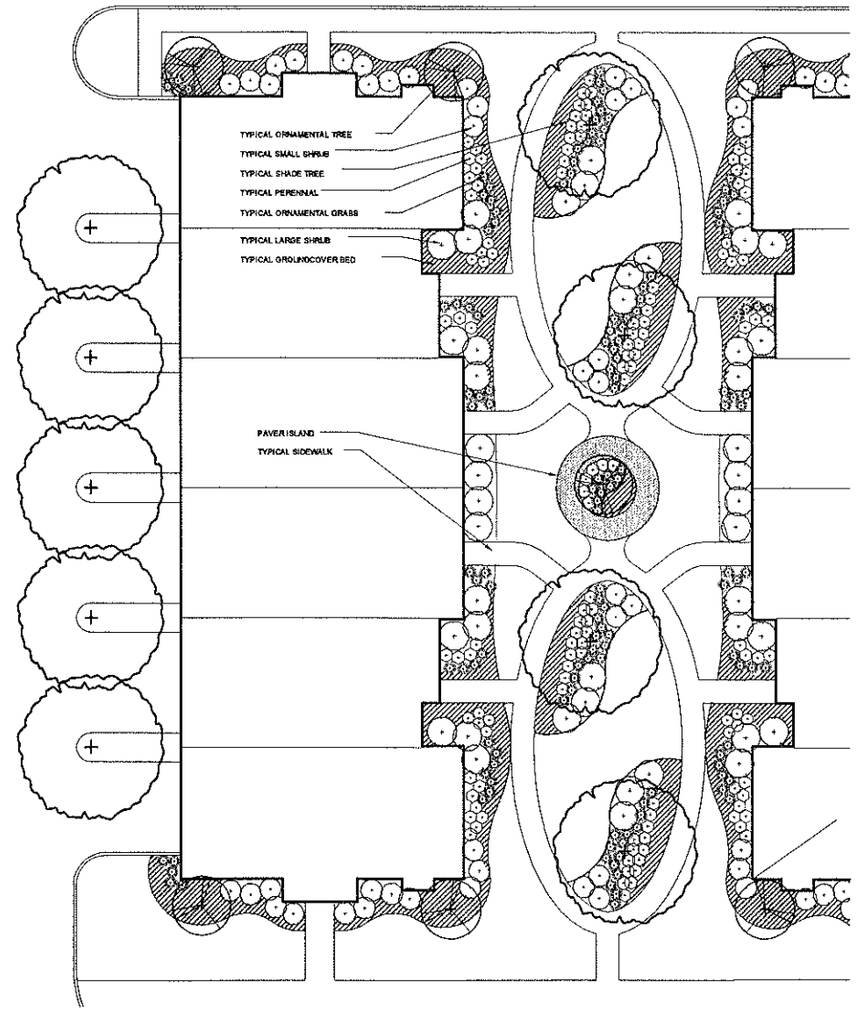
SIGN PACKAGE

SHEET NUMBER
L9
10 OF 14

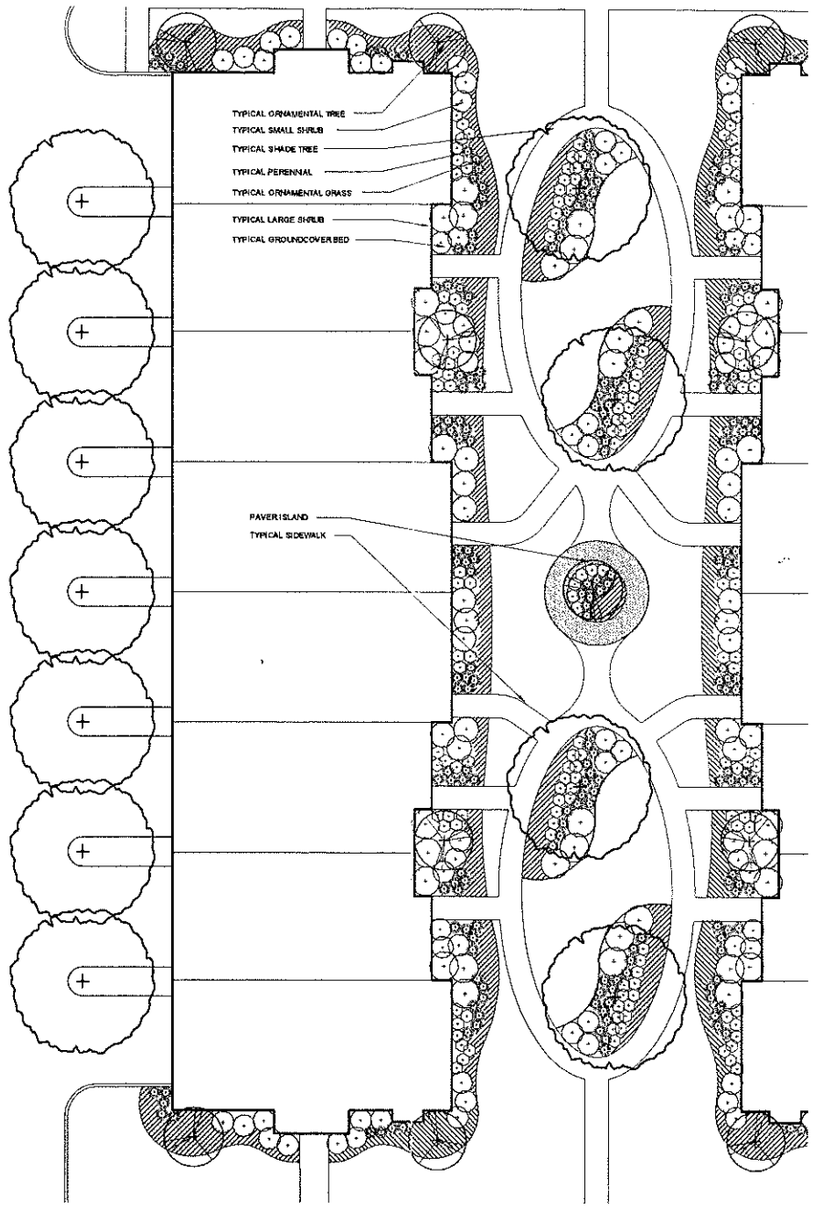
DRAWING NAME: E:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\L9 sign package.dwg DATE PRINTED: Feb 01, 2005 - 12:03pm

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COSE	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVHS	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RAGL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	5 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Koreanspice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEST	Hemerocallis 'Stella-de-Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAU	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia cespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurescens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAM	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LISP	Liriope spicata	Creeping LilyTurf	3" POT	12" O.C.
	VIMB	Vinca minor 'Bowles'	Bowles' Myrtle	3" POT	12" O.C.



A L10 **TYPICAL SIX UNIT COURTYARD HOME LANDSCAPE PLAN**
SCALE: 1" = 10'



B L10 **TYPICAL EIGHT UNIT COURTYARD HOME LANDSCAPE PLAN**
SCALE: 1" = 10'

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-5060
(703) 299-8199 (FAX)

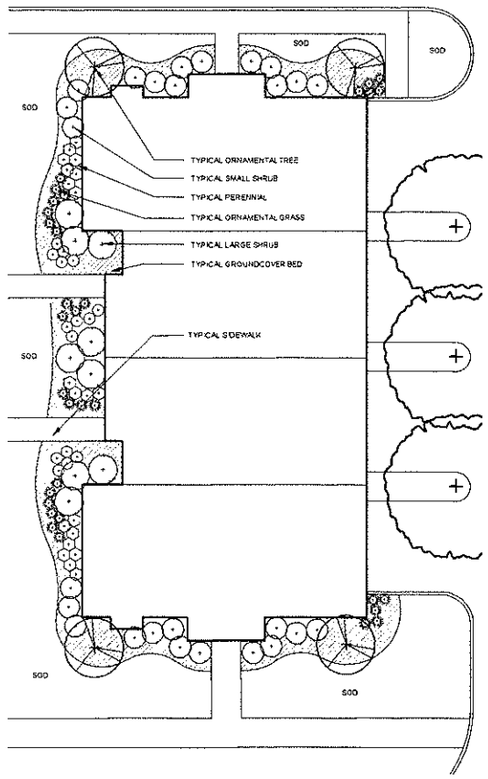
Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9088
Fax (630) 208-9050
http://www.lannert.com
lg@lannert.com

TYPICAL UNIT LANDSCAPE PLAN

NORTH
SCALE 1"= 10'

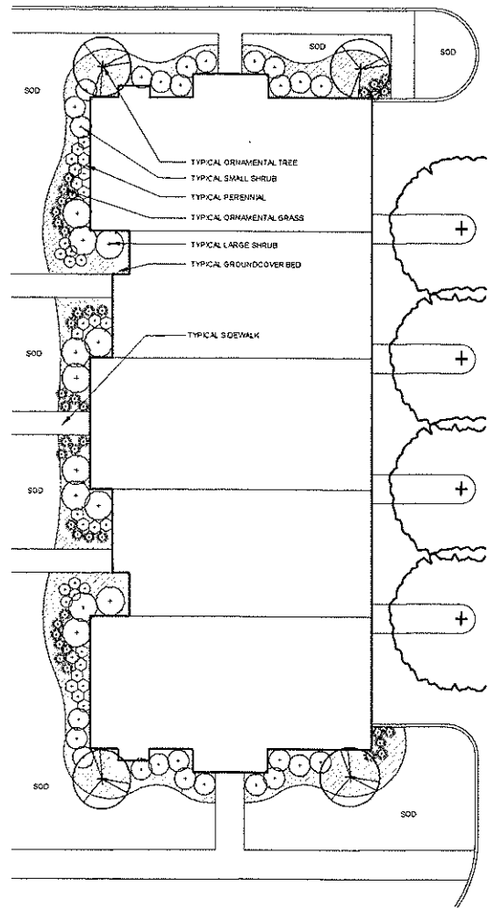
SHEET NUMBER
L10
11 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\BCL Landscape Architecture\01\Typical Courtyard Parking Plan.dwg DATE PRINTED: Feb 01, 2005 - 12:24pm



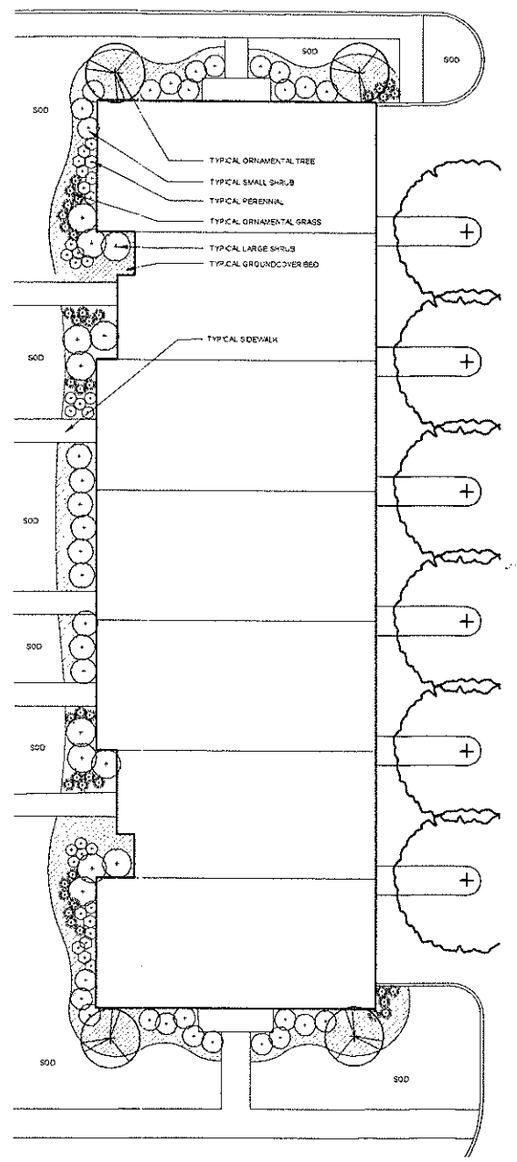
A L11 TYPICAL FOUR UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'



B L11 TYPICAL FIVE UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'



C L11 TYPICAL SEVEN UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	8' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COIS	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVHG	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RASL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	5 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Korean Spice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEHT	Hemerocallis 'Stella de Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAJ	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia caespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurascens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LISP	Liriope spicata	Creeping LilyTurf	3" POT	12" O.C.
	VINB	Vinca minor 'Bowles'	Bowles' Myrtle	3" POT	12" O.C.

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-9080
(703) 299-9188 (FAX)

Lannert Group
*Landscape Architecture * Planning * Community Consulting*
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8080
Fax (630) 208-8090
http://www.lannert.com
lg @ lannert.com

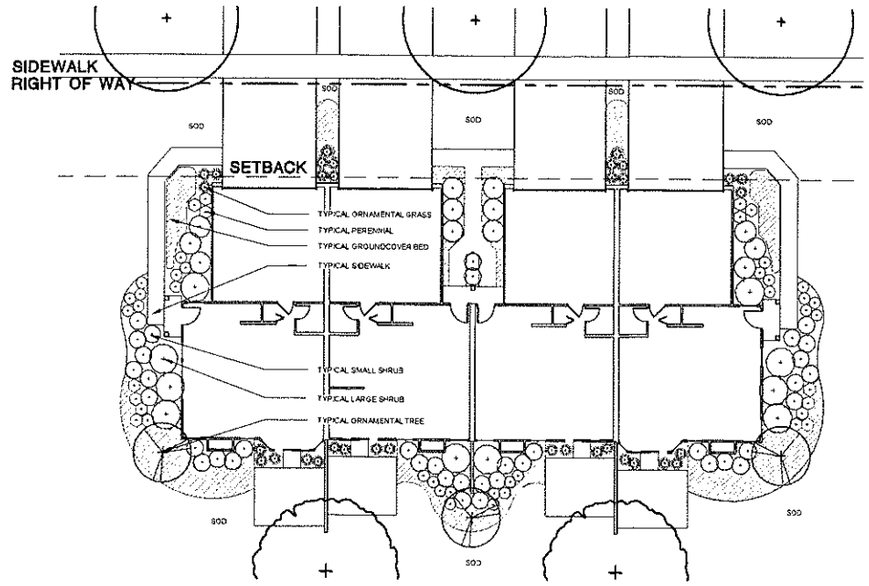
TYPICAL UNIT LANDSCAPE PLAN

NORTH

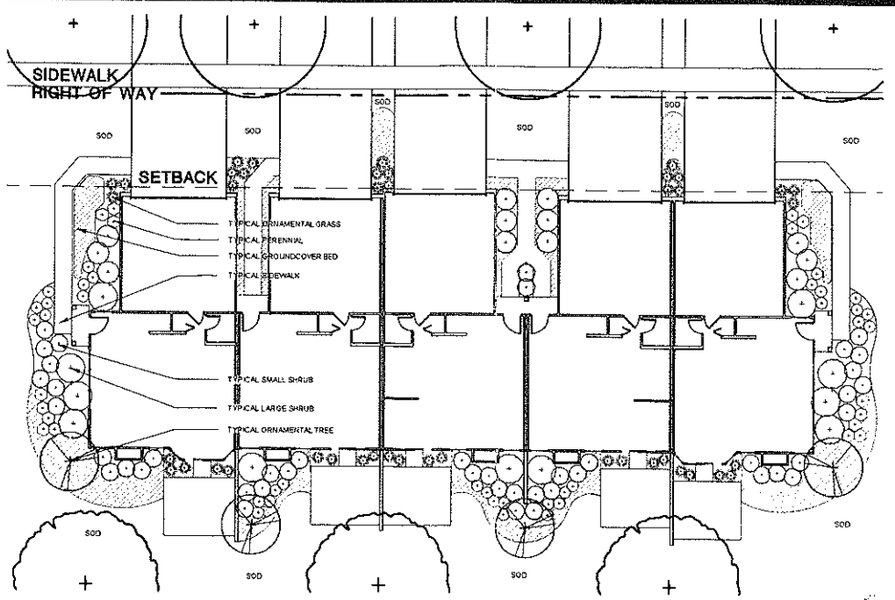
SCALE 1"= 10'

SHEET NUMBER
L11
12 OF 14

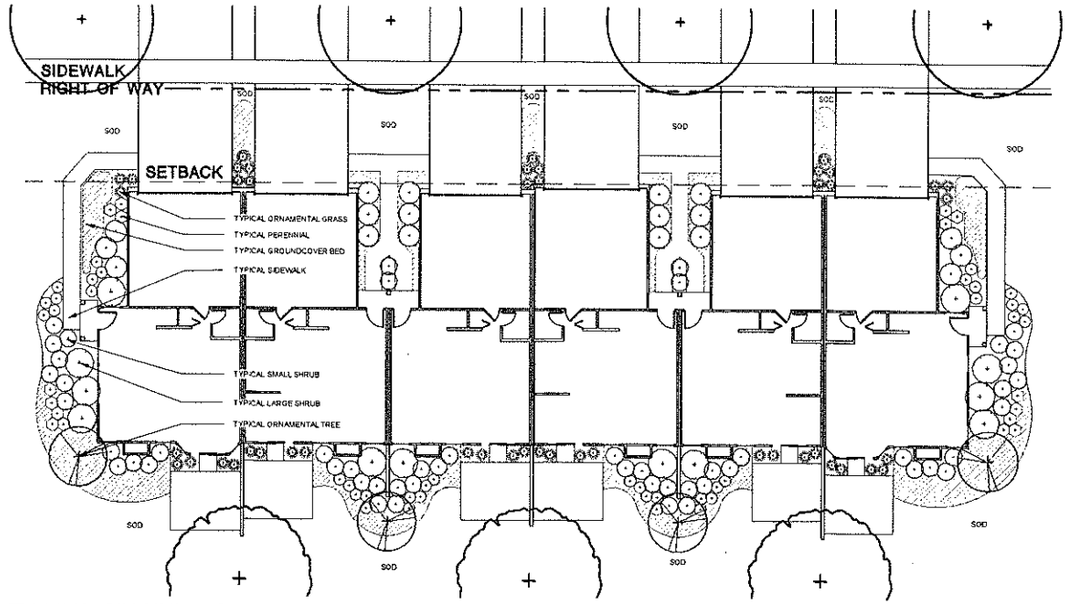
DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\L11-Typical Courtyard Parking Plan.dwg DATE PRINTED: Feb 01, 2005 - 12:25pm



TYPICAL FOUR UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'



TYPICAL FIVE UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'



TYPICAL SIX UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	8' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COSI	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVNO	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RAGL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	6 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Korean spice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEST	Hemerocallis 'Stella de Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAJ	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia caespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurescens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAH	Pennisetum alopecuroides 'Hamelin'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LIRP	Liriope spicata	Creeping Lily-Turf	3" POT	12" O.C.
	VINS	Vinca minor 'Bowlesii'	Bowles' Myrtle	3" POT	12" O.C.

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1900 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6198 (FAX)

Lannert Group
Landscape Architecture * Planning * Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9088
Fax (630) 208-9050
http://www.lannert.com
lg@lannert.com

TYPICAL UNIT LANDSCAPE PLAN

NORTH
SCALE 1"= 10'

SHEET NUMBER
L12
13 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5 Landscape Architecture\L12 Typical Unit Planting Plan.dwg DATE PRINTED: Feb 01, 2005 - 12:32pm

PLANTING SPECIFICATIONS
PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide trees, shrubs, perennials and groundcovers as shown and specified. The work includes:
1. Spreading of topsoil for soil preparation
2. Trees, shrubs, perennials and groundcovers
3. Planting mixes
4. Mulch and planting accessories
5. Fertilizer and herbicide
6. Maintenance
7. Watering of plant material

B. The Contractor shall verify all existing conditions and dimensions in the field prior to staking and may only proceed once the Owner or his/her representative

1.02 QUALITY ASSURANCE

A. Comply with all city work requirements

B. Plant names and sizes shall comply with "American Standard Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform to the rules generally accepted by the nursery trade. Stock should be highly inspected.

C. All plant materials shall conform to the "American Standards for Nursery Stock" (ASNS), latest edition, published by the American Association of Nurserymen, Washington, DC.

D. All plant material shall be grown and supplied with a 50 mile radius of the project for a minimum of two full growing seasons.

E. Advise in writing the plant materials listed in the plant list and not available from the project A plant substitutions must only be requested after having proven.

F. Shade trees of uniform size shall be of a type and size to match those specified and shown on the Landscape Architect's plans. Trees which have been cut back from larger sizes in order to meet specifications will not be accepted. Trees shall be typical of their species or variety, have normal habit of growth, be sound, healthy, vigorous, well branched and free of disease, insects, insect eggs, larvae, and defects such as knots, sun scald, injuries, abrasions of the bark, plant diseases, insect eggs, borers, and other pests. Trees shall have been trained and pruned during their growth stage to establish a single straight trunk with a well-developed balanced crown in accordance with good horticultural practice. Trees which have been topped or which have had their leaders removed shall not be accepted. Trees shall be measured with branches in their normal position. Do not prune trees before measurements are taken. When trees are specified by caliper, they shall be measured 6" above the ground for trees up to and including 4" caliper, and 12" above the ground for trees having calipers greater than 4". Trees which have been severely pruned to meet these requirements will not be accepted. Trees shall have been grown in the open or have been transplanted sufficiently often to develop a fibrous root system. Trees which have thick, coarse roots with few fibrous roots will not be accepted. Trees shall be free of disease, insect pests, eggs or larvae. Trees shall have been inspected by a state or federal authority at the place of growth and shall be certified as free from injurious pests and diseases. Certificates of inspection shall be filed with the Landscape Architect before planting or delivery to the site. Trees shall be subject to inspection and approval at the place of growth and after delivery to the site. Inspection and approval of trees at the place of growth or at the time of delivery to the site shall not preclude subsequent rejection of trees that are found to be defective at any time before acceptance of the entire planting installation. Trees shall be legibly tagged with the botanical and common name. Deciduous trees shall be balled and burlapped or container grown. Provide trees of sizes and grades as follows unless otherwise noted on the Drawings, according to the American Standard for Nursery Stock, latest edition:

G. Provide shrubs of sizes and grades as follows unless otherwise noted on the Drawings, according to the American Standard for Nursery Stock, latest edition:

H. Provide perennials and groundcovers of sizes and grades as follows unless otherwise noted on the Drawings, according to the American Standard for Nursery Stock, latest edition:

I. Container grown deciduous and/or evergreen shrubs will be acceptable in lieu of balled and burlapped stock, provided such shrubs have been grown in containers for a sufficient length of time to develop adequate root systems to support the above ground portions of the plants. Plants established in containers shall have been in containers for a sufficient length of time for the roots to have developed sufficiently to hold their soil together firmly when removed from the container, but shall not be root bound. Plants shall be free of weeds in containers and shall be of vigorous growth. Plants which are pot bound, soft growth, or have been cut back from larger containers to meet these requirements will not be accepted. Container grown stock shall comply with the above standards for planting.

J. Provide plants of the species and variety indicated on the Drawings. Substitutions will not be permitted except when supported by certified written evidence that the specified plant is not obtainable. Proposed substitutions shall be accompanied by the name and address of the nearest source of the specified plant. Substitutions will be permitted only when authorized by the Landscape Architect. Substitutions, when permitted, shall be of the same general size as the specified plant unless otherwise authorized by the Landscape Architect.

K. Collected stock will be permitted only when specifically authorized by the Landscape Architect. Collected stock shall be healthy, vigorous material, free from insects and diseases, and shall have been collected from the wild in accordance with good horticultural practice. Collected stock shall be dug with adequate balls of earth firmly wrapped and tied to preserve the natural conditions of growth. Collected stock shall be subject to the same requirements for quality, size, and variety as specified for nursery grown stock.

L. Provide plants of the species and variety indicated on the Drawings. Substitutions will not be permitted except when supported by certified written evidence that the specified plant is not obtainable. Proposed substitutions shall be accompanied by the name and address of the nearest source of the specified plant. Substitutions will be permitted only when authorized by the Landscape Architect. Substitutions, when permitted, shall be of the same general size as the specified plant unless otherwise authorized by the Landscape Architect.

M. Plants shall be subject to inspection and approval at all times during the progress of the work. Such inspection or approval shall not relieve the Contractor of responsibility for furnishing materials and workmanship in accordance with the Drawings and Specifications, and plants not conforming to the requirements specified shall be rejected and removed immediately from the site.

1.03 DELIVERY, STORAGE, & HANDLING

A. Packing shall be done with care to protect the plants from damage. All plants shall be adequately protected during transportation and while being handled at the site. Plants shall be transported in vehicles covered sufficiently to prevent wind damage to the plants. Plants shall be packed, transported, stored, and handled with care to ensure adequate protection against injury. Bruised, broken, or otherwise damaged limbs, roots, or trunks shall be cause for rejection of the plant.

B. Deliver all plants to the project in a healthy, vigorous condition. Protect roots or root balls of plants from exposure to wind and sun by immediately covering with soil, packing with wet burlap, or other method as soon as received. Do not remove plants from containers until shortly before planting. Do not bend or break off the central leader of trees or shrubs. Do not drop or damage balled and burlapped plants. Plants with broken balls will be rejected.

C. Store plants in a manner to prevent desiccation and damage. Maintain adequate moisture in the root systems of all plants at all times. Heel in plants that cannot be planted immediately upon delivery. Protect plants from heat, cold, and drying winds. Do not remove plants from containers until shortly before planting. Do not store plants in direct sunlight. Do not remove plants from containers or bundles until planting is imminent. Do not leave plants in closed vehicles or exposed to sun or wind. Do not allow plants to dry out before planting. Do not store plants in standing water. Do not bend or break off the central leader of trees or shrubs. Do not drop or damage balled and burlapped plants. Plants with broken balls will be rejected.

D. Dig, ball and burlap plants with care to prevent loss of soil or damage to the root system. Plants that are not properly balled and burlapped will be rejected. Do not lift plants by the trunk or stem. Lift plants by the ball of soil. Do not drop plants from the truck. Do not drag plants across the ground. Do not allow plants to dry out before planting. Do not store plants in direct sunlight. Do not remove plants from containers until shortly before planting. Do not store plants in standing water. Do not bend or break off the central leader of trees or shrubs. Do not drop or damage balled and burlapped plants. Plants with broken balls will be rejected.

1.04 PROJECT CONDITIONS

A. Notify Landscape Architect at least seven (7) working days prior to installation of any material.

B. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities. Utilities can be located and marked by calling J.U.L.I.E. at 1800 892-0123.

C. The Contractor shall repair, at his/her own expense, protection against the accidental damage to existing street, planted areas, and other facilities which are to remain during the entire planting operation. The Contractor shall provide adequate temporary fencing, barricades, and other warning or protective devices required to prevent such injury. The Contractor shall be responsible for any damage caused by the Owner after such warning has been served.

D. The Contractor shall be responsible for the protection of concrete curbs and gutters, existing trees, plant beds, lawns, paved areas and other landscaped areas which are to remain in their existing state, which may be subject to construction damage. Unless noted, fence or otherwise protect all items prior to any work is started. The Owner desires to preserve those trees within the area up to the limits of construction except those specifically indicated to be removed on the Drawings. The contractor shall be responsible for protecting all trees and all landscaped areas which are to remain. Protective fencing shall be erected between the limits of construction and anyone preserved areas shown on the Drawings.

E. Accurately lay out all plants including actual size of trees, shrubberies and other features shown on the Drawings and as directed by the Owner's representative. Make adjustments as necessary to preserve existing trees, plant beds, paving, walks, retaining, turf and plant material and all flower ornamentations.

1.05 WARRANTY

A. All plant material (excluding annuals only), shall be warranted for one (1) year after the end of the 90 day maintenance period. The end of the one-year warranty period coincides with the final acceptance of the Contractor's work by the Owner or his/her representative. Plant materials will be warranted against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor. The warranty also includes a one-year plant replacement guarantee.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

A. Plants Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Only sound, healthy, vigorous plants which are free from sunscald injuries, windfirmly trees, flat crooks, abrasions of the bark, plant diseases, insect eggs, borers, and other pests shall be accepted. All plants shall have a fully developed form with uniformly dark green color.

1. Balled and burlapped plants shall have a well-established root mass of adequate density and quality to ensure survival. Root system necessary for a full recovery of stock shall be determined in accordance with the latest edition of the American Standard for Nursery Stock (ASNS). Plants shall not be loose in the ball or have excessive cracking of the soil.

2. Container grown stock shall be grown for an adequate length of time that all of the plants have developed a root system that has reached the container wall sufficiently to hold the soil together firmly when removed, but not to the extent that the plant is root bound. Plants shall not be pot bound and all container grown stock will comply with the same standards as balled and burlapped plants.

3. No plants shall be pruned prior to planting, but shall be allowed natural development by the Landscape Architect.

4. Evergreen trees shall be branched to the ground. The height of evergreen trees is determined by measuring from the ground to the first lateral branch closest to the top. Height of any variety of tree trees is measured by the mass of the plant and not the overall size of the branches.

PART 2 - PRODUCTS (cont.):

5. Shrubs and ornamental trees shall meet the requirements for spread and/or height indicated on the plant list. The height requirement shall be taken from the ground level to the average height of the top of the plant, not the longest branch. Single stem or tender plants will not be accepted. Side branches shall be fuller with growth and have good form to the ground. Plants shall be in a healthy, vigorous condition, free from disease, insects or other pests or branch injuries.

2.02 ACCESSORIES

A. Topsoil Topsoil shall be fertile, friable, natural topsoil of a loamy character, without admixture of subsoil material. Topsoil shall be obtained only from the top 4" of well-drained soil. Topsoil shall be free of stones over 1" in diameter, lumps, plants or their roots, sticks, brush, or other objectionable material and shall be free of toxic substances, noxious weeds, and material or substances harmful to plant growth. Topsoil shall not be taken from bogs or marshes. Topsoil shall not be handled when in a frozen or muddy condition.

B. Soil amendments and fertilizers:

1. Fertilizers and shall be as per soil test Kinds and mixes PM-35 General Purpose Amended Type II (2N-4P-4K as supplied by Midwest Trading.

Midwest Trading, St. Charles, IL 60174 (847) 742-1840

2. For plantbeds and perennial gardens soil mixes will be as follows: CM-63 General Purpose Plant Bed Mix as supplied by Midwest Trading. The top mix will 2-4" of CM-63 and all remaining beds. Soil mixes are to be tested by from Midwest Testing.

C. Fertilizer

1. Fertilizers and shall be as per 14-4-8 Impatient 17 gm equivalent available from Arbor Chem, Inc. Follow manufacturers instructions for application.

Arbor Chem, Inc. 643 Dorn Drive, Wheeling, IL 60090 (847)537-2177

2. For turf areas use 8-24-16 Green Fairway with micronutrients with water soluble 3.0% N, .02% B, .05% Cu, 1.0% Fe, .0005% Mo, .15% Mn available from Arbor Chem at approved rate.

D. Herbicide: Round Up or approved equal

E. Mulch

1. Bark mulch shall be finely shredded hardwood bark mulch as it has been processed and free of any trash. Sheep, sheep manure, and soil. Wood chips, grass clippings, or other foreign materials shall not be acceptable. Bark mulch is available by Midwest Trading.

2. Mushroom compost is available from Midwest Trading.

F. Water: Water services will be available on the site, with the cost of water being paid by the Owner. The hooking of the water from the source to the point of use shall be the responsibility of the Landscape Contractor. All necessary hose, piping, connections, etc. shall be supplied by the Landscape Contractor.

G. Guying

1. Stakes 3.5" x 48" dual legs and shall consist of 2 stakes as supplied by Arbor Chem, Inc.

2. Cable

A. "Ties Loose" Flexible "S" gator hose and cable ties, 3x7 strand or approved equal.

B. "Ties 5" and over" Use the 24G gauge twisted cable, 3x7 strand or approved equal.

3. Turnbuckles 5/16" eye and eye, with 3" take up

4. Hose Use new poly-reinforced rubber hose, minimum 1/2" I.D.

H. Tree wrap: Burlap tree wrap 4" wide

I. Trees: Soft-Tie Type

PART 3 - INSTALLATION OF PLANT MATERIAL

3.01 FIELD VERIFICATION

A. Examine subgrades and existing areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3.02 PREPARATION

A. All planting techniques and methods shall be in accordance with the latest edition of "Horticultural Standards of Nurserymen, Inc." and as indicated on these Drawings.

B. Planting shall be performed by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

C. All underground utilities must be located and marked clearly.

D. Apply Roundup or approved equivalent to all living existing vegetation in all areas to be planted. Confirm length of existing period shown on chemical specification and plant installation after manufacturer. Do not begin planting operations until vegetation has been killed and is completely dead. Time application so that complete kill is obtained prior to scheduled planting operations.

E. Prepare all planting, "raised soil areas to be limited to be prepared for plant installation to minimum depth of 12". Eliminate all weeds and other debris. Mechanically loosen and thoroughly mix planting soil. Clean stones and other debris over 2" in diameter. Remove from site all trees, weeds and other debris. Dispose of in a manner that will not contribute to any weed problems. Remove all stones over 2" in diameter.

F. Topsoil shall be spread, placed and set to a minimum depth of 6". Those areas where existing topsoil or natural areas exist, the Owner's project shall have a minimum depth of 18". Topsoil to be spread by others.

G. It shall be the responsibility of the Landscape Contractor to prepare all specified existing and planting areas as directed by the Owner. Soil shall be loosened and scarified to a minimum depth of 6". This grading shall extend a minimum of 4' beyond the limits of plant or bed cutting 4:1.

H. Locate all plant materials and outlines as shown on the plans in the field by the Landscape Architect. All field changes of major significance must be approved by the Owner. All work performed and all plant materials installed prior to locating and obtaining approval will be at the Contractor's risk and may be required to be relocated at no additional cost to the Owner.

I. Planting holes shall be circular in outline with the sides perpendicular. Holes shall be of sufficient depth to ensure that the ball of the plant shall be set on the undisturbed soil or compacted backfill so that the plant will be set at the same depth as it was originally planted. Remove all subsoil, rock or other undesirable material from the planting hole. Fill the bottom of the hole with planting soil mixture as specified for backfilling around the ball of the plant to such depth that when the plant is set in the hole, the crown of the plant will be at the same level as it was originally planted. Carefully remove the container or wrapping from the ball in such a manner as to not destroy or damage the ball or break any roots. Place the plant in the hole and fill around the ball with planting soil mixture. Water thoroughly after planting, tamp well to eliminate air pockets. Form a watering basin around each plant of adequate capacity to hold water.

J. Prior to commencement of planting, mature trees and shrubs shall be tagged by the Landscape Architect as to their locations and approved by the Owner. Trees and shrubs which are to be removed shall be tagged with a different color tag. Trees and shrubs which are to be removed shall be removed from the site and disposed of in a legal manner. Trees and shrubs which are to be preserved shall be protected during construction operations. No equipment shall be operated within the branch spread of any tree to be preserved. No vehicles shall be driven or parked within the branch spread of any tree to be preserved. No fill shall be placed within the branch spread of any tree to be preserved. No paving shall be placed within the branch spread of any tree to be preserved. Trees and shrubs designated to be preserved which are damaged during construction operations shall be repaired by trimming, cleaning and painting with an approved tree paint. Trees and shrubs designated to be preserved which die during construction operations shall be removed and replaced with trees and shrubs of the same species and size as those removed.

K. Provide top dressing of planting soil mixture as follows:

1. Deciduous trees and shrubs: 2" thick layer over entire planting area.

2. Evergreen trees and shrubs: 2" thick layer over entire planting area.

3. Perennials and groundcovers: 2" thick layer over entire planting area.

L. Edging: Provide edging as shown on the Drawings. Edging shall be installed in a straight line or curve as shown on the Drawings. Edging shall be installed to the depth and in the manner recommended by the manufacturer.

PART 3 - INSTALLATION OF PLANT MATERIAL (CONT.)

M. Tree wrapping is not required unless the Contractor fails to notify the Owner's representative of a particular species at least seven days in advance of the planting. Trees which are required to be wrapped shall be wrapped before planting. Trees may not be set in the ground and then wrapped. Wrapping shall start at the ground level and proceed upward to cover the first branches. Wrapping shall be secured with enough tension to hold it in place, but not so much as to damage the bark. Wrapping shall be removed from trees after one growing season.

N. Staking and guying planting general: The Contractor shall stake trees as part of the initial planting operation. Trees shall be staked in the planting beds. One (1) stake shall be used on trees of 1" caliper and under, of 6' height and under. Two (2) stakes are to be used on trees of 1" to 2" caliper. Guy trees of 2" caliper or larger with (3) stakes. The stakes shall be placed uniformly around the tree at equal lengths (if) inches from the outside face of the earth ball. Stakes are not attachment shall be removed after three months or as may be directed otherwise by the following May for fall planted stock by the Contractor. Staking and guying shall be done immediately after trees are set in planting operations.

O. Irrigation

1. All turf areas and plant material beds within the limits of work shall be irrigated with an automatic irrigation system.

2. The design, layout and installation of this system will be a design-build operation and will be the responsibility of the irrigation contractor. Irrigation contractor to provide the required sizing, specified, RPZ valves, etc.

3. Contractor shall be responsible (type, thickness) to install above the frost line, protected by plant material.

4. It shall be the responsibility of the landscape contractor or irrigation contractor to coordinate with the general contractor to locate and tap into the water main.

P. Seeding of seed bed from areas as shown on the Drawings and as follows:

1. Topsoil shall be spread in all areas to be seeded to the minimum depth of 6" when compacted. Do not perform any planting.

2. Seed mixtures and applications rate - use Premium Kentucky Bluegrass Mix - as supplied by Arbor Chem, Inc. Apply at a rate of 5 lbs/1,000 sf.

3. Apply fertilizers and soil conditioners at the rate specified per soil test through the use of starter rate, apply two (2) tons of ground agricultural limestone and 1000 lbs 10-10-10 or equivalent complete fertilizer per acre. At least 40 % of the fertilizer shall be of an organic origin.

4. Sod is required in areas where over-water facilities complete the installation of the sidewalks/ roadbed to a minimum depth of 6" before fertilizing and seeding. Fine grading of all seeded areas is required. The smooth area is to be at least 1" up to 1".

5. Watering: seed and sod areas shall be given adequate germination. Once seeds have germinated, watering may be decreased. Lawns shall not be mowed until they have been established by sod completely. Prospective watering shall not be continued, permanently for four (4) weeks after germination or completion of the facility as directed by the Owner's representative. Watering shall be done at a rate sufficient to thoroughly wet the soil to a depth of not less than 4" at each watering.

6. Turf seeding: prohibited 2% to already mixed conditions. It shall be the Contractor's responsibility to determine any and all conditions that may occur and shall be assumed to establish the full extent of the network. Seeded areas will be accepted when a uniform stand of the specified grass in healthy condition is obtained. 90 days has elapsed and work completed to this work. The Contractor shall submit written notice to the Owner of the intended and shall not begin work until receipt of approval.

Q. Erosion Control Blanket

1. Erosion Control Blanket shall be of the type and in the areas as shown on the plan.

2. Install S-75 Erosion Control Blanket as manufactured by North American Green or approved equal.

3. Blankets shall be placed parallel to the slope pattern.

4. Staples shall be 8" wide 150 lbs. spaced at the rate of 100 per square yard minimum.

5. Seeding of areas disturbed from grading operations shall be as follows:

1. Rake soil surface to remove stones completely remove any soil that is more than one day of site during 100.

2. Weeds prepared surface immediately prior to laying sod. Water thoroughly and allow surface moisture to penetrate planting bed. Do not create a muddy soil condition.

3. Sod within as under 24 hours from the time of stripping. Do not lay sod if ground is wet and the ground is frozen.

4. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod. Do not overlap. Stagger sod to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Hand pat or roll sod to insure good contact of sod with underlying soil. Fill voids with sod and remove excess sod to prevent smothering of adjacent grass.

5. Water sod immediately after planting.

6. Water and thoroughly with a fine spray immediately after planting.

7. Where sod will have direct contact with asphalt or concrete, a joint must be provided between the sod and such adjacent areas to prevent excessive drying of sod.

8. Sod to within 2" of perennial beds and bed edges to prevent erosion and washout.

9. Warranty sodding for a period of one (1) year from the end of the 90 day maintenance period of the initial planting and full growth as determined by the Landscape Architect or the Contractor will install sodding within replacements and re-sod of the affected areas at the Contractor's expense.

Note: Sod shall be a strong rooted grass by Bluegrass blend, and very pure in all areas included in the grass as well as free of weeds and undesirable grasses. Sod shall be harvested, delivered and installed within a period of 24 hours after cutting. Sod shall be machine cut at a uniform soil thickness of 3/4" (plus or minus 1/4"), exclusive of any top growth and thatch. Broken pads and irregularly shaped pieces will not be accepted. Sod shall be protected from excessive heat and wind during delivery. Standard sod shall be composed of not less than two (2) grass plants of the species specified

EXHIBIT E
PRELIMINARY ENGINEERING PLAN
FOR
WESTBURY VILLAGE
YORKVILLE, ILLINOIS

PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

PROJECT LOCATION

LOCATION MAP

N

CORNELL ROAD CROSS SECTION

GALENA RD. TURN LANE CROSS SECTION

LEGEND

EXISTING | PROPOSED | DESCRIPTION

SANITARY SEWER
WATERMAIN
SANITARY MANHOLE
VALVE & VAULT
WATER VALVE IN VAULT
FIRE HYDRANT
MANHOLE
CATCH BASIN
INLET
CLEANOUT
BOX CULVERT
HEADWALL
END SECTION
STORM SEWER
ROOF DRAIN CONNECT

NOTE: ALL SANITARY SEWER SHALL BE 8" SDR26 DIA. UNLESS OTHERWISE NOTED.

ALL WATERMAIN SHALL BE 8" DUCTILE DIA. UNLESS OTHERWISE NOTED.

COMMERCIAL SITE 22.7 ACRES

PARK/SCHOOL SITE 20.0 ACRES

KENDALL COUNTY FOREST PRESERVE

WOODSHOCK CREEK

CORNELL ROAD

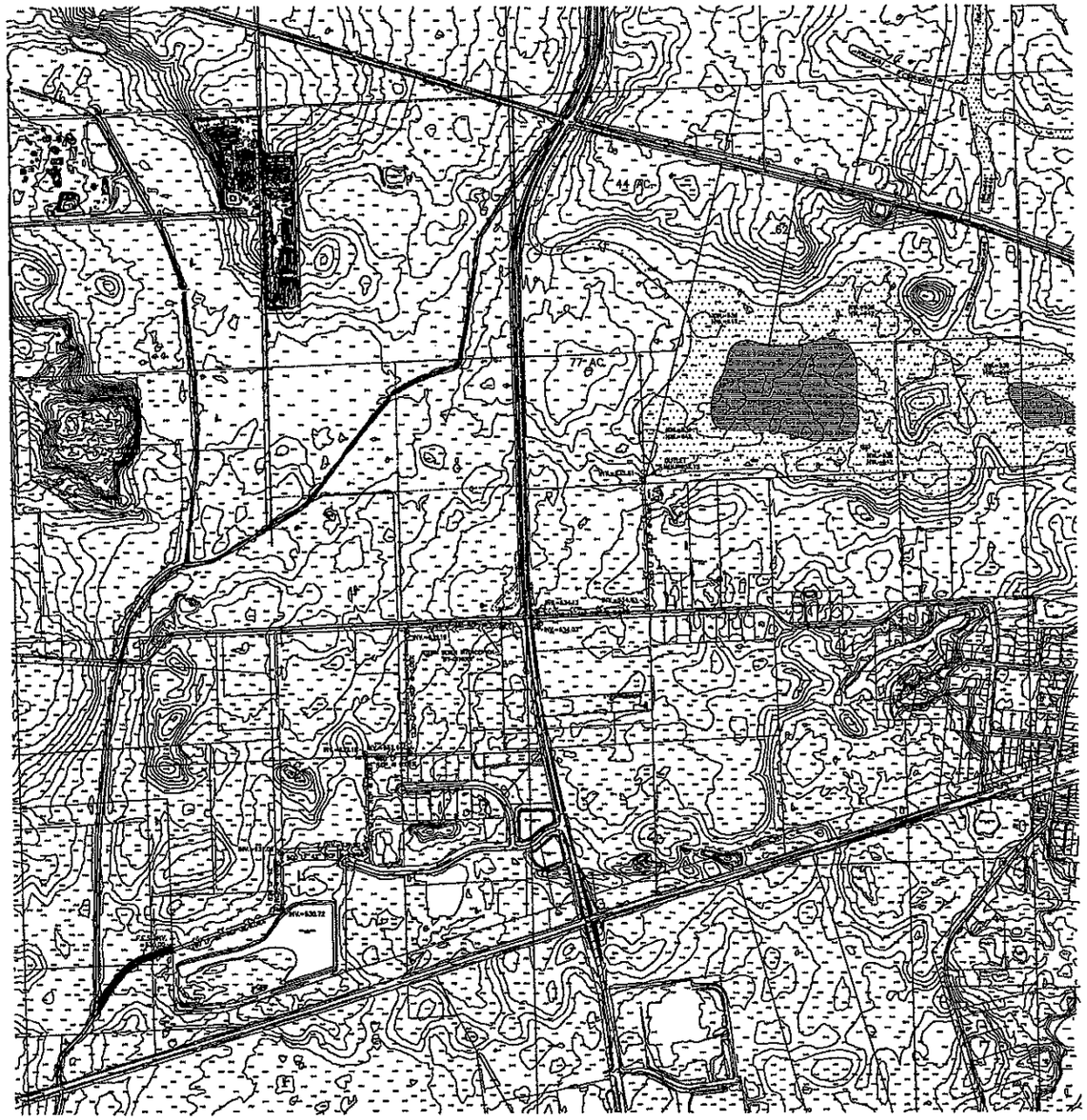
CORNELL PARKWAY STREET X-SECTION

CEMCON, Ltd.

OCEAN ATLANTIC
1800 DIAGONAL ROAD, SUITE 425

EXHIBIT F

RAYMOND OUTFALL STORMSEWER EXHIBIT



N

SCALE 1" = 875'

PREPARED FOR:
OCEAN ATLANTIC
1600 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-6060

PREPARED BY:
CEMCON, Ltd.
Civil Engineers, Land Surveyors & Planners
3330 Wash. Blvd. Oak Circle, Suite 100
Arlington, Virginia 22201-5573
PH. 703.841.3100 FAX. 703.841.3169
E-MAIL mail@cemcon.com WEBSITE www.cemcon.com

DR. NO.: 943518\Exhibits FILE NAME: OFFSITE STM EXHIBIT
DRAWN BY: DAC PLN. BK./PG. NO.: n/a
COMPLETION DATE: 04-30-01 JOB NO.: 943518
XREF: N/A TMS OFFSITE STM EXHIBIT

REV'S 04-17-08/DAC REVISED TITLE PER ETJ MEMO DATED 09-21-04

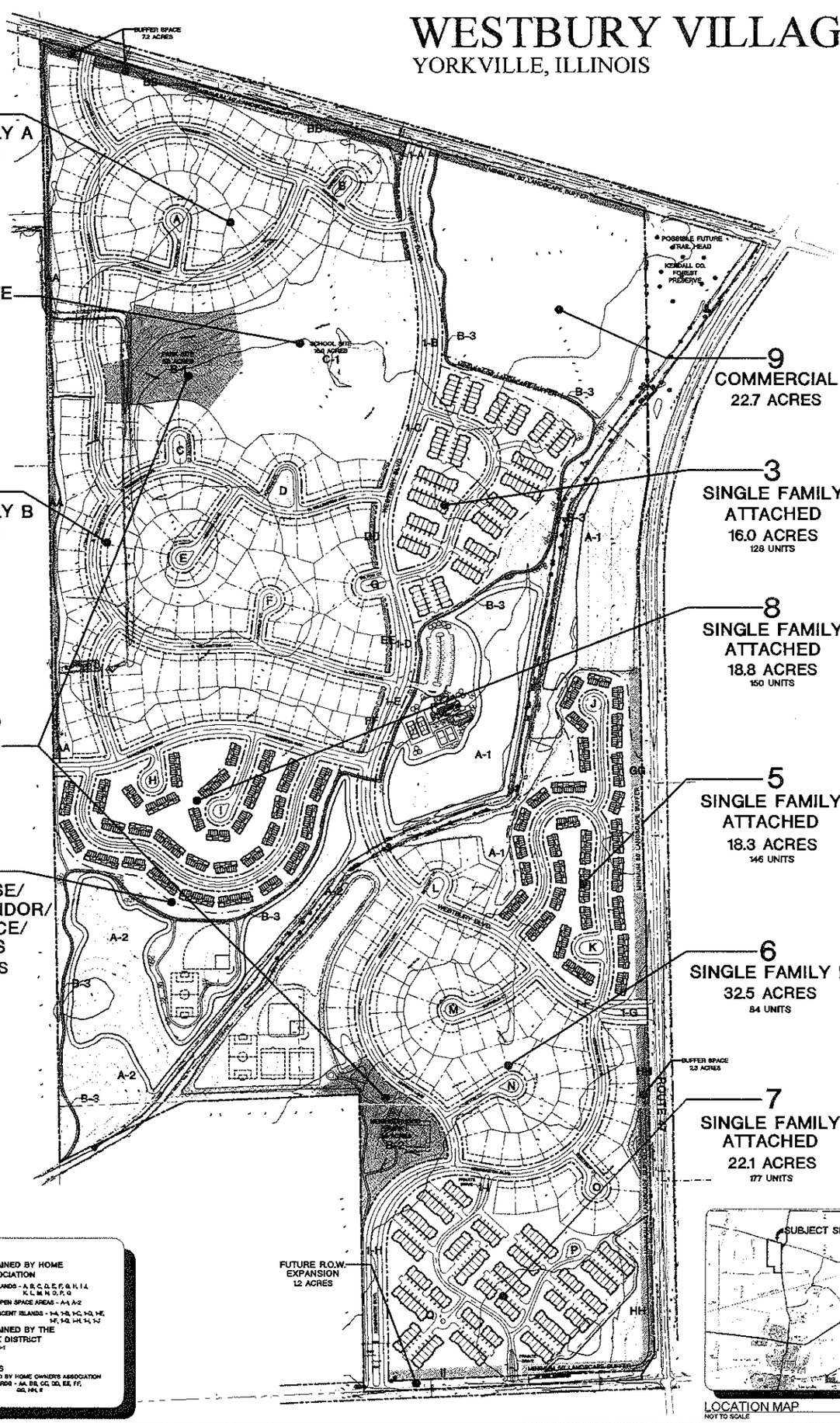
EXHIBIT E-1

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Home Owner's Assc.dwg DATE PRINTED: Feb 01, 2005 - 11:45am

EXHIBIT F

WESTBURY VILLAGE

YORKVILLE, ILLINOIS



AREAS MAINTAINED BY HOME OWNERS ASSOCIATION
CUL-DE-SAC ISLANDS - A, B, C, D, E, F, G, H, I & K, L, M, N, O, P, Q
DETENTION & OPEN SPACE AREAS - A-1, A-2
ROADWAY CRESCENT ISLANDS - I-A, I-B, I-C, I-D, I-E, I-F, I-G, I-H, I-I, I-J

AREAS MAINTAINED BY THE SCHOOL/PARK DISTRICT
B-1, B-2, B-3, C-1

BUFFER YARDS
MAINTAINED BY HOME OWNERS ASSOCIATION
BUFFER YARDS - AA, BB, CC, DD, EE, FF, GG, HH, II

SHEET NUMBER 1 OF 1

HOME OWNERS ASSC. & SCHOOL/PARK DISTRICT PLAN

200 100 0 200 400 600
SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

DRAWN BY:
REVISIONS:
DATE: 09.26.03
JOB NO.: 0134

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. $_____

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

Date:_____
Issuer:_____
Letter of Credit No.:_____
Developer:_____
Subdivision:_____
Unit No.:_____
Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ ($_____) Dollars for the account of _____.

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No._____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.

2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____(Subdivision Name, _____(Issuer name), _____(Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

ATTEST:

(Bank Name)

By:_____

By:_____

Title:_____

EXHIBIT "I-2"

PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR BOND REPAYMENT

[ON FILE WITH THE CITY]

EXHIBIT J

**This document was prepared by,
And following recording shall be
returned to:**

Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT, MADE THIS ___ DAY OF _____, 2003, WITNESSETH: That the undersigned, Richard A. Undesser Jr. and John F. Undesser, as Co-Executors of the Estate of Richard Undesser, deceased, and Richard A. Undesser Jr. and John F. Undesser as Co-Executors of the Estate of Henrietta Undesser, deceased and Richard A. Undesser Jr., Mary Momsen and John F. Undesser (hereinafter called "Grantor"), for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the United City of Yorkville, a municipal corporation, of County of Kendall, State of Illinois, (hereinafter called "Grantee"), a non-exclusive perpetual easement to construct, operate, maintain, inspect, remove, repair, abandon in place, replace and reconstruct (collectively, "Installation"), a pipeline, together with such valves, fittings, protective apparatus, fire hydrants, and all other equipment and appurtenances as may be convenient in connection therewith (collectively, the "Facilities") for the transportation of water under and across a strip of land, as described as Parcel One on Exhibit A which is attached hereto and incorporated herein (hereinafter referred to as the "Easement Premises"). The Grantor further grants the Grantee the right of ingress and egress to and from the Easement Premises for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions.

1. Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the aforesaid lands, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

2. Except for above-ground fire hydrants and valve vaults, Grantee shall install the Facilities in the Easement Premises with a minimum of five (5) feet of top cover.

3. In the course of installing the Facilities the Grantee shall undertake topsoil replacement procedures as follows:

The actual depth of the topsoil will first be stripped from the area to be excavated for the pipeline. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first, and the topsoil replaced next. The

topsoil must be replaced within the trench so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be achieved. In no instance will the topsoil materials be used for any other purpose, unless expressly authorized in writing by Grantor.

4. If Grantor's underground drainage tile is damaged by the installation of the Facilities, Grantee will repair the damaged tile line in a manner that assures the tile line's proper operation at the point of repair.

5. Grantee shall remove all Installation related debris and material which is not an integral part of the Facilities, including, without limitation, all litter generated by the construction crew. Grantee shall not backfill the top five (5) feet (or the actual depth of the top cover, if less than five (5) feet) of the pipeline trench with soil containing any rocks or a greater concentration or size than existed prior to the excavation for the Facilities. Following Installation, Grantee shall restore the Easement Premises to its pre-construction elevation and contour as soon as practical should uneven settling or surface drainage problems develop. Grantee shall cure all substantial ruts left after the Installation of the Facilities.

6. Grantee shall be liable to Grantor and the Grantor's farm tenant for damages to the farm tenant's rights, annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall be liable to compensate for any crop loss in the sum of $_____ per acre of corn crop damage and $____ per acre for soybean crop damage as shall be determined by the Grantor's farm tenant and the Grantee following completion of Installation activities.

7. The easement hereby granted shall be nonexclusive. The Grantor shall have the right fully to use and enjoy the Easement Premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee and except as otherwise specifically provided as follows.

a) Grantor reserves the right to construct roads, streets, sidewalks and utilities over, along, upon and across the Easement Premises, but Grantor must notify Grantee, in writing, at least thirty (30) days in advance, of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the integrity of the Facilities. Grantee's review of said engineering plans shall be completed in a timely matter and Grantee's approval or such construction shall not be unreasonably withheld.

b) Grantor shall not materially alter the grade of the Easement Premises without the prior, express written consent of the Grantee.

c) Grantor shall not excavate, drill, install and erect, or permit to be excavated, drilled, installed or erected on, over, under or across the Easement Premises any pit, well, foundation, or other similar structure without Grantee's prior, express written consent.

8. Grantee agrees that there shall be no above-ground appurtenances or facilities, except for necessary fire hydrants and valve vaults.

9. Notwithstanding any provision herein to the contrary, if Grantee, for whatever reason, fails to commence actual Installation of the Facilities within the Easement Premises within 365 days after the date of this instrument, then the right, title and interest of the Grantee, its successors and assigns in the Easement Premises and this Agreement shall be extinguished and revert to the Grantor, and Grantor's successors and assigns.

10. Grantee shall indemnify and hold Grantor and Grantor's successors and assigns harmless from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Installation, use, or existence of the Facilities, including damage to such Facilities and the leaking of its contents, except where the claims, injuries, suits, damages, costs, losses, and expenses arise out of the negligence or intentional acts of the Grantor and Grantor's agents, successors or assigns.

11. This Agreement is made and executed by the Grantor subject to any and all easements and covenants, conditions and restrictions of record heretofore existing.

12. The Grantor also grants and conveys unto the Grantee a temporary easement to enter upon and have access to the real property of Grantor, with necessary equipment, for the express purpose of undertaking the initial Installation of the Facilities. Said temporary easement is limited to the area herein described as and under the caption of Parcel Two on Exhibit A attached hereto.

This grant of temporary easement above described shall terminate 90 days after the initial Installation of the Facilities or one year from the execution of this Agreement, whichever occurs first. Upon termination, Grantee will return said property to Grantor as nearly as practicable to its original condition, according to the provisions herein provided.

13. Grantee represents that it will authorize Grantor to make reasonable connections to the Facilities at locations mutually acceptable to Grantor and Grantee and in accordance with sound engineering principles.

14. The Grantee hereunder waives the payment of money and any other consideration by Grantor for reimbursement or recapture for the Grantee's cost of Installing the Facilities, including any service laterals.

No provision herein shall be regarded as Grantee's waiver of Grantee's right to collect a tap-on/connection fee as required under Grantee's ordinances from time to time nor shall any provision herein be regarded as Grantee's waiver of Grantee's right to collect development and/or permit fees as required under Grantee's ordinances from time to time.

15. The laws of the State of Illinois shall govern the validity, performance and enforcement of this agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this agreement, or to secure any and all other remedies available at law or in equity in connection with the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Kendall County, Illinois.

16. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other

party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

17. This agreement supercedes all prior agreement and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof. There are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among then, other than are herein set forth.

18. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this agreement shall be binding upon the parties unless reduced to writing and signed by them or their successor in interest of their assigns.

19. Should any provision of this agreement or application thereof to any party or circumstance be held invalid and such invalidity does not affect other provisions or applications of this agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

20. All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the Grantee:
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

If the Owner:
Richard A. Undesser Jr.
_____ Galena Road
Bristol, IL 60512

Notices shall be deemed received on the third business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

21. This agreement, including all the covenants and conditions herein contained, shall be construed as creating an easement appurtenant to property owned by the Grantor, and shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors in title, agents and assigns of the Grantor and Grantee respectively.

By execution of this instrument through its authorized representatives the United City of Yorkville acknowledges and accepts the grant of easement for the purposes and on the terms and conditions set forth in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above named.

GRANTEE:
United City of Yorkville

By: _____ (SEAL)
Mayor

Attest: _____
Clerk

GRANTORS:

_____
Richard A. Undesser Jr.

and

_____
John F. Undesser

As Executors of the Estate of Richard Undesser, deceased

_____
Richard A. Undesser Jr.

and

_____
John F. Undesser

As Executors of the Estate of Henrietta Undesser, deceased

_____
Richard A. Undesser Jr.

_____
John F. Undesser

_____
Mary Momsen

PREPARED BY:
Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

1336473_v2

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor of the United City of Yorkville, and _____, Clerk in and for said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act as such Mayor and Clerk for the uses and purposes therein set forth.

Given under my name and notarial seal this ____ day of _____, 2003.

_____
Notary Public

EXHIBIT G

RIGHT-TO-FARM STATEMENT

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.

DEVIATIONS FROM CITY ORDINANCES

EXHIBIT H

Subdivision Control Ordinance No. 2002-2 Adopted 03-09-00

1) Section 7.06 Street Jogs:

Subdivision Control Ordinance Requirement:
Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited.

Variance Requested:
Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited, with an exception for eyebrows with landscaped islands, where one leg of the eyebrow shall align with the opposite street.

2) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:
Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft.

Variance Requested:
Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

3) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:
Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft.

Variance Requested:
Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

City of Yorkville Standard Specifications for Improvements Resolution No. 2000-4:

1) Paragraph 4:

Subdivision Control Ordinance Requirement:
No work is to start until the engineering plans have been approved by the City Engineer and the City Administrator and the pre-construction meeting has been held.

Variance Requested:
The developer shall have the right to begin mass earthwork operations, for no more than 100 acres at a time, at their risk, upon holding a pre-construction meeting and upon placement of a Letter of Credit for erosion control measures.

Ordinance No. 2002-40 Ordinance Amending United City of Yorkville Subdivision (Ordinance No. 2000-2) and United City of Yorkville Standard Specifications for Improvements (Resolution No. 2000-4)

1) Section 3: Requirements 1. a):

Subdivision Control Ordinance Requirement:
Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.5 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. The floodplain storage volume lost above the existing 10-year frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.

Variance Requested:
Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.0 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 100-year frequency flood elevation must be replaced below the proposed 100-year frequency flood elevation.

Draft Subdivision Ordinance:

1) Page S12, Section 8. A. Storm Water Retention (Wet Ponds):

Subdivision Control Ordinance Requirement:
These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 5:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be four (4) feet. Grating at all Retention ponds is required.

Variance Requested:
These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 4:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be seven (7) feet. Grating at all Retention ponds is required.

2) Page S12, Section 8. B. Storm Water Detention (Dry Ponds):

Subdivision Control Ordinance Requirement:
These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. A safety shelf of five (5) feet minimum, then (10) feet maximum in width is required. The embankment slope shall be 5:1. Slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. Grating at all Detention ponds is required.

Variance Requested:
These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The embankment slope shall be 4:1. One (1) percent slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be seven (7) feet. Grating at all Detention ponds is required.

DEVIATIONS FROM CITY ORDINANCE
EXHIBIT H

ONE FAMILY RESIDENCE DISTRICT:

SINGLE FAMILY DETACHED:

1.) MINIMUM LOT SIZE:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-3: Lot Area and Allowable Density; Item B)

> Lots served by both public sewerage and water facilities shall have an area of not less than **TWELVE THOUSAND (12,000) SQUARE FEET** and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item B – Performance Standards; #1. Single Family – Detached (Pod 1 – 85 units; Pod 2 – 120 units; Pod 6 – 84 units); a.)

> **Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than TWENTY-FIVE FEET (25') in depth, in which case the Minimum Lot Size may be reduced to 10,000 square feet.**

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-4: Yard Areas; Item B – Side Yards)

> A side yard on each side of the zoning lot of not less than **TEN FEET (10'),** or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #1. Single Family – Detached (Pod 1, 2, and 6); b. and c.)

> **The exterior corner side yard adjoining a street shall be a minimum of TWENTY-FIVE FEET (25'). (The minimum exterior corner side yard shall be TWENTY FEET [20'] on lots containing a 3-car garage.)**
>
> **Lots affected include:**
> **Pod 1 – Lots 2, 6, 17, 25, 43, 58, 65, 67, 80, and 81**
> **Pod 2 – Lots 4, 8, 10, 15, 16, 25, 31, 38, 39, 44, 56, 67, 84, and 91**
> **Pod 6 – Lots 2, 7, 8, 21, 28, 35, 37, 49, 53, 64, 74, 75**

The minimum side yard shall be EIGHT AND ONE HALF FEET (8.5'). (The minimum side yard shall be SEVEN AND ONE HALF FEET [7.5'] on lots containing a 3-car garage).

The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to TEN FEET (10') to accommodate this condition.

GENERAL RESIDENCE DISTRICT:

COURTYARD HOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); a.)

Front yard: Not less than TWENTY-FIVE FEET (25')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each **TWELVE FEET (12')** in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); c.)

Side Yards: TWO (2) Side yards, each TEN FEET (10') in width.

Side Yard Adjoining a Private street: If adjacent to private street, the minimum side yard shall be TWENTY FEET (20') from the edge of pavement.

3.) RESIDENTIAL REAR YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 3)

Rear Yard: Rear yard not less than **FORTY FEET (40')** in depth. (Ord. 1973-56A, 3-28-74)

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); d.)

Rear yard: Rear yard not less than THIRTY FEET (30') in depth.

TOWNHOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); a.)

Front yard: Not less than TWENTY FEET (20')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each **TWELVE FEET (12')** in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); c.)

Side Yard: TWO (2) side yards, each TEN FEET (10') in width.

MINIMUM BUILDING SEPARATIONS – SINGLE FAMILY ATTACHED: (See Attachment D-1)

Minimum building separations in Pods 3,5,7 and 8 shall be as follows

a.	Rear to Rear	60'
b.	Front to Side	40'
c.	Rear to Front	80'
d.	Garage to Garage	60'
e.	Side to Rear	40'
f.	Side to Side	20'

g. Front to Front 50'

Deviations From Minimum Building Separations: (See Exhibit C, Sheets L4 & L5)

POD 5:

Rear to Rear:

Buildings AA – W	**58'**
Buildings CC – U	**47'**

Front to Side:

Buildings U – T	**23'**

Rear to Front:

Buildings U – V	**49'**

POD 7:

Front to Side:

Buildings G – H	**25'**
Buildings Y-Z	**29'**
Buildings X – Z	**35'**
Buildings W – X	**37'**

Front to Front:

Buildings D – E	**25'**

POD 8:

Rear to Rear:

Buildings S – W	**48'**
Buildings W – AA	**57'**

MINIMUM ROADWAY STANDARDS – SINGLE FAMILY ATTACHED

1.) **Minimum Right-of-Way Width**

Subdivision Control Ordinance Requirement:
United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum right-of-way width for Local, Minor streets for row houses and apartments as **SIXTY-SIX FEET (66')**

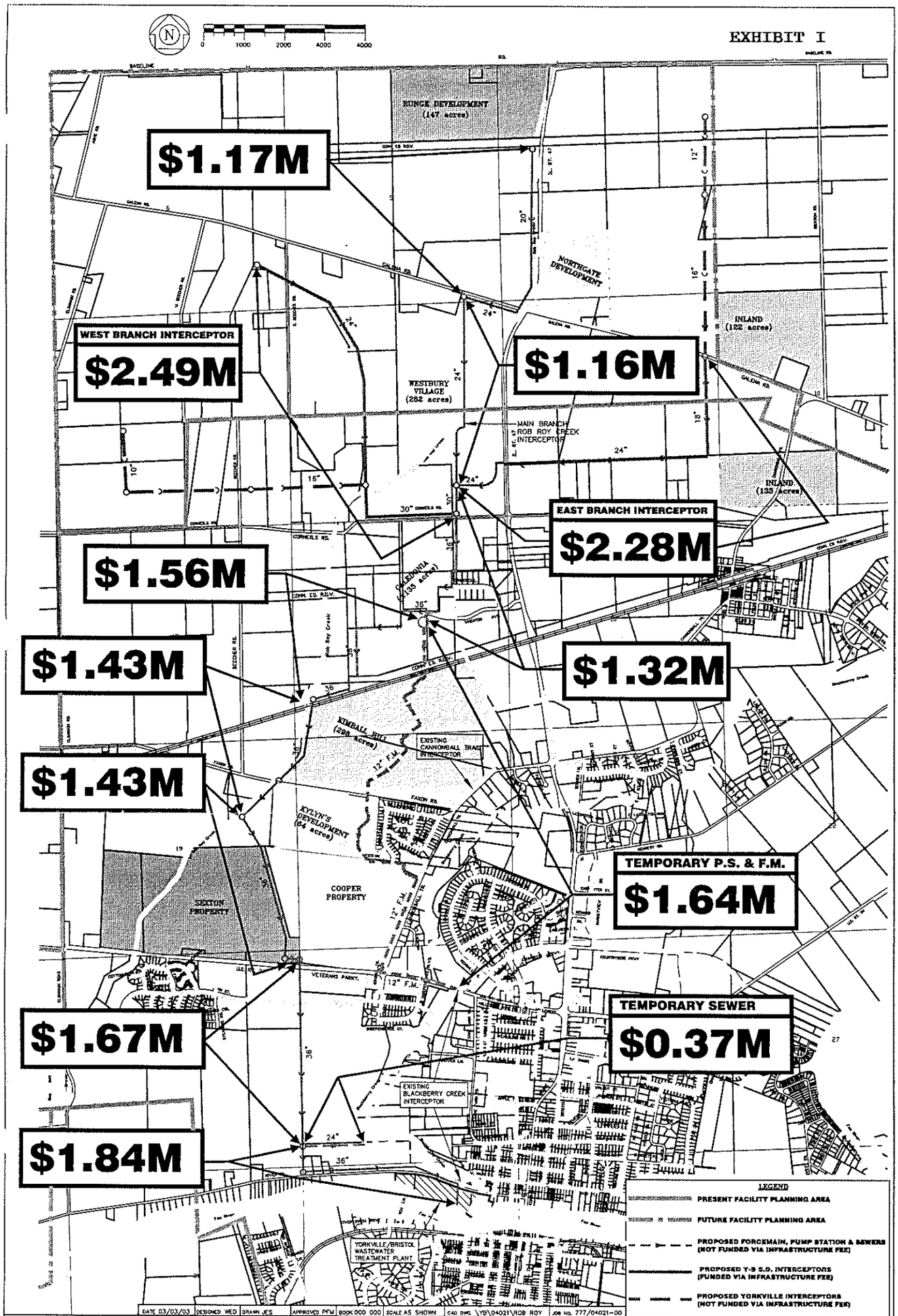
Variance Requested:
Pods 3, 5 and 8:
Right-of-way width for Local, Minor streets for townhomes and courtyard homes - SIXTY FEET (60')

2.) **Minimum Roadway Width**

United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum roadway width for Local, Minor streets for row houses and apartments as **THIRTY FEET (30')**

Variance Requested:
Pods 3, 5, 7 and 8:
Roadway width for Local, Minor Streets for townhomes and courtyard homes – TWENTY-FOUR (24')

EXHIBIT I



DATE 03/03/03 | DESIGNED WED | DRAWN JES | APPROVED PFM | BOOK 000 000 | SCALE AS SHOWN | CAD DWG. \YB\04021\ROB ROY | JOB NO. 777/04021-00

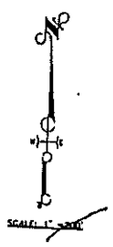
WALTER E. DEUCHLER ASSOCIATES, INC.
Consulting Engineers – Aurora, Illinois

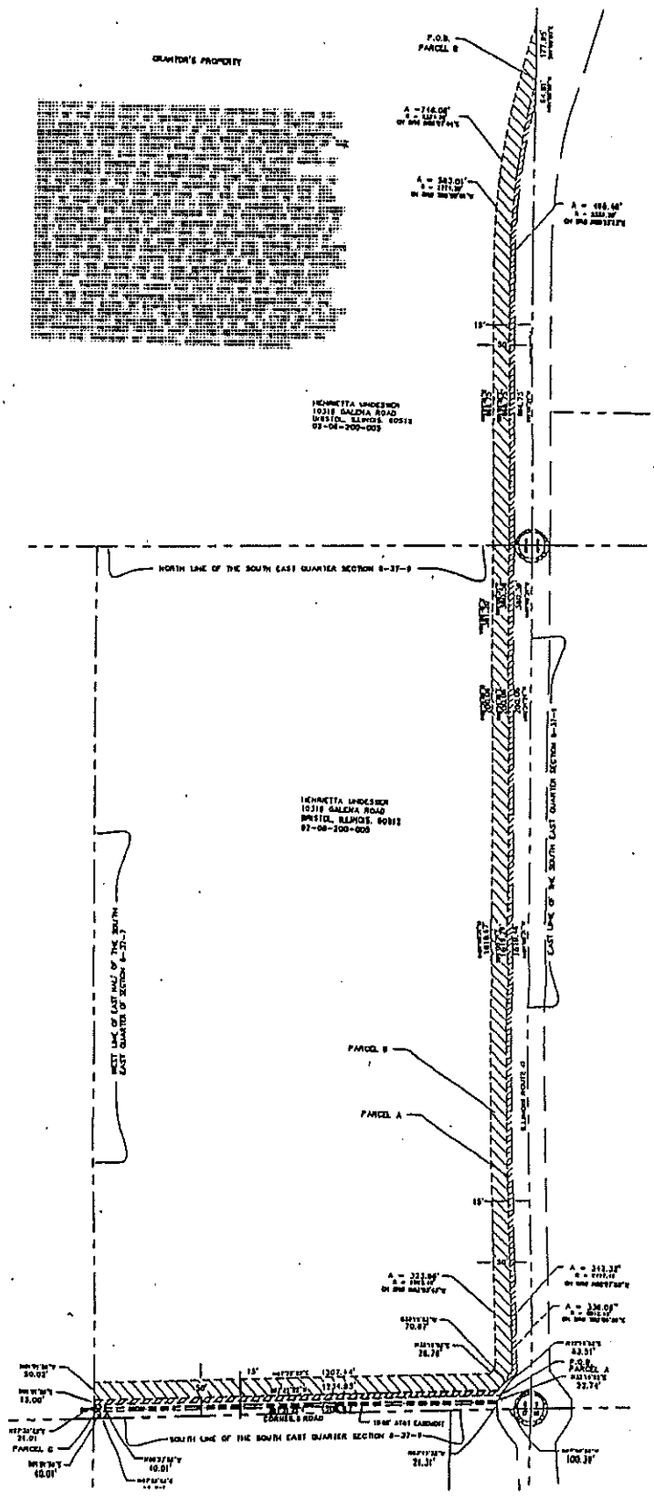
REVISIONS
REVISED: OCTOBER 8, 2003
REVISED: APRIL 2, 2004

YORKVILLE-BRISTOL SANITARY DISTRICT
ROB ROY CREEK INTERCEPTOR

Exhibit J

GRANT OF EASEMENT
FOR
WATERMAIN
TO THE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Open Space Allocation.dwg DATE PRINTED: Feb 03, 2005 - 2:52pm

EXHIBIT K

WESTBURY VILLAGE

YORKVILLE, ILLINOIS

BUFFER SPACE B
2.22 ACRES

GALENA ROAD

1
SINGLE FAMILY A
32.01 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
89 UNITS

REGIONAL TRAIL
.48 ACRES
LOCATED WITHIN BUFFER SPACE B

9
COMMERCIAL
22.70 ACRES

PARK SITE
4.68 ACRES
(MORE OR LESS)

PARK SITE 1
5.00 ACRES

SCHOOL SITE
15.00 ACRES

BUFFER SPACE A
4.19 ACRES

3
SINGLE FAMILY ATTACHED
16.75 ACRES
15.29 AC. LAND AREA
1.46 AC. REGIONAL DETENTION
134 UNITS
8.0 UNITS/ACRE

BUFFER SPACE C
0.15 ACRES

REGIONAL TRAIL
.93 ACRES
LOCATED WITHIN POD 4-B

2
SINGLE FAMILY B
45.13 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
116 UNITS

BUFFER SPACE D
0.17 ACRES

4-B
OPEN SPACE B:
CREEK CORRIDOR/
CLUBHOUSE
24.12 ACRES

ILLINOIS RTE. 47

BUFFER SPACE E
0.15 ACRES

REGIONAL TRAIL
.29 ACRES

8
SINGLE FAMILY ATTACHED
18.87 ACRES
18.91 AC. LAND AREA
1.96 AC. REGIONAL DETENTION
150 UNITS
8.0 UNITS/ACRE

REGIONAL TRAIL
.27 ACRES

5
SINGLE FAMILY ATTACHED
18.30 ACRES
14.19 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
146 UNITS
8.0 UNITS/ACRE

INTERNAL R.O.W.
.61 ACRES

REGIONAL TRAIL
.82 ACRES
LOCATED WITHIN POD 4-A

4-A
OPEN SPACE A:
CREEK CORRIDOR/
DETENTION - PODS 1, 2, 6
26.07 ACRES

6
SINGLE FAMILY B
31.68 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
84 UNITS

REGIONAL TRAIL
.43 ACRES
LOCATED WITHIN POD 4-A

BUFFER SPACE F
4.09 ACRES

ROUTE 47

PARK SITE 2
3.81 ACRES

OPEN SPACE D
.27 ACRES

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

OPEN SPACE C
2.29 ACRES

BUFFER SPACE G
1.32 ACRES

CORNELIS ROAD
CORNELIS ROAD PROPOSED R.O.W. EXPANSION
1.19 ACRES

PROPOSED RETENTION
PARK LAND REQUIREMENT
OPEN SPACE
SCHOOL LAND DONATION

Stormwater Summary:

Single Family stormwater requirement Pods 1, 2, and 6	9.52 acres
Single Family Attached stormwater requirement Pods 3, 5, 7, and 8 (Allocated to the Single Family Attached Total Acreage)	10.09 acres
Total Stormwater Requirement	19.61 acres
15% stormwater open space credit (Based on the 19.61 acres of stormwater requirement)	2.94 acres

SITE DATA

SINGLE FAMILY 12,000 SQ. FT.	106.82 ACRES NEIGHBORHOODS 1, 2, 5, 6	36.2%	259 UNITS
SINGLE FAMILY ATTACHED	75.27 ACRES	25.0%	601 UNITS
TOWNHOMES (INCLUDES 10% AC. STORMWATER REQUIREMENT)	37.10 AC.		296 UNITS
COURTYARD HOMES (INCLUDES 4.66 AC. STORMWATER REQUIREMENT)	38.17 AC.		305 UNITS
OPEN SPACE	92.07 ACRES	30.6%	
OPEN SPACE A	16.55 AC.		
OPEN SPACE B	24.12 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	9.52 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	5.00 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	12.29 AC.		
REGIONAL TRAIL	3.52 AC.		
COMMERCIAL	22.70 ACRES	7.6%	
INTERNAL R.O.W.	.61 ACRES	.2%	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNELIS ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4%	
TOTAL	300.66 ACRES	100%	890 UNITS 2.96 UNITS/ACRE

1. Open Space Summary

Open Space A	30.59 acres (=16.55 ac. O.S.+14.04 ac. Stormwater Detention)
Open Space B	29.69 acres (= 24.12 ac. O.S.+5.57 ac. Stormwater Detention)
Open Space C	2.29 acres
Open Space D	.27 acres
Buffers	12.29 acres
School Site	15.00 acres
Park Site #1	5.00 acres
Park Site #2	3.81 acres
Trail	3.22 acres
	102.16 acres open space

2. Park District Land Requirement

SF: 269 units x 3.75 = 1,084 pop.
MF: 601 units x 2.196 = 1,320 pop.
Total 890 units 2,404 pop.

2,396 pop. x 10 = 23.95 = 12.62 acres donation
1000 2 in land

3. Open Space Allocation

*25% Open Space - 69.5 acres. Based upon the transitional use in the comprehensive plan, which was measured to be 278ac.

Existing Open Space	102.16
Park Donation	- 12.62
Eligible Open Space	90.14
Single Family Storm Water Detention	- 19.61
Remaining Open Space	70.53
15% Storm Water Credit Consideration	+2.94
Acres Open Space	73.47

4. Comprehensive Plan Consistency

1. 26.4% Open space - 73.47 acres (278.0 x 25%)
2. 2.94 Units per acre- 3.5 Housing units per acre permitted
3. 25% of the project area is attached housing - 75.27 acres
4. Maximum density of 8 units/acre on a gross area basis for Multi-Family parcels.

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

OPEN SPACE ALLOCATION

200 100 0 200 400 600
SCALE IN FEET

NORTH

SHEET NUMBER OF

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
tlg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

DRAWN BY:
TEL

REVISIONS
03.05.04
03.18.04
04.30.04

DATE 02.12.04

JOB NO. 0134

Exhibit L

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTBURY

MASTER HOMEOWNERS' ASSOCIATION

TABLE OF CONTENTS

		Page
ARTICLE I.	DEFINITIONS	2
Section 1.	"Master Association"	2
Section 2.	"Board"	2
Section 3.	"Covenants and Restrictions"	2
Section 4.	"Declarant"	2
Section 5.	."Development Tract"	3
Section 6.	"Dwelling Unit"	3
Section 7.	"Final Plat"	3
Section 8.	"Landscape Easements"	3
Section 9.	"Lot"	3
Section 10.	"Member"	3
Section 11.	"Occupant"	3
Section 12.	"Outlots"	3
Section 13.	"Owner"	3
Section 14.	"Parcel"	4
Section 15.	"Person"	4
Section 16.	"Pod"	4
Section 17.	"Record" or "place of record"	4
ARTICLE II.	PROPERTY SUBJECT TO THIS DECLARATION	4
Section 1.	Existing Subdivided Property	4
Section 2.	Burden Upon the Property	4
Section 3.	Non-Severability of Rights	5
Section 4.	Excluded Property	5
ARTICLE III.	GENERAL PURPOSE	8
ARTICLE IV.	MASTER ASSOCIATION	8
Section 1.	Creation	8
Section 2.	Membership	8
Section 3.	Voting Rights	9
Section 4.	Powers, Duties and Responsibility	10
Section 5.	Board of Directors	12
Section 6.	Meetings	17
Section 7.	Loans and Encumbrances	18
Section 8.	Rules and Regulations	18
ARTICLE V.	MAINTENANCE ASSESSMENTS FOR WESTBURY	18
Section 1.	Creation of the Lien and Personal Obligation of Assessments	18
Section 2.	Purpose of Assessments	19
Section 3.	Regular Assessments	19
Section 4.	Procedure	20
Section 5.	Change in Basis of Regular Assessments	21
Section 6.	Special Assessment for Maintenance Expenses	21
Section 7.	Special Assessment for Capital Improvements	22
Section 8.	Reserve and Contingency Fund	22
Section 9.	Effect of Non-Payment of an Assessment	23

TABLE OF CONTENTS
(continued)

		Page
Section 10.	Continuing Obligation	24
Section 11.	Accounting	25
Section 12.	Non-Escape from Obligation	25
Section 13.	Subordination of the Lien to the Mortgage	25
ARTICLE VI.	MAINTENANCE AND REPAIR	26
Section 1.	Responsibility of Owners	26
Section 2.	Responsibility of Master Association	26
Section 3.	Liability for Damage to Property	27
Section 4.	Maintenance of Landscape Easements and Outlots	27
Section 5.	Sidewalks	27
ARTICLE VII.	APPEARANCE CONTROL COMMITTEE, ARCHITECTURAL STANDARDS AND USE RESTRICTIONS	28
Section 1.	Creation of Appearance Control Committee	28
Section 2.	Review and Approval of Plans	28
Section 3.	Enforcement	29
Section 4.	Architectural and Construction Standards for Dwelling Units	30
Section 5.	Accessory Buildings	30
Section 6.	Animals	30
Section 7.	Antennae and Satellite Dishes	31
Section 8.	Condition of Property	31
Section 9.	Fences	31
Section 10.	Home Occupations	32
Section 11.	Recreational Vehicles	32
Section 12.	Signs	32
Section 13.	Swimming Pools	33
Section 14.	Trucks	33
Section 15.	Quiet Enjoyment	33
Section 16.	Application of Government Regulations	33
ARTICLE VIII.	DECLARANT'S RESERVED RIGHTS	39
Section 1.	Easements	39
Section 2.	General Rights	39
ARTICLE IX.	EASEMENTS	40
Section 1.	Easements for Utilities	40
Section 2.	Landscape Easements	40
ARTICLE X.	RIGHTS OF MORTGAGE HOLDERS	41
Section 1.	Notice	41
Section 2.	Claims for Assessments	42
Section 3.	Books and Records	42
ARTICLE XI.	PROVISIONS RELATING TO OWNERSHIP OF INDIVIDUAL HOMES AND UNITS WITHIN WESTBURY	42
Section 1.	Right to Farm.	42
Section 2.	Stub Street Connections.	42
Section 3.	Right to Operate Industrial Park	43

TABLE OF CONTENTS
(continued)

Page

ARTICLE XII.	AMENDMENTS	43
Section 1.	Amendments	43
Section 2.	Notice of Amendment	43
Section 3.	Rights of Declarant	44
ARTICLE XIII.	GENERAL PROVISIONS	44
Section 1.	Duration	44
Section 2.	Notices	44
Section 3.	Model Homes	45
Section 4.	Leasing of Residence	45
Section 5.	Rights and Obligations	45
Section 6.	Liberal Construction	46
Section 7.	Covenant to Abide by this Declaration	46
Section 8.	Covenant in Event of Dissolution of the Master Association	46
Section 9.	Property Ownership in Trust	46
Section 10.	Termination of Restriction	47
Section 11.	Fines	47
Section 12.	Enforcement	47
Section 13.	Severability	48

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTBURY MASTER ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for Westbury Master Association (this "Declaration") is made this _____ day of _____, 2003, by Ocean Atlantic Development, L.L.C., a Delaware limited liability company ("Ocean Atlantic") (collectively, Ocean Atlantic is hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property commonly known as the Westbury subdivision and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Westbury" or the "Development Tract"), and

WHEREAS, Declarant is the owner and developer of Westbury; and

WHEREAS, Westbury will be developed in phases as single family detached homes, multifamily communities and an age targeted community; and

WHEREAS, Declarant desires to promote the orderly development of Westbury and to provide for the maintenance of open spaces and other common areas or facilities by subjecting Westbury to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Westbury, to create a master homeowners' association (the "Master Association") to which should be delegated and assigned the powers of administering and

enforcing the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of Westbury. These terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Master Association" shall mean and refer to the Westbury subdivision master homeowners' association, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Westbury Master Association.

Section 3. "Covenants and Restrictions" shall mean and refer to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 4. "Declarant" shall mean and refer to Ocean Atlantic, their successors and assigns (other than the purchaser of a Lot).

Section 5. "Development Tract" shall mean and refer to the property herein referred to and legally described in Exhibit A which by this Declaration has been subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling Unit" shall mean and refer to a residential housing unit within the Development Tract designed for and occupied by a single family in a single-family detached dwelling unit, multi-family building, townhouse or other attached dwelling unit.

Section 7. "Final Plat" shall mean and refer to the Final Subdivision Plat for Westbury subdivision, recorded by the Recorder of Kendall County on _____, ____ as Document No. _____, which is attached hereto as Exhibit B.

Section 8. "Landscape Easements" shall mean and refer to those easements for landscaping purposes which are so designated on the Final Plat or which are subsequently accepted by the Master Association.

Section 9. "Lot" shall mean and refer to a parcel of land under common fee ownership, occupied or intended for occupancy by one dwelling and having frontage on a street.

Section 10. "Member" shall mean and refer to a person(s) or entity which holds membership in the Master Association due to ownership of a Lot or a Parcel within the Development Tract.

Section 11. "Occupant" shall mean and refer to a person or persons, other than an Owner, in lawful possession of one or more Dwelling Units.

Section 12. "Outlots" shall mean and refer to those lots identified as Outlots A, B, C, D, E, F and G, as shown on the Final Plat.

Section 13. "Owner" shall mean and refer to the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot or

Dwelling Unit within the Development Tract, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include (i) any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Lot or Dwelling Unit and (ii) Declarant as to all unsold Lots or Dwelling Units which are or will be constructed on the Development Tract.

Section 14. "Parcel" shall mean each of the Pods designated Nos. 1-9 on the Final Plat

Section 15. "Person" shall mean and refer to a natural individual, corporation, partnership, or other entity capable of holding title to, or any lesser interest in, real property.

Section 16. "Pod" shall mean a portion of the Development Tract consisting of a number of Lots indicated as such on the Final Plat and intended for sale to and development by a single ownership entity, which entity will transfer Lots or Dwelling Units to third party purchasers.

Section 17. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Kendall County, Illinois.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. Declarant declares that this Declaration and the Covenants and Restrictions established herein shall be covenants to run with the land. Said Covenants and Restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective mortgagees, heirs, administrators, executors, legal

representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

Section 4. Excluded Property. Any real property designated as school sites or park sites and/or which will be donated and/or sold to the appropriate governmental authority (collectively, the "School and Park Sites") shall be specifically excluded from the Covenants and Restrictions established by this Declaration and shall not be subjected to this Declaration at the time of the recording of this Declaration. There are currently no properties excluded as such. This exemption shall also apply to any other properties within Westbury that are subsequently acquired as school sites or park sites by a governmental authority. This exemption shall not apply to any Lots created within the Development Tract which are owned by a governmental authority and are used for residential purposes.

The School and Park Sites shall remain excluded from the provisions of the Declaration provided that they are not used for residential purposes. If any property is used or converted for use for residential purposes, it shall immediately become subject to the provisions of the Declaration and the Covenants and Restrictions established by the Declaration without any further action by the owners of said properties, the Master Association and/or Declarant.

Section 5. Annexation of Additional Properties.

a. Annexation by Covenator. Declarant may, without the consent or approval of the Master Association or any Members, annex to the Development Tract all or part of the real estate legally described on Exhibit C attached hereto or any real estate contiguous thereto (collectively, the "Additional Land") from time to time, by a written instrument signed by Declarant and recorded with the Kendall County Recorder. Should Declarant develop land within Additional Land within ten (10) years after the date of this Declaration, such Additional Land may be annexed to the Development Tract without the assent of the Members. Such Additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to the Development Tract and subjected to the provisions of this Declaration if within such ten (10) year period Declarant executes and records an Amendment or Supplementary Declaration with the Office of the Recorder of Kendall County, Illinois, describing the portion to be annexed to said Development Tract and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such Amendment or Supplementary Declaration may designate Lots and Common Area.

i. Prior to the time Declarant annexes any such Additional Land to the Development Tract, it shall first (a) pay or cause to be paid all general real taxes that are due and payable at the time of annexation, and (b) complete, cause to be completed, or make

arrangements for or cause arrangements to be made for the completion of (by posting bonds, letters of credit, or other security with the Village) all public and quasi-public improvements required by the Village to service the Lot(s) or Parcel(s) to be contained in the phases(s) then being annexed. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Development Tract subjected to this Declaration free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Illinois mechanics' lien laws.

b. Annexation by the Members. Annexation of any real estate to the Development tract other than property within the Additional Land shall require the recording with the Kendall County Recorder of an instrument signed by the Master Association with the assent of not less than sixty-seven percent (67%) of the votes of the Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

c. Annexation Limited to Lots and Common Area. No real estate may be annexed to the Development Tract other than real estate that will fall within the definition of "Lot" or "Parcel", as set forth in Article I hereof.

ARTICLE III.

GENERAL PURPOSE

The purpose of this Declaration is to provide high standards of maintenance in the Development Tract so as to ensure a residential community of the highest quality and character for the benefit and convenience of all Owners of Lots in and all residents of the Westbury subdivision.

ARTICLE IV.

MASTER ASSOCIATION

Section 1. Creation. Declarant shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation named the Westbury subdivision Master Association.

Section 2. Membership. Every person or entity who is a record Owner of a Lot or Parcel in Westbury, or who is the beneficiary of a land trust holding title to a Lot or Parcel in Westbury, shall be a Member of the Master Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to such effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot or Parcel in the Development Tract. Membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of its ownership of a Lot or Parcel in Westbury at which time the new Owner shall automatically become a Member of the Master Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot or Parcel to which it is appurtenant.

If more than one person or entity is the record Owner of or a beneficiary of a land trust holding title to a Lot or Parcel in Westbury, all such persons or entities shall be considered collectively as one Member.

Each Member of the Master Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Master Association, and the rules and regulations promulgated from time to time by the Master Association or its Board of Directors.

Any person or entity who holds an interest in a Lot or Parcel in Westbury merely as a security for the performance of an obligation or any person in possession of a Lot or Parcel under a contract to purchase such Lot shall not be a Member of the Master Association.

No Member shall have any right or power to disclaim, terminate, or withdraw from its membership in the Master Association or from any of its obligations as such Member by abandonment of its residence or for any other reason.

Ownership of a Lot or Parcel in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Master Association shall have two classes of voting Member:

a. Class A: Class A Members shall be all record Owners of Lots in Westbury and all beneficiaries of land trusts holding title to Lots in Westbury with the exception of Declarant and any related owners of a Parcel in the Development Tract.

b. Class B: Class B Member shall be Declarant and any subsequent record Owner of a Parcel in the Development Tract.

The Class A Members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record Owner or beneficiary of the title-holding land trust of a Lot in Westbury, then the vote for that Lot shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B Members shall be entitled to ten votes for each Lot owned in the Development Tract.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) upon conveyance of the title of a Lot in Westbury or (ii) whenever the Class B Member elects to do so.

The Master Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Master Association against the Member's Lot or Parcel remains unpaid.

Section 4. Powers, Duties and Responsibility. The Master Association is created to carry out the purpose of this Declaration. In order to carry out that purpose, the Master Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Lots or Parcels in Westbury. It shall exercise the following powers and shall assume the following duties and responsibilities:

a. to provide for the highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of the Westbury subdivision;

b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Master Association;

c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator or for any of the purposes of the Master Association;

d. to maintain, repair, and replace the following in Westbury:

i. all entrance monuments and gates and accompanying landscaping, vegetation and grass; said entrance monuments may, but are not required to be located on the Outlots;

ii. all vegetation planted by Declarant or Master Association, within Landscape Easements and on the Outlots;

iii. all vegetation, including grass, within the public rights-of-way adjacent to Landscape Easements and the Outlots;

iv. all fences located within Landscape Easements and the Outlots which were installed by Declarant or the Master Association;

v. Common Area and its elements, including but not limited to grass, trees, shrubs, plantings, and other landscaping located within Common Area, and lighting, gazebos and other structures and improvements located within or upon Common Area;

vi. stormwater retention areas located on Common Area within the Development Tract, together with any improvements thereto;

vii. streets located within the Development Tract as designated on the Plat, including maintenance and repair of the street printed asphalt areas, including public rights-of-way ;

viii. pathways designed to accommodate bicycle and pedestrian traffic and installed by the Declarant, whether located on Common Area or within public rights-of-way within or abutting the Development Tract, but expressly excluding any such pathways located on Village property; and

ix. any property owned or leased by the Master Association.

e. to provide for a general fund to enable the Master Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;

f. to enforce any lien for non-payment of any assessment;

g. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs in the Master Association shall be managed by a Board of Directors.

a. The initial control and management of the Master Association shall be entrusted to an initial Board which shall consist of three directors (the "Initial Board"). Said Initial Board shall be selected by Declarant and the Members and need not be Owners of Lots in Westbury. The Initial Board shall hold office until a membership meeting to be held on the first Tuesday in October of the year following the completion and occupancy of Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract. Said meeting ("the Annual Membership Meeting") may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board delivered to the membership not less than twenty days prior to the date fixed for said rescheduled meeting. Prior to the completion and occupancy of the Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract, the Initial Board reserves the right to transfer control and management of the Master Association to a second Board at any time it so decides irrespective of the criteria set forth in this paragraph.

b. When the Initial Board shall cease to hold office as specified herein, there shall be a meeting of the Members of the Master Association for the purpose of electing a second Board. Said Board shall consist of five directors who shall hold office for two-year terms. The five directors shall hold office as follows: the three directors receiving the highest number of

votes shall hold office for two years and the remaining two directors shall hold office for one year only.

c. The By-Laws of the Master Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

d. There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the Annual Membership Meeting to be held on the first Tuesday of October of each year or at such other reasonable time or date not more than thirty days before or after said dates as may be designated by written notice of the Board delivered to the membership no less than twenty days prior to the date fixed for said rescheduled meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article IV, Section 3 above.

e. The Board shall have the power to fill any vacancy that may occur in their own number or in any office of the Master Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

f. If any director fails to attend at least fifty percent of the meetings of the Board in any fiscal year, the Board may in its sole discretion declare the office vacant.

g. The regular meeting of the Board shall be held immediately after and at the same place as each Annual Membership Meeting. The Board shall establish a regular schedule and same shall be made available to the membership as the Board deems appropriate. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.

h. A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board. If a quorum is not present, a lesser number may reschedule the meeting to another date.

i. The officers of the Master Association shall be president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board and may be removed by the majority of the directors at any regular meeting or any special meeting called for

that purpose. The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Master Association.

j. The Members of the Board (including the Initial Board and the subsequent Member-elected Boards) and the officers of the Master Association shall not be liable to the Master Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Master Association shall indemnify and hold harmless the Members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same were contrary to the provisions of this Declaration. The liability of any Owner shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration multiplied by the total number of Lots owned by the Owner. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Master Association.

k. In the event of any disagreement between the Board and any Member of the Master Association (i) relating to the maintenance, repair, or replacement of improvements within the landscape easements, stormwater management easements or entrance monuments or (ii) any questions or

interpretation or application of the provisions of this Declaration or the By-Laws of the Master Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Master Association.

Section 6. Meetings. The initial meeting of the voting Members of the Master Association shall be held as specified in Article IV, Section 5 herein. Declarant or the Initial Board shall notify the Members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Tuesday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said meeting. The purpose of the initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings may be called by the President, the Board, or the voting Members having, in the aggregate, not less than ten percent of the total votes of the Master Association. Special meetings shall be held as provided in the Master Association By-Laws.

The presence in person or by written proxy at any meeting of the voting Members having twenty percent of the total votes of the Master Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Master Association, any

action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

Section 7. Loans and Encumbrances. The Master Association through the Board may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by the majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of not less than twenty percent of the total membership shall constitute a quorum. However, said loan or encumbrance must be approved by not less than fifty percent of the total membership of the Master Association. This provision shall not restrict the power of the Board or the Master Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended except by approval of not less than fifty percent of the total membership of the Master Association present either in person or by written proxy at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

Section 8. Rules and Regulations. The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Development Tract, subject to the terms of this Declaration.

ARTICLE V.

MAINTENANCE ASSESSMENTS FOR WESTBURY

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or Parcel in the Westbury subdivision, by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other

document or conveyance, shall be deemed to covenant and agree to pay to the Master Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot or Parcel against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot or Parcel at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract and for any purpose of the Master Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the Members in the ratio that the number of Lots owned by such Member bears to the total number of Lots in the Development Tract (or in the ratio that the acreage of the Parcel and owned by Member bears to the total Acreage of the Development) as the same is constituted from time to time.

Section 3. Regular Assessments. The Master Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Master Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board shall determine the amount of the assessment against each Lot, including any vacant Lot, but excluding the Outlots as shown on the Final Plat, for each assessment year. The assessment shall be allocated equally against all Lots in the Westbury subdivision (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat). The Assessment shall be allocated to a Parcel in accordance with the ratio of the Parcel's acreage to the entire undeveloped area. The Board shall notify in writing each Member of the Master Association of the amount of the assessment against the Members' Lot or Parcel no later than February 1 of each calendar year. On or before April 1 of the ensuing calendar year, or otherwise as provided by the Board of Directors, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Master Association the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all Members with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus allocations to reserves. Any amount accumulated in excess of the amount of required expenses and allocations to reserves shall be either: (i) deposited in the reserve fund or (ii) refunded to each Owner according to each Owner's share of the total assessment or (iii) remain in the operating account or (iv) distributed in a combination of (i), (ii) and/or (iii); the Board in its sole discretion shall make said election. If there is a net shortage in excess of five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be billed to each Owner according to each Owner's share of the total assessments and same shall be payable within thirty days of billing. If there is a net shortage of less than five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be

included in the budget for the next fiscal year. The Board shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

The Master Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or managing agent of the Master Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Change in Basis of Regular Assessments. The Board of the Master Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 6. Special Assessment for Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any taxes or unexpected repair or replacement of any of the items set forth in Article IV, Section 4 above, provided that any such assessments shall be approved by a majority of the Board, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Any special assessment shall be allocated equally to the extent possible against all Lots in the Westbury subdivision and against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat).

Section 7. Special Assessment for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of any fencing within Landscape Easements installed by either Declarant or the Association, any entrance monuments, or other facilities for the Westbury subdivision, provided that any such assessment shall be approved by a majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose.

The presence in person or by written proxy at said meeting of twenty percent of the total membership shall constitute a quorum. However, said assessment must be approved by a majority vote of Members in attendance either in person or by written proxy but by not less than twenty percent of the total membership of the Master Association.

This provision may not be amended unless fifty percent of the total membership of the Master Association, present either in person or by written proxy, approves such amendment at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

The special assessment shall be allocated equally to the extent possible against all Lots in Westbury and shall be allocated against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area.

Section 8. Reserve and Contingency Fund. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Upon the conveyance of title to a Lot to the first purchaser of a house on said Lot, the grantee thereof shall pay to the Master Association the sum of $100.00 which shall be deposited in the reserve and contingency fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of said

Lot. The Board shall have the right to annually budget an amount to be allocated to the reserve and contingency fund; said amount to be determined at the sole discretion of the Board. The Board may also transfer excess annual operating funds to the reserve and contingency fund.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and reasonable costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon the property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless (i) expressly assumed by them or (ii) said successors in title fail to require the then Owner to provide an assessment letter from the Association at the time of conveyance. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan on the Lot.

If the assessment is not paid when due, a late fee shall be charged to defray the costs and expenses of processing and attempting to collect said assessment. The late fee shall be

calculated at ten percent of the total cost of the assessment and shall be charged for each thirty day period, or any fraction thereof, that said assessment remains unpaid. The assessment and the delinquency fee shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Master Association may bring an action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all reasonable costs of preparing and filing the complaint and maintaining and concluding such action, including the reasonable cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all reasonable costs of the action. The venue for all legal action shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept the summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Master Association, the trustee shall furnish the Master Association with a certified copy of the trust agreement so that the Master Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board to prepare or serve notice of the annual or adjusted assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments herein described, including the maintenance costs and necessary allocations to reserves for the Master Association as herein provided, whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment, each Owner shall continue to pay the assessment at the then

existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Accounting. The Board shall keep full and correct books of account of receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Development Tract and any other expenses incurred. Such records and the vouchers authorizing the payment therefor shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such Owner.

Section 12. Non-Escape from Obligation. No Owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 13. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein shall be subordinated by the Master Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the Lot for the purpose of purchasing the Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owner agrees upon accepting title that the

lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI.

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each Owner of a Lot in the Development Tract shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Master Association in accordance with Section 2 below, and shall keep same in good condition. Said maintenance shall include snow removal an sidewalks, lawn maintenance and weed control.

Within sixty days of issuance of a certificate of occupancy for a Dwelling Unit by the Village, the Owner shall (i) sod the front yard and seed the rear and side yard and landscape the Lot with shrubbery or (ii) have entered into a contract with a professional licensed landscaping contractor to sod the front yard and seed the rear and side yard and to landscape the Lot with shrubbery. If the certificate of occupancy is issued between November 1 and May 1, then the time for sodding and landscaping the Lot shall be extended to June 1.

If a Lot is vacant or a Dwelling Unit is under construction, it shall be the responsibility of the Owner of each Lot to have the Lot graded level and mowed so that the weeds and grass do not exceed a height of six inches. The Lot shall be kept clean and free of all debris and garbage.

Section 2. Responsibility of Master Association. The Master Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article IV, Section 4 of this Declaration.

Section 3. Liability for Damage to Property. Each property Owner in Westbury shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Master Association is responsible to maintain in the Development Tract rendered necessary by his act, neglect, or carelessness or by that of any Member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Section 4. Maintenance of Landscape Easements and Outlots. The Owners of Lots on which exist Landscape Easements and the Owners of Lots adjacent to the Outlots shall permit the Master Association, through its designated Members, employees, or agents, to come upon their Lots for the purpose of access to Landscape Easements and the Outlots. Further, said Owners may not prune, remove, or otherwise alter the vegetation, grass or grading within said Landscape Easements and/or the Outlots without written approval of the Master Association. No fence shall be erected, installed or maintained nor shall any landscaping materials be planted, installed or maintained in any Landscape Easement or Outlots without the written approval of the Master Association. No signs of any type whatsoever, including "For Sale" signs, shall be permitted in said easements or the Outlots. No residential driveways shall be located within the Landscape Easements or the Outlots.

The Master Association shall pay for the cost of replacing or repairing any sidewalks in rights-of-way adjacent to Landscape Easements and the Outlots if the Owners of the property adjacent thereto are assessed for the replacement or repair by the Village of Oswego.

Section 5. Sidewalks. If prior to the construction of a Dwelling Unit on a Lot, the Village requires the installation of a public sidewalk within the right-of-way adjacent to said Lot, then the Lot Owner shall install same at the Owner's sole cost.

ARTICLE VII.

APPEARANCE CONTROL COMMITTEE, ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Creation of Appearance Control Committee. There is hereby created an Appearance Control Committee (the "**Committee**"), which shall consist of three (3) members designated and replaced from time to time by Declarant or by the Board of Directors as provided in this Section. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser, and said power and duty of Declarant to designate and replace members of the Committee shall cease at the time the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Master Association or in a committee duly appointed by such Board of Directors. No member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant.

Section 2. Review and Approval of Plans. Except as otherwise provided herein, no (i) structure, improvement or addition (including, but not limited to decks, patios, in-ground pools, and storm doors) or (ii) landscaping or plant materials (including but not limited to vegetable gardens), shall be erected, placed or altered on any Lot or Parcel within the Development Tract described herein (except as are installed or approved by Declarant in connection with the initial construction of the dwelling unit and other improvements on the Lot or Parcel) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, improvement or addition or a

plan or description of any landscaping or plant materials has been approved in writing by the Committee as to conformity of external design and harmony with existing structures or landscaping on the Development Tract and as to location with respect to topography and finished ground elevation. The Committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plot plan or landscaping plan or description have been submitted to the Committee; or, in the event the Committee does not disapprove of the building plans, specifications and plot plan as submitted, within said 30 day period, and (i) no suit to enjoin the erection, placement or alteration of such structure, or other improvement or addition or such permanent landscaping or plant materials, or to require the removal thereof has been commenced prior to the completion thereof, or (ii) no removal thereof has been undertaken by the authorized agents of the Master Association, as provided for herein, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

Section 3. Enforcement. In the event any such structure, improvement, or addition or permanent landscaping or plant materials are erected, placed or altered on any such Lot or Parcel in violation of the provisions of this Article VII, the authorized agents of the Master Association, upon an affirmative vote taken by the Board of Directors, may enter onto such Lot or Parcel with no further notice than that provided by the recording of this Declaration and may (but shall not be required to) remove the same and the costs of removal shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot as provided in Section ____ and shall give rise to the remedies available to the Master Association provided in Sections _____. In such event, neither the Master Association, its Board, or the authorized agents of the Master Association shall be guilty of trespass or held liable for damages. In the event suit is filed or in the event the

Master Association takes other actions to enforce this Declaration with respect to such structure, improvement, addition or landscaping, including removal thereof by the authorized agents of the Master Association, the Owner shall be responsible for attorneys' fees and costs incurred by the Master Association, as provided in Section ____ hereof.

Section 4. Architectural and Construction Standards for Dwelling Units.

a. Siding Materials:

All Dwelling Units in Westbury shall be constructed of materials and shall be of such character approved by the Architectural Standards Committee to be established by the Master Association.

b. **[Insert Additional Architectural Standards]**

Section 5. Accessory Buildings. No accessory buildings or structures shall be constructed, installed or maintained on any Lot in Westbury, except that gazebos and pool houses shall be permitted anywhere on the Lot in accordance with the ordinances of the appropriate governmental authority. The architectural plans and location for any gazebo or pool house must be approved by the Board prior to the commencement of construction thereof.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No pet kennels or pet runs of any type shall be kept or maintained on any of the Lot and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the Lot except inside the Dwelling Units or garages.

Household pets shall not be allowed unattended outside the Dwelling Unit if said pet is a nuisance to surrounding Owners or the neighborhood. If a pet is taken off of the Owner's property, the pet must be on a leash. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners in Westbury shall be likewise responsible for and subject to these provisions for the household pets of their guests.

Section 7. Antennae and Satellite Dishes. Exterior television antennae, radio antennae, and satellite dishes of any type whatsoever may be erected, installed, or maintained, temporarily or permanently, on any Lot in Westbury subject to location restrictions established by the Association and the ordinances and regulations of the appropriate governmental authorities.

Section 8. Condition of Property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the Lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages on each of the Lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. Fences. No fence shall be erected, installed, or maintained which exceeds a height of five feet. This provision shall not apply to fences which enclose swimming pools if the appropriate governmental authority requires a fence of grater height. Any fence shall comply with the ordinances of the appropriate governmental authority, except as limited by this Section, and all required permits shall be obtained prior to installation of any fence. No cyclone or

stockade fences shall be permitted within the Development Tract. No fence shall be erected, installed, or maintained within a front yard or corner side yard setback from a private or publicly dedicated road right-of-way.

The provisions of this Section 9 shall not apply to any fence constructed by Declarant. There will not be any restrictions regarding said fences.

Section 10. Home Occupations. All Lots in Westbury shall be used primarily for residential purposes. An Owner may conduct his or her occupation in the residence provided that the following conditions are met:

i. no signs shall be permitted; and

ii. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 11. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes, snowmobiles, personal water craft, trailers or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any Lot in Westbury, except in an enclosed garage. Notwithstanding the foregoing, camping trailers, boats and mobile homes may be parked for loading/unloading purposes; said vehicles may be parked for a maximum of seventy-two (72) hours within a seven (7) day period.

Section 12. Signs. No commercial signs of any kind shall be erected or displayed in Westbury, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to Declarant or to signs approved by Declarant.

Section 13. Swimming Pools. Swimming pools may not be erected, installed, or maintained on any Lot in Westbury without the express approval of the Committee.

Section 14. Trucks. All trucks with commercial lettering and all trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, on any Lots in Westbury, except in an enclosed garage or other enclosed structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Lot.

Section 15. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted on any Lot or in any structure nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Westbury.

No Owner or Occupant shall operate or permit the operation of any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

Section 16. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

Section 17. Age Restrictions for Pod 7. The following restrictions shall apply only to that portion of the Development Tract indicated as Pod No. 7: The Villas Active Adult Community.

a. General. The Lots within the Property are intended for the housing of persons 55 years of age or older under the Fair Housing Amendments Act of 1988 and the Illinois Fair Housing Act (collectively, the "Fair Housing

Act"). Except as provided in Article IV herein, at least one (1) occupant of each Dwelling Unit or occupied residence on a Lot must be 55 years of age or older, and no person under eighteen (18) years of age shall occupy or reside in Dwelling Unit or a residence on a Lot. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with, the Fair Housing Act regarding discrimination based on familial status. Declarant, until the Turnover Date, as hereinafter defined, or thereafter the Master Association, acting through its Board of Directors, shall have the power to amend this Article, without the consent of the Members, for the purpose of making this Article consistent with the Fair Housing Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

b. Restrictions on Occupancy.

i. Each occupied Lot or Dwelling Unit shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Lot or Dwelling Unit, the spouse of such Qualifying Occupant may continue to occupy the Lot or Dwelling Unit provided that the provisions of the Fair Housing Act, the regulations adopted thereunder, and the terms and conditions of this Declaration are not

violated by such occupancy. For purposes of this Section 17(b), an occupant shall not be considered a "permanent occupant" unless such occupant considers the Lot or Dwelling Unit to be his or her legal residence and actually resides in the Dwelling Unit or on the Lot for at least six months during every calendar year or such shorter period as the dwelling is actually occupied by any person.

ii. No Lot or Dwelling Unit shall be occupied by any person under the age of 18. For purposes of this Section 17(b) a Lot or Dwelling Unit shall be deemed to be "occupied" by any person who stays overnight in the dwelling on the Lot more than twenty-one (21) days in any sixty (60) day period or more than thirty (30) days in any twelve (12) month period.

iii. Nothing in this Section 17 is intended to restrict the ownership of or transfer of title to any Lot or Dwelling Unit; however, no Owner may occupy the Lot or Dwelling Unit unless the requirements of this Section 17 are met, nor shall any Owner permit occupancy of the Lot or Dwelling Unit in violation of this Section 17. Owners shall be responsible for (i) including a statement that the Lots or Dwelling Units within the Development Tract are intended for the housing of persons 55 years of age or older, as set forth in Section 17(b) above, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot or

Dwelling Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot or Dwelling Unit. Any lease of a Lot or Dwelling Unit shall provide that failure to comply with the requirements and restrictions of this Section 17 shall constitute a default under such lease.

iv. Any Owner, in writing, may request that the Board of Directors make an exception to the requirements of this Section 17 with respect to his or her Lot or Dwelling Unit. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act would still be met.

c. Change in Occupancy; Notification. In the event of any change in occupancy of any Lot as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Lot and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10)

days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 17, in addition to all other remedies available to the Association under this Declaration and Illinois law.

d. Monitoring, Compliance, Appointment of Attorney-in-Fact.

i. The Master Association shall maintain age records on all occupants of Lots or Dwelling Units. The Board of Directors shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Section 17, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 17(b)(iv), and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request.

ii. The Master Association shall have the power and authority to enforce this Section 17 in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of the Lots or Dwelling Units, requiring copies of birth certificates, or other proof of age

for each occupant of the Lot or Dwelling Unit to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Lot or Dwelling Unit which is not in compliance with the requirements and restrictions of this Section 17. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 17. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot or Dwelling Unit that, in the judgment of the Board of Directors, are reasonably necessary to monitor compliance with this Section 17.

iii. Each Owner shall be responsible for ensuring compliance of its Lot or Dwelling Unit with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot or Dwelling Unit. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR DWELLING UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE MASTER ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND

CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT OR DWELLING UNIT TO SO COMPLY.

ARTICLE VIII.

DECLARANT'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by Declarant.

Section 2. General Rights. Declarant shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

Declarant shall have the right to maintain its sales facilities on the Development Tract without payment of any rent or other fee or charge therefor during the construction and sales period for Westbury. Declarant shall also have the right to erect and maintain any and all signs in connection with the development of the Development Tract and the advertising of Lots for sale within Westbury which Declarant determines in its sole opinion are either desirable or necessary for the development of Westbury.

Declarant shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the Initial Member-elected Board.

ARTICLE IX.

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on the Final Plat. Further, any additional easements for such purposes may be granted by Declarant and/or the Board at any time for the purpose of obtaining such utility services.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 2. Landscape Easements. Easements for the planting and maintenance of landscaping shall be granted as shown on the Final Plat. Said easements are granted to the Master Association. The provisions of this Declaration concerning rights, violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual Landscape Easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X.

RIGHTS OF MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. Notice. The Master Association shall, if so requested by any mortgagee of record of a Lot, give written notification as follows:

a. notice of any default of the Owner of any Lot which is the subject of such mortgage, if such default is not cured within thirty days after its occurrence;

b. five days prior written notice of any annual or special meeting of the Master Association. The mortgagee may designate a representative to attend any such meeting;

c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the Members of the Master Association.

The request by a mortgagee for any or all of the above notices may be submitted to the Master Association via the Board of Directors and in such event, the giving of such notices shall

continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated whichever shall be first in time.

Section 2. Claims for Assessments. Any mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a prorata share of such assessments and charges if the Board shall elect to reallocate same among all the Lots.

Section 3. Books and Records. Any mortgagee of record of a Lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Master Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

ARTICLE XI.
PROVISIONS RELATING TO OWNERSHIP OF INDIVIDUAL HOMES AND UNITS WITHIN WESTBURY.

Section 1. Right to Farm. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that Kendall County has a long, rich tradition in agriculture and acknowledges the role that farming continues to play in shaping the economic viability of the county (zoning indicator A-1 or Ag Special Use), and that normal agricultural practices in the vicinity of the may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other zoning areas.

Section 2. Stub Street Connections. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that the roadways which do not end in an intersection or a cul-de-

sac will continue and connect with future roadways and adjacent developments. The roadway connections, otherwise known as "stub street" connections, are depicted on the Site Plan. Declarant has installed or will install signage at the "stub street" connection identifying such as a future roadway connection.

Section 3. Right to Operate Industrial Park. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that due to the location of the Stonehill Industrial Park adjacent to Westbury, the normal business operations of such Industrial Park may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other non-industrial areas.

ARTICLE XII.
AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board. Said change, modification, or rescission shall be approved by not less than thirty percent of the total membership of the Association unless a higher percentage for certain amendments is required by specific provisions of this Declaration. There shall be a membership meeting called for the purpose of discussing the proposed change, modification, or rescission and the voting may be either in person or by written proxy.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Kendall County, Illinois.

Section 3. Rights of Declarant. No amendment which shall adversely affect the rights of Declarant (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without Declarant's express written consent thereto.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the Owners of Lots and beneficiaries or trusts holding title to Lots in Westbury full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Master Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by both (i) the then Owners of sixty-six percent of the Lots in Westbury and (ii) the then Owners of fifty percent of the Lots in Westbury on which Landscape Easements are located has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was

either (i) sent by mail with postage prepaid to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such mailing or (ii) personally delivered to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for Declarant to permit the erection or maintenance of model homes anywhere within the Development Tract. However, model homes may be maintained only for a period of not more than one year after the completion and occupancy of ninety-five percent of the total number of Dwelling Units to be constructed in the Development Tract. No model home may be erected or maintained unless approved by Declarant.

Section 4. Leasing of Residence. If any Owner shall lease his Dwelling Unit, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. The Owner shall remain bound by all obligations set forth in this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (i) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and (ii) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of

obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 7. Covenant to Abide by this Declaration. Declarant covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Master Association. In the event the Master Association is dissolved, the Owners of Lots in Westbury agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Master Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the Owners of Lots in Westbury.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable

or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Termination of Restriction. No action by the Master Association or an Owner, whether by amendment or otherwise, shall be effective to remove the Development Tract (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of a majority of all of the institutional holders of the mortgage liens records against the Lots, which consent shall not be unreasonably withheld.

Section 11. Fines. The Board shall have the right to establish and levy fines against an Owner for an infraction of any (i) rule or regulation promulgated by the Master Association or Board, (ii) requirement set forth in this Declaration, or (iii) provisions set forth in the By-Laws of the Master Association.

Section 12. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All reasonable costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any

judgment or decree shall so provide for payment of these reasonable costs. Failure by Declarant, the Master Association, or any Owner of a Lot in Westbury to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

Declarant reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist. If an Owner of a Lot in Westbury fails to pay any fee, charge or fine imposed by the Board of Directors or the Association, then same may be considered as an additional assessment applicable to said Lot and enforced against said Lot as provided in Article V herein.

Section 13. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Ocean Atlantic Development, L.L.C., a Delaware limited liability company, have caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on the day first above written.

Ocean Atlantic Corp.

By:_____

Attest: _____

Homes

By:_____

Attest: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ and _____, personally known to me to be the _____ of said _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said _____ and they caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2003.

_____
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ and _____, personally known to me to be the _____ of said _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said _____ and they caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said _____, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2003.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

Permanent Parcel Number:

This Document Prepared By and Mail To:
Julie Workman, Esq.
Gardner Carton & Douglas LLC
191 N. Wacker Drive, Suite 3700
Chicago, Illinois 60606

EXHIBIT M

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. $_____

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

Date:_____
Issuer:_____
Letter of Credit No.:_____
Developer:_____
Subdivision:_____
Unit No.:_____
Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ ($_____) Dollars for the account of _____.

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No._____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.

2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____(Subdivision Name, _____(Issuer name), _____(Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

ATTEST:

(Bank Name)

By:_____

By:_____

Title:_____

Exhibit N

10-7D-1

CHAPTER 7

BUSINESS DISTRICTS

ARTICLE D. B-3 SERVICE BUSINESS DISTRICT

SECTION:

10-7D-1: Permitted Uses
10-7D-2: Special Uses
10-7D-3: Lot Area
10-7D-4: Yard Areas
10-7D-5: Lot Coverage
10-7D-6: Maximum Building Height
10-7D-7: Off-Street Parking And Loading

10-7D-1: PERMITTED USES:

All uses permitted in the B-2 District.

Agricultural implement sales and service.

Appliance - service only.

Automotive sales and service.

Boat sales.

Building material sales.

Business machine repair.

Car wash without mechanical repair on the premises.

Catering service.

Drive-in restaurant.

10-7D-1

Electrical equipment sales.

Feed and grain sales.

Frozen food locker.

Furniture repair and refinishing.

Golf driving range.

Greenhouse.

Kennel.

Mini-warehouse storage.

Miniature golf.

Motorcycle sales and service.

Nursery.

Orchard.

Park - commercial recreation.

Plumbing supplies and fixture sales.

Pump sales.

Recreational vehicle sales and service.

Skating rink.

Sports arena.

Taxicab garage.

Tennis court - indoor.

Trailer rental.

Truck rental.

Truck sales and service.

Upholstery shop.

Veterinary clinic. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1986-1, 1-9-1986; Ord. 1988-7, 4-14-1988; Ord. 1995-19, 8-10-1995; Ord. 1998-21, 6-25-1998)

10-7D-2: **SPECIAL USES:**

All special uses permitted in the B-2 District.

Amusement park.

Boat launching ramp.

Boat rental and storage.

Daycare centers.

Stadium. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1995-19, 8-10-1995; Ord. 1995-20, 8-10-1995)

10-7D-3: **LOT AREA:** No lot shall have an area less than ten thousand (10,000) square feet. (Ord. 1986-1, 1-9-1986)

10-7D-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

A. Front Yard: A front yard of not less than fifty feet (50'). (Ord. 1973-56A, 3-28-1974)

B. Side Yards:

1. A minimum side yard shall be required between buildings within the B-3 District of twenty feet (20') between a building constructed thereon and the side lot line, except in any existing B-3 Zoning District within the corporate boundaries where no minimum side yard shall be required between buildings, except where a side yard adjoins a street, wherein a minimum yard of not less than thirty feet (30') shall be required.

2. The Zoning Board of Appeals may, upon application, grant a variance to any petitioner seeking to vary the side yard requirements in a B-3 District if the variance is sought for a parcel of real estate that is sought to be developed as a planned unit development because of the unique nature of the parcel or development sought thereon. (Ord. 1986-1, 1-9-1986; amd. 1994 Code)

C. Rear Yard: A rear yard of not less than twenty feet (20'). (Ord. 1973-56A, 3-28-1974)

D. Transitional Yards: Where a side or rear lot line coincides with a residential district zone, a yard of not less thirty feet (30') shall be required. A transitional yard shall be maintained only when the adjoining residential district is zoned R-1 or R-2 One-Family Residential. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1987-1, 2-12-1987)

E. Parking Lot Setback Requirements:

1. Arterial Roadways: When a parking lot located in the B-3 Zoning District is located next to an arterial roadway, as defined in the City's Comprehensive Plan, a twenty foot (20') setback from the property line is required.

2. Nonarterial Roadways: When a parking lot located in the B-3 Zoning District is located next to a nonarterial roadway, as defined in the City's Comprehensive Plan, a ten foot (10') setback from the property line is required. (Ord. 1998-32, 11-5-1998)

10-7D-5: **LOT COVERAGE:** No more than fifty percent (50%) of the area of the zoning lot may be occupied by buildings and structures, including accessory buildings. (Ord. 1973-56A, 3-28-1974)

10-7D-6: **MAXIMUM BUILDING HEIGHT:** No building or structure shall be erected or altered to exceed a maximum height of thirty five feet (35') or three (3) stories, not in excess of thirty five feet (35'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 1998-8, 3-26-1998)

10-7D-7: **OFF-STREET PARKING AND LOADING:** All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE C. R-2 ONE-FAMILY RESIDENCE DISTRICT

SECTION:

10-6C-1: Uses Permitted
10-6C-2: Special Uses
10-6C-3: Lot Area And Allowable Density
10-6C-4: Yard Areas
10-6C-5: Lot Coverage
10-6C-6: Maximum Building Height

10-6C-1: **USES PERMITTED:** The following uses are permitted:

Any permitted use in the Estate District or the R-1 One-Family Residence District. (Ord. 2000-1, 1-27-2000)

10-6C-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any use permitted as a special use in the Estate District or the R-1 One-Family Residence District, except that planned developments may be considered where the zoning lot proposed for development has a gross area of not less than ten (10) acres.

Bed and breakfast inns. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1994-36, 10-13-1994; Ord. 2000-1, 1-27-2000)

10-6C-3: **LOT AREA AND ALLOWABLE DENSITY:**

A. Lots with private wells and/or private sewage treatment facilities:

1. One acre with a width at the building line not less than one hundred twenty five feet (125'). Density shall not exceed one dwelling unit per each acre. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. This subsection shall apply within the one and one-half ($1^1/_2$) mile planning limits of the City, only upon application and obtaining a special use from the City Plan Commission and approved by the City Council. The standards for approval of a special use permit shall be only upon:

a. A showing by the petitioner that an undue hardship exists to establish a connection to the City water and/or sewer mains.

b. That no sewer or water lines exist within two hundred fifty feet (250') of the proposed development of petitioner.

c. That due to unique size, terrain or character of the petitioner's development, it is necessary to allow individual private wells and private sewage treatment facilities so as to facilitate the orderly growth of a particular development.

d. That the City is unable to provide capacity in its water or sewer mains; or the petitioner is unable to secure sufficient capacity of the Yorkville-Bristol Sanitary District Plant for disposal of sewage. (Ord. 1988-2, 1-28-1988; amd. Ord. 2000-1, 1-27-2000)

B. Lots served by both public sewerage and water facilities shall have an area of not less than twelve thousand (12,000) square feet and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.

C. All nonresidential principal uses of buildings as permitted in this Article shall be located on a tract of land having an area of not less than two (2) acres, except Municipal projects and developments.

D. Lot size for special uses shall not be less than two (2) acres. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6C-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

A. Front Yard: A front yard of not less than thirty feet (30').

B. Side Yards: A side yard on each side of the zoning lot of not less than ten feet (10'), or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to thirty feet (30').

C. Rear Yard: A rear yard of not less than forty feet (40'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6C-5: **LOT COVERAGE:** Not more than thirty percent (30%) of the area of a zoning lot may be covered by buildings or structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6C-6: **MAXIMUM BUILDING HEIGHT:** Same regulations shall apply as permitted or required in the R-1 One-Family Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE F. R-4 GENERAL RESIDENCE DISTRICT

SECTION:

10-6F-1: Uses Permitted
10-6F-2: Special Uses
10-6F-3: Lot Dimensions
10-6F-4: Yard Areas
10-6F-5: Lot Coverage
10-6F-6: Maximum Building Height
10-6F-7: Off-Street Parking And Loading
10-6F-8: Water Supply And Sewage Disposal System

10-6F-1: **USES PERMITTED:** The following uses are permitted:

Any of the permitted uses in the R-3 Residence District.

Multiple-family dwellings. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6F-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any of the special uses permitted in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-3: **LOT DIMENSIONS:**

A. Lot Area Per Dwelling:

1. Single-Family Dwellings: All single-family dwellings included in the R-4 Residence District shall conform to the regulations in the R-3

Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. Multi-Family Structures: All multi-family structures shall be located on a lot which provides the following minimum land area per dwelling unit:

Type Of Dwelling Unit	Minimum Lot Area Per Dwelling
4 bedroom and over	5,000 square feet
3 bedroom	4,500 square feet
2 bedroom	4,000 square feet
1 bedroom	3,500 square feet
Efficiency	2,500 square feet

For the purpose of determining lot area any room other than a living room, dining room, kitchen or bath shall be counted as a bedroom.

3. Minimum Lot Area; Density: A lot shall not be less than fifteen thousand (15,000) square feet in area, and the allowable density based upon the gross area shall not exceed eight (8) dwelling units per acre (gross). (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

4. Nonresidential Principal Uses: All nonresidential principal uses permitted in this Article shall be located on a lot having an area of not less than fifteen thousand (15,000) square feet and with a width of not less than one hundred feet (100') at the building line.

5. Special Uses: Minimum lot size and dimensions shall be specified with the granting of a special use permit, but shall not be less than nine thousand (9,000) square feet.

B. Lot Width:

1. For any use permitted in the R-3 Residence District, the same regulations shall apply.

2. Multiple-family dwellings not less than ninety feet (90'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

C. Building Standards: Any owner of property zoned R-4 General Residence District as of the date of this Ordinance, existing within the boundaries of the City, may rely and build on that property,

based on the minimum lot area standards of the previous R-4 ordinance, for two (2) years following the enactment of this Ordinance; except in the case of any currently zoned property affected by this Ordinance that does not currently have City sanitary sewer service available. In the event any currently zoned real property does not have sanitary sewer service currently available, the two (2) year period for compliance with the earlier ordinance shall expire two (2) years from the date of notification in writing, to the respective property owners affected without current sanitary sewer service, by the City Administrator that sanitary sewer service has now become available for any affected property. Thereafter, those properties must conform to the new standards set forth in this Ordinance. (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

10-6F-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained: (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

A. For all dwellings permitted in the R-4 Residence District, the same regulations as required in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

B. For multiple-family dwellings:

1. Front Yard: Not less than thirty feet (30');

2. Side Yards: Two (2) side yards, each twelve feet (12') in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

3. Rear Yard: Rear yard not less than forty feet (40') in depth. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-5: **LOT COVERAGE:** Not more than thirty percent (30%) of the area of the zoning lot may be occupied by buildings and structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6F-6: **MAXIMUM BUILDING HEIGHT:**

A. For all dwellings and permitted nonresidential buildings and structures permitted in the R-4 Residence District, the same regulations shall apply as provided in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

B. All other dwelling types, not more than three (3) stories or thirty five feet (35'), whichever is lower. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-7: **OFF-STREET PARKING AND LOADING:** All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-8: **WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM:** All residential special uses permitted in this District shall be served by an approved water and sanitary sewer system. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

UNITED CITY OF YORKVILLE

SUBDIVISION CONTROL ORDINANCE

THE UNITED CITY OF YORKVILLE

Ordinance No. 2004-52

Date Adopted 9-28-04

September 27, 2004

YORKVILLE SUBDIVISION CONTROL ORDINANCE

SECTION

1.00 TITLE

2.00 INTENT & PURPOSE

3.00 GENERAL PROVISIONS
- 3.01 Jurisdiction
- 3.02 Interpretation
- 3.03 Separability
- 3.04 Rules

4.00 DEFINITIONS

5.00 PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT
- 5.01 Concept Plan
- 5.02 Preliminary Plan
- 5.03 Final Plan

6.00 REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS
- 6.01 Pre-Application Conference Plan
- 6.02 Preliminary Plan
- 6.03 Final Plan

7.00 DESIGN STANDARDS
- 7.01 General
- 7.02 Public Sites and Open Spaces
- 7.03 Standards
- 7.04 Half-Streets
- 7.05 Alleys
- 7.06 Street Jogs
- 7.07 Street Intersections
- 7.08 Blocks
- 7.09 Lots
- 7.10 Easements

8.00 REQUIRED IMPROVEMENTS
- 8.01 Improvement Requirements Prior to Filing Final Plat
- 8.02 Subdivision Securities
- 8.03 Construction Warranty
- 8.04 Procedure
- 8.05 Construction and Inspection
- 8.06 As-Built Plans
- 8.07 Survey Monuments
- 8.08 Acceptance of Dedication, Improvements
- 8.09 Streets
- 8.10 Sidewalks
- 8.11 Street Lighting
- 8.12 Signage, Guard Rails, & Landscaping
- 8.13 Storm Water Drainage
- 8.14 Sanitary Sewer System
- 8.15 Water System
- 8.16 Over-sizing of Utilities

YORKVILLE SUBDIVISION CONTROL ORDINANCE, CONTINUED

SECTION, CONTINUED

9.00	ADMINISTRATION
9.01	Building Permit
9.02	Certificate of Occupancy
9.03	Variations
10.00	AMENDMENTS
10.01	Initiation of Amendment
10.02	Processing Application for Amendment
10.03	Decisions
11.00	FEE SCHEDULE
11.01	Land-Cash Contributions
11.02	Fees
12.00	VIOLATIONS, PENALTY, & ENFORCEMENT
13.00	REPEALER
14.00	SEVERABILITY
15.00	EFFECTIVE DATE
Exhibit 1	Standard Specifications for Improvements
Exhibit 2	Park Development Standards

Be it ordained by the City Council of the United City of Yorkville; That the Subdivision Control Ordinance passed and approved by the City Council of the United City of Yorkville on the _____ day of _____, _____, as subsequently amended, be as follows:

SECTION 1.00 - TITLE

This Ordinance shall hereafter be known, cited, and referred to as the Yorkville Subdivision Control Ordinance.

SECTION 2.00 – INTENT & PURPOSE

The regulations of this ordinance are adopted:

To protect the interests of the land owner, the investor in land, the homeowner, and the municipal unit;

To conserve, protect, and enhance property and property values; to secure the most efficient use of land; and to facilitate the provisions of public improvements;

To provide for orderly growth and development; to afford adequate facilities for the safe and efficient means for traffic circulation of the public; and to safeguard the public against flood damage;

To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the provision of necessary public grounds for schools, parks, playgrounds, and other public open space; and

To establish procedures for the submission, approval, and recording of plats, to provide the means for enforcement of the ordinance, and to provide penalties for violations.

SECTION 3.00 – GENERAL PROVISIONS

3.01 JURISDICTION

3.01.01 This Ordinance shall apply to all subdivision of land within the incorporated limits of the United City of Yorkville, and within its contiguous territory, but not more than one and one-half miles beyond the incorporated limits of the United City of Yorkville.

3.02 INTERPRETATION

3.02.01 Minimum Requirements: The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health, safety, and welfare.

3.02.02 Relationship with Other Laws: Where the conditions imposed by any provision of the Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other ordinance, law, resolution, rule, or regulation of any kind, the regulations that are more restrictive (or which impose higher standards or requirements) shall govern.

3.02.03 Effect On Existing Agreement. This Ordinance is not intended to abrogate any easement, covenant, or any other private agreement, provided that where the regulations of this Ordinance are more restrictive (or impose higher stands or requirements) than such easements, covenants, or other private agreements, the requirements of this Ordinance shall govern.

3.02.04 The Standard Specifications for Improvements shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.02.05 The Park Development Standards shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.03 SEPARABILITY

3.03.01 Should any section, subsection, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

3.04 RULES

3.04.01 In the construction of this Ordinance, the rules contained herein shall be observed and applied, except when the context clearly indicates otherwise:

1. Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural shall include the singular.

2. The word "shall" is mandatory, and not discretionary.

3. The word "may" is permissive.

4. The masculine gender includes the feminine and neuter.

SECTION 4.00 – DEFINITIONS

4.01 The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

Alley: A public right-of-way, primarily designed to serve as secondary access to the side or rear of properties whose principal frontage is on some other street.

Block: A tract of land bounded by streets, or by a combination of streets, railway right-of-ways, or waterways.

Building Setback Line: A line across a lot or parcel of land, establishing the minimum open space to be provided between the line of a building or structure, and the lot line of the lot or parcel.

City: The Mayor and City Council of the United City of Yorkville, Illinois.

Crosswalk: A strip of land 10' or more in width, dedicated to public use, which is reserved across a block to provide pedestrian access to adjacent areas, and may include utilities, where necessary.

Cul-de-Sac: A street having only one outlet, and an appropriate terminal for the reversal of traffic movement, without the need to back up.

Dead-end Street: A Street having only one outlet.

Density, Gross: A numerical value obtained by dividing the total dwelling units in a development by the gross area of the tract of land upon which the dwelling units are located.

Density, Net: A numerical value obtained by dividing the total dwelling units in a development by the total area of the development, less rights-of-way, parks, storm water management areas, and all other non-residential uses.

Development: Any man-made change to real estate, including:

a) Preparation of a plat of subdivision;

b) Construction, reconstruction, or placement of a building or any addition to a building;

c) Installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;

d) Construction of roads, bridges, or similar projects;

e) Redevelopment of a site;

f) Filling, dredging, grading, clearing, excavating, paving, or other non-agricultural alterations of the ground surface;

g) Storage of materials, or deposit of solid or liquid waste;

h) Any other activity that might alter the magnitude, frequency, deviation, direction, or velocity of storm water flows, from a property.

Easement: A grant by a property owner for the use of a parcel of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

Eyebrow Cul-de-Sac: A cul-de-sac whose center radius point is less than 80 feet from the centerline of the intersecting cross street.

Floodplain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. The floodplain is also known and the Special Flood Hazard Area (SFHA).

Frontage: The property on one side of a street, between two intersecting streets (crossing or terminating), measured along the line of the street; Or, with a dead-end street, all property abutting one side of such street, measured from the nearest intersecting street and the end of the dead-end street.

Frontage Road: A public or private marginal access roadway, generally paralleling and contiguous to a street or highway, and designed to promote safety by eliminating unlimited ingress and egress to such street or highway by providing points of ingress and egress at relatively-uniform spaced intervals.

Half Street: A Street bordering on or more property lines of a subdivision tract, to which the sub-divider has allocated only a portion of the ultimate and intended street width.

IDOT: Illinois Department of Transportation.

Improvement Plans: The drawing of all required land improvements, prepared by an Illinois Registered Professional Engineer, and all accompanying information as required by the Ordinance.

Improvements: All facilities constructed or erected by a subdivider within a subdivision, to permit and facilitate the use of lots or blocks for a principal residential, business, or manufacturing purpose.

Land Improvement: All required onsite and offsite subdivision improvements, including but not limited to, any sanitary sewage system, water distribution system, storm drainage systems, public utility systems, sidewalk systems, public or private streets, street lighting, street signs, grading and drainage way facilities, pedestrian ways, and retention and detention basins.

Lot: A portion of a subdivision or other parcel of land, intended for transfer of ownership, or for building developments.

Lot Depth: The distance between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot, Double Frontage: A lot, two opposite lot lines of which abut upon streets which are more or less parallel.

Lot Line: The boundary line of a lot.

Lot Width: The distance on a horizontal plane between the side lot lines of a lot, measured at right angles to the line, establishing the lot depth at the established building setback line.

Parcel: The word parcel shall refer broadly to a lot, tract, or any other piece of land.

Parkway: A strip of land situated within the dedicated street right-of-way, either located between the roadway and right-of-way line, or a median located between the roadways.

Parking Lot: An area permanently reserved and/or used for the temporary storage of motor vehicles.

Plan, Concept: A tentative map or drawing which indicates the subdivider's proposed layout of a subdivision, including a site plan indicating existing offsite roadway connections.

Plan, Final: The final plat, plus all accompanying information required by this Ordinance.

Plan, Preliminary: The preliminary plat, plus all accompanying information required by this Ordinance.

Planned Unit Development: Parcel of land or contiguous parcels of land in single ownership or unified control, to be developed as a single entity, the character of which is compatible with adjacent parcels, and the intent of the zoning district in which it is located; the developer may be granted relief from specific land use regulations and design standards in return for assurances of an overall quality of development, including any specific features which will be of benefit to the City as a whole, and would not otherwise be required by the City Ordinances.

Plat: A subdivision as it is represented as a formal document by drawing and writing.

Plat, Final: The final map drawing or chart, on which the subdivider's layout of a subdivision is presented to the City Council for approval, and which, if approved, will be submitted to the County Recorder for recording.

Plat, Preliminary: A tentative map or drawing, which indicates the subdivider's proposed layout of a subdivision, including all proposed improvements.

Re-subdivision: The subdivision of a tract of land that has previously been lawfully subdivided, and a plat of such prior subdivision duly recorded.

Right-of-Way: A strip of land occupied or intended to be occupied by a road, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for land platting purposes in the United City of Yorkville shall mean that every right-of-way hereafter established and shown on a final recorded plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for roads, crosswalks, water mains, sanitary sewers, the maker of the plat on which such right-of-way is established shall dedicate storm drains, or any other use involving maintenance by a public agency to public use.

Roadway: The paved portion of the street available for vehicular traffic.

Service Drive: A public street, generally paralleling and contiguous to a main traveled way, primarily designed to promote safety by eliminating promiscuous ingress and egress to the right-of-way, and providing safe and orderly points of access at fairly uniformly-spaced intervals.

Sewage Disposal System, Individual: A sewage disposal system, or any other sewage treatment device approved by the Kendall County Department of Public Health, and servicing only one lot.

Sewage Disposal System, Central: A system of sanitary sewers, serving ten or more lots that discharge either into an interceptor sewer or an approved sewage treatment plant.

Sidewalk: That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.

Street: A public or private right-of-way which affords a primary means of access to abutting properties, whether designated as a street, avenue, highway, road, boulevard, lane, throughway, or however otherwise designated, but excepting driveways to buildings.

Street, Half: A street bordering one or more property lines of a tract of land in which the subdivider has allocated but part of the ultimate right-of-way width.

Street, Marginal Access: A minor street which is parallel to and adjacent to a thoroughfare, and which provides access to abutting properties and protection from through traffic.

Street, Estate Residential: A Street of limited continuity, used for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Local Residential: A Street of limited continuity, used primarily for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Major Collector: A street that serves as a main traffic thoroughfare, both within and outside of the City, carrying heavy volumes of traffic. This street carries more than 2500 ADT.

Street, Collector: A Street that collects and distributes traffic, primarily within residential areas. This street carries between 2500 and 12,000 ADT.

Street, Minor Collector: A Street that collects and distributes traffic within intensively developed areas, and is used primarily for internal trips within the planning area. This street carries between 1000 and 2500 ADT.

Street Width: The shortest distance between the backs of the curb or edge of pavement of a roadway.

Sub-divider: Any person or corporation or duly authorized agent who undertakes the subdivision or development of land as defined herein. Also referred to as Developer.

Subdivision: A described tract of land which is to be, or has been, divided into two or more lots or parcels. The term subdivision includes re-subdivision and, where it is appropriate to the context, relates to the process of subdividing or to the land subdivided. For the purpose of this manual, the requirements contained herein shall not apply, and no plat is required, in any of the following instances:

1. The division or subdivision of land into parcels or tracts of five acres or more in size, which does not involve any new streets or easements of access;

2. The division of lots or blocks of less than one acre, in any recorded subdivision, which does not involve any new streets or easements of access;

3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;

4. The conveyance of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities which does not involved any new streets or easements of access;

5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;

7. Conveyances made to correct descriptions in prior conveyances;

8. The sale or exchange of parcels or tracts of land existing on the date of adoption of this Resolution into no more than two parts, and not involving any new streets or easement of access.

Turn-Around: An area at the closed end of a street or parking lot, within which vehicles may reverse their direction.

Wetlands: As defined by the Illinois Department of Natural Resources.

SECTION 5.00 – PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT

Instructions for subdivision plat processes leading to approval and plat recording:

5.01 CONCEPT PLAN

5.01.01 Application: Petitioners who wish to start the process with a concept plan should at this time submit his application (the original and 35 copies), along with 35 folded copies of his concept plan, a minimum of 15 days prior to the targeted Plan Commission meeting. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).

5.01.02 Review: Petitioner needs to schedule a meeting with the City Administrator, City Engineer, and Director of Public Works, to review access, availability of water, sewer, storm water, and other related technical issues, at least two weeks prior to the targeted Plan Commission.

5.01.03 Park Board: Petitioner must attend the scheduled Park Board meeting if the development has a residential component. The petitioner (or his duly authorized representative) will present the Concept Plan, and discuss how it fits into the overall City Park Plan. The Park Board will make a recommendation regarding the petitioner's plan for parks.

5.01.04 Plan Commission: Petitioner must attend the scheduled Plan Commission meeting, which will involve an informal public comment session after the petitioner (or his duly authorized representative) presents his Concept Plan.

5.01.05 Committee of the Whole: Petitioner must attend the scheduled Committee of the Whole meeting, which will involve a presentation of the Concept Plan by the petitioner (or his duly authorized representative), and informal discussion with the Committee members.

5.02 PRELIMINARY PLAN

5.02.01 The preliminary plan is a drawing complying with all provisions of this Ordinance, and when considered necessary by the Plan Commission or the Plan Council, should be accompanied by other engineering drawings concerning required improvements on which final review for adherence to design standards and improvement proposals is based, and from which detailed engineering drawings can proceed.

5.02.02 When the petitioner does not wish to present a Concept Plan, he will start with his Preliminary Plan, and at this time submit his application. Petitioner will be invoiced for the required annexation, re-zoning, engineering, and other applicable fees, which must be paid in full prior to being placed on the Plan Commission Agenda. A deposit for legal and planning services will also be invoiced, and is due at this time. Payment should be made to the Deputy Clerk, and the United City of Yorkville Administrative Offices. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).

5.02.03 Following a written report from the Plan Council, and after review of the Preliminary Plan and discussion with the Sub-divider on changes and additions that may be required for the plan, the Plan Commission shall make a recommendation in writing to the City Council.

5.02.04 After review of the Preliminary Plan and the recommendation of the Plan Commission, the City Council shall discuss with the subdivider the proposed Plan, and shall, within 45 days, act on the Preliminary Plan. The subdivider shall be notified in writing of any conditions of approval or reasons for disapproval.

5.02.05 Approval of the Preliminary Plan is tentative only, and shall be effective for a period of twelve months. If the final plat has not been recorded within this time limit, the Preliminary Plan must again be submitted for approval, unless upon application by the subdivider, the City Council grants an extension. An extension period shall not exceed two (2) 12-month periods.

5.02.06 Ordinances in effect on the date of Preliminary Plan approval shall govern the preparation of the Final Plan. Ordinances in effect on the date(s) of Final Plat approval(s) shall govern any fees paid or contributions made by the developer.

5.02.07 Fees for legal and planning services will be billed based on per-hour range of work being performed. These amounts are deducted from the deposit amount we invoiced earlier, and a statement of account (reflecting the current credit balance) is sent to the petitioner with the consulting bills enclosed. All fees must be current before proceeding to the next stage of the approval process.

5.03 FINAL PLAN

5.03.01 Approval of the Preliminary Plan all entitle the subdivider to approval of the Final Plan, provided that the Final Plan:

1. Conforms substantially to the approved Preliminary Plan;
2. Meets all conditions of said approval; and
3. Complies with all applicable, current ordinances.

5.03.02 Disapproval of the Final Plan is warranted if:

1. There are more than minor deviations from the approved Preliminary Plan; and/or
2. A new highway, pipeline, or other major improvement shall directly affect the proposed development site.

5.03.03 The proposed Final Plat must be accompanied by 12 sets of the proposed improvement plans for review by the plan Council.

5.03.04 After reviewing the final plat and applicable minutes from the Plan Council and any discussions on changes and additions that may be required, the Plan Commission shall recommend in writing to the City Council, within 45 days from receipt of the Plan Council minutes, wither approval or disapproval of the Final Plat and its reasons for such recommendation.

5.03.05 The final plat then proceeds to The Economic Development Committee which consisting of four (4) City Council members for its further review and recommendation. Project then moves to the Committee of the Whole and then the City Council meeting for approval or disapproval.

5.03.06 The proposed Improvement Plans shall be prepared by a Registered Professional Engineer of Illinois, who shall be responsible for the design of all public and land improvements required by this subdivision Ordinance, as provided in the Illinois Professional Engineering Act. The submitted plans shall be sealed by said Professional Engineer, and shall be in conformance with the City's Standard Specifications for Improvements, and these City Specifications shall be the only specifications for the improvements.

5.03.07 The Final Plat cannot be submitted to the plan Commission until the Improvement plans are approved and signed by the City Engineer and the City Administrator, and all fees are paid, and all required securities are filed.

5.03.08 The Final Plat shall be recorded with the County Recorder of Deeds, within thirty days from the date of final approval, or final approval shall be considered null and void. This requirement shall not apply when delay in recording a plat is due to circumstances beyond the control of the City or developer.

5.03.09 Final Engineering Plan: Submit 3 sets of the Final Engineering Plans to the Deputy Clerk at the City Administrative Offices for review and recommendation by the City Engineer.

SECTION 6.00 – REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS

The following requirements are held to be the minimum amount of information necessary to convey to the representatives of United City of Yorkville a complete and accurate description of the kind and quality of subdivision proposed. Additional information may be submitted if it will further clarify the proposed subdivision.

6.01 PRE-APPLICATION CONFERENCE PLAN

6.01.01 Concept Plan: The Concept Plan may be done free hand, but shall be done with reasonable accuracy and clarity. The scale of the drawing should be 1" = 100', unless clarity or size of drawing dictates otherwise. The following information shall be shown:

1. Name and address of the owner or subdivider;
2. North arrow and scale;
3. Approximate dimensions and area of parcel;
4. Topography – not greater than 10' contour intervals such as can be obtained from USGS maps;
5. Proposed layout of streets, lots, parks, and non-residential areas, including storm water control;
6. Number of dwelling units, gross and net density;
7. Minimum and average lot sizes;
8. Gross and net area;
9. For multiple-family, commercial and industrial areas:
    a. Location of buildings;
    b. Approximate dimensions and area of site;
    c. Off-street parking, delivery, and pick-up areas;
    d. Buffer zones.

6.01.02 Existing Conditions: Presence of any of the following shall be shown on the Sketch Plan or an additional sheet:

1. Streams, marshes, bodies of water, wooded areas, wetland, and other significant natural features;
2. Location and direction of all water courses, drainage ways, and areas subject to flooding;
3. Location of storm drains, inlets, and outfalls;
4. Existing buildings;
5. Existing utilities, and utilities proposed for extension;
6. Existing streets and streets proposed.

6.01.03 Location Map: A small-scale map or sketch of the general area, showing the relationship between the proposed subdivision and existing community facilities and rights-of-way, with the proposed subdivision indicated thereon.

6.02 PRELIMINARY PLAN

6.02.01 The Preliminary Plan shall be drawn at a scale of 1" = 100', unless another scale is approved or required by the Plan Commission or the plan Council at the pre-application conference.

6.02.02 The following information shall be shown on all Preliminary Plans:

1. Notation stating "Preliminary Plan";

2. The name and address of the owner, the subdivider, and the engineer, surveyor, and planner preparing the plan;

3. Date, scale, and north arrow;

4. Topography – not greater than 2' contour intervals.

5. The proposed subdivision name, which shall not duplicate the name of any plat previously recorded in Kendall County;

6. Location of the subdivision on a small-scale drawing of the general area in which the subdivision lies, with the location of the subdivision indicated thereon, including high-water elevations, if known;

7. The recorded length and bearing of the exterior boundaries of the subdivision;

8. Location and names of adjacent subdivisions and the owners of parcels of un-subdivided land within 200' of property;

9. Zoning on and contiguous to the subdivision;

10. Location, widths, and names of all existing and platted streets, alleys, or other known public ways and easements, railroad and utility rights-of-way, parks cemeteries, watercourses, permanent buildings, bridges, and other pertinent data, as determined by the Plan Commission on the lands proposed to be subdivided, and within one hundred, fifty (150) feet of the proposed subdivision;

11. The approximate areas of all parcels of land intended to be dedicate for reserved for public use, or to be reserved in the deeds for the common use of property owners in the subdivision;

12. If the subdivision borders a lake or stream, the distances and bearings of a meander-line established not less than twenty (20) feet back from the average high water mark of the lake or stream, as determined from flood hazard maps or other data, with said distance and source of data noted;

13. Approximate storm water runoff and detention/retention calculations shall be in accordance with the Standard Specifications for Improvements. Offsite tributary drainage areas and discharging routing shall be defined with supporting data as necessary for evaluation;

14. Layout and width of all new streets and rights-of-way, such as highways, easements for sewers and water mains, sidewalks, trees, drainage ways, and other public utilities;

15. Existing trees greater than 6" caliper;

16. Proposed plantings;

17. Legal Description;

18. Site date (See Figure No. 5 in Standard Specifications);

19. Routing to any proposed extensions of existing water and sewer mains, including all pipe sizes, pertinent elevations, and proposed elevations;

20. Internal utility layout, demonstrating sanitary sewer depths, water main looping, storm water routing to and from detention/retention, and locations of existing field tiles;

21. A written statement from the Kendall County Soil Conservation Service (USDA), expressing its opinion of the suitability of the land for the type of land use proposed;

22. A field tile survey, showing locations where exploration trenches were dug, and what was found.

6.02.03 The following information shall be shown for all single-family and two-family areas:

1. Approximate dimensions and minimum lot areas, in square feet;
2. Proposed building set-back lines;
3. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision with the conditions of such dedication or reservation.

6.02.04 The following information shall be shown for all multiple-family, commercial, industrial, and other non-residential area:

1. Number of units, gross and net densities;
2. Open spaces;
3. Proposed layout of structures;
4. Layout and quantities of all off-street parking and loading areas;
5. Proposed building set-back lines;
6. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision, with the conditions of such dedication or reservation;
7. Buffer areas;
8. Square feet of buildings for commercial and industrial projects.

6.03 FINAL PLAN

6.03.01 The Final Plan shall be drawn in ink, at a scale of 1" = 100', or larger, on a non-fading, stable, Mylar material. The sheet size for plats or plans shall be not less than 18" x 24", nor larger than 24" x 36". When more than one sheet is used for any document, each sheet shall be numbered consecutively and shall contain a notation giving the total number of sheets in the document, and shall show the relation of that sheet to the other sheets. Final plans shall include all required engineering and landscaping improvements. See Figure No. 6 in Standard Specifications.

6.03.02 The following information shall be shown on all Final Plats:

1. Legal Description. Legal descriptions shall commence at the intersections of Section lines and/or Quarter Section lines when reasonably practical to do so. The developer shall also submit the Final Plat to the City in digital form, in a format acceptable to the City. The coordinate system for the Final Plat shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E).

2. All monuments erected, corners, and other points established in the field in their proper places. The material of which monuments, corners, or other points are made shall be noted as the representation thereof, or by legend, except lot corners need not be shown.

3. The exact length and bearing of all exterior boundary lines, public grounds, meander-lines, and easements, unless they parallel a noted boundary.

4. The exact width of all easements, streets, and alleys.

5. The dimensions of all lot lines, to the nearest on hundredth (1/100) of a foot.

6. Building setback lines on all lots.

7. All lots consecutively numbered within consecutively lettered blocks.

8. The number of degrees, minutes, and seconds of all lot angles or bearings of same, other than 90*, except that when the line in any tier of lots is parallel, it shall be sufficient to mark only the outer lots. When any angle is between a curve and its tangent, the angle shown shall be that between the tangent and the main chord of the curve. When between curves of different radii, the angle between the main chords shall be shown.

9. When a street is on a circular curve, the main chord of the center line shall be drawn as a dotted line in its proper place; and, either on it, or preferably in adjoining table, shall be noted its bearing and length, the radius of the circle of which the curve is a part, and the central angle extended. The lot lines on the street sides may be shown in the same manner, or by bearings and distances. When a circular curve of thirty (30) foot radius or less is used to round off the intersection between two (2) straight lines, it shall be tangent to both straight lines; it shall be sufficient to show on the plat the radius of the curve and the tangent distances from the points of curvature to a point of intersection of the straight lines.

10. The name of each road or street in the plat shall be printed thereon, which name shall not duplicate the name of any other street, unless it is an extension thereof.

11. Abutting state highway lines and streets of adjoining plats shown in their proper location by dotted lines. The width and names of these streets and highways and plats shall also be given.

12. All lands dedicated to public use, including roads, and streets shall be clearly marked.

13. All water courses, drainage ditches, and other existing features pertinent to the subdivision.

14. Where provisions are made for access from any subdivision to any lake or stream, the plat shall show the area over which the access is provided to the lake or stream, together with a small scale drawing, clearly indicating the location of the subdivision in relation to the lake or stream, and the location of the area over which access is provided.

15. Monuments. The description and location of all survey monuments placed in the subdivision shall be shown upon Final Plat. Permanent monuments shall be of concrete, reinforced with one (1) number four (4) vertical rod, and not less than four (4) inches square on top, tapered to six (6) inches square at the bottom, and thirty-six (36) inches long, set flush with the adjacent ground. Each permanent monument shall have a suitable mark in the center of the top.

    Permanent monuments shall be erected at all corners or changes in bearing of the exterior boundary. Metal monuments not less than ½ inch in diameter, and 24 inches in length shall be placed in the ground at all lot corners, intersections of streets, intersections of streets and alleys with plat boundary lines, and at all points on street, alley, and boundary lines where there is a change in direction or curvature. All monuments and stakes shall be set in the ground before the streets and alleys are accepted for public maintenance.

16. A Surveyor holding a current, valid registration in Illinois shall perform the survey, and if the error in the latitude and departure closure of the survey is greater than the ratio of one in five thousand (1/5000), the plat may be rejected.

17. Certificates of Approval to be shown on Final Plat, as applicable:

    1. Surveyor
    2. Owner
    3. Notary
    4. City Administrator
    5. Township Highway Commissioner, if applicable
    6. County Supervisor of Highways, if applicable
    7. Illinois Department of Transportation, if applicable
    8. City Clerk
    9. City Plan Commission, Chairman
    10. Mayor
    11. County Clerk
    12. County Recorder
    13. City Engineer
    14. School District Certificate
    15. Drainage Overlay Certificate, if applicable

SECTION 7.00 – DESIGN STANDARDS

7.01 GENERAL

7.01.01 When laying out a subdivision, the developer shall:

1. Take into account, and comply with, officially adopted plans;

2. Conform to existing street patterns where such streets are contiguous to the proposed subdivision or may reasonably be projected through the subdivision;

3. Design the arrangement of uses in relation to topography and drainage conditions;

4. Consider all natural features, such as streams, lakes, ponds, tree cover, etc., and incorporate these features into the development;

5. Consider street names. Streets that are extensions of, or obviously in alignment with, existing streets shall bear the name of the existing streets; however, no other streets shall bear names which duplicate or nearly duplicate so as to be confused with the names of existing streets;

6. Reserve a minimum of one historical street name from the list on file in the Engineer's office, prior to the recording of Final Plat, as set forth in the Historical Street Name Resolution;

7. Take into account future development, including street and utility extensions;

8. Consider the implementation of traffic calming measures, which the City may require on a case-by-case basis.

7.02 PUBLIC SITES AND OPEN SPACES

7.02.01 Where a proposed park, playground, school, or other public use shown on any official adopted City, Township, County, or State plan or map is located in whole or in part in a subdivision, appropriate public agencies and governing bodies shall be given an opportunity to begin, within one year from the date of recording of the Final Plat, procedures to acquire said acreage.

7.03 STANDARDS

7.03.01 The United City of Yorkville "Standard Specifications for Improvements", and the Yorkville Park Board "Park Development Standards" shall be incorporated herein, and shall apply to any and all development, not only subdivisions.

7.04 HALF-STREETS

7.04.01 Half-streets shall be prohibited, except where essential to the reasonable development of the subdivision, and in conformity with the other requirements of these regulations, and where the Plan Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. A right-of-way width of not less than forty- (40) feet, and a pavement width of not less than twenty-two and one-half (22-½') feet, shall be required for the half-street. Where a half-street is adjacent to a tract to be subdivided, the other half of the street shall be platted and constructed within such tract. In cases where half-streets are accepted, the owner and subdivider shall be required to grade and improve the half-street, the same ad all other subdivision streets.

7.05 ALLEYS

7.05.01 Alleys shall be provided in all commercial and industrial districts, except that the City may waive this requirement where another definite and assured provision is made for service access, such as off-street loading and parking consistent with, and adequate for, the uses proposed.

7.05.02 Alleys shall not be approved in residential areas, unless necessary because of topography or other exceptional circumstances.

7.05.03 Alley widths shall be not less than twenty-four (24) feet.

7.05.04 Dead-end alleys shall be prohibited.

7.06 STREET JOGS

7.06.01 Street intersection jogs with centerline offsets of less than one hundred, fifty- (150) feet shall be prohibited.

7.07 STREET INTERSECTIONS

7.07.01 Streets shall be laid out so as to intersect as nearly as possible at right angles. Proposed intersections at angles of less than eighty- (80) degrees shall not be acceptable.

7.08 BLOCKS

7.08.01 The length, width, and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block length in residential areas shall not exceed on thousand, three hundred, and twenty (1320) feet, nor have less than sufficient width to provide two tiers of lots of appropriate depth between street lines, except that one tier of lots may back onto a limited access highway, railroad right-of-way, or major street, provided suitable screen-planting contained in a no-access reservation strip along the rear property line is provided.

7.08.02 Paved an fenced pedestrian crosswalks, not less than ten (10) feet wide, may be required by the Plan Commission through the center of blocks more than nine hundred (900) feet long, where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities. Paving shall be three (3) inches of bituminous concrete surface course on ten (10) inches of compacted CA-6 base. Fencing shall be four (4) feet high, continuous chain-link fence on both sides of the walkway on an easement.

7.09 LOTS

7.09.01 All lots shall meet the minimum depth, width, and area requirements of the Zoning Ordinance.

7.09.02 The size, shape, and orientation of lots shall be appropriate for the location of the subdivision, and for the type of development and use contemplated.

7.09.03 Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street service and parking facilities.

7.09.04 Fronting of residential lots onto State and County highways is prohibited. Also prohibited is the fronting of residential lots onto any proposed major thoroughfare or major collectors, as designated by the Comprehensive Plan. Subdivision entrances for residential uses, and/or major entrances for commercial, industrial, and institutional uses shall be located not less than thirteen hundred (1300) feet apart, center-line to center-line, unless topography or existing street locations dictate otherwise.

7.09.05 Excessive depth in relation to width shall be avoided.

7.09.06 All lots shall front or abut on a public street.

7.09.07 Side lot lines shall be substantially at right angles or radial to street lines.

7.09.08 Double frontage and reversed frontage lots shall be avoided, except where necessary to overcome specific disadvantages of topography and orientation, and where a limited access highway, railroad right-of-way, major street, or similar situation exists; in which case, double-frontage lots shall be provided with suitable screen-planting contained in a no-access reservation strip along the rear property line and the right-of-way. When deemed necessary by the Plan Commission, double-frontage lots shall have additional depth to further protect the proposed use from rear lot line traffic.

7.09.09 Subdivisions must include the entire parcel being divided, and may have no exceptions or exclusions; and shall not contain "leftover" pieces, corner, or remnants of land.

8.09.10 Lot widths shall be measured at the building setback line, and may be reduced ten (10) percent at the end of a cul-de-sac, providing the lot area meets the requirements of the Zoning Ordinance.

7.09.11 Corner lots shall have a buildable area equal to or greater than the smallest interior lot on the same block.

7.10 EASEMENTS

7.10.01 Easements shall be provided at the rear of all lots. Such utility easement shall be at least ten (10) feet wide on each lot, and normally centered upon the rear or side lot lines. Easements will be required for all storm water control facilities and for overflow routes. The City may require wider easements and easements at other locations to accommodate proposed utilities and to provide space for future utilities.

7.10.02 Easements shall be provided at the side of all lots, and shall be at least five (5) feet wide on each lot, immediately adjacent to the property line.

7.10.03 Easements shall be provided along both sides of all right-of-ways, immediately adjacent and parallel to, said right-of-way. This easement shall be for utilities. Evidence shall be furnished to the Plan Commission that the individual utility companies have reviewed easements, and any easement provisions to be incorporated on the plat or in the deeds, or the organization responsible for furnishing the service involved.

7.10.04 Where a watercourse, drainage channel, stream, or other body of water traverses a subdivision, appropriate dedications or easement provisions, with adequate width or construction to accommodate observed, computed, or anticipated storm water drainage through and from the subdivision, shall be made. The width of the easement shall be dependent on the area of land drained by the watercourse, and wide enough to allow access for construction and maintenance equipment.

7.10.05 Screen-planting easement(s) may be required in accordance with the Landscape Ordinance. If said easement is to also be used for public utilities, only such plant materials that have an ultimate growth not exceeding fifteen (15') feet shall be used.

SECTION 8.00 – REQUIRED IMPROVEMENTS

8.01 IMPROVEMENT REQUIREMENTS PRIOR TO FILING FINAL PLAT

8.01.01 Upon approval of both the Final Plan and the plans and specifications for the required subdivision improvements by the Plan Commission, Director of Public Works, and the City Engineer, and upon approval of the appropriate agencies as evidenced by State and County permits, where required, the subdivider shall construct and install the required subdivision improvements prior to filing the Final Plat with the Plan Commission for final approval. If construction does not begin within four (4) years of Final Plan approval, the subdivider may be required to revise the plan to comply with new City requirements.

8.02 SUBDIVISION SECURITIES

8.02.01 In lieu of construction on 8.01 above, the subdivider shall post with the City of Yorkville, a construction guarantee in the form of an Irrevocable Letter of Credit or irrevocable bond, payable to the United City of Yorkville, sufficient to cover the full cost, plus ten (10) percent, of the required improvements, as estimated by the engineer employed by the subdivider and approved by the City Engineer, to assure the satisfactory installation of required improvements as outlined in this Section, and contained in the approved plans and specifications. A Surety shall issue the Bond or Letter of Credit posted or Bank recognized by the State of Illinois, and approved by the City Attorney, and shall carry a rating sufficient to cover the cost of construction. The subdivider shall use the standard Bond Form or Letter of Credit Form used by the City of Yorkville. Construction guarantee shall not be reduced to below fifteen (15%) percent of the approved engineer's estimate prior to acceptance of the public improvements by the City. The construction guarantee shall not expire for at least one year. Subsequent renewals of the construction guarantee shall also be for a period of at least one year.

8.03 CONSTRUCTION WARRANTY

8.03.01 The subdivision irrevocable bond or Letter of Credit shall be released after an appropriate City Council Resolution accepting the improvements for public ownership. This subdivision Letter of Credit will not be released until a one-year Maintenance Bond or Letter of Credit is posted with the City Clerk for ten (10) percent of the Land Improvement cost, to ensure that any and all improvements will properly function as designed, with no defects after the City Council formal acceptance.

8.04 PROCEDURE

8.04.01 Not more than ten (10) months after Preliminary Plan approval, four (4) copies of the proposed final plans and specifications, engineer's estimates prepared and sealed by a professional engineer currently registered with the State of Illinois, and Subdivision Bond or Letter of Credit, shall be filed with the City Engineer, and shall provide all necessary information for the following, as applicable:

1. Streets;
2. Curbs and gutter;
3. Storm drainage, including storm sewers and storm water detention, building storm drains (footings, roof, etc);
4. Comprehensive drainage plan, including grades of surface drainage ways;
5. Sanitary sewerage system;
6. Water supply and distribution;
7. Public utility locations;
8. Street lights;
9. Sidewalks
10. Street signs, guard rails, and other special requirements;
11. Parkway trees; and
12. Payment in full of all City fees.

8.05 CONSTRUCTION AND INSPECTION

8.05.01 Written notice to proceed shall be obtained from the City Engineer prior to beginning any work covered by the approved plans and specifications for the above improvements. Authorization to begin work will be given upon receipt of all necessary permits, including all culvert permits required when proposed new or changed subdivision roads intersect any presently-existing road, and work must proceed in accordance with construction methods of Sections 8.05 through Section 8.16, and the City's Standard Specifications for Improvements.

8.05.02 Construction of all improvements required by this Ordinance must be completed within two years from the date of approval of the Final Plat, unless good cause can be shown for granting an extension of time.

8.05.03 The sub-divider shall pay all expenses incurred by the City of Yorkville to provide field inspections and testing of all construction work and materials before, during, and after construction.

8.05.04 On-street parking during build-out of the development shall be limited to one side only of all streets. In general, parking will not be allowed on the side of the street where fire hydrants are located. The developer shall post signage, as required by the Yorkville Police Department.

8.05.05 Dumpsters, work trailers, and construction materials shall not be stored or located in roadways or public right-of-ways at any time, without exception.

8.06 AS-BUILT PLANS

8.06.01 After completion of all public improvements, and prior to final acceptance of said improvements, the subdivider shall make, or cause to be made, a map showing the actual location of all valves, manholes, stubs, sewer and water mains, and such other facilities as the Director of Public Works shall require. This map shall bear the signature and seal of an Illinois Registered Professional Engineer. The presentation of this map shall be a condition of final acceptance of the improvements, and release of the subdivision Bond or Letter or Credit, assuring their completion. The coordinate system for As-Built drawings shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E). The "as-built" plans shall be submitted on reproducible Mylar, and also on computer diskette in a format acceptable to the City.

8.07 SURVEY MONUMENTS

8.07.01 Permanent and any other monuments required in this Ordinance shall be installed prior to the approval of the Final Plat.

8.08 ACCEPTANCE OF DEDICATION, IMPROVEMENTS

8.08.01 Final acceptance of the dedication of open space or other public areas shall mean the responsibility for the maintenance of the same. Approval of the Final Plat does not constitute final acceptance.

8.08.02 Approval of the Final Plat shall be dependent upon presentation of proof of responsibility for the maintenance of all community improvements.

8.08.03 All public improvements shall be accepted only by Resolution of the City Council, after a formal Petition for approval has been submitted by the subdivider to the City Clerk. Such Petition shall be filed after completion of the public improvements. The City Engineer and the Director of Public Works shall, within thirty (30) days from receipt of such Petition, make recommendations is report form to the City Council. All Petitions shall be acted upon by the City Council within thirty- (30) days from receipt of such recommendations of the City Engineer and Director of Public Works. A Maintenance bond will then be required in the amount of ten (10) percent of the cost of the Land Improvements, as specified in this Ordinance, after City Council acceptance.

8.09 STREETS

8.09.01 Street improvements shall be installed by the developer, shall be in accordance with the table of minimum standards herein, and in accordance with the City's Standard Specifications for Improvements. Right-of-ways at intersections shall have a twenty-five (25) foot radius or chord where right-of-way lines intersect.

8.10 SIDEWALKS

8.10.01 Concrete sidewalks shall be installed by the developer within all subdivisions, on both sides of the street or roadway, to a minimum width of five (5) feet, as specified in the City's Standard Specifications for Improvements.

8.11 STREET LIGHTING

8.11.01 A complete, functioning street light system shall be installed by the developer, at his expense, in all subdivisions as specified in the City's Standard Specifications for Improvements.

8.12 SIGNAGE, GUARD RAILS, AND LANDSCAPING

8.12.01 Street signs of the quantity and type approved by the Director of Public Works shall be installed at each intersection, and shall indicate the street names as shown on the Final Plat. The City shall order and install the street name signs. The subdivider shall reimburse the City for said cost. The subdivider shall also supply and install regulatory and warning signs, as directed by the Yorkville Police Department.

8.12.02 Steel plate beam guardrails shall be placed along the shoulder of any street, where street construction has resulted in an embankment greater than six (6) feet in height.

8.12.03 All areas of street rigbt-of-way that are not paved shall be seeded or sodded. Provisions shall be made to assure the growth of all landscaping.

8.12.04 All improvements herein shall be as specified in the City's Standard Specifications for Improvements.

8.13 STORM WATER DRAINAGE

8.13.01 Surface water drainage improvements consisting of storm sewers and/or open channels, inlets, catch basins, manholes, and/or detention facilities, shall be designed and constructed to adequately drain the area being developed, and also all of such other areas that naturally drain through the area being developed.

8.13.02 If the surface water drainage will be changed by the construction of the subdivision, adequate provision shall be made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and such surface waters shall not be deposited on the property of adjoining land owners, in such a manner as to cause erosion or other damage.

8.13.03 Designed planning of surface water drainage facilities shall be performed by, or under the supervision of, a Professional Engineer, registered in the State of Illinois. The storm water drainage system shall be as specified in the City's Standard Specifications for Improvements.

8.13.04 It will be the homeowner's responsibility to maintain any drainage course across his property, and to keep it free from features that restrict natural drainage.

8.14 SANITARY SEWER SYSTEM

8.14.01 All subdivisions and units therein shall be required to provide connection to the sanitary sewer system, including required sewer extensions off-site, to the sizes and depths as required by the City. The sanitary sewers shall be extended to the far boundaries of the development, as directed by the City. All costs of these improvements will be borne by the developer. The sanitary sewer system shall be as specified in the City's Standard Specifications for Improvements.

8.15 WATER SYSTEM

8.15.01 All subdivisions and units therein shall be required to provide connection to the United City of Yorkville's public water supply system, including required water main extensions off-site, to the sizes required by the City, and all costs shall be borne by the developer. All developments must provide a looped, double-fed water system, and extensions to the boundaries of the development, as directed by the City, shall also be included in the water system, to be funded by the developer. The water system shall be as specified in the City's Standard Specifications for Improvements.

8.16 OVERSIZING OF UTILITIES

8.16.01 When, in any subdivision, now within the City, or within one and one-half (1 ½) miles of the City limits, which normally would require a certain size water main, sanitary sewer, and/or storm sewer, but which for the purpose of complying with the plan of development of the City's Comprehensive Plan, to provide adequate utilities, not only to the particular subdivision, but also to subdivisions which in the future may become a part of the City, and where the City Engineer and the Director of Public Works have determined that water and/or sewer mains of a larger diameter are required, then the City Engineer or the Director of Public Works shall inform the subdivider, builders, and developers of the subdivision by a written notice of that fact, and require them to install such oversized utilities and at the same time, in said notice, inform them of the size(s) to be installed.

8.16.02 Watermain shall be considered oversized if it is larger than the size needed to supply the required fire flows of the development, not the minimum pipe size allowed by ordinance. The required fire flow rate for all residential areas shall be 1500 gpm. The required fire flow rate for commercial and industrial areas shall be 3250 gpm. The required fire flow rate within five hundred feet of a school site shall be 3375 gpm.

8.16.03 Upon being so notified as provided for in this section, no subdivider, builder, or developer shall install any utility in such subdivision of any size other than that specified to him by the aforesaid notice.

8.16.04 At such time as the installation of said oversized utilities shall have been completed in accordance with the plans and specifications submitted to the City of such installation, and also in accordance with the notice specified in this Section, and all such installations shall have been inspected and approved by the City as provided for by the Ordinances of the City of Yorkville, then the City may enter into an agreement to allow the developer to recover the difference of the cost at current prices, as of the time of said installation, between the development's required utilities which were originally planned to be used, and the cost of the oversized utilities which the City directed to be used. Said agreement may be in the form of a recapture agreement, cash payment(s), rebates of fees to the developer, or some other consideration as may be approved by the City Council.

SECTION 9.00 – ADMINISTRATION

9.01 BUILDING PERMIT

9.01.01 No building permit shall be issued for the construction of any building, structure, or improvement to the land, or any lot within a subdivision as defined herein, which has been approved for platting or re-platting, until all requirements of this Ordinance have been fully complied with. In no case will a building permit be issued until all fees have been paid, a grading plan approved, an "all-weather" road in place to serve this property, along with functioning drainage facilities, water system, and sanitary sewer system. Exceptions may be made for model home units.

9.02 CERTIFICATE OF OCCUPANCY

9.02.01 A certificate of occupancy may be issued for the use of any structure within a subdivision approved for platting or re-platting provided that all required utilities have been installed and are capable of servicing the subdivision, all roadways have the bituminous binder laid, and mutual agreement between the City Engineer and the Building Code Official has transpired. The final grading plan must be submitted and approved prior to a Certificate of Occupancy.

9.03 VARIATIONS

9.03.01 Where the Zoning Board of Appeals finds that extraordinary hardships or particular difficulties may result from the strict compliance with the Ordinance, the Zoning Board of Appeals is hereby empowered to consider such matters after receiving written application from the subdivider. If applicable, the Zoning Board of Appeals may recommend, in writing, to the City Council, variations or exceptions to the regulations, subject to specified conditions, so that substantial justice may be done and the public interest secured, provided that such variations or exceptions shall not have the effect of nullifying the intent and purpose of this Ordinance or the Comprehensive Plan.

9.03.02 The standards and requirements of the Ordinance may be modified in the case of large-scale developments when the Zoning Board of Appeals finds that a plan and program for a new village, complete community, shopping center, industrial park, or neighborhood unit provides adequate public open spaces and improvements for circulation, recreation, and service needs of the tract when fully developed, and which also provides such covenants or other legal provisions to assure conformity and achievement of the plan.

9.03.03 The Zoning Board of Appeals shall not recommend variations or exceptions to the regulations of this Ordinance unless it shall make findings based upon the evidence presented in each specific case, that:

1. Due to the particular physical surroundings, shape, or topography conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;

2. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally to other properties within the same zoning classification;

3. The alleged hardship was not created by any person presently having an interest in the property;

4. The granting of the variation will not be detrimental to the public safety, health, welfare, or interest to other properties or improvements in the neighborhood in which the property is located.

9.03.04 Variation requests that affect surrounding properties under the circumstances below shall not be approved:

1. Impairment of an adequate supply of light and air to adjacent properties;
2. Substantial increase in the traffic congestion in public streets;
3. Increase the danger of fire;
4. Endanger the public safety;
5. Significantly diminish or impair property values within the neighborhood; or
6. Noncompliance with the spirit of intent of the restrictions imposed by the Zoning Ordinance.

SECTION 10.00 – AMENDMENT

10.01 INITIATION OF AMENDMENT

10.01.01 The Mayor and City Council, the Plan Commission, the Zoning Board of Appeals, or any resident of the City of Yorkville, or any person residing within 1½ miles of the corporate limits of the City, may propose amendments.

10.02 PROCESSING APPLICATION FOR AMENDMENT

10.02.01 An application for an amendment shall be filed with the City Clerk. The application shall be accompanied by such plans or data, and such other information, as specified by the Plan Commission, and shall include a statement, in writing, by the applicant and adequate evidence showing that the proposed amendments will conform to the standards set forth herein. Copies of such application shall be forwarded by the City Council to the Plan Commission with the request to hold a public hearing.

10.02.02 Publication: The City Clerk sball cause a notice of time, place, and purpose of such hearing to be published in a newspaper published within the City of Yorkville, not more than thirty (30) days nor less than fifteen (15) days in advance of such hearing.

10.02.03 Hearing on Application: Upon receipt in proper form of the application and statement referred to above, the Plan Commission shall hold at least one public hearing on the proposed amendment. However, the Plan Commission may continue from time to time the hearing without further notice being published.

10.02.04 Findings of Fact and Recommendation of the Plan Commission: Within forty-five (45) days after the close of the hearing on a proposed amendment, the Plan Commission shall make written findings of fact, and shall submit same, together with its recommendations to the Mayor and City Council.

10.03 DECISIONS

10.03.01 The Mayor and City Council, upon receiving the recommendation of the Plan Commission, may grant or deny any proposed amendment in accordance with applicable Illinois Statutes, or may refer to the Plan Commission for further consideration.

10.03.02 If a recommendation submitted by the plan Commission to the City Council for a proposed amendment is not acted upon by the City Council within forty-five (45) days of the date upon which such application is received by the Mayor and City Council, it shall be deemed to have been approved.

SECTION 11.00 – FEE SCHEDULE

11.01 LAND CASH CONTRIBUTIONS

11.01.01 Sub-dividers shall comply with any School and/or Park Land-Cash Ordinance in effect at the time of Final Plat approval. The City may require that all or part of the park cash contribution be paid prior to recording any Final Plat of Subdivision of a development.

11.02 FEES

11.02.01 Before the Plan Commission approves the Final Plat, the subdivider shall pay to the United City of Yorkville, all fees, reimbursements, and/or deposits due at that time for any of the Subdividers' developments in the city.

SECTION 12.00 – VIOLATION, PENALTY, ENFORCEMENT

12.00.01 Any person, firm, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists enforcement of any of the provisions of this Ordinance shall be fined not less than fifty dollars ($50.00), nor more than two hundred dollars ($200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

12.00.02 The City Engineer is hereby designated and authorized to enforce this Ordinance. However, it shall also be the duty of all officers, citizens, and employees of the City, particularly of all members of the Engineering, Police, and Public Works Departments, to assist the City Engineer in reporting to him any new construction, reconstruction, improved land uses, or upon any apparent violation.

SECTION 13.00 – REPEALER

13.00.01 All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 14.00 – SEVERABILITY

14.00.01 If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining proportions hereof.

SECTION 15.00 – EFFECTIVE DATE

15.01 This Ordinance shall be in full force and effect form and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 28 day of Sept, 2004.

Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 28 day of Sept, 2004.

ATTEST:

City Clerk

SEAL

RICHARD STICKA	–	WANDA OHARE	Y
VALERIE BURD	Y	LARRY KOT	Y
MARTY MUNNS	Y	PAUL JAMES	–
JOE BESCO	Y	ROSE SPEARS	Y

Exhibit 1

RESOLUTION FOR THE
UNITED CITY OF YORKVILLE
STANDARD SPECIFICATIONS FOR IMPROVEMENTS

Resolution No. 2004-39

These Standards apply to all infrastructure improvements, and may be modified as needed upon the advice of the City Engineer for special identified situations or conditions. All contractors shall give the City Engineer's office a minimum 48-hour notice of all work and of all required approvals. Failure to obtain these required approvals will require extensive testing, removal and replacement, and a ban for a minimum of one year, from working on the City's right-of-way. Subdividers that have been unfaithful in previous City agreements or developments, or who owe the City payments, will not be allowed to have work performed for them within the public right-of-way. Resident engineering inspection shall be provided through the City Engineer's office, and all such costs shall be charged to the developer by the United City of Yorkville. Required written approvals will not be given until outstanding bills are paid in full. The developer's improvement Letter of Credit or other subdivision securities will also be liable for all such costs. The developer shall be responsible for layout and staking engineering, as well as for record drawings by a registered Professional Engineer. These Specifications for Improvements shall become a part of each and every project approved by the United City of Yorkville, and no other specifications will take precedence.

All improvements included in the United City of Yorkville's Standard Specifications for Improvements, unless noted herein, shall conform to the latest editions of the State of Illinois "Standard Specifications for Road and bridge Construction", the "Manual on Uniform Traffic Control Devices", and all amendments thereto. These documents shall be considered as included within the City of Yorkville Standard Specifications for Improvements, and in the case of a conflict of requirements, the most stringent shall apply.

Prior to starting construction of any project, the developer shall attend a pre-construction meeting and bring a representative from each contractor, a list of all contact persons that can be reached at any time, and a complete schedule of all work to be performed.

No work is to start until the City Engineer and the City Administrator have approved the engineering plans, and the pre-construction meeting has been held. The City Engineer must approve any changes to the approved plans in writing. The City Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the City's refusal to accept such improvements or to issue any further building permits, or to perform required inspections.

The subdivider shall obtain and keep in force insurance coverage for Worker's Compensation, and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability, as described in IDOT's "Standard Specifications for Road and Bridge Construction". The United City of Yorkville shall be named as an additional insured. The insurance coverage shall remain in effect until the City accepts the entire development.

The City will not consider acceptance of the public improvements in a development until it is at least fifty (50) percent built out, or three years after the roadway binder course is paved, whichever is sooner.

Blasting will not be allowed.

ROADS

All roadways shall conform to the Illinois Department of Transportation (hereinafter termed IDOT) "Standard Specifications for Road and Bridge Construction", unless modified herein. Horizontal and vertical geometric for right-of-ways and roadways shall conform to the City Standards, listed in Figure 2.

Surface course must not be placed until at least seventy- (70%) percent of the adjacent, private improvements are in place. However, in no case shall the surface course be placed until the binder course has been in place for at least one full winter season. In no case shall the surface course be delayed more than three (3) years after the binder course has been installed.

The subgrade shall be graded and compacted to a hard, uniform surface, matching the slopes of the surface course. It shall have no rutting and shall completely drain to the outer edges. It shall be proof rolled by the contractor with a fully loaded (gravel) 10-cubic yard dump truck and witnessed by and approved in writing by the City Engineer's representative (hereafter termed City Engineer) before proceeding to build the roadway. All unsuitable subgrade shall be removed and replaced with compacted, stable clay material or shall be replaced with compacted CA6 limestone on an approved, non-woven roadway fabric (6.5 oz. minimum). Other geo-grids may be required for certain conditions. All bituminous mixtures shall be delivered and handled so that the bituminous mixture immediately behind the paver screen is at or above 270 degrees F. All asphalt delivered to the project shall be covered when the temperature is at or below 70 degrees F.

All subgrades, other than approved granular subgrades, shall be completely covered with a subgrade fabric (Amoco 4551 or approved equal), with a full 18 inches of overlap. Subgrade Fabric shall also be used on lime-stabilized sub grades. It shall be placed neat and tight, without wrinkles, tears, or defects. Construction equipment shall not be allowed to drive on the fabric until it has a minimum of four inches cover of granular base material. The City Engineer shall approve in writing the subgrade fabric installation prior to placing base material. The subgrade fabric shall extend a minimum of twelve inches beyond the back of each curb.

In areas where undercutting of the subgrade is required, the bottom of the excavation shall be lined with a woven geotextile (Amoco 2002 or approved equal), and backfilled with CA-3 aggregate.

The aggregate base course shall be compacted to a minimum of 95% Modified Proctor and shall be free of all dirt and debris. The course shall be proof rolled, as described above, and witnessed by and approved in writing by the City Engineer before proceeding to build the roadway. A bituminous prime coat shall be applied to the aggregate base course prior to paving.

The bituminous concrete binder course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing a good-quality, properly-functioning, tracked or wheeled asphalt laying machine, utilizing fully-automatic, electronic sensing control from a stringline for the initial course, and from a minimum fifteen (15') foot ski for all other lifts. The bituminous binder course shall be proof rolled as described above, and witnessed by, and approved in writing, by the City Engineer before proceeding with the surface course. All repairs must be made as directed by the City Engineer. All bituminous pavement patches shall be at least fifty (50%) percent thicker than the pavement being patched.

Also, the binder course shall be bump tested by the contractor, and witnessed by the City Engineer, and all areas exceeding one-half inch (1/2") bumps, including header joints and any patch joints, shall receive a leveling course prior to surfacing. Areas of excessive patching will automatically receive a level course prior to surfacing. Prior to any leveling course or surface course, the streets shall be flushed clean and free of all dirt and debris. A bituminous tack coat will be required. Minimum temperature requirements for laying asphalt will be 5 degrees F higher than that allowed by IDOT specifications.

The bituminous concrete surface course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing good-quality, properly functioning, tracked or wheeled asphalt laying machine, utilizing fully automatic, electronic sensing control from a minimum 15-foot ski. The surface course shall be bump tested by the contractor, and witnessed by the City Engineer. All bump test penalties specified by IDOT specifications shall be quadrupled, and areas that have an excessive amount of one-half inch (1/2") bumps shall be completely removed and replaced, not just the bump itself. Minimum temperature requirements for laying bituminous surface course will be five (5) degrees F higher than that allowed by IDOT specifications. The surface elevation of the asphalt at the concrete gutter shall be ¼ inch higher than that of the adjacent concrete. All streets shall have a cross slope of 2% from the centerline to the concrete curb.

Areas of segregated binder course and/or surface course shall be removed and replaced at the direction of the City Engineer. Segregated asphalt is the uneven distribution of course and fine materials in the asphalt characterized by pavement textures different from the surrounding material, and can usually be seen by the naked eye.

Pavements constructed from Portland Cement Concrete shall be designed in conformance with American Concrete Pavement Association Publications IS 184P and IS 061P, as amended.

Combination concrete curb and gutter will be required on all roadways. All curb and gutter shall be placed on an aggregate base with a minimum thickness of four inches, but in no case shall the curb and gutter subgrade be higher than one inch below the adjacent roadway subgrade. The height of the gutter flag shall be ten (10") inches, unless directed otherwise by the City Engineer. As noted previously, the roadway subgrade fabric will extend over the curb and gutter subgrade, and beyond by a minimum of twelve (12") inches. The concrete curb and gutter shall be reinforced with two #4 deformed bars, placed three (3") inches from the bottom, spaced twelve (12") inches apart, centered on the total width of the curb and gutter. Machine-placed concrete curb and gutter is to be utilized wherever practical, utilizing a minimum Class X concrete, and a five (5%) percent minimum air-entrainment. Plastizers will be allowed, but chlorides will not. An approved spray-on curing compound with red fugitive coloring shall be applied immediately after finishing, and a sealer, WR Meadows TIAC, or approved equal, shall be applied after seven days. The resident engineer shall be notified of these applications, and proof of purchase, with material specifications, will be required. The concrete curb and gutter shall have the required slip bar expansion joints, and ¾ inch deep sawed contraction joints will be required every 15-20 feet, within 24 hours after each pour. Minor honeycombing on the two outer, vertical surfaces will be allowed, but they must be patched in an approved manner, and witnessed by the City Engineer, prior to backfilling. The clay backfill behind the curb shall be placed and compacted prior to placing aggregate base course.

Roadway extensions and stubs will be required as part of the development, with full improvements where needed, for future growth. Additional lanes, access improvements, traffic signalization, etc., may be required, at the developer's expense. The developer shall reimburse the City for two of each street name and regulatory signs and posts required, and the City will install them. All signs shall be high-intensity, as approved by the Director of Public Works. All pavement markings shall be thermoplastic. The developer shall reimburse the City for the cost of replacing any signs that are missing, stolen, or damaged prior to final acceptance.

The developer, to comply with these Standard Specifications for Improvements, shall improve existing roadways running through, or adjacent to, the development.

Half-streets are discouraged, but where they are necessary, on advice of the City Engineer, the minimum width street will be twenty-four (24') feet from the edge of pavement to the back of curb, on the development side of the roadway. Street lighting, sidewalk, and landscaping on the development side will be required. Temporary tee turn-arounds will be required on all streets stubbed for future roadway extension, as recommended by the City Engineer, and shown on the Final Plat. Paving for the tee will extend from right-of-way line to right-of-way line, to a length of fifteen (15') feet, and two radii of fifteen (15') feet. The pavement beyond the road edge shall be three (3") inches of bituminous concrete surface course, on a ten- (10") inch CA6 aggregate-compacted base, with pavement fabric. Concrete curb and gutter will not be required around the tee, and sidewalk will not required through the tee. The developer extending the street in the future shall remove the excess paving and base, place topsoil, and seed the area disturbed, construct the additional curbing so that the curb and gutter is continuous and uninterrupted from one development to another, and resurface for a distance of thirty (30') feet, including header joints, as approved by the City Engineer.

When a development includes construction along State and County highways, or other heavily traveled road, the developer shall post advance-warning signs. The developer shall consult with the Yorkville Police Department concerning the types and locations of signs, and shall obtain a permit from the appropriate jurisdictional agency prior to erecting the signage.

The City may require the roadway design to include traffic-calming measures. These measures may include, but not be limited to, curvilinear roadway layout, landscaping beyond the requirements of the Landscape Ordinance, traffic tables, and fog lines.

If a development includes the construction or modifications of traffic signals, the new signals shall be designed to have light-emitting diode (LED) lights. The traffic signal shall also have a battery backup device.

All new roadways shall be designed in accordance with IDOT Circular 95-11, or the most recently adopted IDOT standard for the design of flexible and full-depth bituminous pavements. The following minimum design criteria shall be used when applying the design method:

Design period = 20 years
Traffic Factor Equations for 80,000 lb. Vehicles
AC viscosity of AC-20
Class II Roadway
2.0% traffic growth rate
Subgrade Support Rating of Fair

Local Residential Roadways

Local Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 66 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be 10 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of thirty feet from back of curb to back of curb (B-B). The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Estate Residential Roadways

Estate Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be ten inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadway surface shall be 28 feet wide with two 12.5-foot wide through-lanes. The lane edges shall be striped with a four-inch thermoplastic pavement marking. The roadway up to and including the aggregate stone base shall be 32 feet wide to provide a 2-foot wide aggregate shoulder (nominal thickness of at least 12 inches), and also to allow for future widening. Mailbox turnouts will be paved, using driveway specifications to determine thickness.

Minor Collector Roadways

Minor Collector Roadways are intended to carry 1000-2500 ADT. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 34 feet B-B. The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. Minor collector roadways may provide direct access to adjacent private lots. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Collector Roadways and Commercial/Industrial Roadways

Collector Roadways are intended to carry 2500-12,000 ADT. The right-of-way width shall be 80 feet. These design standards shall also apply to all roadways directly serving commercial or industrial zoned areas. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 39 feet B-B. The street radius for all intersecting streets shall be a minimum of 40 feet to the back of curb. Collector roadways shall not provide direct access to adjacent lots in residential-zoned areas. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Major Collector Roadways

Major Collector Roadways are intended to carry more than 12,000 ADT. The right-of-way width shall be 100 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of six inches in thickness (2 lifts required). The aggregate stone base shall be 16 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-7.18 combination concrete curb and gutter to a width of 51 feet (four 12-foot lanes) B-B. The City Engineer may require an additional 12-foot center turn lane, as deemed appropriate. The street radius for all intersecting streets shall be a minimum of 50 feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

An alternative bituminous base course may be approved by the City Engineer, and B6-18 or B6-24 combination concrete curb and gutter may be required, based upon specific site drainage needs.

Boulevards

Boulevard-style roadways shall have a minimum width of 28 feet B-B for approaches to intersections. The minimum pavement width in other areas shall be 20 feet B-B.

SIDEWALK

Non-reinforced, concrete sidewalks will be required on both sides of all roadways. They shall be a minimum of four (4') feet wide where four (4') feet wide walks now exist, and five (5') feet wide in all other locations. All sidewalks shall be five (5") inches in thickness. They will be a minimum of six (6") inches in thickness across driveway approaches. All sidewalks shall have an aggregate base of CA 7, with a minimum thickness of two inches (five inches across driveway approaches). All concrete shall be Class X, with a minimum of five (5%) percent air-entrainments. Sidewalks shall slope two (2%) percent towards the street. Approved curing and sealing compounds are required, as specified previously for concrete curb and gutter. The back of the sidewalk shall be placed twelve (12") inches from the right-of-way line, unless directed otherwise. The sidewalk shall have a light broom finish. Formed contraction joints are required, at a spacing of five (5') feet. Expansion joint material, one-half inch in thickness, and full-depth, shall be placed every 100 feet. The subgrade for the sidewalk shall be uniform, neat, and compacted to a minimum 90% modified proctor.

Spalling or chips will not be allowed to be patched. All such areas will be removed from contraction joint to contraction joint, and replaced. All sidewalks will be in place prior to acceptance of the public improvements by the City, which includes in front of vacant lots. These areas must be protected during future construction.

No sidewalks are required in Estate-residential subdivisions. However, in the event sidewalks are not provided, a paved trail that abuts every lot must be provided, that meets the City's standards, specifically a ten (10') foot width, with an exit and entrance identification, consisting of two (2") inches of asphalt on eight (8") inches of CA6 aggregate. Dedicated easements at least fifteen (15') feet wide must be provided for the trail.

DRIVE APPROACHES

Drive approaches must be constructed to one of the following:

1. Six inches, minimum of Class X concrete, with a minimum of five (5%) percent air-entrainment, over six inches minimum CA6 aggregate base over a 90% modified proctor compacted subgrade, with curing and sealing treatments, as specified above, under concrete curb and gutter. Expansion joint material, one-half (1/2") thick and full-depth, shall be installed at the curb and at the sidewalk.

2. Two inches, minimum of Class I bituminous concrete surface course, over a minimum base of eight (8") inches of CA6 aggregate over a 90% modified proctor compacted subgrade. The concrete sidewalk will be constructed through the drive approach, and any construction damage to the concrete sidewalk or curb will cause removal and replacement of those improvements. Drive approaches will not be constructed steeper than eight (8%) percent.

3. In Estate-residential subdivisions, all driveways must be paved with brick, asphalt, or concrete, and must have a concrete culvert with flared end sections. Culvert diameter shall be twelve (12") inches or greater, as required by the City.

PARKWAYS AND PARK SITES

All parkways, park sites, and other open spaces shall be landscaped and designed in accordance with the City of Yorkville's Landscape Ordinance and the Park Development Standards, as amended from time to time.

Any existing trees within a development deemed by the Parks Department and Public Works Department to be dead, dying, or of an undesirable species shall be removed by the developer. The developer shall not remove or cut down any trees without the prior consent of the Parks Department and Public Works Department, or as indicated in the approved landscape plan.

STREET LIGHTING SYSTEM

All streets shall have a complete street lighting system designed by a professional engineer. A street light will be required at all intersections, all curves, at all ends of cul-de-sacs, and at a maximum spacing of 300 feet. In Estate-residential subdivisions, street lights shall be required at intersections, and at a maximum spacing of 500 feet, with lights also placed at curves and a he end of dead-end streets. The poles shall be concrete with butt-type foundations. The City Engineer may require a streetlight to be placed at other points, as may be necessary in the public interest in unusual or special conditions. They shall be located at side lot lines, and on the opposite side of the street from the water main, wherever possible, and shall be set two feet from back of curb to face of pole. Occupancy permits cannot be issued until all streetlights in that phase of the development are installed, complete, and operational.

All exterior lighting of private property in new developments shall be designed, located, and mounted at heights no greater than twenty (20') feet above grade for non-cutoff lights, and forty- (40') feet above grade for cutoff lights. The lighting plan, photometrics, and shop drawings for lighting equipment shall be submitted prior to issuance of a building permit. Glare shall be minimized to the extent practical by orienting lights away from the public right-of-way and abutting properties, or by planting vegetation to provide screening. Exterior lighting shall be designed, located, and mounted so that the maximum illumination measured horizontally at the lot line does not exceed one (1') foot-candle.

Light Distribution: Luminaries of the Type II distribution as approved by the Illuminating Engineering Society (herein termed IES) shall be used, except at intersections where Type II or Type IV IES distribution shall be used. The City Engineer may designate the IES Type V distribution luminaries be used in the public interest under unusual or special conditions.

Individual Control: On individual control of lights, the photoelectric control shall be mounted on top of the luminare.

Line Drop: Voltage drop shall be no greater than three (3%) percent from power supply to the last pole, with no wire size smaller than No. Six (6) Type RHH or RHW Underground Service Cable (USC). All streetlights shall operate at 120 volts, except for those on major streets.

Power Supply Location: Connection to the power supply shall be made to comply with Commonwealth Edison Company rules and regulations, as amended fro time to time.

Conduit: All driveways, street, and sidewalk crossovers shall have two (2") inches of HD PVC conduit, used as raceways for underground cable.

Underground Cable: All underground cable shall be direct-buried cable, placed at a depth at least thirty- (30") inches below the normal finished grade. Three cables (Black, White, Green) shall be run from the pole to the power supply. Any underground cable broken more than once prior to Final Acceptance shall be replaced from the power source to the pole or from pole to pole.

Splices: All cable on the underground cable section shall be continuous, and no splicing shall be made underground. All necessary splices shall be made above ground level.

Underground Cable Location: Underground cable shall be installed in a trench not less than two feet from the back of the curb, except that in no case shall the underground cable be installed under the sidewalk.

Grounding: A copper-clad ground rod shall be placed at each pole. The rod shall be minimum 5/8-inch diameter, and ten (10') feet long.

Fusing: All underground feeders shall be fused at or below their rated capacity. Each standard shall contain in-line fuse holders, with proper fusing in series with each underground conductor to protect the luminare located on that pole.

Maintenance Prior to Acceptance: Once streetlights are operational, the Yorkville Public Works Department shall perform normal maintenance, even though the Yorkville City Council has not accepted the streetlight system. Normal maintenance consists of investigating the cause of an outage, and repairing it if the cause is a burned out lamp, fuse, or photocell. All other repairs shall be referred to the developer. The cost of performing normal maintenance prior to acceptance by the Yorkville City Council shall be paid from a "Streetlight Normal Maintenance" deposit established by the developer prior to recording the Final Plat. The deposit shall be $300.00 per pole, or other such amount, as may be determined by the Yorkville City Council, from time to time. If the deposit proves insufficient, the developer shall replenish the deposit within thirty- (30) days of written request by the City Engineer. The Yorkville City Council shall return any unused funds to the developer upon acceptance of the streetlight system.

Streetlight Standard and Bracket: Local streets shall use 906 B19-AD4, American Concrete Company pole and bracket, or approved equal. Luminare shall be mounted 19'9" above the street, shall have a four-(4') foot arm. The pole shall be buried a minimum of five (5') feet below grade and backfilled with crushed CA6 limestone, watered, and compacted around the butt of the pole. The bracket is to be furnished with the pole.

The luminare shall be a General Electric Company No. M2RRI5S1N2AMS3F, or approved equal with the 1-1/4" side mount built-in ballast. The luminaries shall be fitted with General Electric Company "Lucalox" high-pressure sodium lamps LU I50/55/D, or approved equal, with GE Company ANSI specification "S55" high-pressure sodium ballasts (or approved equal) or American Electric 115 15-S-RN-120-R2-DA-4B.

Major Collector Streets: The lighting pole shall be Stress Crete E340-BPO-G, with Style 210 low rise tapered aluminum davit, or approved equals. The davit outreach length shall be eight (8') feet. The luminare shall be mounted thirty- (30') feet above the street. The pole shall have an embedment depth of five (5') feet, and be backfilled with CA 6 limestone.

The streetlight system shall be operated through controller(s) in ground-mounted cabinets. The controller and luminare shall operate at 240 volts. The controller shall be housed in a pad-mounted Type NEMA 3R enclosure. The exterior of the cabinet shall have a bronze tone powder-coat finish. The approximate dimensions of the cabinet shall be 42"H x 36"W x 12"D. A Com Ed meter socket shall be provided on the exterior of the cabinet.

The manufacturer or distributor shall guarantee streetlight standards, luminaries, ballast, lamps, and cables for their proper use, for one year, from the date of acceptance.

Testing: The subdivider shall manually trigger the photocell in order to have each street light burn continuously for at least 48 hours. During this burn test, amperage readings shall be taken, and must be within ten (10%) percent of the connected load, based on equipment ratings.

Parking Lot Lighting: Parking lots in areas zoned Business, Residential, or Office-Research, shall be provided with lighting necessary to achieve a minimum average of 2.0 foot-candles, as measured across the entire parking lot, and a maximum of 1.0 foot-candles, as measured at the adjoining property lines. Parking lots in areas zoned Manufacturing shall have a minimum average lighting intensity of one foot-candles, per square foot. Lighting shall be designed to avoid casting direct light or glare onto adjacent residential property.

STORM SEWER SYSTEM

A complete storm sewer system shall be required, consisting of closed conduits to an approved storm water storage system. All storm sewers within the public right-of-way and easements parallel to and adjacent to public right-of-way shall be reinforced concrete pipe (RCP), with a twelve (12") inch minimum diameter. Storm sewers in rear yards and side yards may be high-density polyethylene (H.D.P.E.) of a manufacturer and design, to be approved by the City of Yorkville. All roadways will have a system of inlets/catch basins, tied directly to the storm sewer. These storm water collection locations will be on both sides of the street, with a maximum longitudinal flow interval of 300 feet. All such collection points will be an inlet except the last structure before entering a storm sewer main shall be a catch basin with a two-foot sump. Catch basins or open-lid structures shall not be located over the sewer main. All backfill is to be a CA7 aggregate. All storm sewer roadway crossings from structure to structure must be backfilled with CA7 aggregate and completely encapsulated in an approved drainage fabric. In this manner, the curb subgrade, the storm crossings, and the inlets and catch basins create a roadway underdrain system for longer roadway life.

The City may require that storm sewers be constructed along the centerline of individual roadways at certain locations. Those locations shall normally be limited to within 100 feet of the lowest sag vertical curve of a roadway. Where these locations occur within a horizontal curve of the roadway, storm manholes shall be placed at the centerline of individual roadways.

If subgrade conditions are excessively sensitive to moisture or other special conditions, a capped, perforated, plastic underdrain may be required under the curb and gutter. All storm water conduits 12" diameter and larger shall be internally televised in color just prior to City acceptance, and shall be free of defects, sags, dirt, and debris. All non-RCP storm sewers shall also be mandrel tested (similar to sanitary sewer testing) just prior to City acceptance. All parking lots shall be drained internally, and directed by pipe to the storm sewer. Storm sewers shall extend to the limits of the development with proper sizing, as approved by the City Engineer, based upon current and future runoff conditions, to pick up and safely carry through the development any and all upstream bypass flows.

All new homes with basements or crawl spaces shall have a direct, underground conduit to the storm sewer system. Fill-in lots in areas with no storm sewer within 500 feet shall not be required to have this direct connection. Minimum depth of cover for these lines shall be 30 inches. All discharges shall have an approved automatic diverter calve immediately outside the house and a check valve inside the house. Multiple collection lines of four inch and six inch HD PVC will be allowed by an approved design. Terminal and junction points shall be at two-foot diameter precast concrete inlets with open-lid castings. The pipe from the house shall be a 2" minimum HD PVC with cemented joints. The connection to the storm sewer shall be through a neat, tight fitting, bored hole into the concrete pipe. After insertion of the sump pump discharge pipe into the concrete storm sewer pipe, the joint shall be sealed with hydraulic cement. In no case shall the sump pump discharge pipe extend beyond the inner surface of the concrete storm sewer pipe. Connections, however, shall be into a structure wherever practical.

Individual storm sewer services shall not be required in areas of the development where soil and ground water conditions indicate that sump pumps would run very infrequently. If the developer does not wish to install storm sewer services, he shall perform soil borings at regular intervals (300' to 400' grid typical) during the Final Plan preparation stage, to determine soil types and ground water elevations. Boring locations are subject to approval by the City. Each boring shall extend at least 20 feet below existing ground elevations and be referenced to the development benchmarks. If the boring logs show granular soil and also show ground water elevations at least five (5') feet below planned basement floor elevations, then individual storm sewer services shall not be required in that area of the development. During excavation of every basement in that area, the developer shall verify (with City representative present) that the granular soil and deep ground water conditions exist. If either condition is found not to exist at a building location, the developer shall construct a storm sewer service to that building, in conformance with these Standard Specifications.

The design of the storm water collection system shall be for a ten (10) year storm, running just full. The only exception to this is where the receiving storm water system has less capacity and here the new system of conduits shall be designed for a five (5) year event, running just full. The minimum velocity shall be 2.5 fps and the maximum shall be 8 fps. The storm sewer pipe shall have a minimum cover of three (3') feet. Storm sewer manholes shall be five (5') feet internal diameter, constructed of reinforced concrete, and shall be placed at a maximum spacing of 500 feet. Storm sewer manholes may be four (4') feet internal diameter when the largest sewer entering/leaving the manhole is 18" diameter, and the orientation of sewers connecting to the manhole is such that there is at least 12" of precast wall between the openings provided for sewers. The use of adjusting rings is limited in height to eight (8") inches. Inlet and/or catch basin frames and grates shall be Neenah No. 3015, East Jordan No. 7010, or approved equal. Whenever possible, castings for curb drains shall have a fish logo to discourage dumping of oils, pesticides, and other inappropriate items into the storm sewer system.

Where a continuous grade is carried across an inlet or catch basin casting, the open-vaned cover shall be used, Neenah No. R-32868V, East Jordan No. EV-7520, or approved equal. All manhole castings shall be Neenah No. R-1030, East Jordan No. 105123, and Type B cover, or approved equal. All type B covers shall have "City of Yorkville" and "Storm" cast into the top, and shall be concealed pickhole type. All sections of the manholes shall be completely sealed and butyl rope, including the casting. Manholes shall no be allowed in the pavement, curb, gutter, or sidewalk. All flared end sections 15" or larger shall have grates.

In Estate residential developments, a ditch shall be required on both sides of the street, and shall have a minimum profile slope of one (1%) percent (side slope 4:1 on the street side, and 3:1 on the lot side).

For developments ten acres in size or larger, the developer may use computer-based methods to determine stormwater storage volumes. The specific method and parameters used in employing the method shall be subject to the approval of the City Engineer.

For developments less than ten acres in size, the storm water storage system shall be designed utilizing a Modified Rational Method, as described below:

1. Q = (Cm) iA, where a run-off co-efficient or Ca is calculated for the site based upon actual proposed surface coverage. Cm then equals 1.25 times Ca.

2. The following run-off co-efficient shall be utilized as minimums:

Surface	C
Grass	.50
Asphalt/Concrete	.98
Roof	1.00
Detention	1.00

3. The maximum release at the designated 100-year level is 0.15 cfs/acre. The City Engineer shall reduce this allowable release rate where the downstream accepting system is experiencing drainage problems such as the Elizabeth Street swale where all receiving discharges are limited to 0.10 cfs/acre. The outlet structure design shall address the two-year (0.04 cfs/acre) and the 25-year (0.08 cfs/acre) storm control, in addition to the 100-year event.

4. When depressional compensatory storage is provided by increasing the volume of a stormwater detention basin, the maximum allowable release rates of the basin shall be reduced, as directed by the City of Yorkville to approximate the pre-development release of the depressional area, and realize the full storage potential of the enlarged basin.

5. The minimum size restrictor shall be a four-inch by twelve-inch long HD PVC pipe. The design must be designed for easy maintenance and cleaning during a storm event. The discharge shall be directly to a downstream storm sewer if one is available within a reasonable distance. If not, the discharge will be to the surface, with approved energy dissipation and downstream erosion protection.

6. The rainfall intensities to be utilized are those established by the Illinois State Water Survey's Bulletin #70, as amended for the specific City of Yorkville area. In designating the required storm water storage volumes, the maximum value calculated using the various events should be utilized. See Figure 3 for a sample calculation.

7. The storm water storage areas must have containment for twelve inches of additional storm water storage, with an approved calculated overflow area at six inches above calculated 100-year elevation. This overflow shall have an erosion concrete curtain wall, with a minimum thickness of 8 inches, a minimum depth of three feet below grade, and a length to extend a minimum of four feet beyond the limits of the overflow on either end. This wall is not to be formed, but is to be trenched or excavated into natural soil, or into the compacted fill, and is to be finished flush to the ground.

8. Storm water storage areas shall be covered by an easement, including access thereto, such that should the owner not maintain said area as necessary, the City can cause such corrections and bill the owner, including any and all administrative costs.

9. The engineering plans shall have a full sheet dedicated to the soil erosion and sedimentation control requirements for the development, including silt fencing, straw bales, drainage fabric, etc. Failure to properly maintain this system may result in major storm sewer cleaning within the site and in the offset storm system. The City reserves the right to place a hold on all building permits and inspections if the soil erosion and sedimentation control plan is not properly maintained. Keeping the streets clean is part of this plan, and failure to do so will result in these actions. The developer shall establish a Street Cleaning deposit with the City of Yorkville, in the amount of $5000.00. If the streets are not cleaned within 48 hours of a written request by the Director of Public Works, the City shall have the streets cleaned, and subtract that cost from the deposit. The developer shall replenish the deposit to the full amount if it falls to less than $1000.00. The Yorkville City Council shall return any unused portion of the deposit to the developer upon acceptance of the streets.

10. The developer shall establish basins onsite where concrete ready-mix trucks must wash out after delivering their load. Signs shall be posted at each entrance to the development to warn truck drivers of the requirement to wash out at specific sites, and notify them of the fine for non-compliance (up to $100.00 for each offense). Each entrance sign shall include a simplified map of the development, to show the locations of the washout basins in the development. A sign shall also be posted at each washout basin, to identify the site. The developer shall maintain all signs, basins, and appurtenances in good condition until the City accepts the public improvements.

    Washout basins shall be located outside of the public right-of-way, parks, and all public utility easements. They shall be located in relatively low-traffic areas, and be at least fifty- (50') feet from storm drains, open drainage facilities, and watercourses, unless approved otherwise by the City Engineer. Basins shall have a minimum twelve (12") inch thick CA-3 aggregate approach of sufficient width over a woven geotextile fabric, to reduce tracking of mud onto roadways. The washout area shall be contained by an earthen berm, and be at least ten (10') wide by ten (10') long. The maximum depth of a washout basin shall be three feet. When the volume of a washout basin is 75% full, the developer shall remove the hardened concrete and transport it to a legal landfill. Burying waste concrete onsite shall not be permitted.

    The developer shall incorporate the items necessary to comply with this requirement, as well as provisions for maintenance, onto the erosion and sediment control plan sheet. All signage, washout basins, and appurtenances shall be in place before the first building permit is issued.

11. The engineering plans shall have one or more full sheets dedicated to the Final Grading of the entire site. The minimum grade for all grass areas shall be two (2%) percent, except that swale areas may be at one (1%) percent if it is over an approved, piped underdrain. Slopes shall be shown with arrows at all locations from all break points. A grading plan on an 8-1/2" x 11" paper for the actual building must be submitted for each building permit submitted, and will become a part of the building permit. All top of foundation elevations will be a minimum of two (2') feet, and a maximum of three (3') feet above the street centerline elevation, measured at the center of the lot in question, unless the City Engineer directs otherwise, based on site-specific conditions. Drives must be at a minimum slope of two (2%) percent, and maximum slope of eight (8%) percent towards the curb flow line from the garage. When the forms for the foundation are ready to pour, a top of foundation elevation and location certification of a registered surveyor or engineer, as approved by the building inspector, is required prior to pouring the concrete into the forms. The tolerance here is 0.15 feet lower and 0.5 feet higher, and behind all applicable setback and easement lines.

12. Requests for an occupancy permit must include an as-built grading plan, signed and sealed by a registered land surveyor, showing the original, approved grades and slopes, along with the actual grades, just prior to the occupancy permit request. The actual grades must fall within a tolerance of 0.15 feet in order to receive an occupancy permit. Top soiling and seeding or sodding, if applicable, must be in place prior to the final grading plan. All City-incurred costs of reviewing these grading plans shall be the responsibility of the developer. Note that specific building codes, ordinances, and permitting procedures, which may be established by the United City of Yorkville, shall supersede these requirements.

13. General grading and landscaping of the storm water areas shall be designated according to the Park Development Standards, Landscape Ordinance, and these Standard Specifications. The City may require that storm water detention and retention facilities, as well as grading, landscaping, and stormwater collection systems, incorporate currently acknowledged Best Management Practices to improve storm water quality. These may include, but are not limited to, naturalized detention basins, bio-swales, low impact design standards, perforated storm sewer, designs that reduce the degree of connected impervious areas, designs that encourage infiltration of stormwater, etc.

    Wet ponds shall have a maximum allowable depth of two feet between the normal water level and the high water level corresponding to the Ten-Year Frequency Storm. The City may require wetland-type plantings and appropriate grading around the perimeter of wet ponds.

    The developer shall provide a soil report, prepared by a licensed professional engineer, to determine whether or not lake lining will be required. Vertical or nearly vertical edge treatment will require an approved method, allowing a child to easily climb out of the water.

    Storm sewers discharging to a stormwater basin shall be designed such that the sewer invert at the discharge point is no lower than 6" below the normal water level of the basin, and the top of sewer is no lower than the ten-year high water level of the basin.

14. Storm water storage basins shall operate independently of any watercourse or water body receiving the discharge from the basins. Bypass flows from upstream areas should bypass the storm water storage facility, where practical. The entire development shall be examined under the premise that all storm sewers are blocked and full when a 100-year event occurs, and the development can pass these flows without flooding homes. All overflows are to be contained within the right-of-way, or where absolutely necessary, through special drainage easements. All buildings shall have the lowest water entry a minimum of 18 inches above the elevations determined for this bypass situation.

15. Storm water detention shall not be required under the conditions listed below. The City reserves the right to require detention on any parcel of land if special circumstances exist, and to require that sewer be constructed as necessary, to carry away the storm water.

    a) Proposed development or re-development of the existing lots zoned single-family detached, or duplex residential, less than 2.5 acres in gross area.

    b) Proposed development or re-development of existing lots zoned other than single-family detached or duplex residential, that are less than 1.25 acres in gross area.

WATER SYSTEM

1. All water mains shall be Class 52 ductile iron pipe, conforming to the latest specification requirements of ANSI A21.5.1. Mains shall be cement lined, in accordance with ANSI A21.4. Fittings shall conform to ANSI 21.10. Gate valves shall be resilient wedge type, conforming to the latest revised requirements of AWWA specification C509. All water mains are to be polyethylene wrapped. Main line valves 10" diameter and larger are to be installed in a vault. Smaller main-line valves shall either be installed in a vault, or have a Trench Adapter valve box, similar to those used at fire hydrants. No vaults or valve boxes shall be in the pavement or sidewalk.

2. Water services up to 3" diameter shall be type "K" copper, conforming to the latest revised specification requirement of ASTM B88. Minimum size for residential units shall be one inch in diameter. Corporation stops shall be McDonald No. 4701, Mueller H-15000, or Ford F-600. Curb stops shall be McDonald No. 6104, Mueller H-15154, or Ford B22-333m, with Minneapolis patter B-boxes, similar to McDonald N.5614 or Mueller H-10300.

3. Minneapolis type B-boxes shall be installed in the right-of-way, but not in the sidewalk or driveway.

4. Fire hydrants shall be one of the following:

    1. Clow F-2545 (Medallion)
    2. Mueller A-423 Super Centurian
    3. Waterous WB-67-250

    Hydrants shall have a 5-1/4" main valve assembly, one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles, with national standard threads, a national standard operating nut, and above ground break flange. The installation of the hydrant shall conform to AWWA 600 standards. Auxiliary valve boxes shall either be Trench Adapter Model Six by American Flow Control, Clow F-2546 with F-2493 cover, or approved equal. For valve boxes other than those by American Flow Control, the box shall be attached to the hydrant barrel with grip arms, as manufactured by BLR Enterprises, or approved equal.

5. Inspections and Installation: All water mains shall be designed and installed in accordance with the Standard Specifications for Water Mains in Illinois. Upon completion, water mains shall be subjected to hydrostatic pressure test of 150-psi average for up to 4 hours. Allowable recovery shall conform to the Standard Specifications for Water & Sewer Main Construction in Illinois. The water operator in charge or person authorized by the water operator in charge shall be present during all testing. The developer shall use the pressure gauge supplied by the City for the test.

6. New water main shall be disinfected in accordance with AWWA standard C601. Water will be tested to assure that 50 mg/l of CL2 is in disinfected water. Sampling shall be taken by water operator in charge or persons authorized by the water in charge. Water must pass two consecutive days of sampling tests by a state approved lab.

7. Water mains shall be minimum eight inches internal diameter, with a cover of five feet, six inches below finished grade. Watermain stubs to hydrants shall be at least six inches internal diameter. City water mains and hydrants shall be placed of the North and West sides of the streets, unless approved otherwise the City Engineer. Valves shall be installed each second consecutive hydrant, at intersecting lines, and other locations as required, such that a minimum number of services will be affected during a main isolation.

Fire hydrants shall be installed throughout the subdivision at each intersection and at intervals not exceeding the requirements of two fire hydrants serving any point of any building, or 300 feet along the roadway, whichever is more stringent. Special conditions may dictate a closer spacing, as approved. Fire hydrants shall be located on the property line, except at corners, and shall be set two feet minimum and three feet maximum from the curb back to the face of the pumper nozzle. Where there is no curb and gutter, the face of the pumper nozzle shall be between 18 inches to 20 inches above finished grade line (sidewalk to curb).

Base elbow of hydrant shall be properly thrust blocked, and shall be provided with clean, washed CA7 aggregate and polyethylene covering. All hydrants and any adjustment fittings shall receive one field coat of red paint, as recommended by the manufacturer, prior to final acceptance.

8. All tees, bends, fire hydrants, and valves shall be adequately blocked with pre-cast blocks and poured in place thrust blocking against undisturbed earth.

9. Services shall be equipped with corporation stop, curb stop, and buffalo box. The buffalo box shall be set in the parkway, on the centerline of the property, approximately centered between the back of sidewalk and the adjacent right-of-way line. Service trenches beneath or within two feet of proposed driveways, sidewalks, or other pavements shall be backfilled full-depth with aggregate. Except as permitted below, the underground water service pipe and the building drain, or building sewer, shall be not less than ten feet apart horizontally, and shall be separated by undisturbed or compacted earth. The water service pipe may be placed in the same trench with the building drain and building sewer if the conditions listed below are met:

    A. Local conditions prevent a lateral separation of ten feet;
    B. The bottom of the water service pipe at all points shall be at least 18 inches above the top of the sewer line at its highest point. All water and sewer services must be inspected an approved by the building inspector prior to backfilling.
    C. The water service pipe shall be placed on a solid shelf, excavated at one side of the common trench, and shall have no joints from the buffalo box to the water meter inside the house; and
    D. The material and joints of sewer and water service pipe shall be installed in such a manner, and shall posses the necessary strength and durability to prevent the escape of solids, liquids, and gasses there from under all known adverse conditions, such as corrosion, strains due to temperature changes, settlement, vibrations, and superimposed loads.

10. Depth of bury shall be 5'6" below finish grade. No joints will be allowed between the corporation stop and the curb stop.

11. All watermain shall be looped and double fed, and shall be extended to the far limits of the development, and in size appropriate for future development, as directed by the City Engineer. Recapture and over-sizing may be applicable.

12. The developer shall reimburse the City of Yorkville for the cost of water to fill and test new watermains, and also for the cost of laboratory tests after chlorination. The water cost shall be at the bulk rate charged by the City of Yorkville at that time. The volume of water shall be calculated as the volume of two and one-half times the lengths and diameters of new watermains.

13. Watermain proposed to cross existing city streets shall be constructed by directional boring. Open-cut construction shall not be allowed without consent from the Public Works Director.

14. Connections to existing watermains shall employ line stops to minimize the disruption of service to existing residents.

SANITARY SEWER SYSTEM

A complete sanitary sewer system is required for all new development. The minimum internal size of sanitary sewer main shall be eight inches in diameter. The top of the sewer main shall be a minimum of three feet lower than the lowest floor elevation at all service connection locations, but not less than eight feet below finished grade, wherever possible. Should the sewers serving a particular development not be deep enough to serve the basement, as noted above, then overhead plumbing will be required. However, all levels of the building must be served by gravity, with only the below-grade levels being served by a pump unit. The City Engineer may require that certain buildings not have subgrade levels due to special situations.

The sanitary sewer shall be extended to the development's far extremes, as directed by the City Engineer, for proper and orderly growth. The city Engineer will also direct the sizing and grades for the sewer, so as to fit the overall plan for the City. The City strongly discourages the use of lift stations, but if the City Engineer approves the use of a public lift station, the following shall be required as a minimum:

A. The pumps shall be submersible, with a back up pump and well-designed wet well.

B. The station building shall be a brick structure with conventional-pitched roofing and paved access. The building shall comply with all International Building Code regulations, and shall be heated and ventilated. The subdivider shall follow normal building permit procedures, and pay the normal fees for construction of the lift station building.

C. The unit will be equipped with a back-up power source, utilizing natural gas as a fuel, and can operate on manual or fully automatic mode, complete with a variable exercise mode.

D. The motor control center shall have a solid-state duplex logic. Sewage level in the wet well shall be measured with a pressure transducer. A dial-out alarm system matching that currently in use in the City shall be provided.

E. The City Engineer must approve any and all lift stations, and may require other improvements.

F. There shall be good-quality noise control, and all electronic components shall be explosion-proof.

G. Force mains shall be sized to carry the initial, intermediate, and ultimate flow rates from the tributary area, at a velocity of between 3.0 and 6.0 feet per second. Material shall be watermain quality Ductile Iron with polyethylene encasement. Gate valves in vaults shall be constructed in the force main at intervals not exceeding 600 feet, to allow quick isolation in the event of a leak. Blow-off valves in vaults shall be constructed at high points in the force main, and shall discharge to sanitary sewers, where possible. Force mains shall be tested at 150-psi for two hours, similar to watermain testing.

H. The sub-divider shall maintain an inventory of each size and type fuse, relay, and other plug-in type devices used in the lift station motor control center, as recommended by the manufacturer. These items shall be housed in a wall mounted metal cabinet. The subdivider shall also supply a heavy-duty free standing metal shelf with not less than square feet of shelf space, and one (1) fire extinguisher rated for Type A, B, and C fires.

I. The sub-divider shall provide start-up training to the Public Works Department personnel, and shall provide three sets of Operations and Maintenance Manuals for all equipment at the lift station.

J. Underground conduit shall be heavy-wall PVC.

K. The exterior of the wet well shall be waterproofed. The City may require the wet well to have a minimum internal diameter of up to eight feet.

Sewer construction cannot start until the Illinois Environmental Pollution Agency (IEPA) has notified the City Engineer that approvals have been secured. Sanitary sewer pipe shall be PVC plastic pipe, with a minimum SDR 26. All pipe and fittings shall be pressure rated in accordance with ASTM D-2241 and ASTM D-3139 (per AWWA C-900) for sizes 6-15 inches. Solvent joints are not permitted.

All public sanitary sewers will be air and mandrel tested (7-point minimum) by the developer, at his expense, under the supervision of the City Engineer. One copy of the report shall be forwarded to the Yorkville-Bristol Sanitary District, and one report shall be forwarded to the City Engineer.

All testing will be done in conformance with the "Standard Specifications For Water and Sewer Main Construction in Illinois", current edition.

All public sanitary sewers shall be internally televised in color and recorded on videotape and written log by the developer, at his expense, under the supervision of the City Engineer, to ensure that the sewers are straight, unbroken, tight, and flawless. There must be good-quality lighting for a sharp and clear image of all sewer segments. Poor quality images will result in re-televising the system, at the developer's expense. The videotape must clearly mark the segment being televised through manhole numbering, and the image must clearly identify the footage as it progresses through the pipe. One copy of the complete videotapes and written log shall be forwarded to the Yorkville-Bristol Sanitary District, and one complete set shall be forwarded to the City Engineer.

All manholes will be required to be internally vacuum tested by the developer, at his expense, under the supervision of the Engineer. This test will check the integrity of the complete structure, from the invert to the casting, including all adjusting rings. One copy of the test results shall be forwarded to the Yorkville-Bristol Sanitary District, and one copy shall be forwarded to the City Engineer. Vacuum testing of each manhole shall be carried out immediately after assembly backfilling, and rough grading, and shall be witnessed and approved by the City Engineer. All lift holes shall be plugged with an approved non-shrinking grout. No grout will be placed in the horizontal joints before testing. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole. The test head shall be placed at the inside of the top of the casting and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of ten inches of mercury shall be drawn and the vacuum pump shut off. With the valve closed, the time shall be measured for the vacuum to drop to nine inches. The manhole shall pass if the time is greater than 60 seconds for a 48-inch diameter manhole, 75 seconds for a 60-inch manhole, and 90 seconds for a 72-inch manhole. All manhole castings shall be Neenah No. R-1030 frame, East Jordan No. 105123, and Type B cover, or approved equal.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout, while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test result is obtained. If the rim of a sanitary manhole needs to be reset or adjusted after successful vacuum testing, but before the expiration oft eh one-year warranty period, it shall be sealed and adjusted properly in the presence of the City Engineer. Failure to do so will require the manhole to be vacuum tested again.

All manhole frames shall be Neenah No. R-1030, East Jordan No., 105123, or approved equal, with Type B covers. All Type B covers shall have "City of Yorkville" and "Sanitary" cast into the lid, and shall have concealed pick holes with a machined surface and watertight rubber gasket seals. All manhole segments, including the frame and adjusting rings, shall be set with butyl rope joint sealant. Manholes shall be minimum four-foot diameter, and shall not be located in pavement, curb, gutter, or sidewalk.

All sanitary sewer manholes shall be provided with approved cast in place rubber boots (flexible manhole sleeve), having a nominal wall thickness of 3/16" with a ribbed concrete configuration and with stainless steel binding straps, properly sized and installed for all conduits.

All manholes shall be reinforced precast concrete, and shall be located at intersections and spaced at a maximum interval of 300 feet, except that a closer spacing may be required for special conditions. The maximum allowable amount of adjusting rings shall be eight inches in height using as few rings as possible. All manholes shall be marked at the time of construction with a four-inch by four-inch hardwood post neatly installed vertically and with a minimum three-feet bury and a minimum four-foot exposed. The top one-foot of the post shall be neatly painted white.

Wells and septic systems are allowed in Estate-residential developments that are not within 250 feet of water and/or sewer service. When each lot is within 250 feet of water and/or service, that lot may maintain their septic and/or well only until failure of the septic or well. At that time the lot must, if within 250 feet of the sewer and/or water line hook-up to the sewer and/or water, as the case may be, connect to the City utilities at the lot owner's sole expense. After connection to the City Sanitary Sewer System, individual septic fields shall be abandoned by pumping out the tank, knocking in the cover, and filling with dirt or stone in accordance with Health Department regulations.

TRAFFIC STUDY

A traffic study may be required, and shall include:

1. Levels of service for existing conditions;
2. Levels of service for post-construction conditions;
3. All calculations shall be conducted according to the "Highway Capacity Manual";
4. Recommendations as to additional/limited access, additional lanes, signalization, etc.

If the City of Yorkville requires a traffic study for a development, that study will be contracted for by the City, and paid for by the developer. The developer shall establish a Traffic Study deposit with the City of Yorkville, in an amount to be determined by the City Engineer. The City shall return any unused portion of the deposit to the developer upon approval of a Final Plat or Site Plan.

If the land use plan of the development changes during the approval process, the developer may be required to make additional deposits to fund re-analysis and revisions to the Traffic Study.

The need or requirement for a traffic impact study shall be determined during the concept or preliminary planning stage of the proposed development. The developer/subdivider shall meet with City of Yorkville officials during one of these stages for the purpose of determining the traffic study requirements. When the City of Yorkville requires that a traffic study be prepared based upon the above, the study shall include, but not be limited to, addressing the following issues:

INTRODUCTION: A general description of the proposed development, including it's size, location, the political jurisdiction in which the site is located, the boundary limits of the study area, and any other information needed to aide in the review of the development's traffic impacts.

PROJECT DESCRIPTION: A description of the existing and proposed land uses of the development. If alternative land uses are being proposed, the highest trip generation uses shall be assigned for each land use.

SITE ACCESSIBILITY: A clear and concise description of the proposed ingress/egress points to the proposed development, including a sight distance analysis.

EXISTING EXTERNAL ROADWAY NETWORK: A description of the existing external roadway networking the vicinity of the proposed development, to include functional classification, primary traffic control devices, signalized intersections, roadway configurations, geometric features (curves and grades), lane usage, parking regulations, street lighting, driveways servicing sites across from or adjacent to the site, and right-of-way data. The area of influence shall be determined by the traffic generated from the site, the trip distribution of traffic, and the trip assignment of the traffic generated by the development over the surrounding area road network.

EXISTING AM, PM, & TOTAL DAILY TRAFFIC VOLUMES: Existing AM, PM, and total daily traffic volumes for access driveways (if existing), intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. To determine AM and PM existing traffic volumes, machine counts and/or manual counts shall be conducted during a three-hour period of the morning, between approximately 6:00 AM to 9:00 AM of an average or typical weekday, and also between approximately 3:00 PM to 6:00 PM, on an average or typical weekday. Peak hour counts may be required on Saturday and/or Sunday, depending on the proposed land use. All AM and PM peak hour counts shall be recorded and summarized in fifteen-minute increments, and be included in the Appendix of the final report. Manual counts shall include vehicle classifications, i.e. passenger cars, single-unit, multi-unit trucks and buses. Traffic counts shall show both entering and exiting traffic at the proposed access points (if existing), in addition to turning and through traffic movements at critical intersections.

TRIP GENERATION RATES AND VOLUMES: Trip generation rates and volumes for each type of proposed land use shall be determined for the AM and PM peak hours, and total daily volumes may be required on Saturday and/or Sunday, depending on the proposed land use. The trip generation rates shall be calculated from the latest data available contained in the Institute of Transportation Engineer's "Trip Generation Manual". If trip generation rates for a specific land use are not available from the "Trip Generation Manual", the United City of Yorkville shall approve the substitute rates.

SITE-GENERATED TRIP DISTRIBUTION & ASSIGNMENT: The most logically traveled routes in the vicinity of the development shall be used for trip distribution and assignment purposes. The directional distribution of site-generated traffic approaching and departing the development should be shown in both graphic and tabular form. All assumptions used in the determination of distribution and assignment shall be clearly stated.

EXISTING, PLUS SITE-GENERATED TRAFFIC VOLUMES: Existing, plus site-generated traffic volumes for the AM and PM peak hours, and total daily traffic for access drives, intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Traffic volumes shall show both entering and exiting traffic at the proposed access points, in addition to turning and through traffic movements at critical intersections.

FUTURE TRAFFIC (EXISTING, PLUS SITE-GENERATED) VOLUMES: Future traffic (existing, plus site-generated traffic volumes) for the AM and PM peak hours, and the total daily traffic for access drives, intersections, and roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Projected increases in the external (non site-related) roadway traffic must also be determined. The selection of a horizon year for which traffic operation conditions are to be characterized may be considered as the date full build-out and occupancy is achieved. If the project is a large multi-phased development in which several stages of development activity are planned, a number of horizon years may be required, that correspond to the bringing on line of major development phases. Horizon dates should be times to coincide with major stages of the overall project, or to coincide with increments of area transportation system improvements.

INTERSECTION CAPACITY ANALYSIS: Proposed access driveways and influenced intersections shall be subject to an existing, plus projected, capacity analysis. Projected traffic conditions shall include the effects of any committed developments within the influenced area. The existing and projected levels of service derived from the analysis shall be used to aid in the evaluation of design and operation alternatives of the access driveways and influenced intersections. The capacity analysis shall be in accordance with the techniques described in the most recent edition of the Transportation Research Board's "Highway Capacity Manual", Special Report 209.

SIGNALIZATION WARRANTS: If it is anticipated that the development's driveway(s) or existing external non-signalized intersections will satisfy signalization warrants, a warrant analysis shall be conducted, using the projected volumes determined from the trip generation. The results of such an analysis shall be tabulated in the traffic impact study.

CONCLUSIONS AND RECOMMENDATIONS: Clear and concise descriptions of the findings shall be presented in the final report. These findings shall include all recommended improvements for access facilities, internal roadways and intersections, and external roadway and intersection improvements.

DRIVEWAY AND PARKING LOT PAVING

ALL DRIVEWAYS AND PARKING LOTS SHALL BE PAVED AS PER THE FOLLOWING SPECIFICATIONS:

1. **ASPHALT:**

   A. RESIDENTIAL

   Two-inch I-11 bituminous concrete surface, over eight-inches (minimum) of compacted CA6 limestone or crushed gravel.

   B. COMMERCIAL/INDUSTRIAL

   Three-inch I-11 bituminous concrete surface, over ten-inches (minimum) of compacted CA6 limestone or crushed gravel.

2. **CONCRETE:**

   A. RESIDENTIAL

   Six-inch Class X, over six-inches (minimum) of compacted CA6 limestone or crushed gravel.

   B. COMMERCIAL/INDUSTRIAL

   Eight-inch Class X, over eight-inches of compacted CA6 limestone or crushed gravel.

3. **PAVING BRICK:**

   A. RESIDENTIAL

   Paving brick over one inch of sand and eight inches of compacted CA6 limestone or crushed gravel.

4. **SEALCOAT:**

   A. COMMERCIAL/INDUSTRIAL

   An A3 seal coat, as defined by the IDOT's Standard Specifications for Road and Bridge Construction, may be allowed on areas behind the building, when used as a temporary surface, not to exceed three years, after which it must be paved to the above specifications. The same base should be ten inches (minimum) of compacted CA6 limestone or crushed gravel.

This Resolution shall be in full force and effect form and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.

Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.

ATTEST

City Clerk

SEAL

RICHARD STICKA	Yes	WANDA OHARE	Yes
VALERIE BURD	Yes	LARRY KOT	Yes
MARTY MUNNS	Yes	PAUL JAMES	
JOE BESCO	Yes	ROSE SPEARS	Yes

FIGURE 2

Street	Minimum Right-of-Way Width	Minimum Roadway Width	Minimum radius to Centerline of Horizontal Curves	Minimum Length of Vertical Curves	Tangent between Reverse Curves	Maximum Gradient	Minimum Gradient	Clear Sight Distance
Expressways	200 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Local Expressways	100 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Major	80-100 ft	51 ft	1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Minor	70 ft	34 ft	400 ft	30x*	200 ft	5%	0.50%	400 ft
Local, Minor for Row houses & Apts	66 ft	30 ft	150 ft	15x*	100 ft	8%	0.50%	200 ft
Minor, for Single Family Residence	66 ft	30 ft	100 ft	15x*	100 ft	8%	0.50%	200 ft
Cul-de-Sac Street **	66 ft	30 ft	100 ft	15x*	100 ft	6%	0.50%	200 ft
Turn-around Diameter	130 ft	100 ft						
Length (Maximum)	600 ft ***							
Business & Industrial Districts	80-100 ft	39 ft	500 ft	30x*	200 ft	5%	0.50%	500 ft

* x = algebraic difference in rules of = grade. Where x is less than 3, then 3 shall be substituted for the actual value.

** See definitions.

*** The maximum length of a cul-de-sac shall be measured along its center line, between the center line of an intersection through street and the maximum extent of the turn-around right-of-way.

Minor Collector streets shall not have intersecting streets or drives any closer than 200 feet apart. Major Collector streets shall not have intersecting streets or drives any closer than 400 feet apart.

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

2- Year Detention Pond Volume

Subdivision Name: Sample For Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	3.28	14.268	14.108	0.291
0.500	2.24	9.744	9.584	0.396
1.000	1.43	6.221	6.061	0.501
2.000	0.90	3.915	3.755	0.621
3.000	0.65	2.828	2.668	0.661
4.000	0.53	2.306	2.146	0.709
5.000	0.44	1.914	1.754	0.725
6.000	0.38	1.653	1.493	0.740
8.000	0.31	1.349	1.189	0.786
10.000	0.26	1.131	0.971	0.802
12.000	0.22	0.957	0.797	0.790
15.000	0.18	0.783	0.623	0.772
18.000	0.16	0.696	0.536	0.797
21.000	0.14	0.609	0.449	0.779
24.000	0.13	0.566	0.406	0.804

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green Detention	1.000	1.000	1.000
Rooftop	1.000	1.000	1.000
TOTALS	4.000		3.480
"C" =	0.870		
Cm =1.25 x C=	1.088		

Allowable Run-off = 0.04 cfs/acre

Allowable Run-off = 0.16 cfs

Required detention volume = 0.804 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

25- Year Detention Pond Volume

Subdivision Name: Sample For Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	5.96	25.926	25.606	0.529
0.500	4.08	17.748	17.428	0.720
1.000	2.59	11.267	10.947	0.905
2.000	1.63	7.091	6.771	1.119
3.000	1.18	5.133	4.813	1.193
4.000	0.97	4.220	3.900	1.289
5.000	0.82	3.567	3.247	1.342
6.000	0.69	3.002	2.682	1.330
8.000	0.56	2.436	2.116	1.399
10.000	0.46	2.001	1.681	1.389
12.000	0.40	1.740	1.420	1.408
15.000	0.33	1.436	1.116	1.383
18.000	0.28	1.218	0.898	1.336
21.000	0.25	1.088	0.768	1.332
24.000	0.23	1.001	0.681	1.350

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green Detention	1.000	1.000	1.000
Rooftop	1.000	1.000	1.000
TOTALS	4.000		3.480
"C" =	0.870		
Cm =1.25 x C=	1.088		

Allowable Run-off = 0.08 cfs/acre

Allowable Run-off = 0.32 cfs

Required detention volume = 1.408 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS

100- Year Detention Pond Volume

Subdivision Name: Sample for Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	8.20	35.670	35.070	0.725
0.500	5.60	24.360	23.760	0.982
1.000	3.56	15.486	14.886	1.230
2.000	2.24	9.744	9.144	1.511
3.000	1.62	7.047	6.447	1.598
4.000	1.30	5.655	5.055	1.671
5.000	1.10	4.785	4.185	1.729
6.000	0.95	4.133	3.533	1.752
8.000	0.77	3.350	2.750	1.818
10.000	0.64	2.784	2.184	1.805
12.000	0.55	2.393	1.793	1.778
15.000	0.46	2.001	1.401	1.737
18.000	0.39	1.697	1.097	1.631
21.000	0.35	1.523	0.923	1.601
24.000	0.32	1.392	0.792	1.571

Composite "C" factor determination

Type of Area	Square Feet	Acres	"C" Factor	CxA
Grass	43560	1.000	0.500	0.500
Pavement	43560	1.000	0.980	0.980
Wet/Green Detention	43560	1.000	1.000	1.000
Rooftop	43560	1.000	1.000	1.000
TOTALS	174240	4.000		3.480

"C" = 0.870

Cm =1.25 x C= 1.088

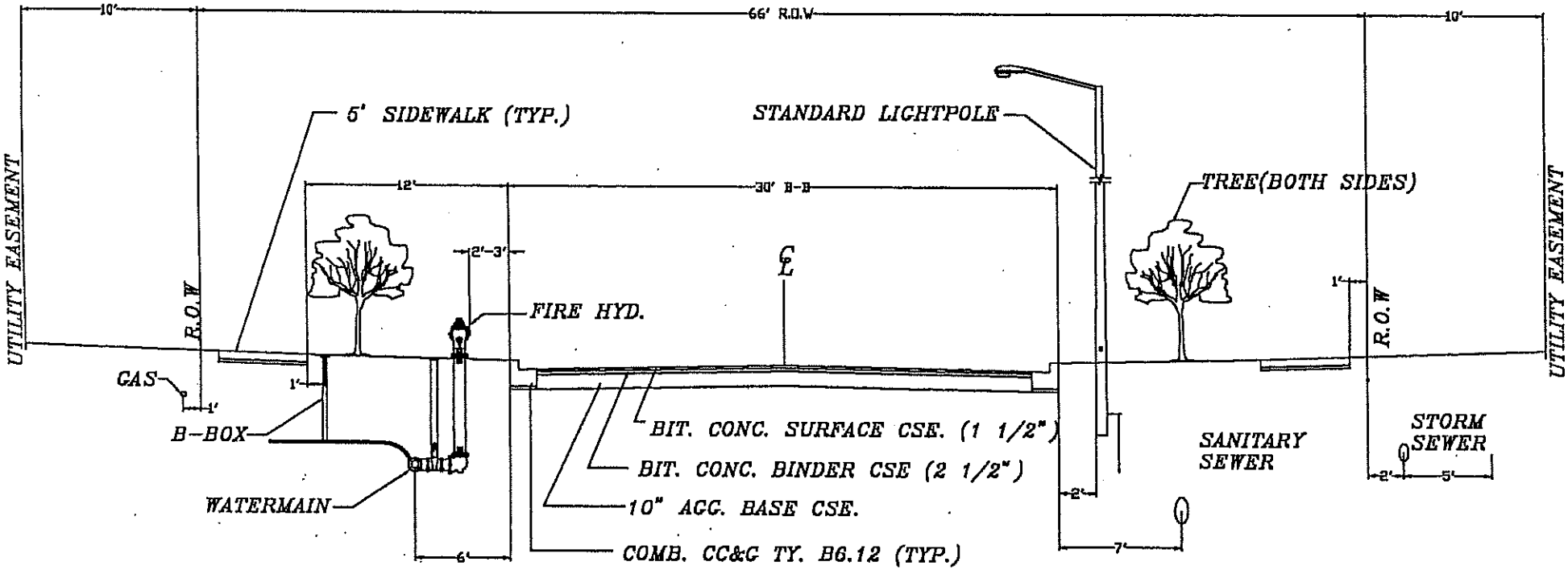
Allowable Run-off = 0.15 cfs/acre

Allowable Run-off = 0.60 cfs

Required detention volume = 1.818 acre-feet

FIGURE 4

THE UNITED CITY OF YORKVILLE



* NOTE: PAVEMENT FABRIC SHALL BE PLACED BENEATH AGGREGATE BASE IN NON-GRANULAR SUBGRADE AREAS.

TYPICAL LOCAL RESIDENTIAL STREET X-SECTION

NOT TO SCALE

FIGURE NO. 5

CHECK LIST FOR PRELIMINARY PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan	____	____	____
B. A time schedule of the proposed development of the area covered by such preliminary plan	____	____	____
C. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the plan, including the specific section of the Ordinance.	____	____	____
2. A boundary survey of the area covered by such preliminary plan, prepared and certified by a registered Illinois surveyor.	____	____	____

SECTION 2: GENERAL PLAN INFORMATION

1. A rendered outline of the area covered by such preliminary plan drawn at a scale of not less than 1 inch equals 100 feet.	____	____	____
2. The plan must contain the following information:			
A. Scale	____	____	____
B. North Arrow	____	____	____
C. Original and Revised dates	____	____	____
D. Name and address of owner of record	____	____	____
E. Name and address of site plan designer	____	____	____
F. Current zoning of the property	____	____	____
G. All categories of proposed land use	____	____	____
3. The following information regarding contiguous property:			
A. Location of contiguous property	____	____	____
B. Zoning of contiguous property	____	____	____
C. Land use of contiguous property	____	____	____
4. The following site data provided in the lower right corner:			
A. Size of property in square feet or acres	____	____	____
B. Square footage and percent of site coverage with buildings	____	____	____
C. Square footage and percent of site coverage with pavement	____	____	____
D. Number of parking spaces to be provided	____	____	____
E. Number of parking spaces required by zoning ordinance	____	____	____
F. Number of proposed buildings/dwelling units/lots	____	____	____

SECTION 3: PLAN DATA REQUIREMENTS

1. A site location map.
2. Dimensions of the property.
3. A topographical survey of the area covered by such preliminary plan at two-foot contour intervals drawn at not less than one inch equals one hundred feet.
4. A detailed plan for the treatment of any proposed stormwater detention or retention facilities.
5. Existing or proposed public roads, streets, and alleys, including classifications, width of right-of-way and paved surfaces, and existing and proposed sidewalks.
6. Dimensioned building setbacks, and as applicable; areas for off-street parking, trucking maneuvering and service, and open space/recreational facilities.
7. A schematic of existing or proposed public utility systems, including the size of sanitary sewers, storm water lines, & streetlights. Existing vegetation and plantings.
9. Any other information required by the City, to clearly show the proposed site plan elements.

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan.	_____	_____	_____
B. A development schedule, indicating the approximate dates for construction of the Final Plan.	_____	_____	_____
C. Petitioners proposed covenants, restrictions, and conditions to be established as part of the Final Plan.	_____	_____	_____
D. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the Final Plan, including the specifics of the Ordinance.	_____	_____	_____

SECTION 2: GENERAL PLAN INFORMATION

1. Must be drawn to accurate engineering scale.			
2. Must contain the following information:			
A. Scale	_____	_____	_____
B. North Arrow	_____	_____	_____
C. Original and Revised dates	_____	_____	_____
D. Name and address of owner of record	_____	_____	_____
E. Name and address of site plan designer	_____	_____	_____
3. The following information regarding contiguous property:			
A. Location of contiguous property	_____	_____	_____
B. Zoning of contiguous property	_____	_____	_____
C. Land use of contiguous property	_____	_____	_____
4. Site data to be provided in lower right hand corner:			
A. Legal Description	_____	_____	_____
B. Size of property in square feet and acres	_____	_____	_____
C. Current Zoning	_____	_____	_____
D. Square footage & percent of site coverage with buildings	_____	_____	_____
E. Square footage & percent of site coverage with pavement	_____	_____	_____
F. Square footage & percent of site coverage with landscaping	_____	_____	_____
G. Number of parking spaces required by zoning ordinance	_____	_____	_____
H. Number of parking spaces to be provided	_____	_____	_____
I. Number of buildings	_____	_____	_____
J. Number of dwelling units	_____	_____	_____
K. Breakdown of dwelling unit bedroom types	_____	_____	_____
5. Landscape data to be provided in lower left hand corner:			
A. Number of plantings by type	_____	_____	_____
B. Size of plantings at installation	_____	_____	_____
C. On-center spacing for hedges (Should be 3 feet apart)	_____	_____	_____
D. Caliper size of all trees at installation	_____	_____	_____

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS, CONTINUED

SECTION 3: PLAN DATA REQUIREMENTS

1. Dimensions of property.
2. Existing and proposed public and private streets, right-of-ways, driveways, all principal and accessory buildings and their uses, dimensioned building setbacks, lot sizes, sidewalks, off-street parking, service areas, open spaces, and recreation facilities.
3. Preliminary architectural plans for all residential buildings, in sufficient detail to show basic building plan.
4. The existing and proposed vehicular and pedestrian circulation systems, indicating their inter-relationship and proposed treatments of points of conflict.
5. Existing and proposed utility systems, including sanitary sewers, water, electric, gas, telephone, and cable television lines, including their sizes.
6. Proposed public and private lighting systems.
7. Existing and proposed easements for utility services.
8. Proposed signage, indicating location and size.
9. Existing vegetation and plantings.
10. Proposed berming and fencing.
11. The location and size in acres or square feet of all areas to be conveyed, dedicated, or reserved as common open space, public parks, recreational areas, school sites, and similar semi-public uses.
12. Any other information necessary to clearly show the proposed site plan elements.

APPROVED BY
CITY COUNCIL
ON July 22, 2003

UNITED CITY OF YORKVILLE
PARK AND RECREATION DEPARTMENT

PARKS DEPARTMENT

PARK DEVELOPMENT STANDARDS

June 1, 2003

TABLE OF CONTENTS

1. DEFINITIONS 4

2. OPEN SPACE SYSTEM AND GUIDELINES 5

2.1. CATEGORIES OF OPEN SPACE 5

2.2. LAND / CASH DEDICATION ORDINANCES 7
2.2.1. Areas of NO Credit 7
2.2.2. Full or Partial Credit 8

2.3. PARK DEVELOPMENT TIMELINE and PROCEDURES 8

3. NEIGHBORHOOD PARK IMPROVEMENT STANDARDS 9

3.1. Park Design – Neighborhood park 9

3.2. Timing of Dedication and Acceptance 9

3.3. Utilities 10

3.4. Topsoil 10
3.4.1. General 10
3.4.2. Stockpiling 10

3.5. Grading / Filling 10
3.5.1. Slopes 10
3.5.2. Filling / Borrow 10
3.5.3. Environmental Precautions / Assessment 11

3.6. Detention / Retention Basins - Stormwater Management 11
3.6.1. General: 11
3.6.2. Retention Basins (Wet Ponds) 11
3.6.3. Detention Basins (Dry Ponds) 12
3.6.4. Inlet and grate design 15

3.7. Greenways /Wetlands / Floodplain areas 15

3.8. Conservation and Protected Areas 15

3.9. Turf Grass 15
3.9.1. Mulching 15

3.10. Existing Vegetation, new plantings, and landscaping 16
3.10.1. Existing Vegetation 16
3.10.2. New Landscape Material - Planting Standards 16

3.11. Pathways and Trails on Public Property 20

3.12. Playgrounds / Park Improvements 22

3.13. Maintenance Standards (By Developer) **23**
3.13.1. Escrows (Under Legal Consideration) 23
3.13.2. General 23
3.13.3. Turf 23
3.13.4. Plantings 24
3.13.5. Mesic and Wet mesic areas 24
3.13.6. Playground and Site Improvements 26

1. DEFINITIONS

1. Standard Specifications: (SSRBC) Whenever reference is made to the "Standard Specifications" it shall be understood to mean the latest issue of the "Standard Specifications for Road and Bridge Construction" and subsequent revisions of the "Supplemental Specifications and Recurring Special Provisions" of the Illinois Department of Transportation.

2. Developer: Refers to and means the individual, corporation, co-partnership or other person or organization who or which has desires to bring a new subdivision or planned unit development within the corporate limits of the United City of Yorkville.

3. Americans with Disabilities Act: Refers to the federally mandated Act passed in 1990, and / or State Accessibility guidelines (Section 504), whichever may be more stringent.

4. Buffers: Areas designed to reduce the sound or visual impact on the neighboring community or houses. Buffers can be made by planting of bushes or a mixture of vegetation.

5. Conservation Natural area identified as having rare plant or animal species, or areas identified within the Parks Open Space Master Plan. This area may include or be identified as a fen, watershed or have historic value needing preservation.

6. Detention (Dry Ponds): Areas designed to hold storm water runoff for a determinate amount of time (typically 48 hours), then drain to a dry condition.

7. Flood Plain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100 year frequency flood elevation. The floodplain is also known as the Special Flood Hazard Area (SFHA).

8. Private facilities and parks: Parks or facilities that are secluded from the general population; or owned and controlled by a person or group rather than the public or municipality.

9. Public Open Space: Any publicly owned open area, including but not limited to the following: parks, playgrounds, conservation, trails, greenways, etc.

10. Retention (Wet Ponds) : Areas designed to hold storm water and natural groundwater on a permanent basis. Retention areas are designed with normal and high water levels, and an overflow point for large storms.

11. Public Sidewalk That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.

12. Trail way Is a paved path or connecting paths or walkways with the intent to allow pedestrians or bikes to traverse across the City.

13. Wetlands As defined by the Illinois Department of Natural Resources and/or US Army Corps of Engineers.

2. OPEN SPACE SYSTEM AND GUIDELINES

The Northeast Illinois Planning Commission states that: "Open space provides more than recreational opportunities; it is land that society needs to conserve as natural, cultural, historic, and agricultural resources. One of the most common misconceptions regarding open space and recreation is that the two terms are synonymous. A strong relationship does exist between open space and outdoor recreation but, in most cases, recreation is something separate and distinct from open space."

Therefore, a park is open space, but open space is not necessarily a park.

2.1. CATEGORIES OF OPEN SPACE

The National Park and Recreation Association (NRPA) has developed six categories of open space that the United City of Yorkville has simplified into three recognized categories. They are:

A. **ENVIRONMENTAL CAPACITY** - protects natural and or cultural resources from development.

B. **SHAPING CAPACITY** - provides relief from extensive urbanization and promote the integration of neighborhoods. City, county, state, and federal planning agencies usually define this land as "land that shapes a community and is reflected in greenbelts, county forest preserves, state, and national parks." This category is also reflected in local ordinances stipulating density formulas and open space requirements for subdivisions.

C. **RECREATIONAL CAPACITY** - provides space for single or multiple, active and passive recreation activities

The United City of Yorkville has determined that acquisition and development of land meeting the recreational and environmental requirements of its residents is its role in the fabric of the community. These functions are subdivided into both local and regional classifications. The Kendall County Forest Preserve provides these functions to the regional area. The Parks Department's responsibilities pertain to the local classifications, which are:

A. RECREATIONAL CAPACITY - Local Classifications

1. **Mini-Parks** – The mini-park is used to serve isolated or limited recreational needs. Mini-parks are often tot lots, created to serve a resident population too distant from a community park, or in an area with high density populations. The mini-park is approximately 1 acre in size. Development is usually limited, requiring no parking or extensive site work. Examples of mini-parks in Yorkville are Purcell Park, and Cobb Park.

2. **Neighborhood Parks** - The neighborhood park is sized between 2 to 15 acres. Is intended as a supplement to or substitute for a play lot where population density, geographic barriers or distance preclude easy access. Examples of such facilities include play apparatus areas for pre-school and elementary children, hard surface areas for hopscotch, shuffleboard, tetherball, four-square and court games for basketball, volleyball, badminton, etc., and open play areas for softball, football, soccer, and winter sports. The concept of development emphasizes spontaneous rather than higher organized play. The playground should be easily accessible to pedestrian use.

   Neighborhood parks may be combined with school sites. Although any classification of park can be combined with a school, the age of users makes it preferable that neighborhood parks and elementary schools are the most desirable combination.

Examples of neighborhood parks in Yorkville are Sleezer Park, Town Square and Prairie Park.

3. **Athletic Parks** – These are more commonly associated with Junior High Schools, where the advantage of multiple athletic fields for public as well as school use comes to play. The facilities should represent the functional needs of each agency, with the intent of satisfying one or more of the following requirements: (1) to avoid duplication of land and facilities unless existing facilities are over utilized: (2) coordination of services, and (3) to diminish capital expenditures and needs of each agency. Development should be similar to the neighborhood park.

4. **Community Parks** - The community park is sized between 7 and 40 acres, and development is intended for people of all ages. It is preferred; that the park be centrally located and serve at least four neighborhoods. Amenities found in a neighborhood park are included, supplemented by large open spaces for athletic games and organized sports. Internal walk patterns are desirable to connect the various functions, as well as providing pedestrian and bicycle paths. Adequate off-street parking should be provided in accordance with functions constructed. It should be accessible by motorized and non-motorized traffic. The classification may also serve as a neighborhood park facility for the area in which it is located.

5. **Sports Complex** - The sports complex is sized between 16 – 75 acres. It is developed to meet the needs of specific users groups and local athletic associations - for practice, team, and tournament play. These sites have adequate parking and are located on good traffic routes. They may also be located to take advantage of bicycle and pedestrian trail systems. Fields should be as multipurpose as possible, so a wide variety of flexibility can be maintained. Due to the ambient noise, traffic, and lights, sports complexes are not recommended to be located in the center of residential areas – in fact, sports complexes should be the solution to the typical problems of using neighborhood parks for competitive athletics. It is best to allow for additional space when acquiring sports complex space, as needs and trends are subject to constant change. An example of a sports complex park is Beecher Park.

6. **Special Use Parks** - Special use parks are intended for single interest activities and are large enough to accommodate the demand, therefore size can vary from 1 to 50 acres. They may be separate from, or a part of all park classifications; or a previous classification type may be a part of a special use park. Examples are tennis centers, outdoor education centers, museums, conservatories, golf course, children's farm, sports complexes, skate parks, splash / spray parks, swimming pool / aquatic centers, etc. Since users are going to come from a distance, the site should be near major vehicular access routes and bike trails.

B. ENVIRONMENTAL CAPACITY - Local Classification

Natural Resource Park (Linear Greenways / Trail systems) - The Natural Resource Park (or area) is utilized as a buffer zone, watershed, or conservation area and affords a passive appearance with managed natural habitats and plant ecosystems. These areas can be used to protect fragile or rare ecosystems. Sizes range most often range between 20 to 99 acres. Smaller areas may prove useful in special situations. Often these areas require skilled management to maintain sustainability and preserve healthy biodiversity of plant life.

When utilized as a linear greenbelt and / or trail corridor, natural areas can serve as environmental bridges, supporting the movement of wildlife between other larger areas. When combined with public use areas, greenbelts are usually lined with

maintained turf areas, and development can include open play areas, pedestrian and bicycle paths, park benches, picnic and rest areas, and water oriented facilities. It is quite common to see detention / retention ponds included in these areas. In instances where this classification of park is flood prone, construction of permanent structures is discouraged. The public use infrastructure should remain supplementary to the functional classification of lands described.

Other functions of a natural resource park may include:

1. Conservation of local resources, such as streams, wetland habitats, and forests.

2. Preservation of environmental and / or historic resources in conjunction with local historic preservation agencies.

2.2. *LAND / CASH DEDICATION ORDINANCES*

The United City of Yorkville Land Dedication Ordinance requires 10 acres per 1,000 population be donated for parks as part of the subdivision / planned unit development approval process. The contribution of land / cash is in accordance with the City Land/Cash Ordinance. It is for these stipulated acres that the following standards have been developed. These standards will also act as guidelines for land donated to satisfy other functions of open space.

"The ultimate population density to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for park and recreation sites. The acreage of land dedication requirement shall be determined by obtaining the total population of the development times 10 acres per 1,000 population. Total population is determined by applying the estimated ultimate population per dwelling unit table to the number of respective units in the development. Each single family home will be calculated to have four bedrooms; Duplex unit will be calculated as 50% two bedroom units and 50% three bedroom units; Town home and apartments will be calculated with two bedrooms".

When available land is inappropriate for park, or recreational use, the City shall require a cash contribution in lieu of the land dedication. This is based on the land cash calculation and the value per acre of the land based on the "Fair market value".

In cases approved by the Park and Recreation Board, the contribution of Land Cash can be a mixture of 50% land 50% cash, or other agreed upon contribution mixes.

A developer may donate the land and cash for park development upfront to have the construction of the park expedited. Otherwise, a 50% build-out standard for the subdivision may be set in place for park development.

2.2.1. Areas of NO Credit

1. No credit for exclusively private facilities & parks.
2. No credit for retention or detention areas, measured at the top of the bank.
3. No credit for lands located within the 100 year floodplain.

2.2.2. Full or Partial Credit

Credit may be received for active wet areas (lakes, rivers, creeks) historical areas, conservation area or other areas, that are identified to have recreational or conservation value. This will be considered on a case-by-case basis. Studies may be required to verify historical and/or conservation areas.

Credit will be given for trail ways that are identified as infrastructure or connecting trails to a regional trailway system. Partial credit may be given for undeveloped trailways.

Full credit may be given to land donations that are usable and or classified as developable for use for the general public.

2.3. *PARK DEVELOPMENT TIMELINE and PROCEDURES*

The Park and Recreation Board and staff will plan the development of the park and/open land site with the following **guidelines** whenever possible.

1. Based on the established land cash ordinance a developer will make a donation of park land to the United City of Yorkville Park and Recreation Department for future use and development.

2. The Park and Recreation Board and staff will project park utilization and design in conjunction with the Parks Open Space Master plans established needs and determine priority and fiscal needs.

3. Annually the staff will recommend budget projections for park development based on available fiscal resources

4. A concept plan will be developed by the park planner or United City of Yorkville Staff indicating park design and preliminary cost projections.

5. Whenever possible, a public meeting inviting residents for the surrounding subdivision and area to the location site for input.

6. A finalize concept plan and cost projections will be developed and submitted to the Park Board for approval and recommendations to the City Council for development.

7. Timeline is established for project management.

8. Project / Park plan completed.

* There may be occasions when a developer provides development support in advance to a subdivision being built which may require these procedures to be adjusted or altered.

3. NEIGHBORHOOD PARK IMPROVEMENT STANDARDS

3.1. Park Design – Neighborhood park

The following criteria are considered desirable traits for a park to be acceptable to the United City of Yorkville:

1. Size: Park sizes shall range between 2 to 15 acres; meet the requirements of the Park Master Plan, and the approval of the Park Board.
2. Location: Located close to the geographic center of the population served, or as approved by the Park Board.
3. Combined with an elementary school when possible.
4. Service Area: Approximately within ½ mile of pedestrian barrier-free walking distance to the site from the residential area it serves. A pedestrian barrier is defined as:
    - Any street presently classified or planned by the United City of Yorkville, Kendall County, or State of Illinois a major arterial street or highway;
    - Any street with speed limits over 30 miles per hour;
    - Collector streets with an average daily traffic count exceeding 3500 cars, and stop signs or stop lights further apart than ½ mile;
    - Railroad tracks;
    - Natural barriers;
    - Land use barriers
5. Dimensions: Parks shall have a minimum dimension of 450 feet on all sides.
6. Street Frontage: Street frontage shall be the full length of the park on two of its sides. Said streets shall be local or collector streets within the neighborhood. Additional access ways provided shall be a minimum of forty feet in width. Where a school site is adjacent to a park site the school site can be considered as one of the two required street frontages.

    Reasons for street frontage include:
    - Enhanced security and visibility
    - On-street parking availability
    - Encourages users to access the park through trail or sidewalk connections
    - Encourages neighborhood to take ownership and responsibility for their park.
7. Adjoining Developments: Whenever possible, the dedicated parcel shall be combined with dedications from adjoining developments.

3.2. Timing of Dedication and Acceptance

1. The Parks Department encourages, whenever possible, that at the time rough grading and placement of topsoil is completed on the first residential structure of a particular unit development, the park site(s) shall also be completed, ready for grading and/ or sodding. All requirements stated herein for acceptance of the site shall be completed to the satisfaction of the Parks Department. In cases of more than one park site, or linear parkways, the developer shall determine a schedule of completion with the approval of the City. The Parks Department will verify that all requirements have been met and the site is ready for turf. Final acceptance of the site is determinate on the condition of the turf as stated herein these requirements Section 3.9.

2. Boundaries: The developer shall be required to install permanent metal boundary markers at each corner of the park site. Markers shall be of typical federal style aluminum marker 4" in diameter that can be placed on top of a re-bar.

3. The Parks Department has the option to require conveyance of areas designated to be maintained in a natural state prior to commencement of any site work. A separate site-specific plat of conveyance shall be prepared and submitted prior to issuance of any permits. The developer is responsible for securing all areas to be conveyed in a natural state with temporary fencing from the time the areas are platted to conveyance of the remainder of the site.

4. Environmental Assessment: For all lands to be dedicated to the City, the developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

3.3. Utilities

Unless otherwise authorized by the Parks Department, each park site shall be fully improved with water, sanitary sewer, storm sewer, and electric service. At the time of installation of public improvements in the subdivision or planned unit development, the developer shall install the above-mentioned utilities for the park site in accordance with the city approved engineering plans. If the park site also functions as a storm water control facility, then the drainage structures and erosion protection shall be installed during rough grading.

The site shall be free of all private gardens, woodpiles, swing sets, sump pump discharge pipes, and other items that give the impression that a portion of the site is part of the adjacent property. No sump pumps shall discharge directly onto the site. They may be connected to a catch basin on the site if approved by local authorities and the United City of Yorkville.

3.4. Topsoil

3.4.1. General

Topsoil shall be spread in all lawn areas to a minimum compacted depth of six (6") inches. Topsoil shall be friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth. It shall be of uniform color and texture. Topsoil shall be free from large roots, sticks, weeds, brush, subsoil, clay lumps, stones larger than one (1") inch in diameter, and other litter and extraneous matter undesirable to plant growth.

3.4.2. Stockpiling

Contractor shall not stockpile any topsoil or other soil materials on the park site without written authorization from the Parks Department.

3.5. Grading / Filling

3.5.1. Slopes

All lawn areas shall maintain a minimum slope of 2.0%, or 2 feet in 100 feet, and a maximum slope of 4%, or 4 feet in 100 feet. The developer shall submit grading plans to the Parks Department for approval prior to beginning construction.

3.5.2. Filling / Borrow

There shall be absolutely no burying permitted of site debris, construction debris or rubbish, or any other extraneous matter on the park site(s). Areas to receive approved fill shall receive clean fill,

free of large boulders, concrete, or other debris. **The park site may not be used as a borrow pit.**

3.5.3. Environmental Precautions / Assessment

For all lands to be dedicated to the City, the Developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

At all times during construction, the Developer shall take appropriate precautions and prevent the discharge and / or dumping of hazardous wastes, liquid or solid, from his or other's operations on any sites within the development, including those to be dedicated to the City. Police and local Fire Departments shall be notified of any temporary storage of hazardous materials during construction.

3.6. *Detention / Retention Basins - Stormwater Management*

3.6.1. General:

1. It is not the practice or desire of the Parks Department to accept retention / detention facilities as part of a neighborhood park. Special consideration may be given for acceptance of detention / retention ponds if they are adjacent to other park areas and meet usability criteria at the discretion of the Board. This may include, but not be limited to, safe access, fishing, incorporated trail systems, overlooks, or natural habitats. At no time shall the Parks Department accept said basins alone or for stormwater management purposes alone.

2. Should detention or retention ponds be part of the local donation, they shall meet the following requirements.

    a. Construction shall be in accordance with engineering drawings approved by the City and shall meet all applicable Parks Department standards.
    b. Changes to the plans including, but not limited to, percent of slope, grading, depth of top soil, location of structures or any other improvements shall not be implemented unless first approved in writing by the Parks Department.
    c. Comply with state statute regarding distance from ROW's.

3.6.2. Retention Basins (Wet Ponds)

1. Design Standard – Retention ponds shall be designed to facilitate a low degree of maintenance and reduce potential hazards for users and maintenance staff.

2. Shape – Pond configuration shall be natural in appearance featuring varying slopes running down to the shoreline. Shoreline shall undulate at varying degrees around the pond perimeter. Provisions in the plans for configuration of a pond shall allow for access for dredging, grate maintenance, and accommodation of maintenance considerations. The Parks Department and developer shall jointly determine final shoreline configuration.

3. Size – the ponds shall be no smaller than two (2) acres.

4. Depth – These areas are designed to a minimum depth below normal water levels of 6 feet. If fish are to be maintained, 25% of the pond shall be a minimum depth of 12 feet. These areas must have a safety shelf 5' - 10' feet in width at a depth of 2 feet below the normal water elevation. The slope to the bottom of the pond beyond the safety shelf shall be 2:1 and the slope up from the safety shelf to the normal water level shall be a maximum of 3:1. (Subdivision control ordinance 2000-2, dated 3-9-00)

5. Bank Stabilization – Protection against erosion and water level fluctuations is required. Stabilization shall be provided through one of the following means:

   a) Complete establishment of perennial ground cover, water tolerant grasses, or natural vegetation to the approval of the City;
   b) Construction of retaining walls; or
   c) Use of rip-rap underlain by gravel and filter fabric.

   The use of rip-rap and retaining walls as a sole means of shoreline protection will not be permitted.

6. Sedimentation – . All storm water inlet points must have calculated desilting basins below the required 6 feet depth. Desilting basin volume shall be 500 ft^3 / acre of tributary impervious area. Developer shall provide engineering plans, estimating probable quantities of sediment from the watershed at five-year intervals for a 25 year period. The Developer shall construct sediment basins to handle the aforementioned sediment. A cleaning/dredging plan shall also be included. The City shall approve all engineering and installation. Existing Public Ordinances and annexation agreements shall regulate all additional storm water design considerations and management.

7. Aquatic Plantings – Shoreline areas selected for the planting of aquatic and emerging aquatic vegetation, slope requirements shall be appropriate to ensure healthy growth and development of the specified vegetation type.

8. Shoreline Slopes (Above Water) – An area six feet wide and around the perimeter of the pond shall slope towards the pond at the rate of 2 to 5%. No slope beyond the six-foot strip shall exceed a 5:1 slope (20%).

9. Buffers – In areas where a pedestrian / bicycle trail occurs between the property line and a pond, there shall be a minimum 50' wide buffer between the property line and the high-water level line. The 50' wide buffer will be broken down into a minimum 20' wide area between property line and outside edge of the path, and a minimum 12' wide area between the inside edge of path and the high-water level line.

   In areas where there are no paths between the property line and a pond, there shall be a minimum 30' wide buffer between the property line and the high-water level line.

10. Aeration – Developers shall incorporate aeration systems into all retention basins that do not incorporate a constant flow of water. The City shall approve all engineering and installation.

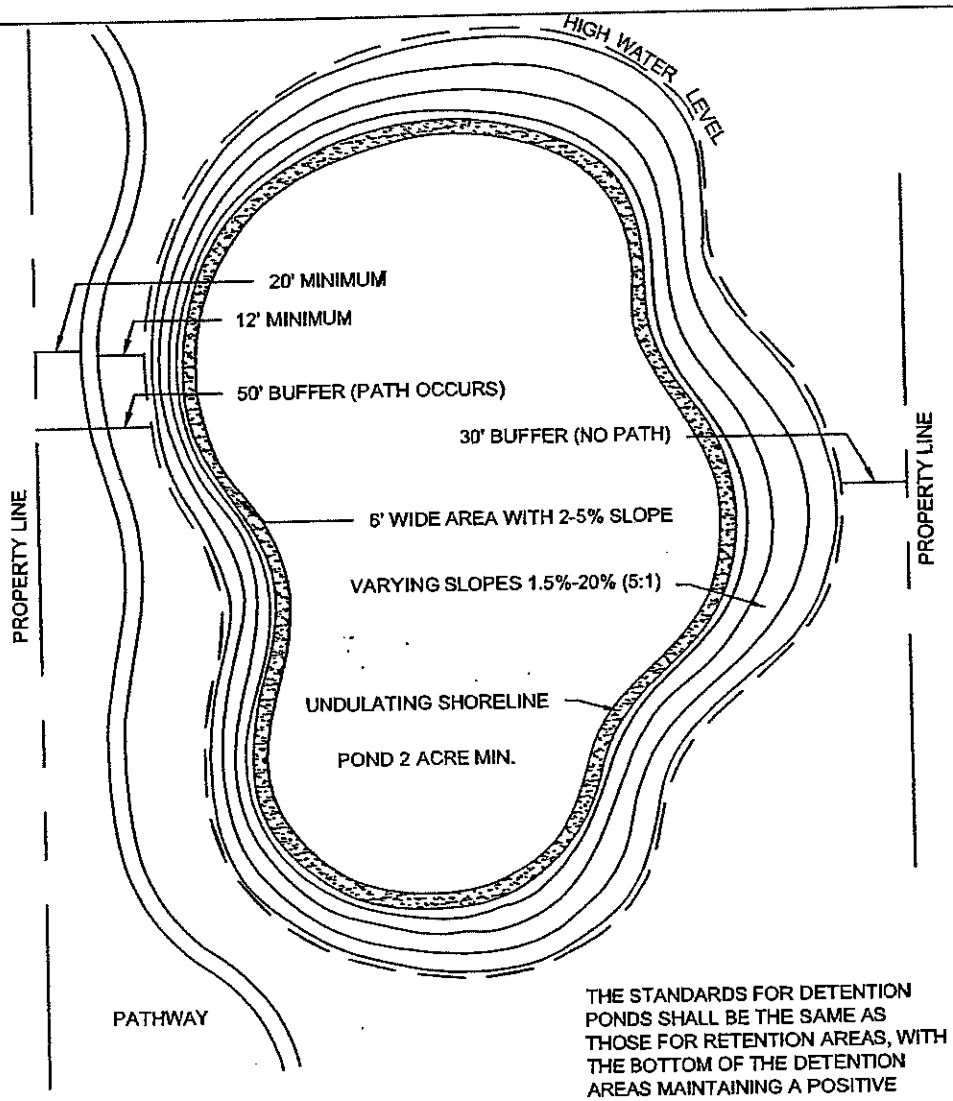
    Developers are encouraged to incorporate aeration in all other retention basins to improve water quality and provide desirable aesthetics.

3.6.3. Detention Basins (Dry Ponds)

1. Requirements for detention basins shall satisfy design criteria as set forth in the Grading Section of these Standards. The major consideration is the dual use of detention and recreation. In order to facilitate review of park areas, the proposed outline of the detention at the one-year, 10-year, and 100-year high water line shall be illustrated on the preliminary plan or the P.U.D. plat.

2. Buffers – The buffers shall be the same as those mentioned under Retention Basins (Ponds) above.

3. Design - These areas are designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The pond bottom slope shall be a minimum of 2% except that a 0% slope will be allowed directly over the underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. 2 foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. .



THE STANDARDS FOR DETENTION PONDS SHALL BE THE SAME AS THOSE FOR RETENTION AREAS, WITH THE BOTTOM OF THE DETENTION AREAS MAINTAINING A POSITIVE SLOPE OF 2% MINIMUM.

RETENTION/DETENTION PONDS

N.T.S.

3.6.4. Inlet and grate design

1. All grates for drainage inlets shall be bicycle safe and accessible per the ADA when placed in walkways or drives.

2. All trash covers for storm inlets shall have a maximum opening of 3.5" square to prevent head entrapment. All grates on drain culverts and pipe inlets and outlets shall be bolted in place.

3.7. Greenways /Wetlands / Floodplain areas

For areas of natural habitat re-establishment or enhancement, the Developer shall submit complete installation and maintenance plans to the City prior to acceptance of the development plat.

3.8. Conservation and Protected Areas

For areas to be dedicated, an environmental study including a topographic map shall be completed by the developer identifying the endangered and protected areas, summary of floristic quality, wetland, and floodplain maps and inventory of wildlife, vegetation, and habitats. Watershed areas shall be identified with recommendations for management. All studies shall be completed prior to the land dedication. Developer shall comply with Wetland Ordinance.

3.9. Turf Grass

Developers shall install turf grass in agreement with the Parks Department. This work shall occur after the placement of all topsoil, fine grading, and installation of sidewalks, pathways, and plant material.

All park access points of 100 ft. width or less shall be sodded. Sodding procedures shall be in compliance with all Parks Department regulations regarding sodding and watering practices.

The seed shall be a premixed Bluegrass / Ryegrass mixture approved by the Parks Department. The mixture shall be by weight a 70% mixture of 3 Kentucky Bluegrasses (equal percentages) and a 30% mixture of 3 perennial Ryegrasses (equal percentages). The mixture shall be sown at the rate of 220 lbs. per acre. All seed shall be certified 98% purity and 80% germination. Prior to seeding, all lawn areas shall be fertilized with an approved starter fertilizer at an approved rate. The fertilizer shall be cultivated into the top three inches of the topsoil.

The seeding season in the spring shall be April 1 to May 15. The fall season shall be August 15 – October 1.

The developer shall reseed all areas that do not germinate and repair all eroded areas and reseed them until 90% germination has taken place. All other aspects of maintenance will be done by the Parks Department.

3.9.1. Mulching

The seeded areas shall be mulched as follows:

1. Seeding areas designated to receive erosion control blanket shall be covered with biodegradable seed blanket as specified. All seeded areas of slopes steeper than 4:1, the bottom of swales and around drainage structures, should be mulched with erosion control blanket the same day as seeded.

a. The blanket shall be laid out flat, evenly and smoothly, without stretching the material. The blankets shall be placed to that the netting is on the top and the fibers are in contact with the soil.

b. For placement in ditches, the blankets shall be applied in the direction of the flow of the water and butted snugly against each other. The blankets shall be stapled in place, using 4 staples across the upstream end at the start of each roll and placing staples on 4 foot centers along each side. A common row of staples shall be used along seams of adjoining blankets. All seams shall overlay at least 2 inches.

c. On slopes, the blankets shall be applied either horizontally or vertically to the contour and stapled in place similar to ditch applications except that the staple space interval shall be 6 feet.

2. Seeding areas incorporating an annual temporary mix do not require mulching.

3. Turfgrass seeding areas shall be mulched in accordance with the 'Standard Specifications'. Contractor is responsible for obtaining all water for the work.

4. All seeded areas less than 4:1 slope should be mulched within twenty-four (24) hours of seeding using straw with tackifier or hydraulic mulch.

   Straw – Rate: 2 tons (4000 lbs.) per acre
   Mulch binder for straw – 40 lbs. per acre
   Hydraulic mulch – 2000 lbs. mulch : minimum 2000 gal. water per acre

3.10. Existing Vegetation, new plantings, and landscaping

3.10.1. Existing Vegetation

Existing vegetation including, but not limited to, trees, shrubs, grasses, and wildflowers shall be protected during the construction process if determined by the Parks Department to be preserved. Development plans shall include methods of protecting such vegetation during the developer's construction process.

3.10.2. New Landscape Material - Planting Standards

3.10.2.1. Minimum Size/Quality

All landscape material shall meet the standards of the American Nurseryman's Association.

Trees planted in parks shall be a minimum size of:

SHADE ..... 2.5 inch caliper BB
INTERMEDIATE ..... 1.5 inch caliper BB
EVERGREEN ..... 6 foot high BB

All landscape material shall be subject to Parks Department inspection at the source of origin.

3.10.2.2. Planting Season

Regardless of calendar date, trees must be dormant at the time they arrive at the site of .the work or storage site. If trees are dug in-season, they must be properly watered and sheltered until the time of planting.

Spring Planting: This work shall be performed from the time the soil can be worked until the plan, under field conditions, is not dormant except that Evergreen planting shall terminate on June 1.

Fall Planting: This work shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked except that evergreen planting shall be performed between September 1 and November 1.

3.10.2.3. Excavation of Plant Holes

The sides of all plant holes shall be angled at approximately 45 degrees. All plant holes shall be dug in such a manner that the inside surfaces of the hole shall be in a loose friable condition prior to planting. Glazed or compacted sides will not be permitted. The equipment used to dig the plant holes must be approved by the Parks Department.

Plant holes shall be twice the diameter of the root ball. The root ball shall set on compacted, undisturbed earth.

On slopes, the depth of excavation will be measured at the center of the hole.

3.10.2.4. Planting Procedures

Backfill may be excavated topsoil. The backfill shall, at the time of planting, be in a loose, friable condition.

All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Backfill shall be placed around the root system. Tamping or watering shall accompany the backfilling operation to eliminate air pockets. Set the base of the tree trunk two inches above the surrounding soil.

A thorough watering of trees, with a method approved by the Parks Department shall follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles, as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.

Balled and Burlapped / Basketed Plants: After the plant is placed in the hole, all cords and burlap, or the complete basket, shall be cut away from the top one half of the balls.

A circular water saucer shall be constructed around each individual plant to the satisfaction of the Parks Department.

3.10.2.5. Mulching / Wrapping

Immediately after watering, plants shall be mulched. A layer of wood chips shall be used to cover the circular water saucer to a depth of four (4) inches when settled.

All mulching shall be kept in a minimum of 6" from the trunk of all trees and shrubs.

Immediately after planting, trunks of all deciduous trees shall be wrapped spirally from the ground to the lowest major branch (after pruning) overlapping the wrap at least one third (1/3) of its width. Trees shall not remain wrapped during the summer months.

3.10.2.6. Pruning Procedures

Qualified personnel, experienced in horticultural practices and operations, shall perform all pruning. The method and location of pruning and the percentage of growth to be removed shall meet the approval of the Parks Department. All pruning shall be done with sharp tools in accordance with the best horticultural practices.

The ends of all broken and damaged roots of ¼ inch or larger shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, and improper cuts of former pruning shall be removed.

Pruning shall consist of thinning the twigs or branches as dictated by the habit of growth and the various types of the trees to be pruned, and as directed by the Parks Department. The leader and terminal buds shall not be cut unless directed by the owner.

Evergreens: Evergreens shall not be pruned except to remove broken branches.

3.11. Pathways and Trails on Public Property

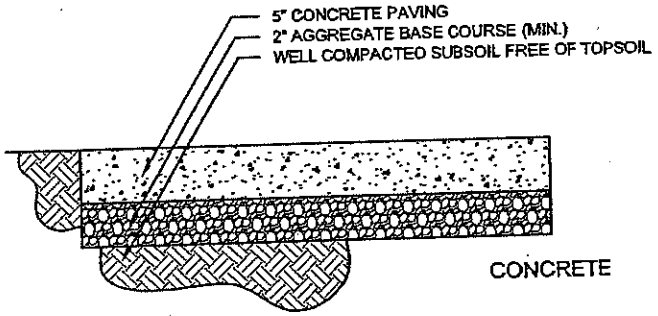
Where pathways are required, they shall be constructed of concrete, bituminous asphalt, or limestone screenings to the satisfaction of the Parks Department. The concrete pathways shall consist of a 5" thick layer of concrete resting upon a 2" thick (min.) aggregate base course. The bituminous asphalt pathways shall consist of a minimum 8" thick aggregate base course, and 2" thick bituminous surface course. The limestone screenings pathways shall consist of a minimum 6" thick aggregate base course and a 2" thick limestone screenings surface course. Other requirements and improvements may be required based on the location and needs of the site.

The minimum widths of pathways shall be as follows:

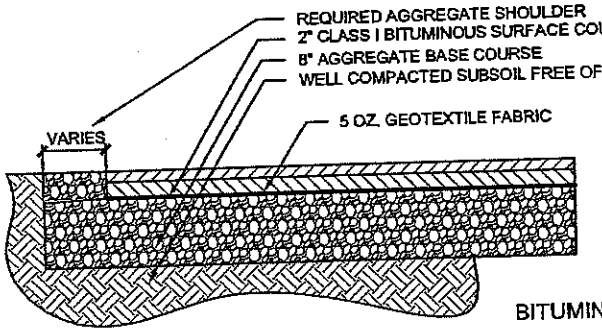
- Pedestrian..... 5' (concrete)
  ..... 6' (bituminous asphalt or limestone screenings)
- Normal Traffic Pedestrian and Bicycle ... 8' (bituminous asphalt or limestone screenings)
- High Traffic Pedestrian and Bicycle..... 10' (bituminous asphalt)

The 8' and 10' pathways shall have minimum radii on turns and curves that will support a pickup truck without leaving the pavement. All trails expected to receive federal funding must be designed to AASHTO standards. The 8' wide and 10' wide paved pathways shall have 12" wide aggregate shoulders. A minimum of 2 feet wide level graded shoulder with grass is required on each side for clearance.

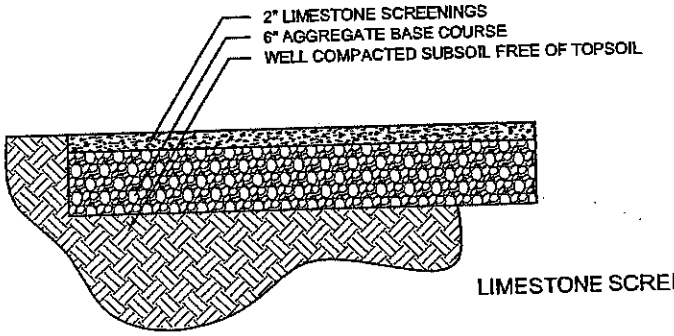
To meet accessibility standards, pathways may not have longitudinal slopes greater than 5% or cross slopes greater than 2% unless there is a secondary access route that provides access to the area or facility. A grade of 5% should not be longer than 800 feet.



CONCRETE



BITUMINOUS ASPHALT



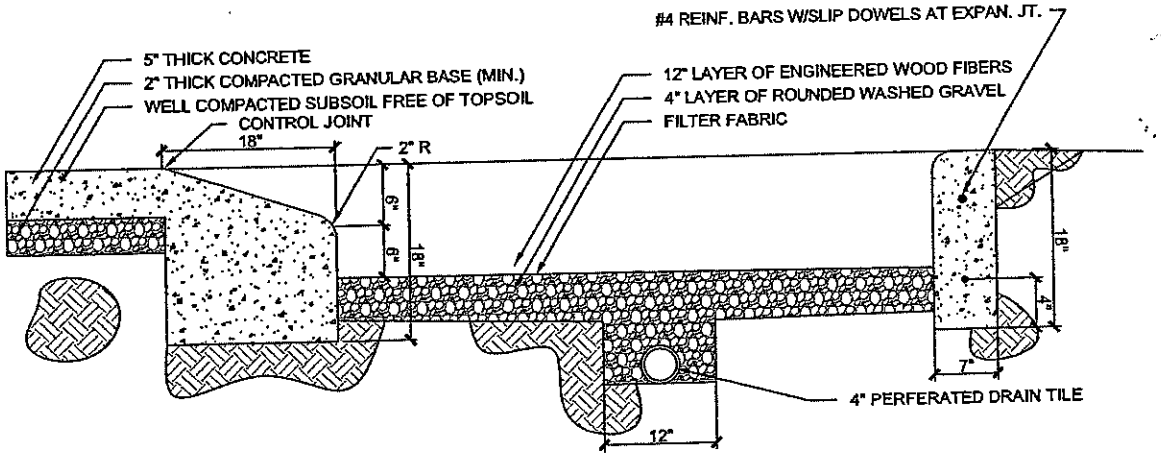
LIMESTONE SCREENING

SIDEWALK / TRAIL SECTIONS

N.T.S.

3.12. *Playgrounds / Park Improvements*

1. Should the Developer desire to install a playground or other park improvements on behalf of the City with the City's approval, the City shall approve all plans and construction methods to be used, including, but not limited to, equipment, materials, grading, and drainage.
2. Playgrounds shall be designed with accessible curbing, concrete retaining curb, and surfacing as shown on the following detail.



PLAYGROUND DETAILS

N.T.S.

3.13. *Maintenance Standards (By Developer)*

The developer shall maintain the park site until all improvements and requirements specified in this document are completed, turf is fully established, and the United City of Yorkville formally accepts the site. Maintenance of the park site shall include the following until the conveyance process is fully complete.

3.13.1. Escrows (Under Legal Consideration)

The Parks Department, in no circumstance, shall be responsible for the maintenance and repair of storm drainage structures, pipe, other appurtenances, or shoreline degradation. These responsibilities shall be left to the developer, or homeowners association. See the following suggested language:

1. *In order to assist the future Homeowner's Association with maintaining the on-stream storm water detention system, the Developer shall establish and fund a cash reserve for said work in the amount of $_____prior to conveying said system to the Association and / or Parks Department.*

2. *Owners and Developers agree to the Municipality enacting a dormant Special Service Area (SSA) to act as a back up in the event that the Homeowner's Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features, and entrance signage within the Subject Property.*

3. *In other cases, the Developer shall escrow an amount equal to one year of projected maintenance costs. This amount shall be agreed upon by the City. Escrows shall automatically renew each year until the park site(s) are accepted by the City.*

3.13.2. General

1. All rubbish and debris including, but not limited to, old tires, construction material, fencing, tree houses, trash, and other material not desired by the Parks Department, shall be removed from the site prior to conveyance.
2. Until such time as the United City of Yorkville has accepted the park site, the City shall not be held liable for any damages that may occur on such a park site, and shall be held free and harmless from any and all claims that may be submitted. Upon formal acceptance of the park site improvements by the Parks Department, the Parks Department will assume maintenance of the park site.
3. All storm water structures shall include proper grates and covers to protect the public and shall be maintained free of debris to ensure unrestricted flow of storm water runoff.

3.13.3. Turf

1. Turf shall be mowed at regular intervals and shall not exceed 4.5 inches in height.

2. Areas of erosion, including but not limited to swales, slopes and around storm structures shall be repaired/restored in accordance with grading and seeding requirements. All areas within 10 feet of on-site structures shall be sodded rather than seeded for erosion control purposes. Full establishment of turf is required before acceptance.

3. In cases where existing trees and shrubbery are present on the site, deadwood and undesirable trees or thinning of dense growth shall be removed prior to conveyance. This may include branches or entire trees and shrubs. All stumps shall be ground to 12 inches below grade, backfilled and restored in accordance with grading and seeding requirements.

4. Fully established turf is defined as ninety percent (90%) free of weeds and bare spots, vigorously growing, and containing a well established root system with multiple blades per plant.

3.13.4. Plantings

1. Maintenance shall begin immediately after the planting is completed and shall continue until final inspection and acceptance. Maintenance of new plantings shall consist of weeding, watering, mulching, spraying, resetting plants to proper grades or upright position, repair of water saucers or other work that is necessary to maintain the health and satisfactory appearance of the plantings.

2. Watering: Additional watering, up to 50 gallons per tree, shall be performed at least once within every thirty (30) days during the months of May through October. The schedule for watering within the thirty (30) day increment will be determined by the Parks Department. Should excessive moisture conditions prevail, the owner may delete any or all of the additional watering cycles or any part of said cycles. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of supplemental watering.

3. Weeding: Weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the periphery of the mulched plant beds. This weeding shall be performed at least once during the months of May through October. The Parks Department will determine the weeding schedule. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

4. The contractor shall guarantee all plant material for a period of one (1) year from the date the plants are accepted by the Park Board.

5. All plant material, which dies within thirty (30) days after being planted, shall be replaced immediately and be considered as part of the original planting and subject to the guarantee period of one (1) year. Should the plant not be installed until a later date, the guarantee period shall take effect from the date of planting.

3.13.5. Mesic and Wet mesic areas

After the initial mesic/wet-mesic seeding work is completed and all initial work has been completed satisfactorily according to the specifications, the following establishment and maintenance work shall be performed by the Contractor for a period of (3) years as outlined below:

Maintenance, including watering, mowing, herbicide application and burning will be required to assist the mesic/wet-mesic vegetation in growth and reduce the competition of weeds until all mesic/wet-mesic seeding has established and matured and been accepted by the owner.

a. First Year

1. Weed Control

a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed because of overspray and the drifting down of herbicide killing the mesic/wet-mesic species below the weeds.)

b. When the mesic/wet-mesic vegetation reaches the height of twelve (12") inches, the Contractor shall mow it to a height of six (6") inches. No more than two mowings per season is necessary. (Mowing the site helps to control weeds and allows mesic/wet-mesic plants to compete.

2. Species Enrichment

a. Overseed thin, bare, or weedy areas with the appropriate seed mix per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

b. Second Year

1. Controlled Burn

a. Prepare and obtain a controlled burn permit from the IEPA in January.

b. Conduct controlled burn in early spring. (Burning is necessary to reduce the non-native weeds while promoting the desired mesic/wet-mesic species.) Weather conditions may necessitate schedule changes. Such changes shall require owner approval.

c. Review site and mow areas that did not burn.

2. Species Enrichment

a. Overseed thin, bare, or weedy areas per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)

a. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

e. Third Year

1. Controlled Burn

a. Prepare and obtain a controlled burn permit from the IEPA in January.

b. Conduct controlled burn in early spring. Weather conditions may necessitate schedule changes. Such changes shall require owner approval.

c. Review site and mow areas that did not burn.

2. Species Enrichment

a. Overseed thin, bare or weedy areas per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)

b. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

3.13.6. Playground and Site Improvements

Until acceptance by the Park Board, the Developer shall maintain any park improvements in a safe and clean condition, including inspections for dangerous objects, vandalism, and wear and tear.

APPENDICES

Yorkville Land Donation Ordinance

EXHIBIT "O"

APPLICABLE BUILDING CODES

[ON FILE WITH THE CITY]

EXHIBIT P

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT #115

"Positive Attitudes Create Success"

Administrative Service Center
602 Center Parkway, Suites A&B
P.O. Box 579
Yorkville, Illinois 60560
tengler@yorkville.k12.il.us

Dr. Thomas D. Engler
Superintendent

Ph. 630-553-4382
Fax. 630-553-4398

July 16, 2003

Anna B. Kurtzman, AICP
Development Coordinator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Land/Cash Reply to Developments

Dear Ms. Kurtzman

Please be informed, in reference to the following developments, District #115 has determined it would be beneficial to take a combination of land and cash, specifically, 15 acres of land for a school site in each developments and the remainder of the acreage owed in cash as so designated under the current land/cash formula:

Fisher Annexation (Kimball Homes): School Donation required=26.950 acres – requested=15 acres for a school site and the remaining 11.9 acres in cash at today's dollars of $58,000 per acre.

Westbury (Ocean Atlantic): School Donation required = 26.162 acres – requested = 15 acres for a school sited and the remaining 11.162 acres in cash at today's dollars of $58,000 per acre.

Sincerely,

Dr. Thomas D. Engler
Superintendent of Schools

"It is the mission of the Yorkville Community Unit School District #115 to prepare each student to be a productive citizen in the world that he/she will shape by providing an education that challenges each individual, utilizing the resources of an interactive, responsible community."

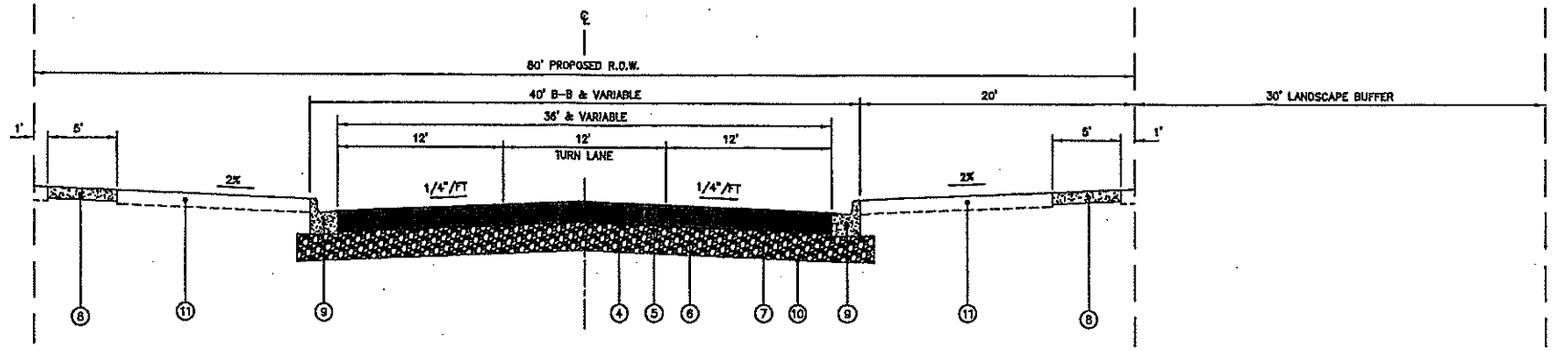
EXHIBIT "R"

FORM OF RECAPTURE AGREEMENT

[ON FILE WITH THE CITY]

CORNEILS ROAD

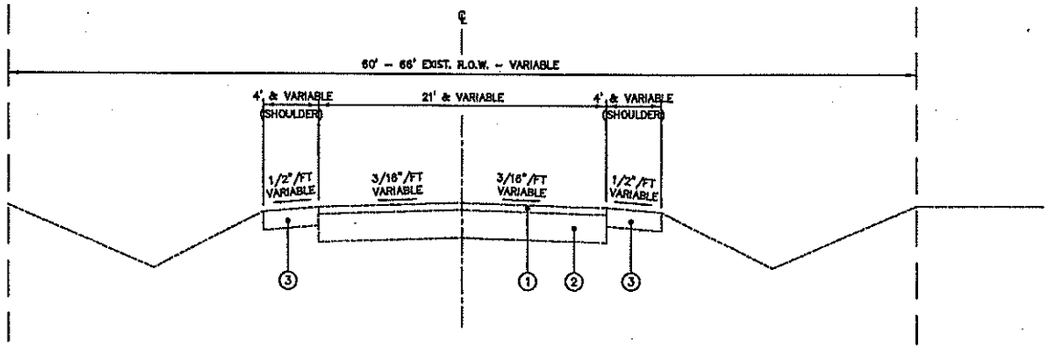
LOOKING WEST



PROPOSED TYPICAL PAVEMENT CROSS SECTION

WESTBURY VILLAGE

URBAN – FULL RECONSTRUCTION
N.T.S.



EXISTING TYPICAL PAVEMENT CROSS SECTION

N.T.S.

LEGEND

1. EXISTING BITUMINOUS CONCRETE SURFACE
2. EXISTING BASE MATERIAL
3. EXISTING AGGREGATE SHOULDER
4. BITUMINOUS CONCRETE SURFACE COURSE SUPERPAVE MIX "D", N70, 1 1/2"
5. BITUMINOUS MATERIALS (PRIME COAT)
6. BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N70, 7 1/2"
7. SUB-BASE GRANULAR MATERIAL, TYPE B 12" (CA-6, CRUSHED)
8. P.C.C. SIDEWALK, 5"
9. COMBINATION CONCRETE CURB & GUTTER, B-6.18
10. AMOCO 4551 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
11. TOPSOIL, SEEDING CLASS 2A AND EROSION CONTROL BLANKET

COPYRIGHT © 2003 ENGINEERING ENTERPRISES, INC.

Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554 630/466-9350

UNITED CITY OF YORKVILLE
Kendall County, Illinois

NO.	DATE	REVISIONS

WESTBURY VILLAGE – CORNEILS ROAD
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

TYPICAL URBAN CROSS SECTION
FULL RECONSTRUCTION
3-LANE WITH STRIPED MEDIAN

DATE	SEPTEMBER 2004
PROJ. NO.	Y00202
FILE NO.	Y0020201

Exhibit Q

Exhibit S

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2002- 04
RESOLUTION APPROVING SPECIAL TAX BOND POLICY

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City if desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	A
LARRY KOT	Y	MARTY MUNNS	A
ROSE SPEARS	Y	RICHARD STICKA	A

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 7th day of March, A.D. 20__.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of May, A.D. 2008.

Attest: _____
CITY CLERK

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

APPROVED BY
CITY COUNCIL
ON 3/27/02

United City of Yorkville

SPECIAL TAX BOND POLICY

General Statement:

In order to provide more comprehensive public infrastructure for projects undertaken in the City and to help projects meet or exceed the desired standards and guidelines of Yorkville, it is the desire of the City to consider issuing Special Tax Bonds as a municipal financing instrument. The Special Tax Bonds shall be issued as either Special Service Area Bonds (35 ILCS 200/27-5) or Special Assessment Bonds (65 ILCS 5/9-1-1) (the "Bonds"). Such Bonds shall finance public infrastructure for defined areas where the burden of the tax or assessment is limited to that specific area. The City will not be liable or responsible for, nor will it pledge any general obligation or other City revenue for, the repayment of such Special Tax Bonds. The Bonds shall be repaid only from a tax or assessment on the benefited property. No other taxpayers are obligated to pay this special tax.

Eligible Infrastructure Costs:

The City will consider the issuance of Special Tax Bonds for the following public costs associated with a proposed project:

- Water mains, laterals and qualified water storage and production facilities
- Sewer interceptors, mains & laterals
- Sewer treatment facilities
- Roads including signaling
- Right of way landscaping & curbs
- Engineering and related professional fees
- Walking paths & sidewalks
- Park improvements
- Offsite land acquisition cost for storm water & detention improvements including regional or multi-party storm water management use
- Certain connection fees
- Certain mass grading costs
- Certain pro-rata costs for police, fire and/or public works facilities related to the project

APPROVED BY
CITY COUNCIL
ON 3/27/07

All such costs shall pay for public improvements that are either owned by the public or are the subject to permanent public easements. All such costs shall be reviewed and approved by the City and its bond counsel and financial advisor before issuance.

Eligible Projects:

The City will consider such Bonds for housing, retail, commercial, office and/or industrial projects. Realizing that there is an expenditure of time and effort on the part of the City and its professionals, the City requests that a qualified bond underwriter review all Special Tax Bond proposals for reasonableness and marketability before the formal presentation to the City.

The City may further and likely will, hire the services of an independent financial consultant to review the terms of any Special Tax Service Area or Special Assessment Area Bonds, advising the City of the appropriateness of the issue, the marketability, and providing financial advice to the City. Further, the City shall seek an independent Bond Counsel to issue a Legal Opinion Letter ensuring that the City has no direct liability or residual liability on said Bonds. All the consulting fees incurred by the City whether for legal services or independent financial consulting shall be reimbursed to the City out of the Bond proceeds, at the first draw down upon said bonds.

Policies & Procedures:

All normal and regular City ordinances, policies, procedures and subdivision control standards shall be followed and required of the proposed project.

The City reserves the right to suspend or stop discussion or proceedings concerning Special Tax Bonds at anytime.

200600022873
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
07-27-2006 At 09:30 am.
ORDINANCE 52.00
RHSP Surcharge 10.00

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

2006-34

ORDINANCE AMENDING THE
PLANNED UNIT DEVELOPMENT AGREEMENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
WESTBURY VILLAGE
(EAST VILLAGE AT WESTBURY)

WHEREAS, OCEAN ATLANTIC, a Delaware Limited Liability Company, as OWNER/DEVELOPER, entered into a Planned Unit Development Agreement with THE UNITED CITY OF YORKVILLE for the real property legally described on Exhibit "A" and attached hereto and part hereof; and

WHEREAS, the OWNER/DEVELOPER is desirous of amending the Planned Unit Development Agreement in conformance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement and that said Amendment shall become effective upon execution; and

WHEREAS, THE UNITED CITY OF YORKVILLE through its City Council and Staff reviewed the Preliminary P.U.D. Plan and Plat for East Village at Westbury and are desirous of amending the Planned Unit Development Agreement to provide for development in accordance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto as Exhibit "A"; and

WHEREAS, the OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement that shall become effective upon execution; and

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

1) The subject property shall be developed in a manner in accordance with the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".

2) A. That the OWNER/DEVELOPER agrees to install a berm with landscaping and a deer fence along the property east of and adjacent to the McArthur property. Furthermore, the OWNER/DEVELOPER agrees to revise the Preliminary Landscape Plan to depict the same. The OWNER/DEVELOPER agrees to consider the concerns of the adjoining property owner, the McArthur family, in the design of any golf course or open space amenities.

B. OWNER/DEVELOPER shall provide profiles, as well as address discharge enhancements for stormwater into the existing creek as part of its Final Landscape Plan and Final Engineering for the subject Development.

C. OWNER/DEVELOPER shall address cross-section, location, and Regional Trail construction in its Final Landscape Plan and Final Engineering for the subject Development.

3) 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 a part of this Agreement.

4) The Preliminary P.U.D. Plan and Plat previously attached to the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004 shall be superceded by the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".

5) Right of Notification: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development have been amended by this Ordinance, all other terms of the original Planned Unit Development Agreement are hereby ratified, republished, and reconfirmed between the parties hereto and remain the agreement of the parties.

6) All parties agree that the new Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted as part of the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004.

7) Severability: Should any provision of the Planned Unit Development Agreement be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of the Planned Unit Development Agreement as well as the said Ordinance herein shall remain in full force and affect.

8) Said Amendment to Planned Unit Development Agreement shall be binding upon the successors and assigns of all parties.

9) That except to the extent modified herein by this Ordinance, the original Planned Unit Development Agreement and Ordinances approving Westbury Village shall remain in full force and effect.

10) OWNER/DEVELOPER acknowledges that it has been advised by the United City of Yorkville Staff that connection to the Raymond Outflow Stormsewer is necessary prior to issuance of building permits in the areas affected thereby in Pod 7 of the subject development. OWNER/DEVELOPER further acknowledges that the United City of Yorkville is preparing a Raymond Stormwater Outlet Agreement that would call for participation by OWNER/DEVELOPER in the installation of said Outflow Stormwater Line and related appurtenances prior to issuance of building permits.

11) OWNER/DEVELOPER acknowledges that although no contribution to Route 47 Improvements is required by the Annexation Agreement for East Village of Westbury, IDOT Permits and Allocation of engineering costs and construction of roadway improvements will be addressed in future Annexations involving adjacent property to the subject property.

JASON LESLIE	Yes	JOSEPH BESCO	Yes
VALERIE BURD	Yes	PAUL JAMES	Yes
DEAN WOLFER	Yes	MARTY MUNNS	Yes
ROSE SPEARS	Present	JAMES BOCK	Yes

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 25 day of April, A.D. 2006.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 25 day of April, A.D. 2006.

Attest:

CITY CLERK

IN WITNESS WHEREOF, the OWNER/DEVELOPER has executed this Ordinance Amending the Planned Unit Development Agreement this 25th day of April, 2006.

OWNER/DEVELOPER:

By: _____

Attest: _____

Dated: April 25, 2006

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

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1,080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF KENDALL COUNTY RECORDER, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND CONTAINING 303.3571 ACRES, AND ALSO ALL OF THE PUBLIC HIGHWAYS ADJOINING.

EXCEPT THAT PART OF THE ABOVE DESCRIBED REAL ESTATE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT A

tabbies

\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Apr 10, 2006 - 11:24am

EAST VILLAGE AT WESTBURY
YORKVILLE, ILLINOIS

1
SINGLE FAMILY A
32.01 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

8A
SINGLE FAMILY
11.77 ACRES
32 UNITS

BUFFER SPACE A
3.81 ACRES

2
SINGLE FAMILY ATTACHED
15.04 ACRES
13.55 AC. LAND AREA
1.49 AC. REGIONAL DETENTION
124 UNITS
8.2 UNITS/ACRE

PARK LAND DONATION
12.15 ACRES
6.47 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
1.87 AC. REGIONAL TRAIL

INTERNAL R.O.W.
5.68 ACRES

8B
SINGLE FAMILY
17.67 ACRES
47 UNITS

4A
OPEN SPACE A: CREEK CORRIDOR/ DETENTION - PODS 1, 6, 8A & 8B
18.86 ACRES

BUFFER SPACE B
2.64 ACRES

GALENA ROAD

WINDSOR AVE.

DURHAM LANE

EAST VILLAGE BLVD.

SCHOOL SITE
15.00 ACRES

NEIGHBORHOOD PARK 1
6.47 ACRES

MYSTIC DR.

WESTBURY BLVD.

AVON CR.

CLUBHOUSE
2.26 ACRES

STORMWATER DETENTION
17.58 ACRES

STORMWATER DETENTION
6.68 ACRES

STORMWATER DETENTION
4.15 ACRES

STORMWATER DETENTION
5.37 ACRES

ROB ROY CREEK

ADDISON LN.

KENDALL CO. FOREST PRESERVE

COMMERCIAL
33.58 ACRES

9
COMMERCIAL
33.58 ACRES

3
SINGLE FAMILY ATTACHED
19.49 ACRES
17.56 AC. LAND AREA
1.93 AC. REGIONAL DETENTION
138 UNITS
7.1 UNITS/ACRE

4B
OPEN SPACE B: CREEK CORRIDOR/ CLUBHOUSE
24.13 ACRES

INTERNAL R.O.W.
.88 ACRES

BUFFER SPACE C
3.82 ACRES

5
SINGLE FAMILY ATTACHED
17.63 ACRES
13.52 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
137 UNITS
7.8 UNITS/ACRE

6
SINGLE FAMILY B
31.68 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
84 UNITS

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

NEIGHBORHOOD PARK 2
3.91 ACRES

EAST VILLAGE BLVD.

IL ROUTE 47

CORNELL ROAD

PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELL ROAD TO AN 80' R.O.W.

OPEN SPACE D
.27 ACRES

BUFFER SPACE D
1.32 ACRES

OPEN SPACE C
2.29 ACRES

S 87°32'40" W 769.85'
(N 62° E 9.37 Ch. 618.42')
S 64°02'00" W 618.42'

SITE DATA			
SINGLE FAMILY	93.13 ACRES	31.0 %	252 UNITS
12,000 SQ. FT.	NEIGHBORHOODS 1, 6, 8A & 8B		
SINGLE FAMILY ATTACHED	73.61 ACRES	24.5%	570 UNITS
TOWNHOMES	37.12 AC.		275 UNITS
COURTYARD HOMES	36.99 AC.		295 UNITS
OPEN SPACE	92.69 ACRES	30.8%	
OPEN SPACE A	18.86 AC.		
OPEN SPACE B	24.13 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	8.40 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	6.47 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	11.69 AC.		
REGIONAL TRAIL	1.87 AC.		
COMMERCIAL	33.58 ACRES	11.1 %	
INTERNAL R.O.W.	6.56 ACRES	2.2%	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNELL ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4%	
TOTAL	300.66 ACRES	100%	822 UNITS
DENSITY			
GROSS	2.73 UNITS/AC.		
NET*	3.08 UNITS/AC.		

* INCLUDES REMOVAL OF 33.58 AC COMMERCIAL SITE

TYPICAL SINGLE FAMILY LOT

LOTS ADJACENT TO OPEN SPACE

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

OVERALL PRELIMINARY P.U.D. PLAN & PLAT

SCALE IN FEET: 200 100 0 200 400 600

NORTH

SHEET NUMBER L1 2 OF 5

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8068
Fax (630) 208-8050
http://www.lannert.com
tig @ lannert.com

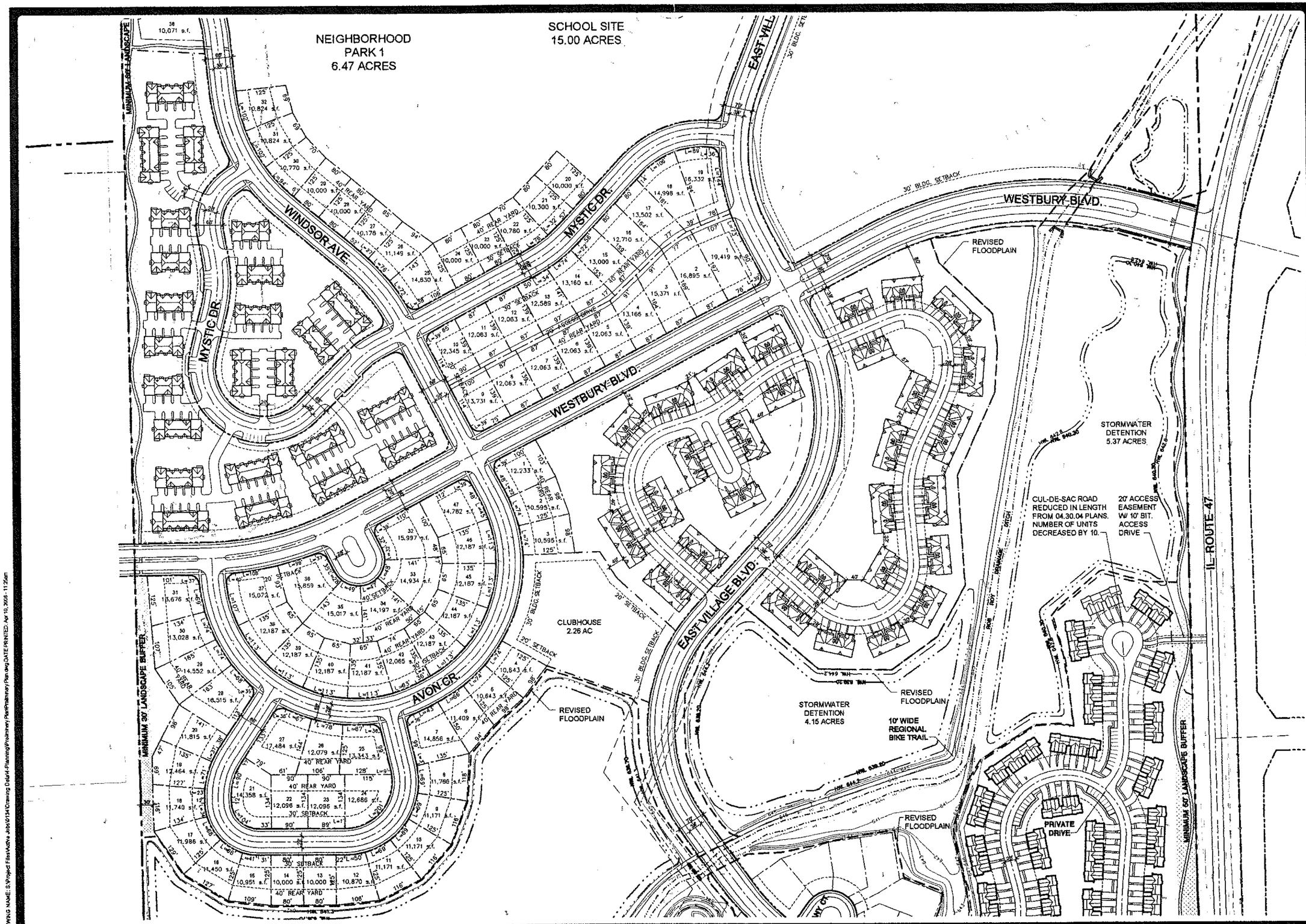
ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8060
(703) 299-8199 (fax)

DRAWN BY: TEL/TRC

REVISIONS: 04.30.04; 01.20.06; 02.14.06; 03.30.06; 04.10.06

DATE: 04.06.04

JOB NO.: 0134



JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04; 01.20.06; 02.14.06; 03.30.06; 04.10.06
DRAWN BY: TEL/TRC

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-8060 (FAX)
(703) 299-8199

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

POD 2, POD 3, POD 8A & POD 8B

NORTH

SCALE IN FEET 0 50 100 200 300

SHEET NUMBER L3 4 OF 5

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Proximney Plan\Proximney Plan.dwg DATE PRINTED: Apr 10, 2006 - 11:25am

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-05 & EDC 2024-19

Agenda Item Summary Memo

Title: Corneils Road Solar – Solar Farm (Annexation, Special Use, and Rezoning)

Meeting and Date: City Council – May 14, 2024

Synopsis: Requested annexation, special use, and rezoning for a proposed alternative energy system or "solar farm".

Council Action Previously Taken:

Date of Action: CC – 4/23/24 Action Taken: A public hearing was held.

Item Number: PZC 2024-05 & EDC 2024-19

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale – Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

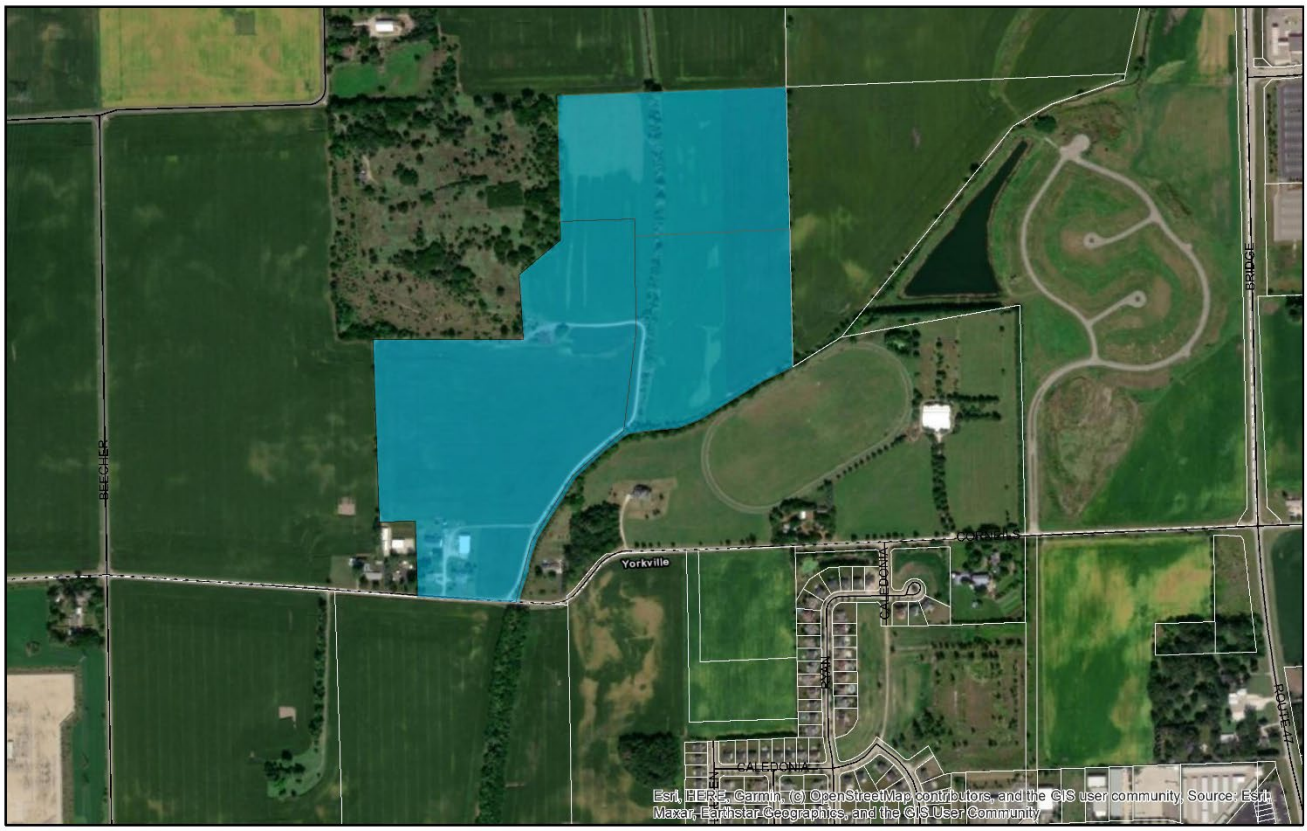
Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: May 9, 2024
Subject: **PZC 2024-05 Corneils Road Solar, LLC/Nexamp, Inc. (Bennett)**
Annexation, Rezoning and Special Use

BACKGROUND AND PROJECT DESCRIPTION:

The petitioner, Daniel Kramer on behalf of Nexamp dba Corneils Road Solar, LLC, contract leasee, is requesting annexation, rezoning, and special use permit approval to construct a 5-megawatt (MW) alternating current (AC) freestanding community solar farm. As part of the request, the petitioner is seeking to construct a 4.99-megawatt (MW) alternating current (AC) freestanding commercial solar collector system and annex three (3) unincorporated agricultural parcels (#02-08-300-008, 02-08-300-011, and 02-08-300-012). The owners of the real property are Gary and Betty Bennett.

The proposed 35-acre solar farm will be situated on approximately 94 acres of existing farmland located in unincorporated Kendall County immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street). The property also consists of an existing farm homestead with accessory buildings.



Cornelis Solar Farm Location Map

United City of Yorkville, Illinois
Date: Febuary 21, 2024
File Location: I:\ARCGIS TEMPLATES:\Cornelis Solar Farm Loation Map

ANNEXATION REQUEST:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-08-300-008, 02-08-300-011, and 02-08-300-012, totaling approximately 94-acres for the purpose of constructing and operating a community solar farm on approximately 31 acres of the annexed area. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately south of Corneils Road (Westbury South Village) and abutting to the east is the Westbury East Village. Both developments are unimproved but are entitled for mixed-use planned unit developments.

REZONING & SPECIAL USE REQUESTS:

The Planning and Zoning Commission held a public hearing for the rezoning and special use requests for a solar farm on April 10, 2024. The commission made the following actions on the motions below:

REZONING

In consideration of testimony presented during a Public Hearing on April 10, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Residential to A-1 Agricultural District for the purpose of constructing a freestanding solar energy system, or solar farm, contingent upon approval of annexation by the City Council, for approximately 94 acres of existing farmland located immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street).

Action Item:
Millen-aye; Goins-aye; Forristall-aye; Vinyard-aye
4 ayes; 0 no

SPECIAL USE

In consideration of testimony presented during a Public Hearing on April 10, 2024 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, contingent upon approval of annexation by the City Council, for approximately 31 acres generally located north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street), subject to staff recommendations in a memo dated April 2, 2024.

Action Item:
Millen-aye; Goins-aye; Forristall-aye; Vinyard-aye
4 ayes; 0 no

ATTACHMENTS:

1. Draft Annexing Ordinance
2. Plat of Annexation
3. Draft Annexation Agreement
4. Draft Special Use Ordinance
5. Draft Rezoning Ordinance
6. Planning and Zoning Commission Staff Memo
7. Revised Plan submittal date last revised 02/26/24
8. Construction Traffic exhibit dated 02/26/24
9. Engineer's Opinion of Probable Decommissioning Cost dated 2/26/24
10. EEI Comments with Atwell Responses submitted 02/28/24

11. EEI Comments dated 03/13/24
12. Hey & Associates Landscape Review Letter dated 03/14/24
13. Technical Specifications for Battery Storage Cube
14. Annexation Agreement Application
15. Rezoning Application
16. Special Use Application
17. Corneils Road Solar Project Narrative with Attachments
18. Option and Ground Lease Agreement dated 11-26-2022
19. Illinois Department of Agriculture Letter dated 12-5-23
20. Natural Resource Information Report dated January 2024
21. Plan Council Packet (12-08-2022)
22. Public Hearing Notices

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING CERTAIN TERRITORY GENERALLY LOCATED IMMEDIATELY NORTH OF CORNEILS ROAD, EAST OF BEECHER ROAD, AND WEST OF IL STATE ROUTE 47 (Corneils Road Solar, LLC – Solar Farm)

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, a duly executed *PETITION FOR ANNEXATION*, signed by Gary and Betty Bennett, owners, and submitted by contract lessee, Nexamp dba Corneils Road Solar, LLC, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory: and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number(s) of the territory to be annexed are as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED

ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST

ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.
Property Index Numbers 02-08-300-008, 02-08-300-011, and 02-08-300-012

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

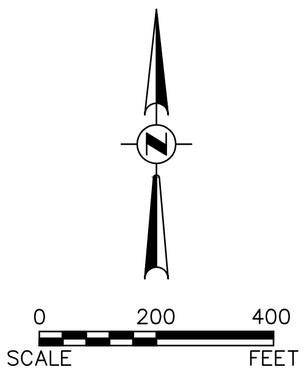
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____
MAYOR

PLAT OF ANNEXATION

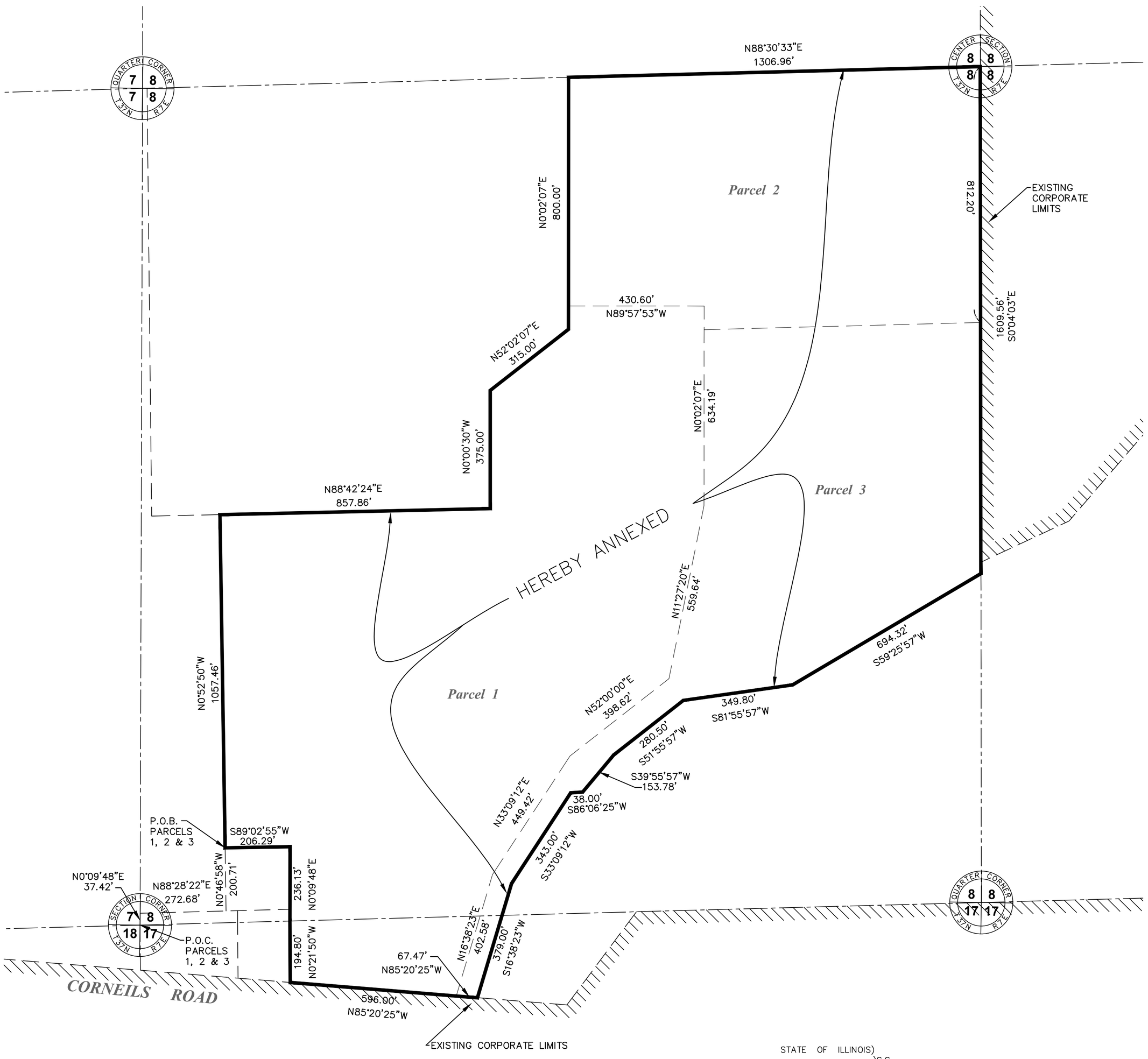
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;



PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 16th DAY OF APRIL 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

MARK G. SCHELLER
035-003581
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
SUGAR GROVE, IL

50 YEARS
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
651 PRAIRIE POINT DRIVE
YORKVILLE , IL 60560

PLAT OF ANNEXATION

DATE:	APRIL 16, 2024
PROJECT NO.	YO2402
FILE NO YO2402 CORNEILS RD SOLAR	

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter ("*Agreement*"), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Gary and Betty Bennett, hereinafter jointly referred to as "*Owner*".

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 94 acres, more or less (the "*Subject Property*"); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as A-1 Agricultural District with a special use for a solar farm; and,

WHEREAS, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the solar farm as a special use, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning and special use of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning and special use for the solar farm, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the A-1 Agricultural District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq*. of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq*.), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq*. of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as A-1 Agricultural District.

B. The City and the Owner agree that annexation is contingent upon approval of a special use application for a solar farm which will be considered contemporaneously with the petition for annexation and rezoning submitted to the City.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Gary and Betty Bennett
11159 Faxon Road
Yorkville, IL, 60560

To the Lessee: Matt Kwiatkowski
Nexamp Solar, LLC
Corneils Road Solar, LLC
101 Summer Street
2nd Floor
Boston, MA 02110

Section 6. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 7. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment 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

Gary Bennett

By: _____
Owner

Betty Bennett

By: _____
Owner

EXHIBIT A

The legal description is as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET;

THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST,

430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE

NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PINs: 02-08-300-008, 02-08-300-011, and 02-08-300-012

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, APPROVING A SPECIAL USE FOR A SOLAR FARM WITH FREESTANDING SOLAR ENERGY SYSTEMS (Corneils Road Solar)

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, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and City Council of the City (collectively, the "*Corporate Authorities*") may provide for the classification of special uses in its zoning ordinance; and,

WHEREAS, pursuant to the United City of Yorkville Unified Development Ordinance (the "*UDO*"), any person owning or having an interest in property may file an application to use such land for one or more of the special uses provided for in the zoning district in which the land is situated; and,

WHEREAS, Nexamp dba Corneils Road Solar, LLC, ("the Lessee") is leasing approximately 31 acres for the proposed installation of approximately 11,600 freestanding solar energy systems on the property owned by Gary and Betty Bennett located immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street), legally described in Section 2 of this Ordinance (the "*Subject Property*"); and,

WHEREAS, under the authority of the Zoning Code, the Subject Property is located in a designated A-1 Agricultural District and freestanding solar energy systems are allowed with a special use permit; and,

WHEREAS, the Corporate Authorities have received a request from the Lessee for a special use permit for the Subject Property to allow the solar farm with freestanding solar energy systems; and,

WHEREAS, a legal notice of publication regarding a public hearing before the Planning and Zoning Commission on the proposed special use permit was duly published in a newspaper of general circulation in the City, not more than thirty (30) nor less than fifteen (15) days prior to the public hearing; and,

WHEREAS, notice to property owners within 500 feet of the Subject Property identified for the special use permit was sent by certified mail; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on April 10, 2024, for the consideration of the special use application; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-5D of the UDO; and,

WHEREAS, upon conclusion of said public hearing, the Planning and Zoning Commission recommended the approval with conditions for the special use for the Subject Property for a solar farm with freestanding solar energy systems.

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 herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve a special use for the Subject Property, legally described as:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER

OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07"

EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE

NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

with **Property Index Numbers 02-08-300-008, 02-08-300-011, and 02-08-300-012** for use as a solar farm with freestanding solar energy systems.

Section 3. That the special use granted herein shall be constructed, operated, and maintained in accordance with the following plans, diagrams, and conditions:

a. A photometric plan will need to be provided as part of the final engineering plans.

b. Dedication of a 40' right-of-way along Corneils Road.

c. In lieu of the petitioner constructing the improvements to Corneils Road, they pay the value of the roadway improvements, per the City Engineer's approved probable estimated of construction cost to be escrowed and used for future Corneils Road improvements.

d. A security guarantee in this amount of 120% of the approved removal cost value as presented in a Decommissioning Plan prepared by Atwell, LLC dated 2/26/2024 attached hereto and made a part hereof as *Exhibit A*. Said estimate will need to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition of the Special Use approval.

e. A blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.

f. A minimum ten (10) foot setback from all structures on the property and the proposed battery energy storage system.

g. Substantial conformance with Special Use Application Plans prepared by Atwell, LLC and submitted by Nexamp dated 02-26-2024 attached hereto and made a part hereof as *Exhibit B*.

h. Compliance with the work items listed in the review letters prepared by Engineering Enterprises, Inc. dated January 10, 2024 revised February 15, 2024 and March 13, 2024 attached hereto and made a part hereof as *Exhibit C*.

Section 4. 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 ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

EXHIBIT A

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar
Corneils Road, City of Yorkville, Kendall County,
Location Bristol Township, Illinois
Site: 4.99 MWAC
Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Erosion Control/Contractor Fees									
Mobilization	1	LUMP SUM	$10,000.00	$10,000.00				$0.00	$10,000.00
Electrical Disconnect	1	EACH	$500.00	$500.00				$0.00	$500.00
Permitting (NPDES)	1	LUMP SUM	$750.00	$750.00				$0.00	$750.00
Silt Fence	5,096	LF	$2.50	$12,740.78				$0.00	$12,740.78
Seeding	2	ACRES	$1,000.00	$2,000.00				$0.00	$2,000.00
Sub-Total				$25,990.78				$0.00	$25,990.78
Site Demolition									
Remove Existing 12" Storm Pipe	308	LF	$10.00	$3,080.00				$0.00	
Remove Existing Storm Structure	4	EACH	$500.00	$2,000.00	4.00	EACH	$0.00	$0.00	$2,000.00
Remove Existing Fence (8' Chainlink Fence)	8,200	LF	$3.85	$31,570.00	45,920	LB	$0.09	$4,132.80	$27,437.20
Remove Existing Trees	30	EACH	$500.00	$15,000.00				$0.00	$15,000.00
Remove Existing Shrub	140	EACH	$200.00	$28,000.00				$0.00	$28,000.00
Remove Existing Concrete Parking Pad	178	SY	$5.00	$890.00					
Haul off for Existing Concrete Parking Pad	178	SY	$10.00	$1,780.00					
Remove Existing Gravel Entrance (12" depth)	2,237	CY	$4.00	$8,948.00				$0.00	$8,948.00
Haul off for Existing Gravel Entrance (12" depth)	2,237	CY	$10.00	$22,370.00				$0.00	$22,370.00
Sub-Total				$113,638.00				$4,132.80	$109,505.20
Racking and Module Removal									
Pile Removal	862	EACH	$6.00	$5,172.00	452,550	LB	$0.04	$16,970.63	($11,798.63)
Assembly Removal	148	EACH	$1.25	$185.00	22,200	LB	$0.04	$832.50	($647.50)
PV Module Removal	11,256	EACH	$1.00	$11,256.00	11,256	EACH	$165.00	$1,857,240.00	($1,845,984.00)
PV Module Haul Off	360	TON	$45.00	$16,208.64				$0.00	$16,208.64
Sub-Total				$32,821.64				$1,875,043.13	($1,842,221.49)
Wiring Removal									
Underground MV Wire (AL)	6,910	LF	$2.00	$13,820.00	1,382.00	LB	$0.30	$414.60	$13,405.40
Utility Pole Removal	7	EACH	$750.00	$5,250.00				$0.00	
Underground PV Wire (~400kcmil)	17,800	LF	$2.00	$35,600.00	925.60	LB	$0.30	$277.68	$35,322.32
Underground GND Wire (DC side, ~2 AWG)	5,755	LF	$2.00	$11,510.00	299.26	LB	$0.30	$89.78	$11,420.22
Underground LV Wire	3,482	LF	$2.00	$6,964.00	696.40	LB	$0.30	$208.92	$6,755.08
Above Ground MV Wire	425	LF	$0.10	$42.50	22.10	LB	$0.30	$6.63	$35.87
Combiner Box Removal	28	EACH	$80.00	$2,240.00	28.00	EACH	$20.00	$560.00	$1,680.00
Sub-Total				$75,426.50				$1,557.61	$73,868.89

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar

Location Corneils Road, City of Yorkville, Kendall County, Bristol Township, Illinois

Site: 4.99 MWAC

Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Power Conditioning Equipment Removal									
PCU Station (inverters, etc.)	2	EACH	$400.00	$800.00	2.00	EACH	$5,625.00	$11,250.00	($10,450.00)
Scada Equipment	2	EACH	$280.00	$560.00	2.00	EACH	$2,000.00	$4,000.00	($3,440.00)
Battery Storage System Removal	1	EACH	$2,500.00	$2,500.00				$0.00	
Transformer	2	EACH	$1,800.00	$3,600.00	2.00	EACH	$93,750.00	$187,500.00	($183,900.00)
Sub-Total				$7,460.00				$202,750.00	($195,290.00)
Equipment Pad Removal									
Remove Pad	4	EACH	$750.00	$3,000.00				$0.00	$3,000.00
Sub-Total				$3,000.00				$0.00	$3,000.00
Decommisioning Total (Present Value)				**$258,336.92**				**$2,083,483.53**	**($1,825,146.62)**
Decommisioning Total (3% Inflation over 25 Years)				**$540,900.13**				**$4,362,351.84**	**($3,821,451.71)**

Assumptions:

1. Cost Estimate based on 5-year projections. Estimate to be redone in 5-years based on new fees at that time.
2. Cost Estimate is based on the Special Use Plans prepared by **Atwell, LLC** dated 2/26/2024.
3. Refer to Decommissioning Plan for further information.

Note: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using estimated quantities and represents Engineer's best judgment as an experienced and qualified professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein.

EXHIBIT B

CORNEILS ROAD SOLAR, LLC

A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

SPECIAL USE APPLICATION PLANS

DEVELOPMENT TEAM

PROJECT OWNER
NEXAMP, INC.
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (617) 431-1440

APPLICANT/CONTRACTOR
CORNEILS ROAD SOLAR, LLC
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (317) 760-3190
CONTACT: MATT KWIATKOWSKI

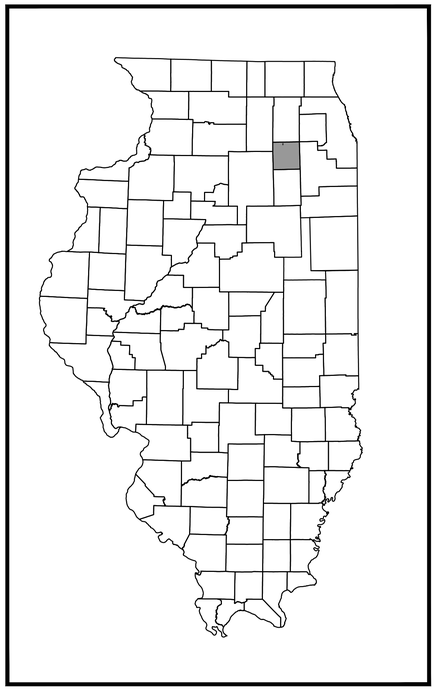
CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING
UNITED CITY OF YORKVILLE
651 PRARIE POINTE DRIVE
YORKVILLE, IL 60560
(630) 553-8573
CONTACT: KRYSTI BARKSDALE-NOBLE

HIGHWAY
UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT
651 PRAIRIE POINTE DRIVE
YORKVILLE, ILLINOIS, 60560
(630) 466-6700

EROSION & SEDIMENTATION
KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT
7775A ROUTE 47
YORKVILLE, IL 60560
(630) 553-5821 X 3
CONTACT: JULIE BROWN



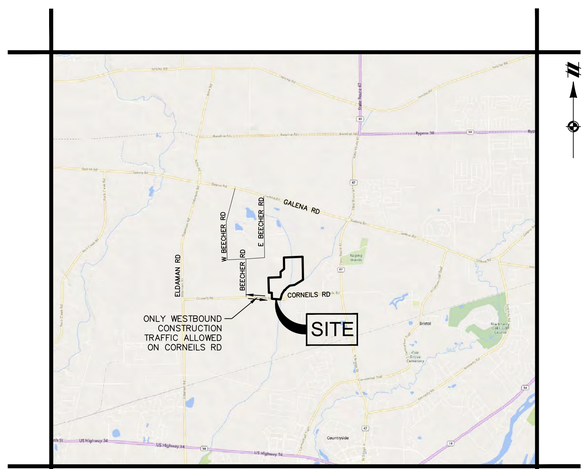
ILLINOIS
NOT TO SCALE

SHEET INDEX

C-000	COVER SHEET
C-100	EXISTING CONDITIONS PLAN
C-200	SITE LAYOUT PLAN
C-300	STORMWATER MANAGEMENT PLAN
C-400	LANDSCAPE PLAN
C-500	STANDARD DETAILS



KENDALL COUNTY
NOT TO SCALE



VICINITY MAP
SCALE: 1" = 5000'

Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

CAD FILE: 230039310-000-CV.DWG

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
COVER SHEET

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-000 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- 640 / 642 EXISTING CONTOUR
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- OHE EXISTING OVERHEAD ELECTRIC
- OHTV EXISTING OVERHEAD CABLE
- ROB ROY CREEK
- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING VEGETATION LINE
- SECTION CORNER
- OF FOUND IRON ROD
- ×F FOUND PK NAIL
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- T EXISTING TELEPHONE RISER
- EXISTING ELECTRIC MARKER
- oU.P. EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN:	02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION:	KENDALL COUNTY
ZONING DISTRICT:	A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE:	AGRICULTURAL
PARCEL AREA:	± 94.30 ACRES
FEMA FLOOD HAZARD:	ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR ZONING SETBACKS	REQUIRED
FRONT (SOUTH):	100'
SIDE (EAST):	50'
SIDE (WEST):	50'
REAR (NORTH):	50'

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

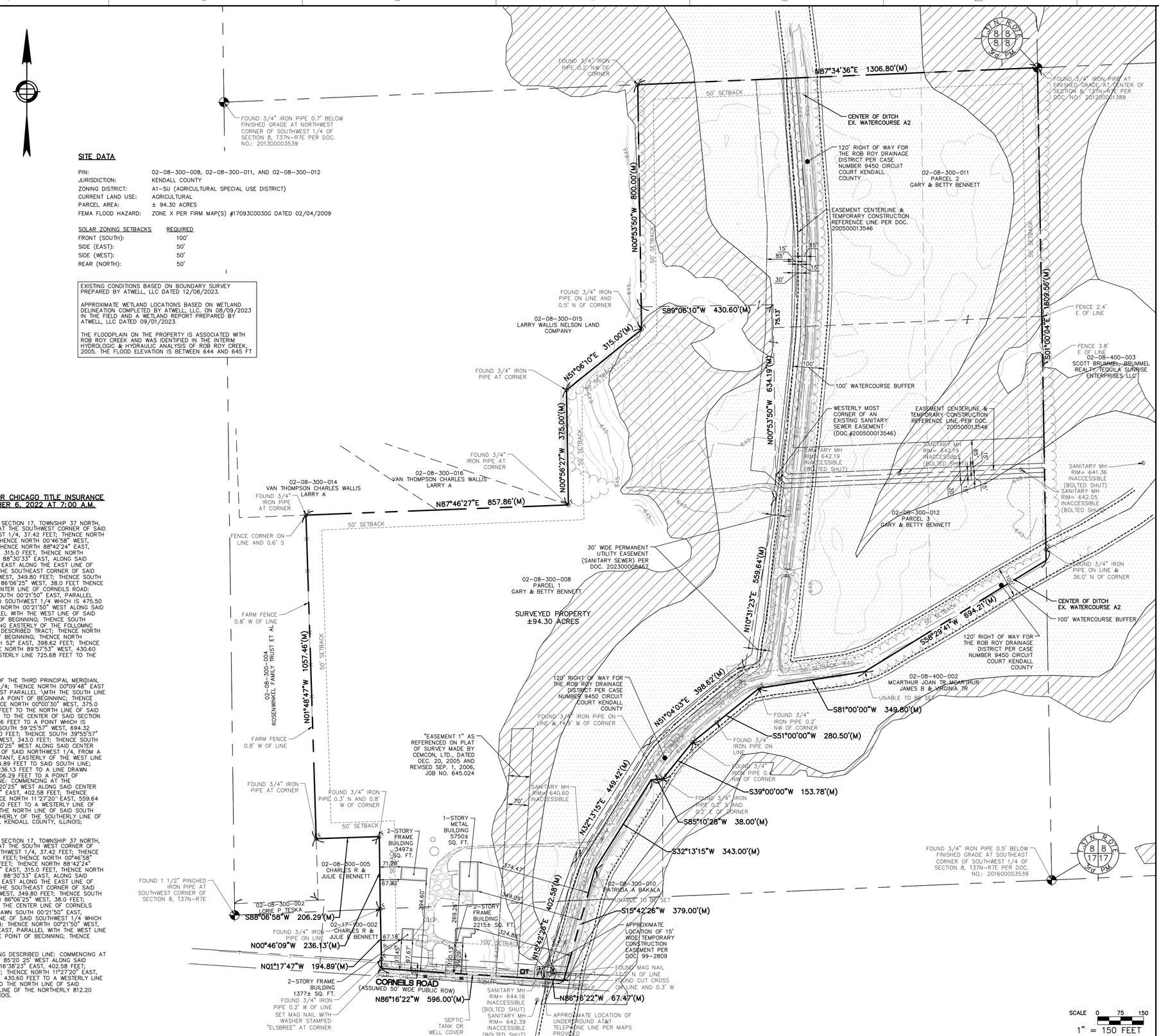
THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOMNC DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTH WEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20 25' WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELIS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
EXISTING CONDITIONS PLAN

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-100 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 23003931C-100-EC.DWG

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING PAVEMENT
- EXISTING GRAVEL
- PROPOSED GRAVEL ACCESS DRIVE
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LIMITS OF DISTURBANCE
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED CONCRETE
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN: 02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION: KENDALL COUNTY
ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE: AGRICULTURAL
PARCEL AREA: ± 94.30 ACRES
FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	100'	1691.3'
SIDE (EAST)	50'	59.3'
SIDE (WEST)	50'	50.2'
REAR (NORTH)	50'	56.4'
MINIMUM PANEL CLEARANCE (FROM GROUND TO BOTTOM EDGE)	10'	
SITE AREA	94.30 AC	
FENCED AREA	35.5 AC	
LIMITS OF DISTURBANCE	42.9 AC	
SPECIAL USE AREA	TBD	
TRACKER MOTORS	121	

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC. ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

ZONING DISTRICT:

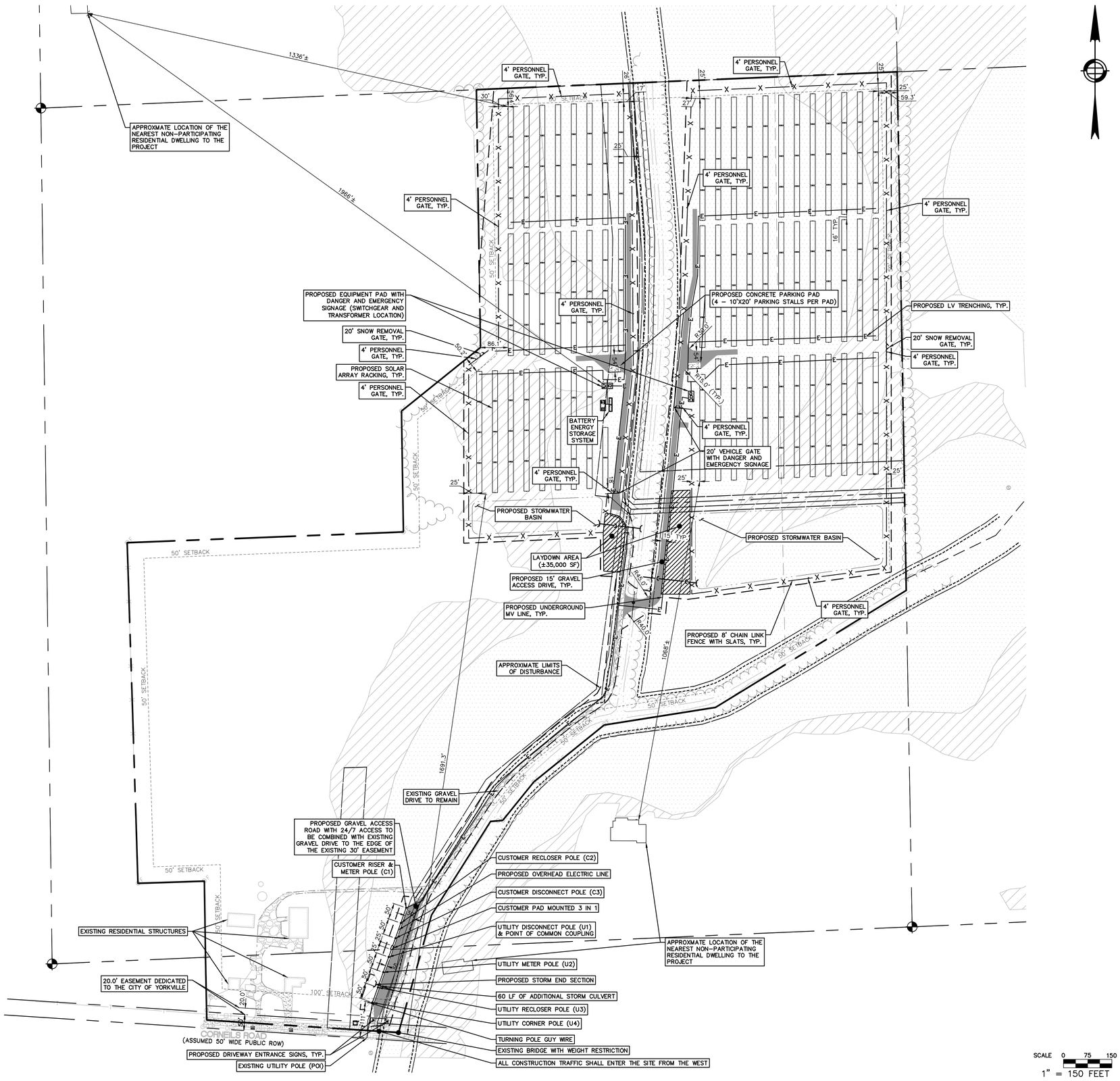
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE **CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.**

LAYOUT AND MATERIALS NOTES:

1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

GRADING, DRAINAGE AND UTILITY NOTES:

1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.



nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.0200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
SITE LAYOUT PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-200 Size: ARCH D Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23003931C-200-LDWG

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING CONTOUR (640 / 642)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LIMITS OF DISTURBANCE
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	94.30
TOTAL DISTURBED AREA (ACRES)	42.9
*EXISTING IMPERVIOUS AREA (ACRES)	0.8
*FINAL IMPERVIOUS AREA (ACRES)	2.1

*WITHIN LIMITS OF DISTURBED AREA

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC. ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

STORMWATER SUMMARY

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- THE DIFFERENCE BETWEEN THE TIME OF CONCENTRATION OF THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS WILL BE NEGLIGIBLE.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.

EROSION CONTROL AND SEDIMENTATION NOTES:

1. AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
3. ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEPT AT THE END OF EACH WORKING DAY.
4. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
5. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
6. SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
7. ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PAD AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILED FOR REUSE. EXCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
8. ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
9. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
10. TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDED SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
11. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES, AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE IN TACT.
12. DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
13. CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
14. ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
15. CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
16. OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
17. THE OVERALL DEVELOPMENT WILL BE RE-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
18. NO CONSTRUCTION ACTIVITIES, AS PART OF THE SITE DEVELOPMENT, SHALL OCCUR WITHIN ANY DELINEATED WETLANDS OR WETLAND BUFFERS, AS REQUIRED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

SOIL LEGEND

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A*	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
791B	RUSH SILT LOAM, 2 TO 4 PERCENT SLOPES	B
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

*OUTSIDE OF LIMITS OF DISTURBANCE

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B WAS USED WHERE INDICATED)

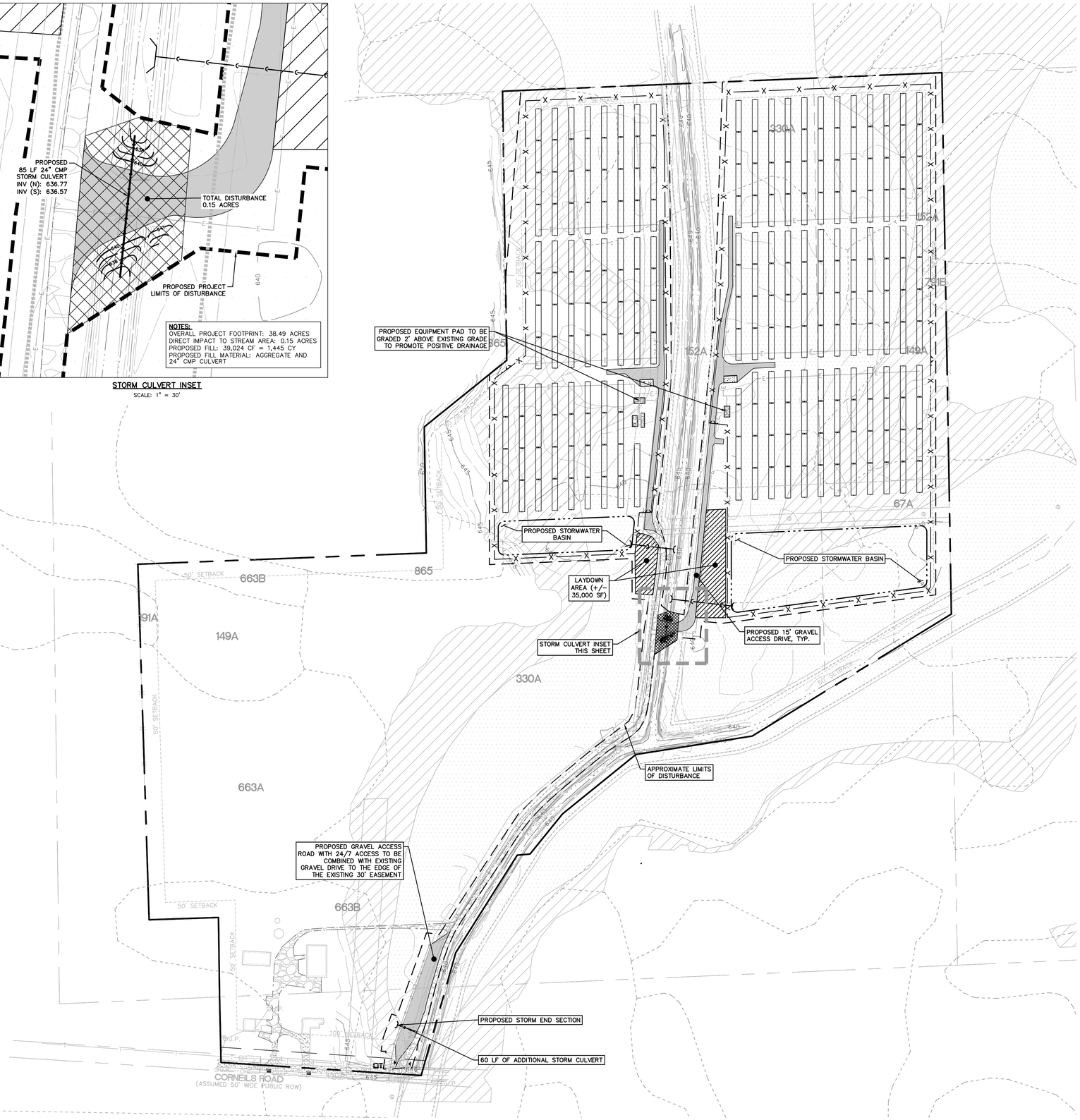
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	12.8
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	29.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.8
		COMBINED CN= **88**	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	MEADOW -CONT. GRASS (NON GRAZED)	58	28.5
C	MEADOW -CONT. GRASS (NON GRAZED)	71	12.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	2.1
		COMBINED CN= **64**	

STORM CULVERT INSET

SCALE: 1" = 30'



SCALE 0 75 150
1" = 150 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNETLS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
STORMWATER MANAGEMENT PLAN

Drawn by: LH/CNP | Scale: As Noted | Approved by: MBK

Dwg No: C-300 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. All patent rights are reserved unless they are expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. which the Drawing/print is expressly loaned.

CAD FILE: 230039310-300-GDWG

LEGEND

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING ROW
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING CONTOUR (640 / 642)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING OVERHEAD ELECTRIC (OHE)
- PROPOSED UNDERGROUND ELECTRIC (E)
- PROPOSED OVERHEAD ELECTRIC (OHE)
- EXISTING OVERHEAD CABLE (OHTV)
- EXISTING FENCE (X)
- PROPOSED FENCE (X)
- LIMITS OF DISTURBANCE
- EXISTING VEGETATION LINE
- PROPOSED POLLINATOR FRIENDLY SEED MIX
- PROPOSED IDOT CLASS 7 SEED MIX
- PROPOSED IDOT SEED MIX IN ROW
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- PROPOSED SHRUBS
- PROPOSED EVERGREEN TREE
- PROPOSED SHADE TREE

PLANTING NOTES:

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.

Natural Resource Services

Nexamp Representative Pollinator Friendly Seed Mix

Common Name	Scientific Name	% of Mix	Seeds/ft²
Grasses			
Sideoats Grama	Bouteloua curtipendula	34.25%	9.43
Prairie Brome	Bromus kalmii	0.80%	0.29
Plains Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
Forbs			
Common Yarrow	Achillea millefolium	0.44%	3.63
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Amorpha canescens	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkvetch	Astragalus canadensis	1.08%	0.84
Calico Aster	Symphyotrichum lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rudbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphyotrichum oolentangiense	0.16%	0.57
Ohio Spiderwort	Tradescantia ohiensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21

Seeding rate: 12.5 lbs./acre (75 sees/square foot)

2885 Quail Road NE, Sauk Rapids MN 56379

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

PLANT CALCULATIONS

ORDINANCE COMPLIANCE MATRIX

Acres: 42.9 acres

Street Frontage (Cornells Rd): 596.00 feet

USDA Zone: 5 (-20 degrees to -10 degrees)

Ch. 12, LANDSCAPE ORDINACE

Section 8-12-3: GENERAL STANDARDS

A. Parkway landscaping:

requirement	required	provided
1. For all development other than single-family detached and duplex residential development, the minimum required number of parkway trees is one (1) tree per fifty (50) linear feet of frontage	12 trees along Cornells Road	12 trees along Cornells Road

D. Lot landscaping:

requirement	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	187 trees	30 *trees
*Assume City of Yorkville can adminstratively approve less total trees and shrubs on the basis that a solar development would be hindered by more plant material.	1402 shrubs	140 *shrubs

PLANT SCHEDULE

SHADE TREES

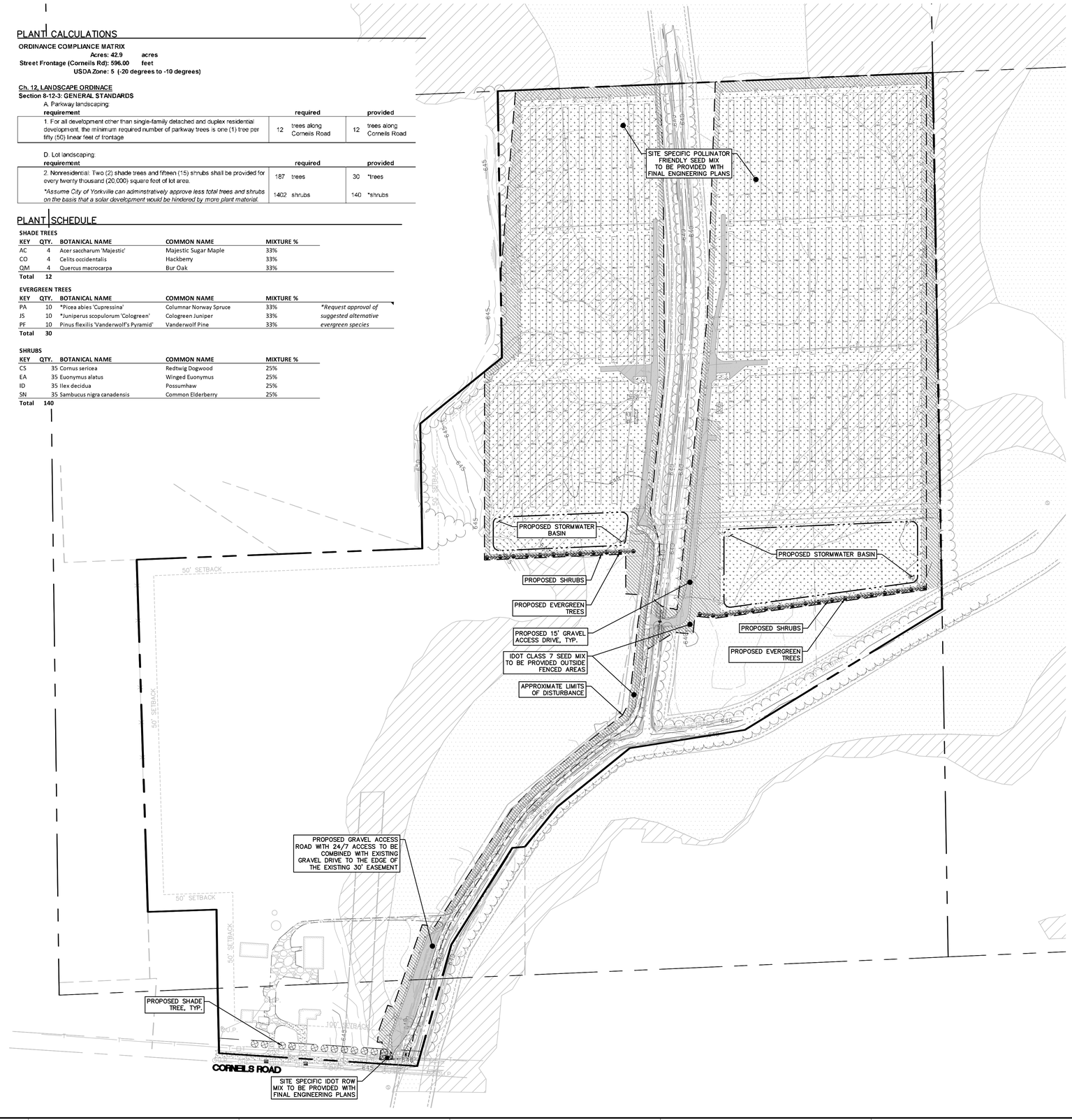
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
AC	4	Acer saccharum 'Majestic'	Majestic Sugar Maple	33%	
CO	4	Celits occidentalis	Hackberry	33%	
QM	4	Quercus macrocarpa	Bur Oak	33%	
Total	**12**				

EVERGREEN TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
PA	10	*Picea abies 'Cupressina'	Columnar Norway Spruce	33%	*Request approval of
JS	10	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	33%	suggested alternative
PF	10	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	33%	evergreen species
Total	**30**				

SHRUBS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %
CS	35	Cornus sericea	Redtwig Dogwood	25%
EA	35	Euonymus alatus	Winged Euonymus	25%
ID	35	Ilex decidua	Possumhaw	25%
SN	35	Sambucus nigra canadensis	Common Elderberry	25%
Total	**140**			



SCALE 0 75 150
1" = 150 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

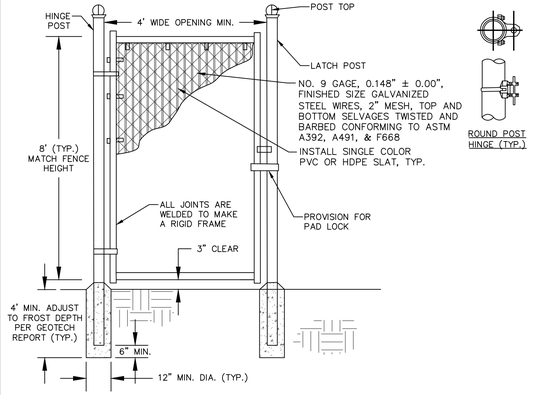
Drawing Title:
LANDSCAPE PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-400 Size: ARCH D Sheet Rev: C

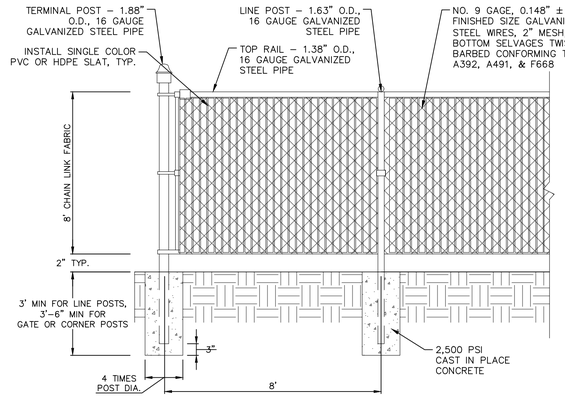
Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc.and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23003931C-400-LS.DWG



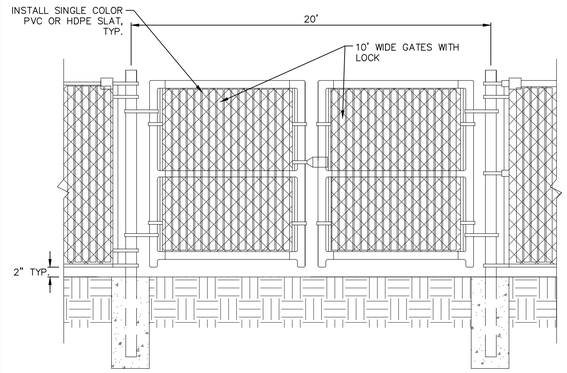
CHAIN LINK FENCE – PERSONNEL GATE

NOT TO SCALE



CHAIN LINK FENCE DETAIL

NOT TO SCALE



CHAIN LINK FENCE WITH GATE

NOT TO SCALE

IN THE EVENT OF AN EMERGENCY

PLEASE DIAL 9-1-1

FOLLOWED BY A SECOND CALL TO:

857-239-0057

YOUR LOCATION IS:

TBD

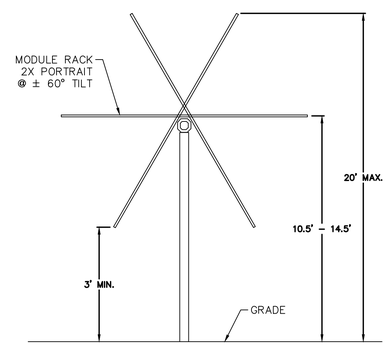
nexamp

11" × 8 1/2"

NOTES:
1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.
2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

EMERGENCY CONTACT SIGN

NOT TO SCALE



NOTES:
1. TRACKER HEIGHT RANGES ACCOUNT FOR ELEVATION CHANGE.

SOLAR ARRAY RACK DETAIL

NOT TO SCALE

DANGER

HIGH VOLTAGE - KEEP AWAY

AUTHORIZED PERSONNEL ONLY

NO TRESPASSING. THIS SITE IS MONITORED BY SURVEILLANCE.

"DANGER" WARNING SIGN

NOT TO SCALE

ENTRANCE

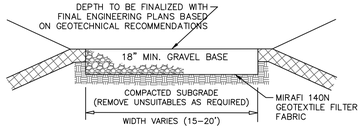
ENTRANCE LEFT SIGN

NOT TO SCALE

ENTRANCE

ENTRANCE RIGHT SIGN

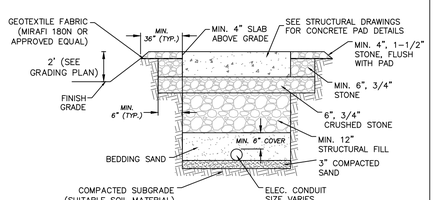
NOT TO SCALE



NOTES:
1. REMOVE TOPSOIL AND ALL UNSUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL.
2. ACCESS DRIVES TO SLOPE IN THE DIRECTION OF THE EXISTING GRADE AT A MINIMUM OF 2.0% DRIVEWAY SHALL BE GRADED TO ALLOW STORMWATER TO SHEET ACROSS IT AND TO PREVENT PUDDLING.
3. ROAD SECTION SHALL COMPLY WITH RECOMMENDATIONS FROM GEOTECHNICAL REPORT.
4. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II, OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.

ACCESS DRIVE/TEMPORARY LAYDOWN AREA CROSS SECTION

NOT TO SCALE



SUBSOIL EQUIPMENT FOUNDATION DETAIL

NOT TO SCALE

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
STANDARD DETAILS

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-500 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 23003931C-500-DT.DWG

EXHIBIT C

January 10, 2024
Revised: February 15, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: ***Corneils Road Solar***
Special Use & Rezoning Request – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Rezoning Permit Applications
- Special Use Application Plans
- Other Supporting Documentation

Our review of these plans and reports are 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 (Revised items noted in bold):

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
    - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
    - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. A field tile survey will be required.
5. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 644 and 645. Please see the attached exhibit.

6. A good portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.

7. **The City will require a 20' public utility easement along the frontage of Corneils Road. This is needed for possible City utility extensions. Additional easements may be required for stormwater, wetlands, or comp storage as necessary based on the final plans.**

8. **No solar equipment will be allowed with existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.**

9. **It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Cornels Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the City.**

10. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.

11. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist.

    b. Truck turning exhibits for delivery and emergency vehicles

    c. Photometric plan

    d. Decommissioning cost estimate

    e. Stormwater management submittal

    f. Landscape plan

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Gina Nelson, Admin Assistant (via email
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)

March 13, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: Corneils Road Solar
Special Use & Rezoning Request – 3rd Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use Application Plans dated February 26, 2024, prepared by Atwell
- Construction Traffic Exhibit
- Engineer's Opinion of Probable Decommissioning Costs dated February 26, 2024, prepared by Atwell
- Other Supporting Documentation

Our review of these plans and reports 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 (Revised items noted in bold):

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
    - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
    - Stormwater permit application in accordance with the Yorkville Stormwater Management Ordinance (Kendall Countywide Ordinance)
    - IDNR Floodway Permit will be required if floodways are impacted.
2. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
3. No solar equipment will be allowed within existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.

4. It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Corneils Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the City.

5. The decommissioning estimate has been provided and note that the value is acceptable. It should be noted that a performance guarantee will be required in the amount of 120% of the approved removal cost value. It is also noted that the estimate will need to be revised every three (3) years.

6. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist.

    b. Truck turning exhibits for delivery and emergency vehicles

    c. Stormwater management submittal

    d. Field tile survey

    e. Engineer's Estimate of Probable Costs that includes all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.

7. Comments on the landscape plan will be forthcoming.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Gina Nelson, Admin Assistant (via email
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)
TNP, PGW2, EEI (via e-mail)

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE REZONING TO THE A-1 AGRICULTURAL ZONING DISTRICT OF CERTAIN TERRITORY GENERALLY LOCATED IMMEDIATELY NORTH OF CORNEILS ROAD, EAST OF BEECHER ROAD, AND WEST OF IL STATE ROUTE 47 (Corneils Road Solar, LLC – Solar Farm)

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, Nexamp dba Corneils Road Solar, LLC, (the "*Applicant*") is leasing approximately 31 acres for the proposed installation of approximately 11,600 freestanding solar energy systems on the property owned by Gary and Betty Bennett located immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street) (the *"Subject Property"*), within the corporate limits of the City legally described in Section 2 and as shown on Exhibit A attached hereto and made a part hereof, and is seeking rezoning of the Subject Property into the A-1 Agricultural Zoning District; and,

WHEREAS, the Subject Property was approved annexation within the City on May 14, 2024 and is automatically classified in the R-1 Single-Family Suburban Residence District as set forth in Section 10-3-4 of the Unified Development Ordinance; and,

WHEREAS, the Applicant desires to rezone the Subject Property into the A-1 Agricultural Zoning District; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on April 10, 2024, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-12 and made findings of fact and recommendation to the Mayor and City Council (the "*Corporate Authorities*") for approval of the rezoning; and,

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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 herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described as:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF

BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST

1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET;

THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

with **Property Index Numbers 02-08-300-008, 02-08-300-011, and 02-08-300-012** into the A-1 Agricultural Zoning District.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

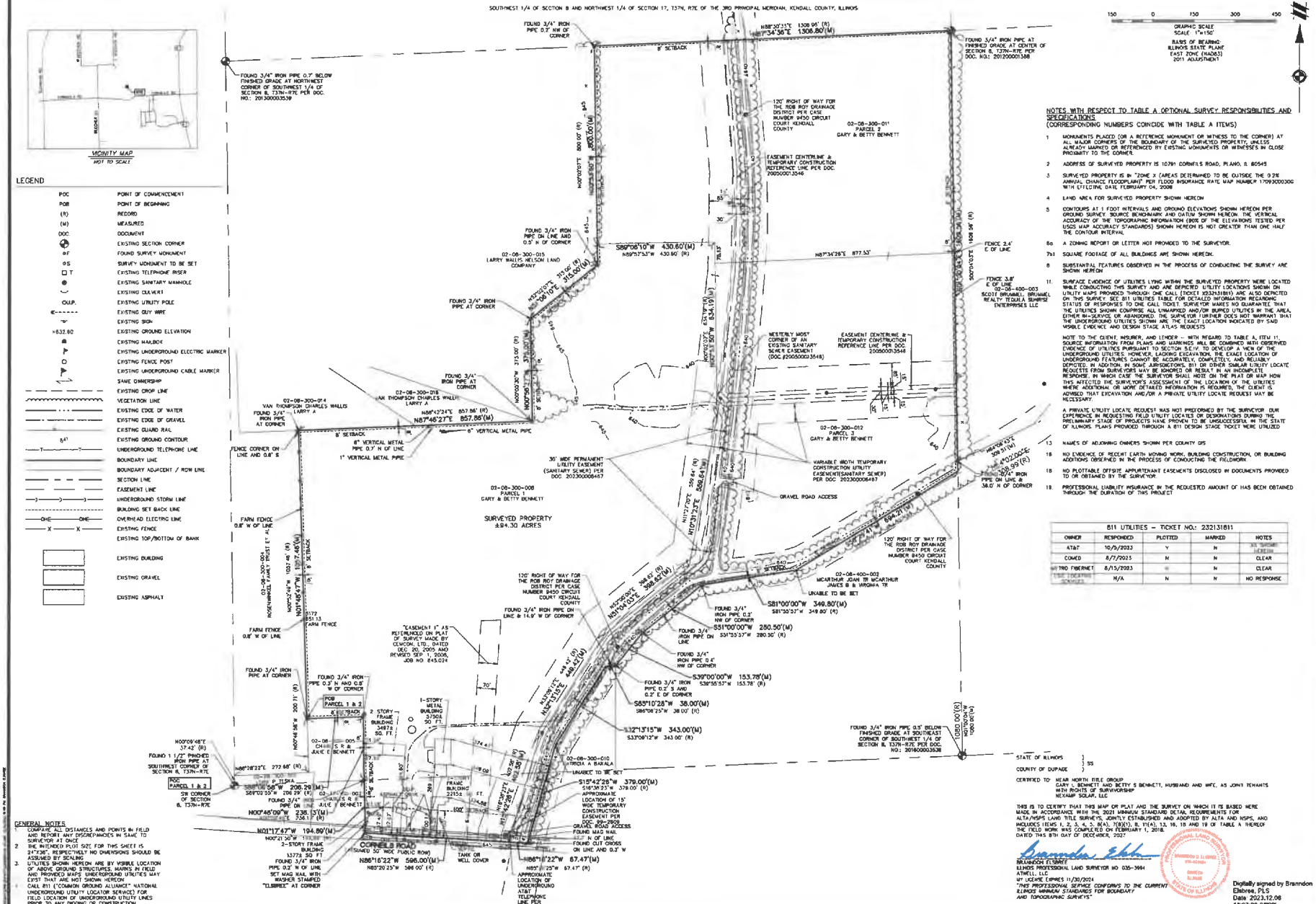
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

EXHIBIT A

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



NOTES WITH RESPECT TO TABLE A OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

(CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. ADDRESS OF SURVEYED PROPERTY IS 10781 CORNELIS ROAD, PLANO, IL 60545
3. SURVEYED PROPERTY IS IN "ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)" PER FLOOD INSURANCE RATE MAP NUMBER 17093C0030G WITH EFFECTIVE DATE FEBRUARY 04, 2008
4. LAND AREA FOR SURVEYED PROPERTY SHOWN HEREON
5. CONTOURS AT 1 FOOT INTERVALS AND GROUND ELEVATIONS SHOWN HEREON PER GROUND SURVEY. SOURCE BENCHMARK AND DATUM SHOWN HEREON. THE VERTICAL ACCURACY OF THE TOPOGRAPHIC INFORMATION (80% OF THE ELEVATIONS TESTED PER USGS MAP ACCURACY STANDARDS) SHOWN HEREON IS NOT GREATER THAN ONE HALF THE CONTOUR INTERVAL.
6a. A ZONING REPORT OR LETTER NOT PROVIDED TO THE SURVEYOR.
7b1. SQUARE FOOTAGE OF ALL BUILDINGS ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON
11. SURFACE EVIDENCE OF UTILITIES LYING WITHIN THE SURVEYED PROPERTY WERE LOCATED WHILE CONDUCTING THIS SURVEY AND ARE DEPICTED. UTILITY LOCATIONS SHOWN ON UTILITY MAPS PROVIDED THROUGH ONE CALL (TICKET #232131811) ARE ALSO DEPICTED ON THIS SURVEY. SEE 811 UTILITIES TABLE FOR DETAILED INFORMATION REGARDING STATUS OF RESPONSES TO ONE CALL TICKET. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMAPPED AND/OR BURIED UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED BY SAID VISIBLE EVIDENCE AND DESIGN STAGE ATLAS REQUESTS

NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

A PRIVATE UTILITY LOCATE REQUEST WAS NOT PREFORMED BY THE SURVEYOR. OUR EXPERIENCE IN REQUESTING FIELD UTILITY LOCATES OR DESIGNATIONS DURING THE PRELIMINARY STAGE OF PROJECTS HAVE PROVEN TO BE UNSUCCESSFUL IN THE STATE OF ILLINOIS. PLANS PROVIDED THROUGH A 811 DESIGN STAGE TICKET WERE UTILIZED

13. NAMES OF ADJOINING OWNERS SHOWN PER COUNTY GIS
18. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
19. NO PLOTTABLE OFFSITE APPURTENANT EASEMENTS DISCLOSED BY DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT

811 UTILITIES – TICKET NO.: 232131811

OWNER	RESPONDED	PLOTTED	MARKED	NOTES
AT&T	10/5/2023	Y	N	
COMED	8/7/2023	N	N	CLEAR
TRD FIBERNET	8/15/2023	N	N	CLEAR
	N/A	N	N	NO RESPONSE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

CERTIFIED TO: NEXAMP NORTH EXLE GROUP
GARY L. BENNETT AND BETTY S BENNETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
NEXAMP SOLAR, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8(A), 7(B)(1), 8, 11(A), 13, 16, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 1, 2018.
DATED THIS 8TH DAY OF DECEMBER, 2022

Brandon Elsbree
BRANDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2024
"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS"

DigitalSy signed by Brenndon Elsbree, PLS
Date: 2023.12.08 15:07:03-08'00'

Know what's below. Call before you dig.
811

ATWELL
800.800.4200
1230 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

SECTION 8 | TOWN 37 NORTH, RANGE 7 EAST | BRISTOL TOWNSHIP | KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
CORNELIS ROAD SOLAR
KENDALL COUNTY, IL

DATE: 12/6/2023

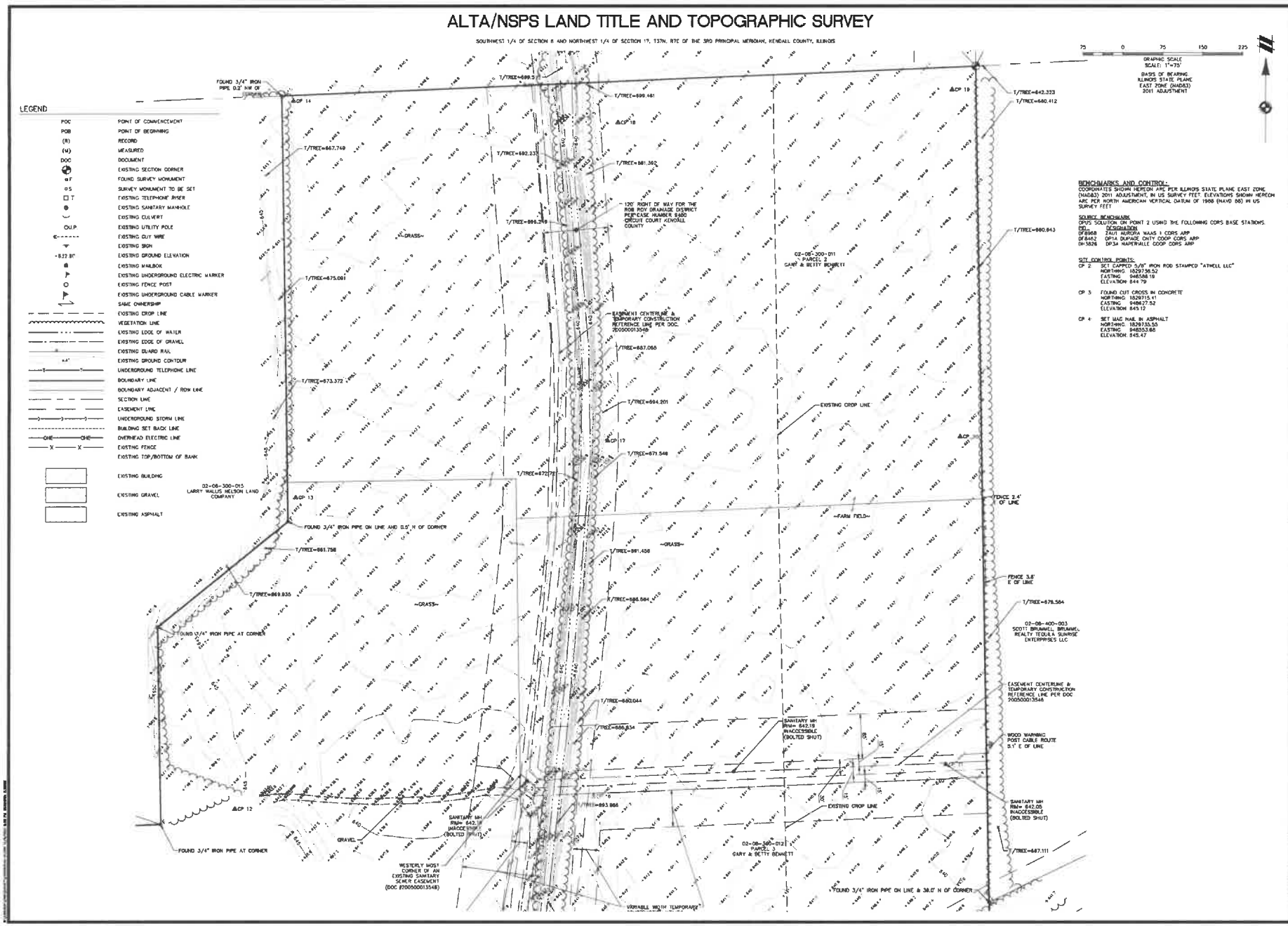
REVISIONS

SCALE: 0 75 150
1" = 150 FEET
DR. JT CH. BDE
P.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 1 OF 3

CAD FILE: 23003931ASP-01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS



811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR ATWELL LLC SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY BY THE MERE OF PERSONS ENGAGED IN THE WORK, OF ANY MEANS, STRUCTURES, OR OF ANY OTHER PERSONS

COPYRIGHT © 2023 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

ATWELL
630.850.4200 www.atwell-group.com
1220 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM 184-005978

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

NEXAMP SOLAR, LLC

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

CORNELL'S ROAD SOLAR
KENDALL COUNTY, IL

DATE 12/6/2023

REVISIONS

SCALE 0 37.5 75
1" = 75 FEET

DR. JT CH. BDE
FIELD B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 2 OF 3

CAD FILE: 23003931ALTA-01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635-166. COMMITMENT DATE: SEPTEMBER 8, 2022 AT 7:00 A.M.

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 31°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°03'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE, 386.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST, 372.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°03'33" EAST, 208.71 FEET; THENCE SOUTH 00°46'56" EAST, 200.71 FEET TO THE POINT OF BEGINNING, EXCEPT THEREOF THAT PART CONVEYED TO THE YORKVILLE-BRISTOL SANITARY DISTRICT BY DOCUMENT 2005000013546 AND ALSO EXCEPT THAT PART CONVEYED TO THE RAYMOND DRAINAGE DISTRICT BY DOCUMENT 2005000013547, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET, THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 31°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°03'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 13°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 386.0 FEET; THENCE NORTH 00°46'56" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 200.71 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 994.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 31°55'57" WEST 280.50 FEET; THENCE SOUTH 39°03'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 13°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 386.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 994.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°03'33" EAST, 208.71 FEET; THENCE SOUTH 00°46'56" EAST, 200.71 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 11°27'33" EAST, 449.47 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'33" EAST, 634.18 FEET; THENCE NORTH 88°57'33" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 3
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 31°55'57" WEST 280.50 FEET; THENCE SOUTH 39°03'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 13°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 386.0 FEET; THENCE NORTH 00°46'56" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 200.71 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 994.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°03'33" EAST, 208.71 FEET; THENCE SOUTH 00°46'56" EAST, 200.71 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 11°27'33" EAST, 449.47 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'33" EAST, 634.18 FEET; THENCE NORTH 88°57'33" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SURVEYOR'S TITLE RESPONSE TO SURVEY RELATED SCHEDULE B PART II EXCEPTIONS WITHIN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1808635-166. COMMITMENT DATE: SEPTEMBER 6, 2022

SCHEDULE B PART II EXCEPTIONS NUMBERS 1-8 ARE NOT SURVEY RELATED MATTERS AND INTENTIONALLY NOT LISTED BELOW

9. EASEMENT IN FAVOR OF THE COUNTY OF KENDALL AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED FEBRUARY 19, 1999 AS DOCUMENT 99-2809.
RESPONSE: AS SHOWN HEREON

10. 'EASEMENT 1' AS REFERENCED ON PLAT OF SURVEY MADE BY CEMCON, LTD., DATED DECEMBER 20, 2005 AND REVISED SEPTEMBER 1, 2006, JOB NO 643.024, AFFECTING THAT PART OF THE LAND AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°45'20" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.89 FEET, THENCE NORTH 87°31'55" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 373.06 FEET; THENCE NORTH 01°43'28" WEST, 200.73 FEET; THENCE NORTH 01°48'32" WEST, 337.81 FEET; THENCE NORTH 88°11'08" EAST, 849.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE NORTH 88°11'08" EAST, 70.33 FEET; THENCE SOUTH 03°43'22" WEST, 815.29 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 86°16'38" WEST ALONG SAID CENTER LINE, 70.00 FEET; THENCE NORTH 03°43'22" EAST, 808.50 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS
RESPONSE: AS SHOWN HEREON

11. EASEMENT FOR DRAINAGE LINE ACROSS THE LAND AS DISCLOSED BY PROCEEDINGS IN CASE NUMBER 9450 CIRCUIT COURT KENDALL COUNTY, ILLINOIS
RESPONSE: AS SHOWN HEREON

12. GRANT OF EASEMENT TO THE YORKVILLE-BRISTOL SANITARY DISTRICT, GRANTOR DO HEREBY GRANT AND CONVEY TO GRANTEE, YORKVILLE-BRISTOL SANITARY DISTRICT, A BODY CORPORATE AND POLITIC OF BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, REMOVE, REPLACE AND RECONSTRUCT SANITARY SEWER PIPELINE, TOGETHER WITH SUCH EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT IN CONNECTION WITH THE PROPERTY FUNCTIONING OF SUCH SEWER PIPELINE, OVER, ALONG, UPON, ACROSS AND UNDER THE STRIP OF REAL ESTATE LEGALLY DESCRIBED IN ATTACHED EXHIBIT A; FURTHER, THE GRANTOR GRANT TO GRANTEE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE EASEMENT FOR ALL PURPOSES INCIDENTAL TO THE GRANTEE'S EXERCISE OF THE EASEMENT RIGHTS HEREIN GRANTED. FINALLY, GRANTOR GRANTS TO GRANTEE A TEMPORARY CONSTRUCTION EASEMENT OVER, ALONG, UPON, ACROSS AND UNDER THE TRACT OF REAL ESTATE DESCRIBED IN ATTACHED HERETO, DATED APRIL 27, 2005 AND RECORDED MAY 18, 2005 AS DOCUMENT 2005000013546
RESPONSE: AS SHOWN HEREON

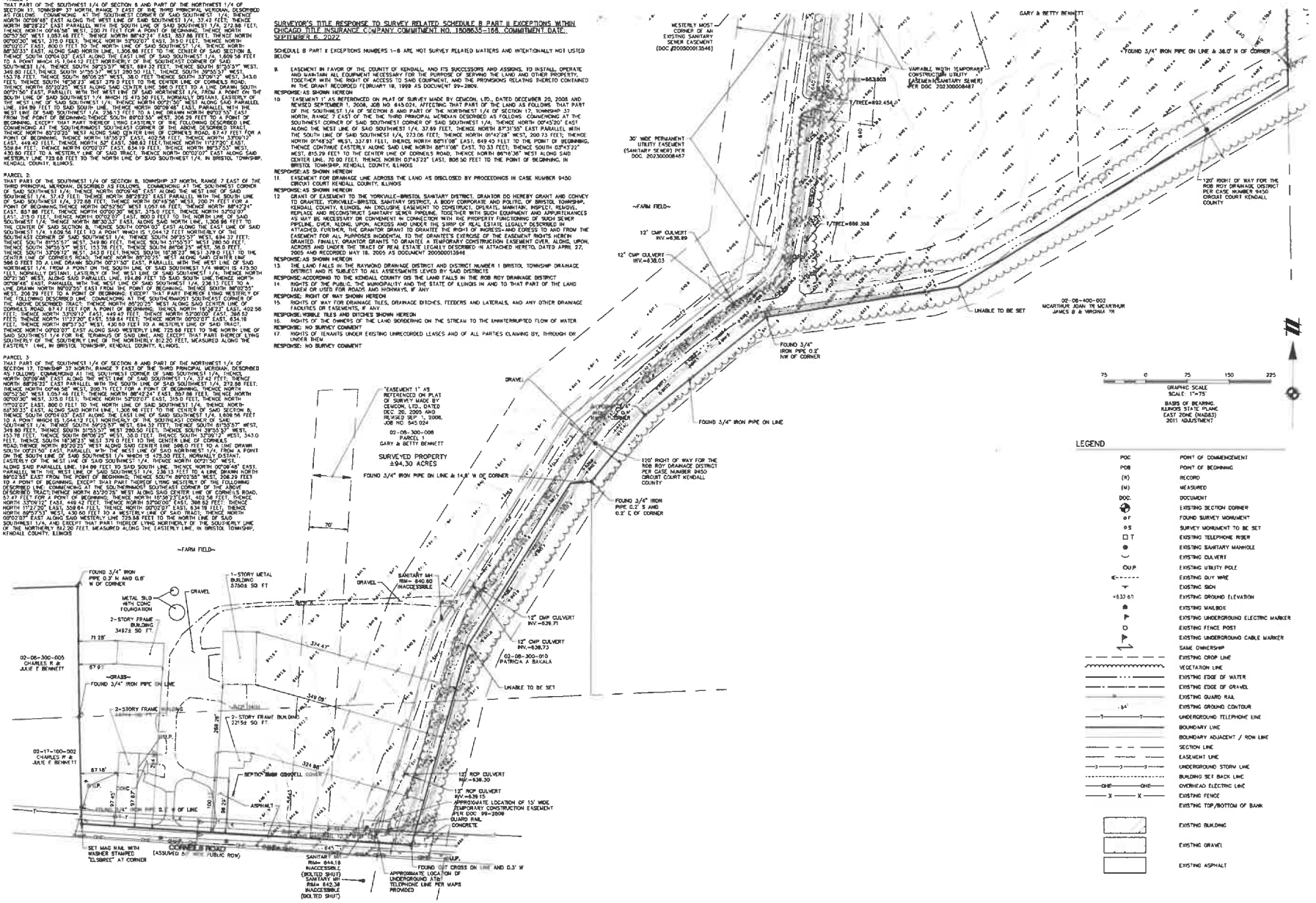
13. THE LAND FALLS IN THE RAYMOND DRAINAGE DISTRICT AND DISTRICT NUMBER 1 BRISTOL TOWNSHIP DRAINAGE DISTRICT AND IS SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICTS
RESPONSE: ACCORDING TO THE KENDALL COUNTY GIS THE LAND FALLS IN THE ROB ROY DRAINAGE DISTRICT

14. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS AND HIGHWAYS, IF ANY
RESPONSE: RIGHT OF WAY SHOWN HEREON

15. RIGHTS OF WAY FOR DRAINAGE TILES, DRAINAGE DITCHES, FEEDERS AND LATERALS, AND ANY OTHER DRAINAGE FACILITIES OR EASEMENTS, IF ANY
RESPONSE: VISIBLE TILES AND DITCHES SHOWN HEREON

16. RIGHTS OF THE OWNERS OF THE LAND BORDERING ON THE STREAM TO THE UNINTERRUPTED FLOW OF WATER
RESPONSE: NO SURVEY COMMENT

17. RIGHTS OF TENANTS UNDER EXISTING UNRECORDED LEASES AND OF ALL PARTIES CLAIMING BY, THROUGH OR UNDER THEM
RESPONSE: NO SURVEY COMMENT



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(R)	RECORD
(M)	MEASURED
DOC.	DOCUMENT
	EXISTING SECTION CORNER
	FOUND SURVEY MONUMENT
	SURVEY MONUMENT TO BE SET
T	EXISTING TELEPHONE RISER
	EXISTING SANITARY MANHOLE
	EXISTING CULVERT
U.P.	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING SIGN
630.61	EXISTING GROUND ELEVATION
	EXISTING MAILBOX
	EXISTING UNDERGROUND ELECTRIC MARKER
	EXISTING FENCE POST
	EXISTING UNDERGROUND CABLE MARKER
	SAME OWNERSHIP
	EXISTING CROP LINE
	VEGETATION LINE
	EXISTING EDGE OF WATER
	EXISTING EDGE OF GRAVEL
	EXISTING GUARD RAIL
84'	EXISTING GROUND CONTOUR
T T	UNDERGROUND TELEPHONE LINE
	BOUNDARY LINE
	BOUNDARY ADJACENT / ROW LINE
	SECTION LINE
	EASEMENT LINE
	UNDERGROUND STORM LINE
	BUILDING SET BACK LINE
OHE OHE	OVERHEAD ELECTRIC LINE
X X	EXISTING FENCE
	EXISTING TOP/BOTTOM OF BANK
	EXISTING BUILDING
	EXISTING GRAVEL
	EXISTING ASPHALT

811 Know what's below. Call before you dig.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO FOLLOW SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY HEREBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT Notice: © ATWELL, LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

ATWELL
(888) 850-4300 www.atwell-group.com
1230 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM # EL 184.006379

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

NEXAMP SOLAR, LLC
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
CORNELIS ROAD SOLAR
KENDALL COUNTY, IL

DATE 12/8/2023

REVISIONS

SCALE 1" = 75 FEET (0, 37.5, 75)
DR. JT CH. BDE
P.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 3 OF 3

CAD FILE: 23003931ALTA-01.DWG

Packet materials from 4/10/24 PZC meeting to follow

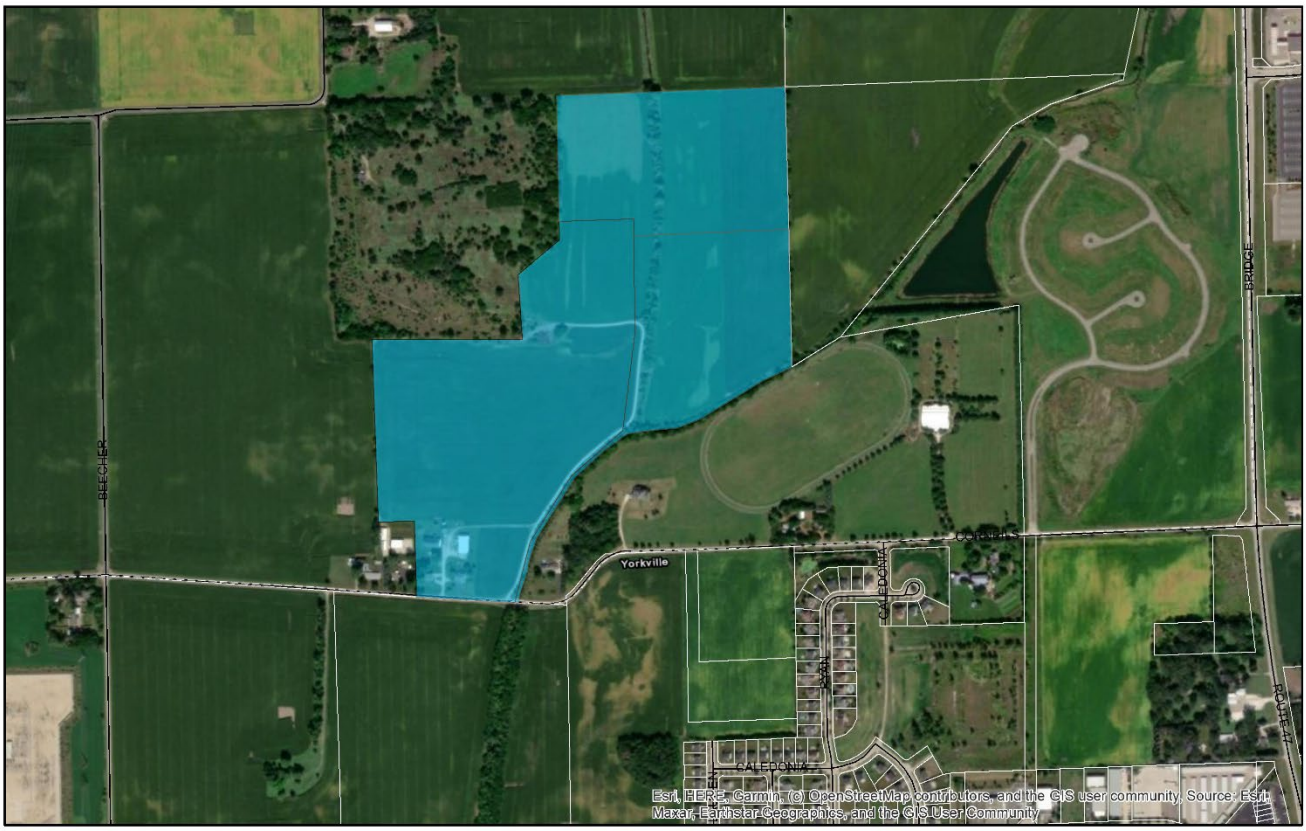
Memorandum

To: Planning and Zoning Commission
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 2, 2024
Subject: **PZC 2024-05 Corneils Road Solar, LLC/Nexamp, Inc. (Bennett)**
Annexation, Rezoning and Special Use

BACKGROUND AND PROJECT DESCRIPTION:

The petitioner, Daniel Kramer on behalf of Nexamp dba Corneils Road Solar, LLC, contract leasee, is requesting annexation, rezoning, and special use permit approval to construct a 5-megawatt (MW) alternating current (AC) freestanding community solar farm. As part of the request, the petitioner is seeking to annex three (3) unincorporated agricultural parcels (#02-08-300-008, 02-08-300-011, and 02-08-300-012). The owners of the real property are Gary and Betty Bennett.

The proposed 31-acre solar farm will be situated on approximately 94 acres of existing farmland located in unincorporated Kendall County immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street). The property also consists of an existing farm homestead with accessory buildings.



Cornelis Solar Farm Location Map

United City of Yorkville, Illinois
Date: Febuary 21, 2024
File Location: I:\ARCGIS TEMPLATES:\Cornelis Solar Farm Loation Map

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-08-300-008, 02-08-300-011, and 02-08-300-012, totaling approximately 94-acres for the purpose of constructing and operating a community solar farm on approximately 31 acres of the annexed area. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately south of Corneils Road (Westbury South Village) and abutting to the east is the Westbury East Village. Both developments are unimproved but are entitled for mixed-use planned unit developments.

Annexation is contingent upon City Council approval of a requested rezoning to A-1 Agricultural District and special use authorization for the solar farm.

A draft annexation agreement has been provided for review and comment. A Plat of Annexation is required as an exhibit to the annexation agreement. A public hearing for the proposed annexation is set for April 23, 2024 before the City Council.

REZONING REQUEST:

Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the A-1 Agricultural District. This zoning classification would permit the continued farm use on the remainder of the annexed land.

Table 10-3-12(B) Alternative Energy Uses of the United City of Yorkville's Unified Development Ordinance identifies solar farms as special uses in the A-1 Agricultural District. Section 10-8-12 of the Unified Development Ordinance also states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

The subject property is currently located in unincorporated and zoned A-1 Special Use in Kendall County. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 SU/ M-3 SU (Unincorporated Kendall County)	Agriculture/ Trans/Communication/Utility
South	Corneils Road R-4 (Westbury South Village PUD)	Transportation/Agriculture
East	R-2, R-4, B-3 (Westbury East Village) Rob Roy Creek	Agriculture/Undeveloped Residential/Tributary
West	A-1 (Unincorporated Kendall County)	Residential/Agriculture

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates the future land use for this property as Estate/Conservation Residential (ERC). The Estate/Conservation Residential (ERC) designation is generally intended for future neighborhood developments that promotes flexibility in residential design, accommodates low density detached single family housing, and is sensitive to environmental and scenic features of the area and utilized this land use designation as a "holding" classification for those areas, particularly on the outskirts or along the perimeter of the City's corporate boundaries that lacked the public infrastructure to support the development of the land within the 10-year timeline of the plan.

While the proposed A-1 Agricultural District is not dissimilar to the large lot/low density residential envisioned for the ERC future land use designation, an amendment to the Comprehensive Plan would be required if the rezoning is approved.

SPECIAL USE REQUEST:

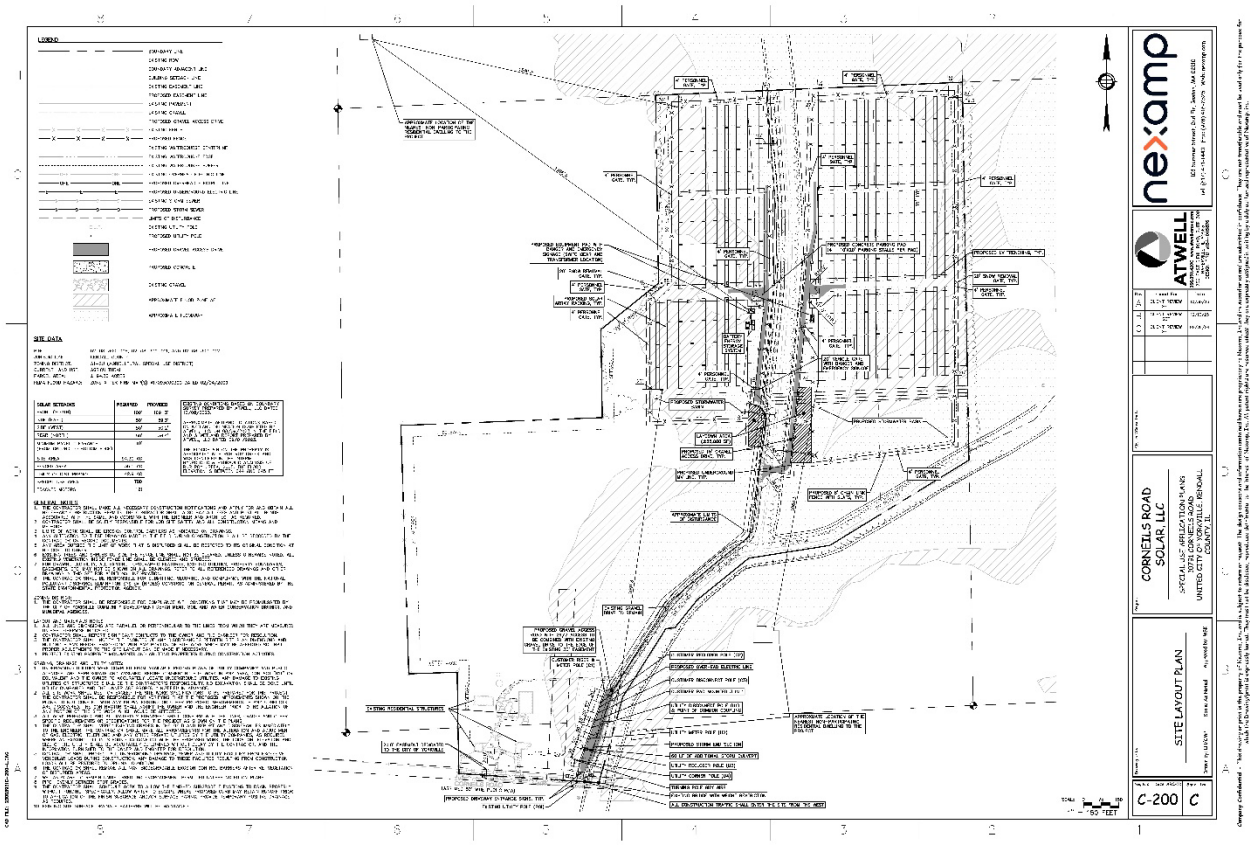
Simultaneously with the rezoning request, the applicant is seeking special use authorization. Below is a summary of the various components of the proposed 31-acre commercial solar farm development.

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City's Unified Development Ordinance provides setbacks specific for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required, excluding fences, for ground-mounted solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (South)	100 feet	~1,691.3 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	~ 56.4 feet
Side (East)	50 feet from nonresidential/100 feet from residential	~ 59.3 feet
Side (West)	50 feet from nonresidential/100 feet from residential	~50.2 feet

- It is noted within the project narrative there is a reference to the proposed solar system being over 1,000 feet from the nearest residential structure (from nearest existing residential structure to nearest proposed module).



The proposed commercial solar farm will consist of approximately 11,592 modules installed over ~31-acres of the existing farmland and enclosed within a fenced area, per the project narrative. The system will include two (2) central inverters and 1-2 transformers, per the Decommissioning Plan. Additionally, the inverters and transformers will be located within the fence and mounted on a concrete pad. The petitioner will enter a twenty (20) year lease with the property owner to operate the proposed community solar farm. The lease also has an option to extend the lease term for one (1) ten (10) year term and then for one or both of two (2) additional five (5) year terms.

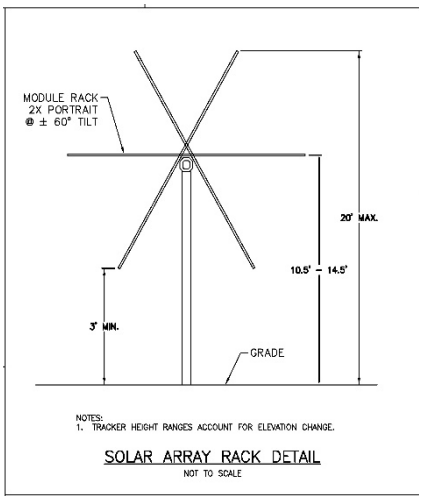
ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

Section 10-4-13: Alternative Energy Systems of the Unified Development Ordinance identifies solar energy systems (solar farms) as a special use within all zoning districts and establishes regulations which were

used in the review of this request. The following describes how the proposed plan meets the regulations for Freestanding Solar Energy Systems:

Height

The maximum height for solar systems, equipment, and structures shall not exceed thirty feet (30') in height when ground mounted, per Section 10-4-13B.6 in the Unified Development Ordinance. The petitioner has submitted an exhibit (Sheet C-500 B Standard Details) illustrating a maximum solar array height as approx. 20 feet at maximum tilt. Additionally, the petitioner's exhibit (Sheet C-06 A Standard Details) indicates a minimum solar array clearance as three (3) feet.

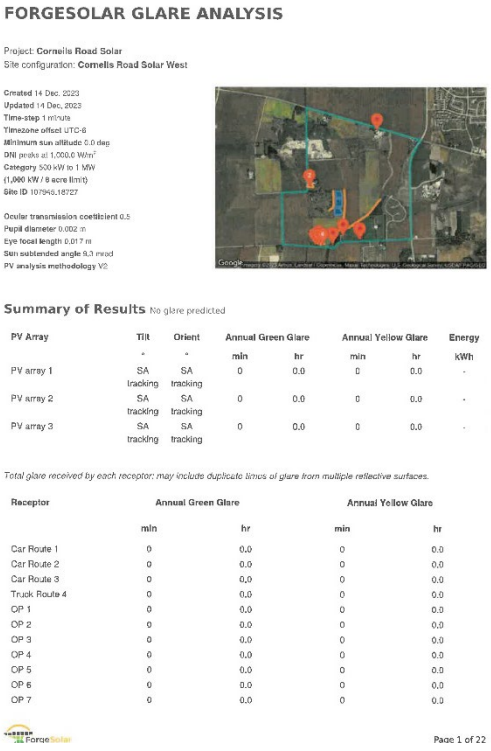


Distance from Residential Properties

In addition to meeting the required minimum setbacks, the closest array/module of the proposed solar farm will be ~1,336 feet from the property line of the nearest unincorporated residence located northwest on E. Beecher Road. Further, the overall solar farm project area is approximately 2,000 feet from the nearest residentially platted Yorkville property in the Caledonia subdivision located to the south.

Glare

Per the Unified Development Ordinance regarding Alternative Energy Systems for solar farms, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day.



FORGESOLAR GLARE ANALYSIS

Project: Cornelis Road Solar
Site configuration: Cornelis Road Solar West

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m²
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107945.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0

ForgeSolar

Page 1 of 22

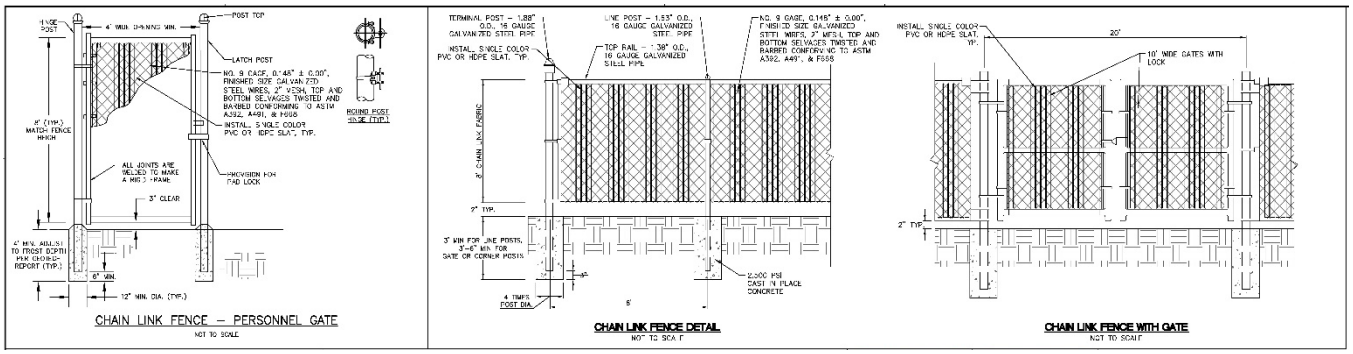
The petitioner has provided a Forgesolar Glare Analysis of three (3) observation points where glare could potentially be seen emitting from the PV arrays as either "green glare" of "yellow glare". Green glare is defined as a glare with low potential to cause an after image (flash blindness) when observed prior to a typical blink response time. While yellow glare is a glare with a higher potential to cause an after image when observed prior to a typical blink response. According to the analysis summary, none of the three (3) observation points produced a yellow or green glare at any time during the day light hours.

Additionally, the petitioner also states the solar modules will be treated with anti-reflective coating to further minimize glare. Staff defers to the City Engineer, who **recommends** a photometric plan will need to be provided as part of the final engineering plans.

Fencing

The petitioner had originally proposed an eight (8) foot tall, fixed knot farm fence to surround the perimeter of the solar farm with a 20-foot-wide double swinging vehicle access gate. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, systems, equipment, and structures in solar farms shall be fully enclosed and secured by fence or wall with a height of eight (8) feet in height. Per staff's recommendation,

the fence has been revised to an 8' tall, galvanized chain link fence with PVC or HDPE slats, as illustrated below.



Noise

Per the petitioner's project summary, the transformer is the greatest source of noise on the property. As proposed, the transformer will be centrally located within the fenced area on either side of the 100' water course buffer. The transformer is located about 1,966 feet to the nearest residences located to the northwest on E. Beecher Road. Noise levels measured at the property line will not exceed fifty (50) decibels.

Accessory Use

Section 10-4-13-A-2 of the Unified Development Ordinance states that alternative energy systems shall be an accessory to the principal permitted use. The proposed solar farm will be accessory to the existing agricultural/farming land use, as only portion of the overall land is proposed for the community solar farm use (approx. 31.0 acres of 94 acres or ~33%). Additionally, the solar farm may occupy up to 80% of a given parcel. At this time, the petitioner is not seeking to consolidate the three (3) parcels. Therefore, the maximum coverage of the solar panels on each lot is provided on the table to the right.

PARCEL	AREA	MAXIMUM LOT COVERAGE
02-08-300-011	23.60	18.88 acres
02-08-300-008	47.75	38.20 acres
02-08-300-012	21.94	17.55 acres

Signage

Per Section 10-4-13B.9.a.(1) and (2) of the Yorkville Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm. Additionally, signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed. The petitioner has provided plans that indicates contact information signage will be located on the solar farm's fence.

Utilities and Electric Service Provider

Per Section 1-4-13B.4 of the Unified Development Ordinance, power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground. The proposed community solar farm will not require public utilities such as water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd system includes electrical cables installed underground for the entire project with the exception of a series of overhead poles (approx. 4) for a wire connection near Corneils Road.

The petitioner has provided evidence that the electric utility service has been notified of the owner's intent to install an interconnected customer owned electricity generator. A copy of an Interconnection Agreement, as prepared by ComEd dated 03/2/2023.

Access Road/Corneils Road Improvements

The proposed site access is via Corneils Road through an existing gravel driveway. The plan proposes to connect a new 15' wide gravel access drive into the fenced area with the solar system. The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits. Per Section 10-4-13B.5 of the Unified Development Ordinance, off street parking provided on-site shall be on a paved and gravel roads are not permitted. Petitioner has provided details regarding the proposed material for the access road, and staff defers to the City Engineer for approved roadway composition.

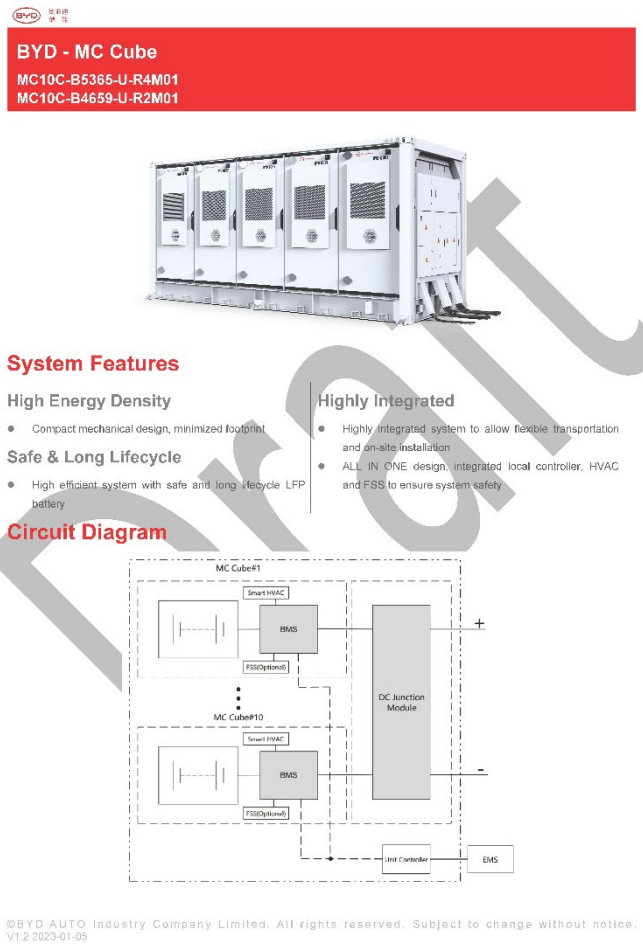
Per the City Engineer's review comments dated March 13, 2024, the proposed annexation will include potions of Corneils Road, therefore **staff recommends** dedication of a 40' right-of-way. In addition, since Corneils Road is currently not constructed to City standards, improvements will be required, **staff is also recommending** in place of the petitioner constructing the improvements, they pay the value of the roadway improvements per the City Engineer's estimate.

Landscape Plan

While landscaping is not required for solar farm uses, the petitioner had provided a landscape mix consistent with IDOT's class 7 seed mix outside fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels. Review comments have been provided by the consultant, Hey & Associates, on the proposed landscape plan.

Abandoned Systems

In the Unified Development Ordinance, Section 10-4-13-A.3 states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, the petitioner has provided a decommission plan narrative and construction estimate of $540,900.13 at year 25 with a 3% annual inflation rate. Per the City Engineer's review comments in a letter dated March 13, 2024, staff finds the value acceptable. Therefore, **staff recommends** a security guarantee in this amount of 120% of the approved removal cost value and the estimate will need to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition of the Special Use approval.



In addition to the security guarantee, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

Battery Energy Storage System

The proposal also includes a Battery Energy Storage system located on the west side of the Rob Roy Creek drainage ditch, near the center of the fenced in solar farm. Per Table 10-3-12(B) Permitted and Special Uses in the Unified Development Ordinance, battery energy storage systems as primary uses are only permitted

Draft

in the manufacturing districts. Since this battery storage system appears to be an accessory use, staff has requested additional information on the system.

Upon review by the City's Building Code Official and the Bristol Kendall Fire District's (BKFD) Fire Marshal, **staff recommends** a minimum ten (10) foot setback from all structures on the property and the proposed battery energy storage system.

ENGINEERING COMMENTS:

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated January 10, 2024 revised February 15, 2024, and March 13, 2024. The petitioner has responded to the letter with comments provided February 28, 2024, which are attached for your review. The work items listed in the review letters dated January 10, 2024 revised February 15, 2024 and March 13, 2024 will become conditions for the Special Use and a requirement for issuance of a building permit.

RECENT UDO TEXT AMENDMENT

The City Council recently approved an amendment to the Unified Development Ordinance at their March 26, 2024 meeting establishing acceptable locations of solar farm developments within Yorkville which are as follows: (1) a minimum 1,000-foot buffer between the nearest solar array and a major roadway and (2) a minimum 1,000-foot buffer between the nearest solar array and the Fox River. The proposed location of the Corneils Road Solar Farm meets the above approved criteria.

REZONING STANDARDS

Section 10-8-12 Map Amendments establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request. The petitioner has provided answers to each of the criteria in the application these standards which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals, or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

Additional UDO standards:

1. The proposed Map Amendment s consistent with the Comprehensive Plan and the purposes of the UDO.
2. The proposed Map Amendment is consistent with the existing and planned uses and zoning of the nearby properties.
3. The subject property is suitable for the purposes of the proposed district.

4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by the adjacent parcels.
5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested rezoning district as specified in Section 10-3-9(A).

SPECIAL USE STANDARDS

Section 10-8-5-D states specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. 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.
2. 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 diminish and impair property values within the neighborhood in which it is to be located.
3. 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.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

STAFF RECOMMENDATIONS:

Staff recommends the following conditions to the special use:

1. A photometric plan will need to be provided as part of the final engineering plans.
2. Dedication of a 40’ right-of-way along Corneils Road.
3. In lieu of the petitioner constructing the improvements to Corneils Road, they pay the value of the roadway improvements, per the City Engineer’s approved probable estimated of construction cost to be escrowed and used for future Corneils Road improvements.
4. A security guarantee in this amount of 120% of the approved removal cost value as presented in a Decommissioning Plan prepared by Atwell, LLC dated 2/26/2024. Said estimate will need to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition of the Special Use approval.
5. A blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
6. A minimum ten (10) foot setback from all structures on the property and the proposed battery energy storage system.
7. Substantial conformance with Special Use Application Plans prepared by Atwell, LLC and submitted by Nexamp dated 02-26-2024
8. Compliance with the work items listed in the review letters prepared by Engineering Enterprises, Inc. dated January 10, 2024 revised February 15, 2024 and March 13, 2024.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Draft Special Use Ordinance
3. Draft Rezoning Ordinance
4. Revised Plan submittal date last revised 02/26/24
5. Construction Traffic exhibit dated 02/26/24
6. Engineer's Opinion of Probable Decommissioning Cost dated 2/26/24
7. EEI Comments with Atwell Responses submitted 02/28/24
8. EEI Comments dated 03/13/24
9. Hey & Associates Landscape Review Letter dated 03/14/24
10. Technical Specifications for Battery Storage Cube
11. Annexation Agreement Application
12. Rezoning Application
13. Special Use Application
14. Corneils Road Solar Project Narrative with Attachments
15. Option and Ground Lease Agreement dated 11-26-2022
16. Illinois Department of Agriculture Letter dated 12-5-23
17. Natural Resource Information Report dated January 2024
18. Plan Council Packet (12-08-2022)
19. Public Hearing Notices

CORNEILS ROAD SOLAR, LLC

A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

SPECIAL USE APPLICATION PLANS

DEVELOPMENT TEAM

PROJECT OWNER
NEXAMP, INC.
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (617) 431-1440

APPLICANT/CONTRACTOR
CORNEILS ROAD SOLAR, LLC
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (317) 760-3190
CONTACT: MATT KWIATKOWSKI

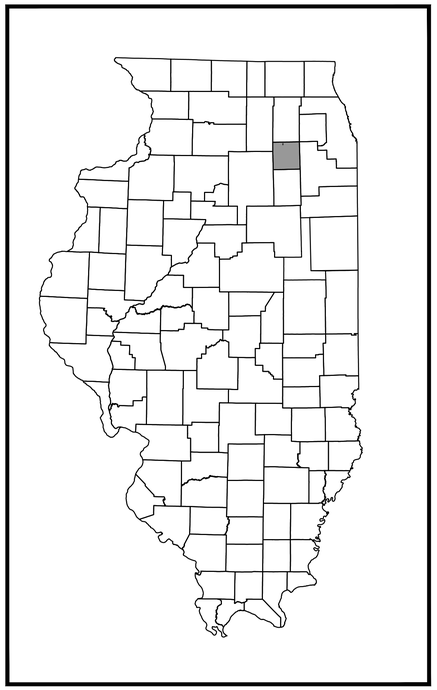
CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING
UNITED CITY OF YORKVILLE
651 PRARIE POINTE DRIVE
YORKVILLE, IL 60560
(630) 553-8573
CONTACT: KRYSTI BARKSDALE-NOBLE

HIGHWAY
UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT
651 PRAIRIE POINTE DRIVE
YORKVILLE, ILLINOIS, 60560
(630) 466-6700

EROSION & SEDIMENTATION
KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT
7775A ROUTE 47
YORKVILLE, IL 60560
(630) 553-5821 X 3
CONTACT: JULIE BROWN



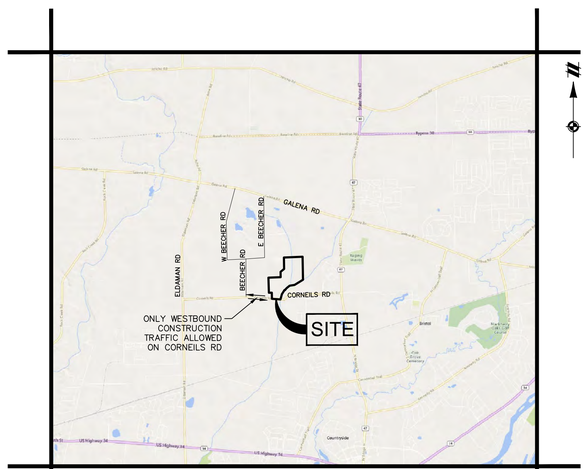
ILLINOIS
NOT TO SCALE

SHEET INDEX

C-000	COVER SHEET
C-100	EXISTING CONDITIONS PLAN
C-200	SITE LAYOUT PLAN
C-300	STORMWATER MANAGEMENT PLAN
C-400	LANDSCAPE PLAN
C-500	STANDARD DETAILS



KENDALL COUNTY
NOT TO SCALE



VICINITY MAP
SCALE: 1" = 5000'

Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

CAD FILE: 230039310-000-CV.DWG

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
COVER SHEET

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-000 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- 640 / 642 EXISTING CONTOUR
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- OHE EXISTING OVERHEAD ELECTRIC
- OHTV EXISTING OVERHEAD CABLE
- ROB ROY CREEK
- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING VEGETATION LINE
- SECTION CORNER
- OF FOUND IRON ROD
- ×F FOUND PK NAIL
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- T EXISTING TELEPHONE RISER
- EXISTING ELECTRIC MARKER
- oU.P. EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN:	02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION:	KENDALL COUNTY
ZONING DISTRICT:	A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE:	AGRICULTURAL
PARCEL AREA:	± 94.30 ACRES
FEMA FLOOD HAZARD:	ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR ZONING SETBACKS	REQUIRED
FRONT (SOUTH):	100'
SIDE (EAST):	50'
SIDE (WEST):	50'
REAR (NORTH):	50'

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

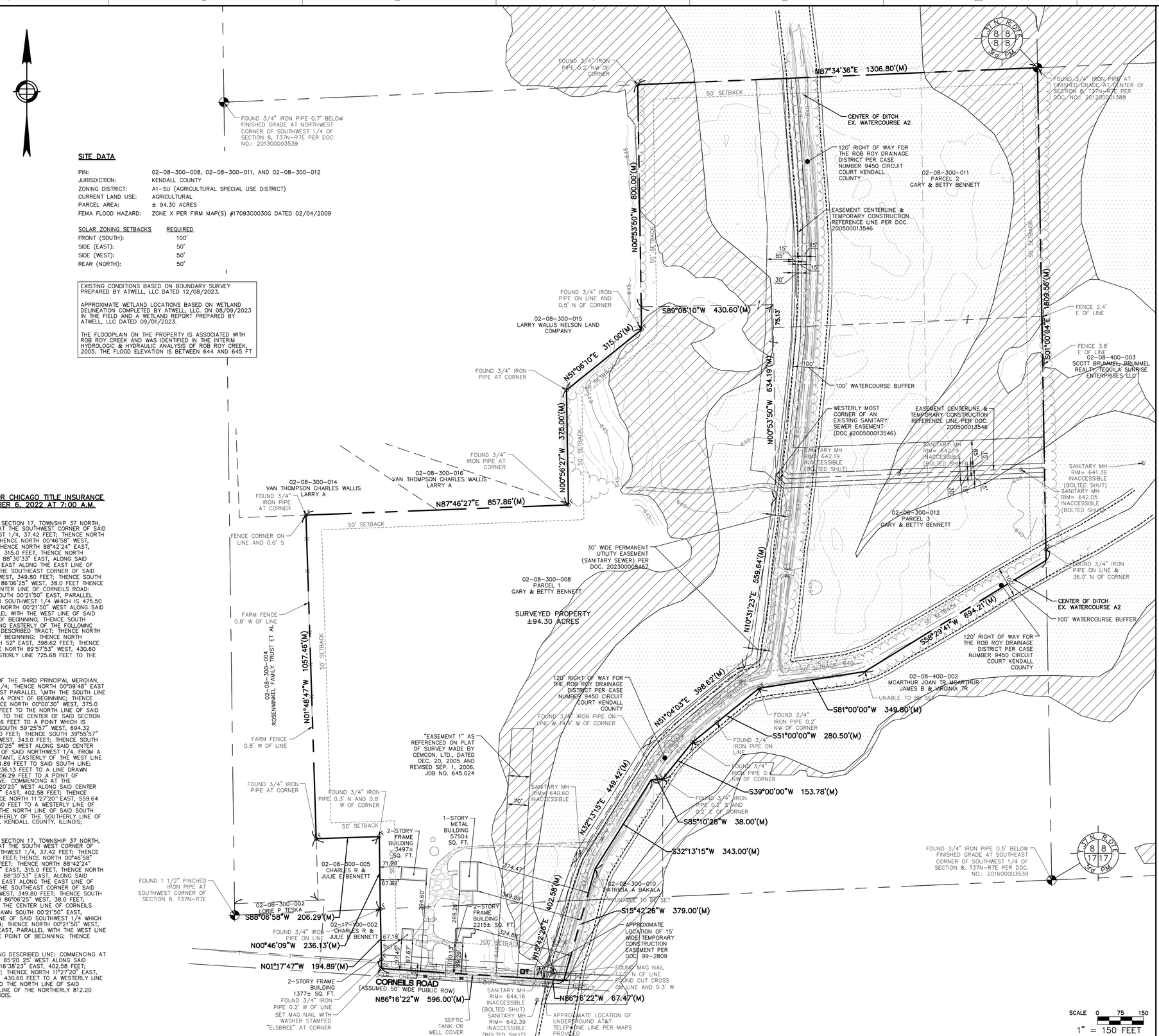
THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOMNC DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTH WEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20 25' WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELIS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
EXISTING CONDITIONS PLAN

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-100 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 23003931C-100-EC.DWG

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING PAVEMENT
- EXISTING GRAVEL
- PROPOSED GRAVEL ACCESS DRIVE
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LIMITS OF DISTURBANCE
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED CONCRETE
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN: 02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION: KENDALL COUNTY
ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE: AGRICULTURAL
PARCEL AREA: ± 94.30 ACRES
FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	100'	1691.3'
SIDE (EAST)	50'	59.3'
SIDE (WEST)	50'	50.2'
REAR (NORTH)	50'	56.4'
MINIMUM PANEL CLEARANCE (FROM GROUND TO BOTTOM EDGE)	10'	
SITE AREA	94.30 AC	
FENCED AREA	35.5 AC	
LIMITS OF DISTURBANCE	42.9 AC	
SPECIAL USE AREA	TBD	
TRACKER MOTORS	121	

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC. ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

ZONING DISTRICT:

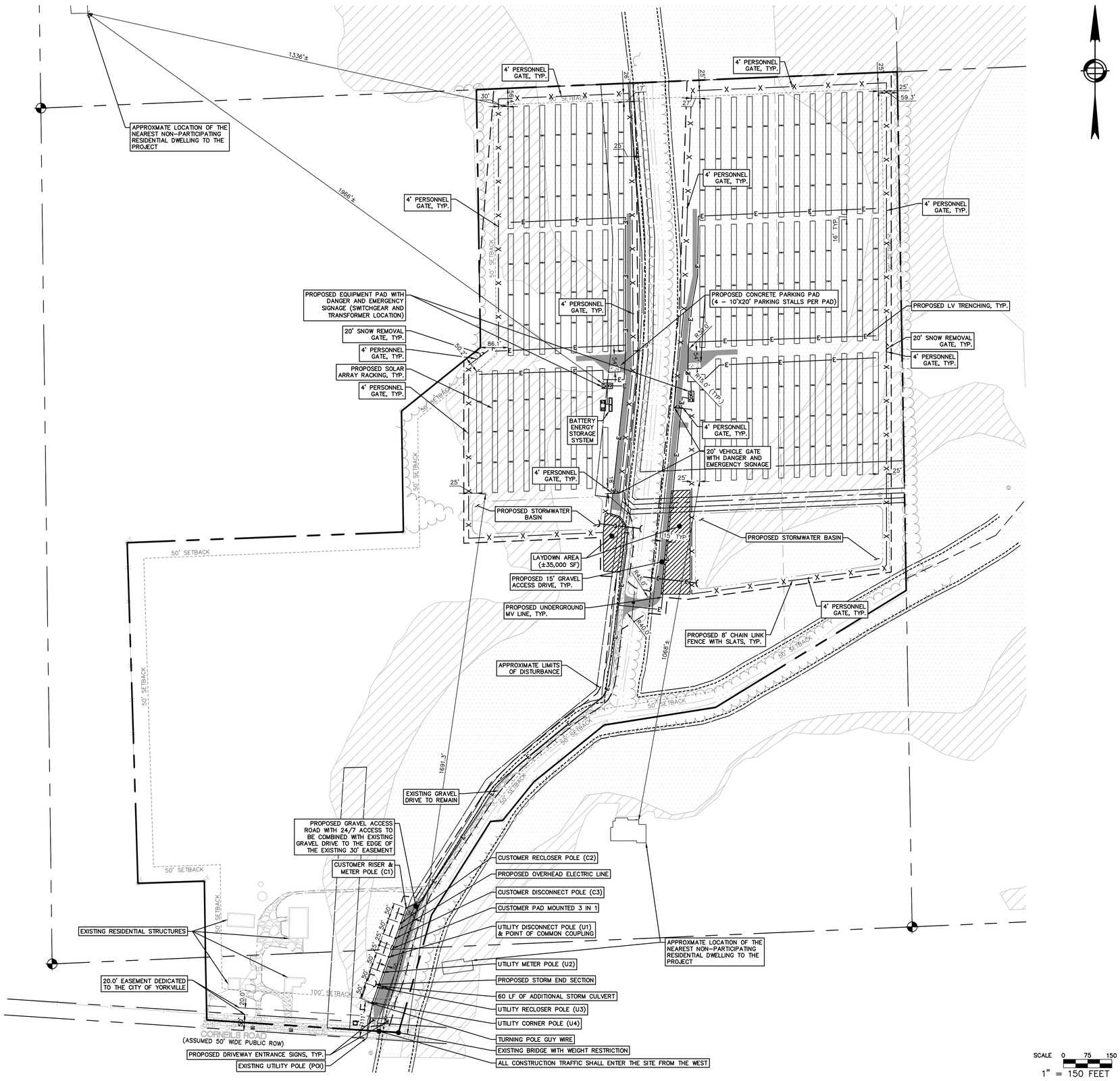
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE **CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.**

LAYOUT AND MATERIALS NOTES:

1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

GRADING, DRAINAGE AND UTILITY NOTES:

1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.



nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.0200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
SITE LAYOUT PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-200 Size: ARCH D Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23003931C-200-LDWG

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING CONTOUR (640 / 642)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LIMITS OF DISTURBANCE
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	94.30
TOTAL DISTURBED AREA (ACRES)	42.9
*EXISTING IMPERVIOUS AREA (ACRES)	0.8
*FINAL IMPERVIOUS AREA (ACRES)	2.1

*WITHIN LIMITS OF DISTURBED AREA

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC. ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

STORMWATER SUMMARY

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- THE DIFFERENCE BETWEEN THE TIME OF CONCENTRATION OF THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS WILL BE NEGLIGIBLE.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.

EROSION CONTROL AND SEDIMENTATION NOTES:

1. AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
3. ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEPT AT THE END OF EACH WORKING DAY.
4. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
5. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
6. SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
7. ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PAD AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILED FOR REUSE. EXCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
8. ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
9. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
10. TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDED SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
11. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES, AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE IN TACT.
12. DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
13. CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
14. ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
15. CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
16. OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
17. THE OVERALL DEVELOPMENT WILL BE RE-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
18. NO CONSTRUCTION ACTIVITIES, AS PART OF THE SITE DEVELOPMENT, SHALL OCCUR WITHIN ANY DELINEATED WETLANDS OR WETLAND BUFFERS, AS REQUIRED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

SOIL LEGEND

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A*	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
791B	RUSH SILT LOAM, 2 TO 4 PERCENT SLOPES	B
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

*OUTSIDE OF LIMITS OF DISTURBANCE

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B WAS USED WHERE INDICATED)

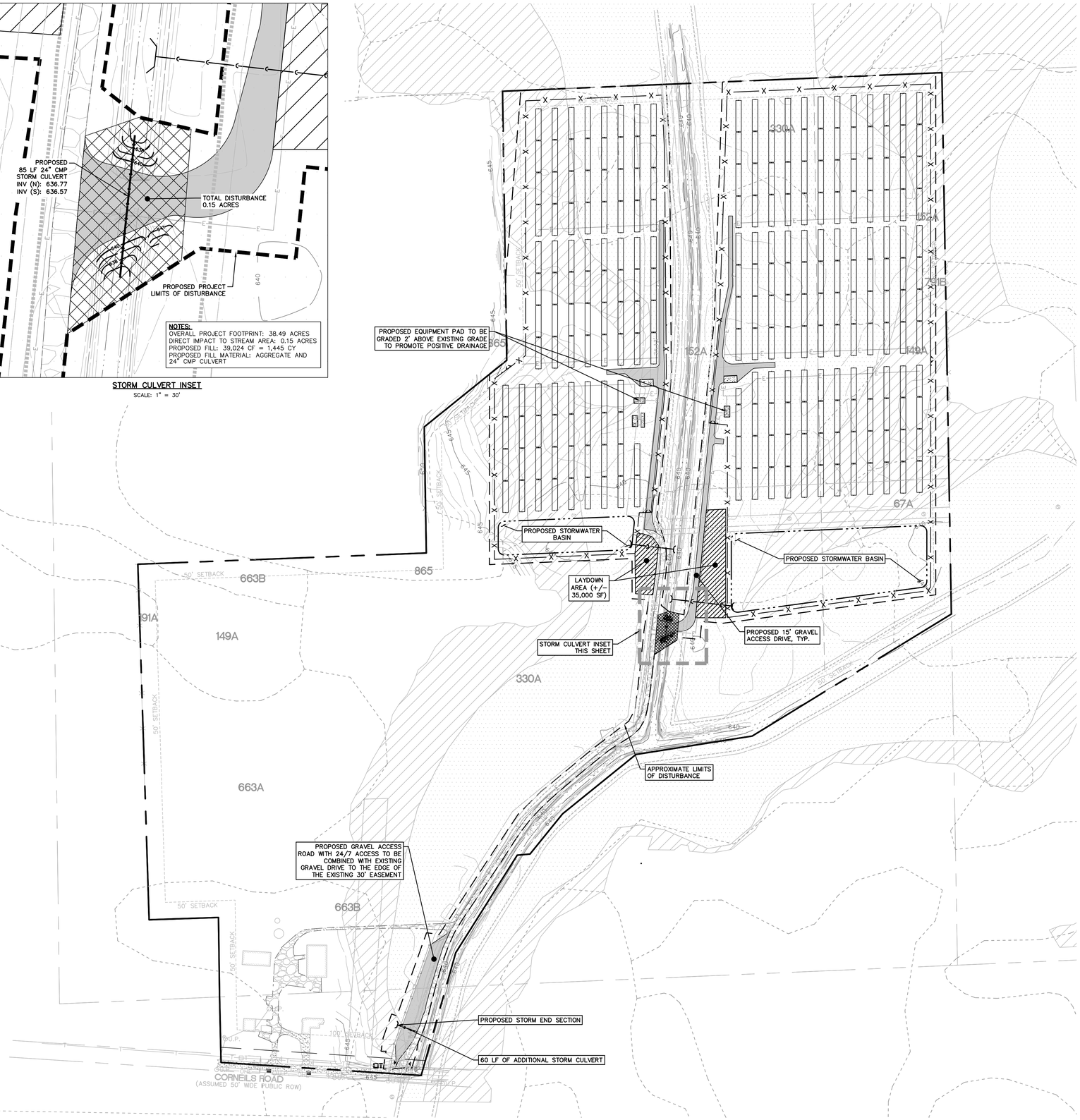
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	12.8
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	29.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.8
		COMBINED CN= **88**	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	MEADOW -CONT. GRASS (NON GRAZED)	58	28.5
C	MEADOW -CONT. GRASS (NON GRAZED)	71	12.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	2.1
		COMBINED CN= **64**	

STORM CULVERT INSET

SCALE: 1" = 30'



SCALE 0 75 150
1" = 150 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNETLS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
STORMWATER MANAGEMENT PLAN

Drawn by: LH/CNP | Scale: As Noted | Approved by: MBK

Dwg No: C-300 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. All patent rights are reserved unless they are expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. which the Drawing/print is expressly loaned.

CAD FILE: 230039310-300-GDWG

LEGEND

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING ROW
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING CONTOUR (640 / 642)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING OVERHEAD ELECTRIC (OHE)
- PROPOSED UNDERGROUND ELECTRIC (E)
- PROPOSED OVERHEAD ELECTRIC (OHE)
- EXISTING OVERHEAD CABLE (OHTV)
- EXISTING FENCE (X)
- PROPOSED FENCE (X)
- LIMITS OF DISTURBANCE
- EXISTING VEGETATION LINE
- PROPOSED POLLINATOR FRIENDLY SEED MIX
- PROPOSED IDOT CLASS 7 SEED MIX
- PROPOSED IDOT SEED MIX IN ROW
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- PROPOSED SHRUBS
- PROPOSED EVERGREEN TREE
- PROPOSED SHADE TREE

PLANTING NOTES:

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.

Natural Resource Services

Nexamp Representative Pollinator Friendly Seed Mix

Common Name	Scientific Name	% of Mix	Seeds/ft²
Grasses			
Sideoats Grama	Bouteloua curtipendula	34.25%	9.43
Prairie Brome	Bromus kalmii	0.80%	0.29
Plains Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
Forbs			
Common Yarrow	Achillea millefolium	0.44%	3.63
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Amorpha canescens	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkvetch	Astragalus canadensis	1.08%	0.84
Calico Aster	Symphyotrichum lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rudbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphyotrichum oolentangiense	0.16%	0.57
Ohio Spiderwort	Tradescantia ohiensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21

Seeding rate: 12.5 lbs./acre (75 sees/square foot)

2885 Quail Road NE, Sauk Rapids MN 56379

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

PLANT CALCULATIONS

ORDINANCE COMPLIANCE MATRIX

Acres: 42.9 acres

Street Frontage (Cornells Rd): 596.00 feet

USDA Zone: 5 (-20 degrees to -10 degrees)

Ch. 12, LANDSCAPE ORDINACE

Section 8-12-3: GENERAL STANDARDS

A. Parkway landscaping:

requirement	required	provided
1. For all development other than single-family detached and duplex residential development, the minimum required number of parkway trees is one (1) tree per fifty (50) linear feet of frontage	12 trees along Cornells Road	12 trees along Cornells Road

D. Lot landscaping:

requirement	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	187 trees	30 *trees
*Assume City of Yorkville can adminstratively approve less total trees and shrubs on the basis that a solar development would be hindered by more plant material.	1402 shrubs	140 *shrubs

PLANT SCHEDULE

SHADE TREES

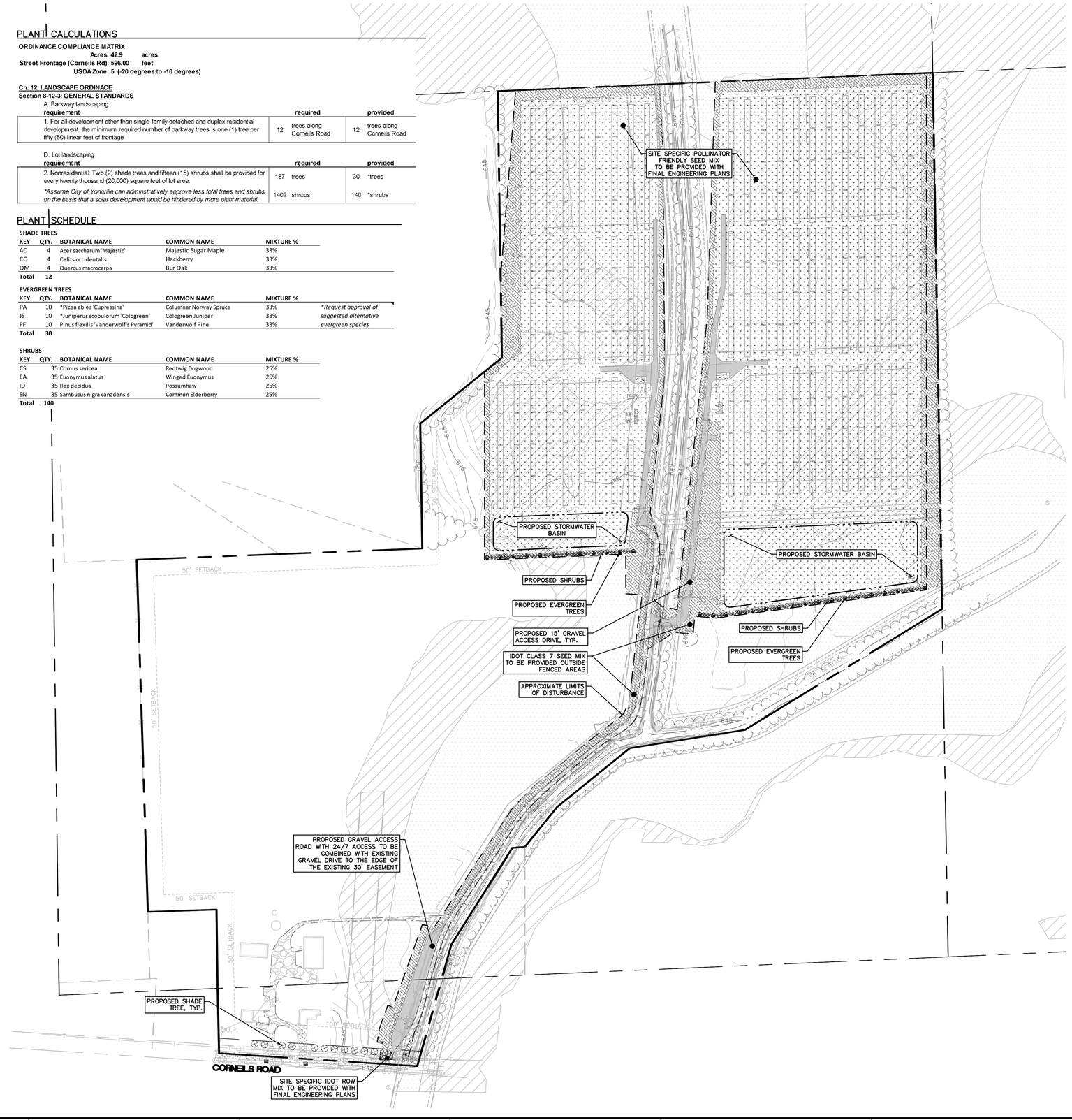
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
AC	4	Acer saccharum 'Majestic'	Majestic Sugar Maple	33%	
CO	4	Celits occidentalis	Hackberry	33%	
QM	4	Quercus macrocarpa	Bur Oak	33%	
Total	**12**				

EVERGREEN TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
PA	10	*Picea abies 'Cupressina'	Columnar Norway Spruce	33%	*Request approval of
JS	10	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	33%	suggested alternative
PF	10	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	33%	evergreen species
Total	**30**				

SHRUBS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %
CS	35	Cornus sericea	Redtwig Dogwood	25%
EA	35	Euonymus alatus	Winged Euonymus	25%
ID	35	Ilex decidua	Possumhaw	25%
SN	35	Sambucus nigra canadensis	Common Elderberry	25%
Total	**140**			



SCALE 0 75 150
1" = 150 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

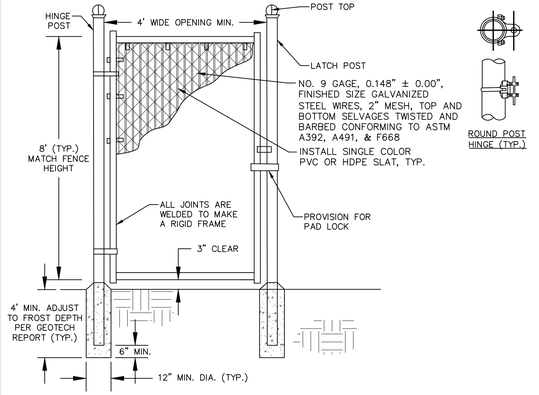
Drawing Title:
LANDSCAPE PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-400 Size: ARCH D Sheet Rev: C

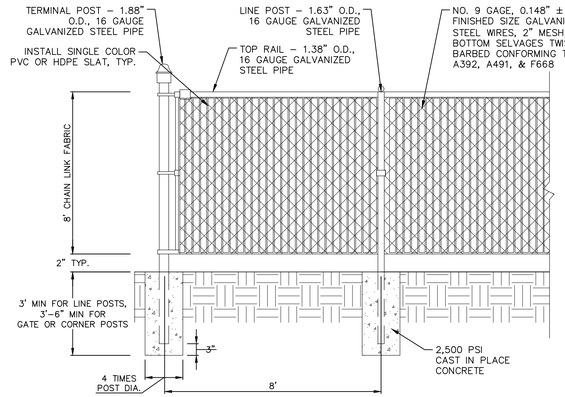
Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc.and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23003931C-400-LS.DWG



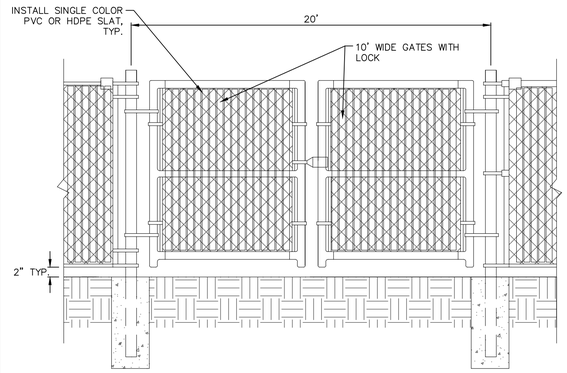
CHAIN LINK FENCE – PERSONNEL GATE

NOT TO SCALE



CHAIN LINK FENCE DETAIL

NOT TO SCALE



CHAIN LINK FENCE WITH GATE

NOT TO SCALE

IN THE EVENT OF AN EMERGENCY

PLEASE DIAL 9-1-1

FOLLOWED BY A SECOND CALL TO:

857-239-0057

YOUR LOCATION IS:

TBD

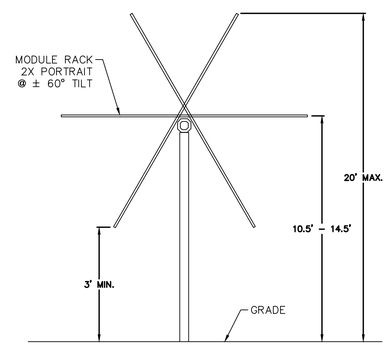
nexamp

11" × 8 1/2"

NOTES:
1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.
2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

EMERGENCY CONTACT SIGN

NOT TO SCALE



NOTES:
1. TRACKER HEIGHT RANGES ACCOUNT FOR ELEVATION CHANGE.

SOLAR ARRAY RACK DETAIL

NOT TO SCALE

DANGER

HIGH VOLTAGE - KEEP AWAY

AUTHORIZED PERSONNEL ONLY

NO TRESPASSING. THIS SITE IS MONITORED BY SURVEILLANCE.

"DANGER" WARNING SIGN

NOT TO SCALE

ENTRANCE

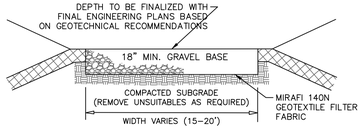
ENTRANCE LEFT SIGN

NOT TO SCALE

ENTRANCE

ENTRANCE RIGHT SIGN

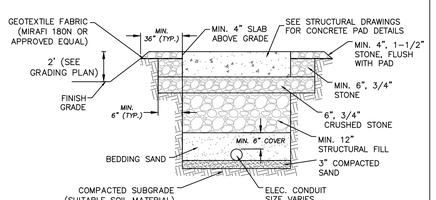
NOT TO SCALE



NOTES:
1. REMOVE TOPSOIL AND ALL UNSUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL.
2. ACCESS DRIVES TO SLOPE IN THE DIRECTION OF THE EXISTING GRADE AT A MINIMUM OF 2.0% DRIVEWAY SHALL BE GRADED TO ALLOW STORMWATER TO SHEET ACROSS IT AND TO PREVENT PUDDLING.
3. ROAD SECTION SHALL COMPLY WITH RECOMMENDATIONS FROM GEOTECHNICAL REPORT.
4. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II, OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.

ACCESS DRIVE/TEMPORARY LAYDOWN AREA CROSS SECTION

NOT TO SCALE



SUBSOIL EQUIPMENT FOUNDATION DETAIL

NOT TO SCALE

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

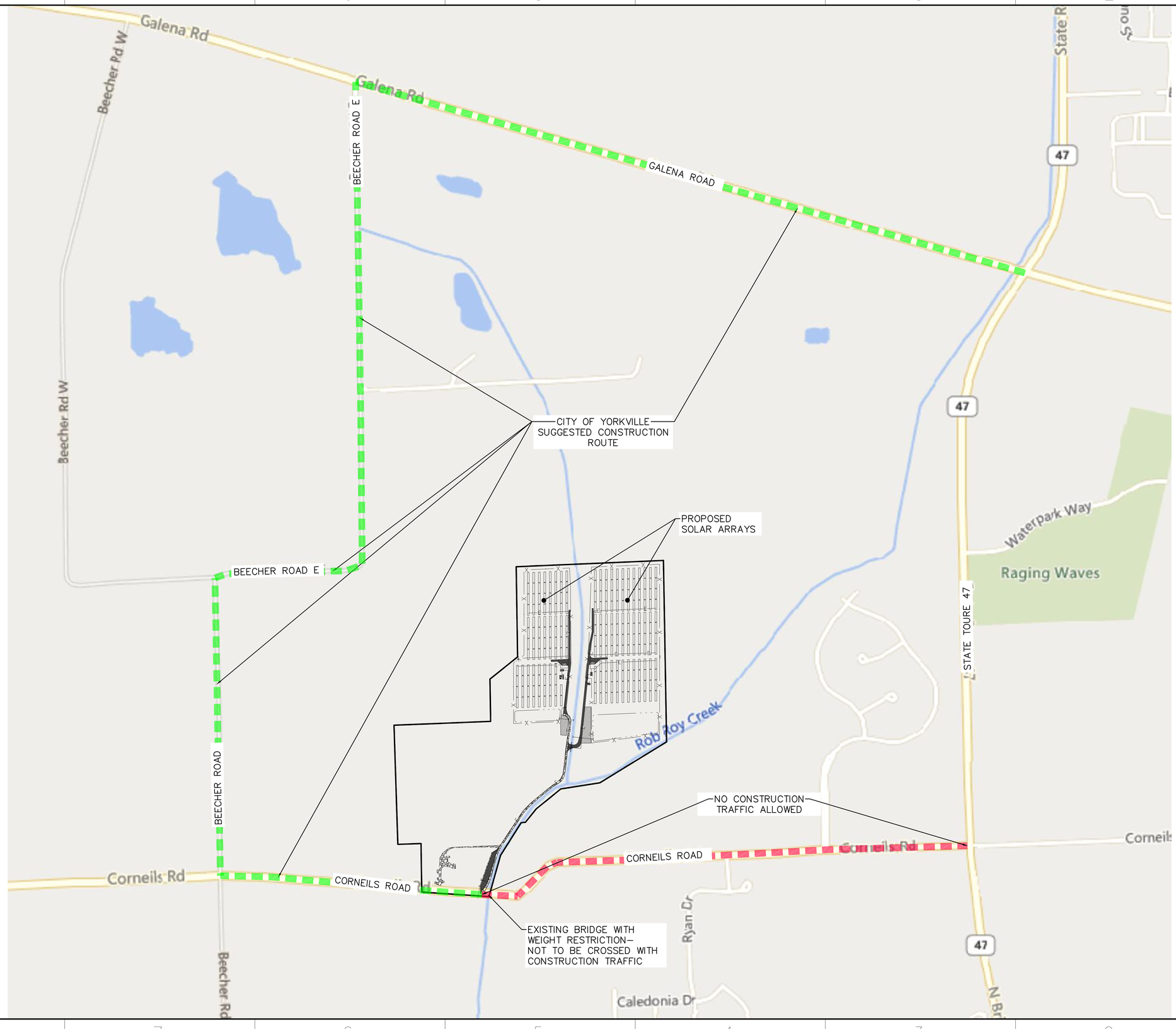
Drawing Title:
STANDARD DETAILS

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-500 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 23003931C-500-DT.DWG



SCALE 0 200 400
1" = 400 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITTED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
CONSTRUCTION TRAFFIC EXHIBIT

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: EX-01 | Size: ARCH D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc.and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23003931EX003 CONSTRUCTION TRAFFIC EXHIBIT 2024-02-27.DWG

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar
Corneils Road, City of Yorkville, Kendall County,
Location Bristol Township, Illinois
Site: 4.99 MWAC
Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Erosion Control/Contractor Fees									
Mobilization	1	LUMP SUM	$10,000.00	$10,000.00				$0.00	$10,000.00
Electrical Disconnect	1	EACH	$500.00	$500.00				$0.00	$500.00
Permitting (NPDES)	1	LUMP SUM	$750.00	$750.00				$0.00	$750.00
Silt Fence	5,096	LF	$2.50	$12,740.78				$0.00	$12,740.78
Seeding	2	ACRES	$1,000.00	$2,000.00				$0.00	$2,000.00
Sub-Total				$25,990.78				$0.00	$25,990.78
Site Demolition									
Remove Existing 12" Storm Pipe	308	LF	$10.00	$3,080.00				$0.00	
Remove Existing Storm Structure	4	EACH	$500.00	$2,000.00	4.00	EACH	$0.00	$0.00	$2,000.00
Remove Existing Fence (8' Chainlink Fence)	8,200	LF	$3.85	$31,570.00	45,920	LB	$0.09	$4,132.80	$27,437.20
Remove Existing Trees	30	EACH	$500.00	$15,000.00				$0.00	$15,000.00
Remove Existing Shrub	140	EACH	$200.00	$28,000.00				$0.00	$28,000.00
Remove Existing Concrete Parking Pad	178	SY	$5.00	$890.00					
Haul off for Existing Concrete Parking Pad	178	SY	$10.00	$1,780.00					
Remove Existing Gravel Entrance (12" depth)	2,237	CY	$4.00	$8,948.00				$0.00	$8,948.00
Haul off for Existing Gravel Entrance (12" depth)	2,237	CY	$10.00	$22,370.00				$0.00	$22,370.00
Sub-Total				$113,638.00				$4,132.80	$109,505.20
Racking and Module Removal									
Pile Removal	862	EACH	$6.00	$5,172.00	452,550	LB	$0.04	$16,970.63	($11,798.63)
Assembly Removal	148	EACH	$1.25	$185.00	22,200	LB	$0.04	$832.50	($647.50)
PV Module Removal	11,256	EACH	$1.00	$11,256.00	11,256	EACH	$165.00	$1,857,240.00	($1,845,984.00)
PV Module Haul Off	360	TON	$45.00	$16,208.64				$0.00	$16,208.64
Sub-Total				$32,821.64				$1,875,043.13	($1,842,221.49)
Wiring Removal									
Underground MV Wire (AL)	6,910	LF	$2.00	$13,820.00	1,382.00	LB	$0.30	$414.60	$13,405.40
Utility Pole Removal	7	EACH	$750.00	$5,250.00				$0.00	
Underground PV Wire (~400kcmil)	17,800	LF	$2.00	$35,600.00	925.60	LB	$0.30	$277.68	$35,322.32
Underground GND Wire (DC side, ~2 AWG)	5,755	LF	$2.00	$11,510.00	299.26	LB	$0.30	$89.78	$11,420.22
Underground LV Wire	3,482	LF	$2.00	$6,964.00	696.40	LB	$0.30	$208.92	$6,755.08
Above Ground MV Wire	425	LF	$0.10	$42.50	22.10	LB	$0.30	$6.63	$35.87
Combiner Box Removal	28	EACH	$80.00	$2,240.00	28.00	EACH	$20.00	$560.00	$1,680.00
Sub-Total				$75,426.50				$1,557.61	$73,868.89

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar

Location Corneils Road, City of Yorkville, Kendall County, Bristol Township, Illinois

Site: 4.99 MWAC

Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Power Conditioning Equipment Removal									
PCU Station (inverters, etc.)	2	EACH	$400.00	$800.00	2.00	EACH	$5,625.00	$11,250.00	($10,450.00)
Scada Equipment	2	EACH	$280.00	$560.00	2.00	EACH	$2,000.00	$4,000.00	($3,440.00)
Battery Storage System Removal	1	EACH	$2,500.00	$2,500.00				$0.00	
Transformer	2	EACH	$1,800.00	$3,600.00	2.00	EACH	$93,750.00	$187,500.00	($183,900.00)
Sub-Total				$7,460.00				$202,750.00	($195,290.00)
Equipment Pad Removal									
Remove Pad	4	EACH	$750.00	$3,000.00				$0.00	$3,000.00
Sub-Total				$3,000.00				$0.00	$3,000.00
Decommisioning Total (Present Value)				**$258,336.92**				**$2,083,483.53**	**($1,825,146.62)**
Decommisioning Total (3% Inflation over 25 Years)				**$540,900.13**				**$4,362,351.84**	**($3,821,451.71)**

Assumptions:

1. Cost Estimate based on 5-year projections. Estimate to be redone in 5-years based on new fees at that time.
2. Cost Estimate is based on the Special Use Plans prepared by **Atwell, LLC** dated 2/26/2024.
3. Refer to Decommissioning Plan for further information.

Note: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using estimated quantities and represents Engineer's best judgment as an experienced and qualified professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein.

January 10, 2024
Revised: February 15, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: ***Corneils Road Solar***
Special Use & Rezoning Request – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Rezoning Permit Applications
- Special Use Application Plans
- Other Supporting Documentation

Our review of these plans and reports are 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 (Revised items noted in bold):

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies. Acknowledged.
   - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction. Noted, to be addressed during final emgineering.
   - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance) Noted, to be addressed during final emgineering.
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. SUP plans show holding places for detention facilities.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.

Noted. No wetlands present, just the Rob Roy Creek watercourse. Will provide delineation report. JD is currently processing.

4. A field tile survey will be required.

Noted - will be provided with Final Engineering.

5. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 644 and 645. Please see the attached exhibit.

This has been added and labeled on sheet C-200 of the SUP plans.

6. A good portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed. We will pursue an IDNR permit.

7. **The City will require a 20' public utility easement along the frontage of Corneils Road. This is needed for possible City utility extensions. Additional easements may be required for stormwater, wetlands, or comp storage as necessary based on the final plans.** This has been added and labeled in the SUP plans.

8. **No solar equipment will be allowed with existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.**
No equipment is proposed within the sanitary sewer easements.

9. **It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Cornels Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the City.**
Noted - will be provided with Final Engineering.

10. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
Noted - provided with this submittal.

11. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist. - Noted

    b. Truck turning exhibits for delivery and emergency vehicles - Noted

    c. Photometric plan - No lighting proposed.

    d. Decommissioning cost estimate - Provided

    e. Stormwater management submittal - Noted

    f. Landscape plan - Noted

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Gina Nelson, Admin Assistant (via email
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)

March 13, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: Corneils Road Solar
Special Use & Rezoning Request – 3rd Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use Application Plans dated February 26, 2024, prepared by Atwell
- Construction Traffic Exhibit
- Engineer's Opinion of Probable Decommissioning Costs dated February 26, 2024, prepared by Atwell
- Other Supporting Documentation

Our review of these plans and reports 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 (Revised items noted in bold):

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
    - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
    - Stormwater permit application in accordance with the Yorkville Stormwater Management Ordinance (Kendall Countywide Ordinance)
    - IDNR Floodway Permit will be required if floodways are impacted.
2. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
3. No solar equipment will be allowed within existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.

4. It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Corneils Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the City.

5. The decommissioning estimate has been provided and note that the value is acceptable. It should be noted that a performance guarantee will be required in the amount of 120% of the approved removal cost value. It is also noted that the estimate will need to be revised every three (3) years.

6. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist.

    b. Truck turning exhibits for delivery and emergency vehicles

    c. Stormwater management submittal

    d. Field tile survey

    e. Engineer's Estimate of Probable Costs that includes all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.

7. Comments on the landscape plan will be forthcoming.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Gina Nelson, Admin Assistant (via email
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)
TNP, PGW2, EEI (via e-mail)

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

8755 W. Higgins Road, Suite 835
Chicago, Illinois 60631
Phone (773) 693-9200
Fax (773) 693-9200

March 14, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our first landscape plan review of the proposed Corneils Road Solar facility, located at 10791 Corneils Road in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

Review Comments

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

Building Foundation Landscape Zone

No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.

Parking Area Perimeter Landscape Zone

No off-street parking areas abut a public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

Parking Area Interior Landscape Zone

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

Transition Zone

Because adjacent land use is agricultural, transition zone requirements do not apply.

Species Diversity Requirements

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A representative species mix is included but so is a note reading seed mix to be provided with final engineering plans. Therefore, the pollinator mix shall be subject to review and approval after submittal of final engineering. Depending upon hydrology (e.g., depth and duration of flooding), the pollinator seed mix may not be appropriate for the detention basins.

Tree Preservation and Removal

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

The plans should indicate what is proposed on the southern portion of the site that appears vacant.

Wetlands

A valid wetland delineation and jurisdictional determination of the proposed project area are required.

A linear buffer along all watercourses is required. Buffer width shall be calculated per City or USACE requirements, whichever is more stringent.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Special Use Application Plans, 6 sheets, prepared by Atwell, most recently dated 8/18/22

Let us know if there are any questions or comments.

Sincerely,

Tim Pollowy, PLA, ASLA
Senior Landscape Architect

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01



System Features

High Energy Density

- Compact mechanical design, minimized footprint

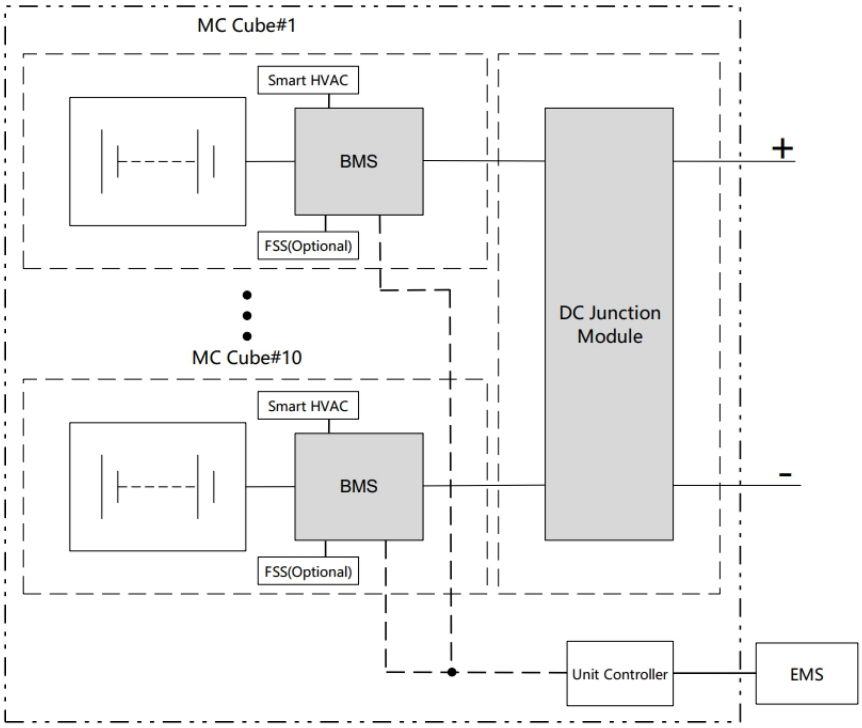
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



©BYD AUTO Industry Company Limited. All rights reserved. Subject to change without notice.
V1.2 2023-01-05

System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	＜2000m【2】	＜2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note:

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃.

【2】Power derating is performed when the altitude is between 2000-3000m.

Draft

©BYD AUTO Industry Company Limited. All rights reserved. Subject to change without notice.
V1.2 2023-01-05

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 REZONING

INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☒ One (1) original signed and notarized application.
- ☑ Legal description of the property in Microsoft Word.
- ☒ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☒ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☒ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☒ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is 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.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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 REZONING

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

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. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days 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.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

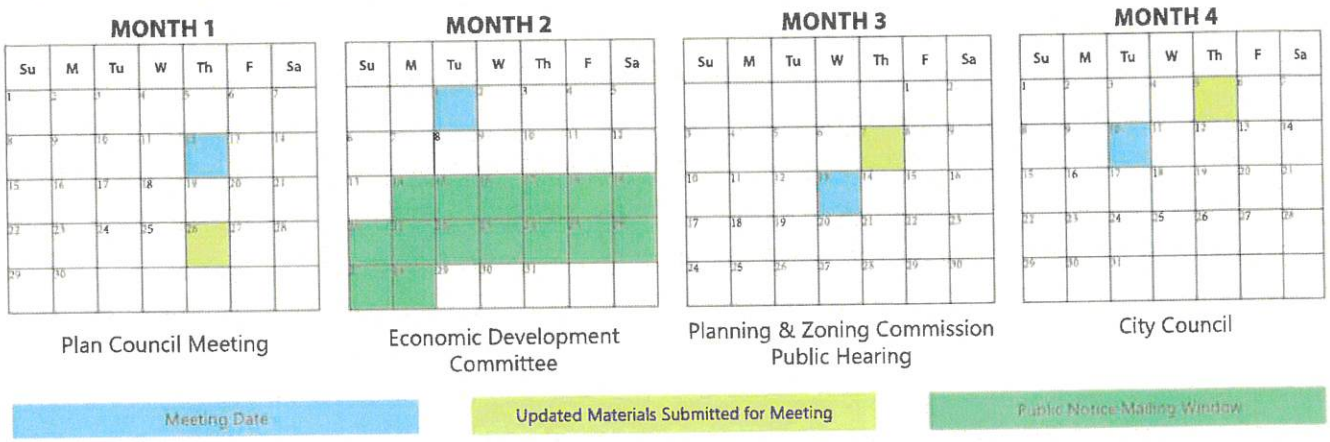
CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

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 REZONING

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

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

- The applicant 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 applicant 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 applicant 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 applicant 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 applicant'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 applicant. (Ord. 2011-34, 7-26-2011)

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 REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☑ Annexation ☐ Plan ☐ Plat ☐ P.U.D.	$500.00 $500.00 $500.00 $500.00	Total: $
ANNEXATION	☐ $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 *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee*	☑ $200.00 + $10 per acre for each acre over 5 acres ____ - 5 = ____ x $10 = ____ + $200 = $ ____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $ 200.00
SPECIAL USE	☐ $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	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre ☐ Over 1 acre, less than 10 acres ☐ Over 10 acres, less than 40 acres ☐ Over 40 acres, less than 100 acres ☐ Over 100 acres	$5,000.00 $10,000.00 $15,000.00 $20,000.00 $25,000.00	Total: $
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services* For Annexation, Subdivision, Rezoning, and Special Use:	☐ Less than 2 acres ☐ Over 2 acres, less than 10 acres ☐ Over 10 acres	$1,000.00 $2,500.00 $5,000.00	Total: $
		TOTAL AMOUNT DUE:	200.00

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 REZONING

DATE: 1/ /2024	PZC NUMBER:	DEVELOPMENT NAME: Corneils Road Solar, LLC

PETITIONER INFORMATION

NAME: Matt Kwiatkowski	COMPANY: Corneils Road Solar, LLC
MAILING ADDRESS: 101 Summer Street, Second Floor	
CITY, STATE, ZIP: Boston, MA 02110	TELEPHONE: ◉ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: vacant land at 10791 Corneils Road, Plano, Illinois 60545

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:
vacant land at 10791 Corneils Road, Plano, Illinois 60545

CURRENT ZONING CLASSIFICATION: Kendall County A-1/R-1	REQUESTED ZONING CLASSIFICATION: United City of Yorkville A-1
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: A-1	TOTAL ACREAGE: 39.95

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: A-1/R-2

EAST: A-1/R-2

SOUTH: A-1

WEST: County of Kendall A-1/M-1/Special Use

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-08-300-008			
02-08-300-011			
02-08-300-012			

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 REZONING

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX: 630-553-5764
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:

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".

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 REZONING

REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

A-1 Agricultural District

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

The majority of Land in the area is A-1 Agirultural District and this project is the same zoning.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

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 REZONING

REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

The property and adjoining property is Zoned A-1 Agricutrual District.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 10791 Corneils Road, Plano, IL 60545

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 1st 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: Nexamp Matt Kwiatkowski	COMPANY: Corneils Road Solar, LLC
MAILING ADDRESS: 101 Summer Street, Second Floor	
CITY, STATE, ZIP: Boston, MA 02110	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.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.

Corneils Road Solar, LLC

Matthew Walsh
PRINT NAME

SIGNATURE*

VP of Business Development
TITLE

1/15/24
DATE

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)

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:	
Up to one (1) acre	$5,000
Over one (1) acre, but less than ten (10) acres	$10,000
Over ten (10) acres, but less than forty (40) acres	$15,000
Over forty (40) acres, but less than one hundred (100)	$20,000
In excess of one hundred (100.00) acres	$25,000

LEGAL DEPOSITS:	
Less than two (2) acres	$1,000
Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres	$5,000

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 REZONING

REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

THe subject property is already zoned A-1 with Kendall County and will be re-zoned to A-1 Special Use with the United City of Yorkville.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICAT ON 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.

Corneils Road Solar, LLC

PETITIONER SIGNATURE Matthew Walsh, VP — DATE 1/15/24

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE — DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE: 1/15/24 Colleen Hanson

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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 ANNEXATION

INTENT AND PURPOSE

The purpose of this application is to allow unincorporated land that is contiguous and adjacent to the Yorkville corporate limits to annex into the City. All newly annexed land is automatically zoned to the most restrictive classification under the city's zoning ordinance (R-1 Single-Family Suburban Residence District). Therefore, all voluntary annexation petitions which are seeking a different zoning classification will have to adhere to the rezoning process outlined in "Title 10, Chapter 4, Section 10 Amendments."

This packet explains the process to successfully submit and complete an Application for Annexation. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the process, please refer to "Title 10, Chapter 4, Section 11 Annexations" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- [x] One (1) original signed and notarized application.
- [x] Legal description of the property in Microsoft Word.
- [x] Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- [x] Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- [x] Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- [x] One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is 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.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

This step is dependent on the complexity of requests and may be skipped at the discretion of staff.

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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 ANNEXATION

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

CITY COUNCIL PUBLIC HEARING

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

If there is not a request for rezoning or PUD agreement, then the request will go directly to the City Council for a public hearing. The petitioner will attend and present their request at a public hearing conducted by the City Council. The City Council will conduct a public hearing on the request, take public comments, and discuss the request.

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. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days 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.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the annexation request will be reviewed. Depending on the complexity of the request this meeting may be held at the same meeting of the public hearing. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

NECESSARY NOTIFICATIONS

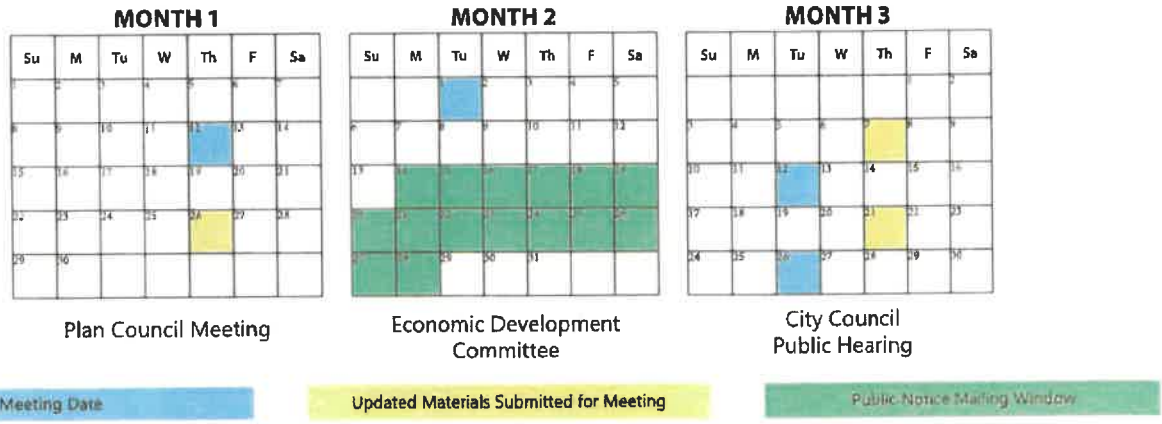
The entities listed below must be notified in writing, by certified or registered mail, of the proposed annexations at least ten (10) days prior to the action taken at City Council. Notices must be delivered to the individual board members at their respective home addresses:

- ☐ Trustees of the fire protection district
- ☐ Trustees of the public library district
- ☐ Township Highway Commissioner, Township Trustees, Township Supervisor, and Township Clerk if land to be annexed includes any highway under township jurisdiction

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 ANNEXATION

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

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

- The applicant 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 applicant 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 applicant 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 applicant 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 applicant'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 applicant. (Ord. 2011-34, 7-26-2011)

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 SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION

CONCEPT PLAN REVIEW	☒ Engineering Plan Review deposit	$500.00	Total: $ 500.00
AMENDMENT	☐ Annexation	$500.00	Total: $
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; If rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ (# of Acres) - 5 = _____ (Acres over 5) x $10 = _____ (Amount for Extra Acres) + $200 = $ _____ (Total Amount)			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$5,000.00	Total: $ 15,000.00
	☐ Over 1 acre, less than 10 acres	$10,000.00	
	☒ Over 10 acres, less than 40 acres	$15,000.00	
	☐ Over 40 acres, less than 100 acres	$20,000.00	
	☐ Over 100 acres	$25,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $ 5,000.00
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☒ Over 10 acres	$5,000.00	
	TOTAL AMOUNT DUE:		$21,700.00

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 ANNEXATION

DATE:	PZC NUMBER:	DEVELOPMENT NAME: 126612 Corneils Road Solar, LLC
PETITIONER INFORMATION		
NAME: Matt Kwiatkowski		COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE: ○ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett		
IS THE PROPERTY OCCUPIED OR VACANT: the 39.95 acres being annexed and a special sue request is vacant farmland		
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 10791 Corneils Road, Plano, Illinios 60545		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: vacant land adjacent to 10791 Corneils Road, Plano, IL 60545		
CURRENT ZONING CLASSIFICATION: A-1 /R-1		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: A-1/R-2		
EAST: A-1/R-2		
SOUTH: A-1		
WEST: County of Kendall A-1/M-1/Special Use		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-08-300-008		
02-08-300-011		
02-08-300-012		

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 ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

Special Use for a solar array

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX:
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60560	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60560	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:

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 provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".

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 ANNEXATION

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.

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

X Daryl Bennett Betty Bennett 12-15-2023
OWNER SIGNATURE DATE

Colleen Hanson 12/15/2023

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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 ANNEXATION

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.

M W — 12-14-23

PETITIONER SIGNATURE — DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE — DATE

Colleen Hanson 12/14/2023

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 10791 Cornells Road, PLano, IL 60545

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: Matt Kwiatowski	COMPANY: 126612 Cornells Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.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.

MATTHEW WALSH
PRINT NAME

VP OF BUSINESS DEVELOPMENT
TITLE

SIGNATURE*

12-14-23
DATE

**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)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, _____, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20_____.

_____
Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public

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 PUBLIC HEARING SIGN

PERMIT NUMBER:	**DATE/TIME RECEIVED:**
SITE ADDRESS: 10791 Corneils Road, PLano, IL 60545	PARCEL NUMBER: 02-08-300-008
SUBDIVISION: N/A	LOT/UNIT:
APPLICANT INFORMATION	
NAME: 126612 Corneils Road Solar, LLC	TELEPHONE: ○ HOME ◉ BUSINESS 317-760-3190
ADDRESS:	E-MAIL: ○ HOME ○ BUSINESS
CITY, STATE, ZIP:	FAX:
SIGN INFORMATION	
DATE OF PICK UP:	NUMBER OF SIGNS:
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:

The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.

Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of $50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.

Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.

[signature] 12-14-23

SIGNATURE/AUTHORIZED AGENT — DATE

DATE RETURNED: _____

RECEIVED BY: _____ PZC# _____

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 SPECIAL USE

INTENT AND PURPOSE

The purpose of the zoning code is based upon the authority of the City to divide its land into districts by use, bulk, and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process, outlines required submittal materials, and contains the application for special use.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9: Special Uses" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☒ One (1) original signed and notarized application.
- ☒ Legal description of the property in Microsoft Word.
- ☒ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☒ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☒ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☒ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is 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.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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 SPECIAL USE

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

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. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days 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.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

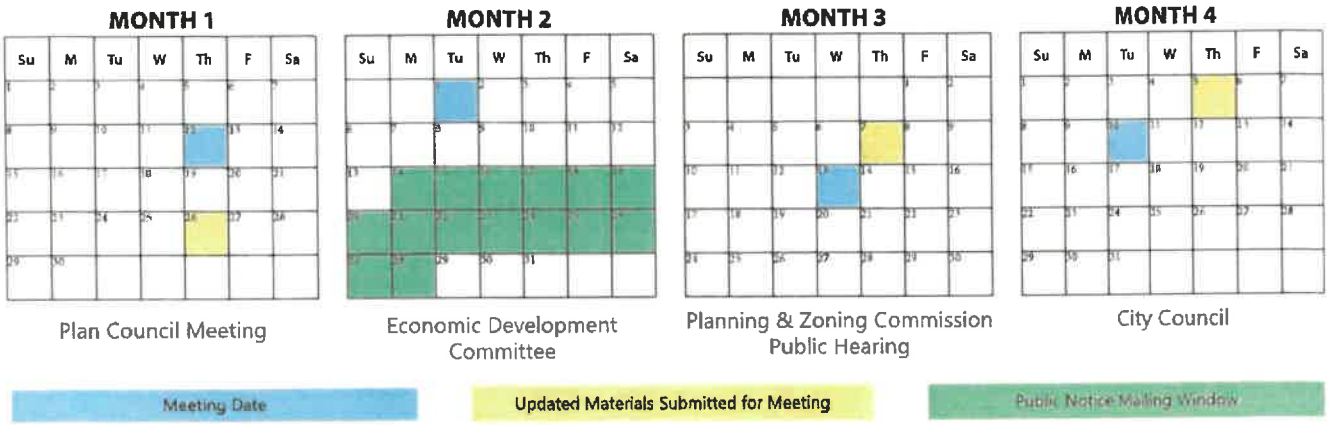
CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

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 SPECIAL USE

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

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

- The applicant 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 applicant 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 applicant 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 applicant 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 applicant'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 applicant. (Ord. 2011-34, 7-26-2011)

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 SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION

CONCEPT PLAN REVIEW	☒ Engineering Plan Review deposit	$500.00	Total: $ 500.00
AMENDMENT	☐ Annexation	$500.00	Total: $
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ (# of Acres) - 5 = _____ (Acres over 5) x $10 = _____ (Amount for Extra Acres) + $200 = $ _____ (Total Amount)			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$5,000.00	Total: $ 15,000.00
	☐ Over 1 acre, less than 10 acres	$10,000.00	
	☒ Over 10 acres, less than 40 acres	$15,000.00	
	☐ Over 40 acres, less than 100 acres	$20,000.00	
	☐ Over 100 acres	$25,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $ 5,000.00
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☒ Over 10 acres	$5,000.00	
	TOTAL AMOUNT DUE:		$21,700.00

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 SPECIAL USE

DATE: December 14, 2023	PZC NUMBER:	DEVELOPMENT NAME: 126612 Corneils Road Solar, LLC

PETITIONER INFORMATION

NAME: Matt Kwiatkowski	COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: ◉ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 10791 Corneils Road, Plano, Illinois 60545

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

CURRENT ZONING CLASSIFICATION: A-1/R-2	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: A-1/R-2

REQUESTED SPECIAL USE:
A-1 Special Use for a Solar array

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: A-1 and R-2

EAST: A-1 and R-2

SOUTH: A-1

WEST: COunty of Kendall A-1/M-1/ Special Use

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-08-300-008			
02-08-300-011			
02-08-300-012			

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 SPECIAL USE

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkvile, Illinois 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX: 630-553-5764
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwelll
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Npaerville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwellgroup.com	FAX:

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".

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 SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW 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:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by 126612 Corneils Road, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE HOW 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 DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

The proposed solar arrray will be constructed in a manner that will cause no damage to surrounding property owners.

PLEASE STATE HOW 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:

The intended construction and operation of the solar array in no way determinately effects the operation and development of surrounding real property nor does it imped the use of existing property.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

The project is suitably located in that there is readily available connection sources to the Commonwealth Edison electrical grid. There is great access for repair and maintenance off of Illinois Route 47. Third, there is an access road planned under the previous City Planned Unit Development accessing the Property off of Galena Road. It is an excellent site for this use and one that is a transitional use to surrounding zoning classifications in a complimentary fashion.

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

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: Matt Kwiatkowski	COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.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.

MATTHEW WALSH
PRINT NAME

VP of BUSINESS DEVELOPMENT
TITLE

SIGNATURE*

12-14-23
DATE

**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)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

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 SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

PLEASE STATE HOW 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:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

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.

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

X Gary Bennett Betty Bennett 12/15/2023
OWNER SIGNATURE DATE

Colleen Hanson 12/15/2023
THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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 SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

PLEASE STATE HOW 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:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

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.

PETITIONER SIGNATURE

12-14-23
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

DATE

Colleen Hanson 12/14/2023

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, Daniel J. Kramer, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20_____.

_____
Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public

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 PUBLIC HEARING SIGN

PERMIT NUMBER:	**DATE/TIME RECEIVED:**
SITE ADDRESS: 10791 Corneils Road, Plano, IL 60545	PARCEL NUMBER: 02-08-300-008
SUBDIVISION: N/A	LOT/UNIT:
APPLICANT INFORMATION	
NAME: 126612 Corneils Road Solar, LLC	TELEPHONE: ◉ HOME ○ BUSINESS 317-760-3190
ADDRESS:	E-MAIL: ○ HOME ○ BUSINESS mkwiatkowski@nexamp.com
CITY, STATE, ZIP:	FAX:
SIGN INFORMATION	
DATE OF PICK UP:	NUMBER OF SIGNS:
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:

The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.

Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of $50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.

Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.

SIGNATURE/AUTHORIZED AGENT

12-14-23
DATE

DATE RETURNED: _____

RECEIVED BY: _____ PZC# _____

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

MCARTHUR JOAN TR MCARTHUR JAMES B & VIRGINIA TR &
10417 CORNEIL RD
PLANO, IL, 60545

VAN THOMPSON CHARLES WALLIS LARRY A &
55 LANE 140B LAKE GEORGE
FREMONT, IN, 46737

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

ROSENWINKEL FAMILY TRUST ET AL
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

VAN THOMPSON CHARLES WALLIS LARRY A &
55 LANE 140 B LAKE GEORGE
FREMONT, IN, 46737

PATRICIA A BAKALA
10711 CORNEILS RD
PLANO, IL, 60545

LORIE P TESKA
1 ROYAL OAKS CT
BRISTOL, IL, 60512

ROSENWINKEL FAMILY TRUST ET AL 501
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

% LARRY WALLIS NELSON LAND COMPANY
55 LANE 140 B
LAKE GEORGE
FREMONT, IN, 46737

CHARLES R & JULIE E BENNETT
10907 CORNEILS RD
PLANO, IL, 60545

GARY L & BETTY S BENNETT
10791 CORNIELS RD
PLANO, IL, 60545

CHARLES R & JULIE E BENNETT
10907 CORNEILS RD
PLANO, IL, 60545

PATRICIA A BAKALA
10711 CORNEILS RD
PLANO, IL, 60545

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

ROSENWINKEL FAMILY TRUST ET AL 501
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

LORIE P TESKA
1 ROYAL OAKS CT
BRISTOL, IL, 60512

TEQUILLA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

% SCOTT BRUMMEL BRUMMEL REALTY TEQUILLA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL. 60545

% LARRY WALLIS NELSON LAND COMPANY
55 LANE 140 B
LAKE GEORGE
FREMONT, IN, 46737

ROSENWINKEL FAMILY TRUST ET AL 501
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

GARY L & BETTY S BENNETT
10791 CORNIELS RD
PLANO, IL, 60545

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN. 463681007

PATRICIA A BAKALA
10711 CORNEILS RD
PLANO. IL. 60545

MCARTHUR JOAN TR MCARTHUR JAMES B & VIRGINIA TR &
10417 CORNEIL RD
PLANO. IL, 60545

PATRICIA A BAKALA
10711 CORNEILS RD
PLANO. IL, 60545

CHICAGO WB INVESTORS LLC
c/o SAM ZABALA
315 FLATBUSH AVE #302
BROOKLYN, NY. 11217

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

% SCOTT BRUNNEL BRUNNEL REALTY TEQUILA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO. IL. 60545

% LARRY WALLIS NELSON LAND COMPANY
55 LANE 140 B
LAKE GEORGE
FREMONT, IN, 46737

GARY L & BETTY S BENNETT
10791 CORNIELS RD
PLANO. IL, 60545

December 13, 2023

Krysti Barksdale-Noble, Community Development Director
Village of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Special Use Permit Application – Corneils Road Solar, LLC
Proposed 4.99-MW(AC) Commercial Solar Collector System

Applicant: Corneils Road Solar, LLC.
Project Location: 10791 Corneils Road, Plano, IL 60545

Dear Ms. Barksdale-Noble, Members of the Planning and Zoning Board, and City Council:

On behalf of Corneils Road Solar, LLC., please find enclosed and below is our:

- Project narrative and with project details
- Special Use Permit Application:
  - Special Use Permit Application
  - Special Use Permit Plan Set
  - Electrical Diagram
  - Manufacturer's Specifications
  - Glare Analysis
  - Interconnection Agreement
  - Decommissioning Plan
  - Plat of Survey
  - Legal Description
  - Aerial Map
- Application Fee

Project Narrative:

Corneils Road Solar, LLC is requesting approval of a Special Use Permit to allow for development and operation of a 4.99 (AC) ground-mounted distributed generation solar garden facility on the approximately 94-acre subject property (PINS: 02-08-300-008, 02-08-300-012 and 02-08-300-011). The project intends develop approximately 40 acres of the overall parcel. The arrays would be installed over existing farmland and enclosed with a fenced area for safety and security measures.

Nexamp Background:

In 2007, U.S. Army veterans Will Thompson and Dan Leary realized a vision for making a range of renewable energy options more affordable and accessible to homeowners and businesses throughout the Commonwealth of Massachusetts. The pair launched NexGen Energy Solutions, a turnkey provider of renewable energy and carbon solutions, in their hometown of North Andover, Massachusetts. NexGen became Nexamp later in 2007.

During the early years, Nexamp delivered a variety of energy systems for residential, commercial, municipal and agricultural customers. Energy solutions offered included solar PV, solar thermal, micro-wind, geothermal heating and cooling, and a wide array of energy efficiency services. In 2011, the company began shifting its focus fully toward commercial and industrial solar facilities, working with businesses and municipalities that wanted to offset their traditional utility energy power using on-site renewable solar generation.

2015 marked Nexamp's first Community Solar project and the beginning of a new chapter for the company. Leveraging its integrated approach of developing, building, owning and operating solar plants, Nexamp turned its focus to community solar, and alongside that the mission of making the benefits of solar power available to everyone—homeowners, renters, non-profits, small businesses, farms and more. Nexamp was named NECEC Clean Energy Company of the Year in 2015 and a Solar Power World Top 3 Commercial Solar Developer in 2017.

In 2016, Mitsubishi's Diamond Generating Corporation made a significant investment in Nexamp, and in 2018 the group made an additional investment that gave it a controlling interest. Nexamp secured an additional round of investment in 2021, this time with Generate Capital, a leading clean energy private equity firm. Serving a rapidly expanding network of individuals, property owners, businesses and communities that benefit from its nationally distributed portfolio of solar assets, Nexamp is a Massachusetts-based, nationally headquartered solar company that is laying the groundwork for a cleaner, more secure and resilient energy future.

Nexamp entered the Illinois market in 2018, and has since become a market leader, with a large share of the currently operating community solar projects in the state.

Project Details:

In your review of this Special Use Permit request, we ask that staff, the Planning and Zoning Board, and City Council consider the following:

I. Project components:

- Solar modules (i.e. panels) are mounted on racking that slowly rotate and track the sun; there are approximately 11,592 modules proposed to be installed;
- Battery Energy Storage is proposed;
- At full tilt, the height of the solar array will be more than 20 feet in height;
- The solar modules are treated with anti-reflective coating to minimize glare;
- The racking is mounted to metal piles. Concrete foundations are not anticipated;
- The system will be remotely monitored, meaning there will be little traffic generated;
- Electrical cables will be installed underground for the entire project with exception of a series of poles necessary to interconnect with ComEd along Corneils Road;
- Perimeter security fencing up to 8 ft. height;
- Location of proposed structures is in compliance with City setback requirements;
- Existing drainage patterns will be maintained throughout the site to the maximum extent possible;
- Limited area of gravel driveway for site access and maintenance;
- The inverter and transformer will be located within the fence-on a concrete equipment pad;
- Disturbed areas will be re-vegetated with a pollinator friendly seed mix;

II. Construction:

- Estimated approximately 20 to 30 jobs will be created during construction;
- Most jobs will be local but some may be brought in if the skill set required is not available;
- Typical jobs created include construction jobs - i.e. equipment operators, electricians, fence installers, laborers and construction managers;

III. Development Schedule:

- Anticipated construction start is Spring of 2025, depending on a number of factors;
- Duration of construction is typically +/- 6 months;

IV. Traffic:

- Construction traffic will typically be standard semi-tractor trailers – oversized loads are not anticipated;
- At the start of construction there may be a half dozen deliveries a day and will then taper off to 1 to 2 delivery trucks per day;
- There will be proximately 30 – 40 employees at a time during construction;

V. Maintenance:

- There are typically several site visits per year to maintain the system;
- No employees will be permanently located on-site;
- The site will be remotely monitored;
- Typically, Nexamp relies on rainfall to clean the panel surfaces. As such, it is not anticipated chemicals for cleaning the solar panels will be used, stored or disposed of on this site;
- Typically, any snowfall will slide off the panels. Therefore, we do not anticipate any snow removal unless necessary.

VI. Compliance with Standards for Special Use (10-19-4(C)):

We believe the proposed project wholly meets the Special Use Permit review finding of fact criteria outlined in the City Unified Development Ordinance Section 10-19-4(C).

1. **The City Council shall determine that the application has met all of the general requirements of this chapter.**

   The proposed project meets all the general requirements of the City Zoning Ordinance applicable to the subject property and proposed use.

2. **The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.**

   The proposed project meets the intent of the City Zoning Ordinance and will provide renewable energy to the northern Illinois community.

3. **The proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.**

   The proposed project will not be injurious to the use and enjoyment nearby residential property in the immediate vicinity for the purposes already permitted by the zoning standards. Care has been taken to locate the proposed solar system over 1,000 feet from the nearest residential structure (from nearest existing residential structure to the nearest proposed module).

4. **The establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.**

   The project designed to be setback in excess of ordinance requirements, particularly from the residential properties. The project will protect open space and the underlying farmland as after the project is decommissioned the land can be returned to traditional farming or other uses. This project will not impede normal and orderly development in the City of Yorkville.

On behalf of Corneils Road Solar, LLC we thank you in advance for your consideration of our request for approval. We look forward to review of our submittal at the next Community Development meeting and Planning & Zoning Commission meetings. In the interim, please contact us with any questions regarding our submittal or if any additional information is required.

Sincerely,

Matt Kwiatkowski
Business Development Manager
P: 317-760-3190
E: MKwiatkowski@nexamp.com

nexamp

Corneils Road Solar, LLC - DECOMMISSIONING PLAN

Corneils Road Solar, LLC has prepared this Decommissioning Plan (the "Plan") for its proposed 4.99-Megawatt (AC) solar photovoltaic facility (the "Facility") to be constructed along Corneils Road, Bristol, Illinois. The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. Decommissioning of the Facility shall be completed within six (6) months after operation of the solar facility stops being operational.

Facility Description

The Facility will consist of a 4.99-megawatt (AC) capacity solar power-generating array secured within a fixed knot fence surrounding the solar panels and equipment, accessed through a locked 20' wide swing gate on the access road. The access road enters the project area off Corneils Road. The Facility will include the following site features:

- An approximate 31-acre area of photovoltaic (PV) modules, mounting system and associated equipment inside the perimeter fence;
- Driven piles supporting the PV modules;
- One or two transformers (filled with biodegradable mineral oil) and two central inverters;
- Perimeter fence with no barbed wire;
- Underground conduit and wires within the system area;
- Electrical interconnection equipment including several above ground poles to connect to the Commonwealth Edison (ComEd) distribution line on Corneils Road;
- A gravel access drive;
- A metal security gate at the entrance to the array area; and

Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle; and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of.

Following coordination with ComEd regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework will be dismantled and recycled. The metal piles will be removed from their approximated depth of four feet and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

Grade slabs will be broken and removed to a depth of one foot below grade, and clean concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site).

Aboveground utility poles owned by Corneils Road Solar, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned connections. ComEd will be responsible for dismantling any overhead wires and poles under its ownership. Coordination with ComEd personnel will be conducted to facilitate ComEd's removal of any poles and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic panels that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.

- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by an applicator that is appropriately licensed for doing such work in the State of Illinois.

Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with a ground treatment approved by the City of Yorkville.

Permitting Requirements

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than 1 acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Building Permit	City of Yorkville	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building.

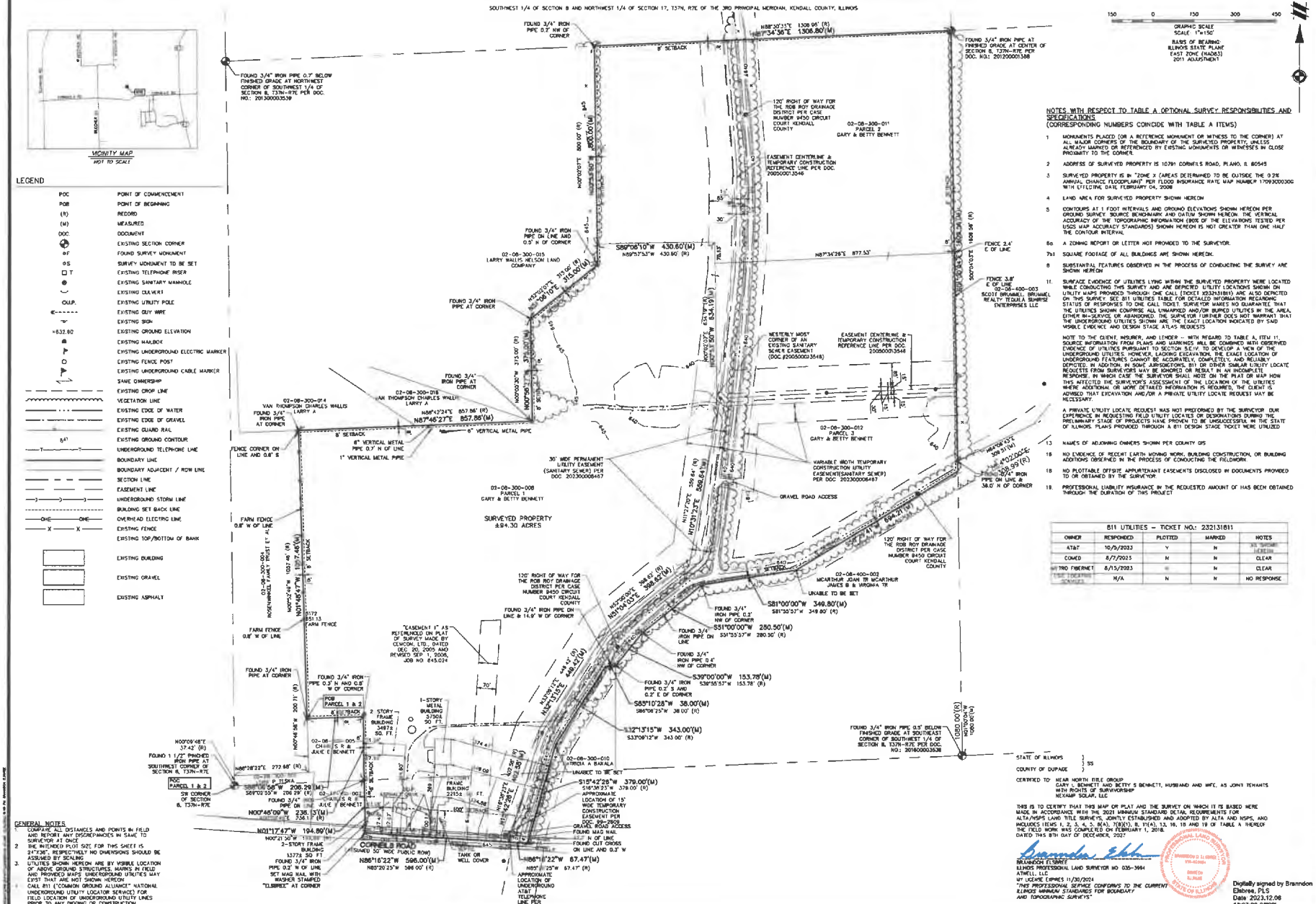
Decommissioning Cost Estimate and Surety Proposal

Consistent with the requirements of Illinois Agricultural Mitigation Agreement, Corneils Road Solar, LLC proposes to provide a decommissioning surety fund to be held by the City of Yorkville and co-owned with Corneils Road Solar, LLC. The fund will provide the requisite capital for solar project decommissioning in the unlikely event that Corneils Road Solar, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Before the issuance of a Building Permit by the City, Corneils Road Solar, LLC will submit an Engineer's Opinion of Probable Cost (EOPC) to decommissioning the facility. Corneils Road Solar, LLC will then obtain a bond to be held by the City with the bond value based on the percentage of the EOPC as required by the Agricultural Mitigation Agreement.

Once the decommissioning is complete, and after the City's inspection that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



NOTES WITH RESPECT TO TABLE A OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

(CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. ADDRESS OF SURVEYED PROPERTY IS 10781 CORNELIS ROAD, PLANO, IL 60545
3. SURVEYED PROPERTY IS IN "ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)" PER FLOOD INSURANCE RATE MAP NUMBER 17093C0030G WITH EFFECTIVE DATE FEBRUARY 04, 2008
4. LAND AREA FOR SURVEYED PROPERTY SHOWN HEREON
5. CONTOURS AT 1 FOOT INTERVALS AND GROUND ELEVATIONS SHOWN HEREON PER GROUND SURVEY. SOURCE BENCHMARK AND DATUM SHOWN HEREON. THE VERTICAL ACCURACY OF THE TOPOGRAPHIC INFORMATION (80% OF THE ELEVATIONS TESTED PER USGS MAP ACCURACY STANDARDS) SHOWN HEREON IS NOT GREATER THAN ONE HALF THE CONTOUR INTERVAL.
6a. A ZONING REPORT OR LETTER NOT PROVIDED TO THE SURVEYOR.
7b1. SQUARE FOOTAGE OF ALL BUILDINGS ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON
11. SURFACE EVIDENCE OF UTILITIES LYING WITHIN THE SURVEYED PROPERTY WERE LOCATED WHILE CONDUCTING THIS SURVEY AND ARE DEPICTED. UTILITY LOCATIONS SHOWN ON UTILITY MAPS PROVIDED THROUGH ONE CALL (TICKET #232131811) ARE ALSO DEPICTED ON THIS SURVEY. SEE 811 UTILITIES TABLE FOR DETAILED INFORMATION REGARDING STATUS OF RESPONSES TO ONE CALL TICKET. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMAPPED AND/OR BURIED UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED BY SAID VISIBLE EVIDENCE AND DESIGN STAGE ATLAS REQUESTS

NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

A PRIVATE UTILITY LOCATE REQUEST WAS NOT PREFORMED BY THE SURVEYOR. OUR EXPERIENCE IN REQUESTING FIELD UTILITY LOCATES OR DESIGNATIONS DURING THE PRELIMINARY STAGE OF PROJECTS HAVE PROVEN TO BE UNSUCCESSFUL IN THE STATE OF ILLINOIS. PLANS PROVIDED THROUGH A 811 DESIGN STAGE TICKET WERE UTILIZED

13. NAMES OF ADJOINING OWNERS SHOWN PER COUNTY GIS
18. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
19. NO PLOTTABLE OFFSITE APPURTENANT EASEMENTS DISCLOSED BY DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT

811 UTILITIES – TICKET NO.: 232131811

OWNER	RESPONDED	PLOTTED	MARKED	NOTES
AT&T	10/5/2023	Y	N	
COMED	8/7/2023	N	N	CLEAR
TRD FIBERNET	8/15/2023	N	N	CLEAR
	N/A	N	N	NO RESPONSE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

CERTIFIED TO: NEXAMP NORTH EXLE GROUP
GARY L. BENNETT AND BETTY S BENNETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
NEXAMP SOLAR, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8(A), 7(B)(1), 8, 11(A), 13, 16, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 1, 2018.
DATED THIS 8TH DAY OF DECEMBER, 2022

Brandon Elsbree
BRANDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2024
"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS"

DigitalSy signed by Brenndon Elsbree, PLS
Date: 2023.12.08 15:07:03-08'00'

Know what's below. Call before you dig.
811

ATWELL
800.800.4200
1230 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

SECTION 8 | TOWN 37 NORTH, RANGE 7 EAST | BRISTOL TOWNSHIP | KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
CORNELIS ROAD SOLAR
KENDALL COUNTY, IL

DATE: 12/6/2023

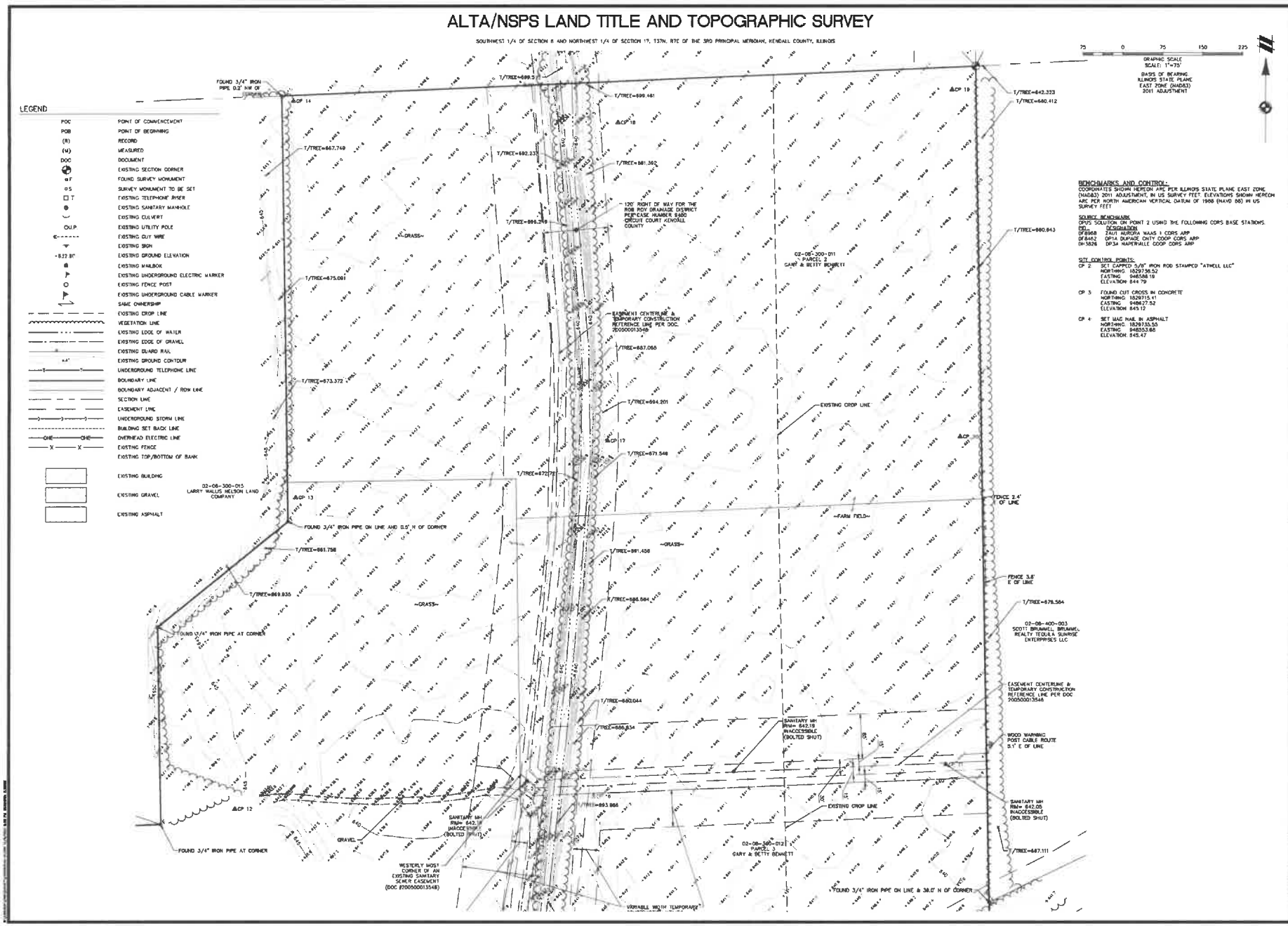
REVISIONS

SCALE: 0 75 150
1" = 150 FEET
DR. JT CH. BDE
P.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 1 OF 3

CAD FILE: 23003931ASP-01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS



811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR ATWELL LLC SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY BY THE MERE OF PERSONS ENGAGED IN THE WORK, OF ANY MEANS, STRUCTURES, OR OF ANY OTHER PERSONS

COPYRIGHT © 2023 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

ATWELL
630.850.4200 www.atwell-group.com
1220 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM 184-005978

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

NEXAMP SOLAR, LLC

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

CORNELL'S ROAD SOLAR
KENDALL COUNTY, IL

DATE 12/6/2023

REVISIONS

SCALE 0 37.5 75
1" = 75 FEET

DR. JT CH. BDE
FIELD B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 2 OF 3

CAD FILE: 23003931ALTA-01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635-166. COMMITMENT DATE: SEPTEMBER 8, 2022 AT 7:00 A.M.

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST, 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE NORTH 18°36'23" WEST 378.0 FEET TO THE SOUTH LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FROM THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°46'56" WEST, 200.71 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE SOUTH 18°36'23" WEST 378.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE SOUTH 18°36'23" WEST 378.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE SOUTH 18°36'23" WEST 378.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 87.47 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 498.53 FEET; THENCE NORTH 03°43'28" EAST, 398.43 FEET; THENCE NORTH 11°27'20" EAST, 359.64 FEET; THENCE NORTH 00°02'07" EAST, 834.19 FEET; THENCE NORTH 52°00'00" EAST, 430.80 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4, 723.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET, THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE SOUTH 18°36'23" WEST 378.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 87.47 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 498.53 FEET; THENCE NORTH 03°43'28" EAST, 398.43 FEET; THENCE NORTH 11°27'20" EAST, 359.64 FEET; THENCE NORTH 00°02'07" EAST, 834.19 FEET; THENCE NORTH 52°00'00" EAST, 430.80 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4, 723.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 3
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°05'25" WEST 280.50 FEET; THENCE SOUTH 31°55'57" WEST, 153.78 FEET; THENCE SOUTH 39°03'37" WEST, 343.0 FEET; THENCE SOUTH 18°36'23" WEST 378.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 87.47 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 498.53 FEET; THENCE NORTH 03°43'28" EAST, 398.43 FEET; THENCE NORTH 11°27'20" EAST, 359.64 FEET; THENCE NORTH 00°02'07" EAST, 834.19 FEET; THENCE NORTH 52°00'00" EAST, 430.80 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST ALONG SAID NORTH LINE OF SAID SOUTHWEST 1/4, 723.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SURVEYOR'S TITLE RESPONSE TO SURVEY RELATED SCHEDULE B PART II EXCEPTIONS WITHIN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1808635-166. COMMITMENT DATE: SEPTEMBER 6, 2022

SCHEDULE B PART II EXCEPTIONS NUMBERS 1-8 ARE NOT SURVEY RELATED MATTERS AND INTENTIONALLY NOT LISTED BELOW

9. EASEMENT IN FAVOR OF THE COUNTY OF KENDALL AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED FEBRUARY 19, 1999 AS DOCUMENT 99-2809.
RESPONSE: AS SHOWN HEREON

10. 'EASEMENT 1' AS REFERENCED ON PLAT OF SURVEY MADE BY CEMCON, LTD., DATED DECEMBER 20, 2005 AND REVISED SEPTEMBER 1, 2006, JOB NO 643.024, AFFECTING THAT PART OF THE LAND AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°45'20" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.89 FEET, THENCE NORTH 87°31'55" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 373.06 FEET; THENCE NORTH 01°43'28" WEST, 200.73 FEET; THENCE NORTH 01°48'32" WEST, 337.81 FEET; THENCE NORTH 88°11'08" EAST, 849.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE NORTH 88°11'08" EAST, 70.33 FEET; THENCE SOUTH 03°43'32" WEST, 815.29 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 86°16'36" WEST ALONG SAID CENTER LINE, 70.00 FEET; THENCE NORTH 03°43'28" EAST, 808.50 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS
RESPONSE: AS SHOWN HEREON

11. EASEMENT FOR DRAINAGE LINE ACROSS THE LAND AS DISCLOSED BY PROCEEDINGS IN CASE NUMBER 9450 CIRCUIT COURT KENDALL COUNTY, ILLINOIS
RESPONSE: AS SHOWN HEREON

12. GRANT OF EASEMENT TO THE YORKVILLE-BRISTOL SANITARY DISTRICT, GRANTOR DO HEREBY GRANT AND CONVEY TO GRANTEE, YORKVILLE-BRISTOL SANITARY DISTRICT, A BODY CORPORATE AND POLITIC OF BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, REMOVE, REPLACE AND RECONSTRUCT SANITARY SEWER PIPELINE, TOGETHER WITH SUCH EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT IN CONNECTION WITH THE PROPERTY FUNCTIONING OF SUCH SEWER PIPELINE, OVER, ALONG, UPON, ACROSS AND UNDER THE STRIP OF REAL ESTATE LEGALLY DESCRIBED IN ATTACHED EXHIBIT A; TOGETHER THE GRANTOR GRANT TO GRANTEE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE EASEMENT FOR ALL PURPOSES INCIDENTAL TO THE GRANTEE'S EXERCISE OF THE EASEMENT RIGHTS HEREIN GRANTED. FINALLY, GRANTOR GRANTS TO GRANTEE A TEMPORARY CONSTRUCTION EASEMENT OVER, ALONG, UPON, ACROSS AND UNDER THE TRACT OF REAL ESTATE DESCRIBED IN ATTACHED HERETO, DATED APRIL 27, 2005 AND RECORDED MAY 18, 2005 AS DOCUMENT 200500013546
RESPONSE: AS SHOWN HEREON

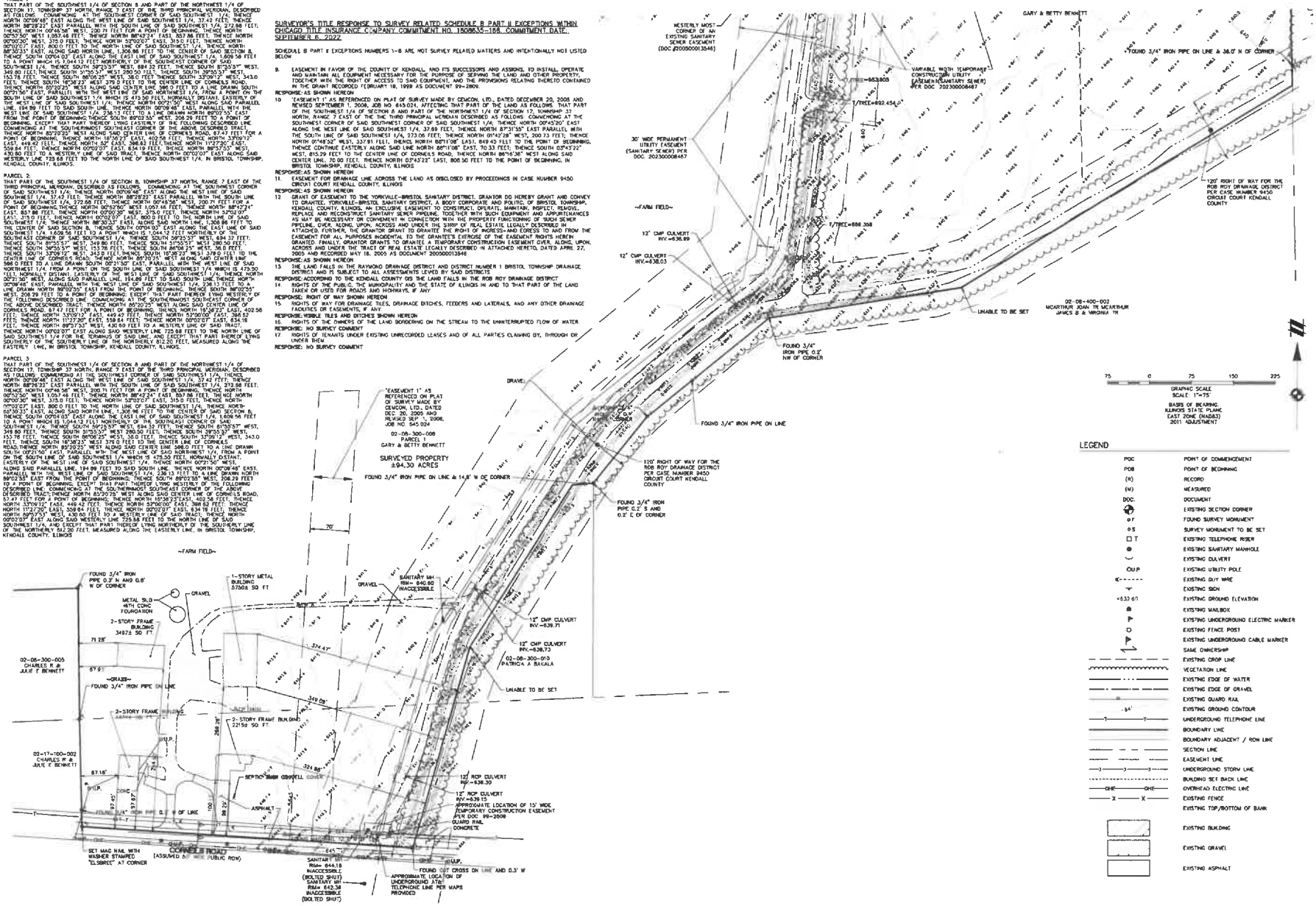
13. THE LAND FALLS IN THE RAYMOND DRAINAGE DISTRICT AND DISTRICT NUMBER 1 BRISTOL TOWNSHIP DRAINAGE DISTRICT KENDALL COUNTY, ILLINOIS, AND IS SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICTS
RESPONSE: ACCORDING TO THE KENDALL COUNTY GIS THE LAND FALLS IN THE ROB ROY DRAINAGE DISTRICT

14. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS AND HIGHWAYS, IF ANY
RESPONSE: RIGHT OF WAY SHOWN HEREON

15. RIGHTS OF WAY FOR DRAINAGE TILES, DRAINAGE DITCHES, FEEDERS AND LATERALS, AND ANY OTHER DRAINAGE FACILITIES OR EASEMENTS, IF ANY
RESPONSE: VISIBLE TILES AND DITCHES SHOWN HEREON

16. RIGHTS OF THE OWNERS OF THE LAND BORDERING ON THE STREAM TO THE UNINTERRUPTED FLOW OF WATER
RESPONSE: NO SURVEY COMMENT

17. RIGHTS OF TENANTS UNDER EXISTING UNRECORDED LEASES AND OF ALL PARTIES CLAIMING BY, THROUGH OR UNDER THEM
RESPONSE: NO SURVEY COMMENT



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(R)	RECORD
(M)	MEASURED
DOC.	DOCUMENT
	EXISTING SECTION CORNER
	FOUND SURVEY MONUMENT
	SURVEY MONUMENT TO BE SET
T	EXISTING TELEPHONE RISER
	EXISTING SANITARY MANHOLE
	EXISTING CULVERT
U.P.	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	EXISTING SIGN
638.67	EXISTING GROUND ELEVATION
	EXISTING MAILBOX
	EXISTING UNDERGROUND ELECTRIC MARKER
	EXISTING FENCE POST
	EXISTING UNDERGROUND CABLE MARKER
	SAME OWNERSHIP
	EXISTING CROP LINE
	VEGETATION LINE
	EXISTING EDGE OF WATER
	EXISTING EDGE OF GRAVEL
	EXISTING GUARD RAIL
644'	EXISTING GROUND CONTOUR
T T	UNDERGROUND TELEPHONE LINE
	BOUNDARY LINE
	BOUNDARY ADJACENT / ROW LINE
	SECTION LINE
	EASEMENT LINE
	UNDERGROUND STORM LINE
	BUILDING SET BACK LINE
OHE OHE	OVERHEAD ELECTRIC LINE
X X	EXISTING FENCE
	EXISTING TOP/BOTTOM OF BANK
	EXISTING BUILDING
	EXISTING GRAVEL
	EXISTING ASPHALT

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES.

NOTICE
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN CONFORMANCE WITH THE SAFETY STANDARDS OF ANY OSHA OR OTHER REGULATORY AGENCY.

COPYRIGHT ATWELL, LLC
THIS DRAWING IS THE PROPERTY OF ATWELL, LLC AND SHALL NOT BE REPRODUCED OR USED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC

ATWELL
(888) 850-4300 www.atwell-group.com
1230 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM # EL-0026419

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

NEXAMP SOLAR, LLC
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
CORNELS ROAD SOLAR
KENDALL COUNTY, IL

DATE 12/8/2023

REVISIONS

SCALE 1" = 75 FEET (0, 37.5, 75)
DR. JT CH. BDE
P.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 3 OF 3

CAD FILE: 23003931ALTA-01.DWG

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

DECEMBER 6, 2023
ATWELL JOB NUMBER: 23003931
NEXAMP-CORNEILS ROAD SOLAR, KENDALL COUNTY, IL LEGAL DESCRIPTION

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635-166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET;THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET;THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

1250 E. Diehl Road, Suite 300, Naperville, IL 60563 Tel: 630.577.0800 Fax: 630.577.0900
www.atwell-group.com

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET;THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT;

THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH

00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD;THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT;THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23"EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



nexamp

Aerial Map

12/06/2023

Parcels

This map was created using geothinQ | www.geothinQ.com | Mapping Smart Land Decisions

Section 466.APPENDIX D Levels 1 to 4 Contract

STANDARD AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MVA

This agreement (together with all attachments, the "Agreement") is made and entered into this _____ day of _____, by and between Nexamp Solar, LLC ("interconnection customer"), as a limited liability company organized and existing under the laws of the State of Delaware and Commonwealth Edison Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 3/2/2023; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

Whereas, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).

1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.

1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.

1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.

1.6 Responsibilities of the Parties

1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.

1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.

1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.

1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.

1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.

1.7 Parallel Operation Obligations
Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.

1.8 Metering
The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.9 Reactive Power

1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.

1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distribute generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection
The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection

customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.

2.2 Commercial Operation
The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access
The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date
This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement
This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.

3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.

3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.

4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose DER facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)

5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.

5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

5.2 Interconnection Customer Deposit
Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-

upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.

6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.

6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.

6.4 Force Majeure

6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than $2,000,000 for each occurrence, and an aggregate, if any, of at least $4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.

8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.

8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.

8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.

8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.

8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.

8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

9.2 Amendment
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the

rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish

to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Nexamp Solar, LLC

Attention: Corneils Road Solar c/o Grid Integration Team

Address: 101 Summer Street, 2nd Floor

City: Boston State: Massachusetts Zip: 02110

Phone: 617-431-1440 Fax: E-Mail: interconnections@nexamp.com

If to EDC:

EDC: Commonwealth Edison Company

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone: 630-576-8158 E-Mail: interconnect@comed.com

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: Nexamp Solar, LLC

Attention: Accounts Payable

Address: 101 Summer Street, 2nd Floor

City: Boston State: Massachusetts Zip: 02110

Phone 617-431-1440 Fax Email interconnections@nexamp.com

If to EDC:

EDC: Commonwealth Edison

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone _____ Fax _____ E-Mail _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: Nexamp Asset Management

Attention: Conrad St. Pierre and Jeff Patry

Address: 15 Union St, Suite 300

City: Lawrence State: MA Zip: 01840

Phone: 978-337-8939 Fax: _____ Email: cstpierre@nexamp.com

Phone 857-239-0057 Fax _____ E-Mail jpatry@nexamp.com

EDC's Operating Representative: Commonwealth Edison Company

Attention: Customer Operations

Address: ComEd - 2 Lincoln Center – Call Center

City: Oakbrook State: IL Zip: 60181

Phone 1-800-334-7661 Fax _____ E-Mail _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: 122612 Corneils Road Solar

For the Interconnection Customer:

Name: MRW Matthew R Walsh

Title: Vice Present of Business Development

Date: 11-27-23

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a energy resources facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified by IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed energy resources (DER) facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A DER facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a DER facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

Illinois standard distributed energy resources Interconnection Rules – The most current version of the procedures for interconnecting distributed energy resources facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the DER facility to the EDC's electric distribution system and the ongoing operation of the DER facility after it is connected to the EDC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a DER facility to the EDC's electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a DER facility. Collectively, interconnection facilities include all facilities, and equipment between the DER facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the DER facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new DER facility, or to increase the capacity or change the operating

characteristics of an existing DER facility that is interconnected with the EDC's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Load customer – An EDC customer whose primary business classification is not the production of electricity.

Parallel operation or Parallel – The state of operation that occurs when a DER facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the DER facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the DER facility.

   The proposed construction schedule for the DER facility is identified in Attachment 3, Schedule for Customer Work.

2. A one-line diagram indicating the DER facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.

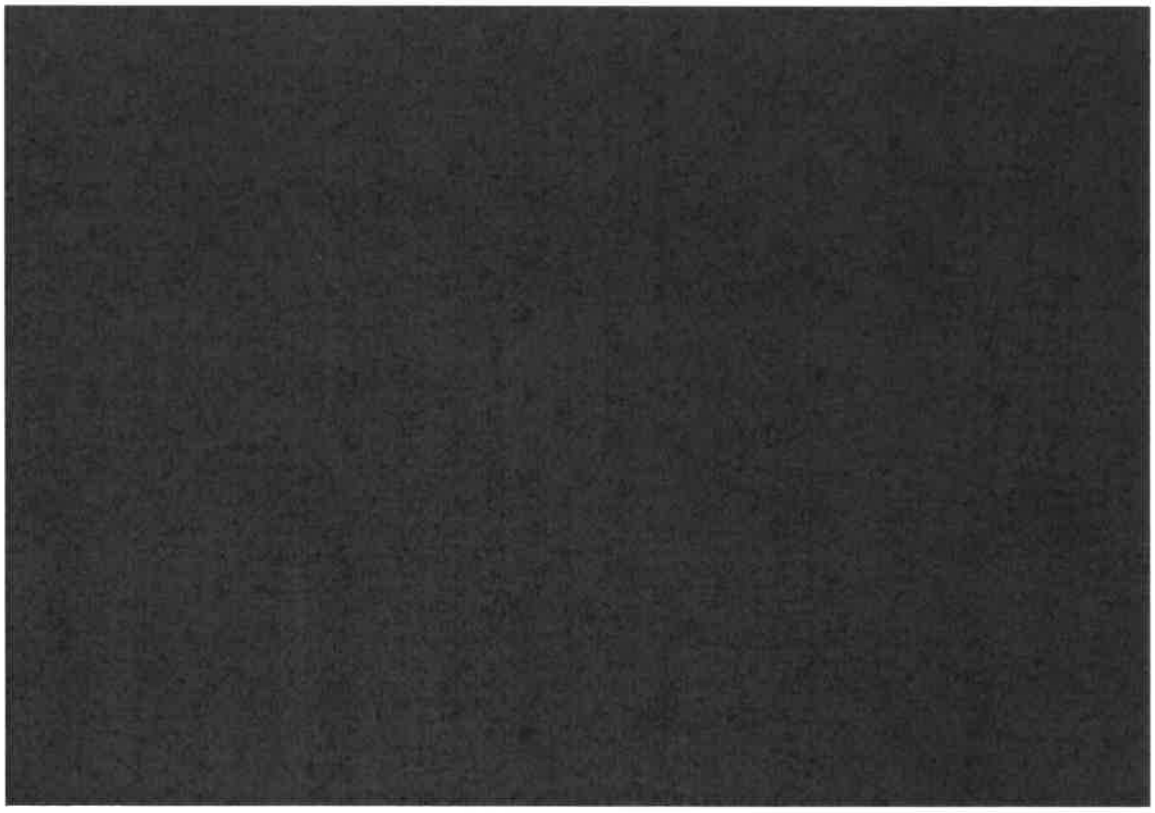
3. Component specifications for equipment identified in the one-line diagram.

4. Component settings.

5. Proposed sequence of operations.

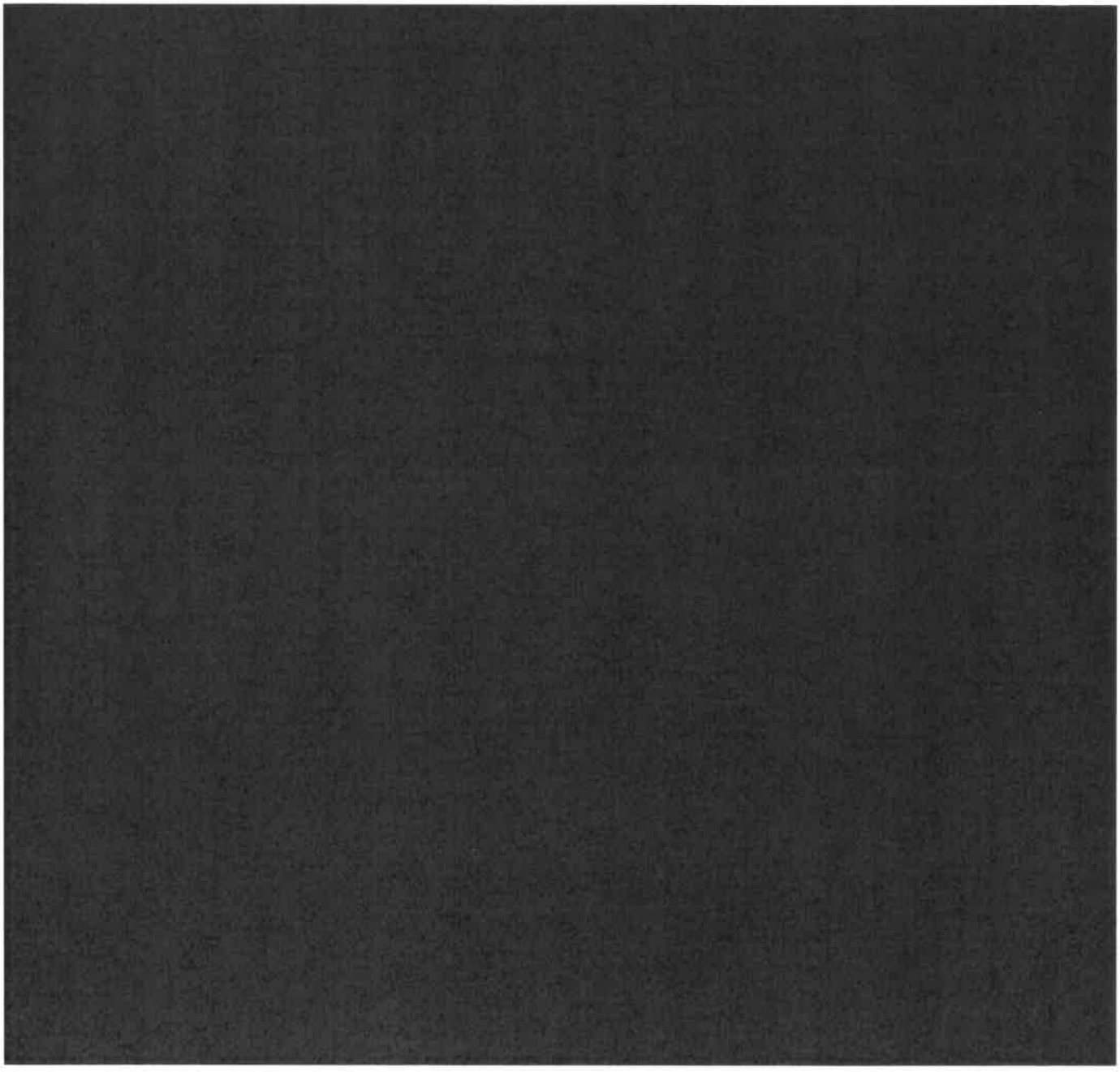
6. A three line diagram showing current potential circuits for protective relays.

7. Relay tripping and control schematic diagram.



Attachment 3

Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities



4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below*.

Cost Summary	
Labor	[redacted]
Materials	
Indirects	
AIA	
Tax Gross Up	
Estimated Grand Total*	

**The scope of work and cost provided are intended to be an initial estimate based on information provided by the interconnection customer about its distributed generation system, and ComEd's engineering and design standards. The scope of work may be revised as location-specific conditions are identified during detailed design.*

5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Schedule for EDC Work:

Project Authorization:	[redacted]
Deed, Plat of Survey and Demarcation Approval*:	
Project Design:	
Material Procurement:	
Construction – Feeder Tie-In:	
Constructions – Substations Modifications:	
Acceptance Testing:	

**Deed and plat of survey need to be provided within 1 month of Project Authorization to start a site walkdown. The demarcation drawing will be issued by the EDC after the site walkdown and needs to be approved by the customer.*

Schedule for Customer Work per Attachment 2, Step 1:

Schedule for Customer Work		
Milestone	Description	Schedule (on/before)
2.1	[redacted]	
2.1A		
2.2		
2.3		
2.4		
2.5		

**Construction date means customer has issued a notice to proceed to any contractor performing substantial work at the site AND physical activity has occurred at the site, such as grading, earthwork, equipment installation, or other civil works, signaling construction has begun.*
EDC/ComEd requires a schedule amendment to be reviewed for any change in milestone >90 calendar days.

6. Contingency Projects – Any contingencies noted: No

Other projects in the interconnection queue, upon which the scope, costs and schedule in Attachment 3 are contingent. This project may be required to include additional scope and costs to complete the EDC's interconnection facilities if a contingency project(s) withdraws from the interconnection queue.

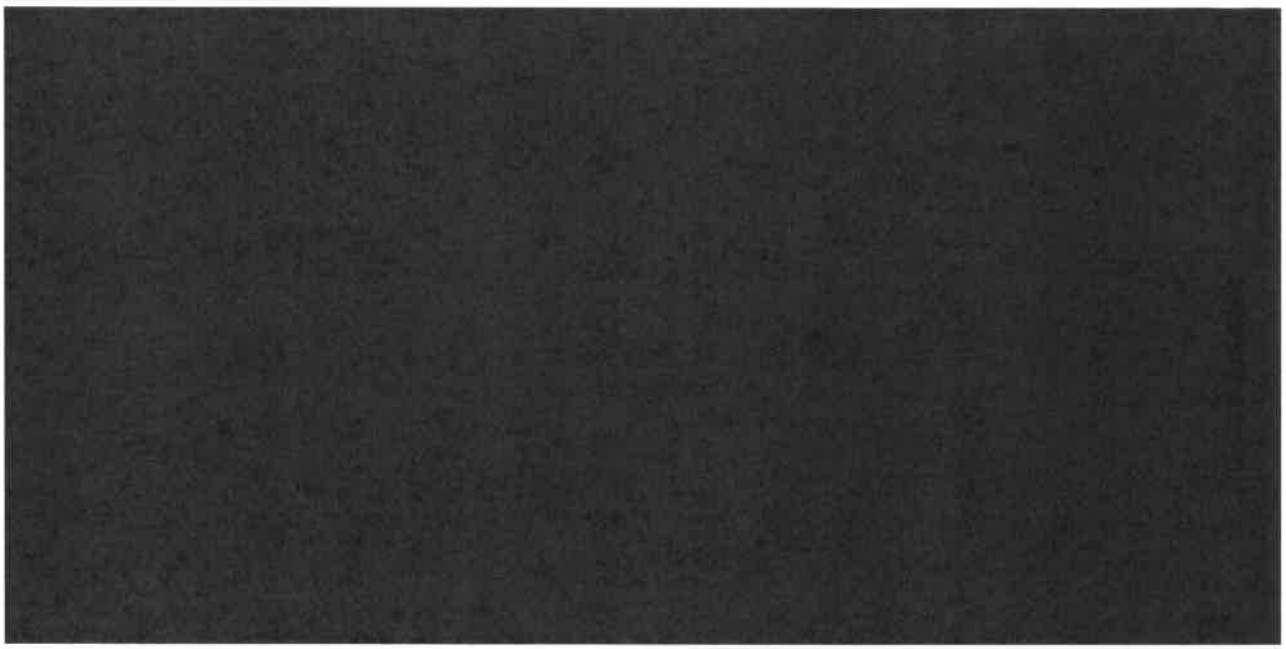
Attachment 4

Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this DER interconnection and the conditions under which each listed specific operating practice applies.

See Articles 1,7 Parallel Operation Obligations 1.9, Reactive Power, 1.10, Standards of Operation and as identified in the prior studies.

Any additional operational practices listed below:



5) All transformers require a high side protective operating device to operate under fault conditions.

6) ComEd Testing Group resources will be required to verify settings for required system protection prior to customer equipment being placed into service.



9) Customer will be responsible to purchase real estate or obtain the necessary right-of - way/ easements, to install the interconnection facilities.

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.

2. An internet link to the requirements documents.

3. The If applicable, a copy of any agreement between the interconnection customer and the EDC enabling the EDC to monitor and control the distributed energy resources facility in order to preserve distribution system reliability.

https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx

http://standards.ieee.org

Attachment 6

Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the energy resources facility.

   The specific metering requirements and equipment will be specified as part of the Detailed Engineering.

2. Identification of the appropriate tariffs that establish these requirements.

3. An internet link to these tariffs.

https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx

https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx

Attachment 7

As Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed energy resources facility, interconnection equipment, interconnection facilities, and metering equipment.

2. Component specifications for equipment identified in the one-line diagram.

3. Component settings.

4. Proposed sequence of operations.

5. A three-line diagram showing current potential circuits for protective relays.

6. Relay tripping and control schematic diagram.

Attachment 8
Other Provisions

The Parties agree to the following terms and conditions in connection with the distributed generation facility.

1.1 Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of EDC with respect to the current or future availability of transmission service or create any obligation on the part of EDC to accept deliveries of energy unless the interconnection customer or a third party taking delivery of such energy has arranged for transmission service with PJM Interconnection LLC, or its successor in interest, the organization that operates the EDC's transmission system ("PJM") in accordance with the PJM tariff and applicable laws and regulations. EDC may charge for service over its electric distribution system to deliver energy or power from the distributed generation facility to or from the facilities controlled or operated by PJM that are used to provide transmission service pursuant to the PJM tariff.

1.2 This Agreement does not constitute an agreement to interconnect the interconnection customer to a PJM point of interconnection.

1.3 The interconnection customer shall not be allowed to construct any facilities or install any equipment which will be owned or operated by the EDC, without the prior written consent of the EDC, which consent may be conditioned on the Parties negotiating and agreeing upon provisions to govern such construction or installation.

1.4 Tax Status. Based on information provided by the interconnection customer, EDC will make the determination as to whether all costs and other amounts payable, and property to be transferred, by interconnection customer to EDC under this Agreement (collectively, the "Paid Amounts") satisfy the tax law provisions for non-taxable status, as referenced in this Section 1.4. For any amounts that EDC determines do not qualify for non-taxable status, the interconnection customer shall comply with this Section 1.4, including without limitation paying the applicable income tax gross-up as set forth herein.

1.4.1 Tax Status

A. To qualify for non-taxable treatment with respect to the Paid Amounts, the interconnection customer must meet all qualifications and requirements as set forth in the tax laws ("Non-Taxable Treatment"). The determination of whether the Paid Amounts qualify for Non-Taxable Treatment shall be made by EDC, based on the information furnished by interconnection customer to determine tax treatment under the relevant tax law provisions.

B. To the extent EDC reasonably determines that all or a portion of the Paid Amounts qualify for Non-Taxable Treatment, both Parties intend to treat such

amounts as non-taxable contributions from interconnection customer to EDC for federal and state income tax purposes. With respect to any such Paid Amounts, interconnection customer agrees to maintain Non-Taxable Treatment for such amounts, and interconnection customer shall remain subject to the terms of this Section 1.4, in any subsequent or interim agreement related to this Agreement. To the extent EDC determines that all or a portion of the Paid Amounts are taxable, interconnection customer agrees to pay the income tax gross-up amount referenced in this Section 1.4.

1.4.2 Tax Indemnity

For any amounts the Parties treat as non-taxable pursuant to Section 1.4.1, interconnection customer shall indemnify and hold harmless EDC for any costs or taxes, penalties, and interest that EDC incurs in the event that the IRS and/or a state taxing authority determines that the Paid Amounts are taxable income to EDC. In such an event, interconnection customer shall pay to EDC, on demand, the amount of any income taxes that the IRS or a state taxing authority assesses EDC in connection with the Paid Amounts, plus any applicable interest and/or penalties assessed EDC. In the event that EDC in its sole discretion chooses to contest such assessment and prevails in reducing or eliminating the tax, interest and/or penalties assessed against it, EDC shall refund to interconnection customer the excess of the amount paid to EDC pursuant to this Section 1.4 over the amount of the tax, interest and penalties for which EDC is finally determined to be liable. Interconnection customer's tax indemnification obligation under this section shall survive any termination of this Agreement or of any subsequent or interim agreement related to this Agreement.

1.4.3 Income Tax Gross-Up

A. In the event that interconnection customer does not establish to EDC's satisfaction within 15 days of the execution of this Agreement (the "Specified Date") that the Paid Amounts are or will be non-taxable, interconnection customer shall increase the amount of the Security Deposit to include any amounts described under this Section 1.4 regarding income tax gross-up.

B. The required increase in the Security Deposit shall equal the amount necessary to permit EDC to pay all applicable income taxes ("Current Taxes") on the amounts to be paid by interconnection customer under this Agreement after taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), with respect to such amounts. For this purpose, Current Taxes shall be computed based on the composite federal and state income

tax rates applicable to EDC at the time the Security Deposit is increased, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting EDC's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital. EDC may draw on the Security Deposit on a quarterly basis based on the Paid Amounts received by EDC.

C. Interconnection customer must provide the increase in the Security Deposit, in a form and with terms as acceptable to EDC, within 15 days of the Specified Date unless EDC notifies interconnection customer otherwise. The requirement for the increase in the Security Deposit under this Paragraph shall be treated as a milestone for purposes of Attachment 3 of this Agreement.

D. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect any entity's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

E. In the event, and to the extent, (i) EDC subsequently determines that amounts for which interconnection customer has paid EDC are non-taxable, and (ii) EDC successfully obtains a refund of federal and/or state income tax originally paid with respect to such amounts, EDC shall timely return such amounts to the interconnection customer. For purposes hereof, EDC may make such a determination in light of subsequent IRS guidance, or other relevant authority. In the event of a successful refund claim by EDC, EDC shall return the remaining Security Deposit attributable to this Section 1.4, but no more than it obtains from the relevant taxing authority, less any reasonable fees incurred to secure such tax refund, to interconnection customer.

1.5 If any of EDC's facilities, in addition to those described in Section 2.3, are or will be located on interconnection customer's property, EDC shall have access to such facilities at all times and when practical, the EDC shall provide notice to the interconnection customer prior to using its right of access. Upon EDC's completion of final, detailed engineering, if EDC identifies any facilities which will be located on interconnection customer's property and requests written property rights in order to have such access, the interconnection customer shall provide such rights.

1.6 Interconnection customer shall also be responsible for paying in full to EDC all approved FERC and ICC rates and charges applicable to interconnection customer's connection to and usage of the electric distribution system, if any.

1.7 Interconnection customer shall not disclose any information labeled "CEII" or "Critical Energy Infrastructure Information" or other information labeled "Confidential" obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.

1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party's representatives of safety rules applicable to an area.

1.9 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

The parties agree Article 5 Section 1.2 is stricken in its entirety and replaced with, "Within 120 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference."

CABLE SCHEDULE

CIRCUIT ID	VOLTAGE RATING	CONDUCTOR QUANTITY, SIZE AND MATERIAL	WIRE TYPE	QUANTITY OF CONDUITS	SIZE OF CONDUITS	CONDUIT TYPE	NOTES
A	35kV	(3) #1/0 AWG AL	COVERED ACSR	--	--	--	
A1	35kV	(1) #1/0 AWG AL	COVERED ACSR	--	--	--	
B	35kV	(3) #1/0 AWG AL JACKETED CONCENTRIC CONDUCTOR (DIRECT BURIAL)	MV-105	1	5"	PVC	EPR/133%
C	35kV	(1) #1/0 AWG AL	MV-105	1	2"	PVC	EPR/133%
D	--	FLEXIBLE BUSBAR CONNECTION	--	--	--	--	--
E	600V	(4) #1/0 AWG	XHHW-2				
F	600V	(2) #10 AWG, (1) #10 AWG N, (1) #10 AWG G	XHHW-2	1	1"	PVC	
F1	600V	(2) #10 AWG, (1) #10 AWG G	XHHW-2	1	1.5"	PVC	
G	--	(1) CAT5	--	1	1.5"	PVC	
H	--	(1) RS-485	--	1	1.5"	PVC	
I	600V	(2) #10 AWG AL, (1) #10 AWG N, (1) #10 AWG G	XHHW-2	1	1"	PVC	
J	600V	(1) #10 AWG, (1) #10 AWG W, (1) #10 AWG G	XHHW-2	1	1"	PVC	
J1	--	TAVRIDA UMBRICAL CABLE TENA.9956.34.000-02	--	--	--	--	
K	600V	(1) ATI CONTROL CABLE - PN 50001-000	XHHW-2	1	1.5"	PVC	
K1	-	-	-	-	1"	PVC	SPARE***
K2	-	-	-	-	4"	PVC	SPARE***
K3	-	-	-	-	2"	PVC	SPARE***
L	600V	(3) #8 AWG, (1) #8 AWG G	XHHW-2	-	-	CAB	
M	600V	(3) #1 AWG AL, (1) #8 AWG AL G	XHHW-2	1	1.5"	PVC	
M**	600V	(2) #8 AWG, (1) #8 AWG G	XHHW-2	1	1"	PVC	
O	600V	(2) #12 AWG CONDUCTOR FOR 24VDC FAST STOP MONITORING	THWN-2	1	1"	PVC	
P	600V	(3) #12 AWG CONDUCTOR FOR 24VDC FAST STOP TRIGGER	THWN-2	1	1"	PVC	
Q	-	FIBER	-	1	1.5"	PVC	
R	600V	(3) 300 KCMIL AL, (1) 3/0 AWG AL N, (1) #1 AWG AL G	XHHW-2	1	3"	PVC	

*ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED.
** TRANSITIONAL BETWEEN PVC AND CAB SYSTEM
*** SPARE CONDUITS TO EXTEND 10' BEYOND THE EDGE OF THE PAD

INVERTER PROTECTION SETTINGS

INVERTER PROTECTIVE FUNCTIONS	VOLTAGE SETTING PU	FREQUENCY SETTING HZ	TOTAL CLEARING CYC/SEC
27 - FAST UNDERVOLTAGE	300 (50%)	-	60 (1.0)
27 - UNDERVOLTAGE	420 (70%)	-	660 (11)
27 - UNDERVOLTAGE	538 (90%)	-	1200 (21)
59P1 - FAST OVERVOLTAGE	660 (110%)	-	780 (13)
59P2 - OVERVOLTAGE	720 (120%)	-	9.6 (0.16)
81U/P1 - UNDERFREQUENCY		57.0	9.6 (0.16)
81U/P2 - UNDERFREQUENCY		56.5	10000 (300)
81O/P1 - OVERFREQUENCY	-	60.5	10000 (300)
81O/P2 - OVERFREQUENCY		62.0	9.6 (0.16)

1. ALL VOLTAGE VALUES ARE L-L AS DELTA CONFIGURATION IS IMPLEMENTED
2. SETTINGS ARE BASED ON NPCC DIRECTIVE 12 FIGURE 1 CURVE

PROTECTIVE RELAY SETTINGS

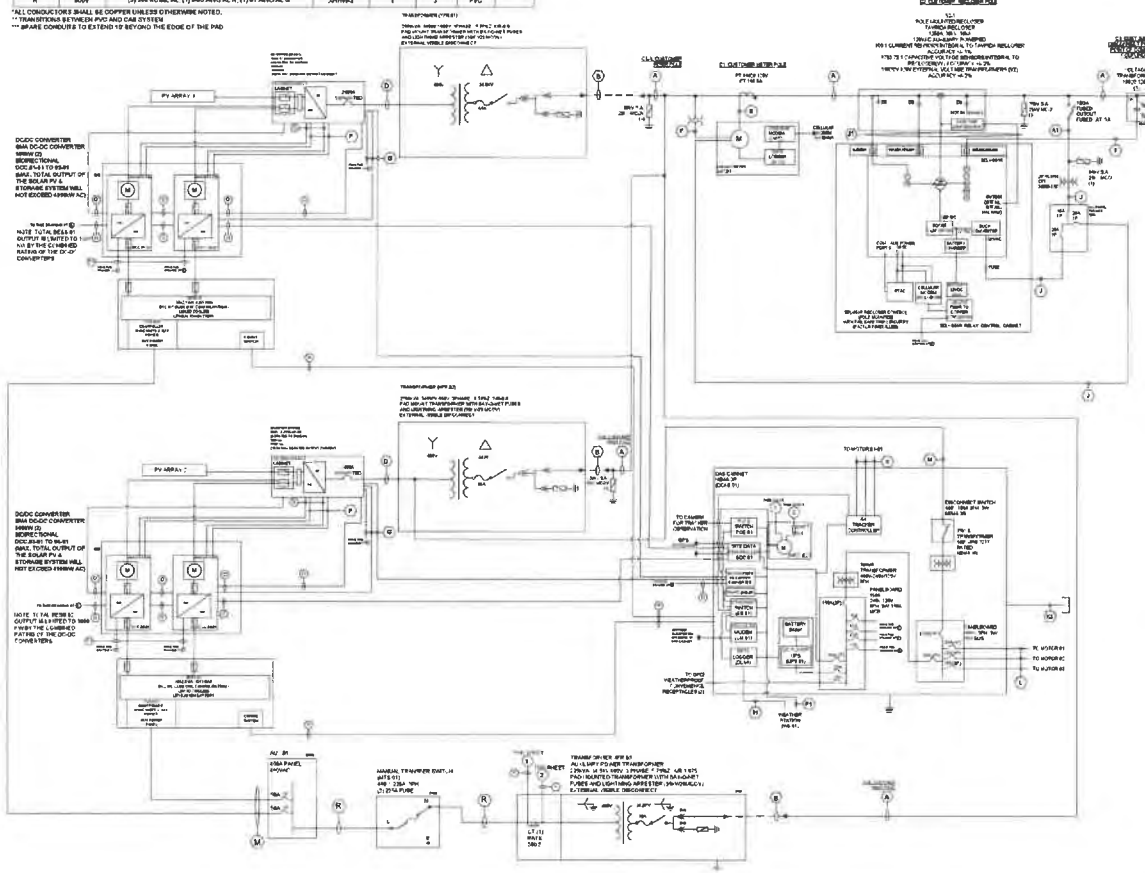
IEEE-ANSI PROTECTIVE FUNCTIONS	TRIP OUTPUT	VOLTAGE SETTING SEC (PRI) (PU)	FREQUENCY SETTING HZ	TOTAL CLEARING TIME CYC/SEC	CURRENT SETTING SEC (PRI)
27P1 - FAST UNDERVOLTAGE	X	60(9960.3)(90%)		60 / 1.1	-
27P2 - UNDERVOLTAGE	X	105.5(17530.3)(95%)		120 / 2	-
59P1 - OVERVOLTAGE	X	132(21910.4)(110%)		120 / 2	-
59P2 - OVERVOLTAGE	X	144(23903.3)(120%)	-	9.6 / 0.16	-
59N - NEUTRAL VOLTAGE DISPLACEMENT	X	12(1991.8)(10%)	-	120 / 2	
81U/P1 - UNDERFREQUENCY	X	-	58.5	9.6 / 0.16	-
81U/P2 - UNDERFREQUENCY	X	-	58.5	10000 / 300	-
81O/P1 - OVERFREQUENCY	X	-	61.2	10000 / 300	
81O/P2 - OVERFREQUENCY	X	-	62.0	9.6 / 0.16	
51 - PHASE OVERCURRENT	X	-	-	CURVE U4 T.D. 1.8	1.26A/105A
51G - GROUND OVERCURRENT	X	-	-	CURVE U4 T.D. 1.8	0.41A/41.5A
79 - RECLOSER	X	1 to(1662.7)(90%, 1.1 to(1.2)(95%)	59.3 - 60.5	10000 (300)	SEE NOTE 7
ALARM	X			41.66	-

1. ALL VOLTAGE SETTING VALUES ARE L-G AS GROUNDED WYE CONFIGURATION IS IMPLEMENTED
2. CLEARING TIME INCLUDES THE DELAY TIME AND THE FAULT CLEARING TIME (3 CYC / 0.05SEC).

ONE LINE DIAGRAM LEGEND

- KWH METER
- PV INVERTER
- POTENTIAL TRANSFORMER
- CURRENT TRANSFORMER
- TRANSFER TRIP
- CIRCUIT BREAKER
- CABLE TERMINATION
- RECLOSER
- FUSE
- REMOVABLE CONNECTOR
- SURGE ARRESTER
- FUSED CUT OUT
- GANG OPERATED DISCONNECT
- POWER TRANSFORMER
- SOLID BLADE DISCONNECTS

OWNER COMED



NOTES:

1. INFORMATION CONTAINED IN THIS DRAWING IS PROPRIETARY AND CONFIDENTIAL BELONGING TO NEXAMP, INC. OF BOSTON, MA.
2. USE OF THIS INFORMATION SHALL BE LIMITED TO THE SPECIFIC PROJECT IT WAS DEVELOPED FOR AND SHALL NOT BE S EPRODUCED WITHOUT CONSENT FROM NEXAMP, INC.
3. INTERNAL CABINET WIRING SHALL BE 600 TYPE INSULATION.
4. RS-232 COMMUNICATION CABLES SHALL NOT EXCEED 50 FEET IN TOTAL LENGTH, INSULATION LEVEL SHALL BE 600V.
5. RS-485 COMMUNICATION CABLES SHALL NOT EXCEED 4000 FEET IN TOTAL LENGTH.
6. COMBINED DC DISC AND AC DISC PER NEC ARTICLE 690.47 (C; 1), SERVICES AC DISC PER ARTICLE 230.72.
7. TS FUNCTION IS ONLY ENABLED ON VOLTAGE & FREQUENCY DISTURBANCES, A 5 MINUTE DELAY WILL BE SET FOR RECLOSING UPON GOOD VOLTAGE & FREQUENCY, RECLOSER WILL LOCKOUT ON OVERCURRENT OPERATION.
8. 120VAC POWER CIRCUITS WITHIN SUBSTATION CABINET SHALL BE INSTALLED IN CONDUIT.
9. TWO SMA SUNNY CENTRAL 2660-US (RERATED TO 2500KW) INVERTER ARE USED. THIS INVERTER IS UL LISTED 1741 AND IEEE 1547 COMPLIANT.
10. THE GANG OPERATED DISCONNECTED IS A VISIBLE BREAK AND IS ACCESSIBLE TO THE UTILITY 24/7.
11. THE RECLOSER SHALL BE EQUIPPED WITH SAFE TRIP FUNCTION. THIS FUNCTION WILL BE USED TO TRIP THE RECLOSER ON LOSS OF DC POWER. THE OUTPUT CONTACT IS WIRED TO AUXILIARY RELAY MOUNTED UP AT THE RECLOSER BY MANUFACTURER UPON LOSS OF POWER TO THE RELAY. THE AUXILIARY RELAY WILL DROP OUT AND RECLOSER WILL TRIP WITHIN 2 SECONDS.THE BATTERY IS CHARGED FROM THE UTILITY SIDE OF THE RECLOSER THROUGH AN AUXILIARY TRANSFORMER AND IN CASE OF POWER FAILURE, THE BATTERY POWER WILL BE RESPONSIBLE FOR TRIPPING THE RECLOSER.
12. THE TEST SWITCHES SHOWN HERE FOR REPRESENTATIONAL PURPOSES ONLY, ALL THE TEST SWITCHES WILL BE HARDWIRED INTO THE RECLOSER CONTROLLER BY MANUFACTURER.
13. HANWHA Q.PEAK DUO XL-G11.3 MODULES ARE USED.
14. THE BYESS DC CAPACITY IS 966.2KWH AND AC CAPACITY IS 480KW
15. THE TRANSFORMER HAS A FULLY RATED NEUTRAL.
16. THE CLOSING TIME, OPENING TIME AND CLEARING TIME OF THE RECLOSER IS NOT MORE THAN 77ms, 43ms AND 61ms RESPECTIVELY PER MANUFACTURER'S SPECIFICATIONS.
17. 2,125kWh/5.5MWh OF DC STORAGE ARE USED LIMITED TO 3MW, BESS CHARGED FROM PV ONLY.

nexamp
101 Summer Street, Boston, MA 02110
Tel (617) 431-1440 Fax (978) 418-2525 Web: nexamp.com

Rev	Issued For	Date Issued
A	Interconnection Application	07/03/2023

PAUL C. SWEETWOOD
7/26/2023

Project: 122612 Comells Road - Storage Addition
100791 Comells Road, Plano, IL 60545-9777 (41.6925, -88.4640)

Drawing Title: AC Electrical Diagram
Drawn by: J. Abdulsalam Scale: N.T.S. Approved by: Imtiz Nabatte

Drwg No	Size: D	Sheet Rev
E-602		A

Company Confidential – The drawing of plant are the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and are submitted in confidence. They are not transferrable and must be used only for the purpose for which the Drawing/plant is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.



Efficient

- Up to 4 inverters can be transported in one standard shipping container
- Overdimensioning up to 150% is possible
- Full power at ambient temperatures of up to 35°C

Robust

- Intelligent air cooling system OptiCool for efficient cooling
- Suitable for outdoor use in all climatic ambient conditions worldwide

Flexible

- One device for all applications
- PV application, optionally available with DC-coupled storage system

Easy to Use

- Improved DC connection area
- Connection area for customer equipment
- Integrated voltage support for internal and external loads

SUNNY CENTRAL UP

The new Sunny Central: more power per cubic meter

With an output of up to 3067 kVA and system voltages of 1500 V DC, the SMA central inverter allows for more efficient system design and a reduction in specific costs for PV and battery power plants. A separate voltage supply and additional space are available for the installation of customer equipment. True 1500 V technology and the intelligent cooling system OptiCool ensure smooth operation even in extreme ambient temperature as well as a long service life of 25 years.

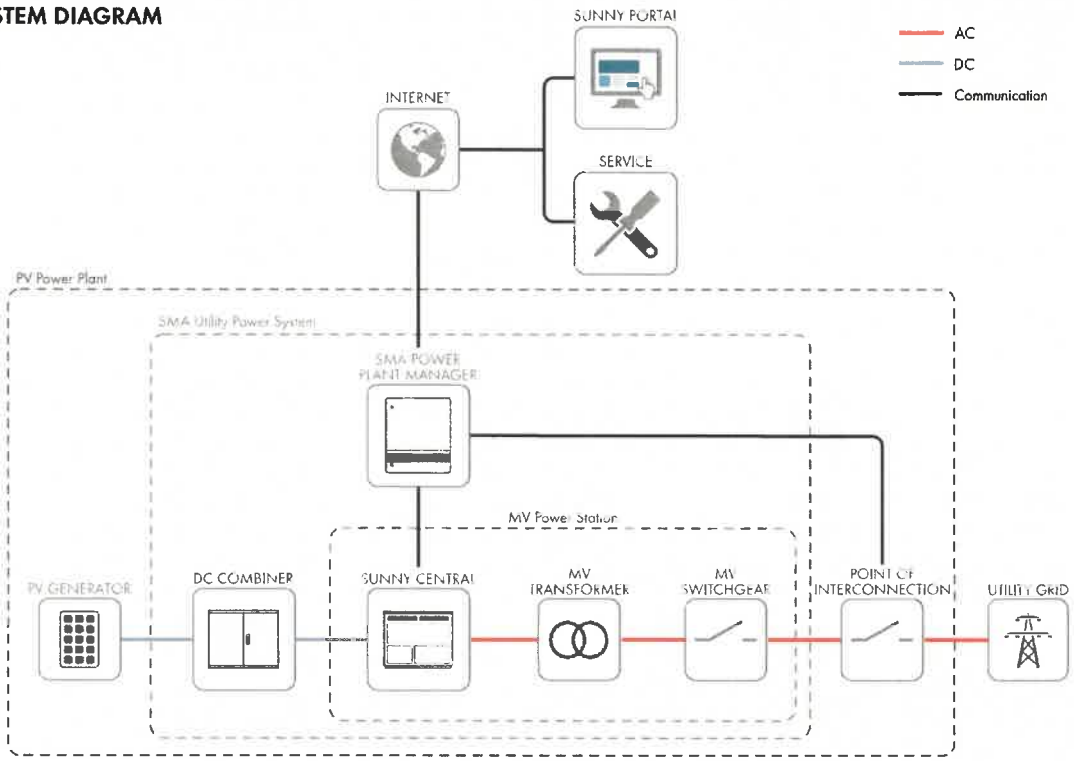
SUNNY CENTRAL UP

Technical Data	Sunny Central 2660 UP	Sunny Central 2800 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	880 V to 1325 V / 1100 V	921 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	849 V / 1030 V	891 V / 1071 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2667 kVA / 2400 kVA	2800 kVA / 2520 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2134 kW / 1920 kW	2240 kW / 2016 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	600 V / 480 V to 720 V	630 V / 504 V to 756 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / o	● / o / –
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2660 UP	SC 2800 UP

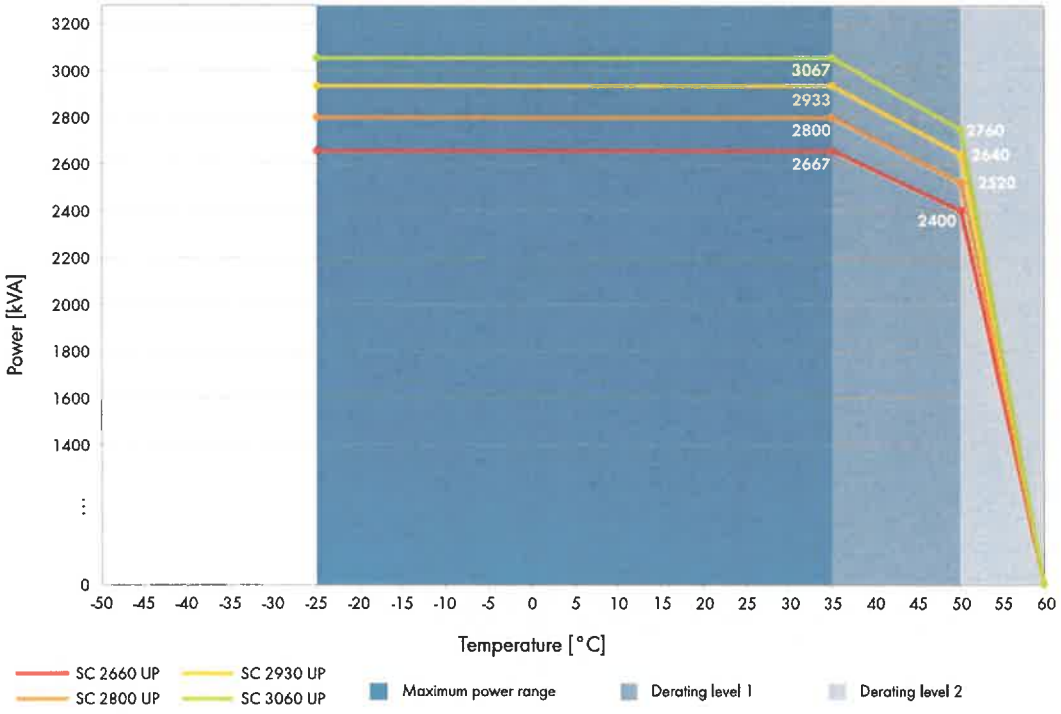
1) At nominal AC voltage, nominal AC power decreases in the same proportion
2) Efficiency measured without internal power supply
3) Efficiency measured with internal power supply
4) Self-consumption at rated operation
5) Self-consumption at < 75% Pn at 25 °C
6) Self-consumption averaged out from 5% to 100% Pn at 25 °C
7) Sound pressure level at a distance of 10 m
8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.
9) A short-circuit ratio of < 2 requires a special approval from SMA
10) Depending on the DC voltage
11) Earlier temperature-dependent de-rating and reduction of DC open-circuit voltage

Technical Data	Sunny Central 2930 UP	Sunny Central 3060 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	962 V to 1325 V / 1100 V	1003 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	934 V / 1112 V	976 V / 1153 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35 °C / at 50 °C)	2933 kVA / 2640 kVA	3067 kVA / 2760 kVA
Nominal AC active power at cos φ =0.8 (at 35 °C / at 50 °C)	2346 kW / 2112 kW	2454 kW / 2208 kW
Nominal AC current $I_{AC, nom}$ (at 35 °C / at 50 °C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	660 V / 528 V to 759 V	690 V / 552 V to 759 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	● 1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25 °C to 60 °C / −13 °F to 140 °F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40 °C to 60 °C / −40 °F to 140 °F	
Temperature range (storage)	−40 °C to 70 °C / −40 °F to 158 °F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / –	
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2930 UP	SC 3060 UP

SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR (at 1000 m)



SC2xxxUP-DS-en-11 Printed on FSC paper. All products and services described and all technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for typographical or other errors. For current information, please visit www.SMA-Solar.com

powered by Q.ANTUM DUO Z



Q.PEAK DUO XL-G11.3 / BFG
570-585

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS



BIFACIAL ENERGY YIELD GAIN OF UP TO 20 %
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (–1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

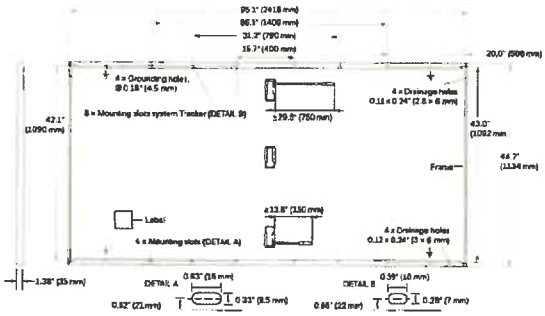
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
on Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥29.5 in (750 mm), (–) >13.8 in (350 mm)
	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



ELECTRICAL CHARACTERISTICS

POWER CLASS				570		575		580		585	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[2] (POWER TOLERANCE +5 W / –0 W)					BSTC[2]		BSTC[2]		BSTC[2]		BSTC[2]
Minimum	Power at MPP	P_{MPP}	[W]	570	623.5	575	629.0	580	634.4	585	639.9
	Short Circuit Current[1]	I_{SC}	[A]	13.50	14.77	13.52	14.80	13.55	14.83	13.57	14.86
	Open Circuit Voltage[1]	V_{OC}	[V]	53.50	53.69	53.53	53.72	53.56	53.75	53.59	53.78
	Current at MPP	I_{MPP}	[A]	12.83	14.03	12.87	14.09	12.92	14.14	12.97	14.19
	Voltage at MPP	V_{MPP}	[V]	44.44	44.43	44.66	44.65	44.88	44.87	45.10	45.09
	Efficiency[1]	η	[%]	≥20.8	≥22.8	≥21.0	≥23.0	≥21.2	≥23.2	≥21.4	≥23.4

Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

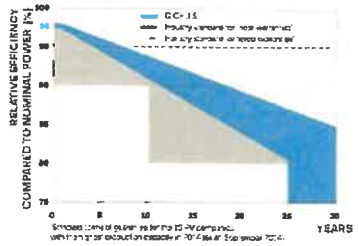
[1]Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3

[2]at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70% ±5%, 25±2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[3]							
Minimum	Power at MPP	P_{MPP}	[W]	429.1	432.9	436.6	440.4
	Short Circuit Current	I_{SC}	[A]	10.87	10.89	10.91	10.93
	Open Circuit Voltage	V_{OC}	[V]	50.60	50.63	50.66	50.68
	Current at MPP	I_{MPP}	[A]	10.09	10.14	10.18	10.22
	Voltage at MPP	V_{MPP}	[V]	42.51	42.71	42.89	43.08

[3]800 W/m², NMOT, spectrum AM 1.5

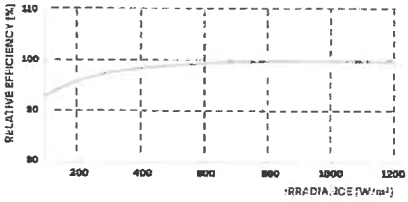
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 94% of nominal power up to 10 years. At least 85% of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.34	Nominal Module Operating Temperature	NMOT	[°F]	108±5.4 (42±3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	–40 °F up to +185 °F (–40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3]See Installation Manual

[4]New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells)

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Specifications subject to technical changes © Q CELLS Q PEAK DUO XL-G11.3/BFG 570-585 2021-05_Rev01_NA

VOYAGER

Voyager+

Next-generation single-axis tracker providing industry-leading ease of installation, performance, and reliability



Superior Design Flexibility

Easily optimize your system with a ground coverage ratio (GCR) from 30 to 60 percent, 10 degree N/S slope tolerance, and maximized module-to-row density.

- Maximum MW/acre with minimal grading

Lowest Installed Cost

Voyager has the fastest module installation process in the world and uses about 30% less posts than its designs resulting in lower costs and fewer man hours.

- Fastest in industry installation

Yield Enhancement Software

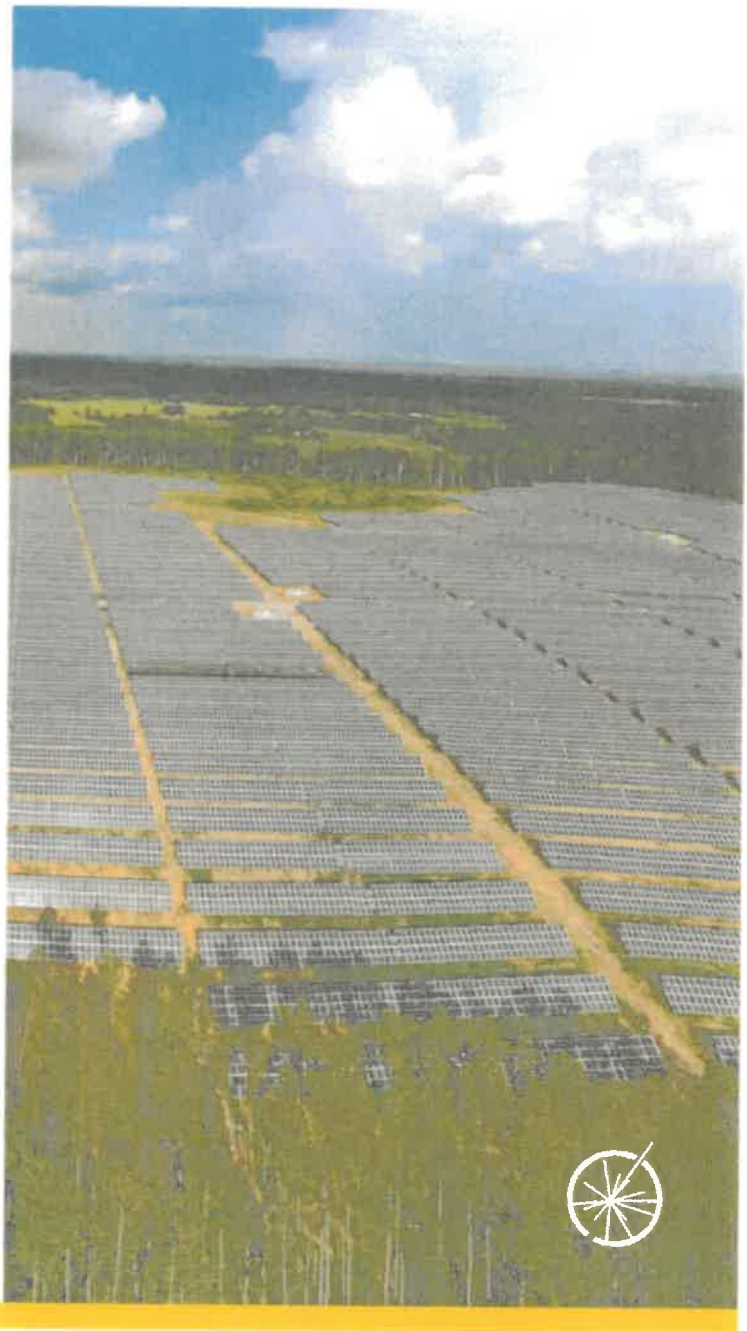
SunPath software provides individual row backtracking, multi-row shade optimization, and diffused light tracking that can add up to 8% in total energy output.

- Optimal energy yield for any project

Designed for Reliability

Our self-powered drive system requires no auxiliary power or communications systems, thereby avoiding the complexity, expense and power consumption. Our true N-1 design provides enough redundancy to enable seamless operation.

- Minimal maintenance requirements over system life



©2022 FTC Solar, Inc.



Voyager+ Design Specifications

Wind Speed Configurations	Up to 120mph
Module Architecture	2 modules in portrait orientation
Modules Supported	All Large frame, Mono,Poly,Bifacial
Module Attachment	6 mechanical fasteners per module
String Architecture	1500V systems; 4 strings per row, up to 30 modules per string, 1000V Systems; 6 strings per row up to 20 modules per string
Power	Two 60W Power Modules Onboard Lithium-ion Battery; 24V DC self powered drive system with up to 3-day battery backup
Drive Type	70kN, 100 kN Slew Drives
Posts per Row (typical)	7 posts per row (1 drive, 6 typical)
Post Size	W6 and W8 Compatible
Post Type	Driven (primary) w/ alternative foundation options available
Operating Range of Motion	+/- 52° (60° optional)
Stow Conditions	Wind Stow (0°), Snow Stow (40°), Flood Stow (0°), Hail Stow (50°)
Backtracking	Individual Row Level (standard) Terrain-Based Backtracking (included with SunPath)
Diffuse Light Capture	Included with SunPath
Ground Clearance	300mm (minimum)
Ground Coverage	20-60% GCR supported
Slope Tolerances	10° (17.5%) – North-South Unlimited – East-West
Snow Load	0psf - 60psf (Higher available upon request)
Operating Temperature	0°C to 60°C (-20°C to 60°C with Cold Weather Package)
Sensor Package	Wind, Snow, Flood
Communication Architecture	Wireless Zigbee Mesh Network Row to Row; One Zone Controller for up to 99 rows. Connection to SCADA/DAS through Modbus TCP/IP interface
Special Installation Tools	None
Certifications	UL 2703, 3703 and IEC EC 62817 (pending)
Warranty	5 yr drive and control + 10 yr structure Additional warranty options available.



FTC SOLAR

FTC Solar integrates engineering, software, and lean construction to lower installation costs and deploy reliable solar tracking solutions to advanced projects around the world.

North America, Latin America
Europe, Africa, India
Middle East & North Africa
Australia
Asia

Get a quote today
info@ftcsolar.com
866-FTC-Solar
ftcsolar.com/quote

January 25, 2023

SMA America, LLC
6020 West Oaks Blvd, Ste 300
Rocklin, CA 95765-3714
Tel.: +1 916 625 0870
Fax: +1 916 625 0871

To whom it may concern

RE: Nexamp Solar Project
SC2660-UP-US – Inverter Power Limiting

Dear Sir/Madam,

This letter is to confirm that **(2) SMA Sunny Central 2660-UP-US** inverters will be output power limited to meet grid requirements. For this project, the output power of the inverters will be limited to **2495** kVA and **2495** kVA, respectively. The output power limit is only accessible by SMA Service after commissioning.

SMA will submit a letter to the customer stating the inverter power limit by inverter serial number as documented proof that the power limit has been completed. A secondary label will be installed near the inverter label indicating the unit is power limited.

Sincerely,

Ryan J. LeBlanc
Principal Applications Engineer
SMA America, LLC
Rocklin, CA

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01



System Features

High Energy Density

- Compact mechanical design, minimized footprint

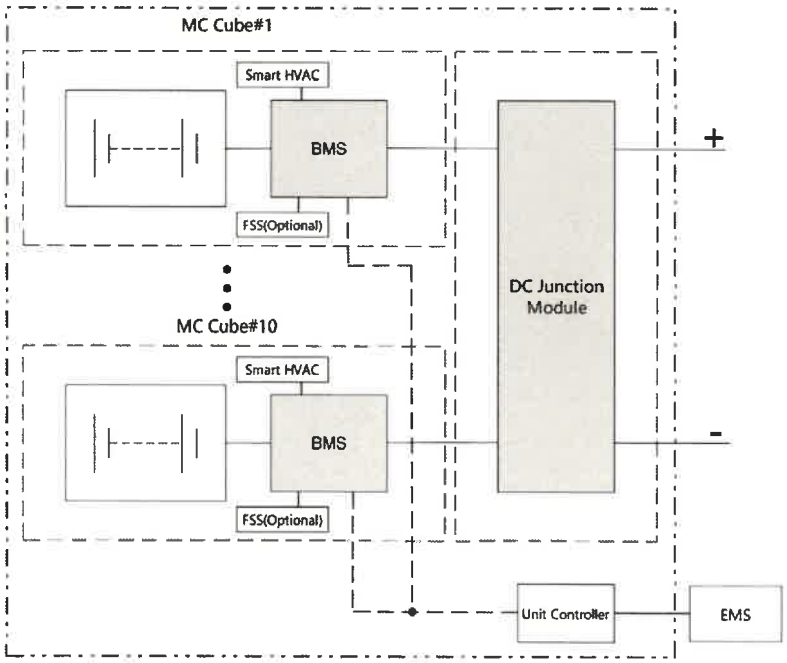
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



©BYD AUTO Industry Company Limited. All rights reserved. Subject to change without notice
V1.2.2023.0105

System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	< 2000m【2】	< 2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note.

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃.

【2】Power derating is performed when the altitude is between 2000-3000m.

©BYD AUTO Industry Company Limited. All rights reserved. Subject to change without notice
V1.2 2023.01.05



Efficient

- Up to 4 inverters can be transported in one standard shipping container
- Overdimensioning up to 150% is possible
- Full power at ambient temperatures of up to 35°C

Robust

- Intelligent air cooling system OptiCool for efficient cooling
- Suitable for outdoor use in all climatic ambient conditions worldwide

Flexible

- One device for all applications
- PV application, optionally available with DC-coupled storage system

Easy to Use

- Improved DC connection area
- Connection area for customer equipment
- Integrated voltage support for internal and external loads

SUNNY CENTRAL UP

The new Sunny Central: more power per cubic meter

With an output of up to 3067 kVA and system voltages of 1500 V DC, the SMA central inverter allows for more efficient system design and a reduction in specific costs for PV and battery power plants. A separate voltage supply and additional space are available for the installation of customer equipment. True 1500 V technology and the intelligent cooling system OptiCool ensure smooth operation even in extreme ambient temperature as well as a long service life of 25 years.

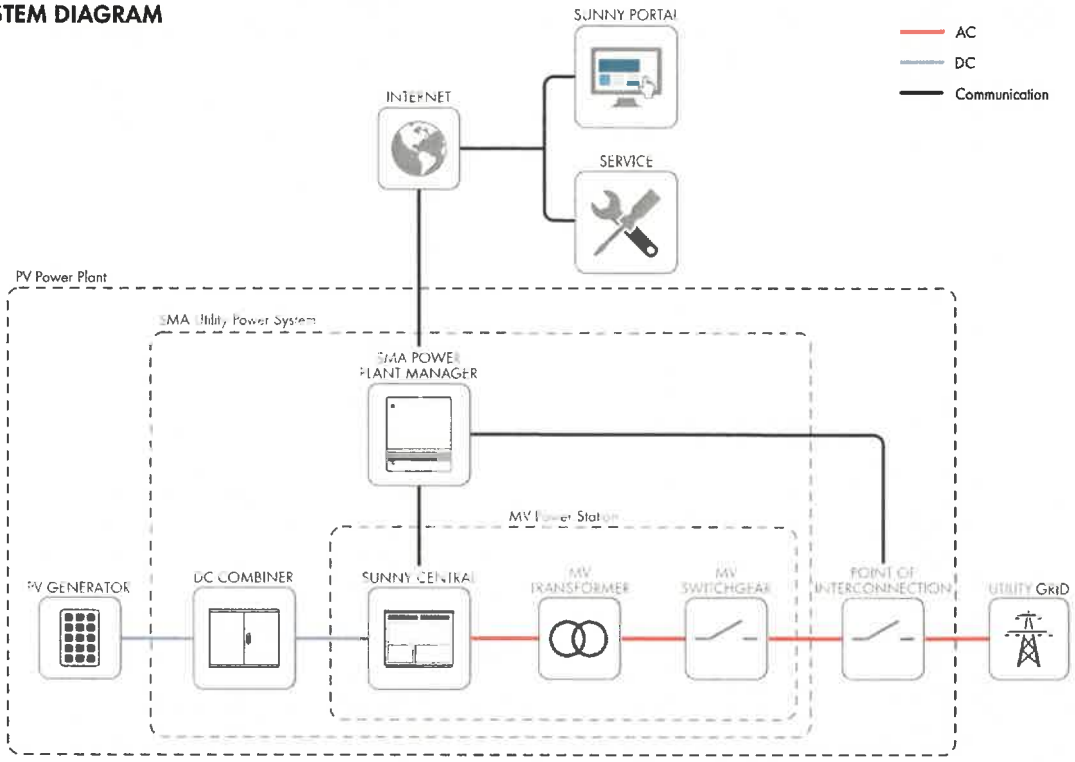
SUNNY CENTRAL UP

Technical Data	Sunny Central 2660 UP	Sunny Central 2800 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	880 V to 1325 V / 1100 V	921 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	849 V / 1030 V	891 V / 1071 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2667 kVA / 2400 kVA	2800 kVA / 2520 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2134 kW / 1920 kW	2240 kW / 2016 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	600 V / 480 V to 720 V	630 V / 504 V to 756 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / o	● / o / –
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2660 UP	SC 2800 UP

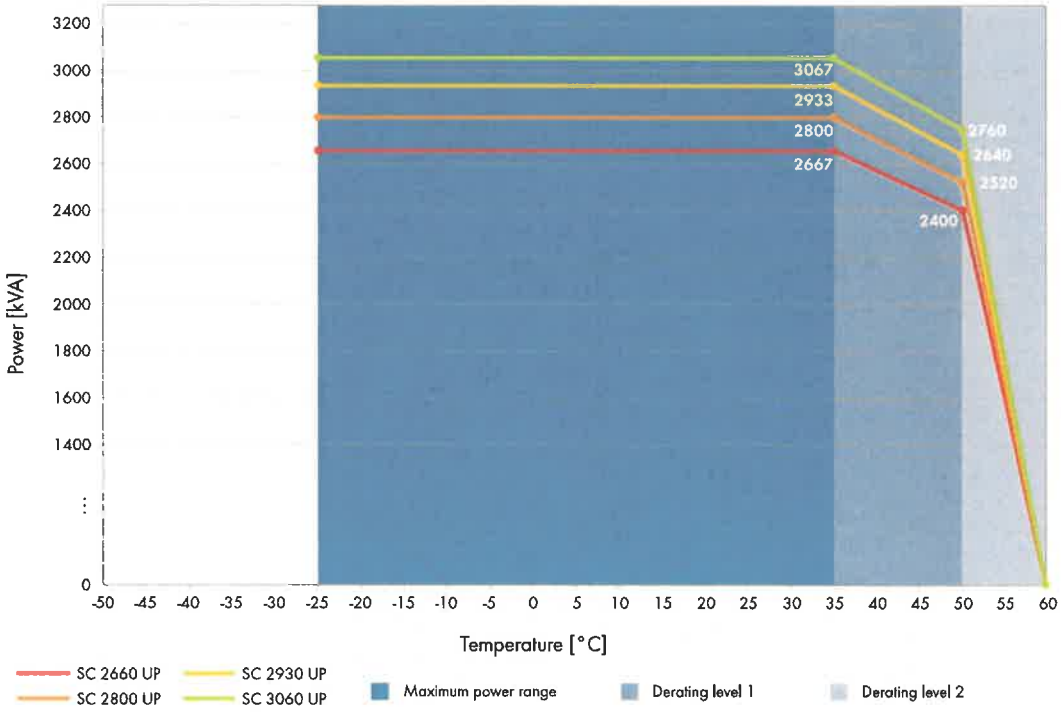
1) At nominal AC voltage, nominal AC power decreases in the same proportion
2) Efficiency measured without internal power supply
3) Efficiency measured with internal power supply
4) Self-consumption at rated operation
5) Self-consumption at < 75% Pn at 25°C
6) Self-consumption averaged out from 5% to 100% Pn at 25°C
7) Sound pressure level at a distance of 10 m
8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.
9) A short-circuit ratio of < 2 requires a special approval from SMA
10) Depending on the DC voltage
11) Earlier temperature-dependent de-rating and reduction of DC open-circuit voltage

Technical Data	Sunny Central 2930 UP	Sunny Central 3060 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	962 V to 1325 V / 1100 V	1003 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	934 V / 1112 V	976 V / 1153 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2933 kVA / 2640 kVA	3067 kVA / 2760 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2346 kW / 2112 kW	2454 kW / 2208 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1] [8]	660 V / 528 V to 759 V	690 V / 552 V to 759 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9]	> 2	
Power factor at rated power / displacement power factor adjustable[8] [10]	● 1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2] / European efficiency[2] / CEC efficiency[3]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4] / partial load[5] / average[6])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8] 1000 m / 2000 m[11] / 3000 m[11]	● / o / –	
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2930 UP	SC 3060 UP

SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR (at 1000 m)



SC2xxxUP-US-en-11 Printed on FSC paper. All products and services described and all technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for typographical or other errors. For current information, please visit www.SMA-Solar.com

powered by Q.ANTUM DUO Z

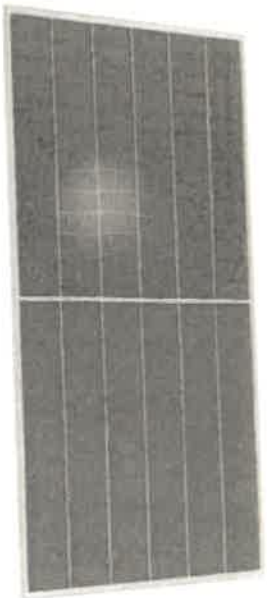


Q.PEAK DUO XL-G11.3 / BFG
570-585

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS



BIFACIAL ENERGY YIELD GAIN OF UP TO 20%
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (–1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

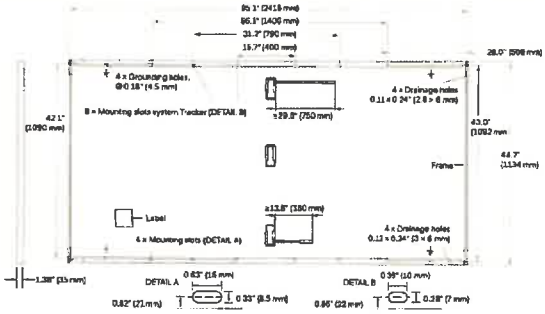
THE IDEAL SOLUTION FOR:
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
[illegible]	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
on Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥29.5 in (750 mm), (–) ≥13.8 in (350 mm)
	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



ELECTRICAL CHARACTERISTICS

POWER CLASS				570		575		580		585	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[2] (POWER TOLERANCE +5 W / –0 W)											
					BSTC[2]		BSTC[2]		BSTC[2]		BSTC[2]
Minimum	Power at MPP[1]	P_{MPP}	[W]	570	623.5	575	629.0	580	634.4	585	639.9
	Short Circuit Current[1]	I_{SC}	[A]	13.50	14.77	13.52	14.80	13.55	14.83	13.57	14.86
	Open Circuit Voltage[1]	V_{OC}	[V]	53.50	53.69	53.53	53.72	53.56	53.75	53.59	53.78
	Current at MPP	I_{MPP}	[A]	12.83	14.03	12.87	14.09	12.92	14.14	12.97	14.19
	Voltage at MPP	V_{MPP}	[V]	44.44	44.43	44.66	44.65	44.88	44.87	45.10	45.09
	Efficiency[1]	η	[%]	≥20.8	≥22.8	≥21.0	≥23.0	≥21.2	≥23.2	≥21.4	≥23.4

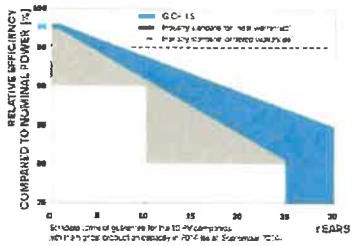
Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m²; [2] at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70% ±5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[3]							
Minimum	Power at MPP	P_{MPP}	[W]	429.1	432.9	436.6	440.4
	Short Circuit Current	I_{SC}	[A]	10.87	10.89	10.91	10.93
	Open Circuit Voltage	V_{OC}	[V]	50.60	50.63	50.66	50.68
	Current at MPP	I_{MPP}	[A]	10.09	10.14	10.18	10.22
	Voltage at MPP	V_{MPP}	[V]	42.51	42.71	42.89	43.08

[3] 800 W/m², NMOT, spectrum AM 1.5

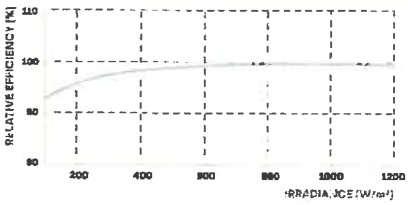
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 94% of nominal power up to 10 years. At least 85% of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.34	Nominal Module Operating Temperature	NMOT	[°F]	108±5.4 (42±3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	–40 °F up to +185 °F (–40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3] See Installation Manual

[4] New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells)

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Specifications subject to technical changes © Q CELLS Q PEAK DUO XL-G11.3/BFG 570-585 2021-05_Rev01_NA

VOYAGER

Voyager+

Next-generation single-axis tracker providing industry-leading ease of installation, performance, and reliability



Superior Design Flexibility

Easily optimize your system with a ground coverage ratio (GCR) from 30 to 60 percent, 10 degree N/S slope tolerance, and maximum megawatt per acre capacity.

- Maximum MW/acre with minimal grading

Lowest Installed Cost

Voyager has the fastest module installation process in the world and uses about 30% less steel than 1P designs resulting in lower costs and fewer man hours.

- Fastest in industry installation

Yield Enhancement Software

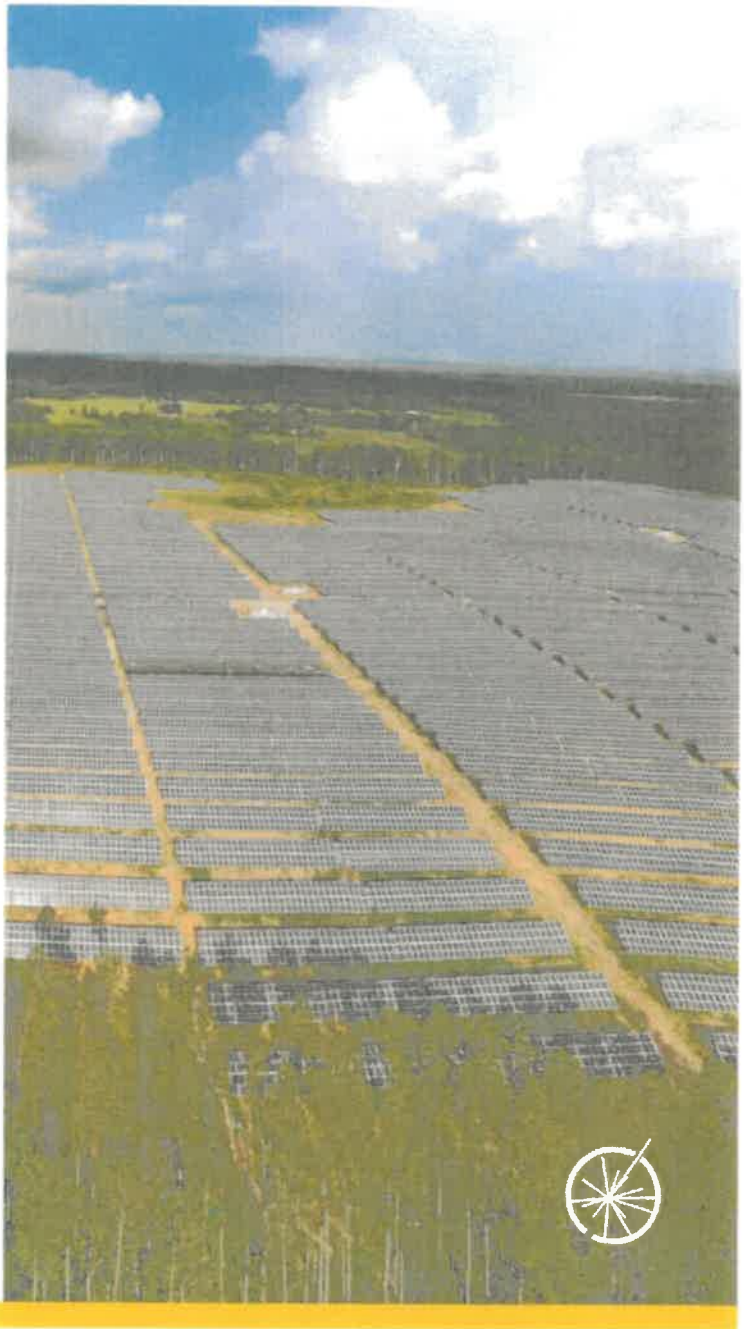
SunFalcon software provides industry-leading backtracking, row shade optimization, and diffuse light tracking that can add up to 2% in total energy output.

- Optimal energy yield for any project

Designed for Reliability

The SunFalcon control system supports remote power or communications failures while enabling high wind, snow, and seismic mitigation. Over the air software updates enable seamless upgrades.

- Minimal maintenance requirements over service life



©2022 FTC Solar, Inc.



Voyager+ Design Specifications

Wind Speed Configurations	Up to 120mph
Module Architecture	2 modules in portrait orientation
Modules Supported	All Large frame, Mono,Poly,Bifacial
Module Attachment	6 mechanical fasteners per module
String Architecture	1500V systems; 4 strings per row, up to 30 modules per string, 1000V Systems; 6 strings per row up to 20 modules per string
Power	Two 60W Power Modules Onboard Lithium-ion Battery; 24V DC self powered drive system with up to 3-day battery backup
Drive Type	70kN, 100 kN Slew Drives
Posts per Row (typical)	7 posts per row (1 drive, 6 typical)
Post Size	W6 and W8 Compatible
Post Type	Driven (primary) w/ alternative foundation options available
Operating Range of Motion	+/- 52° (60° optional)
Stow Conditions	Wind Stow (0°), Snow Stow (40°), Flood Stow (0°), Hail Stow (50°)
Backtracking	Individual Row Level (standard) Terrain-Based Backtracking (included with SunPath)
Diffuse Light Capture	Included with SunPath
Ground Clearance	300mm (minimum)
Ground Coverage	20-60% GCR supported
Slope Tolerances	10° (17.5%) – North-South Unlimited – East-West
Snow Load	0psf - 60psf (Higher available upon request)
Operating Temperature	0°C to 60°C (-20°C to 60°C with Cold Weather Package)
Sensor Package	Wind, Snow, Flood
Communication Architecture	Wireless Zigbee Mesh Network Row to Row; One Zone Controller for up to 99 rows. Connection to SCADA/DAS through Modbus TCP/IP interface
Special Installation Tools	None
Certifications	UL 2703, 3703 and IEC EC 62817 (pending)
Warranty	5 yr drive and control + 10 yr structure Additional warranty options available.



FTC SOLAR

FTC Solar integrates engineering, software, and lean construction to lower installation costs and deploy reliable solar tracking solutions to advanced projects around the world.

North America, Latin America
Europe, Africa, India
Middle East & North Africa
Australia
Asia

Get a quote today
info@ftcsolar.com
866-FTC-Solar
ftcsolar.com/quote

January 25, 2023

SMA America, LLC
6020 West Oaks Blvd, Ste 300
Rocklin, CA 95765-3714
Tel.: +1 916 625 0870
Fax: +1 916 625 0871

To whom it may concern

RE: Nexamp Solar Project
SC2660-UP-US – Inverter Power Limiting

Dear Sir/Madam,

This letter is to confirm that **(2) SMA Sunny Central 2660-UP-US** inverters will be output power limited to meet grid requirements. For this project, the output power of the inverters will be limited to **2495** kVA and **2495** kVA, respectively. The output power limit is only accessible by SMA Service after commissioning.

SMA will submit a letter to the customer stating the inverter power limit by inverter serial number as documented proof that the power limit has been completed. A secondary label will be installed near the inverter label indicating the unit is power limited.

Sincerely,

Ryan J. LeBlanc
Principal Applications Engineer
SMA America, LLC
Rocklin, CA

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01



System Features

High Energy Density

- Compact mechanical design, minimized footprint

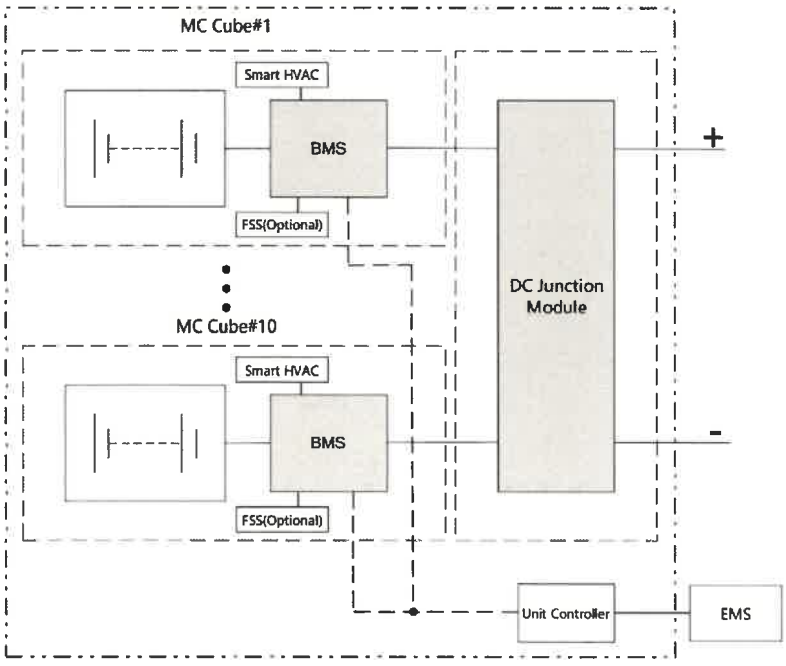
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



© BYD Auto Industry Company Limited. All rights reserved. Subject to change without notice
V1.2.2023-01-05

System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	＜2000m【2】	＜2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note.

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃

【2】Power derating is performed when the altitude is between 2000-3000m.

CEYU AUTO Industry Company Limited. All rights reserved. Subject to change without notice
V1.2.2023.01.05

FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar West**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107945.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2



Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

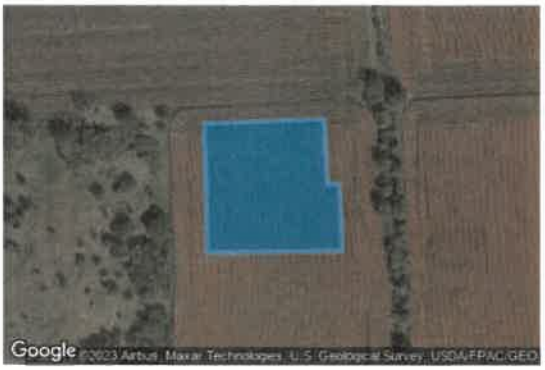
Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 1
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.698112	-88.462591	640.42	10.04	650.46
2	41.697251	-88.462564	640.43	10.04	650.47
3	41.697265	-88.461349	640.51	10.04	650.55
4	41.697712	-88.461373	640.32	10.04	650.36
5	41.697708	-88.461481	640.39	10.04	650.43
6	41.698143	-88.461513	640.32	10.04	650.36

Name: PV array 2
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.697050	-88.462532	640.57	10.04	650.61
2	41.697070	-88.461363	640.64	10.04	650.68
3	41.696014	-88.461357	642.41	10.04	652.45
4	41.696008	-88.462634	642.23	10.04	652.27
5	41.696505	-88.462657	642.73	10.04	652.77
6	41.696513	-88.462524	642.57	10.04	652.61

Name: PV array 3
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.695756	-88.462768	641.09	10.04	651.13
2	41.695778	-88.461617	642.84	10.04	652.88
3	41.695347	-88.461580	641.04	10.04	651.08
4	41.695343	-88.461354	640.67	10.04	650.71
5	41.694875	-88.461352	638.75	10.04	648.79
6	41.694853	-88.462739	640.64	10.04	650.68

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 3
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 1 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 1 and Route: Car Route 1

No glare found

PV array 1 and Route: Car Route 2

No glare found

PV array 1 and Route: Car Route 3

No glare found

PV array 1 and Route: Truck Route 4

No glare found

PV array 1 and OP 1

No glare found

PV array 1 and OP 2

No glare found

PV array 1 and OP 3

No glare found

PV array 1 and OP 4

No glare found

PV array 1 and OP 5

No glare found

PV array 1 and OP 6

No glare found

PV array 1 and OP 7

No glare found

PV array 1 and OP 8

No glare found

PV array 1 and OP 9

No glare found

PV array 1 and OP 10

No glare found

PV array 1 and OP 11

No glare found

PV array 1 and OP 12

No glare found

PV array 1 and OP 13

No glare found

PV array 1 and OP 14

No glare found

PV array 1 and OP 15

No glare found

PV array 1 and OP 16

No glare found

PV array 1 and OP 17

No glare found

PV array 1 and OP 18

No glare found

PV array 1 and OP 19

No glare found

PV array 1 and OP 20

No glare found

PV: PV array 2 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 2 and Route: Car Route 1

No glare found

PV array 2 and Route: Car Route 2

No glare found

PV array 2 and Route: Car Route 3

No glare found

PV array 2 and Route: Truck Route 4

No glare found

PV array 2 and OP 1

No glare found

PV array 2 and OP 2

No glare found

PV array 2 and OP 3

No glare found

PV array 2 and OP 4

No glare found

PV array 2 and OP 5

No glare found

PV array 2 and OP 6

No glare found

PV array 2 and OP 7

No glare found

PV array 2 and OP 8

No glare found

PV array 2 and OP 9

No glare found

PV array 2 and OP 10

No glare found

PV array 2 and OP 11

No glare found

PV array 2 and OP 12

No glare found

PV array 2 and OP 13

No glare found

PV array 2 and OP 14

No glare found

PV array 2 and OP 15

No glare found

PV array 2 and OP 16

No glare found

PV array 2 and OP 17

No glare found

PV array 2 and OP 18

No glare found

PV array 2 and OP 19

No glare found

PV array 2 and OP 20

No glare found

PV: PV array 3 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 3 and Route: Car Route 1

No glare found

PV array 3 and Route: Car Route 2

No glare found

PV array 3 and Route: Car Route 3

No glare found

PV array 3 and Route: Truck Route 4

No glare found

PV array 3 and OP 1

No glare found

PV array 3 and OP 2

No glare found

PV array 3 and OP 3

No glare found

PV array 3 and OP 4

No glare found

PV array 3 and OP 5

No glare found

PV array 3 and OP 6

No glare found

PV array 3 and OP 7

No glare found

PV array 3 and OP 8

No glare found

PV array 3 and OP 9

No glare found

PV array 3 and OP 10

No glare found

PV array 3 and OP 11

No glare found

PV array 3 and OP 12

No glare found

PV array 3 and OP 13

No glare found

PV array 3 and OP 14

No glare found

PV array 3 and OP 15

No glare found

PV array 3 and OP 16

No glare found

PV array 3 and OP 17

No glare found

PV array 3 and OP 18

No glare found

PV array 3 and OP 19

No glare found

PV array 3 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

© Sims Industries d/b/a ForgeSolar, All Rights Reserved.

FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar NE**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107946.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2



Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 5	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

Component Data

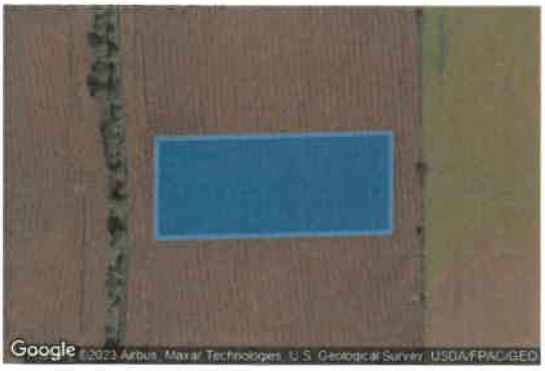
PV Arrays

Name: PV array 4
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.698174	-88.460490	640.64	10.04	650.68
2	41.697277	-88.460474	642.30	10.04	652.34
3	41.697329	-88.458372	640.85	10.04	650.89
4	41.698254	-88.458409	641.69	10.04	651.73

Name: PV array 5
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.697247	-88.460473	642.33	10.04	652.37
2	41.696584	-88.460487	641.92	10.04	651.96
3	41.696628	-88.458373	641.27	10.04	651.31
4	41.697289	-88.458371	640.80	10.04	650.84

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 3
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 5	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor: may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 4 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 4 and Route: Car Route 1

No glare found

PV array 4 and Route: Car Route 2

No glare found

PV array 4 and Route: Car Route 3

No glare found

PV array 4 and Route: Truck Route 4

No glare found

PV array 4 and OP 1

No glare found

PV array 4 and OP 2

No glare found

PV array 4 and OP 3

No glare found

PV array 4 and OP 4

No glare found

PV array 4 and OP 5

No glare found

PV array 4 and OP 6

No glare found

PV array 4 and OP 7

No glare found

PV array 4 and OP 8

No glare found

PV array 4 and OP 9

No glare found

PV array 4 and OP 10

No glare found

PV array 4 and OP 11

No glare found

PV array 4 and OP 12

No glare found

PV array 4 and OP 13

No glare found

PV array 4 and OP 14

No glare found

PV array 4 and OP 15

No glare found

PV array 4 and OP 16

No glare found

PV array 4 and OP 17

No glare found

PV array 4 and OP 18

No glare found

PV array 4 and OP 19

No glare found

PV array 4 and OP 20

No glare found

PV: PV array 5 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 5 and Route: Car Route 1

No glare found

PV array 5 and Route: Car Route 2

No glare found

PV array 5 and Route: Car Route 3

No glare found

PV array 5 and Route: Truck Route 4

No glare found

PV array 5 and OP 1

No glare found

PV array 5 and OP 2

No glare found

PV array 5 and OP 3

No glare found

PV array 5 and OP 4

No glare found

PV array 5 and OP 5

No glare found

PV array 5 and OP 6

No glare found

PV array 5 and OP 7

No glare found

PV array 5 and OP 8

No glare found

PV array 5 and OP 9

No glare found

PV array 5 and OP 10

No glare found

PV array 5 and OP 11

No glare found

PV array 5 and OP 12

No glare found

PV array 5 and OP 13

No glare found

PV array 5 and OP 14

No glare found

PV array 5 and OP 15

No glare found

PV array 5 and OP 16

No glare found

PV array 5 and OP 17

No glare found

PV array 5 and OP 18

No glare found

PV array 5 and OP 19

No glare found

PV array 5 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

© Sims Industries d/b/a ForgeSolar, All Rights Reserved.

FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar SE-temp-0**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107947.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2



Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 6	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 4
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.696576	-88.460487	641.92	10.04	651.96
2	41.696628	-88.458362	641.19	10.04	651.23
3	41.695991	-88.458357	642.05	10.04	652.09
4	41.695927	-88.460481	641.18	10.04	651.22

Name: PV array 6
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.695863	-88.460485	641.31	10.04	651.35
2	41.695923	-88.458366	642.31	10.04	652.35
3	41.694921	-88.458334	641.02	10.04	651.06
4	41.694889	-88.460490	640.37	10.04	650.41

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 10
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 3
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 6	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 4 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 4 and Route: Car Route 1

No glare found

PV array 4 and Route: Car Route 2

No glare found

PV array 4 and Route: Car Route 3

No glare found

PV array 4 and Route: Truck Route 4

No glare found

PV array 4 and OP 1

No glare found

PV array 4 and OP 2

No glare found

PV array 4 and OP 3

No glare found

PV array 4 and OP 4

No glare found

PV array 4 and OP 5

No glare found

PV array 4 and OP 6

No glare found

PV array 4 and OP 7

No glare found

PV array 4 and OP 8

No glare found

PV array 4 and OP 9

No glare found

PV array 4 and OP 10

No glare found

PV array 4 and OP 11

No glare found

PV array 4 and OP 12

No glare found

PV array 4 and OP 13

No glare found

PV array 4 and OP 14

No glare found

PV array 4 and OP 15

No glare found

PV array 4 and OP 16

No glare found

PV array 4 and OP 17

No glare found

PV array 4 and OP 18

No glare found

PV array 4 and OP 19

No glare found

PV array 4 and OP 20

No glare found

PV: PV array 6 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 6 and Route: Car Route 1

No glare found

PV array 6 and Route: Car Route 2

No glare found

PV array 6 and Route: Car Route 3

No glare found

PV array 6 and Route: Truck Route 4

No glare found

PV array 6 and OP 1

No glare found

PV array 6 and OP 2

No glare found

PV array 6 and OP 3

No glare found

PV array 6 and OP 4

No glare found

PV array 6 and OP 5

No glare found

PV array 6 and OP 6

No glare found

PV array 6 and OP 7

No glare found

PV array 6 and OP 8

No glare found

PV array 6 and OP 9

No glare found

PV array 6 and OP 10

No glare found

PV array 6 and OP 11

No glare found

PV array 6 and OP 12

No glare found

PV array 6 and OP 13

No glare found

PV array 6 and OP 14

No glare found

PV array 6 and OP 15

No glare found

PV array 6 and OP 16

No glare found

PV array 6 and OP 17

No glare found

PV array 6 and OP 18

No glare found

PV array 6 and OP 19

No glare found

PV array 6 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

© Sims Industries d/b/a ForgeSolar, All Rights Reserved.

Vegetation Management Plan for Solar Sites Utilizing Native Vegetation

Natural Resource Services

35-Year Solar Site Habitat Management

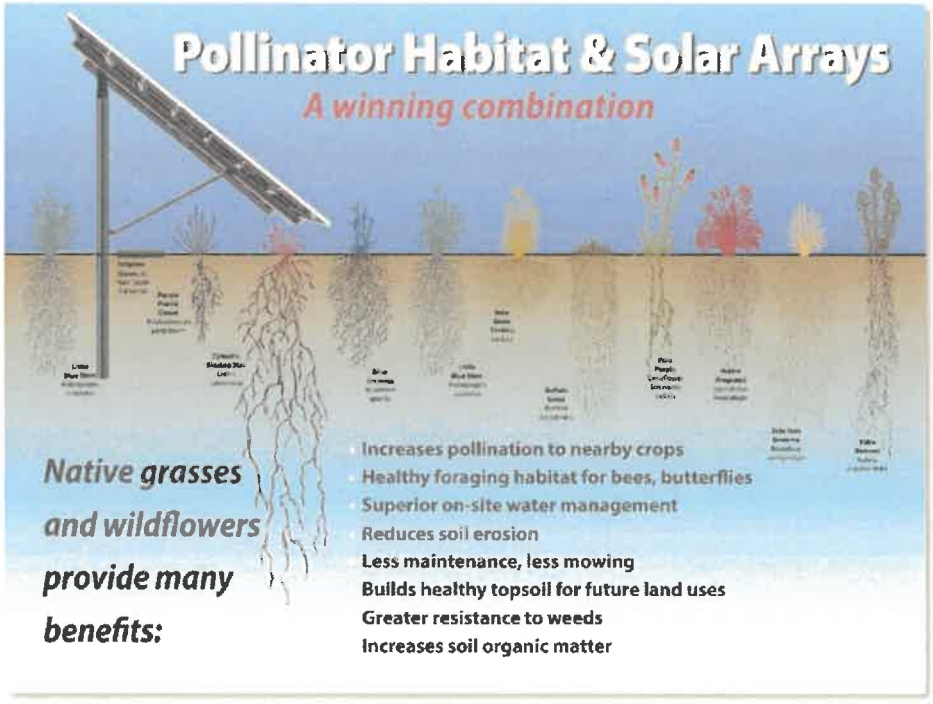
Economical production of power is the foremost goal on solar sites. There is a parallel opportunity to provide critically important native pollinator friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

Establishing prairies and other native plant communities within the confines of solar sites provides a tremendous opportunity to restore ecosystems that have been severely degraded and eliminated across all areas of the country.

Native plants have profound root systems, many reaching 10 or more feet deep into the soil. Rainwater follows those roots into the ground, helping reduce water runoff and promote the drainage of standing water into the aquafer. Those deep roots also stabilize the soil, preventing erosion from rain and wind. The plants provide seeds for songbirds, cover for game birds and, of course, provide the blossoms and host plants for our beloved butterflies and other nectar loving insects.

Native grasses and forbs will be selected based on their ecological appropriateness to the specific conditions of this site, with consideration to their mature height as to not interfere with panel productivity. These species will not require irrigation, fertilizer or other soil amendments.

The contribution to habitat restoration cannot be overstated given the acreage impacted and lifespan of the project.



Recommended Vegetation Management Procedures

Establishment Phase (growing seasons 1, 2 and 3)

Year 1: Complete site mowings to control annual/biennial weed canopy and prevent production of viable seed.

- 2-3 mowings are typical depending on soils, weather patterns and planting dates.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Year 2: Complete site mowing to control annual/biennial weed canopy and prevent production of viable seed.

- 2 mowings likely in the late spring or early summer.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Integrated Vegetation Management (IVM)

- 1 site visit is typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Year 3: Integrated Vegetation Management (IVM)

- 3 site visits are typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Development and Maturations Phases (growing seasons 4 through 9, 10 through 34)

Years 4 - 9: Integrated Vegetation Management (IVM)

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- **Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.**
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Years 10 – 34: Integrated Vegetation Management

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- **Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.**
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Notes:

- The Partial Site Visits referred to in years 4-34 imply that only portions of the site will need treatment. The entire project area will be assessed during these visits.
- For projects located outside of the Upper Midwest, the recommended vegetation management procedures may need to be adjusted.

Monitoring

Consistent monitoring of the project is essential in order to evaluate vegetative establishment, weed presence and possible erosion concerns. This information helps determine which management technique to use, the proper timing of the implementation and whether or not any other remedial action is required.

It is important to note that management activities may need to be implemented in a phased approach based on when a particular area of the site was seeded. This is mainly true on large-scale sites where the initial seeding may take several months. For example, this project may have areas that are newly seeded and other areas that are in their full 1st growing season. Careful management of project will be required to ensure that right management techniques are implemented in the right areas at the right time.

Other Notes on Vegetation Management:

- Establishing a successful native landscape is important but the vegetation also needs to be managed so that the array can function to its full capacity. It is likely, that as the potential vegetation management contractor, we would be responsible for general "weed" control throughout the project site. This would include controlling vegetation along roads, combiner boxes, power panels, etc. These responsibilities would need to be further defined prior to finalizing an agreement.
- Solar crews will mechanically control weed growth underneath the panel. Mowing/trimming around every post is not included and not necessary from a plant community health standpoint.
- On larger scale sites, solar crews will utilize GPS units to ensure complete and consistent coverage.
- After establishment, the site should be mowed once every 3-4 years. This mulching mowing most closely replicates the beneficial aspects of a prescribed burn which cannot be used on a solar site for obvious reasons. These mowings would typically occur during the winter (snow-free) or spring, often before the ground thaws. Depending on the geographic area of the country and the target plant community, mowings may be needed more or less often.
- Additional mowing or trimming may be needed if shading of the panels occurs, either by native or non-native vegetation. As a general rule, this type of mowing, if needed, should be limited to the areas immediately in front of the panel's lower edge. Mowing the entire aisles would entail potentially mowing flowers in bloom which would defeat the purpose of the pollinator planting.



Illinois Department of Agriculture

JB Pritzker, Governor
Jerry Costello II, Director

Bureau of Land and Water Resources
State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-6297 • TDD 866/287-2999 • Fax 217/557-0993

December 5, 2023

Dear Landowner:

As the landowner across which the Corneils Road Solar, LLC is planning to construct a community scale solar farm and related ±4.99 MW Commercial Solar Energy Facility, that will consist of solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers, the Illinois Department of Agriculture would like to inform you of the following matter.

Effective December 4, 2023, Corneils Road Solar, LLC and the Illinois Department of Agriculture (IDOA) entered into an Agricultural Impact Mitigation Agreement (AIMA) establishing standards and policies that Corneils Road Solar, LLC will follow as it constructs a ±4.99 MW community scale commercial Solar Energy Facility over agricultural land in Kendall County. The enclosed AIMA will provide a high level of protection to such land, but it may not address specific concerns that you may have. Such concerns must be addressed individually in your own easement contract to accomplish your specific goals.

As you review the AIMA, you may identify procedures that you would like to change. Your right to negotiate changes is preserved by Paragraph B. on page one of the AIMA. It states, "Except for Section 17B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities." It is your decision as to whether you discuss the changes you desire with the right-of-way agent that is assigned to you. Of course, you also have the option to seek your own attorney to make sure your interests are protected.

As you consider your personal interests, you may want to include the owner indemnification clause in your individual easement agreement to protect yourself, your family and future heirs against future claims or expenses arising from the commercial solar energy facility's construction, repairs and maintenance. This item is covered in Section 16 of the AIMA. We feel it is best that such issues are left to landowners to address in their individual easement contracts if specific items are of concern.

Please note that although the IDOA has entered the AIMA with the Corneils Road Solar, LLC it does not constitute our endorsement of the project. The AIMA's sole purpose is to provide a high level of protection to landowners and agricultural land that will be impacted by the construction of the Solar Farm.

If you have questions, feel free to contact Jeffrey Evers of my staff at 217-785-5594, the address listed above or agr.aima@illinois.gov.

Sincerely,

Brian Rennecker, Chief
Bureau of Land and Water Resources

Enclosure
BR:JE

cc: Jerry Costello II, IDOA Director
Tess Feagans, IDOA
Bill Bodine, Laura Harmon - IL Farm Bureau
Garrett W. Thalgott – IL Farm Bureau
Kendall Co. Farm Bureau Manager
Kendall Co. Soil and Water Conservation District (SWCD)
Regional Representatives

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Corneils Road Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Kendall County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Corneils Road Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99MWac Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.6967, -88.46004], which will consist of up to 36 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Corneils Road Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director

Clay Nordsieh

By ~~Tess Feagans, General Counsel~~ Clay Nordsieh, Deputy General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

12/4, 2023

Corneils Road Solar, LLC

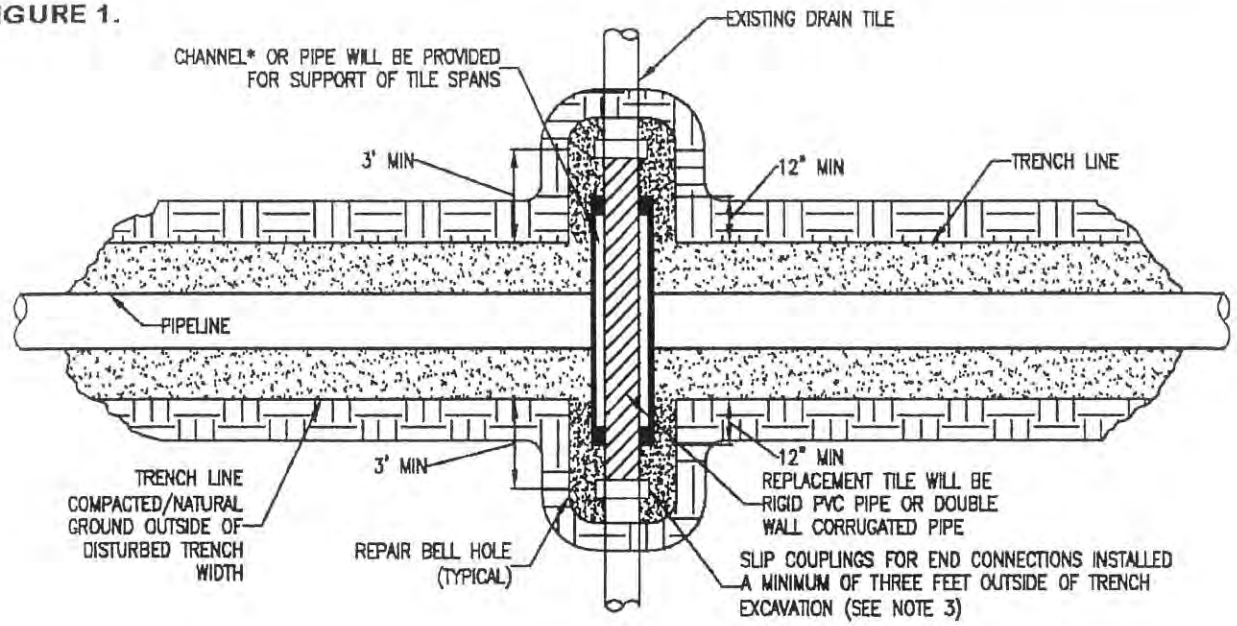
By Matthew Walsh, VP of Business Devel

101 N. Wacker Suite 200
Chicago, IL 60606

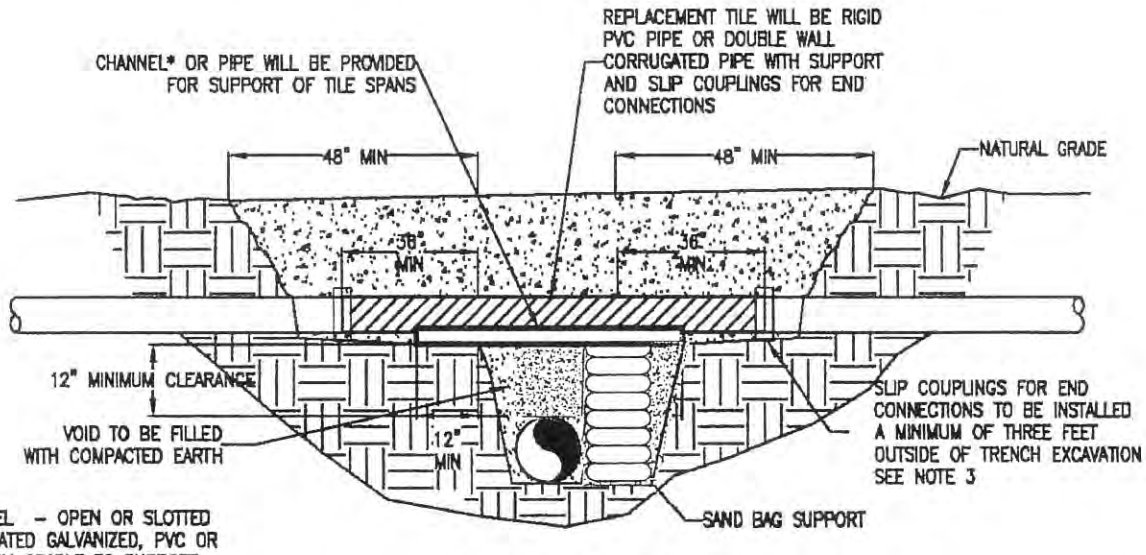
Address

November 22, 2023

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

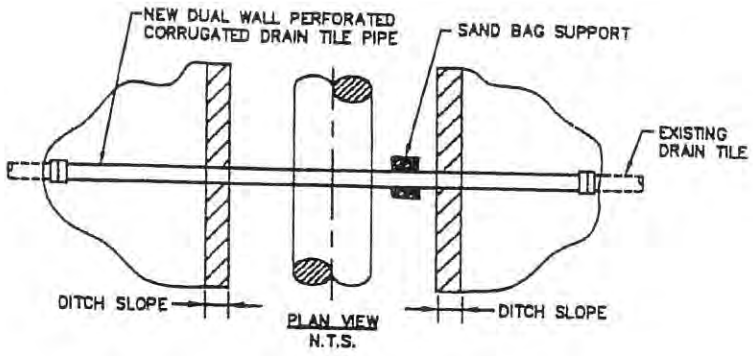
CROSS SECTION
N.T.S.

NOTE:

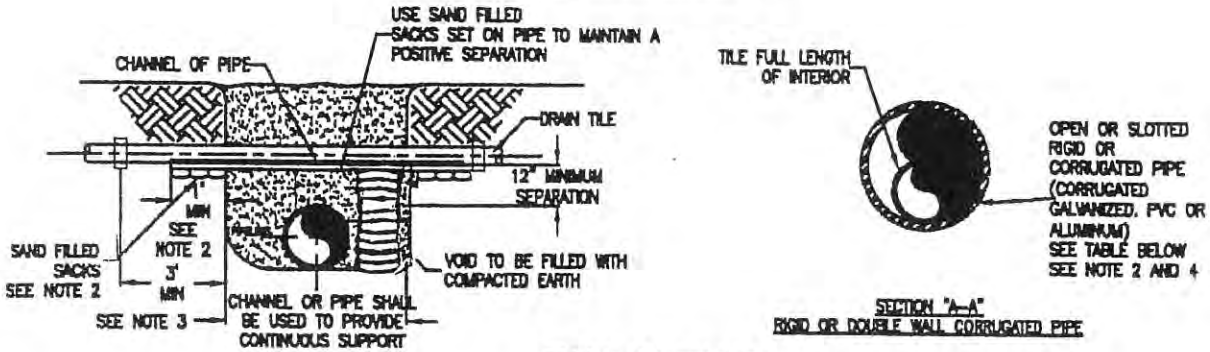
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

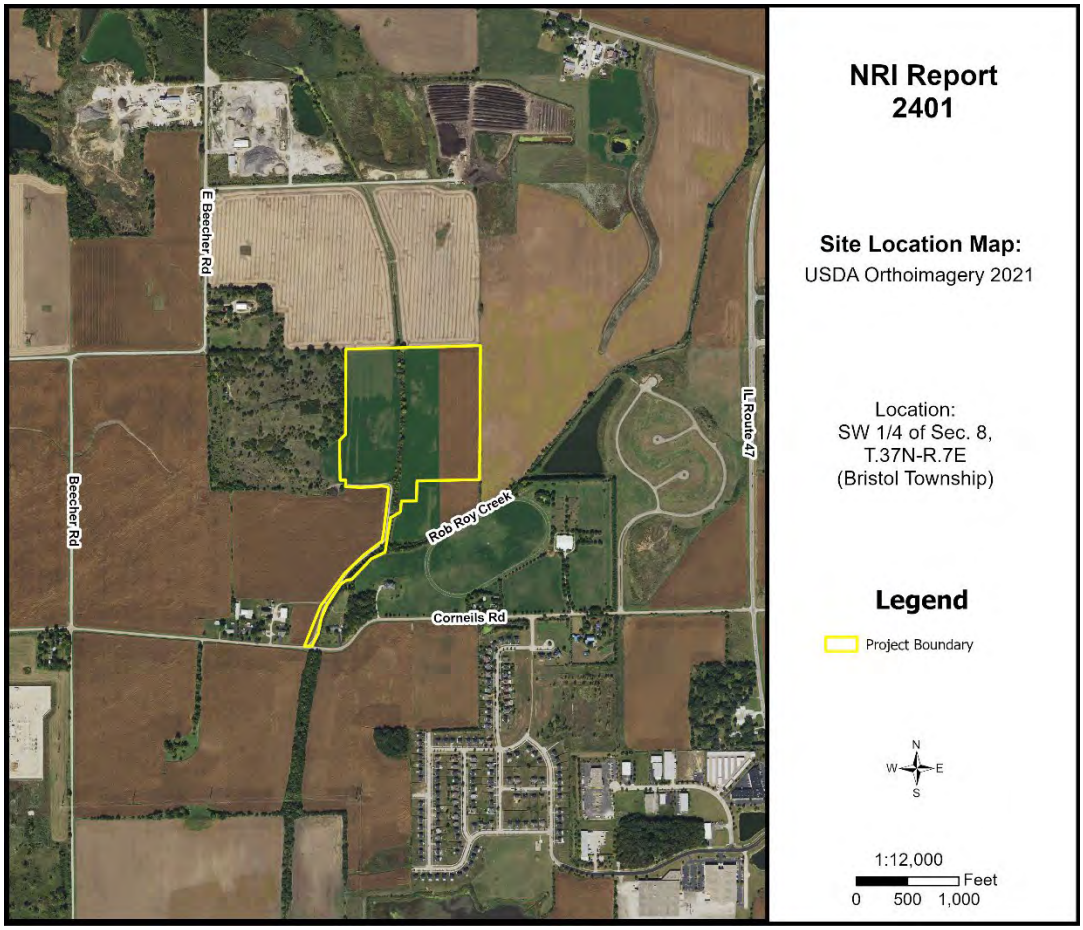
MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

NATURAL RESOURCE INFORMATION (NRI) REPORT: #2401



Jan. 2024

Petitioner: Corneils Road Solar, LLC
Contact: Matt Kwiatkowski (Nexamp)

Prepared By:

Kendall County Soil & Water Conservation District

7775A Route 47
Yorkville, Illinois 60560
Phone: (630) 553-5821 x3
www.kendallswcd.org

KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCE INFORMATION (NRI) REPORT

Natural Resource Information Report Number	2401
Date District Board Reviews Application	January 2024
Applicant's Name	Corneils Road Solar, LLC
Size of Parcel	(+/-) 41.0 acres
Current Zoning & Use	A-1 Agricultural Special Use (Kendall County), R-1 Single-Family Residence (City of Yorkville); Agricultural field
Proposed Zoning & Use	A-1 Agricultural Special Use; Solar Facility
Parcel Index Number(s)	02-08-300-008, 02-08-300-011, 02-08-300-012
Contact Person	Matt Kwiatkowski (Nexamp)

Copies of this report or notification of the proposed land-use change was provided to:	**Yes**	**No**
The Applicant	X	
The Applicant's Legal Representation		X
The Local/Township Planning Commission	X	
The Village/**City**/County Planning and Zoning Department or Appropriate Agency	X	
The Kendall County Soil and Water Conservation District Files	X	

Report Prepared By: *Alyse Olson* Position: *Resource Conservationist*

PURPOSE AND INTENT

The purpose of this report is to provide officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

Kendall County Soil and Water Conservation District
7775A Route 47, Yorkville, IL 60560
Phone: (630) 553-5821 ext. 3
E-mail: Alyse.Olson@il.nacdnet.net

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
PARCEL LOCATION 8
ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION 10
ECOLOGICALLY SENSITIVE AREAS 11
SOILS INFORMATION 13
SOILS INTERPRETATIONS EXPLANATION 15
BUILDING LIMITATIONS 16
SOIL WATER FEATURES 21
SOIL EROSION AND SEDIMENT CONTROL 23
PRIME FARMLAND SOILS 24
LAND EVALUATION AND SITE ASSESSMENT (LESA) 25
LAND USE PLANS 27
DRAINAGE, RUNOFF, AND FLOOD INFORMATION 27
WATERSHED PLANS 31
WETLAND INFORMATION 32
HYDRIC SOILS 34
WETLAND AND FLOODPLAIN REGULATIONS 36
GLOSSARY 37
REFERENCES 40

LIST OF FIGURES

FIGURE 1: Soil Map 2
FIGURE 2: Soil Limitations 4
FIGURE 3: 2021 Plat Map 8
FIGURE 4: 2021 Aerial Map with NRI Site Boundary 9
FIGURE 5: Soil Map 14
FIGURE 6A-6C: Maps of Building Limitations 18-20

FIGURE 7: Prime Farmland Soils 24
FIGURE 8: Flood Map 29
FIGURE 9: Topographic Map 30
FIGURE 10: Wetland Map 33
FIGURE 11: Hydric Soils Map 35

LIST OF TABLES

TABLE 1: Soils Information 2
TABLE 2: Soil Limitations 4
TABLE 3: Soil Map Unit Descriptions 14
TABLE 4: Building Limitations 17
TABLE 5: Water Features 22
TABLE 6: Soil Erosion Potential 23
TABLE 7: Prime Farmland Soils 24
TABLE 8: Land Evaluation Computation 25
TABLE 9: Hydric Soils 34

EXECUTIVE SUMMARY

Natural Resource Information Report Number	#2401
Petitioner	Corneils Road Solar, LLC
Contact Person	Matt Kwiatkowski (Nexamp)
County or Municipality the Petition is Filed With	United City of Yorkville
Location of Parcel	Southwest ¼ of Section 8, Township 37 North, Range 7 East (Bristol Township) of the 3rd Principal Meridian
Project or Subdivision Name	Corneils Road Solar
Existing Zoning & Land Use	A-1 Agricultural Special Use (Kendall County), R-1 Single-Family Residence (City of Yorkville); Agricultural field
Proposed Zoning & Land Use	A-1 Agricultural Special Use; Solar Facility
Proposed Water Source	Not applicable
Proposed Type of Sewage Disposal System	Not applicable
Proposed Type of Storm Water Management	Not indicated
Size of Site	(+/-) 41.0 acres
Land Evaluation Site Assessment (LESA) Score	(Land Evaluation: 95; Site Assessment: N/A)

NATURAL RESOURCE CONSIDERATIONS

SOIL INFORMATION

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this project area contains the soil types shown in Figure 1 and Table 1. Please note this does not replace the need for or results of onsite soil testing. If completed, please refer to onsite soil test results for planning/engineering purposes.

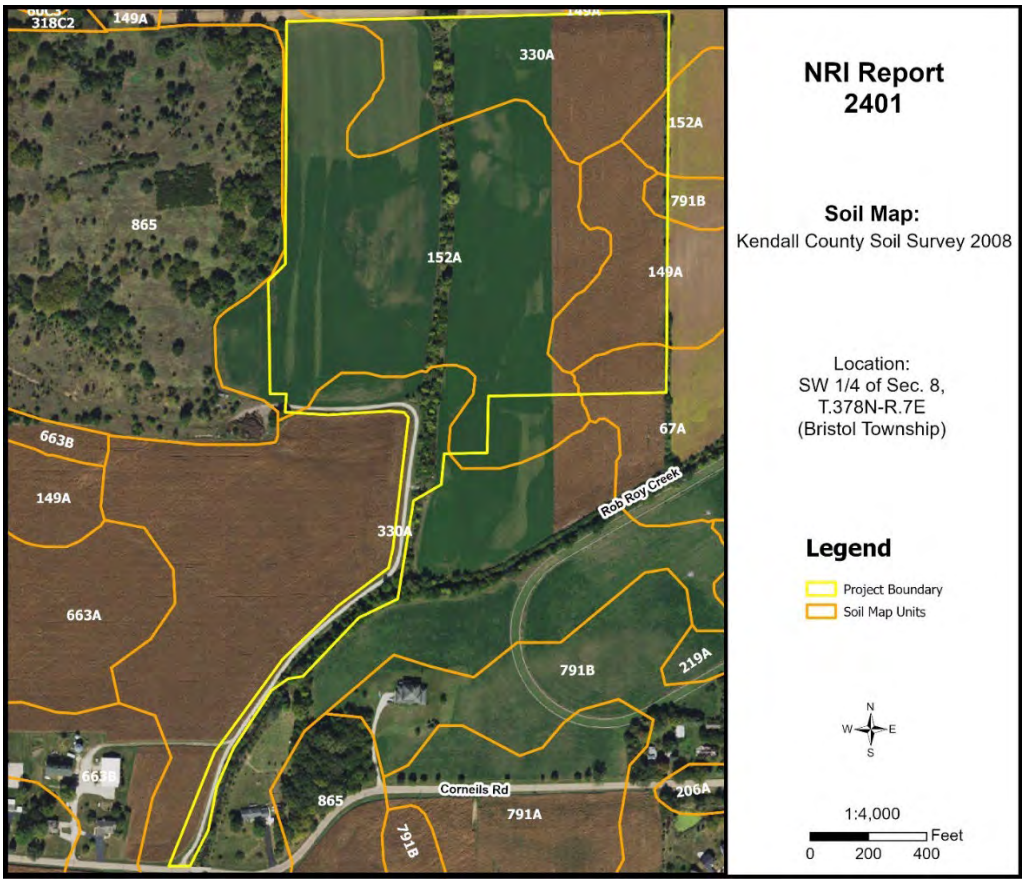


Figure 1: Soil Map

Table 1: Soils Information

Soil Type	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation	Acres	% Area
67A	Harpster silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	0.6	1.4%
149A	Brenton silt loam, 0-2% slopes	Somewhat Poorly Drained	B/D	Non-Hydric with Hydric Inclusions	Prime Farmland	4.3	10.1%
152A	Drummer silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	23.4	54.5%
330A	Peotone silty clay loam, 0-2% slopes	Very Poorly Drained	C/D	Hydric	Prime Farmland if Drained	14.4	33.5%
791B	Rush silt loam, 2-4% slopes	Well Drained	B	Non-Hydric	Prime Farmland	0.2	0.5%

Hydrologic Soil Groups – Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Hydric Soils – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, three are classified as hydric soil (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 330A Peotone silty clay loam), one is classified as non-hydric soil (791B Rush silt loam), and one is classified as non-hydric soil with hydric inclusions likely (149A Brenton silt loam).

Prime Farmland – Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland (149A Brenton silt loam and 791B Rush silt loam) and three are designated as prime farmland if drained (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 330A Peotone silty clay loam).

Soil Limitations – The USDA-NRCS Web Soil Survey rates the limitations of soils for dwellings, small commercial buildings, solar arrays, shallow excavations, lawns/landscaping, local roads and streets, etc. Soils have different properties which influence the development of building sites. The USDA-NRCS classifies soils as Not Limited, Somewhat Limited, and Very Limited. Soils that are Not Limited indicates that the soil has properties that are favorable for the specified use. They will perform well and will have low maintenance. Soils that are Somewhat Limited are moderately favorable, and their limitations can be overcome through special planning, design, or installation. Soils that are Very Limited have features that are unfavorable for the specified use, and their limitations cannot easily be overcome.

Table 2: Soil Limitations

Soil Type	Solar Arrays, Soil-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns/ Landscaping
67A	Very Limited	Very Limited	Very Limited	Very Limited
149A	Very Limited	Very Limited	Very Limited	Somewhat Limited
152A	Very Limited	Very Limited	Very Limited	Very Limited
330A	Very Limited	Very Limited	Very Limited	Very Limited
791B	Very Limited	Very Limited	Somewhat Limited	Somewhat Limited

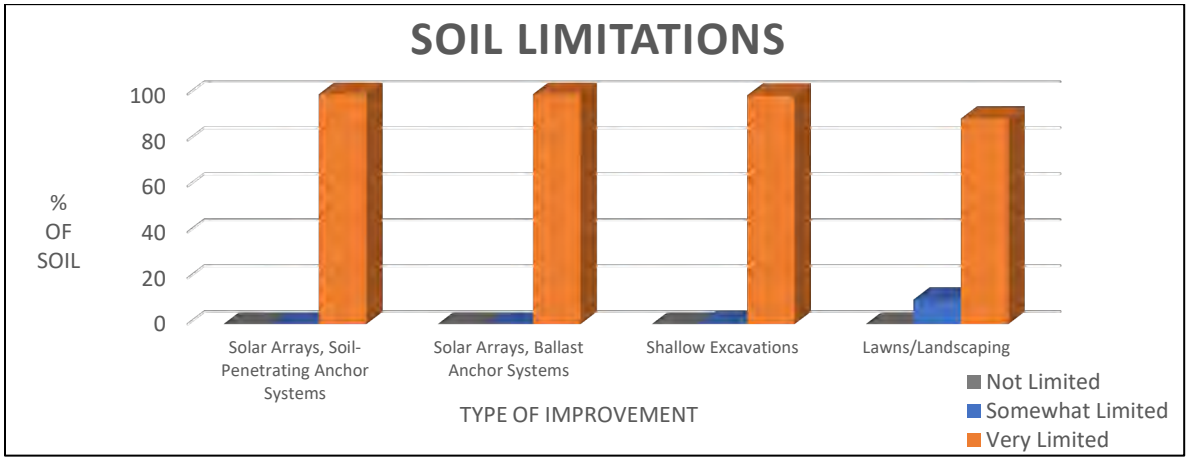


Figure 2: Soil Limitations

KENDALL COUNTY LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- **Land Evaluation (LE)**: The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
    - The Land Evaluation score for this site is **95**, indicating that the soils are **well suited** for agricultural uses.
- **Site Assessment (SA)**: The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Site Assessment value is based on a 200-point scale and accounts for 2/3 of the total score. The Kendall County LESA Committee is responsible for this portion of the LESA system. **Please Note**: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment

(SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

- The Site Assessment score for this site is **not applicable**.

WETLANDS

The U.S. Fish & Wildlife Service's National Wetlands Inventory map indicates the presence of wetland(s)/waters on the proposed project site. To determine if a wetland is present, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands. A Wetland Determination/Delineation Report dated September 1, 2023, was prepared by Atwell, LLC. The results of their review indicated the presence of two watercourses on the site (Rob Roy Creek and an unnamed tributary of Rob Roy Creek).

FLOODPLAIN

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0030G (effective date February 4, 2009) was reviewed to determine the presence of floodplain and floodway areas within the project site. According to the map, the site does not likely contain areas of regulated floodplain or floodway.

SEDIMENT AND EROSION CONTROL

Development on this site should include an erosion and sediment control plan in accordance with local, state, and federal regulations. Soil erosion on construction sites is a resource concern as suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (https://illinoisurbanmanual.org/) for appropriate best management practices.

STORMWATER POLLUTION

A National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

ECOLOGICAL CONSIDERATIONS

Developers of solar project sites are encouraged to plant native groundcover. Native shrubs, grasses, and wildflowers offer benefits such as improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. Naturalized areas, once established, are more drought tolerant, require little to no fertilization, and only need to be mowed once or twice a year. Native fruiting and flowering plants also provide a food source and habitat for native pollinators which offer the ecological service of pollinating our agricultural crops.

The District recognizes two potential sources of water pollution from solar farms including cracked panels and oil leaks or spills from transformers. Cracked panels can leach toxic materials if many broken panels are exposed to precipitation over a long period of time. To prevent this issue, solar farm operators should regularly inspect for cracked panels. Cracked or broken panels must be immediately stored under protective cover and should be periodically transported offsite for recycling or proper offsite storage.

Electrical transformers are used to increase output voltage from solar farms to the electrical grid. These transformers contain oil, which can leak or spill resulting in environmental damage. To reduce environmental damage, biodegradable oil can be used in the transformers. Larger transformers typically use mineral-based oil unless biodegradable oil is specifically requested. Leaks and spills of biodegradable oil must still be prevented, but the risk for groundwater contamination would be reduced and clean-up efforts simplified in the event of a release. Secondary containment systems such as trays, membranes, or vaults can also be used in the event of a leak or spill. Containment systems must be designed to manage stormwater so adequate containment volume is maintained. This would be the responsibility of the solar developer.

LAND USE FINDINGS:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for Corneils Road Solar, LLC. The petitioner is requesting a change in zoning from R-1 Single Family Residence to A-1 Agricultural and a Special Use Permit on three parcels (Parcel Index Number 02-08-300-008, 02-08-300-011, 02-08-300-012) to construct a (+/-) 41.0-acre solar development within Bristol Township of Kendall County, IL located in Section 8, Township 37 North, and Range 7 East of the 3rd Principal Meridian. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board presents the following information.

The Kendall County SWCD has always had the opinion that prime farmland soils should be preserved whenever feasible due to their highly productive qualities for growing agriculturally important grain and fiber crops in our community. Of the soils found onsite, 100% are designated as prime farmland or prime farmland if drained. A land evaluation (LE), which is a part of the Land Evaluation and Site Assessment (LESA), was conducted on this parcel. The soils on this parcel scored a 95 out of a possible 100 points indicating that the soils are well suited for agricultural uses. A site assessment (SA) was not completed on this parcel. When a parcel is located within municipal planning boundaries, a site assessment score is not compiled as the scoring factors are not applicable.

Soils found on the project site are rated for specific uses and can have potential limitations for development. Soil types with severe limitations do not preclude the ability to develop the site for the proposed use, but it is important to note that the limitation may require soil reclamation, special design/engineering, or maintenance to obtain suitable soil conditions to support development with significant limitations. This report indicates that for soils located on the parcel, 100% are considered very limited for solar arrays (soil-penetrating & ballast anchor systems), 99.5% are very limited for shallow excavations, and 89.4% are very limited for lawns/landscaping. The remaining soils are considered somewhat limited for these types of developments/uses. This information is based on the soil in an undisturbed state.

This site is located within the Lower Fox River watershed and the Rob Roy Creek sub watershed. This development should include a soil erosion and sediment control plan to be implemented during construction. It is critical to have vegetative cover during and after construction to protect the soil from erosion. Sediment may become a primary non-point source of pollution; eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

The Kendall County SWCD strongly recommends the use of native ground cover, specifically plant varieties beneficial to pollinator species, be used to vegetate the site. Native vegetation benefits soil health, creates habitat, provides resiliency to drought and prolonged wet conditions, and reduces maintenance needs after successful establishment.

For intense use, it is recommended that a drainage tile survey be completed on the parcel to locate the subsurface drainage tile and should be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure that the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Complied Statues, Ch. 70, Par 405/22.02a).

SWCD Board Representative

1/8/24
Date

PARCEL LOCATION

Southwestern ¼ of Section 8, Township 37 North, Range 7 East (Bristol Township). These parcels contain approximately 41.0 acres and are located north of Corneils Road, east of Beecher Road, south of Galena Road, and west of Illinois Route 47.

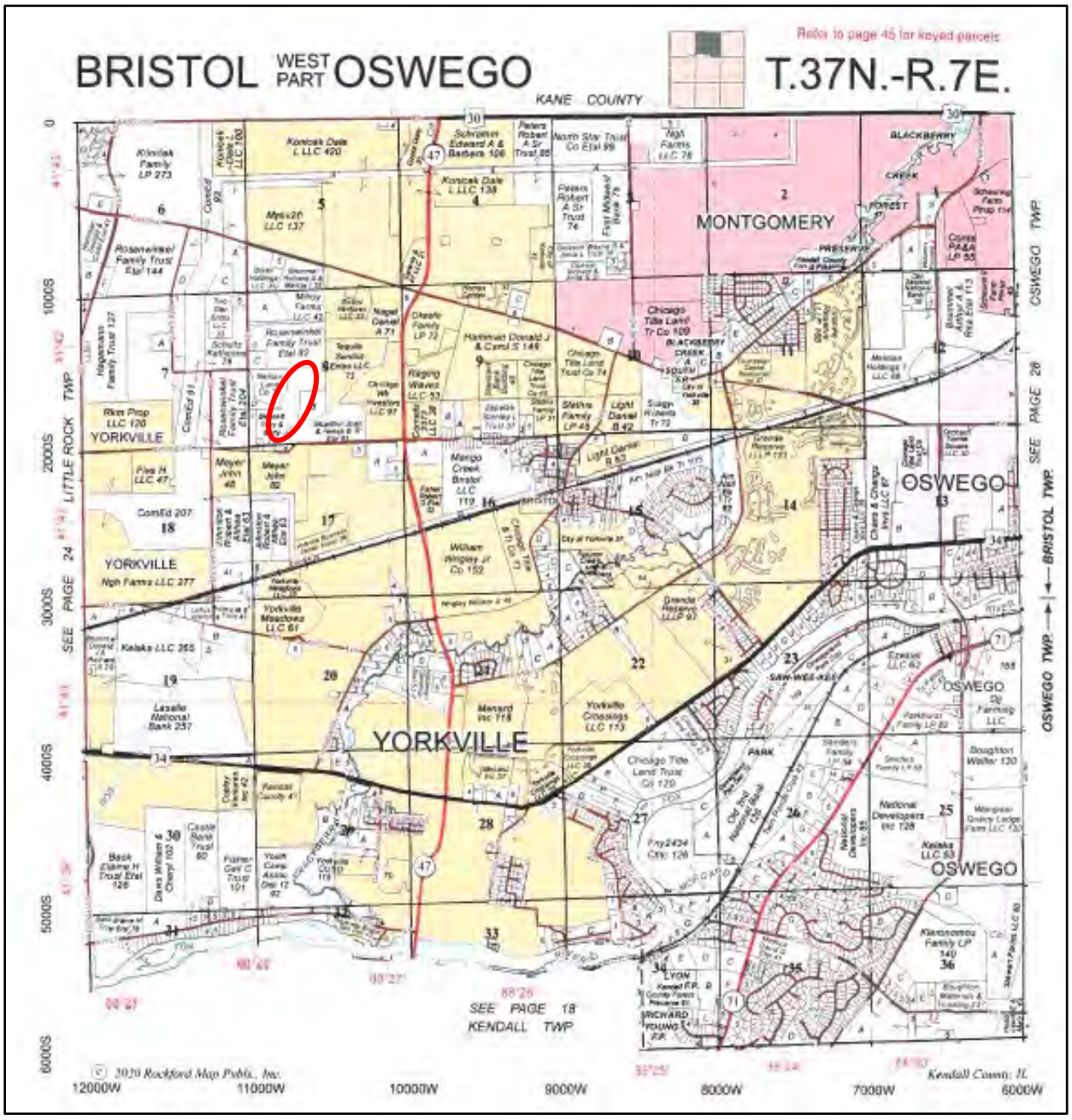


Figure 3: 2021 Plat Map

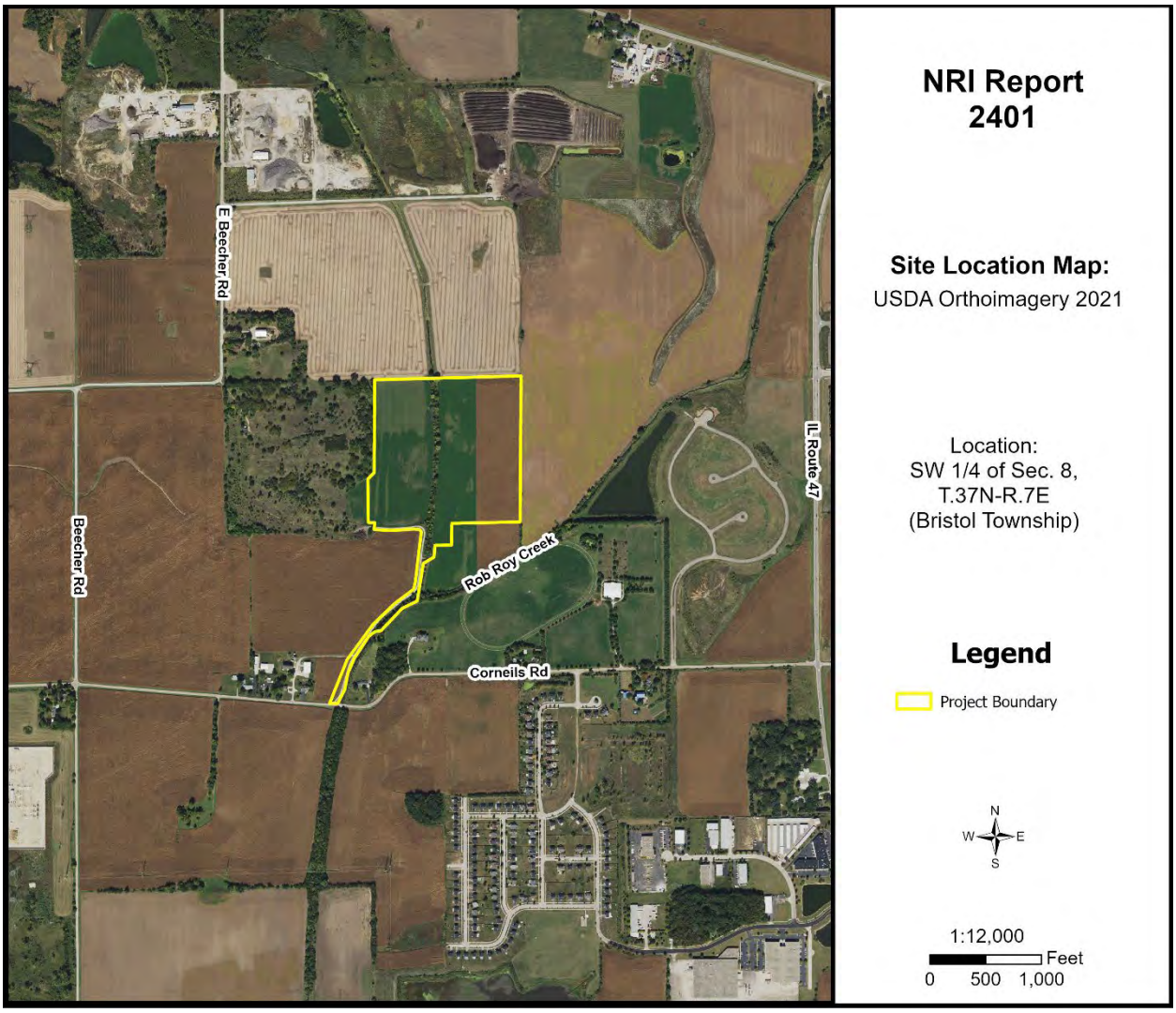


Figure 4: 2021 Aerial Map with NRI Project Boundary

ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION

Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions.

The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to "grow" a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.

Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

The Illinois State Historic Preservation Office has not been notified of the proposed land use change by the Kendall County SWCD. The applicant may need to contact them according to current Illinois law.

ECOLOGICALLY SENSITIVE AREAS

WHAT IS BIOLOGICAL DIVERSITY AND WHY SHOULD IT BE CONSERVED?[1]

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: "At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life's processes; by forming communities of organisms that have, through the several billion years of life's history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now" (Raven 1994).

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above "background" in some ecological systems (Wilson 1992, Hoose 1981).

The reasons for protecting biological diversity are complex, but they fall into four major categories. First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestern United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s (Roush 1982).

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world's food. Of these 20, just three, wheat, maize, and rice-supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over $3 billion. Organic alkaloids, a class of

chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds (Hoose 1981).

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of "going to the country," they generally mean more than getting out of town. For reasons of their own sanity and wellbeing, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin's human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

BIOLOGICAL RESOURCES CONCERNING THE SUBJECT PARCEL

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves or ecologically sensitive areas are in the general vicinity of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

Office maps indicate that ecologically sensitive area(s) are located on or near the parcel in question (PIQ). Rob Roy Creek and an unnamed tributary of Rob Roy Creek flow through the PIQ. Rob Roy Creek is a tributary of the Fox River.

[1]Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.

SOILS INFORMATION

IMPORTANCE OF SOILS INFORMATION

Soils information comes from the Natural Resources Conservation Service Soil Maps and Descriptions for Kendall County. This information is important to all parties involved in determining the suitability of the proposed land use change.

Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

The limitation categories (not limited, somewhat limited, or very limited) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with to complete the proposed activity successfully. Very limited indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a somewhat limited or not limited rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineation.

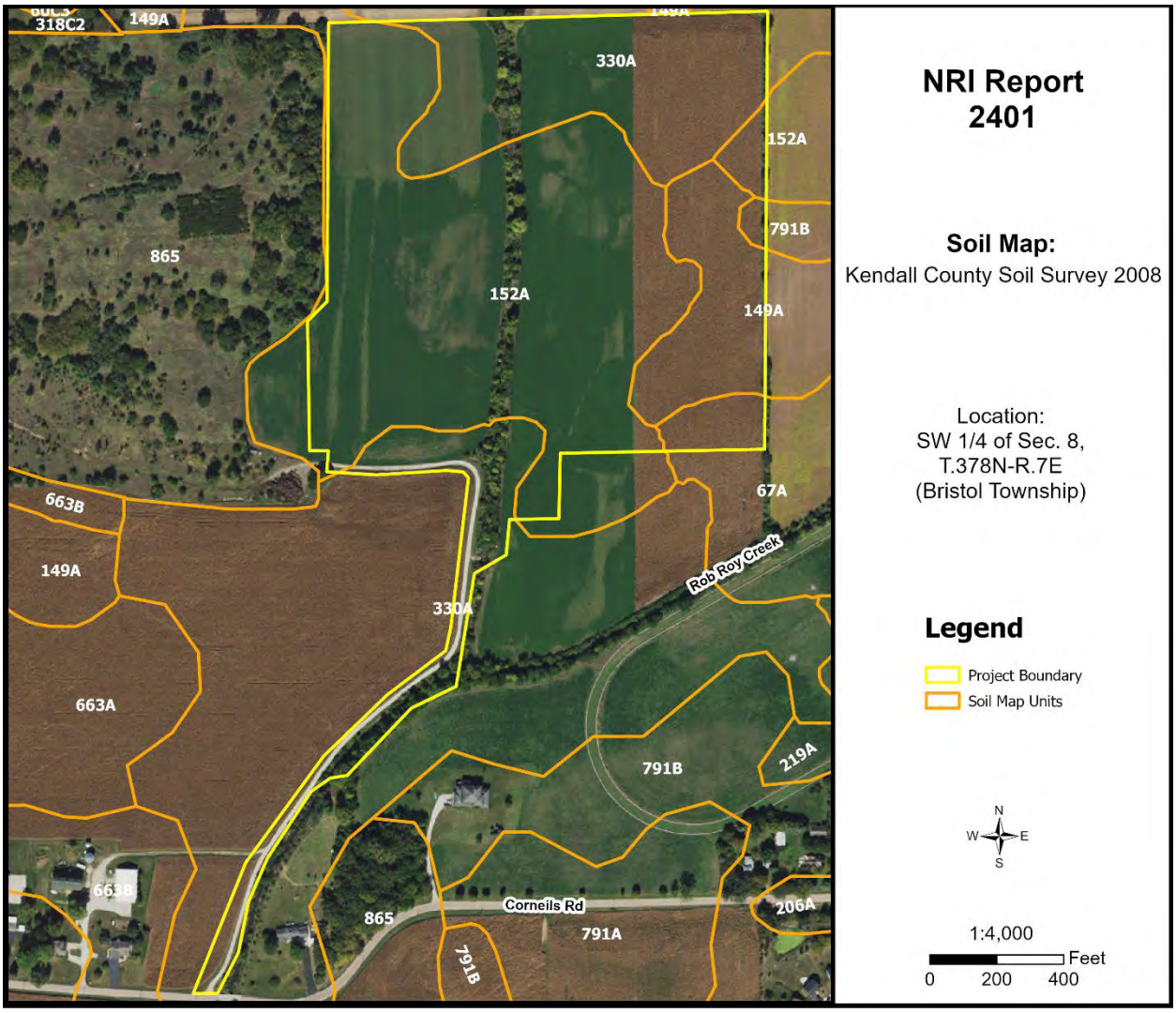


Figure 5: Soil Map

Table 3: Soil Map Unit Descriptions

Soil Type	Soil Name	Acres	Percent
67A	Harpster silty clay loam, 0-2% slopes	0.6	1.4%
149A	Brenton silt loam, 0-2% slopes	4.3	10.1%
152A	Drummer silty clay loam, 0-2% slopes	23.4	54.5%
330A	Peotone silty clay loam, 0-2% slopes	14.4	33.5%
791B	Rush silt loam, 2-4% slopes	0.2	0.5%

Source: National Cooperative Soil Survey – USDA-NRCS

SOILS INTERPRETATIONS EXPLANATION

GENERAL – NONAGRICULTURAL

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features.

Other features may need treatment to overcome soil limitations for a specific purpose. Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of not limited, somewhat limited, and very limited are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered unsuitable for all types of construction.

LIMIATIONS RATINGS

- **Not Limited:** This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
- **Somewhat Limited**: This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
- **Very Limited**: This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

BUILDING LIMITATIONS

BUILDING ON POORLY SUITED OR UNSUITABLE SOILS

Building on poorly suited or unsuitable soils can present problems to future property owners such as cracked foundations, wet basements, lowered structural integrity and high maintenance costs associated with these problems. The staff of the Kendall County SWCD strongly urges scrutiny by the plat reviewers when granting parcels with these soils exclusively.

Solar Arrays, Soil-Penetrating Anchor Systems – Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Two basic methods are used to hold the systems to the ground, based on site conditions and cost. One method employs driven piles, screw augers, or concrete piers that penetrate the soil to provide a stable foundation.

Solar Arrays, Ballast Anchor Systems Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Ballast anchor systems can be used in some places where soil-penetrating systems cannot, such as in shallow or stony soil. Also, since they do not penetrate the soil, ballast systems can be used where the soil is contaminated, and disturbance is to be avoided. The soil in the area must have sufficient strength to be able to support the vehicles that haul the ballast and the machinery to install it.

Shallow Excavations – Trenches or holes dug to a maximum depth of 5 or 6 feet for utility lines, open ditches, or other purposes. Ratings are based on soil properties that influence the ease of digging and the resistance to sloughing.

Lawns and Landscaping – Require soils on which turf and ornamental trees and shrubs can be established and maintained (irrigation is not considered in the ratings). The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established.

Table 4: Building Limitations

Soil Type	Solar Arrays, Soil-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns & Landscaping	Acres	%
67A	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Steel corrosion Shrink-swell	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Slope shape across Hillslope position	**Very Limited:** Ponding Depth to saturated zone Dusty Unstable excavation walls	**Very Limited:** Ponding Depth to saturated zone Dusty	0.6	1.4%
149A	**Very Limited**: Frost action Low strength Steel corrosion Depth to saturated zone Hillslope position Ponding	**Very Limited**: Frost action Low strength Depth to saturated zone Hillslope position Ponding Slope shape across	**Very Limited**: Depth to saturated zone Dusty Unstable excavation walls Ponding	**Somewhat Limited**: Depth to saturated zone Dusty	4.3	10.1%
152A	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Steel corrosion Shrink-swell	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Slope shape across	**Very Limited:** Ponding Depth to saturated zone Dusty Unstable excavation walls Too clayey	**Very Limited:** Ponding Depth to saturated zone Dusty	23.4	54.5%
330A	**Very Limited**: Ponding Depth to saturated zone Shrink-swell Frost action, Low strength	**Very Limited**: Ponding Depth to saturated zone Frost action, Low strength, Slope shape across	**Very Limited**: Ponding Depth to saturated zone Unstable excavation walls Dusty, Too clayey	**Very Limited**: Ponding Depth to saturated zone Dusty	14.4	33.5%
791B	**Very Limited:** Frost action, Steel corrosion, Shrink-swell, Low strength, Hillslope position	**Very Limited:** Frost action, Low strength, Hillslope position, Slope shape across	**Somewhat Limited:** Dusty Unstable excavation walls	**Somewhat Limited:** Dusty	0.2	0.5%
% Very Limited	**100%**	**100%**	**99.5%**	**89.4%**		

Figure 6A: Map of Building Limitations - Solar Arrays

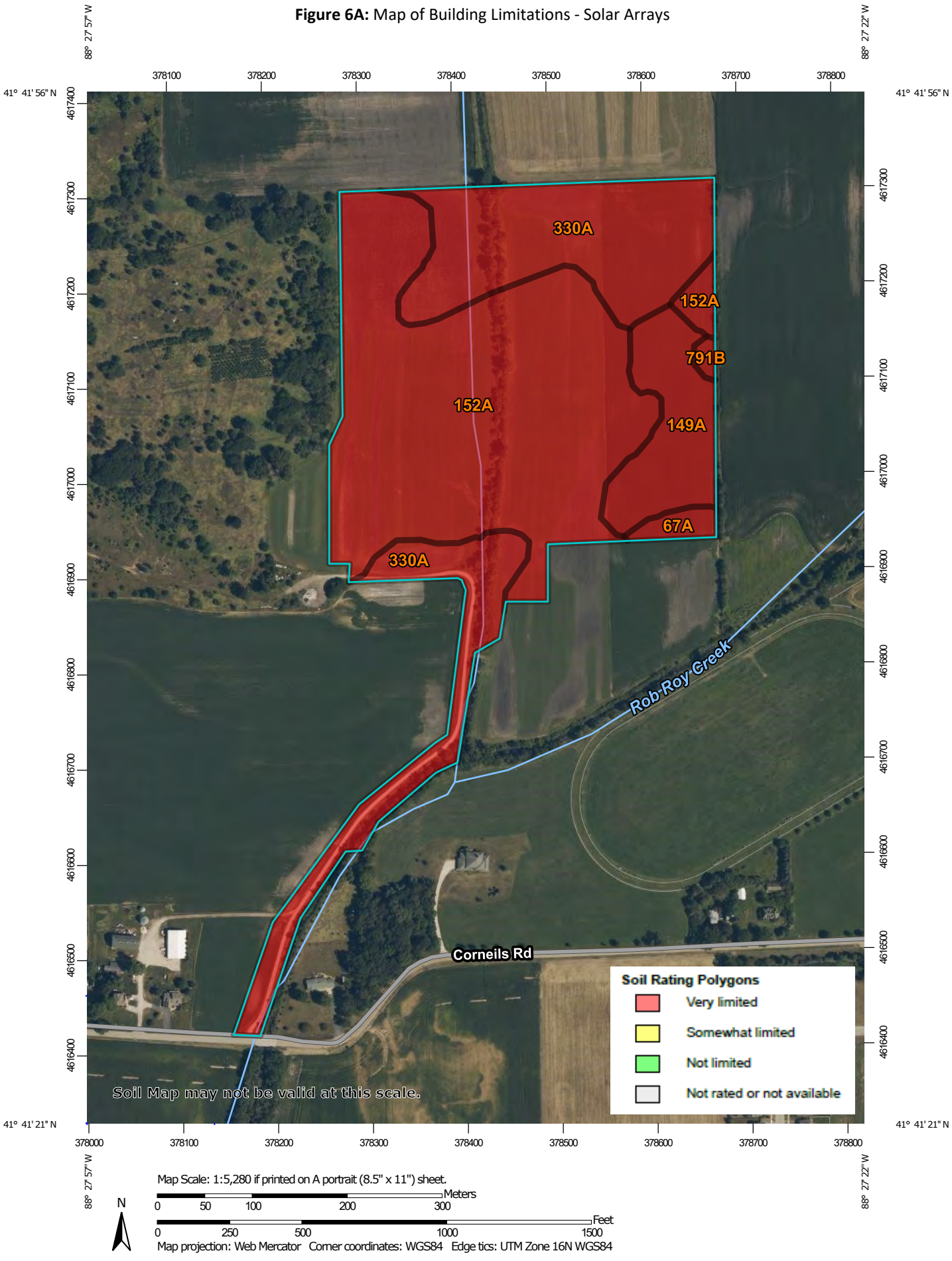


Figure 6B: Map of Building Limitations - Shallow Excavations

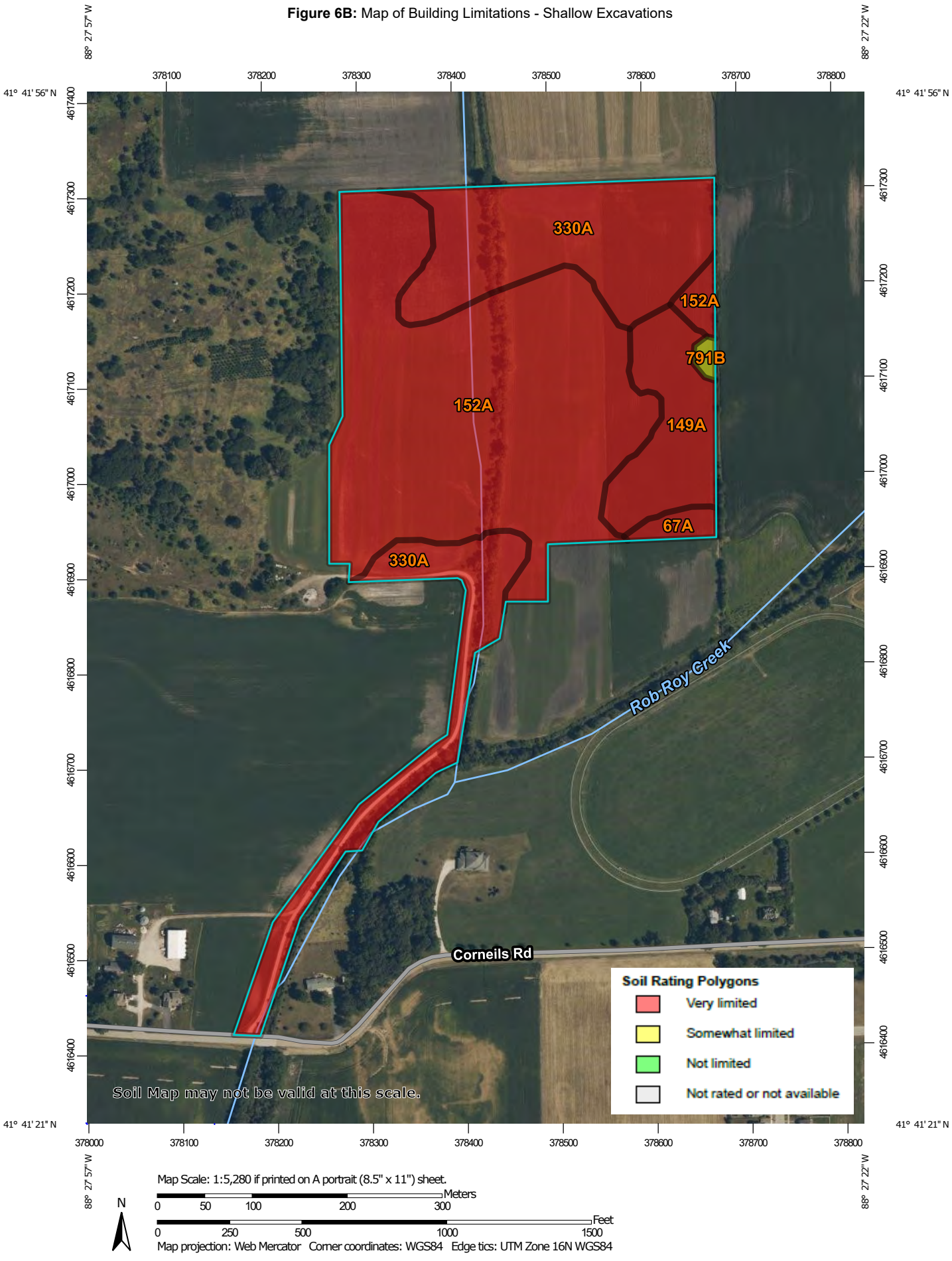
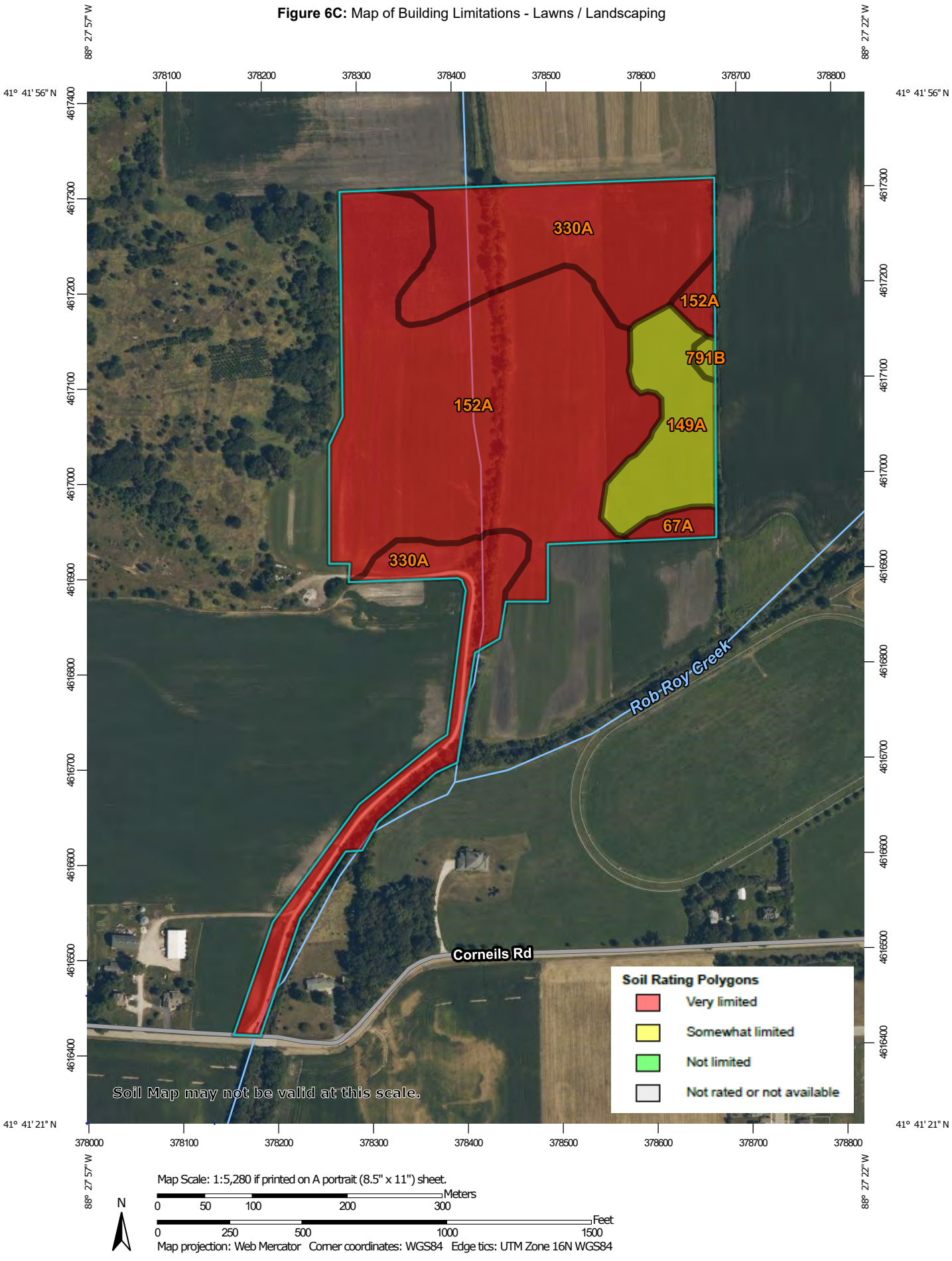


Figure 6C: Map of Building Limitations - Lawns / Landscaping



SOIL WATER FEATURES

Table 5, below, gives estimates of various soil water features that should be taken into consideration when reviewing engineering for a land use project.

HYDROLOGIC SOIL GROUPS (HSGs) – The groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

- **Group A:** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Group B:** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Note: If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D) the first letter is for drained areas and the second is for undrained areas.

SURFACE RUNOFF – Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal). The classes are negligible, very low, low, medium, high, and very high.

MONTHS – The portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

WATER TABLE – Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.

PONDING – Ponding refers to standing water in a closed depression, and the data indicates surface water depth, duration, and frequency of ponding.

- **Duration:** Expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* meaning ponding is not possible; *rare* means unlikely but possible under unusual weather conditions (chance of ponding is 0-5% in any year); *occasional* means that it occurs, on the average, once or less in 2 years (chance of ponding is 5 to 50% in any year); and *frequent* means that it occurs, on the average, more than once in 2 years (chance of ponding is more than 50% in any year).

FLOODING – The temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

- **Duration:** Expressed as: *extremely brief* if 0.1 hour to 4 hours; *very brief* if 4 hours to 2 days; *brief* if 2 to 7 days; *long* if 7 to 30 days; and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* means flooding is not probable; *very rare* means that it is very unlikely but possible under extremely unusual weather conditions (chance of flooding is less than 1% in any year); *rare* means that it is unlikely but possible under unusual weather conditions (chance of flooding is 1 to 5% in any year); *occasional* means that it occurs infrequently under normal weather conditions (chance of flooding is 5 to 50% in any year but is less than 50% in all months in any year); and *very frequent* means that it is likely to occur very often under normal weather conditions (chance of flooding is more than 50% in all months of any year).

Note: The information is based on evidence in the soil profile. In addition, consideration is also given to local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

Table 5: Water Features

Soil Type	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
67A	B/D	Negligible	January – May **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – May **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
149A	B/D	Low	January – May **Upper Limit:** 1.0’-2.0’ **Lower Limit:** 6.0’	January – December **Frequency**: None	January – December **Frequency**: None
152A	B/D	Negligible	January – May **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – May **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
330A	C/D	Negligible	January – June **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – June **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
791B	B	Low	January – December **Upper/Lower Limit:** --	January – December **Frequency**: None	January – December **Frequency**: None

SOIL EROSION AND SEDIMENT CONTROL

Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: texture, slope, structure, and organic matter content.

Slope has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches, and storm sewers and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

- Reducing/diverting flow from exposed areas, storing flows, or limiting runoff from exposed areas
- Staging construction to keep disturbed areas to a minimum
- Establishing or maintaining temporary or permanent groundcover
- Retaining sediment on site
- Properly installing, inspecting, and maintaining control measures

Erosion control practices are useful controls only if they are properly located, installed, inspected, and maintained. Soil erosion and sedimentation control plans, including maintenance responsibilities, should be clearly communicated to all contractors working on the site.

The SWCD recommends an erosion and sediment control plan for all building sites, especially if there is a wetland or stream nearby. Additionally, a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

Table 6: Soil Erosion Potential

Soil Type	Slope	Rating	Acreage	Percent of Project Area
67A	0-2%	Slight	0.6	1.4%
149A	0-2%	Slight	4.3	10.1%
152A	0-2%	Slight	23.4	54.5%
330A	0-2%	Slight	14.4	33.5%
791B	2-4%	Slight	0.2	0.5%

PRIME FARMLAND SOILS

Prime farmland soils are an important resource to Kendall County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soil map units on the parcel reflect the determination that urban or built-up land on prime farmland soils is not prime farmland.

Table 7: Prime Farmland Soils

Soil Type	Prime Designation	Acreage	Percent
67A	Prime Farmland if Drained	0.6	1.4%
149A	Prime Farmland	4.3	10.1%
152A	Prime Farmland if Drained	23.4	54.5%
330A	Prime Farmland if Drained	14.4	33.5%
791B	Prime Farmland	0.2	0.5%
% Prime Farmland	**100%**		

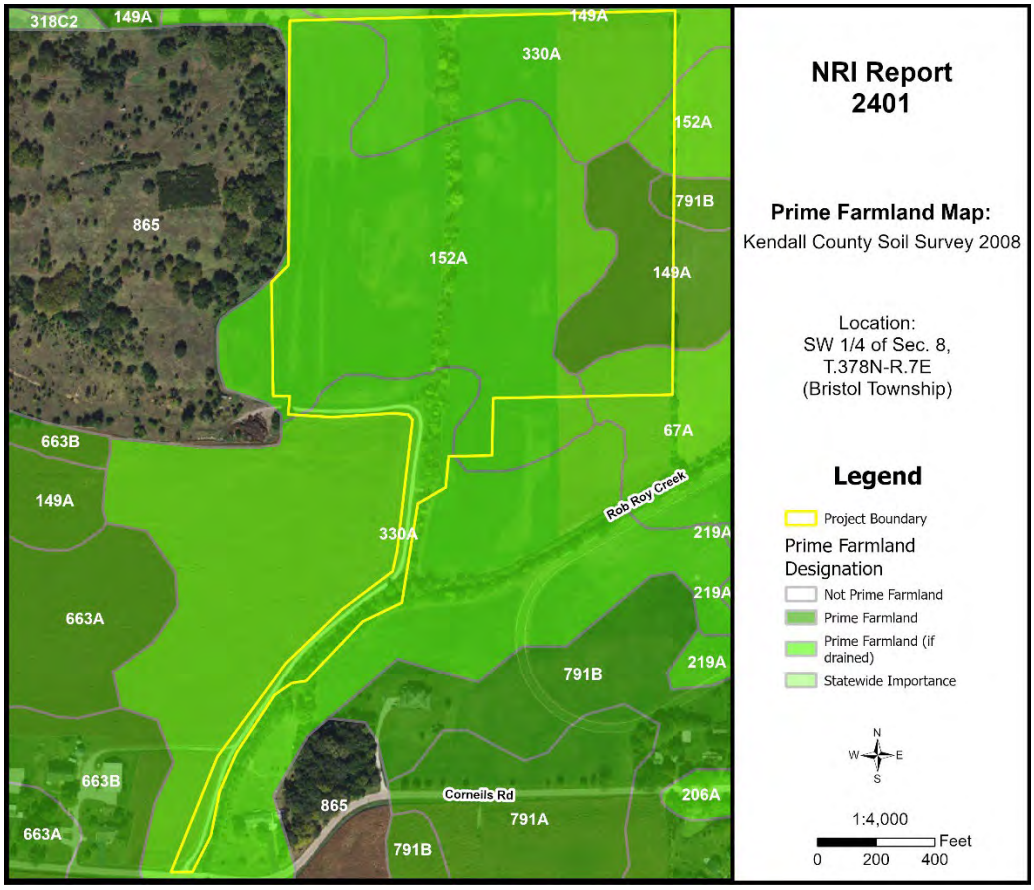


Figure 7: Prime Farmland Soils

LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

LAND EVALUATION (LE)

The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100, and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The LE score is calculated by multiplying the relative value of each soil type by the number of acres of that soil. The sum of the products is then divided by the total number of acres; the answer is the Land Evaluation score on this site. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

SITE ASSESSMENT (SA)

The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The value group is a predetermined value based upon prime farmland designation. The Kendall County LESA Committee is responsible for this portion of the LESA system.

Please Note: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

Table 8: Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres*	Product (Relative Value x Acres)
67A	2	94	0.6	56.4
149A	1	100	4.3	430.0
152A	1	100	23.4	2,340.0
330A	3	87	14.4	1,252.8
791B	4	79	0.2	15.8
			43.0	**4,095.0**
LE Calculation			(Product of relative value / Total Acres) 4,095.0 / 43.0 = 95.2	
LE Score			**LE = 95**	

*Acreage listed in this chart provides a generalized representation and may not precisely reflect exact acres of each soil type.

The Land Evaluation (LE) score for this site is 95 out of 100, indicating that the soils are well suited for agricultural uses considering the Land Evaluation score is above 80. The full LESA Score is not applicable for the proposed project site since it is within municipal planning boundaries. Selecting the project site with the lowest total points will generally protect the best farmland and maintain and promote the agricultural industry in Kendall County.

LAND USE PLANS

Many counties, municipalities, villages, and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a given community. Please contact the United City of Yorkville's Community Development Department for information regarding their comprehensive land use plan and map.

DRAINAGE, RUNOFF, AND FLOOD INFORMATION

U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

WHAT IS A WATERSHED?
Simply stated, a watershed is the area of land that contributes water to a certain point. The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimeter.

Using regional storm event information, and site-specific soils and land use information, the peak stormwater flow through the point marked "○" for a specified storm event can be calculated. This value is called a "Q" value (for the given storm event) and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the Kendall County SWCD recommends that the developer for intense uses, such as a subdivision, calculate the preconstruction Q value for the exit point(s). A stormwater management system

should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

IMPORTANCE OF FLOOD INFORMATION

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and downstream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to "sidestep" potential flooding or ponding problems.

Flood Insurance Rate Maps (FIRMs), produced by the Federal Emergency Management Agency (FEMA), define flood elevation adjacent to tributaries and major bodies of water and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. This is to correctly determine the parcel location and floodplain location. The FIRM map has three (3) zones. Zone A includes the 100-year flood (1% annual chance flood), Zone B or Zone X (shaded) is the 100 to 500-year flood (between limits of the 1% and the 0.2% annual chance flood), and Zone C or Zone X (unshaded) is outside the floodplain (outside the 0.2% annual chance flood).

The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated or pocketed flooded areas. Kendall County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps show the areas of flood for various years. Both maps stress that the recurrence of flooding is merely statistical. A 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner, and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDNR-OWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county, and local regulations will need to be reflected in the site plans.

Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainage ways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. Development on hydric soils can contribute to the loss of water storage within the soil and the potential for increased flooding in the area.

This parcel is located on minimal topography (slopes 0 to 4%) and an elevation range of approximately 638'-644' above sea level. The lowest point is along the unnamed tributary, and the highest point is in the northwest portion of the site. According to the FEMA Flood Map (Figure 8), the parcel does not likely contain areas of regulated floodplain or floodway. The parcel is mapped as Zone X, an Area of Minimal Flood Hazard.

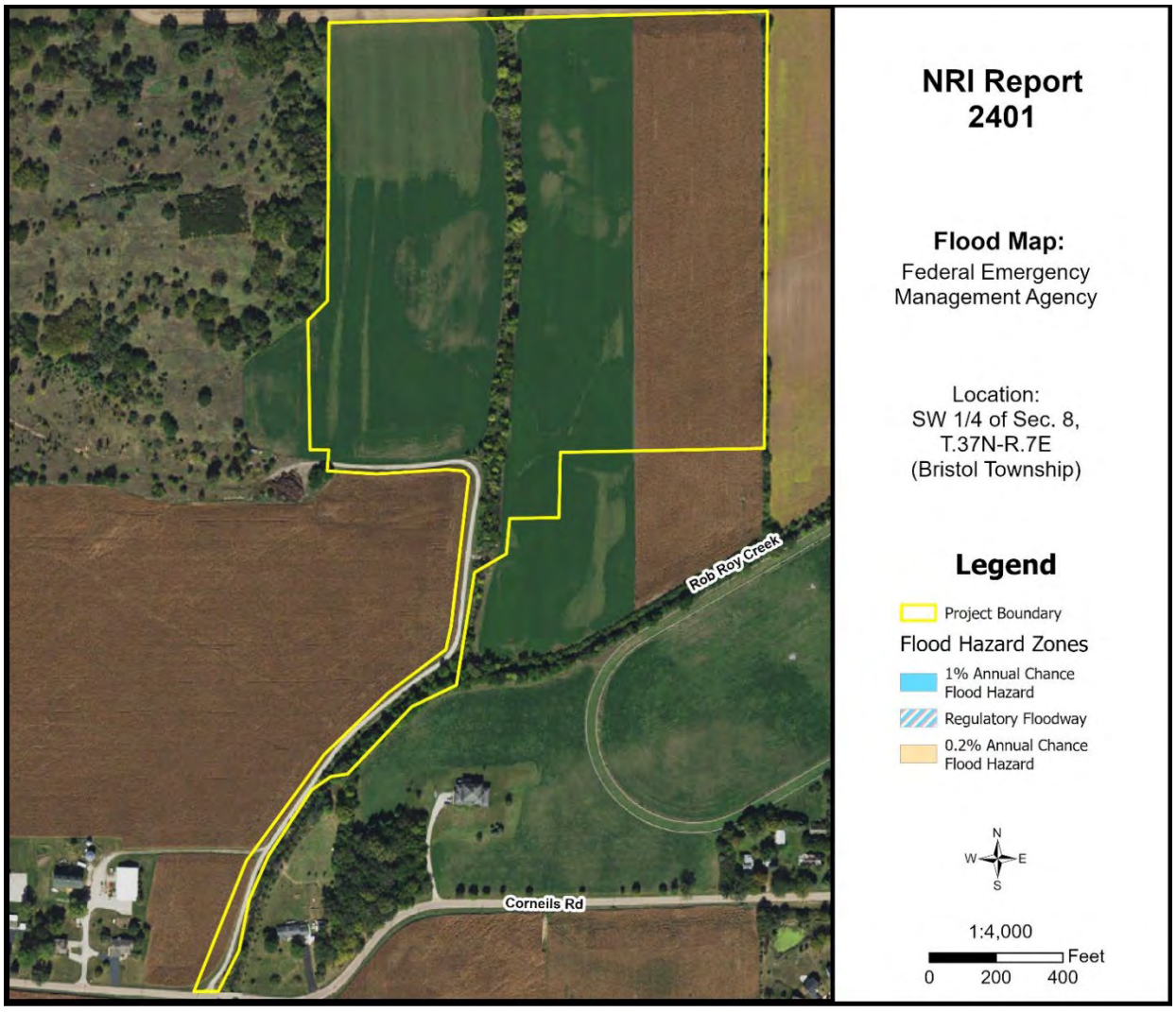


Figure 8: Flood Map

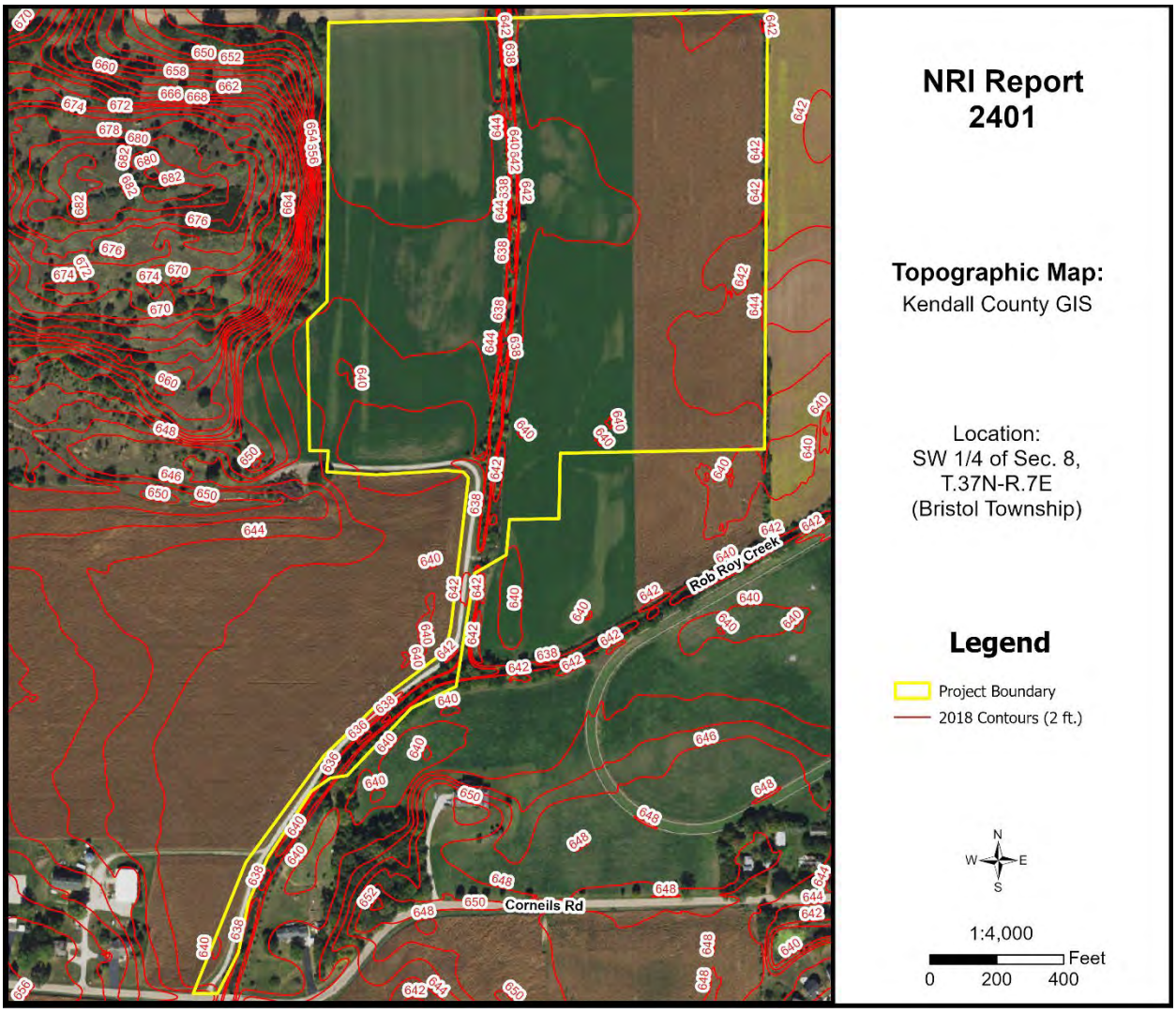


Figure 9: Topographic Map

WATERSHED PLANS

WATERSHED AND SUB WATERSHED INFORMATION

A watershed is the area of land that drains into a specific point including a stream, lake, or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries pollutants such as oils, pesticides, and soil.

Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and the implications of their activities, implementing practices recommended in watershed plans, and educating others about their watershed.

The following are recommendations to developers for protection of this watershed:

- Preserve open space
- Maintain wetlands as part of development
- Use natural water management
- Prevent soil from leaving a construction site
- Protect subsurface drainage
- Use native vegetation
- Retain natural features
- Mix housing styles and types
- Decrease impervious surfaces
- Reduce area disturbed by mass grading
- Shrink lot size and create more open space
- Maintain historical and cultural resources
- Treat water where it falls
- Preserve views
- Establish and link trails

This parcel is located within the Lower Fox River watershed and the Rob Roy Creek sub watershed (HUC 12 – 071200070601). The Rob Roy Creek sub watershed comprises 13,393.76 acres of Kendall County.

WETLAND INFORMATION

IMPORTANCE OF WETLAND INFORMATION

Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the National Wetlands Inventory, which is the most comprehensive inventory to date. The National Wetlands Inventory is reproduced from an aerial photo at a scale of 1” equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The National Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland ***delineation*** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of “delineation” and “determination.”*

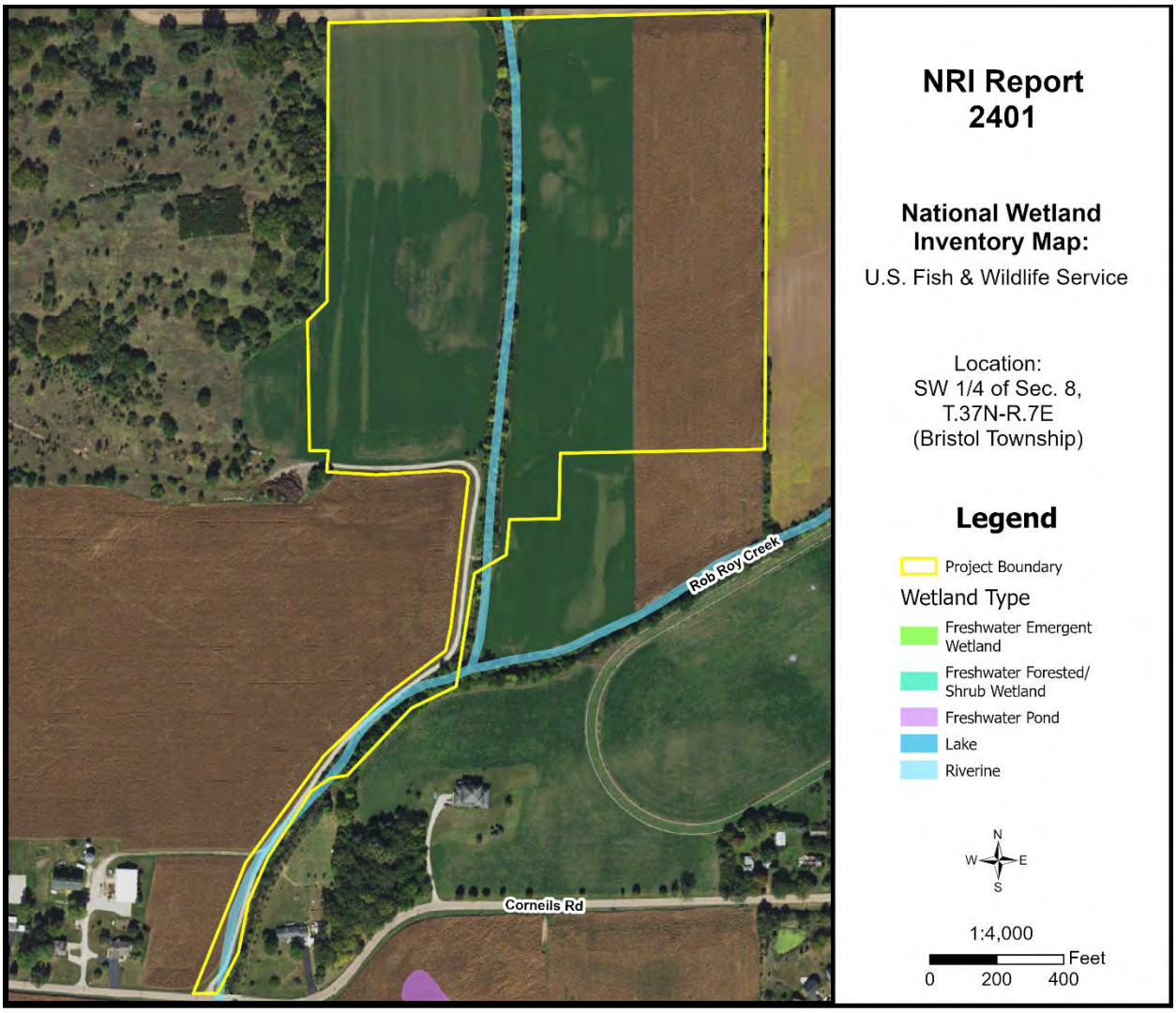


Figure 10: Wetland Map

Office maps indicate that mapped wetlands/waters are present on the parcel in question (PIQ). To determine the presence of wetlands, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands. A Wetland Determination/Delineation Report dated September 1, 2023, was prepared by Atwell, LLC. The results of their review indicated the presence of two watercourses on the site (Rob Roy Creek and an unnamed tributary of Rob Roy Creek). Please see their report for more information.

HYDRIC SOILS

Soils information gives another indication of flooding potential. The soils map on the following page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils, by definition, have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table but also their subsidence problems.

It is important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, the Kendall County SWCD recommends the following: a topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel, an intensive soil survey to define most accurately the locations of the hydric soils and inclusions, and a drainage tile survey on the area to locate the tiles that must be preserved to maintain subsurface drainage.

Table 9: Hydric Soils

Soil Types	Drainage Class	Hydric Designation	Hydric Inclusions Likely	Hydric Rating %	Acres	% Area
67A	Poorly Drained	Hydric	N/A	98%	0.6	1.4%
149A	Somewhat Poorly Drained	Non-Hydric	Yes	3%	4.3	10.1%
152A	Poorly Drained	Hydric	N/A	100%	23.4	54.5%
330A	Very Poorly Drained	Hydric	N/A	100%	14.4	33.5%
791B	Well Drained	Non-Hydric	No	0%	0.2	0.5%

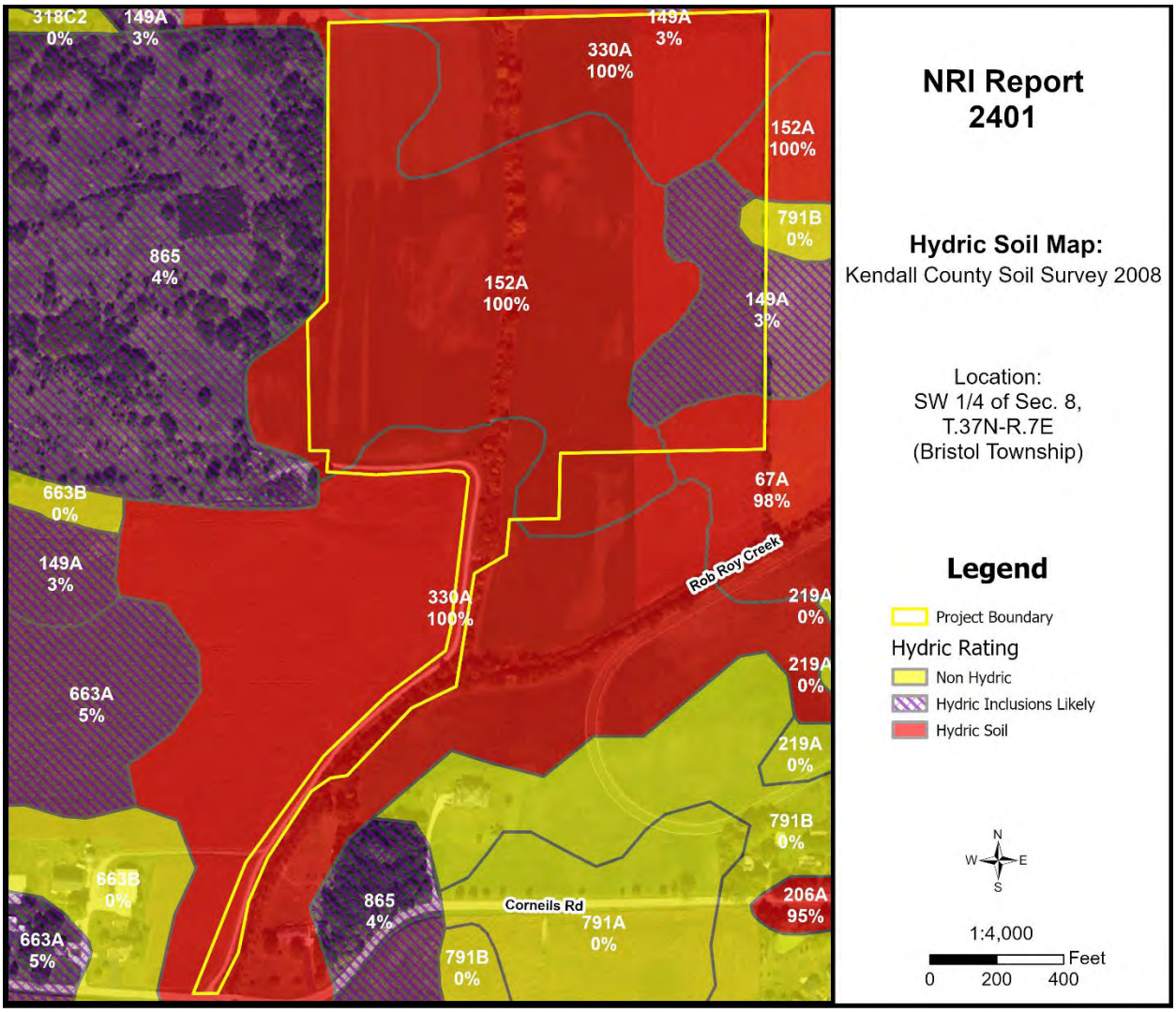


Figure 11: Hydric Soil Map

WETLAND AND FLOODPLAIN REGULATIONS

PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against floodway encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

WHO MUST APPLY?

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, floodplain or floodway subject to State or Federal regulatory jurisdiction should apply for agency approvals.

REGULATORY AGENCIES

- **Wetland or U.S. Waters**: U.S. Army Corps of Engineers, Chicago District, 231 South LaSalle Street, Suite 1500, Chicago, IL 60604. Phone: (312) 846-5530
- **Floodplains**: Illinois Department of Natural Resources - Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270. Phone: (217) 782-6302
- **Water Quality/Erosion Control**: Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. Phone: (217) 782-3397

COORDINATION

We recommend early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

CAUTION: Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a Waters of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River and Harbors Appropriation Act of 1899 or Section 404 of the Clean Water Act are subject to fines ranging up to $16,000 per day of violation, with a maximum cap of $187,500 in any single enforcement action, as well as criminal enforcement.

GLOSSARY

AGRICULTURAL PROTECTION AREAS (AG AREAS) - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land cannot receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

AGRICULTURE - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

BEDROCK - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

FLOODING - Indicates frequency, duration, and period during year when floods are likely to occur.

HIGH WATER TABLE - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

- **Water table, Apparent**: A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.
- **Water table, Artesian**: A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.
- **Water table, Perched**: A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

DELINEATION - For Wetlands: A series of pink or orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

DETERMINATION - A polygon drawn on a map using map information that gives an outline of a wetland.

HYDRIC SOIL - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987).

INTENSIVE SOIL MAPPING - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.) - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

MODERN SOIL SURVEY - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different used and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

PERMEABILITY - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated but allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

PIQ - Parcel in question

POTENTIAL FROST ACTION - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

PRIME FARMLAND - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well-managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources and farming the land results in the least damage to the environment. Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent (USDA Natural Resources Conservation Service).

SEASONAL - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

SHRINK-SWELL POTENTIAL - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

SOIL MAPPING UNIT - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

SOIL SERIES - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

SUBSIDENCE - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

TOPSOIL - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

WATERSHED - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

WETLAND - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient enough to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.

REFERENCES

Association of Illinois Soil & Water Conservation Districts. 2020. Illinois Urban Manual.

Berg, R. C., and J. P. Kempton. 1984. Potential for contamination of shallow aquifers from land burial of municipal wastes: Champaign, Illinois, Illinois State Geological Survey map, scale 1:500,000.

Clean Water Act of 1972, Sections 309 and 404.

Federal Emergency Management Agency. National Flood Hazard Layer (NFHL) Viewer. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd. Accessed January 2024.

Illinois State Geological Survey, Department of Natural Resources. 2021. Geologic Road Map of Illinois.

Kendall County Department of Planning Building and Zoning and Kendall County Soil and Water Conservation District In cooperation with NRCS, USDA. Land Evaluation and Site Assessment System.

Kendall County. 2023. Land Resource Management Plan Map.

Natural Resources Conservation Service, United States Department of Agriculture. General Manual, Title 310, Land Use.

Natural Resources Conservation Service, United States Department of Agriculture. 2007. Hydric Soils of the United States.

Natural Resources Conservation Service, United States Department of Agriculture. Hydrologic Unit Map for Kendall County.

Natural Resources Conservation Service, United States Department of Agriculture. 1987. Soil Erosion by Water. Agriculture Information Bulletin 513.

Natural Resources Conservation Service, United States Department of Agriculture. 2008. Soil Survey of Kendall County.

Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. http://websoilsurvey.sc.egov.usda.gov/. Accessed January 2024.

Rivers and Harbors Appropriation Act of 1899, Section 10.

Rockford Map Publishers, Inc. 2021. Land Atlas and Plat Book, Kendall County, Illinois, 21st Edition.

United City of Yorkville. 2016. United City of Yorkville Comprehensive Plan Update.

United States Fish & Wildlife Service. 2018. National Wetlands Inventory. https://data.nal.usda.gov/dataset/national-wetlands-inventory. Accessed January 2024.

Nature Conservancy (U.S.) Great Lakes Program. 1994. *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*. The Program, 1994.

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

PLAN COUNCIL AGENDA

Thursday, February 8, 2023
9:00 a.m.
City Hall
Community Development
2nd Floor - Conference Room
Remote Access via Zoom

1. Minutes for approval: November 9, 2023
2. PZC 2024-05 Corneils Solar Farm/Nexamp (Bennett) – Annexation, Rezone, and Special Use

Adjournment

UNITED CITY OF YORKVILLE
PLAN COUNCIL
Community Development
City Hall Conference Room, 2nd floor
651 Prairie Pointe Drive, Yorkville, IL
Thursday, November 9, 2023 9:00am

IN ATTENDANCE:
Krysti Barksdale Noble, Community Development Director
Bart Olson, City Administrator
Michael Keith, Atwell, LLC
Dan Nagel, property owner
Matt Walsh, Nexamp
Dan Kramer, Attorney

Ms. Noble called the meeting to order at 9:01am. She said the Engineer and Public Works Director were unable to be present, however, she did have comments from them.

1. Minutes for approval: October 12, 2023
The minutes were approved as presented.

2. PZC 2024-01 Yorkville Renewables/Nexamp-Solar Farm
Ms. Noble said the purpose of the meeting was to review comments from staff members regarding this solar project proposal. Introductions of meeting participants were made.

Mr. Walsh gave a PowerPoint presentation and an overview of the proposal. He discussed the equipment necessary for the site and their function. A camera system will be utilized and will feed to a monitoring center. The landscaping will include pollinator plants and they are also open to fencing. Com Ed will install power poles to ensure not too much power is sent through the system. He said the site is part of the original Westbury PUD which is currently being dismantled. Mr. Nagel's property was determined to be the most favorable for this proposed project and the current recycling center is nearby. An existing easement intended for future roads will be used for access and approval from Kendall County has already been given for Galena Road access. Mr. Walsh discussed some of the setback distances and said the project had generous buffers for the site.

Attorney Kramer noted another proposed solar project farther north and that Aldermen had expressed they did not want solar fields visible at city entrances. He said his client has been mindful of these wishes.

Staff Comments:
Ms. Noble gave an overview and shared staff comments. The facility is a 5 megawatt and permitted in an agriculture district for which the petitioner is seeking rezoning. It is part of a PUD now, which the city is dismantling and this parcel would be excluded from the PUD. A variance might be needed concerning the clearance from the ground. A Unified Development Ordinance is in the process of being passed and if approved by January 1, a variance will not be needed. She also addressed the setbacks. She asked the petitioner if the setback is the distance to the solar field or to the array. Mr.

Walsh will re-measure and provide the information. The distance to neighboring properties was also unclear.

Other Staff Items Discussed:
1. Total number of arrays will need to be verified and Ms. Noble noted the $7.00 per array cost for the building permit.

2. Discussed the inverters, transformers and tracking motors. Some systems require a motor for each row of arrays, while others need one motor per several rows, said Mr. Walsh. An estimate of the number will be needed. He noted that the motors only run a few seconds when turning the arrays.

3. Ms. Noble said the lease length is needed and if there is an option to extend.

4. Glare and lighting studies were provided and a rendering of view sheds is needed.

5. An 8-foot tall galvanized fence with slats is required to obscure the view.

6. BKFD needs a Knox box and key.

7. The driveway will not be paved, but staff needs to know the composition of the road.

8. Regarding decommissioning plan, engineer needs a construction estimate for the the life of the lease and a 3% annual inflation rate is needed as part of the special lease application. A total cost for this process is needed.

9. Solar is an accessory use and the proposed 23 acres is only 31% of the overall area, meeting the requirements of being an accessory to the ag use criteria.

10. A small sign with contact information is preferred and Mr. Walsh added that it will provide shutdown information as well.

11. The city requires a blanket easement as part of the decommissioning plan. Ms. Noble said staff will work with the petitioner's attorney for a special license agreement so as not to encumber the title.

Comments from Mr. Michael Keith:
Mr. Michael Keith asked about requirement for stormwater detention and said there is a study that shows there is generally no detention needed in solar fields. There is no increase in water runoff with no surface change and in addition, the pollinator mix pulls water into the soil. He said the site is not being cleared and the gravel road also allows for water absorption. A stormwater storage basin will be discussed with the Engineer.

Mr. Keith also addressed the flood plain. He said the FEMA maps do not show a flood plain on this site. Mr. Walsh said they are adding steel piles, but it has minimal impact on flooding. He asked for direction on what the engineer wishes.

The petitioner is OK with the delineation report that has already been done. Mr. Walsh added there is a wetland near the roadway but is isolated and does not impact the Rob Roy creek. It was created when the sewer was put in and probably not regulated by the Army Corps.

Perimeter Easement: Mr. Walsh said the perimeter easement is OK for future improvements. He said there was a road dedication previously done along Galena Rd. & Rt. 47 for the property owner, but not for this project. Ms. Noble will discuss with Engineer Sanderson.

Decommission Bond: This requires a 3% annual increase with the 120% estimate. The lease is for 20 years with options and the bond will need to be updated if the lease extends beyond 20 years.

Photometric Plan: There will be no lighting on the site.

Landscaping Comments: Native pollinators will be used and Ms. Noble will work with the petitioner for an approved plan. Shrubs and trees will be around the solar field, said Mr. Walsh, but there is not enough area to comply with the levels suggested and the buffering is the most important part for a solar field. Shrubs or trees are not needed along the access path. Ms. Noble said a preliminary plan for the pollinator mix would be helpful for the Planning and Zoning Commission meeting and she added that some projects have an agreement with the state for that plan. Some plants may be changed depending on site conditions. Mr. Walsh said a soil analysis will be done to see what plants are appropriate.

Police Department:
The petitioners said in general, there is low criminal activity on their sites and signage at the entrance is not an issue. The gate at the entrance is just into the solar farm, but there is free access on the sides of the gate. A breakable chain for the Fire Department could be installed. There will be an easement through the middle of the property, which is non-exclusive so only the owner needs to give consent.

Other Comments:
Mr. Walsh asked for any other input and Ms. Noble said to make sure the decommissioning estimate is relative to the area. Mr. Kramer said the drainage issue is non-existent. Ms. Noble said EDC has not narrowed the distance requirements from the road. The existing right-of-way of the road is there and approved already, said Mr. Nagel. Mr. Nagel asked if the ComEd line is underground from the solar farm to the Com Ed infrastructure nearby. He asked if it could be re-positioned, which it can be and a new pole is proposed for there.

Comments from Mr. Bart Olson:
Mr. Olson said the City Council does not want anything within 1,000 feet from the commercial corridor. He said to definitely focus on limiting the view shed from Raging Waves into the solar farm. Mr. Olson asked if any roadway improvements will be made or if just interior to the site—it will only be to the interior. The petitioners should make sure there is public benefit, improvements or donations, which is a concern of the Aldermen and should be a component of the proposal to the Council.

Ms. Noble said a map will be provided at the next meeting to show the bufferings at various distances. She will also give the questions to the Engineer and will follow up via email to the meeting participants.

When the Westbury PUD is resolved, meetings can then be scheduled.

Adjournment
There was no further business and the meeting adjourned at 9:57am.

Minutes respectfully transcribed by
Marlys Young, Minute Taker

Memorandum

To: Plan Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Sara Mendez, Planner I
Date: January 24, 2024
Subject: **PZC 2024-05 Corneils Road Solar, LLC/Nexamp, Inc. (Bennett)**

I have reviewed the applications for Annexation, Rezoning and Special Use request dated January 17, 2024 as submitted by Daniel Kramer on behalf of Nexamp dba Corneils Road Solar, LLC, petitioner. The following supplemental materials were included with the applications:

1) Application for Annexation, as prepared by 126612 Corneils Road Solar, LLC
2) Application for Rezoning, as prepared by 126612 Corneils Road Solar, LLC
3) Application for Special Use, as prepared by 126612 Corneils Road Solar, LLC
4) List of Property Owners within 500 feet of subject parcel
5) Cover Letter of Project Narrative/System Design Summary dated December 3, 2023, as prepared by Nexamp
6) Decommissioning Plan Narrative, as prepared by Nexamp
7) ALTA Survey/NSPS Land Title Survey dated 11/23/2022, as prepared by Atwell Group
8) Legal Description dated December 6, 2023, as prepared by Atwell Group
9) Special Use Application Plans dated last revised 12/10/23, as prepared by Atwell Group and submitted by Nexamp
10) Property Aerial dated 12/06/23, as prepared by Nexamp
11) Standard Agreement for Interconnection with ComEd, as submitted by Nexamp
12) Electrical Diagram dated 07/03/2023, as submitted by Nexamp
13) Manufactures Cut Sheets, as submitted by Nexamp
14) Glare Study dated December 14, 2023 prepared by Forge Solar
15) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
16) Letter from Illinois Department of Agriculture dated December 5, 2023

The petitioner is seeking to construct a 4.99-megawatt (MW) alternating current (AC) freestanding commercial solar collector system. The proposed 40-acre solar farm will be situated on approximately 94 acres of existing farmland located in unincorporated Kendall County immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street). The property also consists of an existing farm homestead with accessory buildings.

Upon annexation, the petitioner seeks to rezone the parcel from the default R-1 Single-Family to A-1 Agricultural District zoning and requests special use authorization for a solar farm.

Based upon my review of the application documents and preliminary plans, I have compiled the following comments (requests to the petitioner are underlined):

ANNEXATION COMMENTS:

1. Contiguity of the subject parcel and Yorkville's current corporate boundary is established immediately south of Corneils Road (Westbury South Village) and abutting to the east is the Westbury East Village. Both are undeveloped but entitled mixed-use planned unit developments.
2. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District.

3. **Any approval of the requested rezoning and special use for the solar farm is contingent upon the approval of the annexation petition**.

REZONING COMMENTS:

1. Per Table 10-3-12(B) Alternative Energy Uses of the United City of Yorkville's Unified Development Ordinance, solar farms are special uses in the A-1 Agricultural District.
2. Section 10-8-12 of the Unified Development Ordinance states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

SPECIAL USE COMMENTS:

Zoning

The subject property consists of three (3) parcels (#02-08-300-008, 02-08-300-011, and 02-08-300-012) which are currently unincorporated and zoned A-1 Special Use in Kendall County. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 SU/ M-3 SU (Unincorporated Kendall County)	Agriculture/ Trans/Communication/Utility
South	Corneils Road R-4 (Westbury South Village PUD)	Transportation/Agriculture
East	R-2, R-4, B-3 (Westbury East Village) Rob Roy Creek	Agriculture/Undeveloped Residential/Tributary
West	A-1 (Unincorporated Kendall County)	Residential/Agriculture

- The proposed commercial solar farm will consist of approximately 11,592 modules installed over 40-acres of the existing farmland and enclosed within a fenced area, per the project narrative. However, the Site Layout Plan (Sheet C-200 B) prepared by Nexamp, date last revised December 10, 2023 states the area to be fenced is approximately 31.09-acres. **Petitioner must verify the accurate area proposed for the solar farm use.**
- The system will include two (2) central inverters and 1-2 transformers, per the Decommissioning Plan. Additionally, the inverters and transformers will be located within the fence and mounted on a concrete pad. **Please verify and the total number of proposed tracker motors**.
- The proposal also includes a Battery Energy Storage system.
    - **Per Table 10-3-12(B) Permitted and Special Uses in the Unified Development Ordinance, battery energy storage systems as primary uses are only permitted in the manufacturing districts. This seems like an accessory use, but staff requests more information on the system**.
- **The petitioner must provide the total amount of time proposed for the lease of the property to operate the proposed community solar farm. This includes any options to extend the lease term**.

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City's Unified Development Ordinance provides setbacks specific for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required, excluding fences, for ground-mounted solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (South)	100 feet	~1,698.6 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	~ 36 feet
Side (East)	50 feet from nonresidential/100 feet from residential	~ 59 feet
Side (West)	50 feet from nonresidential/100 feet from residential	~37 feet

- The location of the solar panels meets the minimum front (south) yard setback for ground-mounted solar farm uses in the A-1 District. **However, the solar panels appear to encroach into the required rear and interior side yards to the north, east, and west.**
    - **The minimum distances required for the rear and west is 50 feet, excluding the fence, and the east minimum setback is 100 feet, excluding the fence.**
    - **The Site Plan should be revised to reflect the accurate distances from the property lines to the proposed solar panels and/or fence line.**
- **The Site Plan should also indicate the distance of the proposed nearest solar module to the nearest residential structure to the northwest along E. Beecher Road and to N. Bridge Street to the east.**
    - It is noted within the project narrative there is a reference to the proposed solar system being over 1,000 feet from the nearest residential structure (from nearest existing residential structure to nearest proposed module.
- Per Section10-4-13B.3 of the Unified Development Ordinance, a certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions

Height

The maximum height for solar systems, equipment, and structures shall not exceed thirty feet (30') in height when ground mounted, per Section 10-4-13B.6 in the Unified Development Ordinance.

- The petitioner's exhibit (Sheet C-500 B Standard Details) appears to indicate a maximum solar array height as approx. 20 feet at maximum tilt.
- The petitioner's exhibit (Sheet C-06 A Standard Details) appears to indicate a minimum solar array clearance as 3 feet.

Glare/Lighting

Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

- The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis.
- It is also noted the solar modules will be treated with anti-reflective coating to minimize glare.
- **Staff requests the petitioner provides a viewshed from angles around the solar farm which illustrate how far away the panels will be from the public rights-of-way (Corneils Road), as well as from the residential land uses to the northwest.**

Noise

The transformer is the greatest source of noise on the property.

- It is noted the transformer will be centrally located within the fenced area on either side of the 100' water course buffer.
- **Please verify the distance of the transformer to the nearest residences located to the northwest on E. Beecher Road.**

Fencing

The petitioner has proposed an eight (8) foot tall, fixed knot farm fence to surround the perimeter of the solar farm with a 20-foot-wide double swinging vehicle access gate. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, states that systems, equipment, and structures in solar farms shall be fully enclosed and secured by fence or wall with a height of eight (8) feet in height.

- **Staff recommends an 8' tall, galvanized chain link fence with slats.**
- **A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD).**

Access Road

The proposed site access is via Corneils Road through an existing gravel driveway. The plan proposes to connect a new 15' wide gravel access drive into the fenced area with the solar system.

- The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits.
- Per Section 10-4-13B.5 of the Unified Development Ordinance, off street parking provided on-site shall be on a paved and gravel roads are not permitted.
    - Petitioner has provided details regarding the proposed material for the access road.
    - **Staff defers to the City Public Works Director and City Engineer for comment on the road composition.**

Decommissioning Estimate/Plan
The petitioner has provided a decommission plan.

- **In addition to the decommissioning plan narrative, a construction estimate for the life of the lease must be provided with a 3% annual inflation rate which must be reviewed and approved by the City Engineer.**
    - It is noted the Petitioner stated that an Engineers Estiamte

Maximum Lot Coverage
Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty-percent (80%) of a given parcel in this district.

- As proposed, the solar farm will occupy approximately 42.5% (40-acres) of the overall existing 94 acres of existing farmland.
- **Is the petitioner proposing to consolidate all or some of the three (3) existing parcels? If so, which parcels and what is the total area occupied by the proposed solar use. If not, the petitioner must provide, on a parcel basis, the total area occupied by the proposed solar use**.

Signage
Per Section 10-4-13B.9.a.(1) and (2) of the Yorkville Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm.

- Additionally, signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.
- **The petitioner has provided signage information. The emergency contact sign (8.5" x 11") appears to be compliant with this regulation.**

Landscaping
Defer to Engineering Comments related to landscaping.

- It is noted that the petitioner will provide IDOT class 7 seed mix outside fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels.

Utilities
Per Section 1-4-13B.4 of the Unified Development Ordinance, power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

- The proposed community solar farm will not require public utilities such as water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd system includes electrical cables installed underground for the entire project with the exception of a series of overhead poles (approx. 4) for a wire connection near Corneils Road.

Utility Service Provider
The petitioner has provided evidence that the electric utility service has been notified of the owner's intent to install an interconnected customer owned electricity generator.

- A copy of an Interconnection Agreement, as prepared by ComEd dated 03/2/2023.

Special Use Standards
The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards.

Easement Requirements
An easement for City access to the solar field will be required in the event the project is abandoned and requires decommissioning by the City.

Economic Development Committee Comments
The City's Economic Development Committee has provided guidance at their January 2, 2024 meeting to staff regarding the acceptable locations of solar fam developments within Yorkville which are as follows:

- **1,000-foot buffer from**
- **1,000-foot buffer from Fox River**
- **Maximum of five (5) solar farms citywide**
    - These recommendations have not been approved, as an amendment to the Yorkville Unified Development Ordinance will be required. Staff is anticipating formal review of the proposed amendment will occur in March 2024.

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2023-60

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE ADOPTION OF A NEW UNIFIED DEVELOPMENT ORDINANCE WITHIN THE YORKVILLE CITY CODE

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 12th day of December, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on December 20, 2023.

Ordinance No. 2023-60

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE ADOPTION OF A NEW UNIFIED DEVELOPMENT ORDINANCE WITHIN THE YORKVLLE CITY CODE

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, Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14) provides that a municipality may amend its zoning regulations by ordinance after holding a hearing before a commission or committee designated by the corporate authorities; and,

WHEREAS, pursuant to Section 11-13-2 of the Illinois Municipal Code (65 ILCS 5/11-13-2), the Mayor and City Council of the City (the "*Corporate Authorities*") appointed and confirmed an advisory committee (the "*Advisory Committee*") to recommend the boundaries of districts and appropriate regulations to be enforced therein; and,

WHEREAS, the Advisory Committee prepared a tentative report and a proposed new Unified Development Ordinance (the *"UDO"*) for the City; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 13th day of September, 2023 (the "*Hearing*"), to consider the tentative report of the Advisory Committee and the proposed new UDO; and,

WHEREAS, due notice in respect to the Hearing was given pursuant to 65 ILCS 5/11-13-2 and 65 ILCS 5/11-13-14 of the Illinois Municipal Code; and,

WHEREAS, within 30 days after the final adjournment of the Hearing, the Planning and Zoning Commission made a final report and submitted a proposed new UDO for the City to the Corporate Authorities; and,

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's final report and the proposed new UDO and hereby approves said new amended ordinance.

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 Title 10 - Zoning and Title 11 – Subdivision Control of the Yorkville City Code is hereby amended by deleting said Titles in their entirety and replacing said Title 10: UDO with the language set forth in Exhibit A, attached hereto and made a part hereof.

Section 3. That Title 8 – Building Regulations of the Yorkville City Code is hereby amended by deleting Chapter 7 – Stormwater and Flooding Regulations, Chapter 12 – Landscape Ordinance, and Chapter 15 – Appearance Code, in their entirety, and which are now included within the new Title 10: UDO.

Section 4. The Advisory Committee shall cease to exist upon the passage, approval, and publication of this Ordinance.

Section 5. This Ordinance shall be in full force and effect on January 1, 2024 upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 12th day of December, A.D. 2023.

Jori Behrend
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	ABSENT
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	ABSENT	MATT MAREK	AYE
SEAVER TARULIS	AYE	RUSTY CORNEILS	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 20th day of December, A.D. 2023.

MAYOR

Attest:

CITY CLERK

10-4-13. Alternative Energy Use Standards

A. **General Requirements for all Alternative Energy Uses**.

1. **Applicability**. The provisions of this Section are to establish zoning parameters by which solar and wind energy systems may be installed in the City. Additional renewable energy solutions not mentioned herein may be authorized subject to compliance with the applicable codes and standards of the City.

2. **Use**. Alternative energy systems shall be an accessory to the principal permitted use of a site.

3. **Abandoned Systems**. All alternative energy systems inactive or inoperable for twelve (12) continuous months shall be deemed abandoned. If the system is deemed abandoned, the owner is required to repair or remove the system from the property at the owner's expense within ninety (90) days after notice from the City. If the owner does not comply with said notice, the Building Code Official shall enforce this as a violation of the Yorkville Zoning Ordinance.

4. **Signage**. No attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size. Graphics, colors, corporate logos, and text on wind energy systems located within business or manufacturing zoned properties are permitted, subject to the discretion of the City Council.

5. **Safety**. All wind energy systems shall be equipped with manual and/or automatic controls and mechanical brakes to limit rotation of blades to prevent uncontrolled rotation.

6. **Lighting**. Alternative energy systems shall not be illuminated, except as required by the FAA or those used in commercial applications such as streetlights.

7. **Shadow Flicker**. No habitable portion of an existing adjacent structure shall be subject to shadow flicker from a wind turbine. Shadow flicker onto an adjacent roof and/or exterior wall which does not contain any windows, doors, and like openings shall be acceptable. If shadow flicker occurs, the operation of the wind turbine shall cease during those times which cause the shadow flicker.

8. **Screening**. There shall be no required mechanical screening for alternative energy systems.

9. **Design**. Wind energy systems and associated tower shall be a nonreflective color. The City Council may impose such conditions as are necessary to eliminate, if at all possible, any adverse effects such system may have on surrounding properties.

10. **Compliance**. Wind energy systems shall meet or exceed current standards of the international building code and Federal Aviation Administration (FAA) requirements, any other agency of the state or federal government with the authority to regulate wind energy systems, and all City codes.

11. **Building Code/Safety Standards**. Any owner or operator of an alternative energy system shall maintain said system in compliance with the standards contained in the current and applicable state or local building codes and any applicable standards for said energy systems that are published by the International Building Code, as amended from time to time. If, upon inspection, the United City of Yorkville concludes that an alternative energy system fails to comply with such codes and standards and constitutes a danger to persons or property, the City Code Official shall require immediate removal of the system at the owner's expense.

B. **Solar Farm**.

1. No solar farm shall be erected on any lot less than three (3) acres in size.

2. A solar farm use may occupy up to eight-five (85) percent of a given parcel in the M-1 or M-2 District or up to eighty (80) percent of a given parcel in any other District.

3. A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.

4. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

5. Off-street parking provided on site shall be paved. Gravel or other unpaved materials shall be prohibited.

6. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.

7. Groundcover as specified in Section 10-5-3(A)(7) shall be provided beneath all solar panels.

8. Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:

   a. *Front and Corner Yards*: one hundred (100) feet,

   b. *Side and Rear Yards*: fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.

9. Systems equipment and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.

   a. **Warnings.**

      (1) Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Officer.

      (2) The signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.

10. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the wind farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.

11. **Materials Handling, Storage, and Disposal.**

    a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.

    b. A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

12. **Decommissioning Plan.** Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:

    a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.

    b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,

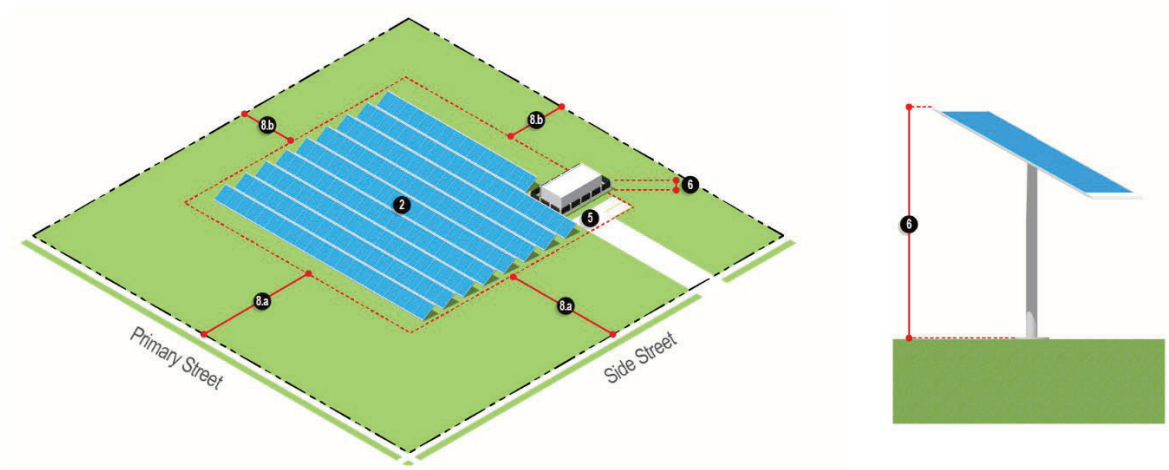
    c. Provisions for the restoration of the natural soil and vegetation,

    d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.

    e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to one-hundred and twenty (120) percent of the professional engineer's certified estimate of the decommissioning cost.

    f. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

Figure 4.4. Solar Farm Standards



January 10, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: Corneils Road Solar
Special Use & Rezoning Request – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Rezoning Permit Applications
- Special Use Application Plans
- Other Supporting Documentation

Our review of these plans and reports are 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. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
    - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
    - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. A field tile survey will be required.

5. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 644 and 645. Please see the attached exhibit.

6. A good portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.

7. Perimeter easements will need to be provided. These easements should be a minimum of 20'.

8. No solar equipment will be allowed with existing sanitary sewer easements. It is unclear within the preliminary plans whether this is the case.

9. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.

10. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist.

    b. Truck turning exhibits for delivery and emergency vehicles

    c. Photometric plan

    d. Decommissioning cost estimate

    e. Stormwater management submittal

    f. Landscape plan

If you have any questions or require additional information, please contact our office.

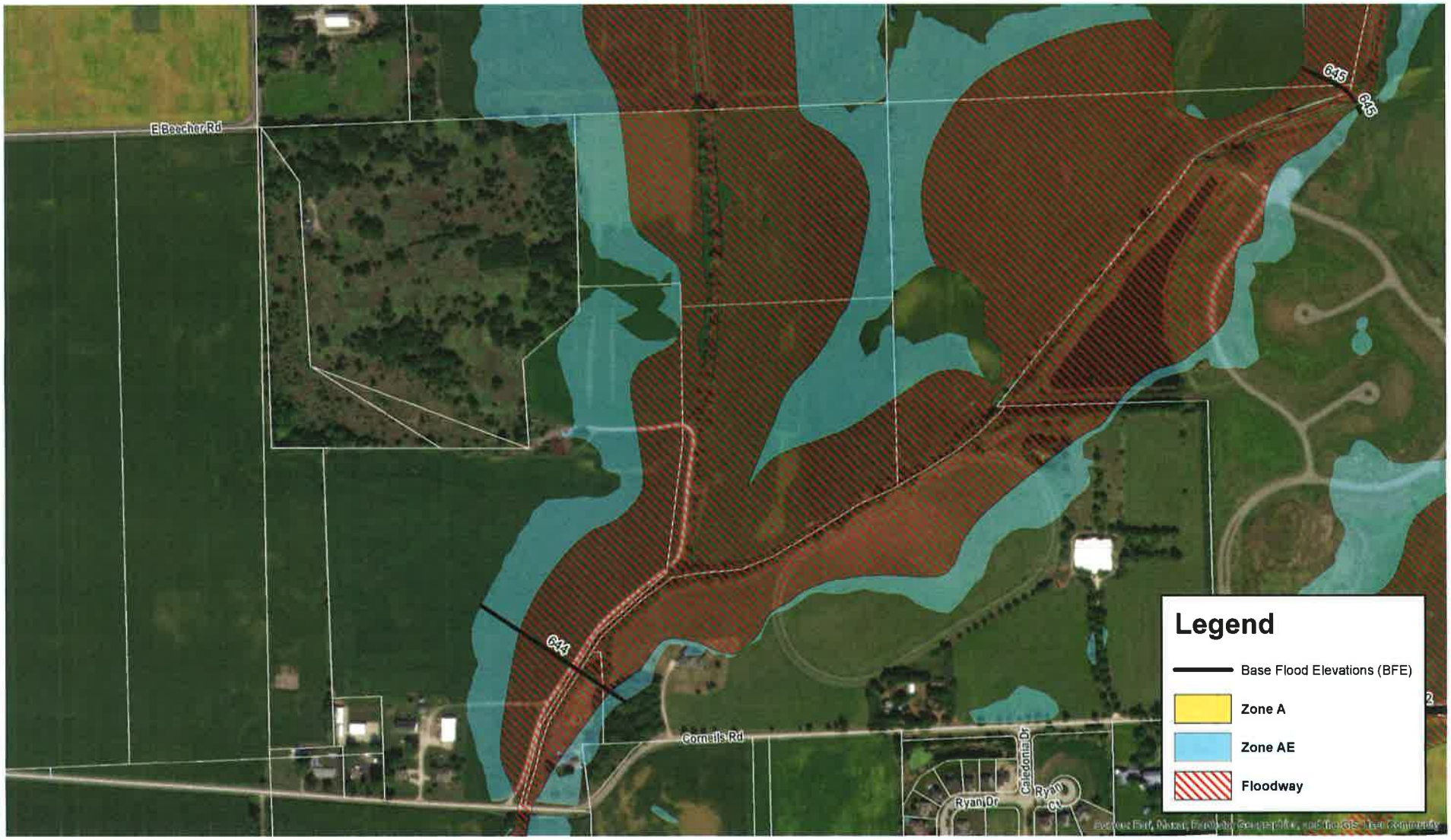
Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)
TNP, PGW2, EEI (via e-mail)



Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: SEPTEMBER 2022
PROJECT NO.: YO2302
BY: MJT
PATH:
FILE:

600 300 0 Feet

CORNEILS ROAD SOLAR
ROB ROY CREEK
FLOODPLAIN EXHIBIT

N

March 23, 2023

UNITED CITY OF YORKVILLE

GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS

(EXTERNAL USE ONLY)

- 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
- Stormwater management
  - ✓ Per Kendall County/Yorkville stormwater management ordinance
  - ✓ Apply for storm water permit, if necessary
- Provide stormwater pollution prevention (SWPP) plan
  - ✓ Apply for NOI permit, if necessary
  - ✓ Note that receipt of NPDES permit required prior to construction
- Provide typical pavement sections
- Pavement markings and signage
- Entrance detail
- Handicap ramp detail (use IDOT standard)
- Show water service and include City standard details and notes
- Show sanitary service with inspection manhole and include YBSD standard notes
- Apply for appropriate IEPA permits – water and sanitary, if necessary
- Provide easements, if necessary
- Provide landscape plan
- Provide photometric plan
- Compliance with zoning code
- Performance guarantee for public improvements
- Overall cost estimate for all site improvements – for building permit fees

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: January 5, 2024
To: Krysti Barksdale-Noble (Community Development Director)
From: James Jensen (Chief of Police)
Reference: Plan Review – Special Use Application

Project Name:	Corneils Road Solar, LLC Nexamp
Applicant Name:	Gary & Betty Bennett
Petitioner Name:	Matt Kwiatkowski (Nexamp, LLC)
Project Number:	N/A
Project Location:	10791 Corneils Road, Yorkville, IL (Parcel # 02-08-300-008)

The comments listed below are referenced to the above project:

Signage

Handicapped Signage Required: ____ Yes __X__ No

Comments: **N/A**

***Signage must meet MUTCD Standards*
***Fine amount must be listed on sign*

Speed Limit Signage Required/Recommended ____ Yes __X__ No
School Zone Special Signage ____ Yes __X__ No
Special Speed Zone Signage Requested ____ Yes __X__ No

No Parking Signage Recommended? ____ Yes __X__ No
____ No Parking After 2” Snow Fall

No Parking Locations:

- **N/A**

Dedicated Parking signage needed? ____ Yes __X__ No
____ Located by Park
____ School
____ Common Parking Area

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Are there Street Name Conflicts? ____ Yes __X__ No
Comments: **N/A**

Pedestrian/Bike Path Crossing Signage? ____ Yes __X__ No
Warning Ahead Signs are Required

NO Construction Traffic Signage being requested? __X__ Yes _____ No
Comment(s): ***Construction traffic on Corneils Road should be limited to one specific entry and exit point on Corneils Road.***

****We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.****
****All traffic control signage must conform to MUTCH Standards specific to location, size, color, and height levels****

Roadway

Street Width: _____
Should parking be allowed on BOTH sides of road? ____ Yes ____ No
Should parking be restricted to fire hydrant side? ____ Yes ____ No

Center Roadway Medians: ____ Yes ____ No
Limit Parking on Median? ____ Yes ____ No
Signage Needed? ____ Yes ____ No
Room for Emergency Veh. w/ one lane Obstructed? ____ Yes ____ No

Do you have intersection Concerns? __X__ Yes ____ No
Concerns as listed below:

- **Location of the driveway(s) into project site**
- **Driveway(s) clearly marked with signage in both directions**

Landscape

Low Growth or Ground Cover Landscaping? ____ Yes ____ No
Low Growth or Ground Cover Landscaping by windows? ____ Yes ____ No
Low Growth or Ground Cover Landscaping by Entrances ____ Yes ____ No

Comments: **N/A**

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Ingress / Egress

Entrance/Exits match up with adjacent driveways? ____ Yes __X__ No
Total Entrance/Exits for development? __1__

Are vehicle entrance/exits safe? __X__ Yes ____ No
Are warning signs for cross traffic requested? __X__ Yes ____ No

Raised Median & Signage for Right in & Right Out? ____ Yes __X__ No
Concerns: _____

Emergency Contact for after hours during construction: **Information needed**

Is this a gated or controlled access development? _____W Yes ____ No
If yes, will Police & Fire have Access? __X__ Yes ____ No
Comments: **Will police have access in case of emergency?**

Miscellaneous

Individual Mailboxes? ____ Yes __X__ No
Cluster Mailbox Kiosks? ____ Yes __X__ No
Will this cause traffic choke points? ____ Yes __X__ No

Are sidewalks being planned for the development? ____ Yes __X__ No
Are sidewalk crosswalks needed? ____ Yes __X__ No
Are there bike paths planned for this project? ____ Yes __X__ No
Proper Signage needed for bike paths ____ Yes ____ No
____ Stop Signs ____ Yield Signs ____ NO Motorized Vehicles
____ Trespassing ____ Other _____

Are there HOA Controlled Roadway OR Parking Areas? ____ Yes ____ No

Ample Parking on Site? ____ Yes ____ No

Are there other City Ordinance Concerns? ____ Yes ____ No

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

____ Noise Ordinance ____ Parking Ordinances
____ Alarm Ordinance

Security

Will security cameras be in use? ____ Yes ____ No
Comments: **Will there be security cameras used on site?**

Will the business/management provide the police department remote access to the camera system (User credentials only)? ____ Yes ____ No
Comments: **If you will have camera access on site would the police department have remote access into the system for emergency purposes only?**

What are the business Hours of Operation? **N/A**

Will the property be alarmed? ____ Yes ____ No
Comments: **Will the gate be alarmed?**

Will you provide Floor Plans/Maps to the police department ____ Yes ____ No
Comments: **N/A**

I hope you find this information helpful, and we look forward to reviewing the revisions. If you should have any questions, comments, or concerns please do not hesitate to contact me.

Chicago Tribune

Order ID: 7602185

* Agency Commission not included

GROSS PRICE * : $919.77

PACKAGE NAME: IL Govt Legal Aurora Beacon

Order ID: 7602185

* Agency Commission not included

GROSS PRICE * : **$919.77**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Product(s): SubTrib_Aurora Beacon News, Publicnotices.com

AdSize(s): 2 Column

Run Date(s): Friday, March 22, 2024

Zone: Full Run

Color Spec. B/W

Preview

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2024-05

NOTICE IS HEREBY GIVEN THAT 126612 Corneils Road Solar, LLC, petitioner, on behalf of Gary L. and Betty S. Bennett, owners, has filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification and special use authorization. The real property is generally located immediately north of Corneils Road, approximately 1,700 feet east of Beecher Road, and approximately 4,300 feet west of IL. Route 47 (N. Bridge Street) consisting of 94 acres. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to A-1 Agricultural District (contingent on approval of annexation by the City Council). The petitioner is also requesting special use permit approval in pursuant to Section 10-8-5 of the Yorkville City Code for a solar farm.

The legal description is as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19

GROSS PRICE * : **$919.77**

PACKAGE NAME: IL Govt Legal Aurora Beacon

FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DIS-

Order ID: 7602185

* Agency Commission not included

GROSS PRICE * : **$919.77**

PACKAGE NAME: IL Govt Legal Aurora Beacon

LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PINs: 02-08-300-008, 02-08-300-011, and 02-08-300-012

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said applications on **Wednesday, April 10, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, 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, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk
3/22/2024 7602185 HSPAXLP

CHICAGO TRIBUNE
media group

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7609795
Purchase Order: 7609795 Corneils Road Solar

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 3/29/2024, and the last publication of the notice was made in the newspaper dated and published on 3/29/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Mar 29, 2024.**

The Beacon-News
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

30th Day of March, 2024, by

Chicago Tribune Media Group

Jeremy Gates

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

CHICAGO TRIBUNE
media group

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT 126612 Corneils Road Solar, LLC, petitioner, on behalf of Gary L. and Betty S. Bennett, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately north of Corneils Road, approximately 1,700 feet east of Beecher Road, and approximately 4,300 feet west of IL. Route 47 (N. Bridge Street). A total of three parcels, consisting of 94 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow the construction of a solar farm on a portion of the property and permit the existing agricultural use on the remainder within City limits pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09′ 48″ EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28′ 22″ EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46′ 58″ WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52′ 50″ WEST 1,057.46 FEET; THENCE NORTH 88° 42′ 24″ EAST, 857.86 FEET; THENCE NORTH 00° 00′ 30″ WEST, 375.0 FEET; THENCE NORTH 52° 02′ 07″ EAST, 315.0 FEET, THENCE NORTH 00° 02′ 07″ EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30′ 33″ EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04′ 03″ EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25′ 57″ WEST, 694.32 FEET; THENCE SOUTH 81° 55′ 57″ WEST, 349.80 FEET; THENCE SOUTH 51° 55′ 57″ WEST 280.50 FEET; THENCE SOUTH 39° 55′ 57″ WEST, 153.78 FEET; THENCE SOUTH 86° 06′ 25″ WEST, 38.0 FEET THENCE SOUTH 33° 09′ 12″ WEST, 343.0 FEET; THENCE SOUTH 16°38′ 23″ WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20′ 25″ WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21′ 50″ EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21′ 50″ WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09′ 48″ EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02′ 55″ EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02′ 55″ WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20′ 25″ WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38′ 23″ EAST, 402.58 FEET; THENCE NORTH 33° 09′ 12″ EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27′ 20″ EAST, 559.64 FEET; THENCE NORTH 00°02′ 07″ EAST, 634.19 FEET; THENCE NORTH 89° 57′ 53″ WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02′ 07″ EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09′ 48″ EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28′ 22″ EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46′ 58″ WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52′ 50″ WEST 1,057.46 FEET; THENCE NORTH 88° 42′ 24″ EAST, 857.86 FEET; THENCE NORTH 00° 00′ 30″ WEST, 375.0 FEET; THENCE NORTH 52° 02′ 07″ EAST, 315.0 FEET, THENCE NORTH 00 ° 02′ 07″ EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30′ 33″ EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04′ 03″ EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID

SOUTHWEST 1/4; THENCE SOUTH 59° 25′ 57″ WEST, 694.32 FEET; THENCE SOUTH 81° 55′ 57″ WEST, 349.80 FEET; THENCE SOUTH 51° 55′ 57″ WEST 280.50 FEET; THENCE SOUTH 39° 55′ 57″ WEST, 153.78 FEET; THENCE SOUTH 86° 06′ 25″ WEST, 38.0 FEET; THENCE SOUTH 33° 09′ 12″ WEST, 343.0 FEET;THENCE SOUTH 16° 38′ 23″ WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20′25″ WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21′ 50″ EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21′ 50″ WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09′ 48″ EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02′ 55″ EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02′ 55″ WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20′ 25″ WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38′ 23″ EAST, 402.58 FEET; THENCE NORTH 33° 09′ 12″ EAST, 449.42 FEET; THENCE NORTH 52° 00′ 00″ EAST, 398.62 FEET; THENCE NORTH 11° 27′ 20″ EAST, 559.64 FEET; THENCE NORTH 00° 02′ 07″ EAST, 634.19 FEET; THENCE NORTH 89° 57′ 53″ WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02′ 07″ EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09′ 48″ EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26′ 22″ EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46′ 58″ WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52′ 50″ WEST 1,057.46 FEET; THENCE NORTH 88° 42′ 24″ EAST, 857.86 FEET; THENCE NORTH 00° 00′ 30″ WEST, 375.0 FEET; THENCE NORTH 52° 02′ 07″ EAST, 315.0 FEET, THENCE NORTH00 °02′ 07″ EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30′ 33″ EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04′ 03″ EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25′ 57″ WEST, 694.32 FEET; THENCE SOUTH 81° 55′ 57″ WEST, 349.80 FEET; THENCE SOUTH 51° 55′ 57″ WEST 280.50 FEET; THENCE SOUTH 39° 55′ 57″ WEST, 153.78 FEET; THENCE SOUTH 86°06′ 25″ WEST, 38.0 FEET; THENCE SOUTH 33° 09′ 12″ WEST, 343.0 FEET; THENCE SOUTH 16° 38′ 23″ WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20′ 25″ WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21′ 50″ EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21′ 50″ WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09′ 48″ EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02′ 55″ EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02′ 55″ WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20′ 25″ WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38′ 23″ EAST, 402.58 FEET; THENCE NORTH 33° 09′ 12″ EAST, 449.42 FEET; THENCE NORTH 52° 00′ 00″ EAST, 398.62 FEET; THENCE NORTH 11° 27′ 20″ EAST, 559.64 FEET; THENCE NORTH 00 ° 02′ 07″ EAST, 634.19 FEET; THENCE NORTH 89° 57′ 53″ WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02′ 07″ EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PINs: 02-08-300-008, 02-08-300-011, and 02-08-300-012

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above described tract of property for a

CHICAGO TRIBUNE
media group

hexation to the City of the above described tract of property for a solar farm on **Tuesday, April 23, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk
March 29, 2024 - 7609795 HSPAXLP

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2024-09 & EDC 2024-32

Agenda Item Summary Memo

Title: PZC 2024-09 – Kendall County Petition 24-04 (Fox Valley Family YMCA)

Meeting and Date: City Council – May 14, 2024

Synopsis: 1.5-Mile Review for a site plan for a proposed new YMCA facility.

Council Action Previously Taken:

Date of Action: PZC – 5/8/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-09 & EDC 2024-32

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 9, 2024
Subject: **PZC 2024-09 – Kendall Co. Petition 24-04 (Site Plan Approval)**
1.5 Mile Review (Fox Valley Family YMCA)

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the city the opportunity to review and provide comments to Kendall County. The petitioner, Larry Nelson, on behalf of the Fox Valley Family YMCA, Inc. (owner), is requesting site plan approval to construct a YMCA recreational facility, parking, and related infrastructure to a property at 1520 Cannonball Trail in Bristol Township. The real property and is located at the southeast corner of Cannonball Trail and Galena Road in unincorporated Kendall County.

In 2001, the City of Yorkville annexed land south of Galena Road, including the subject property, and approved a planned unit development (PUD) agreement for a mixed-use residential and commercial land plan with underlining zoning of R-1, R-3 and B-3 known as Bristol Club. The subject property was zoned B-3 Service Business District. Subsequently, when the overall Bristol Bay subdivision was approved in 2005, the residential portion of the Bristol Club property to the west of Cannonball Trail was contemplated to be absorbed in the southern portion of the larger development. After years of the subject parcels remaining undeveloped, the Fox Valley Family YMCA acquired the property in 2015 with the intent to construct a recreational facility. After engaging the City about the requirement for certain building code regulations to be applied to the proposed facility, the petitioner filed for deannexation. A settlement agreement was reached between the City and the petitioner and de-annexation was granted in September 2020 via Ord. 2020-45 (see attached).

The property is currently zoned B-4 Commercial Recreation District in Kendall County. Per Kendall County's Zoning Ordinance, all development proposed in the district must obtain site plan approval from the County Board. According to the application and site plans provided, the petitioner proposes to construct the recreational facility in two (2) phases. Phase I will consist of an approximately 59,233 square foot building with associated surface parking lot. Phase II proposes to consist of a nearly 90,000 square foot swimming pool area and daycare facility addition with parking lot expansion. The property also includes a detention area in the southeast portion and a septic field in the southwest area near Cannonball Trail.

PLANNING & ZONING COMMISSION ACTION:

In consideration of the proposed mile and one-half review of Kendall County Petition 24-04 for site plan approval for the construction of a YMCA recreational facility on an approximately 25.8-acre property consisting of two (2) parcels commonly known as 1520 Cannonball Trail, the Planning and Zoning Commission recommends to the City Council not to object to the request.

Action:

Millen – aye; Williams – aye; Hyett – aye; Forristall – aye.
4 ayes; 0 nay

Attachments

1. Planning & Zoning Commission Memo
2. Application with Attachments
3. Ord. 2020-45 Settlement Agreement for De-Annexation
4. EEI, Inc. Review Comments in a letter dated April 3, 2024
5. Yorkville Boundary Agreement Map

Packet materials from 5/8/24 PZC meeting to follow

Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 10, 2024
Subject: **PZC 2024-09 – Kendall Co. Petition 24-04 (Site Plan Approval)**
1.5 Mile Review (Fox Valley Family YMCA)

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the city the opportunity to review and provide comments to Kendall County. The petitioner, Larry Nelson, on behalf of the Fox Valley Family YMCA, Inc. (owner), is requesting site plan approval to construct a YMCA recreational facility, parking, and related infrastructure to a property at 1520 Cannonball Trail in Bristol Township. The real property and is located at the southeast corner of Cannonball Trail and Galena Road in unincorporated Kendall County.

PROPERTY BACKGROUND:

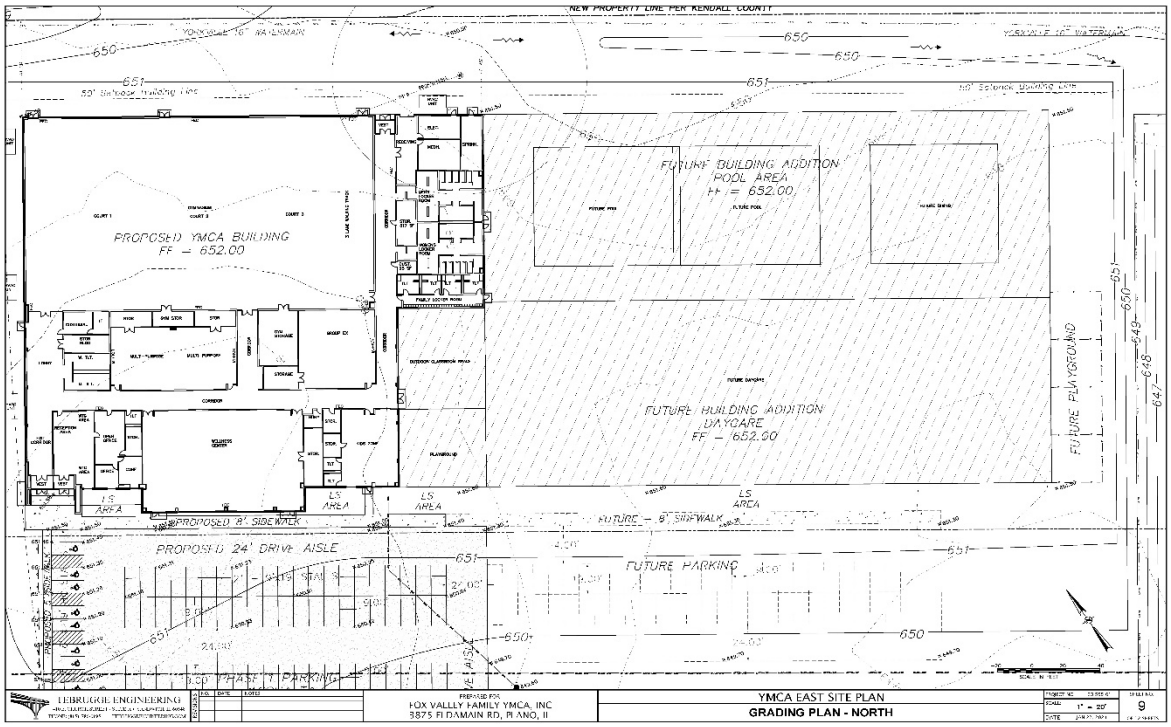
The property is located at 1520 Cannonball Trail in unincorporate Kendall County and comprised of two (2) parcels totaling ~25.8-acres. The northern parcel (PIN #02-10-300-019) is rectangular in shape and consisting of ~6.7 acres. The irregularly shaped southern parcel (PIN #02-10-300-020) is larger in area at ~19.1 acres. Currently owned by Fox Valley Family YMCA, Inc., the site is undeveloped and utilized for agricultural purposes. The property is immediately south of Yorkville's corporate boundary line with the Village of Montgomery, and immediately north of the Blackberry Hill Congregation Kingdom Hall. The nearest approved Yorkville residential development to the subject property is Bristol Bay South PUD immediately to the west and Grande Reserve subdivision approximately 1,500 feet to the east.

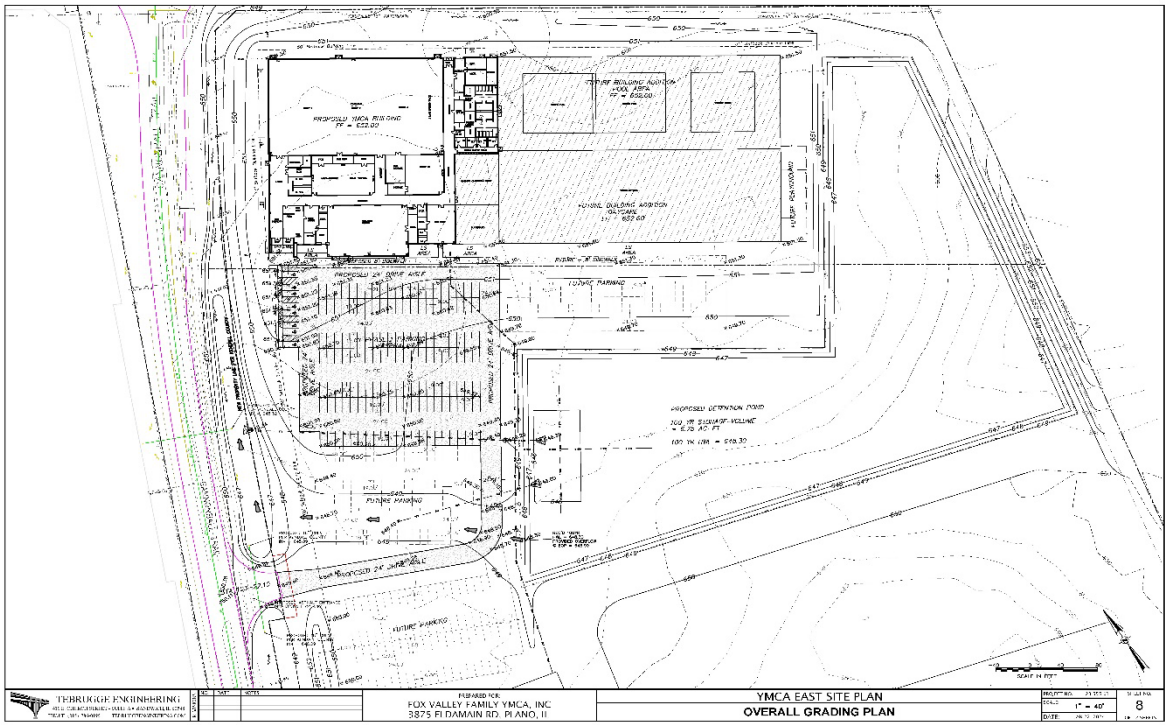


In 2001, the City of Yorkville annexed land south of Galena Road, including the subject property, and approved a planned unit development (PUD) agreement for a mixed-use residential and commercial land plan with underlining zoning of R-1, R-3 and B-3 known as Bristol Club. The subject property was zoned B-3 Service Business District. Subsequently, when the overall Bristol Bay subdivision was approved in 2005, the residential portion of the Bristol Club property to the west of Cannonball Trail was contemplated to be absorbed in the southern portion of the larger development. After years of the subject parcels remaining undeveloped, the Fox Valley Family YMCA acquired the property in 2015 with the intent to construct a recreational facility. After engaging the City about the requirement for certain building code regulations to be applied to the proposed facility, the petitioner filed for deannexation. A settlement agreement was reached between the City and the petitioner and de-annexation was granted in September 2020 via Ord. 2020-45 (see attached).

PROPOSED DEVELOPMENT:

The property is currently zoned B-4 Commercial Recreation District in Kendall County. Per Kendall County's Zoning Ordinance, all development proposed in the district must obtain site plan approval from the County Board. According to the application and site plans provided, the petitioner proposes to construct the recreational facility in two (2) phases. Phase I will consist of an approximately 59,233 square foot building with associated surface parking lot. Phase II proposes to consist of a nearly 90,000 square foot swimming pool area and daycare facility addition with parking lot expansion. The property also includes a detention area in the southeast portion and a septic field in the southwest area near Cannonball Trail, as illustrated on the plan sheets below:







Site Plan

The site plan indicates a total building area of approximately 150,000 square feet with a total of 283 surface parking stalls at full buildout (see rendering above). There is also a wetland identified on the property just north of the proposed detention pond, but the petitioner has submitted a wetland delineation study as part of the stormwater permit through Kendall County. As currently planned, a portion of the Phase II building and expanded parking area is within the wetland area. Any site plan adjustments needed to be made to accommodate the wetland will be made by the petitioner. A singular 24' wide access drive to the site is proposed off of Cannonball Trail. Kendall County may require a secondary access point as part of the Phase II development.

Utilities

As proposed, the site will utilize a septic system for sanitary waste. Additionally, the plans indicate a well connection from the northwest corner of to the building in Phase I will be served by well for potable water and fire suppression. However, the proposed location of the well is not clearly indicated on the plans. There is an existing 16" Yorkville watermain located adjacent to the subject property on the southside of Galena Road. There is also a 24" Yorkville sanitary sewer main across from the property on the north side of Galena Road.

Engineering

The consulting engineer for Kendall County, WBK Engineering, and the City's engineering consultant, EEI, have reviewed the submitted civil plans. Their comments are attached for your review. Most comments relate to stormwater management and final engineering plans, particularly site grading and extra jurisdictional regulatory permits required.

YORKVILLE COMPREHENSIVE PLAN/BOUNDARY AGREEMENT:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential (ECR) and Agricultural Zone (AZ). The ECR future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The AZ future land use designation is primarily intended for lands expected to remain for agricultural uses, both general farming and restricted forms such as pastures, gardening, kennel, riding stables, nurseries, and greenhouses.

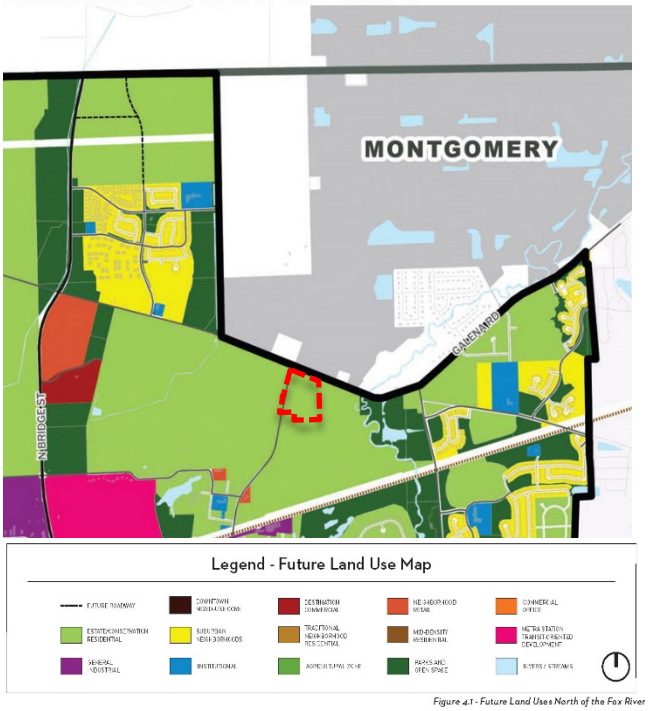


Figure 4.1 - Future Land Uses North of the Fox River

The proposed land use and B-4 zoning in Kendall County is inconsistent with Yorkville's Comprehensive Plan. If approved, the proposed recreational facility would necessitate a review and potential amendment to Yorkville's Comprehensive Plan's future land use plans for this area. An appropriate future land use designation would be Destination Commercial (DC) which is intended for a broad range of commercial activities ranging from large format retail and strip centers to hotels and recreational complexes.

Finally, based on the current boundary agreement with the Village of Montgomery, this parcel, if re-incorporated into a municipality in the future, will be annexed back into the City of Yorkville. This is also consistent with the terms of the settlement agreement.

STAFF COMMENTS

Staff is seeking input from the Planning and Zoning Commission as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to the City Council at the May 14, 2024 meeting. This item was delivered to the City on March 20, 2024.

PROPOSED MOTION

In consideration of the proposed mile and one-half review of Kendall County Petition 24-04 for site plan approval for the construction of a YMCA recreational facility on an approximately 25.8-acre property consisting of two (2) parcels commonly known as 1520 Cannonball Trail, the Planning and Zoning Commission recommends to the City Council to (object or not to object) to the request.

ATTACHMENTS

1. Application with Attachments
2. Ord. 2020-45 Settlement Agreement for De-Annexation
3. EEI, Inc. Review Comments in a letter dated April 3, 2024
4. Yorkville Boundary Agreement Map

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-04
Larry Nelson on Behalf of the Fox Valley Family YMCA, Inc.
Site Plan Approval

BACKGROUND AND INTRODUCTION

The Petitioner would like to construct one (1) fifty-nine thousand, two hundred thirty-three (59,233) square foot YMCA building on the subject property as part of Phase I of the project with related parking. Phase II consists of an eighty-nine thousand nine hundred thirty-six (89,936) square foot swimming pool and daycare addition with related parking.

Section 13:10 of the Zoning Ordinance requires site plan review for structures on properties zoned B-4.

The property was de-annexed from Yorkville and zoned B-4 by court order in 2020.

The application materials are included as Attachment 1. The site plan is included as Attachment 2. A picture of the proposed structure is included as Attachment 3.

SITE INFORMATION

PETITIONER: Larry Nelson on Behalf of Fox Valley Family YMCA, Inc.

ADDRESS: 1520 Cannonball Trail, Bristol

LOCATION: Southeast Corner of Galena Road and Cannonball Trail



TOWNSHIP: Bristol

PARCEL #s: 02-10-300-019 and 02-10-300-020

LOT SIZE: 25.8 +/- Acres

EXISTING LAND USE: Agricultural

ZONING: B-4 Commercial Recreation District

LRMP:

Future Land Use	Urbanized Community (County) Estate/Conservation Residential (Yorkville)
Roads	Cannonball Trail is a County maintained Major Collector.
Trails	Yorkville has a trail planned along Cannonball Trail.
Floodplain/ Wetlands	There is no floodplain on the property. There is a wetland on the property and the Petitioner submitted a wetland delineation report and jurisdictional determination request with their stormwater permit application.

REQUESTED ACTION: Site Plan Approval

APPLICABLE REGULATIONS: Section 13:10 – Site Plan Approval

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural/Farmstead	A-1 (County) B-1 (Montgomery)	Neighborhood Commercial (Montgomery)	N/A
South	Public/Institutional (Church)	R-2, R-3, and B-3 (Yorkville)	Estate/Conservation Residential (Yorkville)	N/A
East	Agricultural	A-1 (County)	Rural Residential (County) Estate/Conservation Residential (Yorkville)	N/A
West	Agricultural and Single-Family Residential	R-2 D and R-2 Single-Family Traditional (Yorkville)	Estate/Conservation Residential (Yorkville)	N/A

ACTION SUMMARY

BRISTOL TOWNSHIP

Petition information was sent to Bristol Township on March 20, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Protection District on March 20, 2024.

DESIGN STANDARDS

Pursuant to Section 13:10.D of the Kendall County Zoning Ordinance, the following shall be taken into account

when reviewing Site Plans (Staff comments in bold):

Responsive to Site Conditions-Site plans should be based on an analysis of the site. Such site analysis shall examine characteristics such as site context; geology and soils; topography; climate and ecology; existing vegetation, structures and road network; visual features; and current use of the site. In addition to the standards listed below, petitioners must also follow the regulations outlined in this Zoning Ordinance. To the fullest extent possible, improvements shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative effects and alteration of natural features. Fragile areas such as wetlands and flood plains should be preserved as open space. Slopes in excess of 20 percent as measured over a 10-foot interval also should remain as open space, unless appropriate engineering measures concerning slope stability, erosion and safety are taken. **There is wetland on the property located. A portion of the Phase II building and parking area are proposed inside the wetland. The Petitioner has submitted a wetland delineation study and jurisdictional determination information as part of their stormwater permit. Depending on the results of the jurisdictional determination, the site might need to be adjusted to reflect the wetland. The Petitioner proposes a detention pond south of the wetland. WBK Engineering's comments dated February 22, 2024, are included as Attachment 4.**

Traffic and Parking Layout-Site plans should minimize dangerous traffic movements and congestion, while achieving efficient traffic flow. An appropriate number of parking spaces shall be provided while maintaining County design standards. The number of curb cuts should be minimized and normally be located as far as possible from intersections. Connections shall be provided between parking areas to allow vehicles to travel among adjacent commercial or office uses. Cross-access easements or other recordable mechanisms must be employed. **The site plan shows one (1) access point from Cannonball Trail. The site plan shows one hundred fifty-five (155) parking spaces, including eight (8) handicapped accessible spaces in the first phase. An additional one hundred twenty-eight (128) parking spaces are proposed in the second phase. Section 11:04 of the Kendall County Zoning Ordinance states that the Regional Planning Commission recommends and the County Board approves the number of parking spaces for community centers. The site plan could change depending on the recommendation of the Regional Planning Commission. The Petitioner is proposing some of the parking spaces not be blacktopped, but use a CA-6 type of material.**

Conflicts between pedestrians and vehicular movements should be minimized. When truck traffic will be present upon the site, the road size and configuration shall be adequate to provide for off-street parking and loading facilities for large vehicles. Barrier curb should be employed for all perimeters of and islands in paved parking lots, as well as for all service drives, loading dock areas, and the equivalent. Parking lots in industrial or commercial areas shall be paved with hot-mix asphalt or concrete surfacing. **No conflicts are foreseen. No islands or load dock areas are proposed.**

Site Layout-Improvements shall be laid out to avoid adversely affecting ground water and aquifer recharge; minimize cut and fill; avoid unnecessary impervious cover; prevent flooding and pollution; provide adequate access to lots and sites; and mitigate adverse effects of shadow, noise, odor, traffic, drainage and utilities on neighboring properties. **The proposal should not impact, shadow, noise, odor, traffic, or utilities on neighboring properties. Drainage concerns can be addressed in the stormwater management permit. The proposed septic field is located south of the access drive and southern most future parking area.**

Consistent with the Land Resource Management Plan-The proposed use and the design of the site should be consistent with the Land Resource Management Plan. **This is true.**

Building Materials-The proposed site plan design shall provide a desirable environment for its occupants and visitors as well as its neighbors through aesthetic use of materials, textures and colors that will remain appealing and will retain a reasonably adequate level of maintenance. Buildings shall be in scale with the ultimate development planned for the area. Monotony of design shall be avoided. Variations in detail, form, and setting shall be used to provide visual interest. Variation shall be balanced by coherence of design elements. **While a rendering of the building was provided, no information was provided regarding specific building materials.**

Relationship to Surrounding Development-A site shall be developed in harmony with neighboring street pattern, setbacks and other design elements. **This is not an issue.**

Open Space and Pedestrian Circulation-Improvements shall be designed to facilitate convenient and safe pedestrian and bicycle movement within and to the property. **This is not an issue.**

Buffering-Measures shall be taken to protect adjacent properties from any undue disturbance caused by excessive noise, smoke, vapors, fumes, dusts, odors, glare or stormwater runoff. Incompatible, unsightly activities are to be screened and buffered from public view. **The Petitioner indicated that buffering (i.e. fencing) type and location had not been finalized. Section 11:02.F.8 of the Zoning Ordinance discussing the planting of hedges, installation of berms, and the planting of natural vegetation. This Section also gives the Regional Planning Commission the ability to reduce buffering requirements. The Petitioner would like to ask the Regional Planning Commission for a reduction in the buffering requirement.**

Emergency Vehicle Access-Every structure shall have sufficient access for emergency vehicles. **Staff would like comments from the Fire Protection District and Sheriff's Department on this matter.**

Mechanical Equipment Screening-All heating, ventilation and air conditioning equipment shall be screened on sides where they abut residential districts. **No information was provided regarding the location of heating, ventilation, or air conditioning equipment or the placement of mechanical screening.**

Lighting-The height and shielding of lighting fixtures shall provide proper lighting without hazard to motorists on adjacent roadways or nuisance to adjacent residents by extending onto adjacent property. Cut-off lighting should be used in most locations, with fixtures designed so that the bulb/light source is not visible from general side view. **The Petitioner did not provide any information about lighting. Section 11:02.F.12 of the Zoning Ordinance requires all parking lots with greater than thirty (30) parking spaces to be lit and supply a photometric plan. The Petitioner is not proposing freestanding signage. Their would be an illuminated sign on the building.**

Refuse Disposal and Recycling Storage Areas-All refuse disposal and recycling storage areas should be located in areas designed to provide adequate accessibility for service vehicles. Locations should be in areas where minimal exposure to public streets or residential districts will exist. Screening shall be required in areas which are adjacent to residential districts or are within public view. Such enclosures should not be located in landscape buffers. Refuse containers and compactor systems shall be placed on smooth surfaces of non-absorbent material such as concrete or machine-laid asphalt. A concrete pad shall be used for storing grease containers. Refuse disposal and recycling storage areas serving food establishments shall be located as far as possible from the building's doors and windows. The use of chain link fences with slats is prohibited. **No information was provided regarding the location of the refuse area or the type of buffering that will be used for the refuse area.**

RECOMMENDATION

Staff would like to receive comments from ZPAC about the proposal and comments from the Regional Planning Commission regarding buffering and parking before issuing a recommendation.

ATTACHMENTS

1. Application Materials
2. Site Plan
3. Rendering
4. February 22, 2024, WBK Engineering Comment Letter.

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME YMCA East FILE #:_____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)
Fox Valley Family YMCA Inc

CURRENT LANDOWNER/NAME(S)
Same

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
26	1520 Cannonball Bristol	02-10-300-19 02-10-300-020
EXISTING LAND USE	**CURRENT ZONING**	**LAND CLASSIFICATION ON LRMP**
Ag	B-4	B-4

REQUESTED ACTION (Check All That Apply):

____SPECIAL USE	___ MAP AMENDMENT (Rezone to ____)	___ VARIANCE
___ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	_X_ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (____Major; ____ Minor)		

[1]PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Larry Nelson	[redacted]	[redacted]
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	
[redacted]		
[2]ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE APPLICATION DATE.**

SIGNATURE OF APPLICANT [redacted] True **DATE** 2-19-24

FEE PAID:$_____ Paid
CHECK #:_____

[1]*Primary Contact will receive all correspondence from County*
[2]Engineering Contact will receive all correspondence from the County's Engineering Consultants

① 1500722 0AM

SPECIAL WARRANTY DEED

MAIL TO
Law Offices of Daniel J Kramer
1107 S Bridge St Ste A
Yorkville, IL 60560

NAME & ADDRESS OF TAXPAYER
Fox Valley Family YMCA, Inc
3875 Eldamain Rd
Plano, IL 60545

201600003525

DEBBIE GILLETTE
KENDALL COUNTY, IL

RECORDED: 3/16/2016 11:44 AM
WD: 49.00 RHSPS FEE: 10.00
PAGES: 4

THE INDENTURE, made this 24th day of December, 2015 between **CDBNA, LLC,** a limited liability company created and existing under and by virtue of the laws of Illinois and duly authorized to transact business in the State of Illinois, as Grantor of the first part, and Grantee, **Fox Valley Family YMCA, Inc.,** a not-for-profit corporation duly authorized to transact business in the State of Illinois, WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10 00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, SELL and CONVEY unto Grantee, and to his heirs and assigns, FOREVER, all the following described real estate, situated in the County of Kendall and State of Illinois known and described as follows, to wit

See Attached Exhibit A

Permanent Index Number 02-10-300-010

Property Address 7 89 Acres Vacant Land, Yorkville, IL 60560

Together with all and singular the hereditaments and appurtenances thereunto belonging there, or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises as described above, with the appurtenances, unto the Grantees, forever And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantees and its successors that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited, and that it WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to (a) general real estate taxes not due and payable as of the date hereof, and (b) covenants, conditions and restrictions of record, and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate

CHICAGO TITLE INSURANCE CO.
Aurora/Yorkville Office

4

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to the presents by its Manager, this 24th day of December, 2015

CDBNA, LLC

BY [redacted]
Timothy E Beasley, Manager

STATE OF ILLINOIS)
) ss
COUNTY OF DEKALB)

I, Jennifer L. Thomsen the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy E Beasley, Manager of CDBNA, LLC, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed and delivered the said instrument as his/her(their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal on December 24, 2015

[redacted]
Notary Public

"OFFICIAL SEAL"
JENNIFER L THOMSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/2019

Name and Address of Preparer
Katharine M Peterson
Attorney At Law
1985 DeKalb Ave
Sycamore, IL 60178
(815) 787-2360

This transaction is exempt under provisions of Paragraph ___ Section 4 of the Real Estate Transfer Act.
Dated this 24 day of Dec 2015
Signature [redacted]

Exhibit A

That part of the Southwest Quarter of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, in the Township of Bristol, Kendall County, Illinois, described as follows
Commencing at the Southwest corner of the North Half of the Southwest Quarter of Section 10, thence North along the West line of said Section 2327 17 feet to the centerline of Galena Road (formerly known as Blackberry and Little Rock Road), thence Southeasterly along said centerline to the Northerly extension of the East line of Cannonball Trail per Document Number 99886 for the point of beginning, thence continuing Southeasterly along said centerline, to the East line of the Southwest Quarter of said Section, thence continuing Southeasterly along said centerline, 251 46 feet, thence South parallel with the East line of said Southwest Quarter, to a line parallel with and 385 00 feet Southwesterly of, as measured at right angles to, the center line of Galena Road, thence Northwesterly along said parallel line to the Easterly line of Cannonball Trail per Document Number 99886, thence Northeasterly along said Easterly line and the Northeasterly extension thereof, to the point of beginning,
Except that part falling in the following described property That part of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows Commencing at the intersection of the West line of the lands conveyed to Jerry W Rider by Warranty Deed dated October 15,1911, recorded as Document Number 887135 with a line that is 35 feet Southerly and parallel with the centerline of Galena Road, thence South 01 degrees 14 minutes 59 seconds East 380 07 feet along said West line to the point of beginning, thence South 01 degrees 14 minutes 59 seconds East, 686 83 feet along said West line, thence South 87 degrees 52 minutes 17 seconds West, 1179 64 feet to a line that is 35 feet Easterly and parallel with the center line of Cannonball Trail, thence North 11 degrees 32 minutes 00 seconds East, 1120 36 feet along said parallel line, thence South 39 minutes 22 seconds East, 1009 05 feet to the point of beginning

STATE OF ILLINOIS)
) ss
COUNTY OF DEKALB)

AFFIDAVIT - PLAT ACT

The undersigned, the owner of the property described in the attached deed, being duly sworn on oath, states that the attached deed is not in violation of 765 Illinois Compiled Statutes Section 205/1 for one or more of the following reasons

(1) **The sale or exchange is of an entire tract of land not being a part of a larger tract of land**

2 The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access

3 The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access

4 The sale or exchange of parcels of land is between owners of adjoining and contiguous land

5 The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access

6 The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access

7 The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use

8 The conveyance is made to correct descriptions in prior conveyances

9 The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access

10 The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of DeKalb County, State of Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO before me
this 24th day of December, 2015

[redacted]
Notary Public

[redacted]
Timothy E Beasley, Manager, CDBNA, LLC

"OFFICIAL SEAL"
JENNIFER L THOMSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/2019

1 all
NO7113489
20143522 3 deleted

SPECIAL CORPORATE WARRANTY DEED

201400014303

DEBBIE GILLETTE
KENDALL COUNTY, IL

RECORDED: 10/15/2014 2:54 PM
WD: 58.00 RHSPS FEE: 10.00
PAGES: 5

THE GRANTOR, STANDARD REDEVELOPMENT, INC, an Illinois corporation, for and in consideration of TEN and 00/100THS DOLLARS ($10 00), and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, FOX VALLEY FAMILY YMCA, INC, an Illinois Not-for-Profit Corporation, the following described Real Estate situated in the County of Kendall, State of Illinois, to wit

FOR RECORDER'S USE ONLY

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Permanent Real Estate Index No 02-10-300-014
Address of Real Estate Vacant land on East Side of Cannonball Trail, South of Galena Road, United City of Yorkville, Illinois

Subject to General taxes for the year 2013 and subsequent years, special taxes or assessments for improvements not yet completed, building lines and building and liquor restrictions of record, zoning and building ordinances, roads and highways, if any, private, public and utility easements of record, rights of way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any, party wall rights and agreements, if any, covenants, conditions and restrictions of record (none of which provide for reverter)

Dated August 29, 2014

GRANTOR: STANDARD REDEVELOPMENT, INC

By [redacted]

Its Vice President

CHICAGO TITLE INSURANCE CO
Aurora/Yorkville Office

5

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that DANIEL C NOAK, personally known to me to be the SVP of STANDARD REDEVELOPMENT, INC, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her and its free and voluntary act for the uses and purposes therein set forth

Given under my hand and official seal on this 27th day of August, 2014

OFFICIAL SEAL
Notary Public
State of Illinois
MARY B SHOMODY
Commission #724341
Commission Expiration Date: NOV 24, 2017

[redacted]
Notary Public

PREPARED BY:

Bruce E Garner, Esq
SCHIROTT, LUETKEHANS & GARNER, LLC
105 E Irving Park Road
Itasca, IL 60143
630-773-8500

[redacted]

SEND SUBSEQUENT TAX BILLS TO.

Fox Valley Family YMCA, Inc
3875 Eldamain Road
Plano, IL 60545

Exempt under provisions of Paregrah B
Section 31-45, [redacted] Code.
8/29/14
Date Buyer, Seller, or Representative

MAIL TO

Kelly A Helland, Esq
Law Offices of Daniel J Kramer
1107A South Bridge Street
Yorkville, IL 60650

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 10, THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 2661 12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 117 50 FEET TO THE CENTER LINE OF GALENA ROAD AS MONUMENTED, THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID CENTER LINE 254 02 FEET TO A POINT ON A MONUMENTED LINE THAT IS 234 10 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID PARALLEL LINE, 417 75 FEET TO POINT ON A LINE THAT IS 385 00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID MONUMENTED PARALLEL LINE 686 72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 705 38 FEET, THENCE NORTH 0 DEGREES 56 MINUTES 08 SECONDS WEST, 245 00 FEET, THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST, 414 71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886, THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 699 84 FEET, THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 442 50 FEET, WHICH CHORD BEARS NORTH 20 DEGREES 11 MINUTES 27 SECONDS EAST, AN ARC LENGTH OF 115 73 FEET, THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY PER VACATION DOCUMENT DATED MAY 14, 2001, 51 75 FEET TO A POINT ON A LINE THAT IS 385 00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF SAID GALENA ROAD, THENCE SOUTH 67 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE 290 55 FEET TO A BEND POINT IN SAID PARALLEL LINE, THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, 703 39 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

PIN 02-10-300-014

PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS)
COUNTY OF Cook)

Standard Redevelopment, Inc, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 7800 W 95th St , Hickory Hills, IL 60457
Affiant states that the attached deed is *not* a violation of 765 ILCS 205/1 for reason given below

☐ A The sale or exchange is of **an entire tract of land** not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s),

☑ B *One* of the following exemptions from 765 ILCS 205/1 (b) applies
- ☑ 1 The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involved any new streets or easements of access
- ☐ 2 The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access
- ☐ 3 The sale or exchange of parcels of land is between owners of adjoining and contiguous land
- ☐ 4 The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access
- ☐ 5 The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access
- ☐ 6 The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use
- ☐ 7 The conveyance is made to correct descriptions in prior conveyances
- ☐ 8 The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcels or tract of land existing on July 17, 1959 and not involving any new streets or easements of access
- ☐ 9 The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land (page 2)
- ☐ 10 The preparation of a plat for wind energy devices under Sec 10-620 of the Property Tax Code
- ☐ 11 Other _____

☐ C The division does not meet any of the above criteria and must have county approval (page 2)
Legal description prepared by _____

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, State of Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO before me Debra Anderson
this 29th day of August, 2014

[redacted]
Signature of Notary Public

[redacted]
Signature of Affiant

OFFICIAL SEAL
DEBRA A ANDERSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/27/18

For exemptions requiring approval

☐ Plat officer approval is required and attached

☑ Plat officer approval is not required because parcel is located wholly within municipal limits of United City of Yorkville, IL, which does not require plat office review

☐ Agricultural exemption certificate attached

[redacted]

Signature of Affiant

For municipal approval

If the property is located within a municipality (or 1 5 miles of it), local ordinances may apply
If exception 9 is used, it is required that this land division be reviewed and approved by the participating municipality Each municipality has five (5) business days to review deed(s) and return If the five-day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality

Date submitted to municipality(s) _____ ☐ Municipality jurisdiction ☐ County jurisdiction

Municipality (s) with jurisdiction _____

_____	_____	_____
Planning official's signature	Printed name	Date
_____	_____	_____
Planning official's signature	Printed name	Date

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant Fox Valley Family YMCA Inc
   Address 3875 Eldamain Rd
   City Plano IL State ____ Zip 60545

2. Nature of Benefit Sought _____

3. Nature of Applicant: (Please check one)
   ___ Natural Person
   _X_ Corporation
   ___ Land Trust/Trustee
   ___ Trust/Trustee
   ___ Partnership
   ___ Joint Venture

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
   N/A

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
See #1		100% owner

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
   Larry Nelson Tres

VERIFICATION

I, Larry Nelson Tres, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 19 day of Feb, A.D. 2024

(seal)

_____
Notary Public

Illinois Department of
Natural Resources

JB Pritzker, Governor

One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

Natalie Phelps Finnie, Director

October 20, 2023

Stephanie Wayne
Fox Valley Family YMCA
3875 Eldamain Rd
Plano, IL 60545

RE: YMCA East Site Plan
Project Number(s): 2405949
County: Kendall

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

[redacted]

Adam Rawe
Division of Ecosystems and Environment
217-785-5500

ENGINEERING PLANS
FOR
YMCA EAST SITE PLAN

SECTION 10, TOWNSHIP 37 NORTH , RANGE 7 EAST
1520 N CANNONBALL TRAIL
BRISTOL, IL 60512
KENDALL COUNTY
P.I.N. 02-10-300-019 & 02-10-300-020
JANUARY, 2024

LEGEND

	PROPERTY BOUNDARY
600	EXISTING CONTOUR LINE
STM	EXISTING STORM SEWER
SAN	EXISTING SANITARY SEWER LINE
W	EXISTING WATERMAIN
UE	EXISTING UNDERGROUND ELECTRIC
OHE	EXISTING OVERHEAD ELECTRIC
GAS	EXISTING GAS SERVICE
T	EXISTING TELEPHONE
673	PROPOSED CONTOUR LINE
W	PROPOSED WATERMAIN
STM	PROPOSED STORM SEWER
SAN	PROPOSED SANITARY SEWER LINE
GREASE	PROPOSED GREASE SERVICE LINE
VENT	PROPOSED VENT LINE
F	EXISTING FENCELINE
SF	PROPOSED SILT FENCE
x 686.00	EXISTING SPOT SHOT
x 686.00	PROPOSED SPOT GRADE

	EXIST	PROP	
WATER:			B–BOX
			HYDRANT
			VALVE
			VALVE VAULT
STORM:			INLET–CURB
			INLET OR MANHOLE
			FLARED END SECTION
SANITARY:			CLEANOUT
			MANHOLE
PAVEMENT:			GRAVEL
			ASPHALT
X			CONCRETE

R.O.W. MONUMENT	UTILITY POLE
PROPERTY PIN	GUY WIRE LOC.
P.K. NAIL	UTIL CABINET
CHISELED MARK	UTIL PEDESTAL
BENCHMARK	LIGHT POLE
HUB & TACK	TRAFFIC SIGNAL
SOIL BORING	ELECTRIC VAULT
OVERLAND RELIEF	GAS VALVE
FLOW DIRECTION	

811
Know what's **below.**
Call before you dig.

Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

TOPOGRAPHY STATEMENT

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY TEBRUGGE ENGINEERING.
CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

TOPOGRAPHY SURVEY COMPLETED BY:

HRGREEN, INC.

2363 SEQUOIA DRIVE - SUITE 101; AURORA, IL 60506PHONE: 630-553-7560 EMAIL: DSCHULTZ@HRGREEN.COM

REVISIONS	NO.	DATE	NOTES

INDEX TO SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS & DEMOLITION PLAN
3. STORMWATER POLLUTION & PREVENTION PLAN 1
4. STORMWATER POLLUTION & PREVENTION PLAN 2
5. CIVIL SITE PLAN - OVERALL
6. CIVIL SITE PLAN - NORTH
7. CIVIL SITE PLAN - SOUTH
8. GRADING PLAN - OVERALL
9. GRADING PLAN - NORTH
10. GRADING PLAN - SOUTH
11. GENERAL NOTES & DETAILS
12. GENERAL NOTES & DETAILS II

PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND & SEAL THIS 24TH DAY OF JANUARY, 2024.

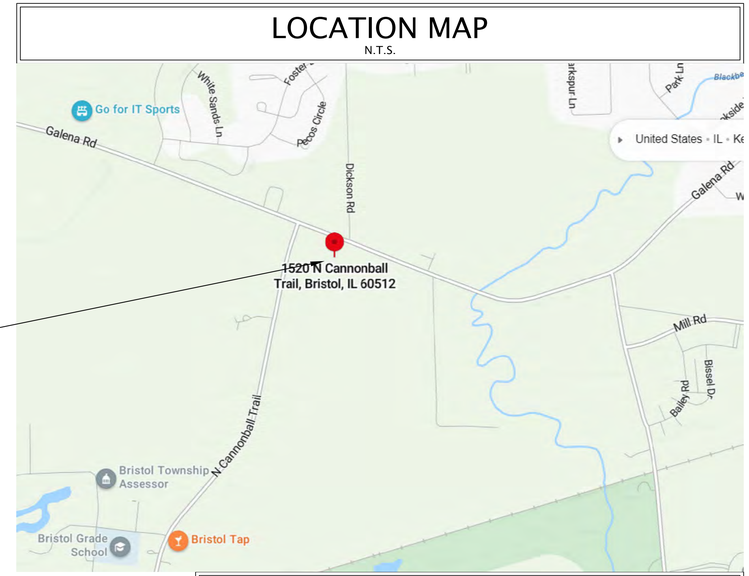
JOHN J. TEBRUGGE — REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

[redacted]
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. [redacted] EXPIRES NOV. 30, 2025

COPYRIGHT © 2024 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

PROJECT LOCATION

LOCATION MAP
N.T.S.



N

BENCHMARKS:

SOURCE BENCHMARK:
UNITED CITY OF YORKVILLE SURVEY CONTROL MONUMENT 1 - BERNTSEN MONUMENT CONSISTING OF A 3/4" DIAMETER ALUMINUM ROD WITH A 2-1/2" DOMED ALUMINUM CAP STAMPED "UNITED CITY OF YORKVILLE" AND ENCASED IN A PVC PIPE WITH AN ACCESS COVER STAMPED "UNITED CITY OF YORKVILLE", LOCATED NEAR THE FIRE STATION IN THE NORTHEAST CORNER OF THE INTERSECTION OF GALENA ROAD AND ROSENWINKEL STREET, 21.7 FT EAST OF A CORNER OF A CURB, 16.0 FT EAST OF A LIGHT POLE, AND 72.0 FT SOUTHWEST OF A CORNER OF A CURB.
ELEVATION: 661.32 (NAVD 88)

SITE BENCHMARK 1:
NORTHWESTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT NEAR THE NORTHEASTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 900 FT EAST OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, 49.0 FT SOUTH OF THE EDGE OF PAVEMENT OF GALENA ROAD, AND 11 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 652.38 (NAVD 88)

SITE BENCHMARK 2:
NORTHEASTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, NEAR THE NORTHWESTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 60.0 FT WEST OF THE EDGE OF PAVEMENT OF CANNONBALL TRAIL AND 17.5 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 655.32 (NAVD 88)

PLANS PREPARED FOR:

FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545
PHONE: (630) 552-4100
EMAIL: SWAYNE@FOXVALLEYYMCA.ORG

CIVIL ENGINEER:

TEBRUGGE ENGINEERING
410 E CHURCH ST - SUITE A
SANDWICH, ILLINOIS 60548
(815) 786-0195

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM



NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

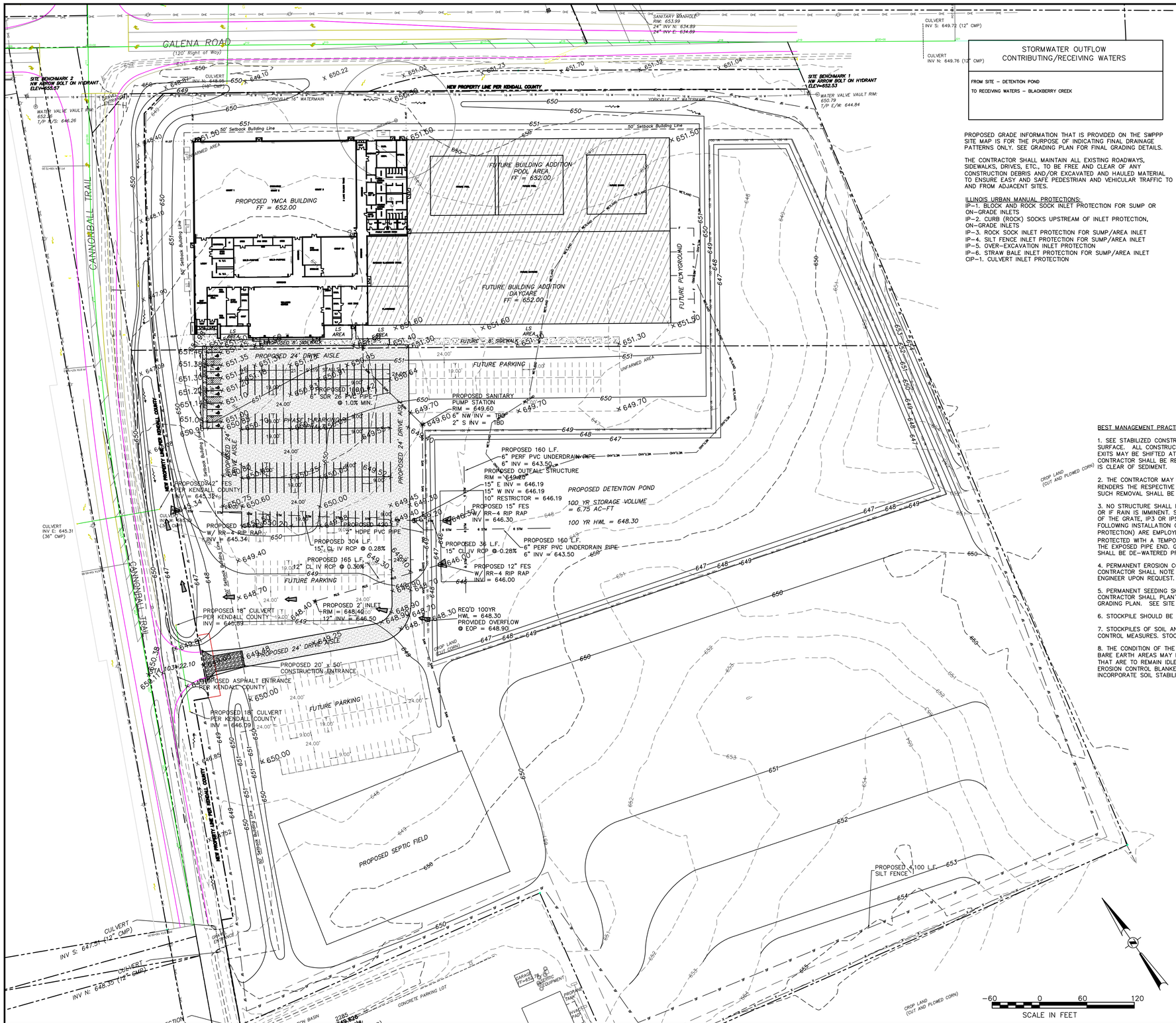
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 2 OF 12 SHEETS



STORMWATER OUTFLOW CONTRIBUTING/RECEIVING WATERS
FROM SITE – DETENTION POND
TO RECEIVING WATERS – BLACKBERRY CREEK

PROPOSED GRADE INFORMATION THAT IS PROVIDED ON THE SWPPP SITE MAP IS FOR THE PURPOSE OF INDICATING FINAL DRAINAGE PATTERNS ONLY. SEE GRADING PLAN FOR FINAL GRADING DETAILS.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING ROADWAYS, SIDEWALKS, DRIVES, ETC., TO BE FREE AND CLEAR OF ANY CONSTRUCTION DEBRIS AND/OR EXCAVATED AND HAULED MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM ADJACENT SITES.

ILLINOIS URBAN MANUAL PROTECTIONS:
IP–1. BLOCK AND ROCK SOCK INLET PROTECTION FOR SUMP OR ON–GRADE INLETS
IP–2. CURB (ROCK) SOCKS UPSTREAM OF INLET PROTECTION, ON–GRADE INLETS
IP–3. ROCK SOCK INLET PROTECTION FOR SUMP/AREA INLET
IP–4. SILT FENCE INLET PROTECTION FOR SUMP/AREA INLET
IP–5. OVER–EXCAVATION INLET PROTECTION
IP–6. STRAW BALE INLET PROTECTION FOR SUMP/AREA INLET
CIP–1. CULVERT INLET PROTECTION

TYPICAL SOIL PROTECTION CHART

Stabalization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A	A	A	A*	A*	A	A			
Dormant Seeding	B	B	B								B	B
Temporary Seeding			C	C	C	C*	D*	D	D			
Sodding			E**	E**	E**	E**	E**	E**	E**			
Mulching	F	F	F	F	F	F	F	F	F	F	F	F

A – Kentucky Bluegrass – 90 lbs/acre mixed with perennial ryegrass – 30 lbs/acre
B – Kentucky Bluegrass – 135 lbs/acre mixed with perennial ryegrass – 45 lbs/acre
C – Spring Oats – 100 lbs/acre
D – Wheat or Cereal Rye – 150 lbs/acre
E – Sod
F – Straw Mulch – 2 tons/acre
* Watering needed in June and July
** Water for 2–3 weeks after sodding

SOIL EROSION / SEDIMENT CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																			
TEMPORARY CONTROL MEASURES																			
SEDIMENT CONTROL BASINS																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE																			
STORM FACILITIES																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FOUNDATION / BUILDING CONSTRUCTION																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			

1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.

2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

1. SEE STABILIZED CONSTRUCTION ENTRANCE DETAIL. THE CONSTRUCTION EXIT SHALL BE A MINIMUM OF 14' IN WIDTH AND 50' IN LENGTH FROM EXISTING PAVED SURFACE. ALL CONSTRUCTION TRAFFIC MUST UTILIZE CONSTRUCTION EXIT PER DETAIL TO ACCESS THE PUBLIC ROAD. DURING CONSTRUCTION, THE CONSTRUCTION EXITS MAY BE SHIFTED AT THE CONTRACTOR'S DISCRETION TO FACILITATE GRADING OPERATION. EXIT MUST TERMINATE AT EXISTING PAVED SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE RUNOFF FROM THE CONSTRUCTION EXIT IS DIRECTED BACK TOWARD THE SITE OR THAT THE RUNOFF IS CLEAR OF SEDIMENT.

2. THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION RENDERS THE RESPECTIVE PORTION OF THE PERIMETER SILT FENCE UP STREAM OF A DISTURBANCE AND/OR INEFFECTIVE AS A BEST MANAGEMENT PRACTICE. ANY SUCH REMOVAL SHALL BE NOTED ON THE SWPPP SITE MAPS ALONG WITH UPSTREAM STABILIZATION AND GRADING CONDITIONS.

3. NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES THAT WILL NOT RECEIVE A CASTING WITHIN 48 HOURS OF INSTALLATION SHALL RECEIVE IP6 PROTECTION. UPON INSTALLATION OF THE GRATE, IP3 OR IP5 PROTECTION SHALL BE INSTALLED RESPECTIVE TO THE TYPE OF GRATE. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF THE LID. THE CONTRACTOR SHALL NOTE THE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A 2' SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DE–WATERED PRIOR TO REMOVING THE BULKHEAD.

4. PERMANENT EROSION CONTROL FABRIC SHALL BE APPLIED TO ALL SLOPES 4:1 OR GREATER. FOLLOW MANUFACTURER SPECIFICATIONS FOR INSTALLATION. THE CONTRACTOR SHALL NOTE ALL AREAS WHERE FABRIC HAS BEEN INSTALLED RELATIVE TO AS–BUILT GRADES AND FURNISH THESE BOUNDARIES TO THE CIVIL ENGINEER UPON REQUEST.

5. PERMANENT SEEDING SHOULD BE PLANTED AS SOON AS IT IS PRACTICAL TO ENSURE PROPER GERMINATION PRIOR TO TERMINATION OF PERMIT COVERAGE. THE CONTRACTOR SHALL PLANT PERMANENT SEEDING AS SPECIFIED ON THE LANDSCAPING PLAN AS SOON AS FINAL GRADES ARE ESTABLISHED AS SPECIFIED ON THE GRADING PLAN. SEE SITE LANDSCAPING PLAN FOR EXACT GROUND COVER TYPE AND LOCATION.

6. STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.

7. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES. STOCK PILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

8. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WNTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

GENERAL CONTRACTOR / OWNER SHALL COORDINATE WHICH CONTRACTORS WILL BE PROVIDING SWPPP SERVICES AND HAVE THEM SIGN THE CONTRACTOR'S CERTIFICATION

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORM WATER POLLUTION PREVENTION PLAN SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICES AT THE SITE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THE CERTIFICATION.

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)
FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545

PHONE (630) 552–4100

LANDOWNER: FOX VALLEY FAMILY YMCA, INC.

TOTAL SITE AREA	25.88 AC±
TOTAL DISTURBED AREA	22.00 AC±
PROPOSED IMPERVIOUS AREA	6.70 AC±
LANDSCAPED AREA	19.18 AC±
PROPOSED CN	73

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 3 OF 12 SHEETS

1. GENERAL NOTES & DESCRIPTIONS

The Storm Water Pollution Prevention Plan (SWPPP) includes, but is not limited to the Erosion and Demolition Plan included in the Engineering Plans with the Detail Sheet, the Notice of Intent, Permit Authorization, General Permit, Notice of Termination. All records of inspection and activities which are created during the course of the project, and other documents as may be included by reference to this SWPPP. Changes, modifications, revisions, additions, or deletions shall become part of this SWPPP as they occur.

- All Contractors and sub-contractors that are responsible for implementing and measure of the SWPPP must be identified and must certify this SWPPP by signing the SWPPP certification in accordance with Part VI.G (Signatory Requirements) of the ILR10 Permit.

All signed certifications must be kept with the SWPPP documents and be available for inspection.

The Contractor and all sub-contractors involved with construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan must comply with the following requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit, the NPDES Permit No. ILR10 for the State of Illinois and any local governing agency having jurisdiction concerning erosion and sediment control.

A. GENERAL PERMIT INFORMATION
All construction sites that will result in the disturbance of one acre or more must be permitted under the Illinois General NPDES Permit. The Notice of Intent (NOI) has been submitted at the address below. The NOI is for the onsite and offsite improvements . The NPDES Permit will be issued 30 days after the postmark date of the submittal of the NOI and initial yearly fee.

Permit Information: The Owner has mailed the Owner-signed NOI form and the initial yearly fee of $500 to the address listed below. The Contractor will be responsible for submitting each subsequent $500 yearly fee, if applicable. A copy of the signed NOI form will be supplied to the Contractor.

Unless notified by the Illinois Environmental Protection Agency (IEPA) to the contrary, construction activities may begin in accordance with this SWPPP and the ILR10 in 30 days following the post mark date of the NOI.

Transfer Information: If a portion of the property is sold, that new Owner may obtain their own general permit by submitting a separate NOI. The original NOI may then be modified by re-submitting the NOI with update acreage and checking the box "change of information". Also include documentation explaining that a lot has been sold, the acreage difference and the date of sale. There is no fee involved with modifying the NOI.

There are no requirements for a pre-construction meeting from any of the reviewing agencies.

Agency Information:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
Phone: (217) 782-0610

Kendall County
Planning, Building & Zoning
111 West Fox Street
Yorkville, Illinois 60560
Phone: (630) 553-4141

B. PUBLIC POSTING
The following documents will be supplied to the contractor and must be posted on the Entrance Sign in a prominent place for public viewing until termination of permit coverage has been obtained by filing the Notice of Termination (NOT).

1. Notice of Intent signed in accordance with ILR10.
2. Permit Authorization from the Illinois Environmental Agency (IEPA).
3. Construction Site Notice.

The location of the SWPPP must be clearly visible.

C. RETENTION OF RECORDS
A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during the duration of the project (until NOT is filed) and kept in the permanent project records of the Contractor for at least three years following submittal of the Notice of Termination (NOT).

D. CONTRACTOR/SUB-CONTRACTOR LIST
The Contractor must provide names and addresses of all sub-contractors working on this project who will be involved with the major construction activities that disturb site soil. This information must be kept with the SWPPP.

E. CONTRACTOR/SUB-CONTRACTOR CERTIFICATION FORM
The Contractor and all sub-contractors involved with ground disturbing or installation and maintenance of any Best Management Practice (BMP) on site must sign a copy of the Contractor Certification that will be supplied to the Contractor. This information must be kept with the SWPPP.

F. INSPECTIONS
At least once every seven calendar days and with 24 hours of a 0.5 in rainfall event, inspections by documented Contractor Compliance Officer must be made to determine the effectiveness of the SWPPP. If state or local agencies have a required inspection form, the both forms must be completed. The SWPPP, including the best management practices implemented on the jobsite, shall be modified as needed to reduce or prevent pollutants from discharging from the site.

An example BMP Inspection Form will be supplied to the Contractor.

A delegation of authority letter authorizing the Contractor Compliance Officer to sign the inspection forms will also be supplied to the Contractor.

The Inspector must be a person familiar with the site, the nature of major construction activities, and qualified to evaluate both overall system performance and individual component performance. The inspector must either be someone empowered to implement changes to this SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

See Section VII on this sheet for further reporting requirements.

G. SWPPP UPDATES & AMENDMENTS
This SWPPP must be updated each time there are significant modifications to the pollution prevention system or a change of Contractors working on the project that disturb site soils. The SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized on the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addends, sketches, new sections, and/or revised drawings. The site map showing the locations of all storm water controls must be posted on the site and updated to reflect the progress of construction and changes to the SWPPP. Any control measure that has a hydrologic design component must be updated or amended by the Engineer. Substitution of sediment control BMPs beyond those specified in the SWPPP is considered a hydrologic design component.

H. DISCHARGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES
Discharge of Petroleum products or other hazardous substances into storm water or the storm water (storm sewer) system is subject to reporting and clean up requirements. See section V.B.8 of this SWPPP for State and local information on reporting spills. Refer to the General Permit for additional information.

I. NOTICE OF TERMINATION
Once the site reaches final stabilization as defined in the General Permit, with all permanent erosion and sedimentation controls installed and all temporary erosion and sedimentation controls removed, the Contractor and Owner's representative must complete a final inspection. Upon approval by the Owner's representative, the Owner and Contractor, as applicable, must complete and submit a NOT.

J. CONTRACTORS RESPONSIBILITY
This SWPPP intends to control water-bourne and liquid pollutant discharges by some combination of interception, sedimentation, filtration, and containment. The Contractor and sub-contractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals. The Contractor is ultimately responsible for all site conditions and permit compliance.

K. LOG OF CONSTRUCTION ACTIVITY
A record of dates when major ground-disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated or completed must be maintained until the NOT is filed. A log for keeping such records is included. Controls must be in place down gradient of any ground-disturbing activities prior to the commencement of construction and noted on the Site Map and Record of Stabilization and Construction Activity Dates.

2. INTRODUCTION

This SWPPP includes the elements necessary to comply with the natural baseline general permit for construction activities administered by the US Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) program, the NPDES Permit No. ILR10 for the State of Illinois, and all Local governing agency requirements. This SWPPP must be implemented at the start of construction.

Construction phase pollutant sources anticipated at the site are disturbed (bare) soil, vehicle fuels and lubricants, chemicals associated with building construction, and building materials. Without adequate control there is a potential for each type of pollutant to be transported by storm water.
Project construction will consist primarily of site grading, utility service connections, and site paving to facilitate construction.

A. PURPOSE
A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters. The purpose of this SWPPP is to provide guidelines for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.

B. SCOPE
This SWPPP must be implemented before construction begins on the site. It primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. The SWPPP will terminate when disturbed areas are stabilized, permanent erosion and sedimentation controls are installed, temporary erosion and sedimentation controls are removed, construction activities covered herein have ceased, and a completed Notice of Termination (NOT) is transmitted to the governing agency.

3. PROJECT DESCRIPTION

Described below are the major construction activities that are subject of this SWPPP. Also included in the sequence are BMP installation activities that must take place prior to construction activities. NOTE: Down slope protective measures must always be in place before soil is disturbed. Activities are presented in the order (sequence) they are expected to be completed.

All activities and time frames (beginning and ending dates) shall be noted on the Site Map. The sequence of construction is as follows:

Upon implementation and installation of the following areas: trailers, parking, lay down, porta-poty, wheel wash, concrete washout, mason's area, fuel and material storage containers, solid waste containers, etc., immediately denote them on the Site Maps and note any changes in location as they occur throughout the construction process.

Typical Stage of Construction, items shall be added or deleted as needed for each individual project.

Phase I
1. Install stabilized construction entrance and SWPPP Entrance Sign.
2. Install silt fence(s) on the site (clear only those areas necessary to install silt fence).
3. Install inlet protection on existing inlets.
4. Prepare temporary parking and storage area.
5. Install and stabilize hydraulic control structures (dikes, swales, check dams, etc.).
6. Begin grading the site.
7. Start construction of building pad and structures.

Phase II
7. Temporarily seed, throughout construction, denuded areas that will be inactive for 14 days or more.
8. Install utilities, underdrains, storm sewers, curbs and gutters.
9. Install inlet protection at all storm sewer structures as each inlet structure is installed.
10. Permanently stabilize areas to be vegetated as they are brought to final grade.
11. Prepare site for paving.
12. Pave site.
13. Install appropriate inlet protection devises for paved areas as work progresses.
14. Complete grading and installation or permanent stabilization over all areas including outlots.
15. Call Engineer after the site appears to be fully stabilized for inspection.
16. Remove all temporary erosion and sediment control devices after approval of the Engineer and stabilize any areas disturbed by the removal of the BMP.

NOTE: The Contractor may complete construction-related activities concurrently only if all preceding BMPs have been completely installed.

The actual schedule for implementing pollutant control measures will be determined by project construction progress and recorded by the Contractor on the Soil Erosion/Sediment Control Operation Time Schedule on the Erosion and Sediment Control Plans. Down slope protective measures must always be in place before soil is disturbed.

4. SITE DESCRIPTION

1. Site description
Site construction activities consist of general grading of site, construct detention pond, building and parking lot with finish grading and landscaping.

2. Total area of site = 25.88 acres
Total disturbed area on site = 22.00 acres

3. Estimated site runoff coefficient after construction activities are complete: CN=73.

4. Site map included indicating existing & proposed slopes across site is included in SWPPP.

5. Site drainage is received by Blackberry Creek located south of the development.

5. STORM WATER POLLUTION PREVENTION MEASURES AND CONTROLS

A variety of storm water pollutant controls are recommended for this project. Some controls are intended for function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers and permanent storm retention ponds (which can also function as permanent sediment basins). Permanent stabilization will be accomplished in all disturbed areas by covering the soil with pavement, building foundation, vegetation, or other forms of soil stabilization.

A. EROSION AND SEDIMENT CONTROLS

1. Soil Stabilization
The purpose of soil stabilization is to prevent soil from eroding and leaving the site. In the natural condition, soil is stabilized by native vegetation. The primary technique to be used at this project for stabilizing site soils will be to provide a protective cover of grass, pavement, or building structure.

a) Temporary Seeding or Stabilization – All denuded areas that will be inactive for 14 days or more, must be stabilized temporarily with the use of fast-germinating annual grass/grain varieties, straw/hay mulch, wood cellulose fibers, tackifiers, netting or blankets.

b) Permanent Seeding or Sodding – All areas at final grade must be seeded or sodded within 14 days after completion of work in any area. The entire site must have permanent vegetative cover established in all areas not covered by hardscape upon completion of all soil disturbing activities on site. Except for small level spots, seeded areas should generally be protected with mulch or a rolled erosion control product. All areas to be sealed will have topsoil and other soil amendments as specified on the Landscape Plan.

2. Structural Controls

a) Silt Fence – Silt fence is a synthetic permeable woven or non-woven geotextile fabric incorporating metal support stakes at intervals sufficient to support the fence (5-feet maximum distance between posts), water, and sediment retained by the fence. The fence is designed to retain sediment-laden storm water and allow settlement of suspended soils before the storm water flows through the fabric and discharges off-site. Silt fence shall be located on the contour to capture overland, low-velocity sheet flows. The Contractor may utilize triangular silt dike and/or non-wire backed silt fence as intermediate BMPs. Install silt fence at a fairly level grade along the contour with the ends curved uphill to provide sufficient upstream storage volume for the anticipated runoff. Drainage areas shall not exceed ½ acre per 100 feet of silt fence for slopes less than 2 percent.

b) Construction Exit – All access points from the pubic street into the construction site shall include a construction exit composed of course stone to the dimensions shown on the Existing Conditions and Demolition Plan. The rough texture of the stone helps to remove clumps of soil adhering to the construction vehicles tires through the action of vibration and jarring over the rough surface and the friction of the stone matrix against soils attached to vehicle tires.

In addition to the stone at the construction exit, it may be necessary to install devices such as pipes (cattle guard) to increase the vibration and jarring. It may also be necessary to install a wheel wash system. If this is done, a sediment trap control must be installed to treat the wash water before it discharges from the site.

All site access must be confined to the Construction Exit(s). Barricade, sufficient to prevent use, any locations other than Construction Exit(s) where vehicles or equipment may access the site.

c) Storm Sewer Inlet Protection – Curb and grated inlets are protected from the intrusion of sediment through a variety of measures as shown on the details included in the Construction drawings. The primary mechanism is to place controls in the path of flow sufficient to slow the sediment-laden water to allow settlement of suspended soils before discharging into the storm sewer. It is possible that as construction progresses from storm sewer installation through paving that the inlet protection devices should change. All inlet protection devices create ponding of storm water. This should be taken into consideration when deciding on which device or devices should be used.

d) Inspection and any necessary cleaning of the underground storm system shall be included as part of this swppp.

Final site stabilization is achieved when perennial vegetative cover provides permanent stabilization with a density greater than 70 percent over the entire area to be stabilized by vegetative cover. This is exclusive of areas paved, rocked, or having a building on them.

B. OTHER POLLUTANT CONTROLS
This section includes the controls of pollutants other than sediment and additional requirements of the General Permit.

1. Dust Control
Construction traffic must enter and exit the site at the stabilized construction exit. Water trucks or other dust control agents will be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the Contractor to a degree that is in compliance with applicable Local and State dust control regulations.

2. Solid Waste Disposal
No solid materials, including building materials, are allowed to be discharged from the site with storm water. All solid waste, including disposable materials incidental to the major construction activities, must be collected and placed in containers. The containers will be emptied as necessary by a contract trash disposal service and hauled away from the site. Covers for the containers will be provided as necessary to meet State and Local requirements. The location of solid waste receptacles shall be shown on the Site Maps.

Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed of so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil. In this regard, potentially polluting substances should be handled in a manner consistent with the impact they represent.

3. Sanitary Facilities
All personnel involved with construction activities must comply with State and Local sanitary or septic regulations. Temporary sanitary facilities will be provided at the site throughout the construction phase. They must be utilized by all construction personnel and will be serviced by a commercial operator. The location of sanitary facilities shall be shown on the Site Map.

4. Non-Storm Water Discharge
Non-storm water components of site discharges are not permitted under ILR10 except as follows: discharges from fire fighting activities; fire hydrant flushings; water used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washdowns where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs, uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

5. Concrete Waste from Concrete Ready-Mix Trucks
Discharge of excess or waste concrete and/or wash water from concrete trucks will be allowed on the construction site, but only in specifically designated areas. The designated concrete washout area and/or wash water and storm water that will be discharged from the site. Alternatively, waste concrete can be placed into forms to make rip rap or other useful concrete products. The cured residue from the concrete washout diked areas shall be disposed in accordance with applicable State and Federal regulations. The jobsite superintendent is responsible for assuring that these procedures are followed. The location of concrete washout areas shall be shown on the Site Maps.

6. Mason's Area
Contractor shall identify mason's area on the site and indicate location on the Site Map. To the extent practical, all masonry tools, material, including sand and packed cement or mortar materials, and equipment shall be located within the area identified. Runoff control, such as berms or diversion ditches, silt fence, straw wattles, or other means of containment shall be provided to prevent the migration of storm water pollutants in runoff from the mason's area. Receptacles for debris and trash disposal shall also be provided.

7. Fuel Tanks
Temporary on-site fuel tanks for construction vehicles shall meet all State and Federal regulations. Tanks shall have approved spill containment with the capacities required by the applicable regulations. The tanks shall be in sound condition free of rust or other damage which might compromise containment. Fuel storage areas will meet all EPA, OSHA and other regulatory requirements for signage, fire extinguisher, etc. Hoses, valves, fittings, caps, filler nozzles, and associated hardware shall be maintained in proper working condition at all times. The location of fuel tanks shall be shown on the Site Maps.

A Spill Prevention, Control and Countermeasure (SPCC) Plan must be developed if aboveground oil storage capacity at the construction site exceeds 1,320-gallons. Containers with storage capacity of 55-gallons or less are not included when calculating site storage capacity. The Contractor shall work with the Civil Engineering Consultant to develop and implement a SPCC Plan in accordance with the Oil Pollution Prevention regulation at Title 40 of the Code of Federal Regulations, Part 112, (40 CFR 112).

8. Hazardous Material Management and Spill Reporting Plan
Any hazardous or potentially hazardous material that is bought onto the construction site will be handled properly in order to reduce the potential for storm water pollution. All materials used on this construction site will be properly stored, handled, dispensed and disposed of following all applicable label directions. Material Safety Data Sheets (MSDS) information will be kept on site for any and all applicable materials.

In the event of an accidental spill, immediate action will be undertaken by the Contractor to contain and remove the spilled material. All hazardous materials will be disposed of by the Contractor in the manner specified by Federal, State and Local regulations and by the manufacturer of such products. As soon as possible, the spill will be reported to the appropriate agencies. As required under the provisions of the Clean Water Act, any spill or discharge entering waters of the United States will be properly reported. The Contractor will prepare a written record of any spill of petroleum products or hazardous materials in excess of reportable quantities and will provide notice to Owner within 24-hours of the occurrence of the spill.

Any spills of petroleum products or hazardous materials in excess of Reportable Quantities as defined by EPA shall be immediately reported to the EPA National Response Center (1-800-424-8802). In addition, 35 Ill. Adm. Code 750.410 requires notification of IEMA (1-800-782-7860). Reportable chemical spill quantities are those listed for hazardous substances under Superfund Law as extremely hazardous substances under the Superfund Reauthorization and Amendments Act of 1986 (SARA), the emergency planning statute which also establishes threshold planning quantities (29 Ill. Admin. Code 430.30). Oil spills are reportable if they must be reported under the Federal Water Pollution Control Act. This generally includes spills that are in excess of 25 gallons or "may be harmful to the public health or welfare" (40 CFR 110). Harmful discharges include those that (1) violate applicable water quality standards, or (2) leave a film on the water or adjoining shorelands or cause a sludge or emulsion to be deposited beneath the water's surface or on adjoining shorelands. The reportable quantity for hazardous materials can be found in 40 CFR 302 or by contacting the IEMA (1-800-785-9888).

In order to minimize the potential for a spill of petroleum product or hazardous materials to come in contact with storm water, the following steps will be implemented:

a) All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, additives for soil stabilization, concrete, curing compounds and additives, etc.) will be stored in a secure location, under cover, when not in use.

b) The minimum practical quantity of all such materials will be kept on the job site and scheduled for delivery as close to time of use as practical.

c)A spill control and containment kit (containing for example, absorbent material such as kitty litter or sawdust, acid neutralizing agent, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.

d) All of the products in a container will be used before the container is disposed of. All such containers will be triple rinsed, with water prior to disposal. The rinse water used in these containers will be disposed of in a manner in compliance with State and Federal regulations and will not be allowed to mix with storm water discharges.

e) All products will be stored in and used from the original container with the original product label.

f) All products will be used in strict compliance with instructions on the product label.

g) The disposal of excess or used products will be in strict compliance with instructions on the product label.

9. Long Term Pollutant Controls
Storm water pollutant control measures installed during construction, that will also provide storm water management benefits after construction, include turf areas in sufficient quantity so as to provide a site impervious ratio (ISR) or 0.76.

C. CONSTRUCTION PHASE "BEST MANAGEMENT PRACTICES" (BMPs)
During the construction phase, the Contractor shall implement the following measures:

1. Materials resulting from the clearing and grubbing or excavation operations shall be stockpiled up slope from adequate sedimentation controls. Materials removed to an off-site location shall be protected with appropriate controls and property permitted.

2. The Contractor shall designate areas on the Site Map for equipment cleaning, maintenance, and repair. The Contractor and sub-contractors shall utilize such designated areas. Cleaning, maintenance, and repair areas shall be protected by a temporary perimeter berm, shall not occur within 150 feet of any waterway, water body or wetland, and in areas located as far as practical from storm water inlets.

3. Use of detergents for large scale washing is prohibited (i.e. vehicles, buildings, pavement, surfaces, etc.).

4. Chemicals, paints, solvents, fertilizers, and other toxic materials must be stored in waterproof containers. Except during application, the containers, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed of at an approved solid waste and chemical disposal facility.

D. OFF-SITE FACILITIES IN THE OPERATIONAL CONTROL OF THE CONTRACTOR
Whenever dirt, rock, or other materials are imported to the construction site or exported for placement in areas off of the primary construction site, the Contractor is responsible for determining that all storm water permitting and pollution control requirements are met for each site which receives such materials or from which site materials are taken. Prior to the disturbance of any such site, Contractor will confirm that the operators of the site they are importing to or exporting from have properly obtained all required permits, and will comply with all laws, regulations and permit conditions applicable to such sites.

At a minimum, each off-site area that provides or receives material or is disturbed by project activities must implement erosion and sediment control measures consisting of perimeter controls on all down slope and side slope boundaries and must also provide for both temporary stabilization and for permanent re-vegetation after all disturbances has ended.

6. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with any guidelines set forth by Local regulatory agencies. The Contractor shall maintain documents evidencing such compliance in this SWPPP.

7. INSPECTIONS AND SYSTEM MAINTENANCE

Between the time this SWPPP is implemented and final Notice of Termination has been submitted, all disturbed areas and pollutant controls must be inspected weekly and within 24 hours of the end of a storm event 0.5 inches or equivalent snowfall. The purpose of site inspections is to assess performance of pollutant controls. The inspections will be conducted by the Contractor's Site Superintendent. Based on these inspections, the Contractor will decide whether it is necessary to modify this SWPPP, add or relocate controls, or revise or implement additional Best Management Practices in order to prevent pollutants from leaving the site via storm water runoff. The Contractor has the duty to cause pollutant control measures to be repaired, modified, supplemented, or take additional steps as necessary in order to achieve effective pollutant control.

Examples of specific items to evaluate during site inspections are listed below. This list is not intended to be comprehensive. During each inspection, the inspector must evaluate overall pollutant control system performance as well as particular details of individual system components. Additional factors should be considered as appropriate to the circumstances.

A. CONSTRUCTION EXIT AND TRACK OUT
Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction exit shall be constructed where vehicles enter and exit. Exits shall be maintained or supplemented with additional rock as necessary to prevent the release of sediment from vehicles leaving the site. Any sediment deposited on the roadway shall be swept as necessary throughout the day or at the end of everyday and disposed of in an appropriate manner. Sediment shall NOT be washed into storm sewer systems.

B. SEDIMENT CONTROL DEVICES
Sediment barriers, traps and basins must be inspected and they must be cleaned out at such time as their original capacity has been reduced by 50 percent. All material excavated from behind sediment barriers or in traps and basins shall be incorporated into on-site soils or spread out on an upland portion of the site and stabilized. Additional sediment barriers must be constructed as needed.

C. MATERIAL STORAGE AREAS
Inspections shall evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system or discharging from the site. If necessary, the materials must be covered or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas. All State and Local regulations pertaining to material storage areas will be adhered to.

D. VEGETATION
Grassed areas shall be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization once all areas are covered with building foundation or pavement, or have a stand of grass with a minimum of 70 percent density or greater over the entire vegetated area in accordance with the General Permit requirements. The vegetative density must be maintained to be considered stabilized. Area must be watered, fertilized, and re-seeded as needed to achieve this requirement.

E. DISCHARGE POINTS
All discharge points must be inspected to determine whether erosion and sediment control measures are effective in preventing discharge of sediment from the site or impacts to receiving waters.

The Inspection Report Form must identify all deficiencies, any corrections, whether they are identified during the current inspection or have occurred since the previous inspection, and any additional comments. Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made immediately but no longer than within 48 hours of inspection. The inspection reports must be completed and inspection information should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.

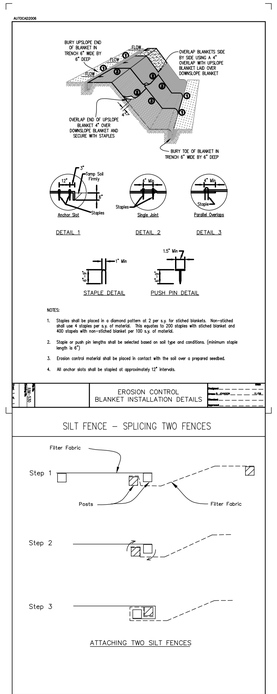
The Inspection Report Form must summarize the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this SWPPP, and actions taken in accordance with section 4.b shall be made and retained as part of the plan for at least six years after the date of the inspection. The report shall be signed in accordance with Part VI.G of the General Permit.

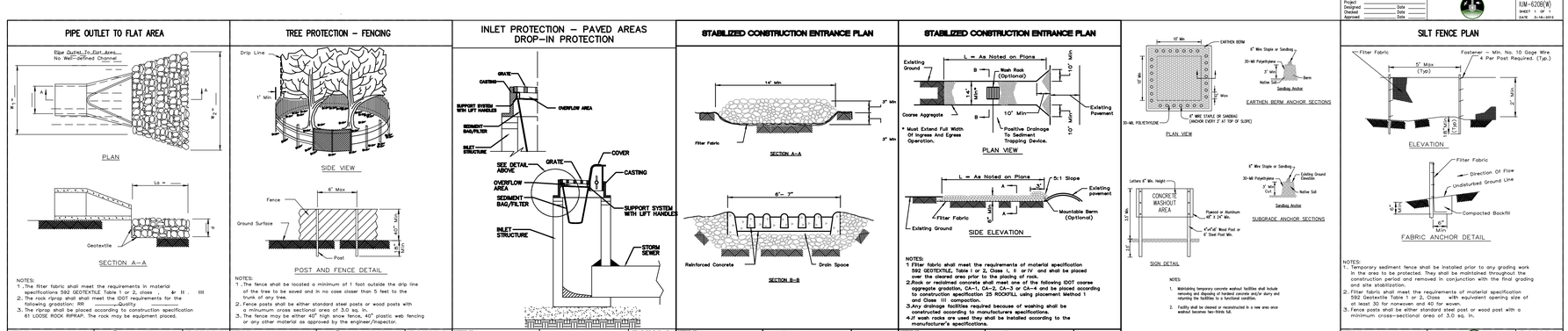
If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Contractor's Compliance Officer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Contractor's Compliance Officer shall us forms provided by the IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted in noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with part VI.G of the General Permit. The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
P.O. Box 19276
Springfield, IL 62794-9276

Ultimately, it is the responsibility of the General Contractor to assure the adequacy of site pollutant discharge controls. Actual physical site conditions or Contractor practices could make it necessary to install more structural controls than are shown on the plans. For example, Localized concentrations of runoff could make it necessary to install additional sediment barriers. Assessing the need for additional controls and implementing them or adjusting existing controls will be a continuing aspect of this SWPPP until the site achieves final stabilization. Any modifications, additions or deletions of sediment control devices must be approved by the Engineer through written communications.

CONCRETE WASH-OUT NOTE:
CONCRETE WASHOUT SHOULD BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHOULD NOT BE ALLOWED TO ENTER WATER BODIES, STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ANY WASTE SHOULD BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHOULD BE DESIGNATED WITH PROPER SIGNAGE. FAILURE TO COMPLY COULD RESULT IN AN INCIDENCE OF NONCOMPLIANCE (ION).





TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 4
OF 12 SHEETS

NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
OVERALL CIVIL SITE PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 5 OF 12 SHEETS

GALENA ROAD
(120' Right of Way)

FOX METRO 24" SANITARY INTERCEPTOR

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

UNFARMED AREA

PROPOSED 24' DRIVE AISLE

PROPOSED 5' SIDEWALK

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

FUTURE PARKING

PHASE 1 PARKING
ASPHALT

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

LS AREA

CANNONBALL TRAIL

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
6" S INV = TBD

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED DETENTION POND

100 YR STORAGE VOLUME
= 6.75 AC-FT

100 YR HWL = 648.30

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 12" FES
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 49" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 645.34

PROPOSED 420 L.F.
2" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 2' INLET
RIM = 648.40
12" INV = 646.50

REQ'D 100YR
HWL = 648.30
PROVIDED OVERFLOW
@ EOP = 648.90

SCALE IN FEET
-40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 6 OF 12 SHEETS

PROPOSED 6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED DETENTION POND

100 YR STORAGE VOLUME
= 6.75 AC-FT

100 YR HWL = 648.30

PROPOSED 40' FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 420 L.F.
2" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 12" FES
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 2' INLET
RIM = 648.40
12" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

REQ'D 100YR
HWL = 648.30
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED 24' DRIVE AISLE

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

FUTURE PARKING

PROPOSED SEPTIC FIELD

50' Setback Building Line

NEW PROPERTY LINE PER KENDALL COUNTY

SANNONBALL TRAIL

STA 103+22.10

CROP LAND
(CUT AND PLOWED CORN)

CULVERT
(12" CMP)
INV S: 647.51

CULVERT
(12" CMP)
INV N: 648.35

GRAVEL ENTRANCE

FLARED END SECTION
INV SE: 648.72 (12" RCP)

FLARED END SECTION
INV NW: 648.66 (12" RCP)

STORM CATCH BASIN
CLOSED LID
RIM: 1653.78
SUMP: 1646.38
INV NW: 648.78 (4" RESTR IN 12" RCP)
INV SE: 648.78 (12" RCP)

CONCRETE
OVERFLOW WALL
ELEV=651.14

RETENTION BASIN

CONCRETE PARKING LOT

GARAGE
FF=654.78

SEPTIC
EQUIPMENT

PROPANE
TANK

HVAC
PAD

CHURCH
FF=653.49

SCALE IN FEET
-40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

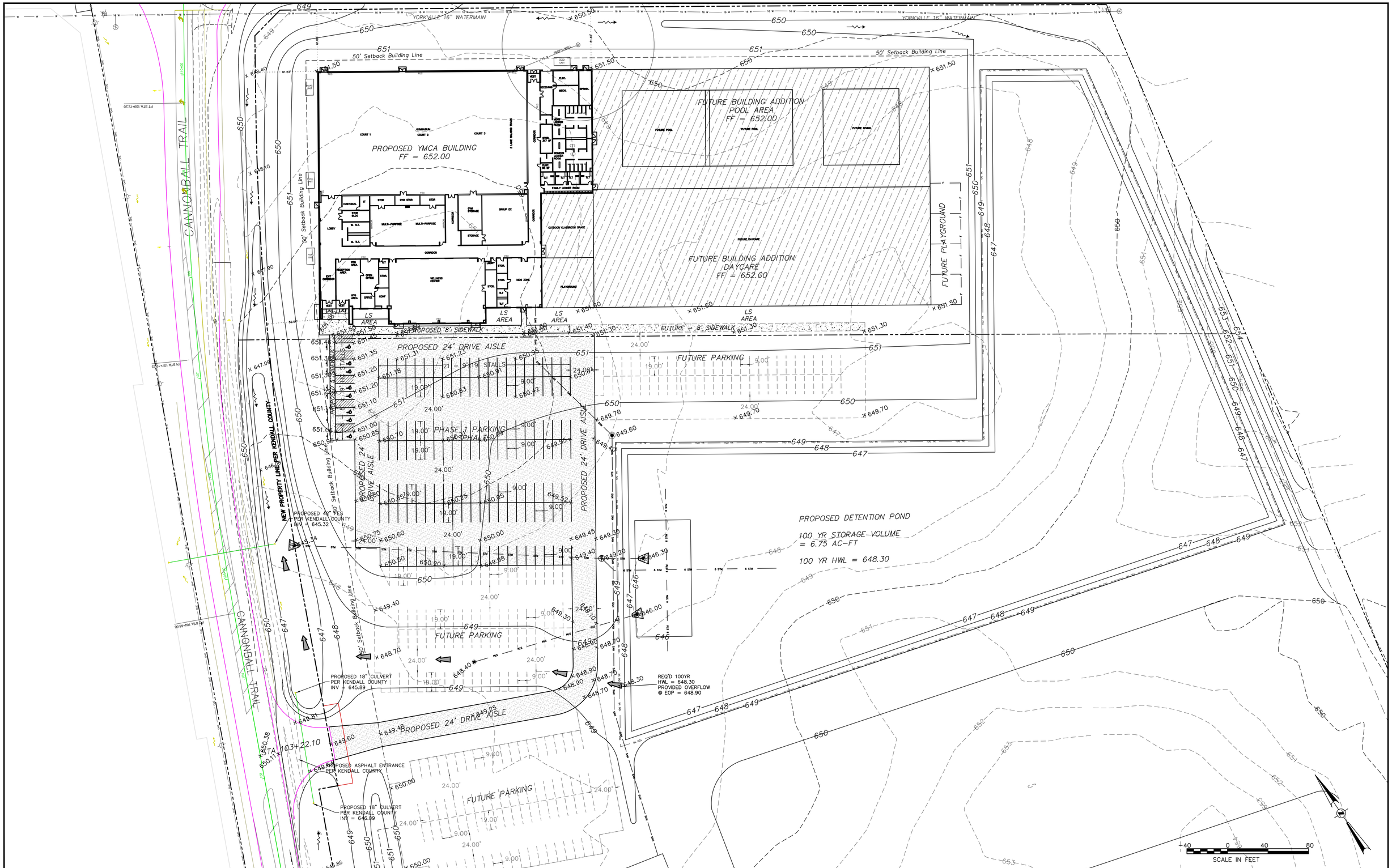
REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - SOUTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 7 OF 12 SHEETS



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

OVERALL GRADING PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 8 OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

YORKVILLE 16" WATERMAIN

50' Setback Building Line

50' Setback Building Line

PROP'D WELL (W)

75' R

HVAC UNIT

HVAC UNIT

HVAC UNIT

HVAC UNIT

VEST

ELEC.

RECEIVING

MECH.

SPRINK.

MENS LOCKER ROOM

STOR. 317 SF

WOMENS LOCKER ROOM

CUST. 95 SF

TLT

TLT

TLT

TLT

FAMILY LOCKER ROOM

CORRIDOR

CORRIDOR

CORRIDOR

GYMNASIUM

COURT 1

COURT 2

COURT 3

3 LANE WALKING TRACK

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE POOL

FUTURE POOL

FUTURE DIVING

CUSTODIAL

IT

STOR

GYM STOR

STOR

STOR BLDG

W. TLT.

M. TLT.

LOBBY

MIRROR

MULTI-PURPOSE

MULTI-PURPOSE

MIRROR

GYM STORAGE

GROUP EX

STORAGE

OUTDOOR CLASSROOM SPACE

FUTURE DAYCARE

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

PLAYGROUND

EXIT CORRIDOR

RECEPTION AREA

WTG AREA

OPEN OFFICE

TLT

STOR.

WELLNESS CENTER

LNDRY

STOR.

STOR.

STOR.

KIDS ZONE

TLT

TLT

WTG AREA

OFFICE

CONF

VEST

VEST

LS AREA

LS AREA

LS AREA

PROPOSED 8' SIDEWALK

FUTURE - 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

PROPOSED 5' SIDEWALK

21 - 9'x19' STALLS

16 - 9'x19' STALLS

24.00'

19.00'

9.00'

24.00'

FUTURE PARKING

19.00'

9.00'

24.00'

19.00' PHASE 1 PARKING 9.00'

24.00'

DRIVE AISLE

61.00'

61.45'

SCALE IN FEET

−20 0 20 40

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

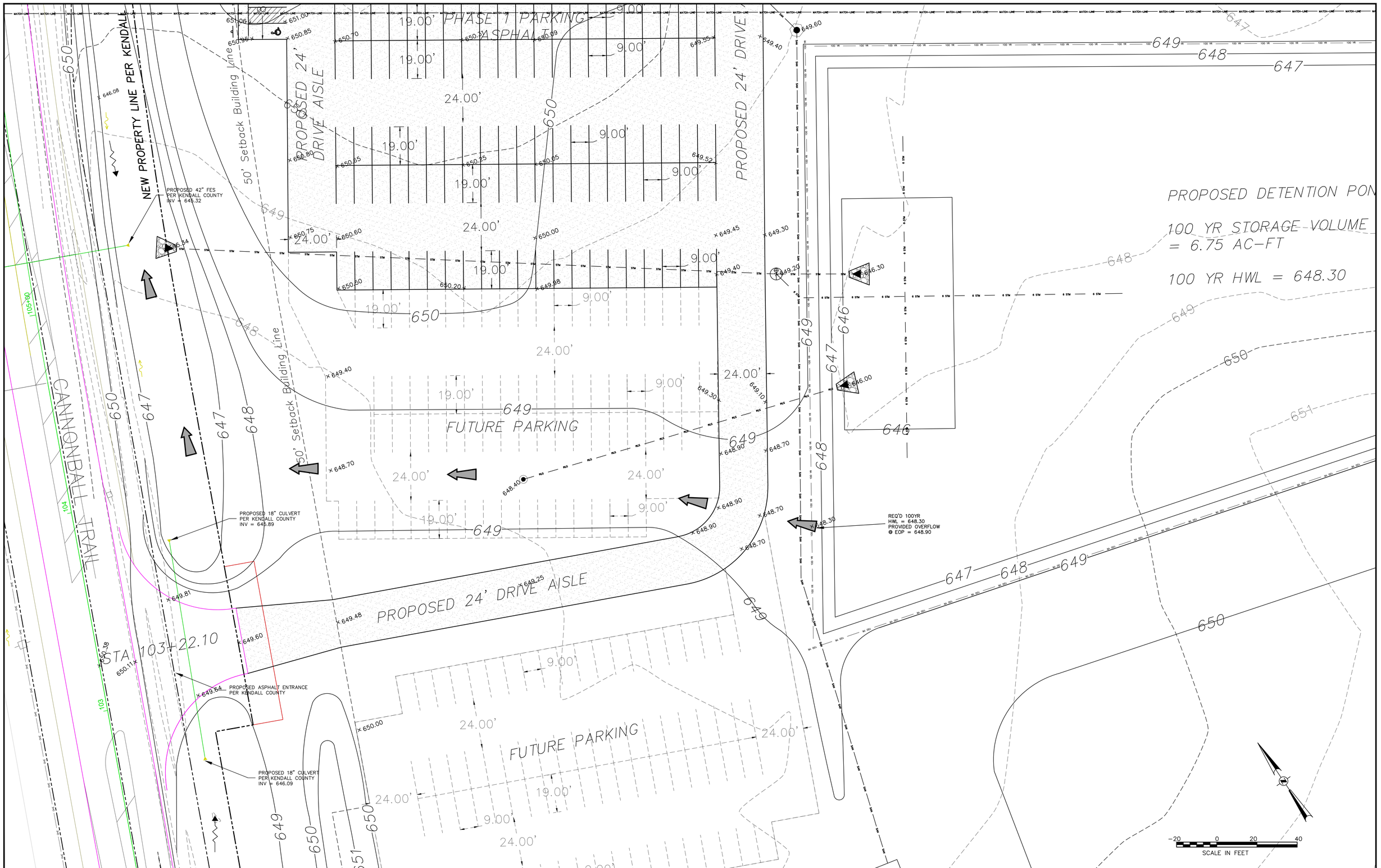
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GRADING PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024

SHEET NO. 9 OF 12 SHEETS



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GRADING PLAN - SOUTH

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024

SHEET NO. 10 OF 12 SHEETS

GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.

7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.

8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.L.I.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.

9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.

10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ONSITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.

14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES. THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.

2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14 AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.

3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.

4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.

5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.

6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.

7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.

8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.

9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.

10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.

11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.

12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8' POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.

14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.

2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.

5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.

6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.

7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.

9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.

10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).

11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.

12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.

13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.

2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.

3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE. PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE. AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," CURRENT EDITION.

5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COARSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.

6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.

8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.

9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.

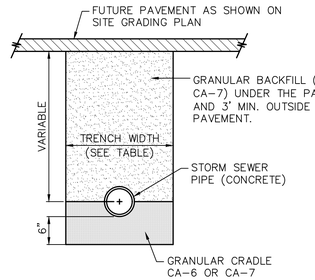
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1095 OF IDOT STANDARD SPECIFICATIONS, OR THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS.

12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.

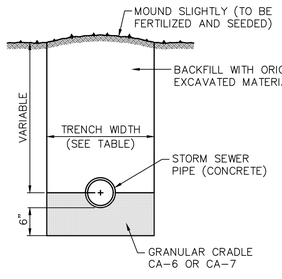
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

INSIDE DIAMETER OF STORM SEWER (INCHES)	MAXIMUM TRENCH WIDTH
6	3'-2"
8	3'-2"
12	3'-4"
15	3'-6"
18	3'-10"
21	4'-4"
24	4'-8"
27	4'-11"
30	5'-3"
36	6'-4"
42	6'-11"
48	7'-6"
54	8'-7"
60	9'-2"
66	9'-9"
72	10'-4"
78	10'-11"
84	11'-6"
90	12'-1"
96	12'-8"
102	13'-3"
108	13'-10"



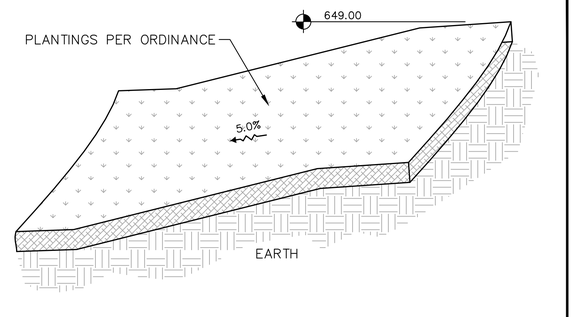
ALL PAVED AREAS

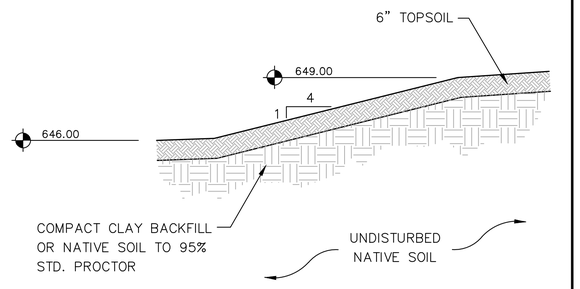


NON-PAVED AREAS

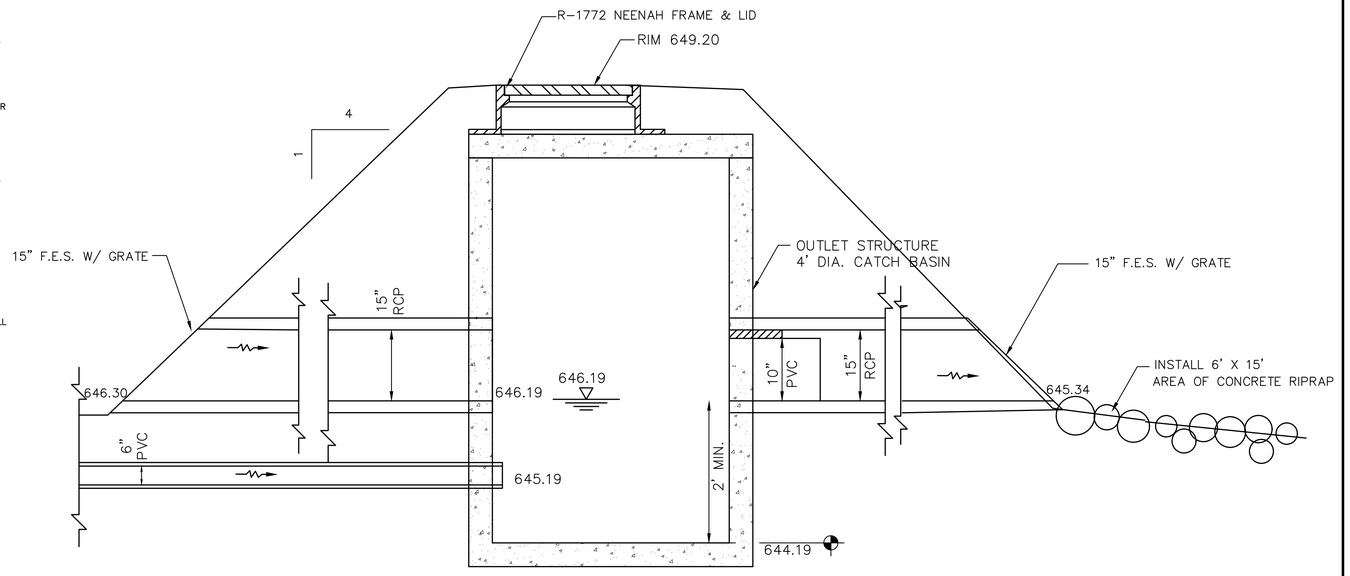
TRENCH DETAILS - STORM SEWER

N.T.S.





ALL DISTURBED AREAS SHALL BE SEEDED WITH IDOT CLASS 1A SEEDMIX



OUTFALL STRUCTURE WITH PVC RESTRICTOR

N.T.S.

TEBRUGGE ENGINEERING	TITLE: DETENTION POND CROSS SECTION	DATE:	
		DATE:	
		DATE:	
		DATE:	

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

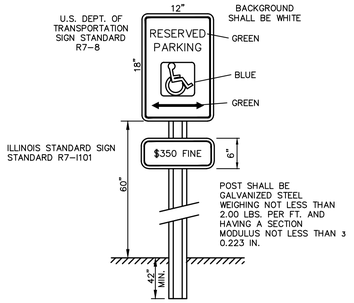
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS

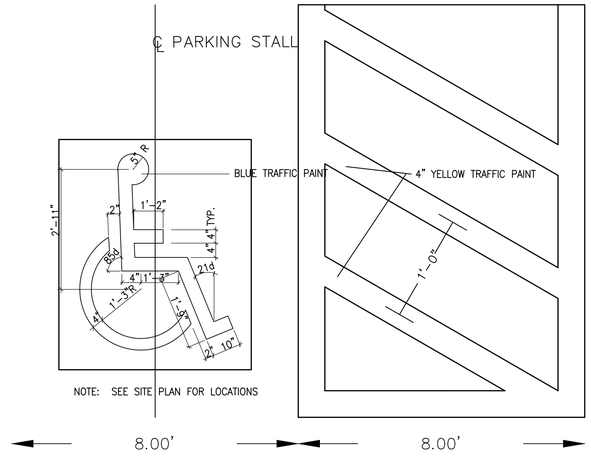
PROJECT NO.	23 555 01
SCALE:	NTS
DATE:	JAN 22, 2024

SHEET NO. 11 OF 12 SHEETS



LOCATE SIGN AT EACH END OF HANDICAP PARKING AREA, 2 FT. FROM EDGE OF PAVEMENT

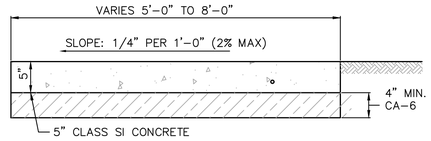
HANDICAP PARKING SIGN



NOTE: SEE SITE PLAN FOR LOCATIONS

HANDICAPPED PARKING DETAIL

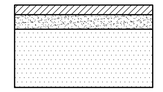
N.T.S.



NOTES:
1. INSTALL TOOL JOINTS EVERY 5' CONCRETE TO BE 6" THICK AT DRIVEWAYS.
2. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

SIDEWALK

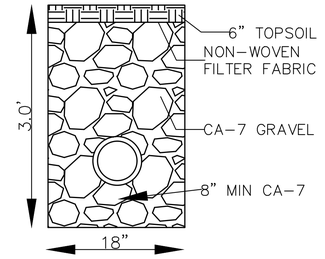
N.T.S.



1 1/2" HMA IL-9.5, N-50 SURFACE COURSE
2 1/2" HMA IL-19, N-50 BINDER COURSE

10" AGGREGATE COURSE, TYPE A, CA-6

TYPICAL PAVEMENT DETAIL

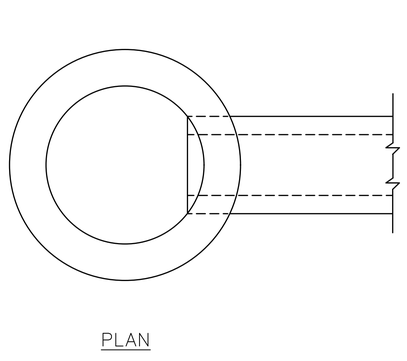


POND DRAINTILE DETAIL
NTS

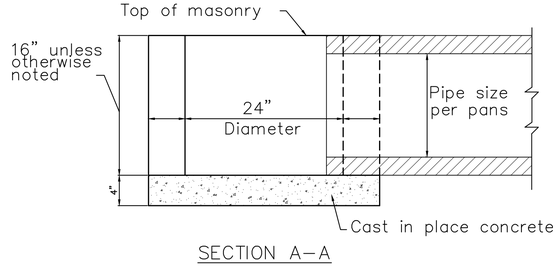
PRECAST REINFORCED CONCRETE FLARED END SECTION

PIPE DIA.	APPROX. QTY. LBS.	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12	530	2	4	24	4'-0 7/8"	6'-0 7/8"	24	2	9	1:2.4
15	740	2 1/4	6	27	3'-10"	6'-1"	30	2 1/4	11	1:2.4
18	990	2 1/2	9	27	3'-10"	6'-1"	36	2 1/2	12	1:2.4
21	1280	2 3/4	9	35	38	6'-1"	3'-6"	2 3/4	13	1:2.4
24	1520	3	9 1/2	3'-7 1/2"	30	6'-1 1/2"	4'-0"	3	14	1:2.5
27	1930	3 1/4	10 1/2	4'-0"	25 1/2	6'-1 1/2"	4'-6"	3 1/4	14 1/2	1:2.4
30	2190	3 1/2	12	4'-6"	19 3/4	6'-1 3/4"	5'-0"	3 1/2	15	1:2.5
33	3200	3 3/4	13 1/2	4'-10 1/2"	39 1/4	8'-1 3/4"	5'-6"	3 3/4	17 1/2	1:2.5
36	4100	4	15	5'-3'	34 3/4	8'-1 3/4"	6'-0"	4	20	1:2.5
42	5380	4 1/2	21	5'-3"	35	8'-2"	6'-6"	4 1/2	22	1:2.5
48	6550	5	24	6'-0"	26	8'-2"	7'-0"	5	22	1:2.5
54	8240	5 1/2	27	5'-5'	35	8'-4"	7'-6"	5 1/2	24	1:2.0
60	8730	6	35	5'-0"	39	8'-3"	8'-0"	5	*	1:1.9
66	10710	6 1/2	30	6'-0"	27	8'-3"	8'-6"	5 1/2	*	1:1.7
72	12520	7	36	6'-6"	21	8'-3"	9'-0"	6	*	1:1.8
78	14770	7 1/2	36	7'-6"	21	9'-3"	9'-6'	6 1/2	*	1:1.8
84	18160	8	36	7'-6 1/2"	21	9'-3 1/2"	10'-0"	6 1/2	*	1:1.6

* RADIUS AS FURNISHED BY MANUFACTURER



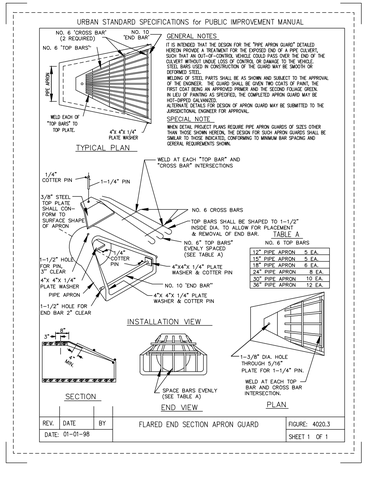
PLAN

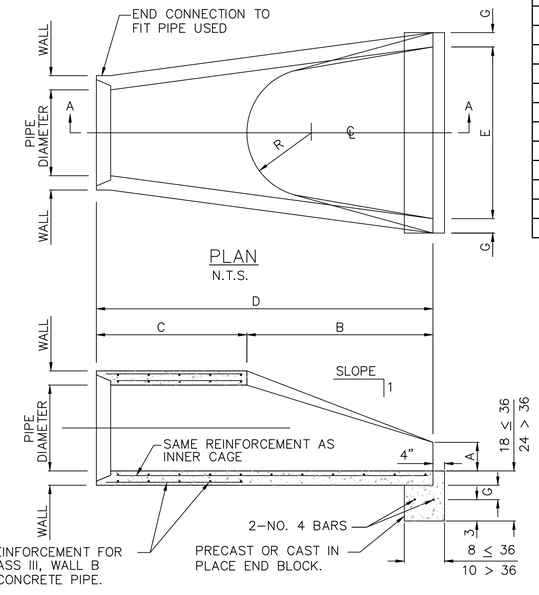


SECTION A-A

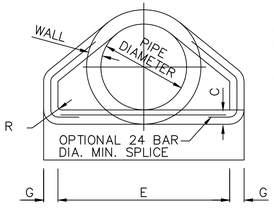
TYPE A INLET

N.T.S.





SECTION A-A
N.T.S.



END VIEW
N.T.S.

GENERAL NOTES

ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNITS OF HORIZONTAL DISPLACEMENT (V:H).

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SHOWN.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

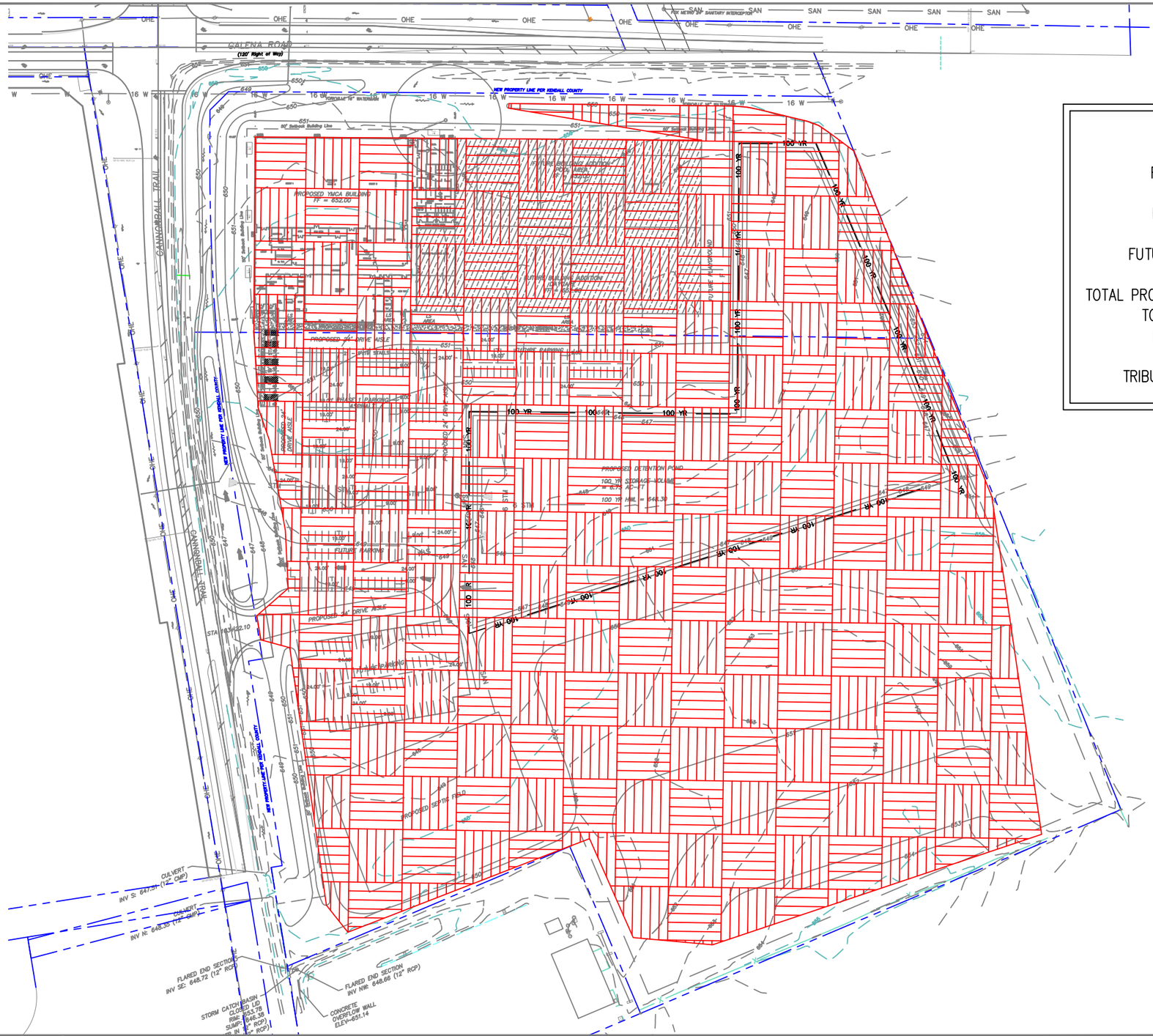
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS II

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 12 OF 12 SHEETS



SITE CALCULATIONS

BUILDING AREA = 59.223 SF
FUTURE BUILDING = 89,936 SF
PARKING AREA = 64,987 SF
FUTURE PARKING = 73,819 SF
SIDEWALK AREA = 3,255 SF
FUTURE SIDEWALK AREA = 2,328 S.F.

TOTAL PROPOSED IMPERVIOUS AREA = 293,548 SF
TOTAL SITE AREA = 1,127,394 SF
PROPOSED: 26.0% IMPERVIOUS

TRIBUTARY AREA HATCHED = 22.0 AC

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
TRIBUTARY EXHIBIT

PROJECT NO.	23 555 01
SCALE:	1" = 150'
DATE:	OCT 20, 2023

SHEET NO. 1 OF 1 SHEETS

Attachment 3

WBK ENGINEERING

February 22, 2024

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Fox Valley Family YMCA (Cannonball and Galena))- WBK Project 19-102.BV

Dear Mr. Asselmeier:
We have received and reviewed the following information for the subject project:

- Stormwater Management Detention Design Computations prepared by Tebrugge Engineering dated December 11, 2023 and received February 5, 2024.
- Engineering Plans for YMCA East Site Plan prepared by Tebrugge Engineering dated January 24, 2024 and received February 5, 2024.
- Tributary Exhibit prepared by Tebrugge Engineering dated October 20, 2023 and received February 5, 2024.

The following comments require resolution prior to plan approval and our recommendation for issuance of a stormwater permit.

Stormwater Report

1. Provide documentation on floodplain and wetlands.
2. Provide an evaluation of existing conditions.
    a. Identify all existing site outfalls.
    b. Identify off-site areas draining on to the site.
    c. Provide a field tile survey.
    d. Document existing depressional storage on the site.
    e. Determine 2 year and 100 year event flows at all existing outfalls utilizing Hydraflow.
3. Provide a stormwater management report including a Comparison of 2 year and 100 year event flows at all existing outfalls for existing and proposed conditions.
4. Provide storm sewer and inlet capacity calculations.
5. The Curve number for impervious areas shall be 98. Verify the Curve number for pervious areas considering hydrologic soil groups.

Engineering Plans

1. Reference is made or improvements and plans by Kendall County. Please provide the basis for the information depicted. For example, if you received hard copies please scan

and append as reference materials. If you received CAD or digital files please submit those as well.

2. Number all utility structures and end sections.
3. Sheet 3 – Grade changes are proposed over an existing 16" water main. Verify with the utility owner these changes are acceptable. We take no exception however, request owner verification.
4. Sheet 3 – Provide a temporary perforated riser on the stormwater basin outfall.
5. Sheet 5 – Full build out of the site appears to warrant consideration of a second access point. This is only a recommendation and we defer to the emergency response agencies for review and comment.
6. Sheet 6 & 7 – Provide information on the sanitary sewer pump station and leach field. Although this will be reviewed and approved by the health department, we are seeking verification of locations and sizes.
7. Sheet 10 – Revise grading so the emergency overflow from the single inlet in the parking lot will be routed to the detention basin and not west away from the detention basin.
8. Sheet 11 – Verify all areas to be seeded with IDOT Class 1A seed including the stormwater basin. If low maintenance seed mixes are proposed for the stormwater basin please identify those mixes.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

[redacted]

WBK Engineering, LLC

ENGINEERING PLANS
FOR
YMCA EAST SITE PLAN

SECTION 10, TOWNSHIP 37 NORTH , RANGE 7 EAST
1520 N CANNONBALL TRAIL
BRISTOL, IL 60512
KENDALL COUNTY
P.I.N. 02-10-300-019 & 02-10-300-020
MARCH, 2024

LEGEND

	PROPERTY BOUNDARY
600	EXISTING CONTOUR LINE
STM	EXISTING STORM SEWER
SAN	EXISTING SANITARY SEWER LINE
W	EXISTING WATERMAIN
UE	EXISTING UNDERGROUND ELECTRIC
OHE	EXISTING OVERHEAD ELECTRIC
GAS	EXISTING GAS SERVICE
T	EXISTING TELEPHONE
673	PROPOSED CONTOUR LINE
W	PROPOSED WATERMAIN
STM	PROPOSED STORM SEWER
SAN	PROPOSED SANITARY SEWER LINE
GREASE	PROPOSED GREASE SERVICE LINE
VENT	PROPOSED VENT LINE
F	EXISTING FENCELINE
SF	PROPOSED SILT FENCE
x 686.00	EXISTING SPOT SHOT
x 686.00	PROPOSED SPOT GRADE

	EXIST	PROP	
WATER:			B–BOX
			HYDRANT
			VALVE
			VALVE VAULT
STORM:			INLET–CURB
			INLET OR MANHOLE
			FLARED END SECTION
SANITARY:			CLEANOUT
			MANHOLE
PAVEMENT:			GRAVEL
			ASPHALT
X			CONCRETE

R.O.W. MONUMENT	UTILITY POLE
PROPERTY PIN	GUY WIRE LOC.
P.K. NAIL	UTIL CABINET
CHISELED MARK	UTIL PEDESTAL
BENCHMARK	LIGHT POLE
HUB & TACK	TRAFFIC SIGNAL
SOIL BORING	ELECTRIC VAULT
OVERLAND RELIEF	GAS VALVE
FLOW DIRECTION	

811 Know what's **below.** **Call** before you dig.

Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

TOPOGRAPHY STATEMENT

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY TEBRUGGE ENGINEERING.
CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

TOPOGRAPHY SURVEY COMPLETED BY:

HRGREEN, INC.

2363 SEQUOIA DRIVE - SUITE 101; AURORA, IL 60506PHONE: 630-553-7560 EMAIL: DSCHULTZ@HRGREEN.COM

INDEX TO SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS & DEMOLITION PLAN
3. STORMWATER POLLUTION & PREVENTION PLAN 1
4. STORMWATER POLLUTION & PREVENTION PLAN 2
5. CIVIL SITE PLAN - OVERALL
6. CIVIL SITE PLAN - NORTH
7. CIVIL SITE PLAN - SOUTH
8. GRADING PLAN - OVERALL
9. GRADING PLAN - NORTH
10. GRADING PLAN - SOUTH
11. GENERAL NOTES & DETAILS
12. GENERAL NOTES & DETAILS II

PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

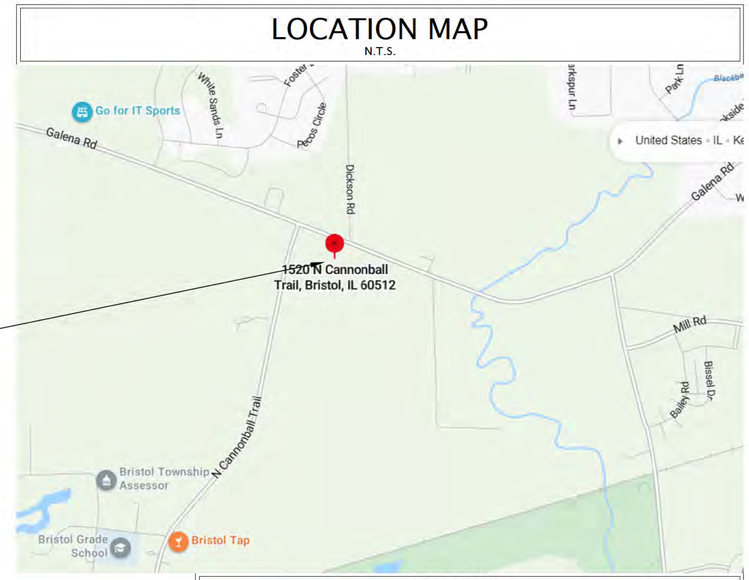
GIVEN UNDER MY HAND & SEAL THIS 22ND DAY OF MARCH, 2024.

JOHN J. TEBRUGGE — REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

[redacted]
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. [redacted] EXPIRES NOV. 30, 2025

COPYRIGHT © 2024 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

LOCATION MAP
N.T.S.



BENCHMARKS:

SOURCE BENCHMARK:
UNITED CITY OF YORKVILLE SURVEY CONTROL MONUMENT 1 - BERNTSEN MONUMENT CONSISTING OF A 3/4" DIAMETER ALUMINUM ROD WITH A 2-1/2" DOMED ALUMINUM CAP STAMPED "UNITED CITY OF YORKVILLE" AND ENCASED IN A PVC PIPE WITH AN ACCESS COVER STAMPED "UNITED CITY OF YORKVILLE", LOCATED NEAR THE FIRE STATION IN THE NORTHEAST CORNER OF THE INTERSECTION OF GALENA ROAD AND ROSENWINKEL STREET, 21.7 FT EAST OF A CORNER OF A CURB, 16.0 FT EAST OF A LIGHT POLE, AND 72.0 FT SOUTHWEST OF A CORNER OF A CURB.
ELEVATION: 661.32 (NAVD 88)

SITE BENCHMARK 1:
NORTHWESTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT NEAR THE NORTHEASTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 900 FT EAST OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, 49.0 FT SOUTH OF THE EDGE OF PAVEMENT OF GALENA ROAD, AND 11 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 652.38 (NAVD 88)

SITE BENCHMARK 2:
NORTHEASTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL. NEAR THE NORTHWESTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 60.0 FT WEST OF THE EDGE OF PAVEMENT OF CANNONBALL TRAIL AND 17.5 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 655.32 (NAVD 88)

PLANS PREPARED FOR:

FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545
PHONE: (630) 552-4100
EMAIL: SWAYNE@FOXVALLEYYMCA.ORG

CIVIL ENGINEER:

TEBRUGGE ENGINEERING
410 E CHURCH ST - SUITE A
SANDWICH, ILLINOIS 60548
(815) 786-0195

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24



NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 2 OF 12 SHEETS



STORMWATER OUTFLOW CONTRIBUTING/RECEIVING WATERS

FROM SITE – DETENTION POND

TO RECEIVING WATERS – BLACKBERRY CREEK

PROPOSED GRADE INFORMATION THAT IS PROVIDED ON THE SWPPP SITE MAP IS FOR THE PURPOSE OF INDICATING FINAL DRAINAGE PATTERNS ONLY. SEE GRADING PLAN FOR FINAL GRADING DETAILS.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING ROADWAYS, SIDEWALKS, DRIVES, ETC., TO BE FREE AND CLEAR OF ANY CONSTRUCTION DEBRIS AND/OR EXCAVATED AND HAULED MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM ADJACENT SITES.

ILLINOIS URBAN MANUAL PROTECTIONS:

IP–1. BLOCK AND ROCK SOCK INLET PROTECTION FOR SUMP OR ON–GRADE INLETS
IP–2. CURB (ROCK) SOCKS UPSTREAM OF INLET PROTECTION, ON–GRADE INLETS
IP–3. ROCK SOCK INLET PROTECTION FOR SUMP/AREA INLET
IP–4. SILT FENCE INLET PROTECTION FOR SUMP/AREA INLET
IP–5. OVER–EXCAVATION INLET PROTECTION
IP–6. STRAW BALE INLET PROTECTION FOR SUMP/AREA INLET
CIP–1. CULVERT INLET PROTECTION

TYPICAL SOIL PROTECTION CHART

Stabalization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A	A	A	A*	A*	A	A			
Dormant Seeding	B	B	B								B	B
Temporary Seeding			C	C	C	C*	D*	D	D			
Sodding			E**	E**	E**	E**	E**	E**	E**			
Mulching	F	F	F	F	F	F	F	F	F	F	F	F

A – Kentucky Bluegrass – 90 lbs/acre mixed with perennial ryegrass – 30 lbs/acre

B – Kentucky Bluegrass – 135 lbs/acre mixed with perennial ryegrass – 45 lbs/acre

C – Spring Oats – 100 lbs/acre

D – Wheat or Cereal Rye – 150 lbs/acre

E – Sod

F – Straw Mulch – 2 tons/acre

* Watering needed in June and July

** Water for 2–3 weeks after sodding

SOIL EROSION / SEDIMENT CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																			
TEMPORARY CONTROL MEASURES																			
SEDIMENT CONTROL BASINS																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE																			
STORM FACILITIES																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FOUNDATION / BUILDING CONSTRUCTION																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			

1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.

2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

1. SEE STABILIZED CONSTRUCTION ENTRANCE DETAIL. THE CONSTRUCTION EXIT SHALL BE A MINIMUM OF 14' IN WIDTH AND 50' IN LENGTH FROM EXISTING PAVED SURFACE. ALL CONSTRUCTION TRAFFIC MUST UTILIZE CONSTRUCTION EXIT PER DETAIL TO ACCESS THE PUBLIC ROAD. DURING CONSTRUCTION, THE CONSTRUCTION EXITS MAY BE SHIFTED AT THE CONTRACTOR'S DISCRETION TO FACILITATE GRADING OPERATION. EXIT MUST TERMINATE AT EXISTING PAVED SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE RUNOFF FROM THE CONSTRUCTION EXIT IS DIRECTED BACK TOWARD THE SITE OR THAT THE RUNOFF IS CLEAR OF SEDIMENT.

2. THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION RENDERS THE RESPECTIVE PORTION OF THE PERIMETER SILT FENCE UP STREAM OF A DISTURBANCE AND/OR INEFFECTIVE AS A BEST MANAGEMENT PRACTICE. ANY SUCH REMOVAL SHALL BE NOTED ON THE SWPPP SITE MAPS ALONG WITH UPSTREAM STABILIZATION AND GRADING CONDITIONS.

3. NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES THAT WILL NOT RECEIVE A CASTING WITHIN 48 HOURS OF INSTALLATION SHALL RECEIVE IP6 PROTECTION. UPON INSTALLATION OF THE GRATE, IP3 OR IP5 PROTECTION SHALL BE INSTALLED RESPECTIVE TO THE TYPE OF GRATE. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF THE LID. THE CONTRACTOR SHALL NOTE THE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A ¾" SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DE–WATERED PRIOR TO REMOVING THE BULKHEAD.

4. PERMANENT EROSION CONTROL FABRIC SHALL BE APPLIED TO ALL SLOPES 4:1 OR GREATER. FOLLOW MANUFACTURER SPECIFICATIONS FOR INSTALLATION. THE CONTRACTOR SHALL NOTE ALL AREAS WHERE FABRIC HAS BEEN INSTALLED RELATIVE TO AS–BUILT GRADES AND FURNISH THESE BOUNDARIES TO THE CIVIL ENGINEER UPON REQUEST.

5. PERMANENT SEEDING SHOULD BE PLANTED AS SOON AS IT IS PRACTICAL TO ENSURE PROPER GERMINATION PRIOR TO TERMINATION OF PERMIT COVERAGE. THE CONTRACTOR SHALL PLANT PERMANENT SEEDING AS SPECIFIED ON THE LANDSCAPING PLAN AS SOON AS FINAL GRADES ARE ESTABLISHED AS SPECIFIED ON THE GRADING PLAN. SEE SITE LANDSCAPING PLAN FOR EXACT GROUND COVER TYPE AND LOCATION.

6. STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.

7. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES. STOCK PILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

8. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

GENERAL CONTRACTOR / OWNER SHALL COORDINATE WHICH CONTRACTORS WILL BE PROVIDING SWPPP SERVICES AND HAVE THEM SIGN THE CONTRACTOR'S CERTIFICATION

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORM WATER POLLUTION PREVENTION PLAN SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICES AT THE SITE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THE CERTIFICATION.

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)
FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545

PHONE (630) 552–4100

LANDOWNER: FOX VALLEY FAMILY YMCA, INC.

TOTAL SITE AREA	25.88 AC±
TOTAL DISTURBED AREA	22.00 AC±
PROPOSED IMPERVIOUS AREA	6.70 AC±
LANDSCAPED AREA	19.18 AC±
PROPOSED CN	73

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 3 OF 12 SHEETS

1. GENERAL NOTES & DESCRIPTIONS

The Storm Water Pollution Prevention Plan (SWPPP) includes, but is not limited to the Erosion and Demolition Plan included in the Engineering Plans with the Detail Sheet, the Notice of Intent, Permit Authorization, General Permit, Notice of Termination. All records of inspection and activities which are created during the course of the project, and other documents as may be included by reference to this SWPPP. Changes, modifications, revisions, additions, or deletions shall become part of this SWPPP as they occur.

- All Contractors and sub-contractors that are responsible for implementing and measure of the SWPPP must be identified and must certify this SWPPP by signing the SWPPP certification in accordance with Part VI.G (Signatory Requirements) of the ILR10 Permit.

All signed certifications must be kept with the SWPPP documents and be available for inspection.

The Contractor and all sub-contractors involved with construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan must comply with the following requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit, the NPDES Permit No. ILR10 for the State of Illinois and any local governing agency having jurisdiction concerning erosion and sediment control.

A. GENERAL PERMIT INFORMATION
All construction sites that will result in the disturbance of one acre or more must be permitted under the Illinois General NPDES Permit. The Notice of Intent (NOI) has been submitted at the address below. The NOI is for the onsite and offsite improvements . The NPDES Permit will be issued 30 days after the postmark date of the submittal of the NOI and Initial yearly fee.

Permit Information: The Owner has mailed the Owner-signed NOI form and the initial yearly fee of $500 to the address listed below. The Contractor will be responsible for submitting each subsequent $500 yearly fee, if applicable. A copy of the signed NOI form will be supplied to the Contractor.

Unless notified by the Illinois Environmental Protection Agency (EPA) to the contrary, construction activities may begin in accordance with this SWPPP and the ILR10 in 30 days following the post mark date of the NOI.

Transfer Information: If a portion of the property is sold, that new Owner may obtain their own general permit by submitting a separate NOI. The original NOI may then be modified by re-submitting the NOI with update acreage and checking the box "change of information". Also include documentation explaining that a lot has been sold, the acreage difference and the date of sale. There is no fee involved with modifying the NOI.

There are no requirements for a pre-construction meeting from any of the reviewing agencies.

Agency Information:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
Phone: (217) 782-0610

Kendall County
Planning, Building & Zoning
111 West Fox Street
Yorkville, Illinois 60560
Phone: (630) 553-4141

B. PUBLIC POSTING
The following documents will be supplied to the contractor and must be posted on the Entrance Sign in a prominent place for public viewing until termination of permit coverage has been obtained by filing the Notice of Termination (NOT).

1. Notice of Intent signed in accordance with ILR10.
2. Permit Authorization from the Illinois Environmental Agency (IEPA).
3. Construction Site Notice.

The location of the SWPPP must be clearly visible.

C. RETENTION OF RECORDS
A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during the duration of the project (until NOT is filed) and kept in the permanent project records of the Contractor for at least three years following submittal of the Notice of Termination (NOT).

D. CONTRACTOR/SUB-CONTRACTOR LIST
The Contractor must provide names and addresses of all sub-contractors working on this project who will be involved with the major construction activities that disturb site soil. This information must be kept with the SWPPP.

E. CONTRACTOR/SUB-CONTRACTOR CERTIFICATION FORM
The Contractor and all sub-contractors involved with ground disturbing or installation and maintenance of any Best Management Practice (BMP) on site must sign a copy of the Contractor Certification that will be supplied to the Contractor. This information must be kept with the SWPPP.

F. INSPECTIONS
At least once every seven calendar days and with 24 hours of a 0.5 in rainfall event, inspections by documented Contractor Compliance Officer must be made to determine the effectiveness of the SWPPP. Local or State agencies have a required inspection form, the both forms must be completed. The SWPPP, including the best management practices implemented on the jobsite, shall be modified as needed to reduce or prevent pollutants from discharging from the site.

An example BMP Inspection Form will be supplied to the Contractor.

A delegation of authority letter authorizing the Contractor Compliance Officer to sign the inspection forms will also be supplied to the Contractor.

The Inspector must be a person familiar with the site, the nature of major construction activities, and qualified to evaluate both overall system performance and individual component performance. The inspector must either be someone empowered to implement revisions to the SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

See Section VII on this sheet for further reporting requirements.

G. SWPPP UPDATES & AMENDMENTS
This SWPPP must be updated each time there are significant modifications to the pollution prevention system or a change of Contractors working on the project that disturb site soils. The SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized on the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addenda, sketches, new sections, and/or revised drawings. The site map showing the locations of all storm water controls must be posted on the site and updated to reflect the progress of construction and changes to the SWPPP. Any control measure that has a hydrologic design component must be updated or amended by the Engineer. Substitution of sediment control BMPs beyond those specified in the SWPPP is considered a hydrologic design component.

H. DISCHARGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES
Discharge of Petroleum products or other hazardous substances into storm water or the storm water (storm sewer) system is subject to reporting and clean up requirements. See section V.B.8 of this SWPPP for State and local information on reporting spills. Refer to the General Permit for additional information.

I. NOTICE OF TERMINATION
Once the site reaches final stabilization as defined in the General Permit, with all permanent erosion and sedimentation controls installed and all temporary erosion and sedimentation controls removed, the Contractor and Owner's representative must complete a final inspection. Upon approval by the Owner's representative, the Owner and Contractor, as applicable, must complete and submit a NOT.

J. CONTRACTORS RESPONSIBILITY
This SWPPP intends to control water-bourne and liquid pollutant discharges by some combination of interception, sedimentation, filtration, and containment. The Contractor and sub-contractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals. The Contractor is ultimately responsible for all site conditions and permit compliance.

K. LOG OF CONSTRUCTION ACTIVITY
A record of dates when major ground-disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated or completed must be maintained until the NOT is filed. A log for keeping such records is included. Controls must be in place down gradient of any ground-disturbing activities prior to the commencement of construction and noted on the Site Map and Record of Stabilization and Construction Activity Dates.

2. INTRODUCTION

This SWPPP includes the elements necessary to comply with the natural baseline general permit for construction activities administered by the US Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) program, the NPDES Permit No. ILR10 for the State of Illinois, and all Local governing agency requirements. This SWPPP must be implemented at the start of construction.

Construction phase pollutant sources anticipated at the site are disturbed (bare) soil, vehicle fuels and lubricants, chemicals associated with building construction, and building materials. Without adequate control there is a potential for each type of pollutant to be transported by storm water.
Project construction will consist primarily of site grading, utility service connections, and site paving to facilitate construction.

A. PURPOSE
A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters. The purpose of this SWPPP is to provide guidelines for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.

B. SCOPE
This SWPPP must be implemented before construction begins on the site. It primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. The SWPPP will terminate when disturbed areas are stabilized, permanent erosion and sedimentation controls are installed, temporary erosion and sedimentation controls are removed, construction activities covered herein have ceased, and a completed Notice of Termination (NOT) is transmitted to the governing agency.

3. PROJECT DESCRIPTION

Described below are the major construction activities that are subject of this SWPPP. Also included in the sequence are BMP installation activities that must take place prior to construction activities. NOTE: Down slope protective measures must always be in place before soil is disturbed. Activities are presented in the order (sequence) they are expected to be completed.

All activities and time frames (beginning and ending dates) shall be noted on the Site Map. The sequence of construction is as follows:

Upon implementation and installation of the following areas: trailers, parking, lay down, porta-poty, wheel wash, concrete washout, mason's area, fuel and material storage containers, solid waste containers, etc., immediately denote them on the Site Maps and note any changes in location as they occur throughout the construction process.

Typical Stage of Construction, items shall be added or deleted as needed for each individual project.

Phase I
1. Install stabilized construction entrance and SWPPP Entrance Sign.
2. Install silt fence(s) on the site (clear only those areas necessary to install silt fence).
3. Install inlet protection on existing inlets.
4. Prepare temporary parking and storage area.
5. Install and stabilize hydraulic control structures (dikes, swales, check dams, etc.).
6. Begin grading the site.
7. Start construction of building pad and structures.

Phase II
7. Temporarily seed, throughout construction, denuded areas that will be inactive for 14 days or more.
8. Install utilities, underdrains, storm sewers, curbs and gutters.
9. Install inlet protection at all storm sewer structures as each inlet structure is installed.
10. Permanently stabilize areas to be vegetated as they are brought to final grade.
11. Prepare site for paving.
12. Pave site.
13. Install appropriate inlet protection devises for paved areas as work progresses.
14. Complete grading and installation or permanent stabilization over all areas including outlots.
15. Call Engineer after the site appears to be fully stabilized for inspection.
16. Remove all temporary erosion and sediment control devices after approval of the Engineer and stabilize any areas disturbed by the removal of the BMP.

NOTE: The Contractor may complete construction-related activities concurrently only if all preceding BMPs have been completely installed.

The actual schedule for implementing pollutant control measures will be determined by project construction progress and recorded by the Contractor on the Soil Erosion/Sediment Control Operation Time Schedule on the Erosion and Sediment Control Plans. Down slope protective measures must always be in place before soil is disturbed.

4. SITE DESCRIPTION

1. Site description
Site construction activities consist of general grading of site, construct detention pond, building and parking lot with finish grading and landscaping.

2. Total area of site = 25.88 acres
Total disturbed area on site = 22.00 acres

3. Estimated site runoff coefficient after construction activities are complete: CN=73.

4. Site map included Indicating existing & proposed slopes across site is included in SWPPP.

5. Site drainage is received by Blackberry Creek located south of the development.

5. STORM WATER POLLUTION PREVENTION MEASURES AND CONTROLS

A variety of storm water pollutant controls are recommended for this project. Some controls are intended for function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers and permanent storm retention ponds (which can also function as temporary sediment basins). Permanent stabilization will be accomplished in all disturbed areas by covering the soil with pavement, building foundation, vegetation, or other forms of soil stabilization.

A. EROSION AND SEDIMENT CONTROLS

1. Soil Stabilization
The purpose of soil stabilization is to prevent soil from eroding and leaving the site. In the natural condition, soil is stabilized by native vegetation. The primary technique to be used at this project for stabilizing site soils will be to provide a protective cover of grass, pavement, or building structure.

a) Temporary Seeding or Stabilization – All denuded areas that will be inactive for 14 days or more, must be stabilized temporarily with the use of fast-germinating annual grass/grain varieties, straw/hay mulch, wood cellulose fibers, tackifiers, netting or blankets.

b) Permanent Seeding or Sodding – All areas at final grade must be seeded or sodded within 14 days after completion of work in any area. The entire site must have permanent vegetative cover established in all areas not covered by hard surfaces. The completion of all soil disturbing activities on site. Areas not at final grade but which will not be disturbed for longer than within 48 hours of inspection. The Inspection reports must be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.
areas should generally be protected with mulch or a rolled erosion control product. All areas to be sealed will have topsoil and other soil amendments as specified on the Landscape Plan.

2. Structural Controls

a) Silt Fence – Silt fence is a synthetic permeable woven or non-woven geotextile fabric incorporating metal support stakes at intervals sufficient to support the fence (5-feet maximum distance between posts), water, and sediment retained by the fence. The fence is designed to retain sediment-laden storm water and allow settlement of suspended soils before the storm water flows through the fabric and discharges off-site. Silt fence shall be located on the contour to capture overland, low-velocity sheet flows. The Contractor may utilize triangular silt dike and/or non-wire backed silt fence as intermediate BMPs. Install silt fence at a fairly level grade along the contour with the ends curved uphill to provide sufficient upstream storage volume for the anticipated runoff. Drainage areas shall not exceed ½ acre per 100 feet of silt fence for slopes less than 2 percent.

b) Construction Exit – All access points from the pubic street into the construction site shall include a construction exit composed of course stone to the dimensions shown on the Existing Conditions and Demolition Plan. The rough texture of the stone helps to remove clumps of soil adhering to the construction vehicles tires through the action of vibration and jarring over the rough surface and the friction of the stone matrix against soils attached to vehicle tires.

In addition to the stone at the construction exit, it may be necessary to install devices such as pipes (cattle guard) to increase the vibration and jarring. It may also be necessary to install a wheel wash system. If this is done, a sediment trap control must be installed to treat the wash water before it discharges from the site.

All site access must be confined to the Construction Exit(s). Barricade, sufficient to prevent use, any locations other than Construction Exit(s) where vehicles or equipment may access the site.

c) Storm Sewer Inlet Protection – Curb and grated inlets are protected from the intrusion of sediment through a variety of measures as shown on the details included in the Construction drawings. The primary mechanism is to place controls in the path of flow sufficient to slow the sediment-laden water to allow settlement of suspended soils before discharging into the storm sewer. It is possible that as construction progresses from storm sewer installation through paving that the inlet protection devices should change. All inlet protection devices create ponding of storm water. This should be taken into consideration when deciding on which device or devices should be used.

d) Inspection and any necessary cleaning of the underground storm system shall be included as part of this swppp.

C. CONSTRUCTION PHASE "BEST MANAGEMENT PRACTICES" (BMPs)
During the construction phase, the Contractor shall implement the following measures:

1. Materials resulting from the clearing and grubbing or excavation operations shall be stockpiled up slope from adequate sedimentation controls. Materials removed to an off-site location shall be protected with appropriate controls and property permitted.

2. The Contractor shall designate areas on the Site Map for equipment cleaning, maintenance, and repair. The Contractor and sub-contractors shall utilize such designated areas. Cleaning, maintenance, and repair areas shall be protected by a temporary perimeter berm, shall not occur within 150 feet of any waterway, water body or wetland, and in areas located as far as practical from storm water inlets.

3. Use of detergents for large scale washing is prohibited (i.e. vehicles, buildings, pavement, surfaces, etc.).

4. Chemicals, paints, solvents, fertilizers, and other toxic materials must be stored in waterproof containers. Except during application, the containers, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed of at an approved solid waste and chemical disposal facility.

D. OFF-SITE FACILITIES IN THE OPERATIONAL CONTROL OF THE CONTRACTOR
Wherever dirt, rock, or other materials are imported to the construction site or exported for placement in areas off of the primary construction site, the Contractor is responsible for determining that all storm water permitting and pollution control requirements are met for each site which receives such materials or from which site materials are taken. Prior to the disturbance of any such site, the Contractor will confirm that the operators of the site they are
importing to or exporting from have properly obtained all required permits, and will comply with all laws, regulations and permit conditions applicable to such sites.

At a minimum, each off-site area that provides or receives material or is disturbed by project activities must implement erosion and sediment control measures consisting of perimeter controls on all down slope and side slope boundaries and must also provide for both temporary stabilization and for permanent re-vegetation after all disturbances has ended.

6. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with any guidelines set forth by Local regulatory agencies. The Contractor shall maintain documents evidencing such compliance in this SWPPP.

5. INSPECTIONS AND SYSTEM MAINTENANCE

Between the time this SWPPP is implemented and final Notice of Termination has been submitted, all disturbed areas and pollutant controls must be inspected weekly and within 24 hours of the end of a storm event 0.5 inches or equivalent snowfall. The purpose of site inspections is to assess performance of pollutant controls. The inspections will be conducted by the Contractor's Site Superintendent. Based on these inspections, the Contractor will decide whether it is necessary to modify this SWPPP, add or relocate controls, or revise or implement additional Best Management Practices in order to prevent pollutants from leaving the site via storm water runoff. The Contractor has the duty to cause pollutant control measures to be repaired, modified, supplemented, or take additional steps as necessary in order to achieve effective pollutant control.

Examples of specific items to evaluate during site inspections are listed below. This list is not intended to be comprehensive. During each inspection, the inspector must evaluate overall pollutant control system performance as well as particular details of individual system components. Additional factors should be considered as appropriate to the circumstances.

A. CONSTRUCTION EXIT AND TRACK OUT
Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction exit shall be constructed where vehicles enter and exit. Exits shall be maintained or supplemented with additional rock as necessary to prevent the release of sediment from vehicles leaving the site. Any sediment deposited on the roadway shall be swept as necessary throughout the day or at the end of everyday and disposed of in an appropriate manner. Sediment shall NOT be washed into storm sewer systems.

B. SEDIMENT CONTROL DEVICES
Sediment barriers, traps and basins must be inspected and they must be cleaned out at such time as their original capacity has been reduced by 50 percent. All material excavated from behind sediment barriers or in traps and basins shall be incorporated into on-site soils or spread out on an upland portion of the site and stabilized. Additional sediment barriers must be constructed as needed.

C. MATERIAL STORAGE AREAS
Inspections shall evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system or discharge from the site. If necessary, the materials must be covered or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas. All State and Local regulations pertaining to material storage areas will be adhered to.

D. VEGETATION
Grassed areas shall be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization once all areas are covered with building foundation or pavement, or have a stand of grass with a minimum of 70 percent density or greater over the entire vegetated area in accordance with the General Permit requirements. The vegetative density must be maintained to be considered stabilized. Area must be watered, fertilized, and reseeded as needed to achieve this requirement.

E. DISCHARGE POINTS
All discharge points must be inspected to determine whether erosion and sediment control measures are effective in preventing discharge of sediment from the site or impacts to receiving waters.

The Inspection Report Form must identify all deficiencies, any corrections, whether they are identified during the current inspection or have occurred since the previous inspection, and any additional comments. Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made immediately but no longer than within 48 hours of inspection. The Inspection reports must be completed and additional information should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.

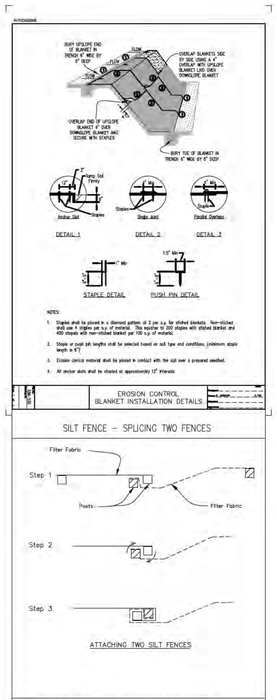
The Inspection Report Form must summarize the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this SWPPP, and actions taken in accordance with section 4.b shall be made and retained as part of the plan for at least six years after the date of the inspection. The report shall be signed in accordance with Part VI.G of the General Permit.

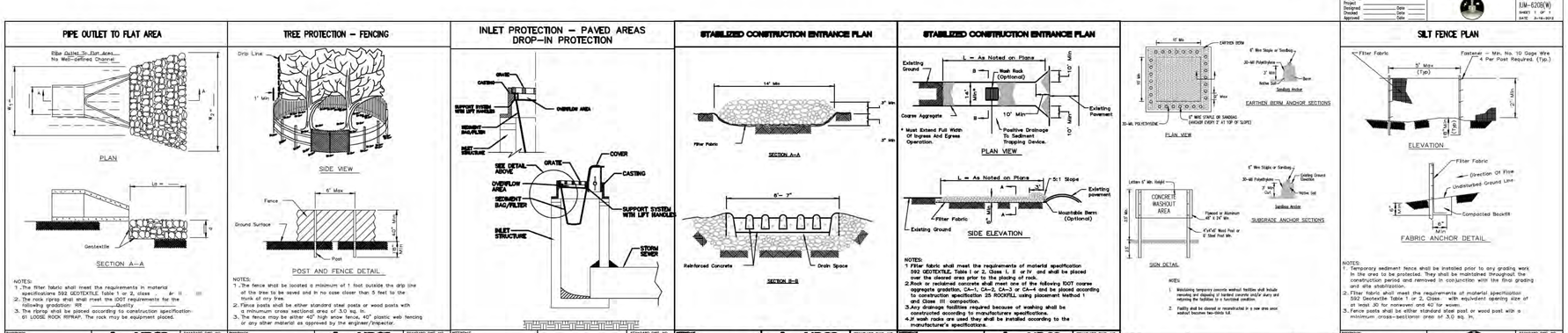
If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Contractor's Compliance Officer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Contractor's Compliance Officer shall us forms provided by the IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted in noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with part VI.G of the General Permit. The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
P.O. Box 19276
Springfield, IL 62794-9276

Ultimately, it is the responsibility of the General Contractor to assure the adequacy of site pollutant discharge controls. Actual physical site conditions or Contractor practices could make it necessary to install more structural controls than are shown on the plans. For example, Localized concentrations of runoff could make it necessary to install additional sediment barriers. Assessing the need for additional controls and implementing them or adjusting existing controls will be a continuing aspect of this SWPPP until the site achieves final stabilization. Any modifications, additions or deletions of sediment control devices must be approved by the Engineer through written communications.

CONCRETE WASH-OUT NOTE:
CONCRETE WASHOUT SHOULD BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHOULD NOT BE ALLOWED TO ENTER WATER BODIES, STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ANY WASTE SHOULD BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHOULD BE DESIGNATED WITH PROPER SIGNAGE. FAILURE TO COMPLY COULD RESULT IN AN INCIDENCE OF NONCOMPLIANCE (ION).





TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **STORM WATER POLLUTION PREVENTION PLAN**

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PROJECT NO.	23 555 01
SCALE:	NTS
DATE:	JAN 22, 2024
SHEET NO.	4
	OF 12 SHEETS

NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

GALENA ROAD
(120' Right of Way)

CULVERT
INV S: 649.80 (18" CMP)

CULVERT
INV N: 649.95
(18" CMP)

SITE BENCHMARK 2
NW ARROW BOLT ON HYDRANT
ELEV=655.07

WATER VALVE VAULT RIM:
652.26
T/P N/S: 646.26

CANNONBALL TRAIL

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

LS AREA

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
2" S INV = TBD

PHASE 1 PARKING
ASPHALT

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED 42" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 36 L.F.
15" CL IV RCP @ -0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 15" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 646.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED 42" FES
PER KENDALL COUNTY
INV = 645.34

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 645.34

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 420 L.F.
8" HDPE PVC PIPE

PROPOSED 2' INLET #4
RIM = 648.40
15" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.89

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

STA 103+22.10

PROPOSED SEPTIC FIELD

CULVERT
INV E: 645.31
(36" CMP)

CULVERT
INV S: 647.51 (12" CMP)

CULVERT
INV N: 646.35 (12" CMP)

CULVERT
INV S: 649.72 (12" CMP)

CULVERT
INV N: 649.76 (12" CMP)

FOX METRO 24" SANITARY INTERCEPTOR

SANITARY MANHOLE
RIM: 653.99
24" INV N: 634.89
24" INV E: 634.89

SITE BENCHMARK 1
NW ARROW BOLT ON HYDRANT
ELEV=652.53

WATER VALVE VAULT RIM:
650.79
T/P E/W: 644.84

−60 0 60 120
SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

OVERALL CIVIL SITE PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 5 OF 12 SHEETS

GALENA ROAD
(120' Right of Way)

FOX METRO 24" SANITARY INTERCEPTOR

CANNONBALL TRAIL

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

UNFARMED AREA

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

PROPOSED 24' DRIVE AISLE

21 - 9'x20' STALLS

FUTURE PARKING

PHASE 1 PARKING
ASPHALT

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
6" S INV = TBD

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 420 L.F.
12" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 18" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 49" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 2' INLET #4
RIM = 648.40
15" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

LS AREA

-40 0 40 80
SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 6 OF 12 SHEETS

PROPOSED 6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 420 L.F.
27" HDPE SMC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 15" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 40' FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 2' INLET #4
RIM = 648.40'
15" INV = 646.50

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

PROPOSED 24' DRIVE AISLE

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

FUTURE PARKING

PROPOSED SEPTIC FIELD

CONCRETE PARKING LOT

RETENTION BASIN

CROP LAND
(CUT AND PLOWED CORN)

CROP LAND
(CUT CORN)

SANDBALL TRAIL

STA 103+22.10

NEW PROPERTY LINE PER KENDALL COUNTY

50' Setback Building Line

CULVERT
(12" CMP)
INV S: 647.51

CULVERT
(12" CMP)
INV N: 648.35

GRAVEL ENTRANCE

FLARED END SECTION
INV SE: 648.72 (12" RCP)

FLARED END SECTION
INV NW: 648.66 (12" RCP)

STORM CATCH BASIN
CLOSED LID
RIM: 1653.78
SUMP: 1646.38
INV NW: 648.78 (4" RESTR IN 12" RCP)
INV SE: 648.78 (12" RCP)

CONCRETE
OVERFLOW WALL
ELEV=651.14

GARAGE
FF=654.78

SEPTIC EQUIPMENT

PROPANE TANK

HVAC PAD

CHURCH
FF=653.49

-40 0 40 80
SCALE IN FEET

TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	REVISIONS	NO.	DATE	NOTES
		1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
		2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24
PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **CIVIL SITE PLAN - SOUTH**	PROJECT NO. 23 555 01 SCALE: 1" = 40' DATE: JAN 22, 2024	SHEET NO. 7 OF 12 SHEETS

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

50' Setback Building Line

YORKVILLE 16" WATERMAIN

CANNONBALL TRAIL

NEW PROPERTY LINE BY KENDALL COUNTY

PROPOSED 24' DRIVE AISLE

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

21 - 9'x20' STALLS

PHASE 1 PARKING

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED 42" YES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

STA 103+22.10

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

LS AREA

SCALE IN FEET
40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
OVERALL GRADING PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 40'
DATE: JAN 22, 2024

SHEET NO. 8 OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

YORKVILLE 16" WATERMAIN

50' Setback Building Line

50' Setback Building Line

PROP'D WELL

HVAC UNIT

PROPOSED YMCA BUILDING
FF = 652.00

COURT 1

GYMNASIUM

COURT 2

COURT 3

3 LANE WALKING TRACK

VEST

ELEC.

RECEIVING

MECH.

SPRINK.

MENS LOCKER ROOM

CORRIDOR

STOR. 317 SF

WOMENS LOCKER ROOM

CUST. 95 SF

TLT

FAMILY LOCKER ROOM

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE POOL

FUTURE POOL

FUTURE DIVING

CUSTODIAL

IT

STOR

GYM STOR

STOR

STOR BLDG

LOBBY

W. TLT.

M. TLT.

MULTI-PURPOSE

MULTI-PURPOSE

MIRROR

CORRIDOR

GYM STORAGE

GROUP EX

STORAGE

OUTDOOR CLASSROOM SPACE

CORRIDOR

FUTURE DAYCARE

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

CORRIDOR

WTG AREA

RECEPTION AREA

EXIT CORRIDOR

OPEN OFFICE

TLT

STOR.

WELLNESS CENTER

LNDRY

STOR.

STOR.

KIDS ZONE

STOR.

TLT

TLT

PLAYGROUND

WTG AREA

OFFICE

CONF

VEST

VEST

LS AREA

LS AREA

LS AREA

PROPOSED 8' SIDEWALK

FUTURE - 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

21 - 9'x20' STALLS

FUTURE PARKING

PROPOSED 5' SIDEWALK

PROPOSED DUMPSTER ENCLOSURE 6' WOOD FENCE

PHASE 1 PARKING

DRIVE AISLE

SCALE IN FEET

TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **GRADING PLAN - NORTH**

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024
SHEET NO.	9
	OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL

50' Setback Building Line

PROPOSED 24' DRIVE AISLE

PHASE 1 PARKING ASPHALT

PROPOSED 42" FES PER KENDALL COUNTY INV = 645.32

PROPOSED 18" CULVERT PER KENDALL COUNTY INV = 645.89

PROPOSED ASPHALT ENTRANCE PER KENDALL COUNTY

PROPOSED 18" CULVERT PER KENDALL COUNTY INV = 646.09

FUTURE PARKING

STA 103+22.10

CANNONBALL TRAIL

REQ'D 100YR HWL = 648.15 PROVIDED OVERFLOW @ EOP = 648.90

PROPOSED

100 YR STO
= 7.08 AC-

100 YR STO
W/DEPRESS
= 9.13 AC-

POND OVER

100 YR HW

SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
GRADING PLAN - SOUTH

PROJECT NO. 23 555 01
SCALE: 1" = 20'
DATE: JAN 22, 2024

SHEET NO. 10 OF 12 SHEETS

GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.

7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.

8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.L.I.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.

9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.

10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ONSITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.

14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES. THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.

2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14 AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.

3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.

4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.

5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.

6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.

7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.

8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.

9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.

10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.

11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.

12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8' POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.

14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.

2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.

5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.

6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.

7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.

9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.

10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).

11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.

12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.

13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.

2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.

3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE. AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," CURRENT EDITION.

5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COARSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.

6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.

8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.

9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.

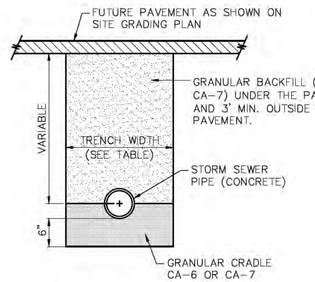
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1095 OF IDOT STANDARD SPECIFICATIONS, OR THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS.

12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.

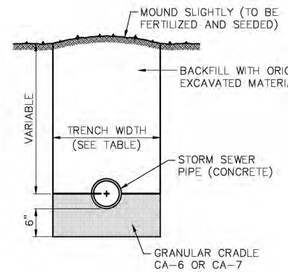
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

INSIDE DIAMETER OF STORM SEWER (INCHES)	MAXIMUM TRENCH WIDTH
6	3'-2"
8	3'-2"
12	3'-4"
15	3'-6"
18	3'-10"
21	4'-4"
24	4'-8"
27	4'-11"
30	5'-3"
36	6'-4"
42	6'-11"
48	7'-6"
54	8'-7"
60	9'-2"
66	9'-9"
72	10'-4"
78	10'-11"
84	11'-6"
90	12'-1"
96	12'-8"
102	13'-3"
108	13'-10"



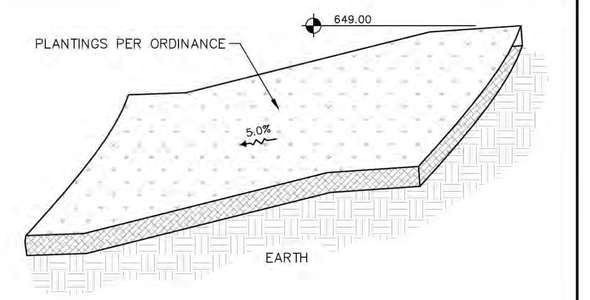
ALL PAVED AREAS

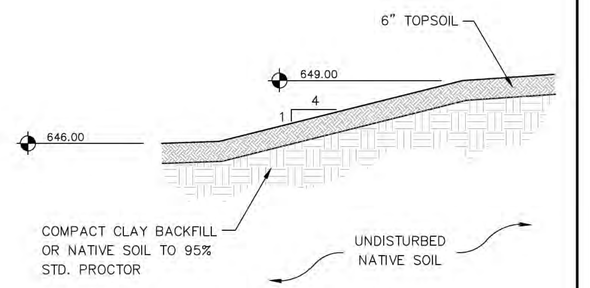


NON-PAVED AREAS

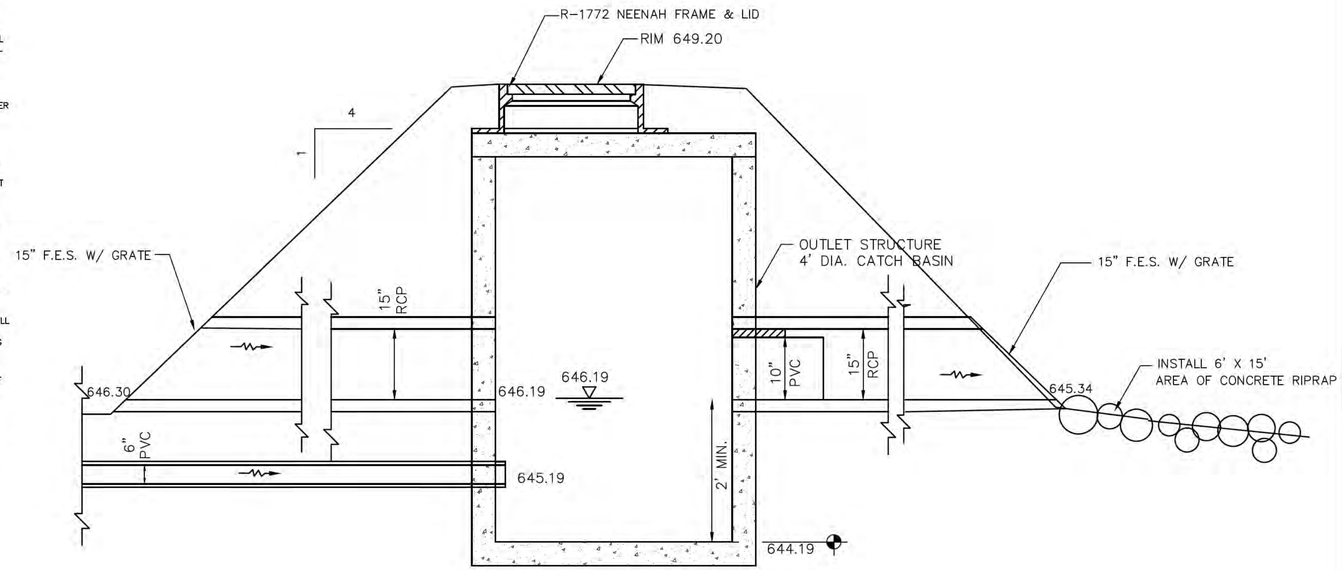
TRENCH DETAILS - STORM SEWER

N.T.S.





ALL DISTURBED AREAS SHALL BE SEEDED WITH IDOT CLASS 1A SEEDMIX



OUTFALL STRUCTURE WITH PVC RESTRICTOR

N.T.S.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS

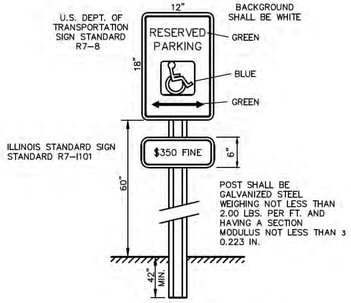
TEBRUGGE ENGINEERING

TITLE: DETENTION POND CROSS SECTION

DATE:
DATE:
DATE:
DATE:

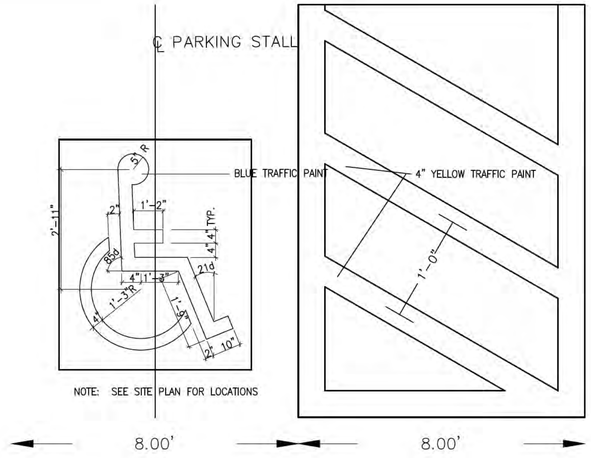
PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 11 OF 12 SHEETS



LOCATE SIGN AT EACH END OF HANDICAP PARKING AREA, 2 FT. FROM EDGE OF PAVEMENT

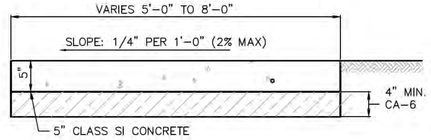
HANDICAP PARKING SIGN



NOTE: SEE SITE PLAN FOR LOCATIONS

HANDICAPPED PARKING DETAIL

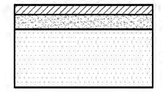
N.T.S.



NOTES:
1. INSTALL TOOL JOINTS EVERY 5' CONCRETE TO BE 6" THICK AT DRIVEWAYS.
2. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

SIDEWALK

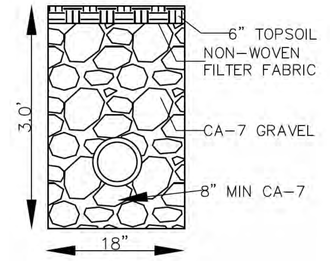
N.T.S.



1 1/2" HMA IL-9.5, N-50 SURFACE COURSE
2 1/2" HMA IL-19, N-50 BINDER COURSE

10" AGGREGATE COURSE, TYPE A, CA-6

TYPICAL PAVEMENT DETAIL

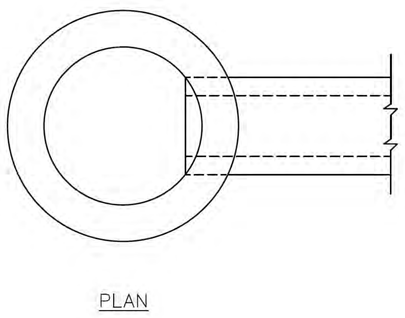


POND DRAINTILE DETAIL
NTS

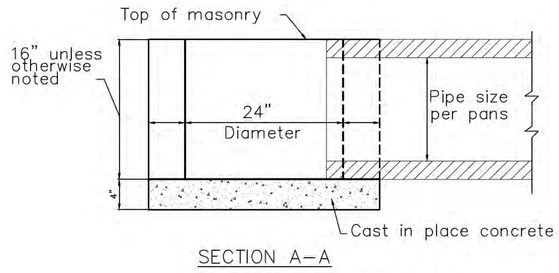
PRECAST REINFORCED CONCRETE FLARED END SECTION

PIPE DIA.	APPROX. QTY. LBS.	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12	530	2	4	24	4'-0 7/8"	6'-0 7/8"	24	2	9	1:2.4
15	740	2 1/4	6	27	3'-10"	6'-1"	30	2 1/4	11	1:2.4
18	990	2 1/2	9	27	3'-10"	6'-1"	36	2 1/2	12	1:2.4
21	1280	2 3/4	9	35	38	6'-1"	3'-6"	2 3/4	13	1:2.4
24	1520	3	9 1/2	3'-7 1/2"	30	6'-1 1/2"	4'-0"	3	14	1:2.5
27	1930	3 1/4	10 1/2	4'-0"	25 1/2	6'-1 1/2"	4'-6"	3 1/4	14 1/2	1:2.4
30	2190	3 1/2	12	4'-6"	19 3/4	6'-1 3/4"	5'-0"	3 1/2	15	1:2.5
33	3200	3 3/4	13 1/2	4'-10 1/2"	39 1/4	8'-1 3/4"	5'-6"	3 3/4	17 1/2	1:2.5
36	4100	4	15	5'-3'	34 3/4	8'-1 3/4"	6'-0"	4	20	1:2.5
42	5380	4 1/2	21	5'-3"	35	8'-2"	6'-6"	4 1/2	22	1:2.5
48	6550	5	24	6'-0"	26	8'-2"	7'-0"	5	22	1:2.5
54	8240	5 1/2	27	5'-5'	35	8'-4"	7'-6"	5 1/2	24	1:2.0
60	8730	6	35	5'-0"	39	8'-3"	8'-0"	5	*	1:1.9
66	10710	6 1/2	30	6'-0"	27	8'-3"	8'-6"	5 1/2	*	1:1.7
72	12520	7	36	6'-6"	21	8'-3"	9'-0"	6	*	1:1.8
78	14770	7 1/2	36	7'-6"	21	9'-3"	9'-6'	6 1/2	*	1:1.8
84	18160	8	36	7'-6 1/2"	21	9'-3 1/2"	10'-0"	6 1/2	*	1:1.6

* RADIUS AS FURNISHED BY MANUFACTURER



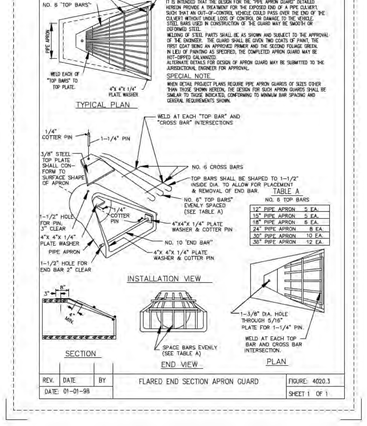
PLAN

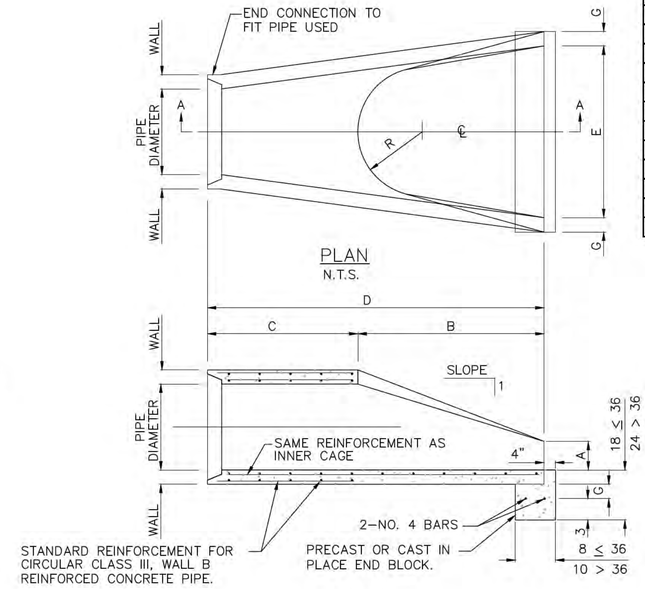


SECTION A-A

TYPE A INLET

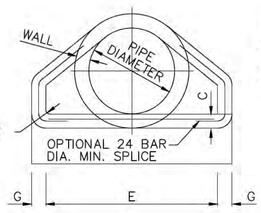
N.T.S.





SECTION A-A

N.T.S.



END VIEW

N.T.S.

GENERAL NOTES

ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNITS OF HORIZONTAL DISPLACEMENT (V:H).

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SHOWN.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS II

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 12 OF 12 SHEETS

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2020-45

AN ORDINANCE APPROVING SETTLEMENT AND JUDGMENT ORDER
IN THE MATTER OF FOX VALLEY YMCA, INC. vs. UNITED CITY OF YORKVILLE

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 8th day of September, 2020

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on September 16, 2020.

Ordinance No. 2020-45

AN ORDINANCE APPROVING SETTLEMENT AND JUDGMENT ORDER
IN THE MATTER OF FOX VALLEY FAMILY YMCA, INC. vs. UNITED CITY OF YORKVILLE

WHEREAS, in 2001, the United City of Yorkville, Kendall County, Illinois (the "*City*") annexed approximately 633 acres of territory, 27.15 acres of which was acquired by the Fox Valley Family YMCA, Inc. in 2014 and 2015 (the "*Plaintiff*"); and,

WHEREAS, the Plaintiff petitioned the City to de-annex the 27.15 acres from the City on the basis that the de-annexation of this area would not disrupt any municipal services, result in the isolation of any properties within the City's boundaries, disrupt growth prospects or result in a loss of revenue; and,

WHEREAS, the City maintained that it was not in the best interest to permit the de-annexation and the Plaintiff commenced legal proceedings before the Circuit Court of Kendall County, Illinois; and,

WHEREAS, after many discussions regarding the future use of this acreage, the Plaintiff and the City have agreed on terms to settle the matter of de-annexation as proposed in the Settlement and Judgment Order attached hereto and made a part hereof; and,

WHEREAS, the Mayor and City Council have reviewed the proposed Settlement and Judgment Order and believe it to be in the best interests of the City to proceed with the settlement of this matter in accordance with the terms set forth therein.

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 Settlement and Judgment Order by and between the Fox Valley Family YMCA, Inc., an Illinois not-for-profit corporation, Plaintiff, and The United City of

Yorkville, an Illinois corporation in the form attached hereto and presented to this meeting is hereby approved and the Mayor is hereby authorized to execute said Agreement.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 8th day of September, A.D. 2020.

Lisa Pickering
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
JACKIE MILSCHEWSKI	NAY	ARDEN JOE PLOCHER	AYE
CHRIS FUNKHOUSER	NAY	JOEL FRIEDERS	AYE
SEAVER TARULIS	AYE	JASON PETERSON	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 15th day of SEPTEMBER, A.D. 2020.

MAYOR

Attest:

Lisa Pickering
CITY CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

202000019710
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 10/6/2020 03:13 PM
ORD: 57.00 RHSPS FEE: 10.00
PAGES: 7

IN THE CIRCUIT COURT FOR THE TWENTY THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

FILED IN OPEN COURT
OCT 01 2020
ROBYN INGEMUNSON
CIRCUIT CLERK KENDALL CO.

FOX VALLEY FAMILY YMCA, Inc., an Illinois not-for-profit corporation,

Plaintiff,

v.

THE UNITED CITY OF YORKVILLE, an Illinois municipal corporation,

Defendant.

Case No. 2016 MR 162

SETTLEMENT AND JUDGMENT ORDER

THIS CAUSE having come on to be heard by this Honorable Court by and through Plaintiff's Attorney, Law Offices of Daniel J. Kramer and Defendant having been represented by Michelle LaGrotta; and the Court having considered the positions of the parties in various Pre-trials; and the parties arriving at a settlement of all issues in this cause, hereby agree to enter into this Settlement Agreement and Judgment Order by Consent:

SETTLEMENT AGREEMENT

In total settlement of the issues between the parties hereby agree as follows:

A. Plaintiff and Defendant agree that the subject real property owned by the Fox Valley Family YMCA, Inc., as described in the attached *Exhibit A*, and located within the United City of Yorkville, Bristol Township, Kendall County, Illinois (the "*Subject Property*"), shall be de-annexed from the City limits of the United City of Yorkville, subject to the following conditions:

1. Unless one of the exemptions as hereinafter stated in paragraph 3 shall apply, the Plaintiff agrees that in the event the Plaintiff sells, conveys, leases, gifts or transfers title to the Subject Property or at any time hereafter sells, conveys, leases, gifts or transfers any portion of the Subject Property, the Plaintiff shall, prior to any such sale, conveyance, lease, gift or transfer, join with the grantee or lessee (as the case may be) to petition the United City of Yorkville to annex the Subject Property to the United City of Yorkville or prior to the sale, conveyance, lease, gift or transfer of any portion of the Subject Property, Plaintiff shall join with the grantee or lessee to petition the United City of Yorkville to annex such portion of the Subject Property to the United City of Yorkville without any conditions, it being understood that the Plaintiff, its successors and assigns and the grantee or the lessee shall not withdraw any petition to annex the Subject Property or any portion thereof. In the event the transfer of title to the Subject Property, or any portion thereof, does not occur, for any reason, the Subject Property shall be de-annexed once again.

2 Upon annexation, the Subject Property or any portion thereof shall be zoned B-3 under the Yorkville Municipal Code.

3. The following transactions shall be exempt from the provisions in paragraph 1 above:

(i) any lease of a room or rooms within a structure owned by the Plaintiff or the lease of a structure owned by the Plaintiff to an organization rendering services in furtherance of the Plaintiff's mission ;

(ii) any sale, conveyance, lease, gift or transfer to a not-for-profit organization providing services as provided by the Plaintiff, it being understood that such not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer; or,

(iii) any conveyance resulting from a merger of the Plaintiff with another not-for-profit organization which new entity shall provide the services as provided by the Plaintiff, it being understood that the new not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer.

2. Plaintiff and Defendant shall each be responsible for payment of their respective Attorney's fees and costs incurred in this action.

B. This Settlement Agreement shall run with the land and be binding upon the successors and assigns of each party hereto.

Fox Valley YMCA, Inc.

Authorized Representative

Daniel J. Kramer, Law Offices of
Daniel J. Kramer, Attorney for
Plaintiff

United City of Yorkville, an Illinois
municipal corporation

Mayor

Attest:

City Clerk

Michelle LaGrotta, Attorney for the
United City of Yorkville

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

OFFICIAL SEAL
JORI M BEHLAND
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/22/20

This instrument was acknowledged before me this 15th day of September, 2020, by
John Purcell

Notary Public

My Commission Expires:

11/22/20

This instrument was prepared by and after recording, mail this instrument:

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com

October 2, 2020

John F. McAdams

Exhibit "A"

Parcel ID(s): 02-10-300-010 7.89 Acres Vacant Land, Yorkville, Illinois 60560

That part of the Southwest Quarter of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, in the Township of Bristol, Kendall County, Illinois, described as follows:

Commencing at the Southwest corner of the North Half of the Southwest Quarter of Section 10; thence North along the West line of said Section 2327.17 feet to the centerline of Galena Road (formerly known as Blackberry and Little Rock Road), thence Southeasterly along said centerline to the Northerly extension of the East line of Cannonball Trail per Document Number 99886 for the point of beginning; thence continuing Southeasterly along said centerline, to the East line of the Southwest Quarter of said Section; thence continuing Southeasterly along said centerline, 251.46 feet; thence South parallel with the East line of said Southwest Quarter, to a line parallel with and 385.00 feet Southwesterly of, as measured at right angles to, the center line of Galena Road; thence Northwesterly along said parallel line to the Easterly line of Cannonball Trail per Document Number 99886; thence Northeasterly along said Easterly line and the Northeasterly extension thereof, to the point of beginning;

Except that part falling in the following described property: That part of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of the lands conveyed to Jerry W. Rider by Warranty Deed dated October 15, 1911, recorded as Document Number 887135 with a line that is 35 feet Southerly and parallel with the centerline of Galena Road; thence South 01 degrees 14 minutes 59 seconds East 380.07 feet along said West line to the point of beginning; thence South 01 degrees 14 minutes 59 seconds East, 686.83 feet along said West line; thence South 87 degrees 52 minutes 17 seconds West, 1179.64 feet to a line that is 35 feet Easterly and parallel with the center line of Cannonball Trail; thence North 11 degrees 32 minutes 00 seconds East, 1120.36 feet along said parallel line; thence South 39 minutes 22 seconds East, 1009.05 feet to the point of beginning.

AND

Parcel ID(s): 02-10-300-014 19.26 Acres Vacant Land, Yorkville, Illinois 60560

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 2661.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST ¼ 117.50 FEET TO THE CENTER LINE OF GALENA ROAD AS MONUMENTED; THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID CENTER LINE 254.02 FEET TO A POINT ON A MONUMENTED LINE THAT IS 234.10 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY

THERETO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID PARALLEL LINE, 417.75 FEET TO POINT ON A LINE THAT IS 385.00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID MONUMENTED PARALLEL LINE 686.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 705.38 FEET; THENCE NORTH 0 DEGREES 56 MINUTES 08 SECONDS WEST, 245.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST, 414.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886; THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 699.84 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 442.50 FEET, WHICH CHORD BEARS NORTH 20 DEGREES 11 MINUTES 27 SECONDS EAST, AN ARC LENGTH OF 115.73 FEET; THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY PER VACATION DOCUMENT DATED MAY 14, 2001, 51.75 FEET TO A POINT ON A LINE THAT IS 385.00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF SAID GALENA ROAD; THENCE SOUTH 67 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE 290.55 FEET TO A BEND POINT IN SAID PARALLEL LINE; THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, 703.39 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

April 3, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: YMCA East
Final Engineering Review – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (12 Sheets) dated March 22, 2024, prepared by Tebrugge Engineering.

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 and land surveying 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. The following permits are typically required during final engineering and should be provided to the City when obtained.
    - IEPA NPDES General Construction Permit may be required. The Notice of Intent must be filed with IEPA 30 days prior to the start of construction.
    - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
    - Kendall County Health Department Septic System and Well Permits
    - Kendall County Highway Department Access Permit
2. The following are typically required during final engineering and should be provided:
    a. Photometric Plan
    b. Landscape Plan
    c. Truck turning exhibits for emergency vehicles
    d. Stormwater Report

e. Wetland Report

f. Drain Tile Survey

Final Engineering Plans

Sheet 3 – Stormwater Pollution Prevention Plan

3. Show inlet protection as needed.

4. Show culvert inlet protection as needed.

5. Indicate the areas that require erosion control blanket.

6. Show the location of the concrete washout.

7. Include ditch checks for the proposed swales.

Sheet 4 – Stormwater Pollution Prevention Plan

8. Include a detail for culvert protection.

9. Include a detail for ditch checks.

Sheet 5 – Overall Civil Site Plan

10. Add a data table noting the planned parking spaces.

11. Show hatching for the proposed pavement.

12. Include any proposed pavement striping and signage.

13. The existing City easements should be shown on the plan.

14. The location of the proposed well should be shown.

Sheet 8 – Overall Grading Plan

15. The swale along Cannonball Trail north of the drive aisle should have a 646 contour shown based on the invert of the culverts.

16. The swale along Cannonball Trail south of the drive aisle should have 648 & 647 contours shown based on the invert of the culvert.

17. The Overall Grading Plan does not show all of the grading on the south end of the site.

18. The west corner of the detention basin doesn't have the required foot of freeboard based on the HWL shown.

19. The detention basin overflow will require a concrete curtain wall per the Unified Development Ordinance (UDO).

Sheet 11 – General Notes and Details

20. The detention pond cross section should have the top of bottom elevation at 649.15 if the HWL is 648.15. Show the HWL on the detail as well.

The plans should be revised and resubmitted to our office for review. If you have any questions or require additional information, please call our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
TNP, PGW2, EEI (Via e-mail)

Yorkville Municipal Boundary

Yorkville Planning Boundary

Yorkville/Sugar Grove
Oct. 25, 2016 - Oct. 25, 2036

Yorkville/Oswego
Jan. 25, 2002 - Sept. 1, 2021 *EXPIRED*

Yorkville/Plainfield
Nov. 24, 2020 - Nov. 24, 2040

Yorkville/Montgomery
Nov. 26, 2007 - Nov. 26, 2027

Yorkville/Plano
Feb. 27, 2020 - Feb 27, 2040

SUGAR GROVE
AURORA
47
MONTGOMERY
PLANO
34
71
OSWEGO
126
MILLBROOK
47
71
JOLIET
PLATTVILLE

YORKVILLE SURROUNDING BOUNDARY AGREEMENTS

United City of Yorkville, Illinois

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: June 30, 2020

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Boundary Agreements/Master Boundary Agreement Map

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning & Zoning Commission #3

Tracking Number

PZC 2024-10 & EDC 2024-33

Agenda Item Summary Memo

Title: PZC 2024-10 – Kendall County Petition 24-05 (George S. and Heidi R. Oliver)

Meeting and Date: City Council – May 14, 2024

Synopsis: 1.5-Mile Review of a plat of vacation to vacate the public easements.

Council Action Previously Taken:

Date of Action: PZC – 5/8/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-10 & EDC 2024-33

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez (Name) Community Development (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 9, 2024
Subject: **PZC 2024-05 – George S. and Heidi R. Oliver**
1.5 Mile Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, George S. and Heidi R. Oliver, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 223 and 224) within the Whitetail Ridge subdivision. The purpose of the request is to construct a home in the center of the combined lots. The real property is located at 7709 and 7731 Bentgrass Circle which is generally located at the north of the East Schoolhouse Road (IL Route 126) between Grove Road and Hopkins Road in unincorporated Kendall County.

PROPOSED MOTION

In consideration of the proposed mile and one-half review of Kendall County Petitions 24-05 for a plat of vacation to vacate the public easements between two (2) parcels (Lots 223 and 224) within the Whitetail Ridge subdivision commonly known as7709 and 7731 Bentgrass Circle, the Planning and Zoning Commission recommends to the City Council to not to object to the request.

Action Item:

Millen – aye; Williams – aye; Hyett – aye; Forristall– aye.

4 ayes; 0 nay

ATTACHMENTS

1. Planning & Zoning Commission Memo
2. Application with Attachments

Packet materials from 5/8/24 PZC meeting to follow

Memorandum

To: Planning & Zoning Commission
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: March 13, 2023
Subject: **PZC 2024-05 – George S. and Heidi R. Oliver**
1.5 Mile Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, George S. and Heidi R. Oliver, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 223 and 224) within the Whitetail Ridge subdivision. The purpose of the request is to construct a home in the center of the combined lots. The real property is located at 7709 and 7731 Bentgrass Circle which is generally located at the north of the East Schoolhouse Road (IL Route 126) between Grove Road and Hopkins Road in unincorporated Kendall County.

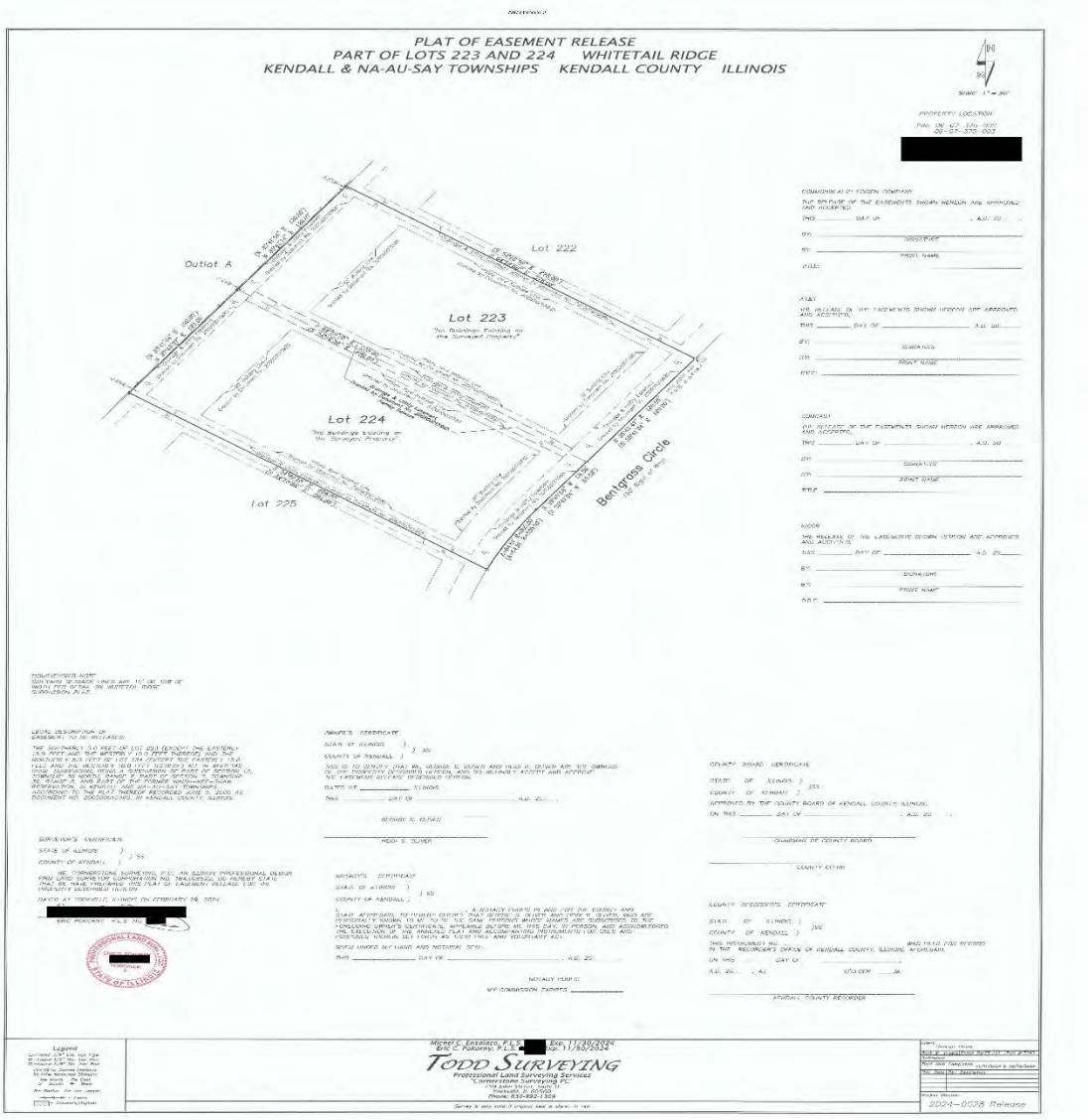
PROPERTY BACKGROUND:

The property is located at 7709 and 7731 Bentgrass Circle in unincorporate Kendall County. The approximately 1.5-acre property, platted as two (2) separate parcels each totaling ~66,960 sq. ft. Currently, the property is unimproved. While the parcel is not immediately adjacent to incorporated Yorkville, it is approximately 1.5 miles to the east of the Prestwick of Ashley Pointe subdivision.



REQUEST SUMMARY:

The petitioners are proposing to vacate the existing combined ten (10) foot drainage and utility easements between Lots 223 and 224 within the Whitetail Ridge for the purpose of constructing a home in the center of the combined lots. The County's engineering consultant, WBK Engineering, reviewed the vacation of the easement from the drainage perspective proposed and does not oppose the request to vacate the easements. The Whitetail Ridge Homeowners Association (HOA) also is agreeable to the request.



YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. This future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced.

The current land use within an open space golf course development and the proposed detached single-family home on a 1.5-acre lot is consistent with Yorkville's Comprehensive Plan land use designation for this property. If approved, the proposed plat of vacation does not alter the land use and maintains its consistency with the areas future land use plans.

STAFF COMMENTS

Staff has reviewed the request for easement vacation and generally does not oppose the request. It will not affect the existing drainage within the planned development. Additionally, the land use is consistent with the City's Comprehensive Plan and the vacation of the drainage and utility easements will not affect the future use of the land as it will remain residential in nature.

Staff is seeking input from the Economic Development Committee as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to the Planning and Zoning Commission at the May 8, 2024 meeting and the City Council at the May 14, 2024 meeting. This item was delivered to the City on March 20, 2024.

PROPOSED MOTION

In consideration of the proposed mile and half review of Kendall County Petition 24-05 for a plat of vacation to vacate the public easements between two (2) parcels (Lots 223 and 224) within the Whitetail Ridge subdivision commonly known as 7709 and 7731 Bentgrass Circle, the Planning and Zoning Commission recommends the City Council to (object or not to object) to the request.

ATTACHMENTS

1. Application with Attachments

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-05
George S. and Heidi R. Oliver
Plat of Vacation of a Drainage and Utility Easement in Whitetail Ridge Subdivision

INTRODUCTION
A ten foot (10') drainage and utility easement presently exists between Lots 223 and 224 in Whitetail Ridge Subdivision. George and Heidi Oliver own the subject lots and would like to construct a home in the center of the combined lots.

SITE INFORMATION

PETITIONER	George S. and Heidi R. Oliver
ADDRESS	7709 and 7731 Bentgrass Circle, Yorkville (Lots 223 and 224 of Whitetail Ridge)
LOCATION	Approximately 0.10 Miles Southwest of the Intersection of Fairview Drive and Bentgrass Circle on the West Side of Bentgrass Circle



TOWNSHIP	Na-Au-Say Township
PARCEL #s	06-07-375-002 and 06-07-375-003
LOT SIZE	1.5 +/- Acres
EXISTING LAND USE	Residential/Vacant
ZONING	RPD-2

LRMP

Current Land Use	Vacant One-Family Residential
Future Land Use	Rural Residential (Max 0.65 Du/Acre)
Roads	Bentgrass is a Township Road classified as a Local Road
Trails	None
Floodplain/ Wetlands	None

REQUESTED ACTION: Vacate a Ten Foot (10') Drainage and Utility Easement Between Lots 223 and 224

APPLICABLE REGULATIONS: Section 7.06 (Subdivision Control Ordinance)

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential	RPD-2	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Vacant Single-Family Residential	RPD-2	Rural Residential	N/A
East	Vacant Single-Family Residential	RPD-2	Rural Residential	N/A
West	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A

The RPD-2 special use is for a golf course.

ACTION SUMMARY

NA-AU-SAY TOWNSHIP
Na-Au-Say Township was emailed information on March 20, 2024.

UNITED CITY OF YORKVILLE
The United City of Yorkville was emailed information on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT
The Bristol-Kendall Fire Protection District was emailed information on March 20, 2024.

GENERAL
The application materials are included as Attachment 1. The plat of vacation is included as Attachment 2. The topographic information is included as Attachment 3.

On March 7, 2024, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 4.

On March 5, 2024, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested easement vacation. This email is included as Attachment 5.

As of March 15, 2024, the Petitioner received approval from all of the utilities accept Comed. An email to that effect was included as Attachment 6.

RECOMMENDATION
Staff recommends approval of the requested easement vacation provided that Lots 223 and 224 remain under the same ownership.

ATTACHMENTS
1. Application Materials
2. Plat of Vacation
3. Topographic Information
4. March 7, 2024, Chismark Email
5. March 5, 2024, Whitetail Ridge HOA Email
6. March 15, 2024, Kramer Email

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Oliver Plat Vacation **FILE #**

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)
George S. Oliver and Heidi R. Oliver

CURRENT LANDOWNER/NAME(s)
George S. Oliver and Heidi R. Oliver

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
	7731 Bentgrass Circle, Yorkville, IL 60560 (Lots 223 and 224 Whitetail Ridge Subdivision)	06-07-375-002 & 06-07-375-003

EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Vacant Residential Lot	PUD	Residential

REQUESTED ACTION (Check All That Apply):

___SPECIAL USE	___ MAP AMENDMENT (Rezone to ___)	___ VARIANCE
___ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	X OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE	___ Major; ___ Minor	

PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Daniel J. Kramer	[redacted]	[redacted]

PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
[redacted]	[redacted]	

ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL

ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.**

SIGNATURE [redacted] DATE

FEE PAID:
CHECK #:

[1] *Primary Contact will receive all correspondence from County*
[2] *Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Date Stamp Here If Checklist Is Complete

202400000919
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 01/26/2024 03:08 PM
RECORDING FEE 57.00
RHSP 19.00
STATE TAX 75.00
COUNTY TAX 37.50
PAGES: 3

WARRANTY DEED

Statutory (Illinois)

THE GRANTOR,
B & B LAND DEVELOPMENT, LLC,
An Illinois Limited Liability Company,

Of the United City of Yorkville
in the County of Kendall
and State of Illinois

Fidelity National Title [redacted]

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

George S. Oliver and Heidi R. Oliver, Husband and Wife each as to an undivided one-half interest as Tenants in Common

whose address is: [redacted]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

See attached legal description

SUBJECT TO: Existing easements, covenants, and restrictions of record, and 2023 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 06-07-375-003
Address of Real Estate: 7731 Bentgrass Circle, Yorkville, Illinois 60560

Dated this 26th Day of January, 2024.

WARRANTY DEED

Statutory (Illinois)

THE GRANTOR,
B & B LAND DEVELOPMENT, LLC,
An Illinois Limited Liability Company,

Of the United City of Yorkville
in the County of Kendall
and State of Illinois

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

George S. Oliver and Heidi R. Oliver, Husband and Wife each as to an undivided one-half interest as Tenants in Common

whose address is: [redacted]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

See attached legal description

SUBJECT TO: Existing easements, covenants, and restrictions of record, and 2023 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 06-07-375-003
Address of Real Estate: 7731 Bentgrass Circle, Yorkville, Illinois 60560

Dated this 26th Day of January, 20 24.

[redacted]

FIDELITY NATIONAL TITL

B & B LAND DEVELOPMENT, LLC

BY: [redacted]
PAUL D. BUCK, Manager

Warranty Deed - Statutory

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT PAUL D. BUCK 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 he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of January, 20 24.

[redacted]
Notary Public

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

SEND SUBSEQUENT TAX BILLS TO:
GRANTEES' ADDRESS
George S. Oliver and Heidi R. Oliver
[redacted]

THIS DOCUMENT PREPARED BY;
AFTER RECORDING RETURN TO:
Law Offices of Daniel J. Kramer
[redacted]

202400000922
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 01/26/2024 03:26 PM
RECORDING FEE 57.00
RHSP 19.00
STATE TAX 65.00
COUNTY TAX 32.50
PAGES: 2

Prepared by:
Attorney Richard C. Claahsen
LAW OFFICE OF RICHARD C. CLAAHSEN
[redacted]

After Recording Return to:
Attorney Daniel J. Kramer
Law Offices of Daniel J. Kramer
[redacted]

Grantee's Address and send Tax Bills to:
George S. Oliver & Heidi R. Oliver
[redacted]

Fidelity National Title [redacted]

WARRANTY DEED

The Grantor, RICHARD J. NIEMIEC, a married man, of Oswego, Illinois, for and in consideration of Ten and NO/100ths Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Conveys and Warrants to the Grantees, GEORGE S. OLIVER and HEIDI R. OLIVER, a married couple of [redacted], not as Tenants in Common and not as Joint Tenants with Rights of Survivorship, but as TENANCY BY THE ENTIRETY, the property described herein situated in Kendall County, Illinois:

LOT 223 WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

PIN: 06-07-375-002

Common Address: 223 Bentgrass Circle, Yorkville IL 60560

SUBJECT TO: Covenants, conditions, and restrictions of record, easements, and building line setbacks, property taxes for 2024 and subsequent years, laws, ordinances and regulations governing the use of the land.

THIS IS NOT HOMESTEAD PROPERTY

Dated: January 22 2024

[redacted]
RICHARD J. NIEMIEC

FIDELITY NATIONAL TITLE [redacted]

Prepared by:
Attorney Richard C. Claahsen
LAW OFFICE OF RICHARD C. CLAAHSEN
[redacted]

After Recording Return to:
Attorney Daniel J. Kramer
Law Offices of Daniel J. Kramer
[redacted]

Grantee's Address and send Tax Bills to:
George S. Oliver & Heidi R. Oliver
[redacted]

WARRANTY DEED

The Grantor, RICHARD J. NIEMIEC, a married man, of Oswego, Illinois, for and in consideration of Ten and NO/100ths Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Conveys and Warrants to the Grantees, GEORGE S. OLIVER and HEIDI R. OLIVER, a married couple o[redacted] not as Tenants in Common and not as Joint Tenants with Rights of Survivorship, but as TENANCY BY THE ENTIRETY, the property described herein situated in Kendall County, Illinois:

LOT 223 WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

PIN: 06-07-375-002

Common Address: 223 Bentgrass Circle, Yorkville IL 60560

SUBJECT TO: Covenants, conditions, and restrictions of record, easements, and building line setbacks, property taxes for 2024 and subsequent years, laws, ordinances and regulations governing the use of the land.

THIS IS NOT HOMESTEAD PROPERTY

Dated: January 22, 2024

[redacted]
RICHARD J. NIEMIEC

[redacted]

STATE OF ILLINOIS)
) *ss.*
COUNTY OF KENDALL)

The undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that RICHARD J. NIEMIEC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act for the uses and purposes set forth.

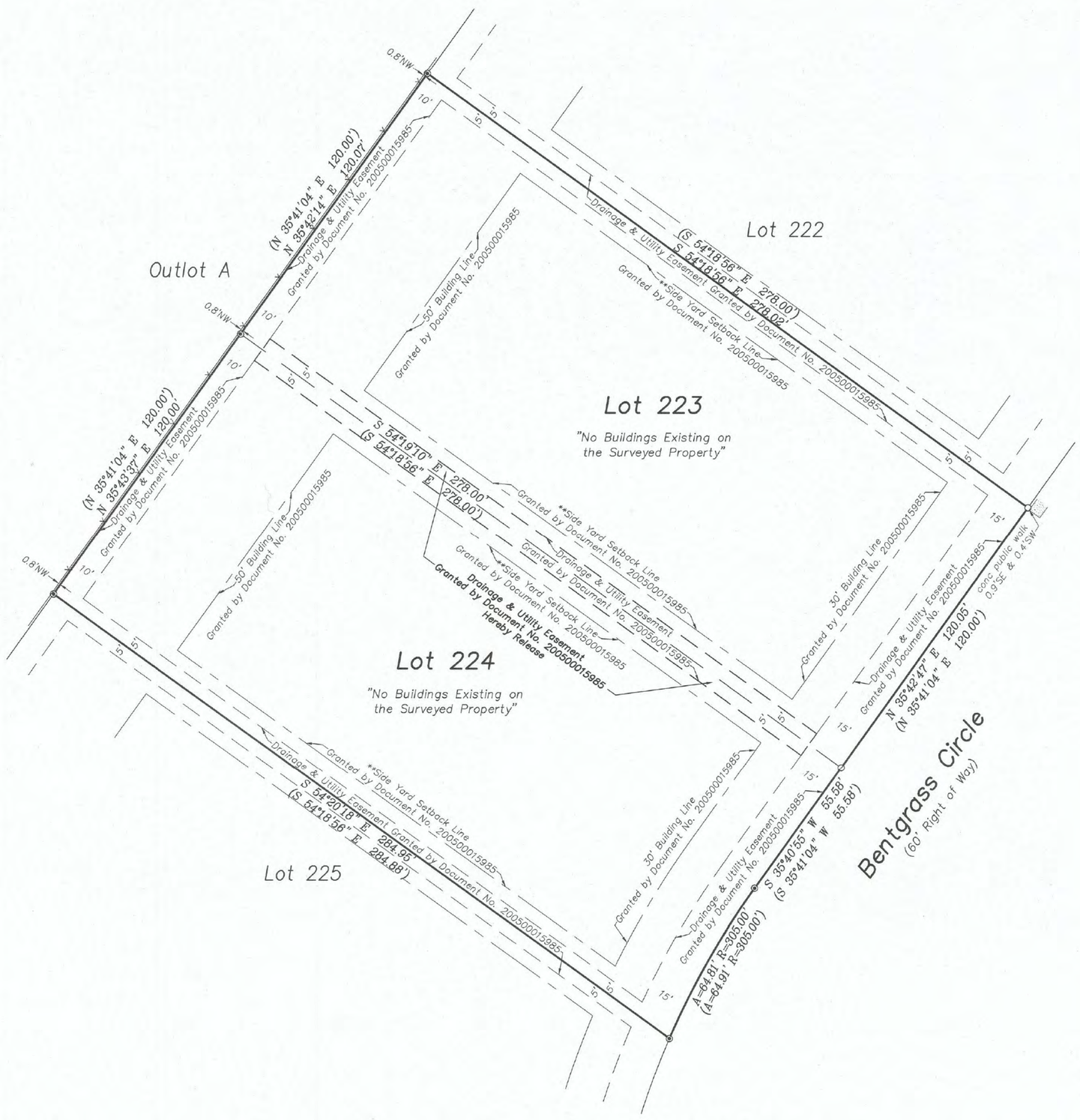
Given under my hand and

Notarial Seal on January 22, 2024

[redacted]
Notary Public

OFFICIAL SEAL
RICHARD C CLAAHSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/2026

PLAT OF EASEMENT RELEASE
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

AT&T

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

**SURVEYOR'S NOTE:
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 2024.

[redacted]
ERIC POKORNY P.L.S. NO. [redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT WE, GEORGE S. OLIVER AND HEIDI R. OLIVER ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE DESCRIBED HEREON.

DATED AT _____, ILLINOIS

THIS _____ DAY OF _____, A.D. 20____.

_____
GEORGE S. OLIVER

_____
HEIDI S. OLIVER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, TO HEREBY CERTIFY THAT GEORGE S. OLIVER AND HEIDI R. OLIVER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS _____ DAY OF _____, A.D. 20 _____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS _____ DAY OF _____, A.D. 20_____.

_____
CHAIRMAN OF COUNTY BOARD

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS _____ DAY OF _____,

A.D. 20____, AT _____ O'CLOCK ____.M.

_____
KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe
◉=Found 1/2" Dia. Iron Rod
⊘=Found 5/8" Dia. Iron Rod
(XX.XX')= Record Distance
XX.XX'= Measured Distance
N= North E= East
S= South W= West
R= Radius A= Arc Length
-X-X-X- = Fence
= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

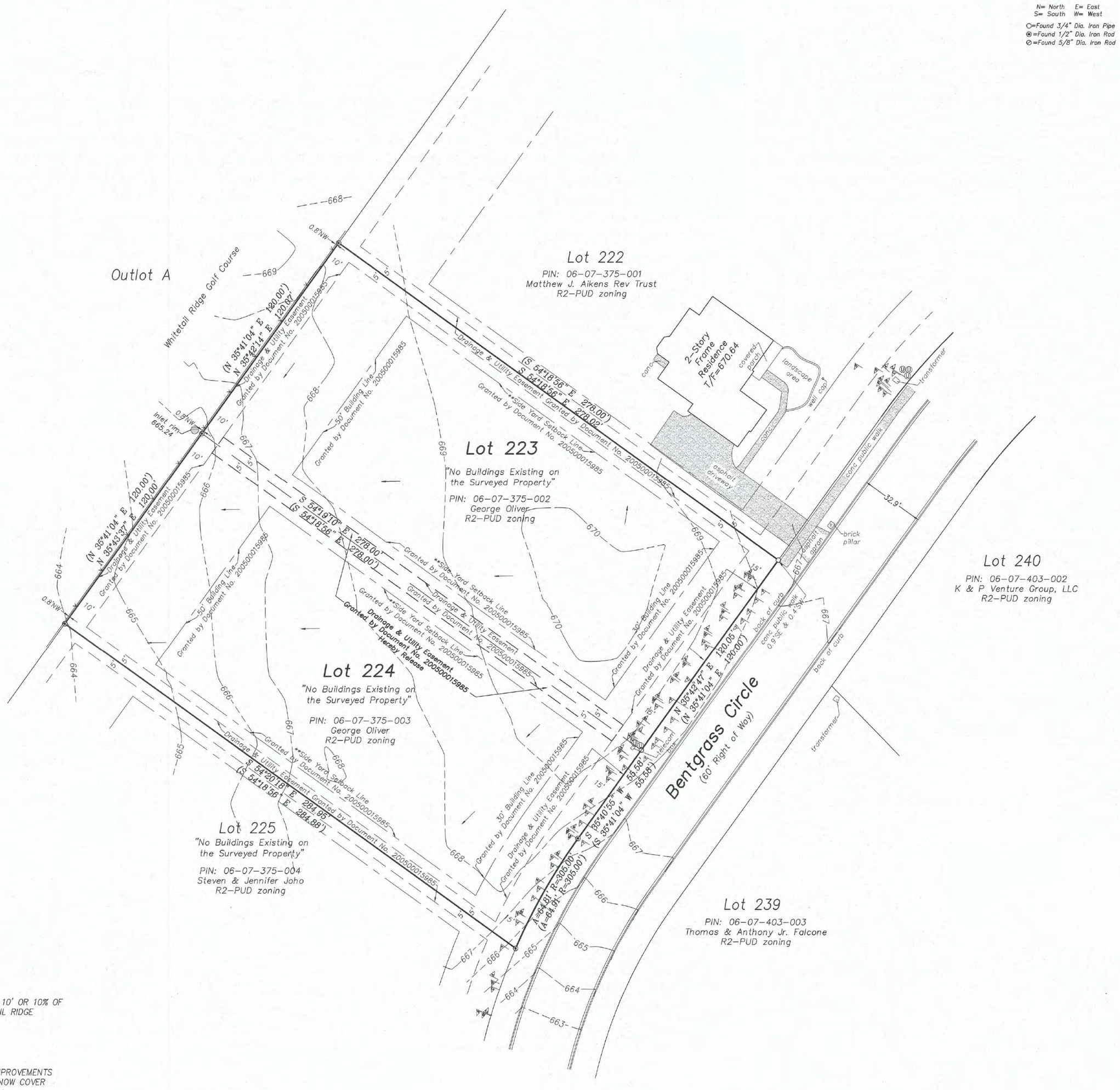
Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By: ER.JJH | Plat #: 7249
Reference:
Field Work Completed: 01/11/2024 & 02/12/2024

Rev. Date	Rev. Description

Project Number: 2024-0028 Release

PLAT OF VACATION OF EASEMENT
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



**SURVEYOR'S NOTE:*
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

SURVEYOR'S NOTE:

SOME GROUND UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SNOW COVER AT TIME OF SURVEY 01/11/2024.

DEVELOPER:
GEORGE S. & HEIDI R. OLIVER
[redacted]

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

PRESENT ZONING:
R2-PUD

FLOODPLAIN STATEMENT:

THE SUBJECT PROPERTY IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 17093C0130H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014.

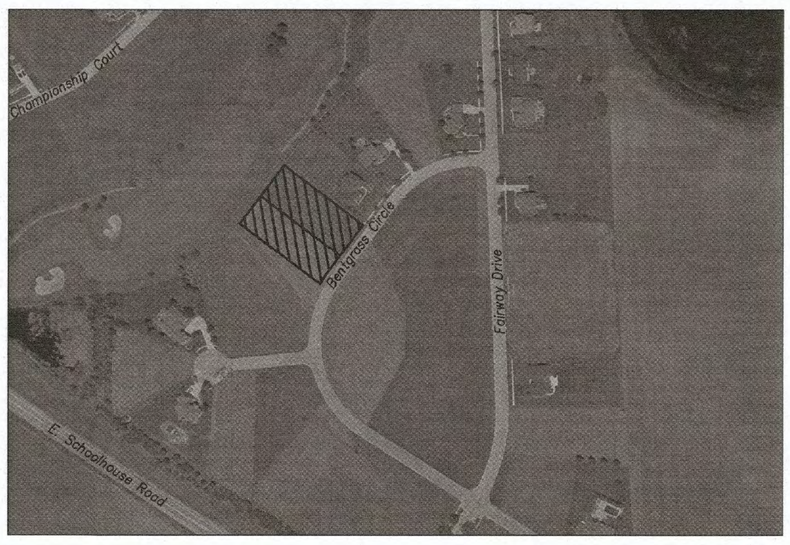
LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

WETLANDS STATEMENT:

THE NATIONAL WETLANDS INVENTORY MAP DOES NOT DEPICT ANY WETLANDS IN THE SUBJECT PROPERTY.

VICINITY MAP
(NOT TO SCALE)



STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 202[redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

Legend
(XX.XX')= Record Distance
XX.XX'= Measured Distance
R= Radius A= Arc Length
719.48 = Existing Spot Elevation
--719-- = Existing Contour Elevation
= Existing Drainage Direction
-X-X-X- = Fence
Ⓤ = Utility Pedestal = Storm Inlet
=J.U.L.I.E. Red flag =J.U.L.I.E. Yellow flag
=AT&T flag =Comcast flag =ComEd flag
= Brick = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024
TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By:ER.JJH | Plat #:
Reference:
Field Work Completed: 01/11/2024 & 2/12/2024

Rev. Date	Rev. Description

Project Number:
2024-0028 Release

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning and Zoning Commission #4

Tracking Number

PZC 2024-11 & EDC 2024-34

Agenda Item Summary Memo

Title: PZC 2024-11 – Kendall Co. Pet. 24-06 (Jerry Styrczula, on behalf of A&D Properties, LLC)

Meeting and Date: City Council – May 14, 2024

Synopsis: 1.5-Mile Review of a map amendment 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 to M-1 Limited Manufacturing District.

Council Action Previously Taken:

Date of Action: PZC – 5/8/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-11 & EDC 2024-34

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez (Name) Community Development (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: May 9, 2024
Subject: **PZC 2024-06 – Jerry Styrczula on Behalf of A&D Properties, LLC**
1.5 Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jerry Styrczula, on behalf of A&D Properties, LLC is requesting an approval of a map amendment (rezoning) 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District. The purpose of the request is to run his business, Freuhauf Manufacturing, where he does trailer sales only at the subject property. The real property is located north of Ament Road and immediately west of S. Bridge Street in unincorporated Kendall County.

PLANNING & ZONING COMMISSION ACTION:

In consideration of the proposed mile and one-half review of Kendall County Petitions 24-06 for a map amendment from B-3 to M-1 for an approximately 16.4 +/- acre property consisting of five (5) parcels commonly known as 7789 Route, the Planning and Zoning Commission recommends to the City Council not to object to the request.

Action Item:

Millen – aye; Williams – aye; Hyett– aye; Forristall– aye.

4 ayes; 0 nay

ATTACHMENTS

1. Planning & Zoning Commission Memo
2. Application with Attachments

Packet materials from 5/8/24 PZC meeting to follow

Memorandum

To: Planning & Zoning Commission
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 8, 2024
Subject: **PZC 2024-06 – Jerry Styrczula on Behalf of A&D Properties, LLC**
1.5 Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jerry Styrczula, on behalf of A&D Properties, LLC is requesting an approval of a map amendment (rezoning) 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District. The purpose of the request is to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at the subject property. The real property is located north of Ament Road and immediately west of S. Bridge Street in unincorporated Kendall County.

PROPERTY BACKGROUND:



The property is located at 7789 Route 47 in unincorporated Kendall County and consists of two (2) parcels totaling ~16.4-acres. Currently owned by A&D Properties, LLC, there are two (2) existing buildings on the property. The building to the north is approximately five thousand, three hundred sixty-six (5,366) square feet and the building to the south is approximately eleven thousand, three hundred (11,300) square feet. Additionally, part of the property is vacant. The site currently is occupied by several trucks. The property fronts Route 47 and has one (1) access point off Route 47. There is a deceleration lane for south bound traffic off of Route 47. The property also has one (1) access point off of Conservation Drive. The property is immediately southwest of Yorkville's corporate boundary, approximately 0.30 miles (~1600 feet) from the Windett Ridge Subdivision.

In 1975, the property was rezoned to B-3, Highway Business, by Kendall County from A-1, Agricultural District.

REQUEST SUMMARY:

The petitioners, Jerry Styrczula, on behalf of A&D Properties, LLC are requesting a map amendment (rezoning) from B-3 Highway Business District to M-1 Limited Manufacturing District in order to operate a trucking business for the storage and sale of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47. As of the date of the memo sent by Kendall County's Department of Planning, Building, and Zoning, March 20, 2024, the petitioner is working on a site approval plan. For now, we will be utilizing the existing site as is.



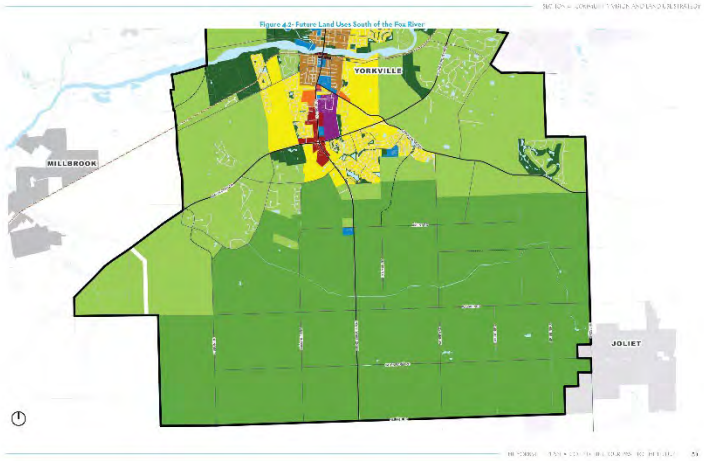






YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential and Agricultural Zone (AZ). The Estate/Conservation Residential future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The Agricultural Zone future land use designation is primarily intended for lands expected to remain for agricultural uses, both farming and restricted forms such as pastures, gardening, riding stables, nurseries, and greenhouses.



In a proposal submitted in December by Grainco FS, Inc. (owner) and A.B. Schwartz, LLC (contract purchaser), they proposed an amendment to Kendall County's Future Land Use Map from Transportation Corridor to Mixed Use Business for an approximately 20-acre property consisting of five (5) parcels commonly known as 8115 Route 47. As a result, an amendment to the Kendall County Future Land Use Map was made from Transportation Corridor to Mixed Use Business. The petitioners, Jerry Styrczula, on behalf of A&D Properties, LLC proposal to the approval of a map amendment (rezoning) for 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District is consistent with Kendall County's recent changes.

If Yorkville were to consider the proposal, a review of the Comprehensive Plan Update for additional industrial land use would need to be discussed.

STAFF COMMENTS

Staff is seeking input from the Economic Development Committee as the one-and-a-half-mile review allows for the city to make comments and requests to the petitioner and County prior to their public artz meetings. This review will also be brought to the Planning and Zoning Commission on May 8, 2024 and City Council on May 14, 2024. This item was delivered to the City on March 20, 2024.

PROPOSED MOTION

In consideration of the proposed mile and half review of Kendall County Petition 24-06 for a map amendment 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District, the Planning and Zoning Commission recommends the City Council to (object or not to object) to the request.

ATTACHMENTS

1. Application with Attachments

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-06
Jerry Styrczula on Behalf of A&D Properties, LLC
Map Amendment Rezoning from B-3 to M-1

INTRODUCTION

A&D Properties, LLC would like a map amendment rezoning approximately sixteen point four more or less (16.4 +/-) acres located on the west side of Route 47 addressed as 7789 Route 47 from B-3 Highway Business District to M-1 Limited Manufacturing District in order to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at the subject property.

The application materials are included as Attachment 1. Pictures of the property are included as Attachment 2-5.

The property has been zoned B-3 since 1975. The ordinance rezoning the property to B-3 is included as Attachment 6. The property was previously used as a distributorship for International Harvester.

The plat of survey is included as Attachment 7.

If the map amendment is approved and if the Petitioner wants to make changes to the site, site plan approval will be required. As of the date of this memo, the Petitioner was working on a site plan proposal.

SITE INFORMATION

PETITIONERS: Jerry Styrczula on Behalf of A&D Properties, LLC

ADDRESS: 7789 Route 47, Yorkville

LOCATION: West Side of Route 47 Approximately 0.5 Miles North of Ament Road



TOWNSHIP: Kendall

PARCEL #s: 05-09-300-015

LOT SIZE: 16.4 +/- Acres

EXISTING LAND USE: Vacant and Improved Commercial

ZONING: B-3 Highway Business District

LRMP:

Future Land Use	Mixed Use Business Yorkville's Plan calls for the property to be Estate/Conservation Residential
Roads	Route 47 is a State maintained arterial road.
Trails	There are no trails planned in this area.
Floodplain/ Wetlands	There are no floodplains or wetlands on the property.

REQUESTED ACTION: Map Amendment Rezoning Property from B-3 Highway Business District to M-1 Limited Manufacturing District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Improved Commercial, Agricultural, Single-Family Residential	R-2 and B-3 (Yorkville)	Suburban Neighborhoods and Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, R-1, R-4, and B-3 (County) R-2, R-3, B-1, and B-3 (Yorkville)
South	Vacant Manufacturing	M-1	Mixed Use Business (County) Agricultural (Yorkville)	A-1 and M-1
East	Agricultural	R-2 and R-3 (Yorkville)	Estate/Conservation Residential (Yorkville)	R-2 and R-3 (Yorkville)
West	Agricultural	A-1	Rural Residential (Max 0.65 DU/Acre (County) Agricultural (Yorkville)	A-1

The A-1 special use permit to the north is for a landscaping business.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated (see Attachment 1, Pages 17-18).

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on March 12, 2024 (see Attachment 1, Page 16).

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on March 20, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on March 20, 2024.

GENERAL INFORMATION

The Petitioner would like to rezone the property to operate a trucking business.

BUILDING CODES

There are two (2) existing buildings on the property. The northern building is approximately five thousand, three hundred sixty-six (5,366) square feet in size. The southern building is approximately eleven thousand, three hundred (11,300) square feet in size.

Any future buildings would have to meet applicable building codes.

UTILITIES

The site is serviced by a well and septic. There is electricity and natural gas onsite.

ACCESS

The property fronts Route 47 and has one (1) access point off of Route 47. There is a deceleration lane for south bound traffic off of Route 47. The property also has one (1) access point off of Conservation Drive.

PARKING AND INTERNAL TRAFFIC CIRCULATION

There is existing parking around the southern building; the parking spaces are not marked. If improvements are made to the site, parking spaces would need to be marked.

ODORS

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

LIGHTING

There are lights on both buildings and a streetlight is lying on the ground at the entrance off of Route 47.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property. Lighting would need to be evaluated as part of site plan review.

LANDSCAPING AND SCREENING

There are several mature plants around the perimeter of the property. No changes to the landscaping or property screening are proposed as part of the map amendment.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

SIGNAGE
Any signage would have to meet applicable regulations and secure permits.

NOISE CONTROL
The owners of the property would have to follow applicable noise control regulations based on future land uses. Noise control measures would need to be evaluated as part of site plan approval.

STORMWATER
The Petitioner submitted an application for a stormwater permit.

FINDINGS OF FACT
§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics.* Staff has provided findings in **bold** below based on the recommendation:

Existing uses of property within the general area of the property in question. **The surrounding properties are used for agricultural purposes, single-family residential, office, and light industrial, including outdoor storage. The property is presently vacant, but was previously used as a site for the sale of agricultural equipment.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1 and M-1 in the unincorporated area and R-2, R-3, and B-3 inside the United City of Yorkville.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The Petitioners proposed use of the property, for the operation of a trucking business, is not allowed in the B-3 Zoning District. The site itself could be used for a trucking business, if properly zoned.**

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. **The trend of development in the area is a mix of agricultural, storage and warehousing, and other light industrial type uses.**

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The Future Land Use Map in the Land Resource Management Plan was recently amended to Mixed Use Business. The M-1 Zoning District is consistent with the Mixed Use Business classification.**

RECOMMENDATION
Staff recommends approval of the proposed map amendment.

ATTACHMENTS
1. Application Materials
2. Picture of North Building
3. Picture of Entrance from Conservation Drive
4. Picture of North Side of South Building
5. Picture South Building
6. Ordinance 1975-09
7. Plat of Survey

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME A & D Properties, LLC **FILE #:**_____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
A & D Properties, LLC		
CURRENT LANDOWNER/NAME(s)		
A & D Properties, LLC		
SITE INFORMATION		
ACRES	**SITE ADDRESS OR LOCATION**	**ASSESSOR'S ID NUMBER (PIN)**
15.7288	7789 Route 47, Yorkville, IL 60560	05-09-300-015
EXISTING LAND USE	**CURRENT ZONING**	**LAND CLASSIFICATION ON LRMP**
Vacant	B-3	B-3

REQUESTED ACTION (Check All That Apply):

___ SPECIAL USE	X MAP AMENDMENT (Rezone to M-1)	___ VARIANCE
___ ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (___ Major; ___ Minor)		

[1]**PRIMARY CONTACT**	**PRIMARY CONTACT MAILING ADDRESS**	**PRIMARY CONTACT EMAIL**
Daniel J. Kramer	[redacted]	[redacted]
PRIMARY CONTACT PHONE #	**PRIMARY CONTACT FAX #**	**PRIMARY CONTACT OTHER #(Cell, etc.)**
[redacted]	[redacted]	
[2]**ENGINEER CONTACT**	**ENGINEER MAILING ADDRESS**	**ENGINEER EMAIL**
John Tebrugge	[redacted]	[redacted]
ENGINEER PHONE #	**ENGINEER FAX #**	**ENGINEER OTHER # (Cell, etc.)**
[redacted]		

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.**

SIGNATURE OF APPLICANT [redacted] **DATE** 3/19/24

FEE PAID:$_____
CHECK #:_____

[1]*Primary Contact will receive all correspondence from County*
[2]*Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Last Revised:
10.17.22

Date Stamp Here If
Checklist Is Complete

1. The surrounding and neighboring uses of the subject real property are consistent with the proposed use of the Zoning Applicant/Owner. The Predecessor in title used the subject site for years for the sale and Distributorship of International Harvester Implement until they went bankrupt and the local franchise went out of business. Usage of applicant is going to be primarily for that operation of a trucking business for the sale of new semi-trailers, small trailers, and semi-tractors, and related uses which will use the existing building and usage previously undertaken by International Harvester Implement. Since the building has been used over the years for heavy construction equipment repair and storage. Often times sitting vacant until the current Owner purchased the property and he plans to greatly upgrade the facility both inside and outside.

2. The uses in the area are similar and include A-1 Agricultural, B3 Highway, M-1 Manufacturing A-1 Special Use, and the current IDOT Facility that I do not believe has any special zoning but is certainly an M-1 type of use with salt storage, storage of heavy machinery and construction equipment.

3. The property is suitable for the requested uses of the Applicant. The difference is that currently the property has Zoning that does not cover semi-tractors and semi-trailer sales.

4. The trend of development in the area is towards business, commercial, and transportation uses. The proposed use of Applicant is anticipated to generate substantial sales tax revenue and increased real estate tax revenue for all local tax bodies.

5. The project is consistent with the Kendall County Land Resource Management Plan which encourages commercial and manufacturing uses on all weather highways with good transportation access which squarely is on point with Illinois Route 47. The proposed and existing uses conform to the other uses in the area. The Applicant fully intends to comply with all Kendall County Zoning Ordinances and Regulations.

Petitioners are seeking a change in zoning from A1 Special Use to M-1 for the operation of a trucking business for the sale of new semi-trailers, small trailers, and semi-tractors, and related uses under M-1 Zoning

LEGAL DESCRIPTION OF PARCEL 1:

That Part of the West Half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows:
Commencing at the Southeast Corner of said Section 9; thence Westerly along the Southerly Line of said Section, 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence South along said tangent center line, 869.22 feet; thence South 89°34'04" West, 615.0 feet; thence North 24°54'19" West, 1015.92 feet for the point of beginning; thence North 24°54'19" West, 456.95 feet; thence North 66°41'34" East, 1012.15 feet to the Westerly Right of Way Line of said State Route No. 47, being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5420.43 feet, a distance of 91.87 feet; thence South 17°08'59" East along said right of way line, 0.80 feet; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West, 942.72 feet to the point of beginning, in the Township of Kendall, in Kendall County, Illinois,
EXCEPT those Parts conveyed to the State of Illinois in the Deeds recorded June 29, 1990 as Document 1990-904189 and October 23, 1990 as Document 1990-906729.

LEGAL DESCRIPTION OF PARCEL 2:

Lots 2 and 3 of Walz Subdivision, recorded December 17, 1990 as Document 907919, in the Township of Kendall, Kendall County, Illinois.

Transport

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

[redacted]

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By: [redacted]

President

Countersigned By:

[redacted]

Authorized Officer or Agent

Attest: [redacted]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY **COMMITMENT NO.** [redacted]

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: [redacted]

Property Ref.: 7789 Route 47, Yorkville, IL 60560

SCHEDULE A

1. Commitment Date: September 11, 2020
2. Policy to be issued:

   (a) ALTA Owner's Policy 2006
   Proposed Insured: A&D Properties, LLC
   Proposed Policy Amount: $750,000.00

   (b) ALTA Loan Policy 2006
   Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
   Proposed Policy Amount: $520,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   West Suburban Bank, as Trustee under a Trust Agreement dated October 28, 2002 and known as Trust Number 13250

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT "A"
Legal Description

THAT PAR T OF THE WEST HALF OF SECTION 9, TOWNSHIP 36 NOR TH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9: THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION, 2672.0 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH ALONG SAID TANGENT CENTER LINE 869.22 FEET; THENCE SOUTH 89° 34' 04" WEST 615.0 FEET; THENCE NORTH 24° 54' 19" WEST 1015.92 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 24° 54' 19" WEST 456.95 FEET; THENCE NORTH 66° 41' 34" EAST 1012.15 FEET TO THE WESTERLY RIGHT OF WAY LINE, OF SAID STATE ROUTE NO. 47, BEING 40.0 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF SAID ROUTE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5420.43 FEET, A DISTANCE OF 91.87 FEET; THENCE SOUTH 17° 08' 59" EAST ALONG SAID RIGHT OF WAY LINE 0.80 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5,344.41 FEET A DISTANCE OF 343.71 FEET TOA LINE DRAWN NORTH 65° 13' 06" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 65° 13' 06" WEST 942.72 FEET TO THE POINT OF BEGINNING: IN THE TOWNSHIP OF KENDALL; IN KENDALL COUNTY ILLINOIS.

EXCEPT THOSE PARTS CONVEYED TO THE STATE OF ILLINOIS IN THE DEEDS RECORDED JUNE 29, 1990 AS DOCUMENT 1990-904189 AND OCTOBER 23, 1990 AS DOCUMENT 1990-906729.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY **COMMITMENT NO.** [redacted]

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.

7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

3. **Easements, or claims of easements, not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**

6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
A. The name and address of the party who prepared the document;
B. The name and address of the party to whom the document should be mailed after recording;
C. All permanent real estate tax index numbers of any property legally described in the document;
D. The address of any property legally described in the document;
E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

E 9. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Taxes for the year 2019, amounting to $7,448.66 are marked paid of record.

Permanent Index Number: 05-09-300-015.

(Affects Land and other property)

F 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 12. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

D 13. Due to office closures in place or that might occur, we should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

G 14. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

H 15. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

I 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: A&D Properties, LLC

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

N 17. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Commonwealth Edison and Illinois Bell Telephone Company, recorded on January 9, 1990 as Document No. 1990-90210, affects the Land therein described.

J 18. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Northern Illinois Gas company, an Illinois corporation doing business as Nicor Gas, for purpose a perpetual, non-exclusive easement and right of way for purpose of laying, maintaining, operating, renewing, replacing, and removing gas mains and any necessary gas facilities appurtenant thereto, in, upon, under, along and across the described property, recorded on June 29, 2004 as Document No. 2004-18007, affects a 15 foot wide strip of land.

(Affects the Land and other property)

K 19. Terms and provisions of the Subordination of Surace Rights for Public Road Purposes granted by Ameritech to the State of Illinois recorded October 13, 2004 subordinating the interest of a Right of Way recorded December 15, 1950 in Book 107, Page 594 in the recorders office.

L 20. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for policy)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

M 21. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I-Requirements;
   (f) Schedule B, Part II-Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I-Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(continued)

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant A+D

   Address [redacted]

   City [redacted] Sta [redacted] Zip [redacted]

2. Nature of Benefit Sought Re-Zoning

3. Nature of Applicant: (Please check one)
   - ___ Natural Person
   - ___ Corporation
   - ___ Land Trust/Trustee
   - ___ Trust/Trustee
   - ___ Partnership
   - ___ Joint Venture
   - X Limited Liability Company

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
X JERRY STYRCZULA	[redacted]	50%
KRISTINA STYRCZU	[redacted]	50%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

X [redacted]

VERIFICATION

I, Jerry Styrczula, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 19th day of March, A.D. 2024

(seal)

[redacted]
Notary Public

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

Kendall County Soil & Water Conservation District

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: A & D Properties, LLC
Address: [redacted]
City, State, Zip: [redacted]
Phone Number: [redacted]
Email: [redacted]

Contact Person: Attorney Daniel J. Kramer
[redacted]

Please select: How would you like to receive a copy of the NRI Report? ☑ Email ☐ Mail

Site Location & Proposed Use

Township Name Kendall — Township 36 N, Range 7 E, Section(s) 9
Parcel Index Number(s) 05-09-300-015
Project or Subdivision Name A & D Properties, LLC — Number of Acres 15.7288
Current Use of Site Vacant — Proposed Use Trucking Business
Proposed Number of Lots As is — Proposed Number of Structures
Proposed Water Supply Exisitng Well — Proposed type of Wastewater Treatment Exisiting Septic
Proposed type of Storm Water Management See attached Report

Type of Request

☑ Change in Zoning from A-1 to M-1
☐ Variance (Please describe fully on separate page)
☐ Special Use Permit (Please describe fully on separate page)
Name of County or Municipality the request is being filed with: Kendall County Planning, Building, and Zoning

In addition to this completed application form, please including the following to ensure proper processing:

☑ **Plat of Survey/Site Plan** – showing location, legal description and property measurements
☑ **Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
◉ If available: topography map, field tile map, copy of soil boring and/or wetland studies
◉ **NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: $375.00 for five acres and under, plus $18.00 per acre for each additional acre or any fraction thereof over five.
Executive Summary Report: $300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	$ 375.00
11 Additional Acres at $18.00 each	$ 198.00
Total NRI Fee	$ 573.00

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

[redacted] — 3/12/24

Petitioner or Authorized Agent — **Date**

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# _____ Date initially rec'd _____ Date all rec'd _____ Board Meeting _____
Fee Due $_____ Fee Paid $ _____ Check #_____ Over/Under Payment _____ Refund Due_____

EcoCAT
Ecological Compliance Assessment Tool

Applicant: A&D Properties
Contact: Jerry Styrczula
Address: [redacted]

IDNR Project Number: 2411116
Date: 02/27/2024

Project: 7789 IL Route 47 Site Plan
Address: 7789 IL Route 47, Yorkville

Description: Construct a storage area for truck trailer parking and sales with gravel storage lot and detention pond.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location
The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:
36N, 7E, 9



IL Department of Natural Resources Contact
Adam Rawe
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
IL Environmental Protection Agency
Division of Water Pollution Control
PO Box 19276
Springfield, Illinois 62794

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

IDNR Project Number: 2411116

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

Attachment 2 Picture of North Building



Attachment 3 Picture of Entrance from Conservation Drive



Attachment 4 Picture of North Side of South Building



Attachment 5 Picture of South Building



Attachment 6

05-09-376-001
002

05-09-377-001

05-09-300-005

Walz Sub.

ORDINANCE
75-9

AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

WHEREAS, Robert Dhuse and Carol Dhuse did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted May 10, 1960; and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 5th day of November, A.D., 1975 on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the Zoning maps and ordinance be amended in the manner required by law; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from A1, Agricultural District to B3, Highway Business and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

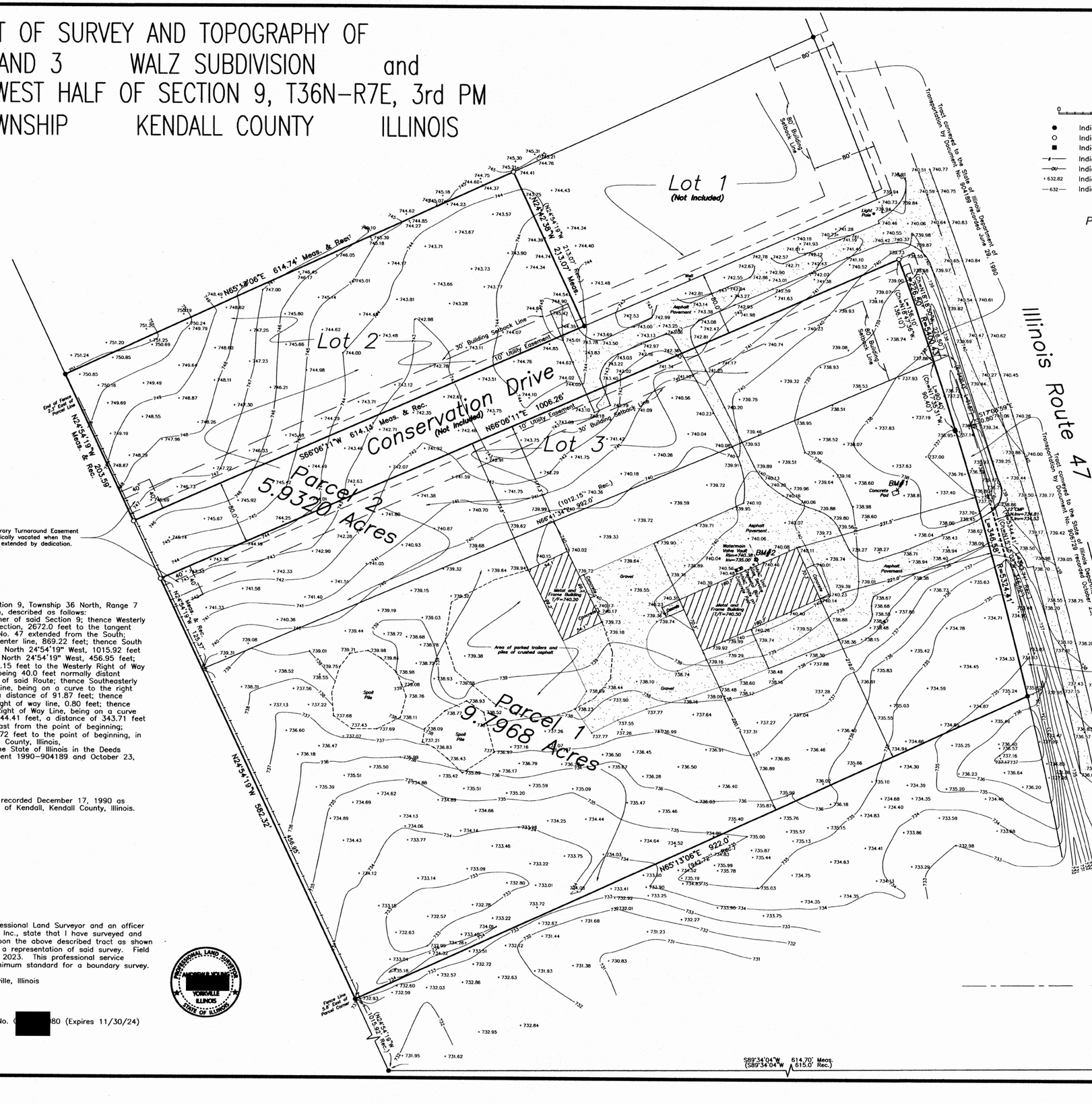
That part of the West half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 9; thence Westerly along the Southerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence south along said tangent center line of said tangent center line extended 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 1015.92 feet for the point of beginning; thence continuing North 24°54'19" West 865.92 feet; thence North 65°13'06" East 1045.82 feet to the Westerly firht of way line of said State Route No. 47, being 40.0 feet normally distant southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5420.43 feet; a distance of 528.25 feet; thence South 17°08'59" East along said right of way line 0.80 feet; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West 942.72 feet to the point of beginning; containing 20.000 acres, in the Township of Kendall, Kendall County, Illinois.

Passed this 10th day of November, 1975.

Howard Sturges
Chairman, County Board of
Kendall County, Illinois

ATTEST: Jean P. Brady
County Clerk

PLAT OF SURVEY AND TOPOGRAPHY OF
LOTS 2 AND 3 WALZ SUBDIVISION and
PART OF THE WEST HALF OF SECTION 9, T36N-R7E, 3rd PM
KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS



SCALE
1"=60'
0 50 100 150

N

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Concrete ROW Monument
- Indicates Line of Fence
- Indicates Overhead Utilities
- 632.82 Indicates Spot Elevation
- 632 Indicates Contour Elevation

PIN: 05-09-300-015

BENCHMARKS -- (NAVD88)

BM#1 - Northeast Corner of Concrete Pad at Northeast Corner of Parcel 1.
Elevation = 740.58

BM#2 - Rim of Watermain Valve Vault North of Office Building.
Elevation = 740.38

40'x40' Temporary Turnaround Easement to be automatically vacated when the public road is extended by dedication.

LEGAL DESCRIPTION OF PARCEL 1:

That Part of the West Half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast Corner of said Section 9; thence Westerly along the Southerly Line of said Section, 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence South along said tangent center line, 869.22 feet; thence South 89°34'04" West, 615.0 feet; thence North 24°54'19" West, 1015.92 feet for the point of beginning; thence North 24°54'19" West, 456.95 feet; thence North 66°41'34" East, 1012.15 feet to the Westerly Right of Way Line of said State Route No. 47, being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5420.43 feet, a distance of 91.87 feet; thence South 17°08'59" East along said right of way line, 0.80 feet; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West, 942.72 feet to the point of beginning, in the Township of Kendall, in Kendall County, Illinois,
EXCEPT those Parts conveyed to the State of Illinois in the Deeds recorded June 29, 1990 as Document 1990-904189 and October 23, 1990 as Document 1990-906729.

LEGAL DESCRIPTION OF PARCEL 2:

Lots 2 and 3 of Walz Subdivision, recorded December 17, 1990 as Document 907919, in the Township of Kendall, Kendall County, Illinois.

State of Illinois)
) SS
County of Kendall)

I, Andrew R. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements upon the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed December 15, 2023. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated December 21, 2023 at Yorkville, Illinois

[redacted]
Andrew R. Young
Illinois Professional Land Surveyor No. [redacted]80 (Expires 11/30/24)

PROFESSIONAL LAND SURVEYOR ANDREW R. YOUNG 035-[redacted]80 YORKVILLE ILLINOIS STATE OF ILLINOIS

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775
1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

03/18/2024 Plat revised to show Easements and Setback Lines on Lots in Walz Subdivision.

JOB NO.	23154
JOB NAME	TEBRUGGE ENGINEERING
DWG FILE	23154B
REVISION DATE	03/18/2024

Reviewed By:	
Legal	■
Finance	□
Engineer	□
City Administrator	■
Community Development	■
Purchasing	□
Police	□
Public Works	□
Parks and Recreation	■

Agenda Item Number

Planning and Zoning Commission #5

Tracking Number

PZC 2024-13

Agenda Item Summary Memo

Title: PZC 2024-13 Unified Development Ordinance – Text Amendment for Land Cash

Meeting and Date: City Council – May 14, 2024

Synopsis: Text Amendment to Unified Development Ordinance regarding land cash ordinance.

Council Action Previously Taken:

Date of Action: CC – 4/23/24

Item Number: CC 2024-30

Action Taken: This item was presented at the 4/23/24 CC meeting for a motion to initiate a text amendment.

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Sara Mendez, Planner I
Bart Olson, City Administrator
Date: May 9, 2024
Subject: **PZC 2024-13** Park & Recreation Land and School Site Dedication Proposed Text Amendment

---

Summary

A request to amend 10-7-9 Park and Recreation Land and School Dedication in the Unified Development Ordinance regarding the methodology, criteria, and formula for requiring park and recreation and school site dedication as a condition of final plat approval of a subdivision. The proposed amendments would revert the calculations to the prior ordinance adopted in 1996 and provide continuity in calculating park and school land cash fees for current and future residential developments. Recommended revisions are specific to Table 10-7-9(A)(1): Parkland Dedication Requirements, Table 10-7-9(B)(1): School Dedication Requirements, and Table 10-7-9(D): Estimated Population Per Dwelling Unit.

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing for the proposed text amendment to the Unified Development Ordinance on May 8, 2024. The commission made the following action on the motion for the request below:

In consideration of testimony presented during a Public Hearing on May 8, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-7-9 Park and Recreation Land and School Dedication in the Unified Development Ordinance regarding the methodology, criteria, and formula for requiring park and recreation and school site dedications a condition of final plat approval of a subdivision, as presented in a staff memorandum dated April 17, 2024.

Action:

Millen – aye; Williams – aye; Hyett – aye; Forristall – aye.
4 ayes; 0 nay

Attachments

1. Planning & Zoning Commission Memo
2. Draft Approving Ordinance
3. Proposed redlined amendments to Section 10-7-9 Park and Recreation Land and School Site Dedication
4. Ord. 1996-3 "Ordinance Revising United City of the Village of Yorkville Land Cash Ordinance"
5. 2008 Park and Recreation Master Plan excerpt re: Park Facility Standards
6. Comparison Spreadsheets of Example Land Cash Calculations
7. Public Hearing Notice

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING PARK AND RECREATION AND SCHOOL SITE DEDICATION (LAND CASH)

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 10-8-11 of the United City of Yorkville Unified Development Ordinance ("UDO") the City may initiate amendments to the Zoning Ordinance; and,

WHEREAS, the City filed a request seeking an amendment to the UDO to revise the methodology, criteria, and formula for requiring park and recreation and school site dedication as a condition of final plat approval of a subdivision; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on May 8, 2024, to consider the request and forward a recommendation to the City Council to approve the requested text amendment.

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 above recitals are hereby incorporated and made a part of this Ordinance.

Section 2: That Section 10-7-9 Park and Recreation Land and School Dedication of the United City of Yorkville Unified Development Ordinance, specifically Tables 10-7-9(A)(1): Parkland Dedication Requirements, Table 10-7-9(B)(1): School Dedication Requirements, and Table 10-7-9(D): Estimated Population Per Dwelling Unit, is hereby amended attached hereto and made a part hereof as *Exhibit A*.

Section 3: That the previously recorded Ordinance No. 1996-3 Revising United City of the Village of Yorkville Land Cash Ordinance adopted on January 25, 1996 shall be added as Appendix B. Land Cash Ordinance in the Unified Development Ordinance and is hereby attached hereto and made a part hereof as *Exhibit B.*

Section 4: 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 _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

10-7-9. Park and Recreation Land and School Site Dedication

As a condition of approval of a final plat of a subdivision, the developer shall dedicate land for park and recreational purposes and for school sites to serve the needs of residents of the development, or a cash contribution in lieu of the land dedication, or a combination of both, at the discretion of the City, in accordance with the criteria and formula below.

A. **Criteria For Requiring Park and Recreation Land Dedication.**

1. **Requirements and Population Ratio.** The quantity of land required for park dedication shall result directly from the total population of the proposed development. The total requirement shall be ~~five and one half (5 ½)~~ten (10) acres of land per one thousand (1,000) residents. The required f~~ive and one half (5 ½)~~t ten (10) acres shall be allocated into different types of recreation areas ~~as shown in Table 10-7-9(A)(1)~~ per the City's adopted Park and Recreation Master Plan, or as may be required by City Council at its discretion.

Table 10-7-9(A)(1): Parkland Dedication Requirements		
Type of Recreation Area	**Size Range**	**Minimum Acres Per 1,000 People**
Play lot	Minimum - 8,000 square feet	n/a
School/park (neighborhood playground)	Minimum - 5 acres	1.25
Neighborhood park	Minimum - 3 1/2 acres	1
District-wide park or play field	Minimum - 4 acres, up to 30 acres	1.25
Community-wide recreation park	Minimum - 12 acres, up to 30 acres	2
Total		5.5

B. **Criteria For School Site Dedication.**

1. **Requirement and Population Ratio.** The required dedication of land for school sites shall depend on the quantity of students projected to be generated within the subdivision. The land dedication requirement shall be determined by obtaining the ratio of: (a) the ~~maximum~~ estimated number of students to be served in each such school classification (this number is determined by applying the estimated population per dwelling unit as defined in Table 10-7-9~~(B)(1)~~(D) over (b) the maximum recommended number of students to be served in each school classification ,and then applying such ratio to the (c) minimum recommended number of acres for a school site of each school classification defined in Table 10-7-9(B)(1). The product shall be the number of acres of land required for sufficient school sites to serve the estimated children in each such school classification.

Table 10-7-9(B)(1): School Dedication Requirements		
School Classification Grade	**Maximum Number of Students For Each School Classification**	**Minimum Number of Land Acres For Each School Site For Such Classification**
Elementary Schools - Grades K-5	600 students	11 acres
Junior High Schools - Grades 6-8	900 students	19 acres
High Schools - Grades 9-12	2,300 students	48 acres

Table 10-7-9(B)(1): School Dedication Requirements		
School Classification Grade	Maximum Number of Students For Each School Classification	Minimum Number of Land Acres For Each School Site For Such Classification
Elementary Schools - Grades K-5	321.50 students	7.25 acres
Junior High Schools - Grades 6-8	429.88 students	15.92 acres
High Schools - Grades 9-12	590 students	49.30 acres

C. **Contribution in Lieu Procedure.** When available land is inappropriate for park, recreational, or school sites, the City shall require ~~At the City's discretion, it may require~~ the developer to pay a contribution in lieu of the land dedication required. The cash contribution required in lieu of park and recreation and/or school facilities shall be per the City's adopted ordinances.

The cash contributions in lieu of park and recreation land dedication shall be held in trust solely for the acquisition of park and recreation land which will be available to serve the needs of the residents of the subdivision.

D. **Estimated Population Per Dwelling Unit.** Table 10-7-9(D) of population density shall be used to calculate the quantity of dedicated acres of land for parkland or schools or to determine the required cash contribution in lieu of.

Table 10-7-9(D): Estimated Population Per Dwelling Unit						
Type of Unit	Preschool	Elementary	Junior High	High School	Adults	Total Per Dwelling Unit
	0-4 Years	5-10 Years	11-13 Years	14-17 Years	18+ Years	All Ages
Dwelling, Single-Family						
2 Bedroom	0.113	0.136	0.048	0.020	1.700	2.017
3 Bedroom	0.292	0.369	0.173	0.184	1.881	2.899
4 Bedroom	0.418	0.530	0.298	0.360	2.158	3.764
5 Bedroom	0.283	0.345	0.248	0.300	2.594	3.770
Dwelling Duplex, Dwelling, Townhome						
1 Bedroom	0.000	0.000	0.000	0.000	1.193	1.193
2 Bedroom	0.064	0.088	0.048	0.038	1.752	1.990
3 Bedroom	0.212	0.234	0.058	0.059	1.829	2.392
4 Bedroom	0.323	0.322	0.154	0.173	2.173	3.145
Dwelling, Multi-Family						
Efficiency	0.000	0.000	0.000	0.000	1.294	1.294
1 Bedroom	0.000	0.002	0.001	0.001	1.754	1.758
2 Bedroom	0.047	0.086	0.042	0.046	1.693	1.914
3 Bedroom	0.052	0.234	0.123	0.118	2.526	3.053
Note: Estimated population per dwelling unit formula is based on standards in use in the Village of Sleepy Hollow, Illinois						

Table 10-7-9(D): Estimated Population Per Dwelling Unit						
Type of Unit	Preschool	Elementary	Junior High	High School	Adults	Total Per Dwelling Unit
	0-4 Years	5-10 Years	11-13 Years	14-17 Years	18+ Years	All Ages
Dwelling, Single-Family						
2 Bedroom	0.102	0.191	0.054	0.057	1.694	2.098
3 Bedroom	0.254	0.440	0.126	0.179	.921	2.920
4 Bedroom	0.413	0.665	0.190	0.340	2.142	3.750
5 Bedroom	0.236	0.488	0.139	0.249	2.637	3.749
Dwelling Duplex, Dwelling, Townhome						
1 Bedroom	0.000	0.064	0.018	0.037	1.068	1.187
2 Bedroom	0.092	0.198	0.056	0.074	1.776	2.196
3 Bedroom	0.231	0.298	0.085	0.103	1.805	2.522
4 Bedroom	0.332	0.452	0.130	0.205	2.243	3.362
Dwelling, Multi-Family						
Efficiency	0.000	0.064	0.018	0.037	1.360	1.479
1 Bedroom	0.000	0.064	0.018	0.038	1.749	1.869
2 Bedroom	0.042	0.160	0.045	0.079	1.614	1.940
3 Bedroom	0.050	0.339	0.096	0.153	2.499	3.137
Note: Estimated population per dwelling unit formula is based on standards adopted via Ord. 1996-3.						

Exhibit B

January 26, 1996

ORDINANCE NO. 1996- 3

ORDINANCE REVISING UNITED CITY OF THE VILLAGE OF YORKVILLE LAND CASH ORDINANCE

THE UNITED CITY OF THE VILLAGE OF YORKVILLE having studied the current Land-Cash formulas as set forth in its Land Cash Contribution Ordinance passed previously on the 10th day of May, 19 90; and the City Council and the Mayor of the United City of the Village of Yorkville pursuant to joint discussions and investigation of said formulas by the *Kendall-Grundy Regional School Superintendent's Office* and the City deeming there to have been substantial increase in the cost of acquisition of land and building of structures to serve the needs of the School *Districts affected*; and the City Council and the Mayor of the United City of the Village of Yorkville deeming it to be in the best interest of the *City and the affected School Districts* and in the best interest of the citizens of the United City of the Village of Yorkville to provide adequate financing for the acquisition of school sites and the construction of schools, does hereby enact an amendment to the existing Land-Cash Ordinance of the United City of the Village of Yorkville, passed on the 25th day of Jan, 19 96, as follows:

UPON MOTION DULY MADE, seconded and approved, the preexisting Land-Cash Ordinance formula is hereby modified as follows *and shall apply to all subdivisions where the final plat of Subdivision is approved by vote of the City Council.*

SECTION I DEDICATION OF PARK LANDS AND SCHOOL SITES OR PAYMENTS IN LIEU THEREOF

As a condition of approval of a final plat of subdivision or planned unit development, each subdivider or planned unit developer will be required to dedicate land or cash in lieu of actual land or a combination of both in accordance with the following criteria:

A. Criteria for Park and Recreation Land Dedication.

1. Location

A comprehensive Recreation Department plan and/or appropriate standards adopted by affected Recreation Departments shall be used as a guideline in locating sites *all lands so credited shall be above the 100-year design flood levels , and must meet the requirements of the Recreation Board. Specifically identified and approved wetland or natural areas located below the 100-year flood level may be credited in whole or in part, subsequent to Recreation Board review, and consent by the City Council. Other areas such as Storm Water Control Facilities may be taken by the City but will not be used to satisfy the requirements herein.*

2. Requirement and population Ratio

The ultimate population density to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for park and recreation sites. The acreage of land dedication requirement shall be determined by obtaining the total population of the development times 10 acres per 1,000 populations. Total population is determined by applying the estimated ultimate population per dwelling unit table (Table 1) to the number of respective units in the development. For purposes of this *requirement* each single family home will have four bedrooms. *Each duplex unit will be calculated as 50% two-bedroom units and 50% three bedroom units. Each townhome and apartment will be calculated with two bedrooms.*

Example: Development of 300 total populations

Total population X the required acreage = Total acres required
for 1,000 populations

$$300 \times \frac{10 \text{ acres}}{1{,}000} = 3 \text{ acres}$$

B. Criteria for Requiring School Site Dedication

1. Requirement and population Ratio

The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly upon the amount of land required to be dedicated for school sites. The land dedication requirement shall be determined by obtaining the ratio of: (a) estimated children to be served in each school classification (this number is determined by applying the estimated ultimate population per dwelling unit table (Table 1) to the number of respective units in the development) over the (b)maximum recommended number of students to be served in each such school classification as stated herein, and then applying such ratio to the (c) said minimum recommended number of acres for a school site of each such classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increased children in each such school classification. *For this computation, density calculations shall be the same as A2 above.*

2. School Classification and Size of School Site

School classification and size of school sites within the City shall be determined in accordance with the following criteria that is consistent with the minimum site recommendations of the Illinois State Board of Education (variances of grade organization and size are subject to local Board of Education District policy):

$$\frac{\text{estimated children by school classification}}{\text{actual school population by school classification}} \times \text{actual acreage by school classification} = \text{land donation}$$

Classification by Grades	County Average Students per school classification	County Average Acreage per school classification
Elementary	321.50 students	7.25 acres
Middle	429.88 students	15.92 acres
High School	590.0 students	49.30 acres

(Regional means are calculated to determine current student populations and acreages)

(See tables 1 & 2)

Elementary:

$$\frac{100 \times 1.078^*}{321.50} \times 7.25 = 2.4309 \text{ acres}$$

*Add preschool to elementary totals.

Middle:

$$\frac{100 \times .190}{429.88} \times 15.92 = .7036 \text{ acres}$$

High School:

$\frac{100 \times .340}{590} \times 49.30 = 2.8410$ acres

Total acreage = 5.9755

C. Criteria for Requiring a *Cash* Contribution in Lieu of Park and School Sites

1. When available land is inappropriate for park, recreational, or school sites, the City shall require a cash contribution in lieu of the land dedication by the subdivider or unit developer.

2. Collection of Fees

a. The cash contribution *in* lieu of park and recreation land dedication shall be held in trust by the City or other public body designated by the City, for the acquisition *of* park or recreational land as herein classified, which will be available to serve the immediate and future needs of the residents of that subdivision or development, or for the improvement of other existing local park and recreation lands which already serves such needs.

b. The contributions in lieu of school sites shall be *paid directly to the School District who will in turn issue a receipt that must be presented to the City prior to approval of the final plat.* Said funds shall be used for the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development, or for the improvement to any existing school site or buildings which already serve or will serve such need. *The City shall require a current supporting resolution enacted by the Board of Education Appendix F Herein, and shall require a report of fees collected by the School District on or about January 1 of each year. The City reserves the right to collect said funds if necessary.*

c. The total cash contribution to be required shall be determined at the time the final plat is approved. Prior to execution of the final plat by the appropriate City Officials, the developer or subdivider shall *pay the total required cash contribution as follows:*

a. One third (1/3) of the amount calculated for the entire plat calculated or the unit of land being final platted is to be paid to *either the City of Yorkville for Park Cash Contributions or to the School District for School Cash Contributions* along with a Letter of Credit *to the appropriate agency* assuring payments as specified from an approved financial institution in the amount equal to two thirds (2/3) of said entire amount, prior to the final plat being executed by the City. The letter of credit is hereinabove provided shall expressly provide it may be drawn against by the City *or by the School District* at any time the developer or subdivider fails to make the payments.

b. One third (1/3) of said amount for the entire final plat shall be paid upon issuance of the first occupancy permit or one year after the final plat is recorded, whichever occurs first. The Letter of Credit *will* be reduced to an amount equal to one third (1/3) of said entire amount *after said second payment.*

c. The final amount due as calculated per the ordinance for the entire final plat shall be paid prior to the acceptance in full or in part of the Public Improvements or two years after the final plat is recorded, whichever occurs first. The Letter of Credit will be returned after said payment.

3. Refund

If any portion of a cash contribution in lieu of park, recreation, or school sites is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded to the lot owner or owners of these lots for which the contribution was made which owner or owners are determined at the time the date of refund is established.

4. Criteria for requiring Land Dedication and a Fee

There will be situations in subdivisions or planned unit developments when a combination of land dedication and a contribution in lieu of land are both necessary; these occasions will arise when:

a. Only a portion of the land to be developed is proposed as the location for a park or school site. That portion of the land within the subdivision falling within the park or school location shall be dedicated as a site as stated earlier, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated.

b. A major part of the local park, recreation, or school site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication and a cash contribution in lieu thereof shall be required.

5. Fair Market Value

The cash contributions in lieu of land shall be based on the "Fair market value" of the acres of land in the area improved that otherwise would have been dedicated as park, recreation, or school sites. Because of the diversity of lands within the City, a single determination of "fair market value" is not possible. The "fair market value" for any particular parcel shall be determined by the Supervisor of Assessment Office of Kendall County prior to plat approval. This valuation determined by the Supervisor of Assessments shall be used unless any subdivider, developer, or public body files a written objection thereto. In the event of any such objection, the subdivider, developer, or public body shall submit an appraisal showing the "fair market value" of such improved land in the area of development of other evident. Final determination of said "fair market value" per acre of such improved land shall be made by the City Council based on such information submitted by the subdivider or developer and from other sources as may be submitted to the City Council be affected parties.

D. Time of Conveyance of payment

1. The subdivider or developer shall convey to the respective school district and *the City*, the lands required under this agreement within thirty (30) days after final subdivision plat or final plat of a planned unit development is recorded in the Kendall County Recorder's Office.

2. A subdivider or developer shall make each cash contribution required under this Ordinance.
As noted in C2c above.

E. Density

The attached table, marked as Table No. 1, being the same as Estimated Ultimate Population per Dwelling Unit, is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer.

In the event a subdivider or developer files a written objection to the Table of Estimated Ultimate Population Per Dwelling Unit, attached hereto, he shall submit his own demographic study showing the estimated additional population to be generated from the subdivision or planned unit development and in that event final determination of the density formula to be used in such calculations shall be made by the City Council, based upon such demographic information submitted by the subdivider or developer and from other sources which may be submitted to the City Council by the School District or others. It is recognized that population density, age distributions and local conditions change over the years, and the specific formula for the dedication of land, or the payment of fees in lieu thereof, as stated herein is subject to periodic review and amendment if necessary.

F. Reservation of Additional Land

Where the School District's or Recreation Department's's comprehensive plan or stands of the City Council call for a larger amount of park and recreational land or school sites in a particular subdivision or planned unit development than the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchases by the City or other public body designated by the City, provided that such acquisition is made within one year from the date of approval of the final plat *at a cost per acre as established in item C5 above.*

G. Topography and Grading

The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purposes. Grading, *topsoiling, and landscaping* on sites dedicated for park and recreational uses will be performed according to plans and specifications provided by the Recreation Department.

H. Improved Sites

All sites shall be dedicated in a condition ready for full service of electrical, water, sewer, *sidewalks, landscaping, streetlights* and streets (including enclosed drainage and curb and gutter) as applicable to the location of the site, or acceptable provision made therefore. The sidewalks and trees normally included within the definition of "Improved" sites may be *deferred* due to the delay time between dedication of any such site and construction of facilities thereon. *In such a case, the real cash value shall be paid.*

SECTION II ORDINANCE PROVISIONS

If any provision of this Ordinance or the application thereof to any person or circumstances is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application thereof, and to this extent the provisions of this Ordinance are declared to be coverable.

SECTION III EFFECTIVE DATE

This Ordinance shall be in full force and effect from the date of its passage as provided by law.

SECTION IV

To the extent any conflict exists between this present Ordinance and the previous Land-Cash Ordinance adopted by the United City of the Village of Yorkville, this Ordinance shall supersede the effects thereof.

PASSED this 25 day of Jan, 19 96.

APPROVED BY me, as Mayor of the United City of the Village of Yorkville, this 25 day of Jan, 19 96

Robert A. Johnson
Mayor

ATTEST:

Jacqueline Dawson
City Clerk

The 1993 yield table is a compilation of date secured from numerous sources throughout the Chicagoland Metropolitan area. Both school districts and municipalities have provided statistical date to update these figures. To those agencies, organizations, municipalities and school districts which have helped and have provided pertinent information, we are most grateful.

1993 TABLE OF ESTIMATED ULTIMATE POPULATION PER DWELLING UNIT

Children per Unit w/Sp. Ed. Factor

Type of Unit	Pre-School 0-4	Elementary Grades K-6 5-11 years	Junior High Grades 7-8 12-13 years	Total Pre K-8 5-13 years	High School Grades 9-12 14-17 years	Adults 18 yrs+	Total Per Dwelling Unit
Detached Single Family							
2 bedroom	0.102	0.191	0.054	0.347	0.057	1.694	2.098
3 bedroom	0.254	0.440	0.126	0.820	0.179	1.921	2.920
4 bedroom	0.413	0.665	0.190	1.268	0.340	2.142	3.750
5 bedroom	0.236	0.488	0.139	0.863	0.249	2.637	3.749
Attached Single Family							
1 bedroom	0.000	0.064	0.018	0.082	0.037	1.068	1.187
2 bedroom	0.092	0.198	0.056	0.346	0.074	1.776	2.196
3 bedroom	0.231	0.290	0.085	0.614	0.103	1.805	2.522
4 bedroom	0.332	0.452	0.130	0.914	0.205	2.243	3.362
Apartments							
Efficiency	0.000	0.064	0.018	0.082	0.037	1.360	1.479
1 bedroom	0.000	0.064	0.018	0.082	0.038	1.749	1.869
2 bedroom	0.042	0.160	0.045	0.247	0.079	1.614	1.940
3 bedroom	0.050	0.339	0.096	0.485	0.153	2.499	3.137

ADD PRE-SCHOOL TO ELEMENTARY TOTALS

TABLE 1

TABLE 2

	Acre	Capacity	Population
HS			
Coal City H.S.	50.000	600	480
Gardner/So. Wil	7.000	470	189
Morris H.S.	48.000	1240	796
Minooka H.S.	79.000	1300	733
Yorkville H.S.	24.720	600	583
Newark H.S.	48.790	350	154
Plano H.S.	19.170	834	617
Oswego H.S.	117.700	1314	1168
Totall	394.38		4720
Average	49.30		590.00
Middle School			
Coal City Middle	7.500	779	495
MVK Elementary	10.000	425	212
MVK Middle Sch	20.000	270	193
Gnaddenna Jr. Hig	22.420	650	448
Minooka Jr. High	6.500	430	333
Circle Center	29.700	540	731
Thomason Jr. Hi	19.225	624	545
Traughber Jr. Hi	12.000	618	482
Totall	127.345		3439
Average	15.92		429.88
Elementary			
Coal City Elemen	12.450	850	586
MVK Elementary	10.000	425	212
Nettle Creek	3.918	125	65
Emma	3.000	60	19
Center	2.460	366	435
Garfield	1.810	480	323
Franklin	0.331	240	189
Saratoga	24.000	569	417
Gardner Elem.	7.000	375	240
So. Wilmington E	2.300	285	107
Braceville Elem	5.300	325	141
Minooka Elem.	15.000	725	631
Newark Grade Sl	5.000	270	199
Millbrook	5.000	120	107
Centennial	2.530	298	268
J H Miller	7.360	473	428
Lisbon	5.310	250	139
Yorkville Grade	3.620	332	341
Bristol	4.440	247	284
East View	17.600	1014	907
Boulder Hill	12.000	545	543
Long Beach	9.200	641	492
Totall	159.53		7073.00
Average	7.25		321.50

Sample Computations/ Formula and Student Factor

Example #1: three bedroom home					
Note: use 1993 table with special education weight on population estimates					
	Add pre-school to Elementary				
Step #1: determine total student factor					
Category	Pop. Factor	Min. Acres	Max. Pop	Total Student Factor	
Elem.	0.694	7.25	321.5	0.015650	
Middle	0.126	15.92	429.88	0.004666	
H.S.	0.179	49.3	590	0.014957	
				0.035273	
Step #2: Multiply Total Student Factor by FMV					
TSF	FMV	Contribution			
0.035273	37250	$1313.92			
Check: Full Formula					
Category	PF	Min Acres	Max Pop	FMV	Contribution
Elem	0.694	7.25	321.5	37250	$582.97
MS	0.126	15.92	429.88	37250	$173.82
HS	0.179	49.3	590	37250	$557.15
					$1313.94
Example #2: Four bedroom home			(Table: pre-school + Elementary)		
Category	Pop. Factor	Min. Acres	Max. Pop	Total Student Factor	
Elem	1.078	7.25	321.5	0.024309	
MS	0.19	15.92	429.88	0.007036	
HS	0.34	49.3	590	0.028410	
				0.059756	
Multiply Total Student Factor by FMV					
TSF	FMV	Contribution			
0.059756	37,250	$2225.91			
Check: Full Formula					
Category	PF	Min Acres	Max Pop	FMV	Contribution
Elem	1.078	7.25	321.5	37,250	$905.53
MS	0.19	15.92	429.88	37,250	$262.11
HS	0.34	49.3	590	37,250	$1058.28
					$2225.91

Total Student Factor: Single Family Detached

3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.293	7.25	321.5	0.006607
Middle Sch	0.054	15.92	429.88	0.002000
High School	0.057	49.3	590	0.004763
				0.013370
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.694	7.25	321.5	0.015650
Middle Sch	0.126	15.92	429.88	0.004666
High School	0.179	49.3	590	0.014957
				0.035273
4 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	1.078	7.25	321.5	0.024309
Middle Sch	0.191	15.92	429.88	0.007036
High School	0.34	49.3	590	0.028410
				0.059756
5 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.724	7.25	321.5	0.016337
Middle Sch	0.139	15.92	429.88	0.005148
High School	0.249	49.3	590	0.020806
				0.042281

Total Student Factor: Attached Single Family

1 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.037	49.3	590	0.003092
				0.005202
2 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.029	7.25	321.5	0.000654
Middle Sch	0.056	15.92	429.88	0.002074
High School	0.074	49.3	590	0.006183
				0.008911
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.298	7.25	321.5	0.006720
Middle Sch	0.085	15.92	429.88	0.003148
High School	0.103	49.3	590	0.008607
				0.018475
4 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	1.01	7.25	321.5	0.022869
Middle Sch	0.13	15.92	429.88	0.004814
High School	0.205	49.3	590	0.017130
				0.044833

Total Student Factors: Apartments

EFFICIENCY				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.037	49.3	590	0.003092
				0.005202
1 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.038	49.3	590	0.003175
				0.005285
2 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.202	7.25	321.5	0.004555
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.079	49.3	590	0.006601
				0.011823
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.389	7.25	321.5	0.008772
Middle Sch	0.096	15.92	429.88	0.003555
High School	0.153	49.3	590	0.012785
				0.025112

Unit District: Student Factor Computation

DETACHED SINGLE FAMILY			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
2 BEDROOMS	0.015537	X		
3 BEDROOMS	0.035273	X		
4 BEDROOMS	0.059756	X		
5 BEDROOMS	0.042281	X		
ATTACHED SINGLE FAMILY			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
1 BEDROOM	0.005202	X		
2 BEDROOMS	0.008911	X		
3 BEDROOMS	0.019475	X		
4 BEDROOMS	0.044835	X		
APARTMENTS			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
EFFICIENCY	0.005202	X		
1 BEDROOM	0.005285	X		
2 BEDROOM	0.011823	X		
3 BEDROOM	0.025112	X		

Resolution on Land Use and/or Expenditures
of the City of Yorkville Land Cash
Contributions

Whereas the City of Yorkville has established a Land Cash Ordinance dedicated to the concept that healthful, productive community life depends in part on the availability of recreational and park space and adequate school facilities and

Whereas the City of Yorkville has determined that the provision of park, recreation, and school sites to serve the immediate and future needs of adults and children of each new subdivision, planned unit development or individual construction is just as essential to proper land development as are street, water, sewers and sidewalks, and

Whereas the City of Yorkville has established ordinance procedures for the acquisition of land and/or the payment of cash in lieu of land, now

Therefore it is resolved by the Yorkville Community Unit School District #115 Board of Education that all conditions and requirements of said City of Yorkville Land Cash Ordinance shall be maintained and upheld by this governmental entity, and that any use of land or expenditure of contributions derived from the Yorkville Land Cash Ordinance shall be in conformance with stipulations and conditions so stated within the Yorkville Land Cash Ordinance.

2/26/96 — 2-26-96

President — Date — Secretary — Date

Packet materials from 5/8/24 PZC meeting to follow

Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Sara Mendez, Planner I
Bart Olson, City Administrator
Date: April 17, 2024
Subject: **PZC 2024-13** Park & Recreation Land and School Site Dedication Proposed Text Amendment

---

Summary

A request to amend 10-7-9 Park and Recreation Land and School Dedication in the Unified Development Ordinance regarding the methodology, criteria, and formula for requiring park and recreation and school site dedication as a condition of final plat approval of a subdivision. The proposed amendments would revert the calculations to the prior ordinance adopted in 1996 and provide continuity in calculating park and school land cash fees for current and future residential developments. Recommended revisions are specific to Table 10-7-9(A)(1): Parkland Dedication Requirements, Table 10-7-9(B)(1): School Dedication Requirements, and Table 10-7-9(D): Estimated Population Per Dwelling Unit.

Background

In January 1996, the City of Yorkville adopted a Land Cash Ordinance which established the required minimum land dedication for parks and schools upon approval of a final plat of subdivision for new residential developments. The land cash ordinance also allowed for a cash in lieu payment rather than the actual land or a combination of both if the development site could not reasonably accommodate the required minimum acreage to be dedicated for public parks and schools.

At that time, the formula for calculating the minimum required land dedication was derived from the Illinois State Board of Education recommendations for minimum site criteria based on school classification by grade, county average students per school classification, and county average acreage per school classification. Ultimately, the number of students to be generated by a subdivision or planned unit development was calculated using a data from 1993 which determined the minimum acreage (park and school) required to be dedicated or funded in cash.

Since 1996, there have been four (4) amendments to the Land Cash Ordinance related to the fair market value for an improved acre of land in Yorkville. Although the ordinance states *"it is recognized that population density, age distributions and local conditions change over years, and the specific formula for the dedication of land, or the payment of fees in lieu thereof… are subject to periodic review and amendment if necessary"*, there has been no changes to the methodology the City uses to determine land cash calculations in nearly 30 years.

Unified Development Ordinance

As part of the Unified Development Ordinance adoption, the consultant prepared recommended changes to the City's established land cash population methodology, estimated number of students per school classification, and minimum numbers of acres required for both park land and school site dedication. According to staff's research, these numbers were based off of the 2010 Illinois Capital Development Board's (ICDB) Acreage Guidelines which serves as the construction management arm for Illinois State Government and most school districts follow these standards when deciding to construct new facilities, as well as the School Construction Laws in the state statute. Furthermore, many area communities have adopted this methodology as well, such as Oswego, St. Charles, Joliet, Elgin, New

Lennox, Woodridge, and the Village of Sleepy Hollow (cited in the UDO). Therefore, the recommendation was made to modernize the land cash formula which was codified in the Unified Development Ordinance.

Comparison of Former & Current Calculations

The following table illustrates the comparison of the formula from the previous land cash ordinance (approved via Ord. 1996-3) and the current UDO formula:

Former Land Cash Dedication Requirements (Ord. 1996-3)				**UDO School Land Cash Requirements (Ord. 2023-60)**			
School Classification	*County Average Students per school classification*	*County Average Acreage per school classification*		*School Classification*	*Maximum Number of Students for school classification*	*Minimum Number of Land Acres for school classification*	
Elementary	321.50	7.25	0.0225 ac/student	**Elementary**	600	11	0.018 ac/student
Middle	429.88	15.92	0.3703 ac/student	**Middle**	900	19	0.211 ac/student
High School	590.0	49.30	0.0835 ac/student	**High School**	2,300	48	0.208 ac/student

The City previously based our school land cash requirements on an assumption that an average of 321 kids would be in a 7.25-acre elementary school, 429 kids would be in a ~16-acre middle school, and 590 kids would be in a 49-acre high school. The City's new land cash ordinance changed the methodology of the fees to reduce the total donation from developers to the school district because we modified the population projection table and moved to an assumption that a maximum count of 600 kids would be in an 11-acre elementary school, 900 kids would be in a 19-acre middle school, and 2,300 kids would be in a 48-acre high school[1]. However, this new land cash ordinance has the effect of reducing the park and school land cash donation by nearly half.

Below are example calculations using the former land cash calculations and the current UDO calculations for a generic residential planned unit development with 100 single-family homes, 50 townhomes, and 20 duplexes, for a total of 170 dwelling units.

	1996 Land Cash Ord.	**UDO Land Cash Ord.**
Required Park Land Donation/Cash	5.320 acres/$537,320	2.858 acres/$288,658
Required School Land Donation/Cash	7.100 acres/$717,126	3.500 acres/$353,533
Cash in Lieu Fee per Dwelling Unit (Park)	SF = $3,787.64 DU = $2,382.68 TH = $2,218.04	SF = $2,090.57 DU = $1,216.90 TH = $1,105.27
Cash in Lieu Fee per Dwelling Unit (School)	SF = $5,055.12 DU = $3,180.01 TH = $2,960.28	SF = $2,560.41 DU = $1,490.40 TH = $1,353.67

[1] The 2010 ICDB recommendations are the same or very close to the UDO land cash values (e.g., Elementary: 5 acres plus 1 acre per 100 students; Middle: 15 acres plus 1 acre per 100 students; High School: 20 acres plus 1 acre per 100 students).

Proposed Text Amendments

In consideration of the impactful changes to the school land cash donation as a result of the new methodology used in the UDO, staff is proposing to amend Section 10-7-9. Park and Recreation Land and School Dedication in the Unified Development Ordinance (UDO). The following is a summary of the proposed amendments:

1. Table 10-7-9(A)(1): Parkland Dedication Requirements.

Staff is proposing to remove the following table in its entirety as the total parkland dedication table recommends a minimum total of 5.5 aces per 1,000 people, while the previous 1996 Land Cash Ordinance recommends a minimum of ten (10) acres. Additionally, the original 1996 ordinance did not have a parkland dedication table as presented in the UDO version, which provides minimum acres and size ranges per type of recreation area. Although the 2008 Yorkville Park and Recreation Master Plan provides for such park acreage standards, these standards may be revised in the future. Therefore, staff recommends deferring to the most recent adopted version of the Park and Recreation Master Plan for park acreage standards, as follows:

A. **Criteria For Requiring Park and Recreation Land Dedication.**

1. **Requirements and Population Ratio.** The quantity of land required for park dedication shall result directly from the total population of the proposed development. The total requirement shall be ~~five and one half (5 ½)~~ten (10) acres of land per one thousand (1,000) residents. The required ~~five and one half (5 ½)~~t ten (10) acres shall be allocated into different types of recreation areas ~~as shown in Table 10-7-9(A)(1)~~ per the City's adopted Park and Recreation Master Plan, or as may be required by City Council at its discretion.

Table 10-7-9(A)(1): Parkland Dedication Requirements		
Type of Recreation Area	Size Range	Minimum Acres Per 1,000 People
Play lot	Minimum - 8,000 square feet	n/a
School/park (neighborhood playground)	Minimum - 5 acres	1.25
Neighborhood park	Minimum - 3 1/2 acres	1
District-wide park or play field	Minimum - 4 acres, up to 30 acres	1.25
Community-wide recreation park	Minimum - 12 acres, up to 30 acres	2
Total		5.5

2. Table 10-7-9(B)(1): School Dedication Requirements

a. Replace with the following revised table.

Table 10-7-9(B)(1): School Dedication Requirements		
School Classification Grade	Maximum Number of Students For Each School Classification	Minimum Number of Land Acres For Each School Site For Such Classification
Elementary Schools - Grades K-5	321.50 students	7.25 acres
Junior High Schools - Grades 6-8	429.88 students	15.92 acres
High Schools - Grades 9-12	590 students	49.30 acres

3. **Table 10-7-9(D): Estimated Population Per Dwelling Unit**
   a. Replace with the following revised table.

Table 10-7-9(D): Estimated Population Per Dwelling Unit						
Type of Unit	**Preschool**	**Elementary**	**Junior High**	**High School**	**Adults**	**Total Per Dwelling Unit**
	0-4 Years	5-10 Years	11-13 Years	14-17 Years	18+ Years	All Ages
Dwelling, Single-Family						
2 Bedroom	0.102	0.191	0.054	0.057	1.694	2.098
3 Bedroom	0.254	0.440	0.126	0.179	.921	2.920
4 Bedroom	0.413	0.665	0.190	0.340	2.142	3.750
5 Bedroom	0.236	0.488	0.139	0.249	2.637	3.749
Dwelling Duplex, Dwelling, Townhome						
1 Bedroom	0.000	0.064	0.018	0.037	1.068	1.187
2 Bedroom	0.092	0.198	0.056	0.074	1.776	2.196
3 Bedroom	0.231	0.298	0.085	0.103	1.805	2.522
4 Bedroom	0.332	0.452	0.130	0.205	2.243	3.362
Dwelling, Multi-Family						
Efficiency	0.000	0.064	0.018	0.037	1.360	1.479
1 Bedroom	0.000	0.064	0.018	0.038	1.749	1.869
2 Bedroom	0.042	0.160	0.045	0.079	1.614	1.940
3 Bedroom	0.050	0.339	0.096	0.153	2.499	3.137
Note: Estimated population per dwelling unit formula is based on standards adopted via Ord. 1996-3.						

4. **Appendix B – Ordinance No. 1996-3**

Staff also proposes to add as Appendix B in the Unified Development Ordinance the previously recorded Ordinance No. 1996-3 Revising United City of the Village of Yorkville Land Cash Ordinance adopted on January 25, 1996 which would codify the ordinance as a reference to the other development related ordinances.

Staff Comments

Staff supports the revisions to Section 10-7-9 of the Unified Development Ordinance, reinstating the 1996 methodology for determining park and school land dedication requirements, ensuring consistency in cash fee calculations for residential developments both present and forthcoming.

Proposed Motion:

In consideration of testimony presented during a Public Hearing on May 8, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-7-9 Park and Recreation Land and School Dedication in the Unified Development Ordinance regarding the methodology, criteria, and formula for requiring park and recreation and school site dedications a condition of final plat approval of a subdivision, as presented in a staff memorandum dated April 17, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Attachments

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-7-9 Park and Recreation Land and School Site Dedication
3. Ord. 1996-3 "Ordinance Revising United City of the Village of Yorkville Land Cash Ordinance"
4. 2008 Park and Recreation Master Plan excerpt re: Park Facility Standards
5. Comparison Spreadsheets of Example Land Cash Calculations
6. Public Hearing Notice

Ordinance No. _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING PARK AND RECREATION AND SCHOOL SITE DEDICATION (LAND CASH)

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 10-8-11 of the United City of Yorkville Unified Development Ordinance ("UDO") the City may initiate amendments to the Zoning Ordinance; and,

WHEREAS, the City filed a request seeking an amendment to the UDO to revise the methodology, criteria, and formula for requiring park and recreation and school site dedication as a condition of final plat approval of a subdivision; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on May 8, 2024, to consider the request and forward a recommendation to the City Council to approve the requested text amendment.

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 above recitals are hereby incorporated and made a part of this Ordinance.

Section 2: That Section 10-7-9 Park and Recreation Land and School Dedication of the United City of Yorkville Unified Development Ordinance, specifically Tables 10-7-9(A)(1): Parkland Dedication Requirements, Table 10-7-9(B)(1): School Dedication Requirements, and Table 10-7-9(D): Estimated Population Per Dwelling Unit, is hereby amended attached hereto and made a part hereof as *Exhibit A*.

Section 3: That the previously recorded Ordinance No. 1996-3 Revising United City of the Village of Yorkville Land Cash Ordinance adopted on January 25, 1996 shall be added as Appendix B. Land Cash Ordinance in the Unified Development Ordinance and is hereby attached hereto and made a part hereof as *Exhibit B.*

Section 4: 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 _____, 2024.

_____
City Clerk

DAN TRANSIER	_____	KEN KOCH	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	RUSTY CORNEILS	_____
SEAVER TARULIS	_____	MATT MAREK	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2024.

_____
Mayor

10-7-9. Park and Recreation Land and School Site Dedication

As a condition of approval of a final plat of a subdivision, the developer shall dedicate land for park and recreational purposes and for school sites to serve the needs of residents of the development, or a cash contribution in lieu of the land dedication, or a combination of both, at the discretion of the City, in accordance with the criteria and formula below.

A. **Criteria For Requiring Park and Recreation Land Dedication.**

1. **Requirements and Population Ratio.** The quantity of land required for park dedication shall result directly from the total population of the proposed development. The total requirement shall be ~~five and one half (5 ½)~~ten (10) acres of land per one thousand (1,000) residents. The required f~~ive and one half (5 ½)~~t ten (10) acres shall be allocated into different types of recreation areas ~~as shown in Table 10-7-9(A)(1)~~ per the City's adopted Park and Recreation Master Plan, or as may be required by City Council at its discretion.

Table 10-7-9(A)(1): Parkland Dedication Requirements		
Type of Recreation Area	**Size Range**	**Minimum Acres Per 1,000 People**
Play lot	Minimum - 8,000 square feet	n/a
School/park (neighborhood playground)	Minimum - 5 acres	1.25
Neighborhood park	Minimum - 3 1/2 acres	1
District-wide park or play field	Minimum - 4 acres, up to 30 acres	1.25
Community-wide recreation park	Minimum - 12 acres, up to 30 acres	2
Total		5.5

B. **Criteria For School Site Dedication.**

1. **Requirement and Population Ratio.** The required dedication of land for school sites shall depend on the quantity of students projected to be generated within the subdivision. The land dedication requirement shall be determined by obtaining the ratio of: (a) the ~~maximum~~ estimated number of students to be served in each such school classification (this number is determined by applying the estimated population per dwelling unit as defined in Table 10-7-9~~(B)(1)~~(D) over (b) the maximum recommended number of students to be served in each school classification ,and then applying such ratio to the (c) minimum recommended number of acres for a school site of each school classification defined in Table 10-7-9(B)(1). The product shall be the number of acres of land required for sufficient school sites to serve the estimated children in each such school classification.

Table 10-7-9(B)(1): School Dedication Requirements		
School Classification Grade	**Maximum Number of Students For Each School Classification**	**Minimum Number of Land Acres For Each School Site For Such Classification**
Elementary Schools - Grades K-5	600 students	11 acres
Junior High Schools - Grades 6-8	900 students	19 acres
High Schools - Grades 9-12	2,300 students	48 acres

Table 10-7-9(B)(1): School Dedication Requirements		
School Classification Grade	Maximum Number of Students For Each School Classification	Minimum Number of Land Acres For Each School Site For Such Classification
Elementary Schools - Grades K-5	321.50 students	7.25 acres
Junior High Schools - Grades 6-8	429.88 students	15.92 acres
High Schools - Grades 9-12	590 students	49.30 acres

C. **Contribution in Lieu Procedure.** When available land is inappropriate for park, recreational, or school sites, the City shall require ~~At the City's discretion, it may require~~ the developer to pay a contribution in lieu of the land dedication required. The cash contribution required in lieu of park and recreation and/or school facilities shall be per the City's adopted ordinances.

The cash contributions in lieu of park and recreation land dedication shall be held in trust solely for the acquisition of park and recreation land which will be available to serve the needs of the residents of the subdivision.

D. **Estimated Population Per Dwelling Unit.** Table 10-7-9(D) of population density shall be used to calculate the quantity of dedicated acres of land for parkland or schools or to determine the required cash contribution in lieu of.

Table 10-7-9(D): Estimated Population Per Dwelling Unit						
Type of Unit	Preschool	Elementary	Junior High	High School	Adults	Total Per Dwelling Unit
	0-4 Years	5-10 Years	11-13 Years	14-17 Years	18+ Years	All Ages
Dwelling, Single-Family						
2 Bedroom	0.113	0.136	0.048	0.020	1.700	2.017
3 Bedroom	0.292	0.369	0.173	0.184	1.881	2.899
4 Bedroom	0.418	0.530	0.298	0.360	2.158	3.764
5 Bedroom	0.283	0.345	0.248	0.300	2.594	3.770
Dwelling Duplex, Dwelling, Townhome						
1 Bedroom	0.000	0.000	0.000	0.000	1.193	1.193
2 Bedroom	0.064	0.088	0.048	0.038	1.752	1.990
3 Bedroom	0.212	0.234	0.058	0.059	1.829	2.392
4 Bedroom	0.323	0.322	0.154	0.173	2.173	3.145
Dwelling, Multi-Family						
Efficiency	0.000	0.000	0.000	0.000	1.294	1.294
1 Bedroom	0.000	0.002	0.001	0.001	1.754	1.758
2 Bedroom	0.047	0.086	0.042	0.046	1.693	1.914
3 Bedroom	0.052	0.234	0.123	0.118	2.526	3.053
Note: Estimated population per dwelling unit formula is based on standards in use in the Village of Sleepy Hollow, Illinois						

Table 10-7-9(D): Estimated Population Per Dwelling Unit						
Type of Unit	Preschool	Elementary	Junior High	High School	Adults	Total Per Dwelling Unit
	0-4 Years	5-10 Years	11-13 Years	14-17 Years	18+ Years	All Ages
Dwelling, Single-Family						
2 Bedroom	0.102	0.191	0.054	0.057	1.694	2.098
3 Bedroom	0.254	0.440	0.126	0.179	.921	2.920
4 Bedroom	0.413	0.665	0.190	0.340	2.142	3.750
5 Bedroom	0.236	0.488	0.139	0.249	2.637	3.749
Dwelling Duplex, Dwelling, Townhome						
1 Bedroom	0.000	0.064	0.018	0.037	1.068	1.187
2 Bedroom	0.092	0.198	0.056	0.074	1.776	2.196
3 Bedroom	0.231	0.298	0.085	0.103	1.805	2.522
4 Bedroom	0.332	0.452	0.130	0.205	2.243	3.362
Dwelling, Multi-Family						
Efficiency	0.000	0.064	0.018	0.037	1.360	1.479
1 Bedroom	0.000	0.064	0.018	0.038	1.749	1.869
2 Bedroom	0.042	0.160	0.045	0.079	1.614	1.940
3 Bedroom	0.050	0.339	0.096	0.153	2.499	3.137
Note: Estimated population per dwelling unit formula is based on standards adopted via Ord. 1996-3.						

January 26, 1996

ORDINANCE NO. ~~XXXX~~ 1996-3

ORDINANCE REVISING
UNITED CITY OF THE VILLAGE OF YORKVILLE
LAND CASH ORDINANCE

THE UNITED CITY OF THE VILLAGE OF YORKVILLE having studied the current Land-Cash formulas as set forth in its Land Cash Contribution Ordinance passed previously on the 10th day of May, 19 90; and the City Council and the Mayor of the United City of the Village of Yorkville pursuant to joint discussions and investigation of said formulas by the *Kendall-Grundy Regional School Superintendent's Office* and the City deeming there to have been substantial increase in the cost of acquisition of land and building of structures to serve the needs of the School *Districts affected*; and the City Council and the Mayor of the United City of the Village of Yorkville deeming it to be in the best interest of the *City and the affected School Districts* and in the best interest of the citizens of the United City of the Village of Yorkville to provide adequate financing for the acquisition of school sites and the construction of schools, does hereby enact an amendment to the existing Land-Cash Ordinance of the United City of the Village of Yorkville, passed on the 25th day of Jan, 19 96, as follows:

UPON MOTION DULY MADE, seconded and approved, the preexisting Land-Cash Ordinance formula is hereby modified as follows *and shall apply to all subdivisions where the final plat of Subdivision is approved by vote of the City Council.*

SECTION I DEDICATION OF PARK LANDS AND SCHOOL SITES OR PAYMENTS IN LIEU THEREOF

As a condition of approval of a final plat of subdivision or planned unit development, each subdivider or planned unit developer will be required to dedicate land or cash in lieu of actual land or a combination of both in accordance with the following criteria:

A. Criteria for Park and Recreation Land Dedication.

1. Location

A comprehensive Recreation Department plan and/or appropriate standards adopted by affected Recreation Departments shall be used as a guideline in locating sites *all lands so credited shall be above the 100-year design flood levels , and must meet the requirements of the Recreation Board. Specifically identified and approved wetland or natural areas located below the 100-year flood level may be credited in whole or in part, subsequent to Recreation Board review, and consent by the City Council. Other areas such as Storm Water Control Facilities may be taken by the City but will not be used to satisfy the requirements herein.*

2. Requirement and population Ratio

The ultimate population density to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for park and recreation sites. The acreage of land dedication requirement shall be determined by obtaining the total population of the development times 10 acres per 1,000 populations. Total population is determined by applying the estimated ultimate population per dwelling unit table (Table 1) to the number of respective units in the development. For purposes of this *requirement* each single family home will have four bedrooms. *Each duplex unit will be calculated as 50% two-bedroom units and 50% three bedroom units. Each townhome and apartment will be calculated with two bedrooms.*

Example: Development of 300 total populations

Total population X the required acreage = Total acres required
for 1,000 populations

$$300 \times \frac{10 \text{ acres}}{1{,}000} = 3 \text{ acres}$$

B. Criteria for Requiring School Site Dedication

1. Requirement and population Ratio

The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly upon the amount of land required to be dedicated for school sites. The land dedication requirement shall be determined by obtaining the ratio of: (a) estimated children to be served in each school classification (this number is determined by applying the estimated ultimate population per dwelling unit table (Table 1) to the number of respective units in the development) over the (b)maximum recommended number of students to be served in each such school classification as stated herein, and then applying such ratio to the (c) said minimum recommended number of acres for a school site of each such classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increased children in each such school classification. *For this computation, density calculations shall be the same as A2 above.*

2. School Classification and Size of School Site

School classification and size of school sites within the City shall be determined in accordance with the following criteria that is consistent with the minimum site recommendations of the Illinois State Board of Education (variances of grade organization and size are subject to local Board of Education District policy):

$$\frac{\text{estimated children by school classification}}{\text{actual school population by school classification}} \times \text{actual acreage by school classification} = \text{land donation}$$

Classification by Grades	County Average Students per school classification	County Average Acreage per school classification
Elementary	321.50 students	7.25 acres
Middle	429.88 students	15.92 acres
High School	590.0 students	49.30 acres

(Regional means are calculated to determine current student populations and acreages)

(See tables 1 & 2)

Elementary:

$$\frac{100 \times 1.078^*}{321.50} \times 7.25 = 2.4309 \text{ acres}$$

*Add preschool to elementary totals.

Middle:

$$\frac{100 \times .190}{429.88} \times 15.92 = .7036 \text{ acres}$$

High School:

$\frac{100 \times .340}{590} \times 49.30 = 2.8410$ acres

Total acreage = 5.9755

C. Criteria for Requiring a *Cash* Contribution in Lieu of Park and School Sites

1. When available land is inappropriate for park, recreational, or school sites, the City shall require a cash contribution in lieu of the land dedication by the subdivider or unit developer.

2. Collection of Fees

a. The cash contribution *in* lieu of park and recreation land dedication shall be held in trust by the City or other public body designated by the City, for the acquisition *of* park or recreational land as herein classified, which will be available to serve the immediate and future needs of the residents of that subdivision or development, or for the improvement of other existing local park and recreation lands which already serves such needs.

b. The contributions in lieu of school sites shall be *paid directly to the School District who will in turn issue a receipt that must be presented to the City prior to approval of the final plat.* Said funds shall be used for the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development, or for the improvement to any existing school site or buildings which already serve or will serve such need. *The City shall require a current supporting resolution enacted by the Board of Education Appendix F Herein, and shall require a report of fees collected by the School District on or about January 1 of each year. The City reserves the right to collect said funds if necessary.*

c. The total cash contribution to be required shall be determined at the time the final plat is approved. Prior to execution of the final plat by the appropriate City Officials, the developer or subdivider shall *pay the total required cash contribution as follows:*

a. One third (1/3) of the amount calculated for the entire plat calculated or the unit of land being final platted is to be paid to *either the City of Yorkville for Park Cash Contributions or to the School District for School Cash Contributions* along with a Letter of Credit *to the appropriate agency* assuring payments as specified from an approved financial institution in the amount equal to two thirds (2/3) of said entire amount, prior to the final plat being executed by the City. The letter of credit is hereinabove provided shall expressly provide it may be drawn against by the City *or by the School District* at any time the developer or subdivider fails to make the payments.

b. One third (1/3) of said amount for the entire final plat shall be paid upon issuance of the first occupancy permit or one year after the final plat is recorded, whichever occurs first. The Letter of Credit *will* be reduced to an amount equal to one third (1/3) of said entire amount *after said second payment.*

c. The final amount due as calculated per the ordinance for the entire final plat shall be paid prior to the acceptance in full or in part of the Public Improvements or two years after the final plat is recorded, whichever occurs first. The Letter of Credit will be returned after said payment.

3. Refund

If any portion of a cash contribution in lieu of park, recreation, or school sites is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded to the lot owner or owners of these lots for which the contribution was made which owner or owners are determined at the time the date of refund is established.

4. Criteria for requiring Land Dedication and a Fee

There will be situations in subdivisions or planned unit developments when a combination of land dedication and a contribution in lieu of land are both necessary; these occasions will arise when:

a. Only a portion of the land to be developed is proposed as the location for a park or school site. That portion of the land within the subdivision falling within the park or school location shall be dedicated as a site as stated earlier, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated.

b. A major part of the local park, recreation, or school site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication and a cash contribution in lieu thereof shall be required.

5. Fair Market Value

The cash contributions in lieu of land shall be based on the "Fair market value" of the acres of land in the area improved that otherwise would have been dedicated as park, recreation, or school sites. Because of the diversity of lands within the City, a single determination of "fair market value" is not possible. The "fair market value" for any particular parcel shall be determined by the Supervisor of Assessment Office of Kendall County prior to plat approval. This valuation determined by the Supervisor of Assessments shall be used unless any subdivider, developer, or public body files a written objection thereto. In the event of any such objection, the subdivider, developer, or public body shall submit an appraisal showing the "fair market value" of such improved land in the area of development of other evident. Final determination of said "fair market value" per acre of such improved land shall be made by the City Council based on such information submitted by the subdivider or developer and from other sources as may be submitted to the City Council be affected parties.

D. Time of Conveyance of payment

1. The subdivider or developer shall convey to the respective school district and *the City*, the lands required under this agreement within thirty (30) days after final subdivision plat or final plat of a planned unit development is recorded in the Kendall County Recorder's Office.

2. A subdivider or developer shall make each cash contribution required under this Ordinance.
As noted in C2c above.

E. Density

The attached table, marked as Table No. 1, being the same as Estimated Ultimate Population per Dwelling Unit, is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer.

In the event a subdivider or developer files a written objection to the Table of Estimated Ultimate Population Per Dwelling Unit, attached hereto, he shall submit his own demographic study showing the estimated additional population to be generated from the subdivision or planned unit development and in that event final determination of the density formula to be used in such calculations shall be made by the City Council, based upon such demographic information submitted by the subdivider or developer and from other sources which may be submitted to the City Council by the School District or others. It is recognized that population density, age distributions and local conditions change over the years, and the specific formula for the dedication of land, or the payment of fees in lieu thereof, as stated herein is subject to periodic review and amendment if necessary.

F. Reservation of Additional Land

Where the School District's or Recreation Department's's comprehensive plan or stands of the City Council call for a larger amount of park and recreational land or school sites in a particular subdivision or planned unit development than the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchases by the City or other public body designated by the City, provided that such acquisition is made within one year from the date of approval of the final plat *at a cost per acre as established in item C5 above.*

G. Topography and Grading

The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purposes. Grading, *topsoiling, and landscaping* on sites dedicated for park and recreational uses will be performed according to plans and specifications provided by the Recreation Department.

H. Improved Sites

All sites shall be dedicated in a condition ready for full service of electrical, water, sewer, *sidewalks, landscaping, streetlights* and streets (including enclosed drainage and curb and gutter) as applicable to the location of the site, or acceptable provision made therefore. The sidewalks and trees normally included within the definition of "Improved" sites may be *deferred* due to the delay time between dedication of any such site and construction of facilities thereon. *In such a case, the real cash value shall be paid.*

SECTION II ORDINANCE PROVISIONS

If any provision of this Ordinance or the application thereof to any person or circumstances is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application thereof, and to this extent the provisions of this Ordinance are declared to be coverable.

SECTION III EFFECTIVE DATE

This Ordinance shall be in full force and effect from the date of its passage as provided by law.

SECTION IV

To the extent any conflict exists between this present Ordinance and the previous Land-Cash Ordinance adopted by the United City of the Village of Yorkville, this Ordinance shall supersede the effects thereof.

PASSED this 25 day of Jan, 19 96.

APPROVED BY me, as Mayor of the United City of the Village of Yorkville, this 25 day of Jan, 19 96

Robert A. Johnson
Mayor

ATTEST:

Jacqueline Dawson
City Clerk

The 1993 yield table is a compilation of date secured from numerous sources throughout the Chicagoland Metropolitan area. Both school districts and municipalities have provided statistical date to update these figures. To those agencies, organizations, municipalities and school districts which have helped and have provided pertinent information, we are most grateful.

1993 TABLE OF ESTIMATED ULTIMATE POPULATION PER DWELLING UNIT

Children per Unit w/Sp. Ed. Factor

Type of Unit	Pre-School 0-4	Elementary Grades K-6 5-11 years	Junior High Grades 7-8 12-13 years	Total Pre K-8 5-13 years	High School Grades 9-12 14-17 years	Adults 18 yrs+	Total Per Dwelling Unit
Detached Single Family							
2 bedroom	0.102	0.191	0.054	0.347	0.057	1.694	2.098
3 bedroom	0.254	0.440	0.126	0.820	0.179	1.921	2.920
4 bedroom	0.413	0.665	0.190	1.268	0.340	2.142	3.750
5 bedroom	0.236	0.488	0.139	0.863	0.249	2.637	3.749
Attached Single Family							
1 bedroom	0.000	0.064	0.018	0.082	0.037	1.068	1.187
2 bedroom	0.092	0.198	0.056	0.346	0.074	1.776	2.196
3 bedroom	0.231	0.290	0.085	0.614	0.103	1.805	2.522
4 bedroom	0.332	0.452	0.130	0.914	0.205	2.243	3.362
Apartments							
Efficiency	0.000	0.064	0.018	0.082	0.037	1.360	1.479
1 bedroom	0.000	0.064	0.018	0.082	0.038	1.749	1.869
2 bedroom	0.042	0.160	0.045	0.247	0.079	1.614	1.940
3 bedroom	0.050	0.339	0.096	0.485	0.153	2.499	3.137

ADD PRE-SCHOOL TO ELEMENTARY TOTALS

TABLE 1

TABLE 2

	Acre	Capacity	Population
HS			
Coal City H.S.	50.000	600	480
Gardner/So. Wil	7.000	470	189
Morris H.S.	48.000	1240	796
Minooka H.S.	79.000	1300	733
Yorkville H.S.	24.720	600	583
Newark H.S.	48.790	350	154
Plano H.S.	19.170	834	617
Oswego H.S.	117.700	1314	1168
Totall	394.38		4720
Average	49.30		590.00
Middle School			
Coal City Middle	7.500	779	495
MVK Elementary	10.000	425	212
MVK Middle Sch	20.000	270	193
Gnaddenna Jr. Hig	22.420	650	448
Minooka Jr. High	6.500	430	333
Circle Center	29.700	540	731
Thomason Jr. Hi	19.225	624	545
Traughber Jr. Hi	12.000	618	482
Totall	127.345		3439
Average	15.92		429.88
Elementary			
Coal City Elemen	12.450	850	586
MVK Elementary	10.000	425	212
Nettle Creek	3.918	125	65
Emma	3.000	60	19
Center	2.460	366	435
Garfield	1.810	480	323
Franklin	0.331	240	189
Saratoga	24.000	569	417
Gardner Elem.	7.000	375	240
So. Wilmington E	2.300	285	107
Braceville Elem	5.300	325	141
Minooka Elem.	15.000	725	631
Newark Grade Sl	5.000	270	199
Millbrook	5.000	120	107
Centennial	2.530	298	268
J H Miller	7.360	473	428
Lisbon	5.310	250	139
Yorkville Grade	3.620	332	341
Bristol	4.440	247	284
East View	17.600	1014	907
Boulder Hill	12.000	545	543
Long Beach	9.200	641	492
Totall	159.53		7073.00
Average	7.25		321.50

Sample Computations/ Formula and Student Factor

Example #1: three bedroom home					
Note: use 1993 table with special education weight on population estimates					
	Add pre-school to Elementary				
Step #1: determine total student factor					
Category	Pop. Factor	Min. Acres	Max. Pop	Total Student Factor	
Elem.	0.694	7.25	321.5	0.015650	
Middle	0.126	15.92	429.88	0.004666	
H.S.	0.179	49.3	590	0.014957	
				0.035273	
Step #2: Multiply Total Student Factor by FMV					
TSF	FMV	Contribution			
0.035273	37250	$1313.92			
Check: Full Formula					
Category	PF	Min Acres	Max Pop	FMV	Contribution
Elem	0.694	7.25	321.5	37250	$582.97
MS	0.126	15.92	429.88	37250	$173.82
HS	0.179	49.3	590	37250	$557.15
					$1313.94
Example #2: Four bedroom home			(Table: pre-school + Elementary)		
Category	Pop. Factor	Min. Acres	Max. Pop	Total Student Factor	
Elem	1.078	7.25	321.5	0.024309	
MS	0.19	15.92	429.88	0.007036	
HS	0.34	49.3	590	0.028410	
				0.059756	
Multiply Total Student Factor by FMV					
TSF	FMV	Contribution			
0.059756	37,250	$2225.91			
Check: Full Formula					
Category	PF	Min Acres	Max Pop	FMV	Contribution
Elem	1.078	7.25	321.5	37,250	$905.53
MS	0.19	15.92	429.88	37,250	$262.11
HS	0.34	49.3	590	37,250	$1058.28
					$2225.91

Total Student Factor: Single Family Detached

3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.293	7.25	321.5	0.006607
Middle Sch	0.054	15.92	429.88	0.002000
High School	0.057	49.3	590	0.004763
				0.013370
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.694	7.25	321.5	0.015650
Middle Sch	0.126	15.92	429.88	0.004666
High School	0.179	49.3	590	0.014957
				0.035273
4 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	1.078	7.25	321.5	0.024309
Middle Sch	0.191	15.92	429.88	0.007036
High School	0.34	49.3	590	0.028410
				0.059756
5 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.724	7.25	321.5	0.016337
Middle Sch	0.139	15.92	429.88	0.005148
High School	0.249	49.3	590	0.020806
				0.042281

Total Student Factor: Attached Single Family

1 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.037	49.3	590	0.003092
				0.005202
2 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.029	7.25	321.5	0.000654
Middle Sch	0.056	15.92	429.88	0.002074
High School	0.074	49.3	590	0.006183
				0.008911
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.298	7.25	321.5	0.006720
Middle Sch	0.085	15.92	429.88	0.003148
High School	0.103	49.3	590	0.008607
				0.018475
4 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	1.01	7.25	321.5	0.022869
Middle Sch	0.13	15.92	429.88	0.004814
High School	0.205	49.3	590	0.017130
				0.044833

Total Student Factors: Apartments

EFFICIENCY				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.037	49.3	590	0.003092
				0.005202
1 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.064	7.25	321.5	0.001443
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.038	49.3	590	0.003175
				0.005285
2 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.202	7.25	321.5	0.004555
Middle Sch	0.018	15.92	429.88	0.000667
High School	0.079	49.3	590	0.006601
				0.011823
3 BEDROOM				
Category	Pop Factor	Min Acres	Max Pop	Total Stdnt Fact
Elementary	0.389	7.25	321.5	0.008772
Middle Sch	0.096	15.92	429.88	0.003555
High School	0.153	49.3	590	0.012785
				0.025112

Unit District: Student Factor Computation

DETACHED SINGLE FAMILY			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
2 BEDROOMS	0.015537	X		
3 BEDROOMS	0.035273	X		
4 BEDROOMS	0.059756	X		
5 BEDROOMS	0.042281	X		
ATTACHED SINGLE FAMILY			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
1 BEDROOM	0.005202	X		
2 BEDROOMS	0.008911	X		
3 BEDROOMS	0.019475	X		
4 BEDROOMS	0.044835	X		
APARTMENTS			FMV	CONTRIBUTION
	TOTAL STUDENT FACTOR			
EFFICIENCY	0.005202	X		
1 BEDROOM	0.005285	X		
2 BEDROOM	0.011823	X		
3 BEDROOM	0.025112	X		

Resolution on Land Use and/or Expenditures
of the City of Yorkville Land Cash
Contributions

Whereas the City of Yorkville has established a Land Cash Ordinance dedicated to the concept that healthful, productive community life depends in part on the availability of recreational and park space and adequate school facilities and

Whereas the City of Yorkville has determined that the provision of park, recreation, and school sites to serve the immediate and future needs of adults and children of each new subdivision, planned unit development or individual construction is just as essential to proper land development as are street, water, sewers and sidewalks, and

Whereas the City of Yorkville has established ordinance procedures for the acquisition of land and/or the payment of cash in lieu of land, now

Therefore it is resolved by the Yorkville Community Unit School District #115 Board of Education that all conditions and requirements of said City of Yorkville Land Cash Ordinance shall be maintained and upheld by this governmental entity, and that any use of land or expenditure of contributions derived from the Yorkville Land Cash Ordinance shall be in conformance with stipulations and conditions so stated within the Yorkville Land Cash Ordinance.

2/26/96 — 2-26-96

President — Date — Secretary — Date

Activity / Facility	Recommended Space Requirements	Recommended Size and Dimensions	Recommended Orientation	No. of Units per Population	Service Radius	Location Notes
Beach Areas	N/A	Beach area should have 50 sq. ft. of land and 50 sq. ft. of water per user. There should be 3-4 acre supporting land per acre of beach.	N/A	N/A	N/A	Should have sand bottom with slope maximum of 5% (flat preferable). Boating areas completely segregated from swimming areas.

PARK ACREAGE STANDARDS

The National Recreation and Park Association (NRPA) set a standard of ten acres of park land, however per 1,000 residents in any community nationwide. Acreage allotment standards were divided into the following allotment standards: two and a half (2.5 ac) acres of minimum and neighborhood parks should be provided for each 1,000 people of a specified geographic neighborhood, seven and a half (7.5 ac) acres per 1,000 residents to equally distribute the parks throughout the community. Additional acreage comparisons can be made across Illinois, as indicated by state averages derived from the *Statewide Comprehensive Outdoor Recreation Plan* for existing facilities. Illinois does make a statement about regional resource-based recreation lands, noting an average of forty-nine (49) acres per 1,000 residents. This classification function can also be applied to County requirements, it is not included in the municipal analysis.

The national standard methodology was revised in mid 1996 to a Level of Service, or LOS. This research tool measures actual facility and park usage and translates these trends into new growth area projects. The NRPA advocates that local providers must review classifications of leisure events, needs, and park space as they specifically impact their individual communities. Physical distribution of actual park land does not calculate into these tables, therefore this information should be cross referenced with the spatial mapping research. The Illinois Department of Resources (IDNR) does not have park acreage standards, therefore it was not included in this analysis.

CURRENT PARK ACREAGE STANDARDS

STANDARDS			2008		
Park Type	City Standard per 1000 pop.	Recommended NRPA Standard per. 1000 pop.	Existing Parks (acreage)	City Standard 16,450	NRPA Standard 16,450
1. Mini Parks	0.0	0.5	6.8	0.0	8.2
2.Neighborhood Parks	2.0	2.0	76.7	32.9	32.9
3. Community / Athletic Parks	8.0	7.0	64.5	131.6	115.2
4. Special Facilities	0.0	0.5	80.0	0.0	8.2
SUBTOTAL	**10.0**	**10.0**	228.0	164.5	164.5
Natural Resource Area	0.0	15.0	51.0	0.0	246.8
TOTALS	**10.0**	**25.0**	279.0	164.5	411.3
SURPLUS (DEFICIT)				**114.5**	**(-132.3)**

The City is currently meeting the standards for overall community park land however it varies significantly by classification level. The above chart shows that the City is deficient in certain areas. Community parks are deficient from the City and NRPA standards. Neighborhood parkland requirements are being met, as well as Special Facilities.

FUTURE PARK ACREAGE STANDARDS

STANDARDS			2009			2014		
Park Type	City Std. per 1000 pop.	Recommended NRPA Standard per. 1000 pop.	Existing Parks (acreage)	City Std. 19,740	NRPA Std. 19,740	Existing Parks (acreage)	City Std. 36,190	NRPA Std. 36,190
1. Mini Parks	0.0	0.5	6.8	0.0	9.9	6.8	0.0	18.1
2.Neighborhood Parks	2.0	2.0	42.9	39.5	39.5	76.7	72.4	72.4
3. Community / Athletic Parks	8.0	7.0	44.5	157.9	138.2	64.5	289.5	253.3
4. Special Facilities	0.0	0.5	0.0	0.0	9.9	80.0	0.0	18.1
SUBTOTAL	**10.0**	**10.0**	94.2	197.4	197.4	228.0	361.9	361.9
Natural Resource Area	0.0	15.0	18.0	0.0	296.1	51.0	0.0	542.9
TOTALS	**10.0**	**25.0**	112.2	197.4	493.5	279.0	361.9	904.8
SURPLUS (DEFICIT)				**(-85.3)**	**(-381.4)**		**(-83.0)**	**(-625.8)**

The second chart helps to illustrate projected park land requirements by future populations. It is anticipated the City will require additional acreage, but some land acquisition may need to be initiated sooner, in order to keep up with future growth and allow for park development timeframes.

PARK DEVELOPMENT STANDARDS

Park development shall follow the most recent version of the Park Development Standards. See Section 7 for a complete copy.

United City of Yorkville Land Cash Analysis for Sample Development (1996-3 Ordinance)

16-Apr-24

ESTIMATED POPULATION PER DWELLING UNIT

TYPE	PRE-SCH	ELEMENT	JHS	HS	ADULTS	TOTAL
DETACHED SINGLE FAMILY						
2 BDRM	0.102	0.191	0.054	0.057	1.694	2.098
3 BDRM	0.254	0.44	0.126	0.179	1.921	2.92
4 BDRM	0.413	0.665	0.19	0.34	2.142	3.75
5 BDRM	0.236	0.488	0.139	0.249	2.637	3.749
ATTACHED SINGLE FAMILY (TOWNHOMES & DUPLEXES)						
1 BDRM	0	0.064	0.018	0.037	1.068	1.187
2 BDRM	0.092	0.198	0.056	0.074	1.776	2.196
3 BDRM	0.231	0.298	0.085	0.103	1.805	2.522
4 BDRM	0.332	0.452	0.13	0.205	2.243	3.362
APARTMENTS						
Efficiency	0	0.064	0.018	0.037	1.36	1.479
1 BDRM	0	0.64	0.18	0.038	1.749	1.869
2BDRM	0.042	0.16	0.045	0.079	1.614	1.94
3BDRM	0.05	0.339	0.096	0.153	2.499	3.137

DEVELOPMENT SPECIFICATIONS

Detached Single Family	=	**100**
Attached Duplex	=	**20**
Attached Townhomes	=	**50**
Attached Apartments	=	**0**
Total Units	=	170

POPULATION CALCULATIONS

TYPE	% of Units with BDRM Number	PRE-SCHOOL	ELEMENTARY	JUNIOR HIGH SCHOOL	HIGH SCHOOL	ADULTS	TOTAL PE
DETACHED SINGLE FAMILY							
2 BDRM	0%	0	0	0	0	0	0
3 BDRM	0%	0	0	0	0	0	0
4 BDRM	100%	41.3	66.5	19	34	214.2	375
5 BDRM	0%	0	0	0	0	0	0
TOTAL	100%	41.3	66.5	19	34	214.2	**375**
ATTACHED DUPLEX							
1 BDRM	0%	0	0	0	0	0	0
2 BDRM	50%	0.92	1.98	0.56	0.74	17.76	21.96
3 BDRM	50%	2.31	2.98	0.85	1.03	18.05	25.22
4 BDRM	0%	0	0	0	0	0	0
TOTAL	100%	3.23	4.96	1.41	1.77	35.81	**47.18**
ATTACHED TOWNHOMES							
BDRM 1	0%	0	0	0	0	0	0
BDRM 2	100%	4.6	9.9	2.8	3.7	88.8	109.8
BDRM 3	0%	0	0	0	0	0	0
BDRM 4	0%	0	0	0	0	0	0
TOTAL	100%	4.6	9.9	2.8	3.7	88.8	**109.8**
APARTMENTS				0			
Efficiency	0%	0	0	0	0	0	0
BDRM 1	0%	0	0	0	0	0	0
BDRM 2	100%	0	0	0	0	0	0
BDRM 3	0%	0	0	0	0	0	0
TOTAL	100%	0	0	0	0	0	**0**

PARKS CALCULATION

Land required for detached single family	3.750	acres
+ Land requirement for attached duplexes	0.472	acres
+ Land required for attached townhomes'	1.098	acres
+ Land required for apartments	0.000	acres
TOTAL PARK LAND-CASH REQUIREMENT FOR DEVELOPMENT	**5.320**	**ACRES**

Total park land-cash requirement for development	5.320	acres
- Park acreage dedicated	0	acres
REMAINING UNFULFILLED LAND-CASH REQUIREMENT	5.320	ACRES

Remaining unfulfilling land-cash requirement	5.320	acres
x Current land-cash acreage value	$101,000	per acre
REMAINING LAND-CASH REQUIREMENT LAND VALUE	$537,320	

What amount (if any) will be paid up front by the developer? $0

REVISED PARK LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING: $537,320

		Unit PE as % of Total PE
Single Family PE	375	70%
Duplex PE	47.18	9%
Townhomes PE	109.8	21%
Apartments PE	0	0%

Single Family Permit:	**$3,787.64**
Duplex Permit:	**$2,382.68**
Townhomes Permit:	**$2,218.04**
Apartments Permit:	**N / A**

SCHOOL COMPUTATION

DETACHED SINGLE FAMILY ACRE REQUIREMENT

Elementary	2.431	acres
+ Junior HS	0.704	acres
+ High School	2.841	acres
TOTAL	5.976	ACRES

ATTACHED DUPLEX ACRE REQUIREMENT

Elementary	0.185	acres
+ Junior HS	0.052	acres
+ High School	0.148	acres
TOTAL	0.385	ACRES

ATTACHED TOWNHOMES ACRE REQUIREMENT

Elementary	0.327	acres
+ Junior HS	0.104	acres
+ High School	0.309	acres
TOTAL	0.740	ACRES

APARTMENTS ACRE REQUIREMENT

Elementary	0.000	acres
+ Junior HS	0.000	acres
+ High School	0.000	acres
TOTAL	0.000	ACRES

TOTAL SCHOOL LAND-CASH ACREAGE REQUIRED: 7.100 ACRES

Total school land-cash acreage required	7.100	acres
- School acreage dedicated	0	acres
REMAINING SCHOOL LAND CASH REQUIREMENT	7.100	ACRES

Remaining school land-cash requirement	7.100	acres
x Current land-cash acreage value	$101,000	per acre
REMAINING LAND CASH REQUIREMENT VALUE	$717,125.92	

What amount (if any) will be paid up front by the developer? $0

REVISED LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING: $717,126

Single Family Permit:	**$5,055.12**
Duplex Permit:	**$3,180.01**
Townhomes Permit:	**$2,960.28**
Apartments Permit:	**N / A**

United City of Yorkville Land Cash Analysis for Sample Development Per UDO Table 10-7-9(D)

16-Apr-24

ESTIMATED POPULATION PER DWELLING UNIT

TYPE	PRE-SCH	ELEMENTARY	JHS	HS	ADULTS	TOTAL
DETACHED SINGLE FAMILY						
2 BDRM	0.113	0.136	0.048	0.020	1.700	2.017
3 BDRM	0.292	0.369	0.173	0.184	1.881	2.899
4 BDRM	0.418	0.530	0.298	0.360	2.158	3.764
5 BDRM	0.283	0.345	0.248	0.300	2.594	3.770
ATTACHED SINGLE FAMILY (TOWNHOMES & DUPLEXES)						
1 BDRM	0.000	0.000	0.000	0.000	1.193	1.193
2 BDRM	0.064	0.088	0.048	0.038	1.752	1.990
3 BDRM	0.212	0.234	0.058	0.059	1.829	2.392
4 BDRM	0.323	0.322	0.154	0.173	2.173	3.145
APARTMENTS (MULTI-FAMILY)						
Efficiency	0.000	0	0	0	1.294	1.294
1 BDRM	0.000	0.002	0.001	0.001	1.754	1.758
2BDRM	0.047	0.086	0.042	0.046	1.693	1.914
3BDRM	0.052	0.234	0.123	0.118	2.526	3.053

DEVELOPMENT SPECIFICATIONS

Detached Single Family	=	**100**
Attached Duplex	=	**20**
Attached Townhomes	=	**50**
Attached Apartments	=	**0**
Total Units	=	170

POPULATION CALCULATIONS

TYPE	% of Units with BDRM Number	PRE-SCHOOL	ELEMENTARY	JUNIOR HIGH SCHOOL	HIGH SCHOOL	ADULTS	TOTAL PE
DETACHED SINGLE FAMILY							
2 BDRM	0%	0	0	0	0	0	0
3 BDRM	0%	0	0	0	0	0	0
4 BDRM	100%	41.8	53	29.8	36	215.8	376.4
5 BDRM	0%	0	0	0	0	0	0
TOTAL	100%	41.8	53	29.8	36	215.8	**376.4**
ATTACHED DUPLEX							
1 BDRM	0%	0	0	0	0	0	0
2 BDRM	50%	0.64	0.88	0.48	0.38	17.52	19.9
3 BDRM	50%	2.12	2.34	0.58	0.59	18.29	23.92
4 BDRM	0%	0	0	0	0	0	0
TOTAL	100%	2.76	3.22	1.06	0.97	35.81	**43.82**
ATTACHED TOWNHOMES							
BDRM 1	0%	0	0	0	0	0	0
BDRM 2	100%	3.2	4.4	2.4	1.9	87.6	99.5
BDRM 3	0%	0	0	0	0	0	0
BDRM 4	0%	0	0	0	0	0	0
TOTAL	100%	3.2	4.4	2.4	1.9	87.6	**99.5**
APARTMENTS			0				
Efficiency	0%	0	0	0	0	0	0
BDRM 1	0%	0	0	0	0	0	0
BDRM 2	100%	0	0	0	0	0	0
BDRM 3	0%	0	0	0	0	0	0
TOTAL	100%	0	0	0	0	0	**0**

PARKS CALCULATION

Land required for detached single family	2.070	acres
+ Land requirement for attached duplexes	0.241	acres
+ Land required for attached townhomes'	0.547	acres
+ Land required for apartments	0.000	acres
TOTAL PARK LAND-CASH REQUIREMENT FOR DEVELOPMENT	**2.858**	**ACRES**
Total park land-cash requirement for development	2.858	acres
- Park acreage dedicated	0	acres
REMAINING UNFULFILLED LAND-CASH REQUIREMENT	2.858	ACRES
Remaining unfulfilling land-cash requirement	2.858	acres
x Current land-cash acreage value	$101,000	per acre
REMAINING LAND-CASH REQUIREMENT LAND VALUE	$288,658	
What amount (if any) will be paid up front by the developer?	$0	
REVISED PARK LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING:	**$288,658**	

		Unit PE as % of Total PE
Single Family PE	376.4	72%
Duplex PE	43.82	8%
Townhomes PE	99.5	19%
Apartments PE	0	0%

Single Family Permit:	**$2,090.57**
Duplex Permit:	**$1,216.90**
Townhomes Permit:	**$1,105.27**
Apartments Permit:	**N / A**

SCHOOL COMPUTATION

DETACHED SINGLE FAMILY ACRE REQUIREMENT

Elementary	1.738	acres
+ Junior HS	0.629	acres
+ High School	0.751	acres
TOTAL	3.118	ACRES

ATTACHED DUPLEX ACRE REQUIREMENT

Elementary	0.110	acres
+ Junior HS	0.022	acres
+ High School	0.020	acres
TOTAL	0.152	ACRES

ATTACHED TOWNHOMES ACRE REQUIREMENT

Elementary	0.139	acres
+ Junior HS	0.051	acres
+ High School	0.040	acres
TOTAL	0.230	ACRES

APARTMENTS ACRE REQUIREMENT

Elementary	0.000	acres
+ Junior HS	0.000	acres
+ High School	0.000	acres
TOTAL	0.000	ACRES

TOTAL SCHOOL LAND-CASH ACREAGE REQUIRED:	**3.500**	**ACRES**
Total school land-cash acreage required	3.500	acres
- School acreage dedicated	0	acres
REMAINING SCHOOL LAND CASH REQUIREMENT	3.500	ACRES
Remaining school land-cash requirement	3.500	acres
x Current land-cash acreage value	$101,000	per acre
REMAINING LAND CASH REQUIREMENT VALUE	$353,532.54	
What amount (if any) will be paid up front by the developer?	$0	
REVISED LAND-CASH REQUIREMENT AFTER UP FRONT FUNDING:	**$353,533**	

Single Family Permit:	**$2,560.41**
Duplex Permit:	**$1,490.40**
Townhomes Permit:	**$1,353.67**
Apartments Permit:	**N / A**

Order ID: 7621081

* Agency Commission not included

GROSS PRICE * : **$140.86**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Product(s): SubTrib_Aurora Beacon News, Publicnotices.com

AdSize(s): 1 Column

Run Date(s): Friday, April 19, 2024

Zone: Full Run

Color Spec. B/W

Preview

PUBLIC NOTICE OF A HEARING BEFORE THE UNITED CITY OF YORKVILLE PLANNING AND ZONING COMMISION PZC 2024-13

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on May 8, 2024 at 7:00PM at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Section 10-7-9 Park and Recreation Land and School Site Dedication related to criteria and formula for determining the minimum required park and recreation and school site dedication.

The proposed text amendment will revise Table 10-7-9(A)(1): Parkland Dedication Requirements, Table 10-7-9(B)(1): School Dedication Requirements, and Table 10-7-9(D): Estimated Population Per Dwelling Unit within the United City of Yorkville's Unified Development Ordinance.

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, 651 Prairie Pointe Drive, 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.

JORI BEHLAND
City Clerk
4/19/2024 7621081

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #11

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – May 14, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #12

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – May 14, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council