



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, September 24, 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

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – August 27, 2024
2. Minutes of the Regular City Council – September 10, 2024
3. Bill Payments for Approval
 - \$ 1,640,416.86 (vendors)
 - \$ 421,363.11 (payroll period ending 09/13/24)
 - \$ 2,061,779.97 (total)
4. PW 2024-74 East Van Emmon Street Resurfacing Project
 - a. Resolution Approving a Construction Engineering Agreement with Engineering Enterprises, Inc. for the Resurfacing of East Van Emmon Street – *authorize the Mayor and City Clerk to execute*
 - b. Ordinance Authorizing the Second Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2024 and Ending on April 30, 2025 – *authorize the Mayor and City Clerk to execute*
5. PW 2024-75 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the E. Van Emmon Street Resurfacing Project – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

6. PW 2024-78 Ordinance Authorizing the Acquisition of Certain Easements for the Extension of a Water Main (Grace Community Church) – *authorize the Mayor and City Clerk to execute*
7. PW 2024-80 Faxon Road – Construction Engineering Change Order – *approve the Faxon Road – Construction Engineering Change Order in the amount of \$43,798 and authorize the Mayor to execute*
8. ADM 2024-32 Treasurer’s Report for August 2024

Mayor’s Report:

1. CC 2024-74 Resolution in Support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for Streetscape Improvements Including Bicycle and Pedestrian Improvements on East Hydraulic Avenue, Mill Street and Heustis Street
2. CC 2024-75 Resolution Authorizing an Amendment to the Second Escrow Intergovernmental Agreement By and Among the United City of Yorkville, the Village of Oswego, the Village of Montgomery and the DuPage Water Commission

Public Works Committee Report:

1. PW 2024-73 2025 Road to Better Roads Program – Paving Plan Update and Proposal
2. PW 2024-76 Resolution Authorizing the Purchase of a Trackless Boom Flail Mower from E.J. Equipment, Inc., in an Amount Not to Exceed \$39,960.00
3. PW 2024-77 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City of Yorkville, Kendall County, Illinois for Vehicle Maintenance

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2024-76 Resolution Authorizing the Donation of Certain Used Playground Equipment to Kids Around the World, a Not-For-Profit Entity (Rice Park)
2. CC 2024-77 Resolution Authorizing the Purchase of Playground Equipment from Gametime in the Amount Not to Exceed \$192,896.85 (Rotary Park)

Planning and Zoning Commission:

1. PZC 2024-01 & EDC 2024-53 Yorkville Renewables Solar (Nexamp)
 - a. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47
 - b. Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47
 - c. Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47

Planning and Zoning Commission (cont'd):

2. PZC 2024-17 & EDC 2024-61 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Chapter 8: UDO Review & Approval Procedures
3. PZC 2024-18 & EDC 2024-54 Kendall County Petition 24-07 – 1.5 Mile Review (7789 Route 47)
4. PZC 2024-20 & EDC 2024-62 Kendall County Petition 24-22 – 1.5 Mile Review (10835 Legion Rd.)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

3. CC 2021-04 City Buildings Updates
4. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: October 16, 2024 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Marek	Finance	Library
Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Koch		
Committee: Alderman Corneils		

ECONOMIC DEVELOPMENT: October 1, 2024 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC SAFETY: November 7, 2024 – 6:00 p.m. – East Conference Room #337:

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: October 15, 2024 – 6:00 p.m. – East Conference Room #337:

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
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, September 24, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – August 27, 2024

Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____

2. Minutes of the Regular City Council – September 10, 2024

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

4. PW 2024-74 East Van Emmon Street Resurfacing Project

a. Resolution Approving a Construction Engineering Agreement with Engineering Enterprises, Inc. for the Resurfacing of East Van Emmon Street

Approved: Y _____ N _____ Subject to _____

Removed _____

b. Ordinance Authorizing the Second Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2024 and Ending on April 30, 2025

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. PW 2024-75 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the E. Van Emmon Street Resurfacing Project

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

6. PW 2024-78 Ordinance Authorizing the Acquisition of Certain Easements for the Extension of a Water Main (Grace Community Church)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

7. PW 2024-80 Faxon Road – Construction Engineering Change Order

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

8. ADM 2024-32 Treasurer’s Report for August 2024

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR’S REPORT:

1. CC 2024-74 Resolution in Support of an Illinois Transportation Enhancement Program (ITEP) Grant
Application for Streetscape Improvements Including Bicycle and Pedestrian Improvements on
East Hydraulic Avenue, Mill Street and Heustis Street

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2024-75 Resolution Authorizing an Amendment to the Second Escrow Intergovernmental Agreement By and Among the United City of Yorkville, the Village of Oswego, the Village of Montgomery and the DuPage Water Commission

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2024-73 2025 Road to Better Roads Program – Paving Plan Update and Proposal

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PW 2024-76 Resolution Authorizing the Purchase of a Trackless Boom Flail Mower from E.J. Equipment, Inc., in an Amount Not to Exceed \$39,960.00

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2024-77 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City of Yorkville, Kendall County, Illinois for Vehicle Maintenance

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PARK BOARD:

1. CC 2024-76 Resolution Authorizing the Donation of Certain Used Playground Equipment to Kids Around the World, a Not-For-Profit Entity (Rice Park)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2024-77 Resolution Authorizing the Purchase of Playground Equipment from Gametime in the Amount Not to Exceed \$192,896.85 (Rotary Park)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2024-01 & EDC 2024-53 Yorkville Renewables Solar (Nexamp)

a. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47

Approved: Y _____ N _____ Subject to _____

Removed _____

b. Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47

Approved: Y _____ N _____ Subject to _____

Removed _____

c. Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PZC 2024-17 & EDC 2024-61 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Chapter 8: UDO Review & Approval Procedures

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PZC 2024-18 & EDC 2024-54 Kendall County Petition 24-07 – 1.5 Mile Review (7789 Route 47)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. PZC 2024-20 & EDC 2024-62 Kendall County Petition 24-22 – 1.5 Mile Review (10835 Legion Rd.)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

3. CC 2021-04 City Building Updates

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. CC 2021-38 Water Study Update

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – August 27, 2024

Meeting and Date: City Council – September 24, 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 Administration
Name Department

Agenda Item Notes:

**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, AUGUST 27, 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	(electronic attendance)
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Tarulis	Absent	
	Corneils	Present	

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Castaldo, 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/88925240557?pwd=YntMxiVSMYQMwqOaHUdC97Nn5e5urC.1>. The Zoom meeting ID was 889 2524 0557.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Valor and Lifesaving Award – Gavin J. Faitz

Deputy Chief Mikolasek presented a Valor and Lifesaving Award to Gavin J. Faitz (12 years old) for saving a friend from drowning in the deep end of a pool. These are the same awards that would be given to a Yorkville Police Officer through the Police Department's policy on awards.

Lifesaving Award – Daniel L. Torres

Deputy Chief Mikolasek presented a Lifesaving Award to Daniel L. Torres (12 years old) for helping Gavin J. Faitz pull their friend from the pool while unconscious and start chest compressions.

Employee Service Awards

Chief of Police Jensen shared that on behalf of himself, the City, and the City Council, he would like to thank and congratulate each team member for their years of service to the City. Ryan Fisher with five years of service, Cory Shepherd with five years of service, Chris Kuehlem with ten years of service, Commander McMahon with twenty years of service, and Deputy Chief Mikolasek with 20 years of service.

**Special Recognition – Deputy Chief Ray Mikolasek
and Deputy Chief Garrett Carlyle**

Chief of Police Jensen gave special recognition and congratulations to Deputy Chief Mikolasek for completing the Leadership Empowerment Advancement and Development/ LEAD Program for 21st-century law enforcement leaders. The LEAD Program is an executive leadership program through the Illinois Law Enforcement Training and Standards Board.

Chief of Police Jensen also gave special recognition and congratulations to Deputy Chief Carlyle for his completion of the University of Northwestern Center of Public Safety School of Police Staff and Command.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – August 13, 2024
2. Bill Payments for Approval
 - \$ 859,368.05 (vendors)
 - \$ 3,764.84 (wire payments)
 - \$ 392,778.93 (payroll period ending 08/16/24)
 - \$ 1,255,911.82 (total)
3. Water Reports for April – July (PW 2024-66)
4. Road Reconstructions Related to C1 Yorkville, LLC (PW 2024-67)
 - a. Faxon Road Reconstruction – Design Engineering Agreement – *authorize the Mayor and City Clerk to Execute*
 - b. Beecher Road Reconstruction – Design Engineering Agreement – *authorize the Mayor and City Clerk to Execute*
5. Kennedy Road and Freedom Place Intersection Improvements – *authorize staff to reject the submitted bids received for the Kennedy Road and Freedom Place Intersection Improvements* (PW 2024-68)
6. Treasurer’s Reports for April – July 2024 (ADM 2024-24)
7. **Ordinance 2024-45** Authorizing the Eighth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024 (Sunflower SSA, Countryside TIF, and Downtown TIF II) – *authorize the Mayor and City Clerk to execute* (ADM 2024-29)

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

Motion approved by a roll call vote. Ayes-7 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye

REPORTS

MAYOR’S REPORT

Ordinance 2024-46 **Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Czinki)**
(CC 2024-63)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Czinki) and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-0
Plocher-aye, Funkhouser-aye, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye

Resolution 2024-34 **Approving an Intergovernmental Agreement United City of Yorkville and Bristol-Kendall Fire Protection District**
(CC 2024-64)

Mayor Purcell entertained a motion to approve a Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Bristol-Kendall Fire Protection District and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-7 Nays-0
Funkhouser-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

**Disposal of City Property –
Sleezer Park Sign
(CC 2024-65)**

Mayor Purcell entertained a motion to approve conveying the Emily Sleezer Park sign to Scott Sleezer, Superintendent of Parks. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-7 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Funkhouser-aye

**Ament Road Solar Farm – Pre-Annexation
Agreement Inquiry
(CC 2024-66)**

Community Development Director Barksdale-Noble reported that New Leaf Energy submitted a proposal to Kendall County to create a community solar field. Kendall County's ordinance regarding solar farms recommends annexing into the nearest community. The City can say we are not interested in annexing them. City staff is not recommending the annexation. Alderman Funkhouser shared that it would make sense not to annex, and Alderman Marek agreed.

**ITEP Grant Review
(CC 2024-67)**

City Administrator Olson reported that a narrative memo is included in the packet. Staff does not have any drawings or cost estimates at this time. He stated they are trying to focus on the downtown area near Hydraulic Ave., Heustis St., and Mill St. near the FS property. The improvements are for pedestrian safety. Staff is looking to make Hydraulic Ave. one way to help traffic flow during events, moving the road, cars, and people away from the tracks. Beautification improvements, including landscaping, lighting, and signage throughout the area, are also proposed. A multi-use path is also proposed along the tracks or Hydraulic Ave. New sidewalks along Heustis St. and Mill St. Removable bollards were also discussed for safety during events. Staff believe we have a decent grant application according to the scoring system. The estimated budgeted amount will be close to \$3 million. City Administrator Olson said they are seeking feedback from the Council on the items listed in the memo to prepare a detailed cost estimate and drawings for the September 10th City Council meeting. The Council had no comments, and City Administrator Olson said they would proceed accordingly.

**Lake Michigan Improvements –
Building Architecture
(CC 2024-68)**

Mayor Purcell entertained a motion to authorize staff to proceed with using the architectural style from similar infrastructure projects in the past for the design of the North and South Receiving Station buildings. So moved by Alderman Funkhouser; seconded by Alderman Koch.

Motion unanimously approved by a viva voce vote.

**Salary Ranges for Additional Positions – Assistant
Public Works Director and Senior Planner
(CC 2024-69)**

Mayor Purcell entertained a motion to approve the recommended FY 25 salary ranges of City employees with the addition of Assistant Public Works Director and Senior Planner as presented in the packet materials. So moved by Alderman Marek; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-0
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Transier-aye, Soling-aye

PUBLIC WORKS COMMITTEE REPORT

**Quiet Zone Study Preliminary
Engineering Agreements
(PW 2024-70)**

**a. BNSF Railroad – Quiet Zone Study -
Preliminary Engineering**

Alderman Koch made a motion to approve the BNSF Railroad – Quiet Zone Study – Professional Services Agreement – Preliminary Engineering and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-0
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,
Transier-aye, Soling-aye, Marek-aye

**b. Downtown Railroad – Quiet Zone Study –
Preliminary Engineering**

Alderman Koch made a motion to approve the Downtown Railroad – Quiet Zone Study – Professional Services Agreement – Preliminary Engineering and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-7 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye

**Public Works and Parks
Building Plan Update
(PW 2024-71)**

Alderman Koch made a motion to approve the final Public Works and Parks Maintenance Facility concept plan; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-0
Plocher-aye, Funkhouser-aye, Transier-aye, Soling-aye
Marek-aye, Corneils-aye, Koch-aye

**Kluber Construction Manager
RFQ Status Update
(PW 2024-72)**

Alderman Koch made a motion to approve the RFQ document for a construction manager, authorize staff to issue the RFQ, and approve the construction manager RFQ selection process; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-7 Nays-0
Funkhouser-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

**Partial Special Census Consideration
and First Steps
(ADM 2024-30)**

City Administrator Olson stated the Special Census is a \$100.00 application fee, and the turnaround time for the cost estimate for the actual special census is 6 to 7 weeks. At that point, a decision can be made whether to execute the special census right away or wait a few months when the weather is better and there are more houses. Mayor Purcell and Finance Director Fredrickson stated that the cost is \$250.00 per person and that the special census has a financial benefit. Mayor Purcell shared that the City would like to wait until the population is at 25,000 as that is the home-rule minimum.

PARK BOARD

**Community Nutrition Network
Shed Request – Informational
(CC 2024-70)**

Parks and Recreation Director Evans reported that this item was approved at the July meeting. Community Nutrition Network needed more space to accommodate all of the meals, and they asked if they could put a shed next to the garage at the Beecher Center. They received a grant and have to complete the shed by the end of September.

Yorkville Hometown Days Festival

Parks and Recreation Director Evans reminded the Council that the 31st Annual Hometown Days will occur from Thursday, August 29th through Sunday, September 1st. The annual BBQ fundraiser with Senior Services will be the soft opening on Thursday. There will be a home football game on Friday, and it will be busy. There are \$30 carnival wristband specials on Saturday and Sunday from 1-5p.m for unlimited carnival rides. More information on Hometown Days can be found on the City’s website at <https://www.yorkville.il.us/459/Hometown-Days-Festival>.

PLANNING AND ZONING COMMISSION

**2551 N. Bridge Street – Variance -
Informational
(PZC 2024-16 & EDC 2024-47)**

Community Development Director Barksdale-Noble reported to the Council that Midwest Environmental Building, located at 2551 N. Bridge Street, had a taking from IDOT’s land acquisition to widen Illinois Route 47. Therefore, the property owner is seeking variance approval to decrease the minimum parking lot setback adjacent to an arterial roadway in a B-3 General Business District from 20 feet to 8.7 feet from the property line. This item was granted solely by the Planning and Zoning Commission per section 10-8-9-B.7 of the UDO.

CITY COUNCIL REPORT

No report.

CITY CLERK’S REPORT

No report.

COMMUNITY & LIAISON REPORT

Alderman Funkhouser shared that the KenCom meeting was recently held. He also shared the passing of Larry Nelson, who worked with KenCom since the organization was established, and there is a significant void as he was a driving force. Alderman Funkhouser stated that there is a new board chairman and they have also learned that the executive director will be retiring.

Alderman Funkhouser also shared that the Aurora Area Convention and Visitors Bureau (AACVB) will potentially bring Elburn and Geneva on as new members. This will bring on a few more hotels with Geneva, and while Elburn does not have any hotels, there is a large population. He stated that in the 2023 fiscal year, the State of Illinois published its economic impact of domestic travel, and for Kendall County, there was \$91.9 million of impact from tourism. Alderman Funkhouser stated that significant numbers show that Illinois is a destination for tourism. He said that he appreciated the support for AACVB.

STAFF REPORT

No report.

MAYOR’S REPORT (cont’d)

**City Buildings Update
(CC 2021-04)**

No report.

**Water Study Update
(CC 2021-38)**

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for the following:

1. For collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
2. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.

So moved by Alderman Transier seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Funkhouser-aye

The City Council entered executive session at 7:49 p.m.

The City Council returned to regular session at 7:53 p.m.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Corneils; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:54 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – September 10, 2024

Meeting and Date: City Council – September 24, 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 Administration
Name Department

Agenda Item Notes:

**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, SEPTEMBER 10, 2024**

Mayor Purcell called the meeting to order at 7:02 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
Ward IV	Tarulis	Present
	Corneils	Present

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

Staff in attendance electronically: Assistant City Administrator Willrett

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/87941672500?pwd=SZztwxUaHEu8NluFkCuTWD1OIF4Cwj.1>.

The Zoom meeting ID was 879 4167 2500.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Bill Payments for Approval
 - \$ 831,822.21 (vendors)
 - \$ 2,924,998.94 (wire payments)
 - \$ 395,073.11 (payroll period ending 08/30/24)
 - \$ 4,151,894.26 (total)

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

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

Yorkville Hometown Days Festival

Parks and Recreation Director Evans thanked everyone who attended, sponsored, and volunteered at Hometown Days. He stated there was a great turnout with great weather; it was the largest Hometown Day event.

**Friends of the Library
Used Book Sale**

Parks and Recreation Director Evans stated that the library had a great used book sale with a line around the block. The used book sale was held on Saturday, August 31st and Sunday, September 1st.

**Constitution Week Proclamation
(CC 2024-70)**

Mayor Purcell proclaimed September 17 - 23, 2024, as Constitution Week in the United City of Yorkville (*see attached*).

**East Van Emmon Phase 3 RFQ Results
(CC 2024-71)**

Mayor Purcell entertained a motion to select Engineering Enterprises, Inc. to negotiate a contract for Phase 3 engineering services for the East Van Emmon Road Resurfacing project. So moved by Alderman Transier; seconded by Alderman Tarulis.

City Administrator Olson stated that an RFQ must be completed before selecting a company because federal money is being used.

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

**2024 Illinois Transportation
Enhancement Program Grant
(CC 2024-72)**

City Administrator Olson shared the current plans with the Council. He stated that this grant is for a max of \$3 million with a 20% match from the local municipality. This grant is to be used for transportation and pedestrian enhancement. The Council has chosen to focus on the area around the FS Property downtown. This area is also the subject of a separate downtown redevelopment grant that the Council approved, and staff applied for recently. City Administrator Olson explained that the focus of this project was Hydraulic Avenue. The proposal is to move the roadway away from the railroad tracks downtown by making Hydraulic Avenue one-way. This one-way will be westbound from Heustis Street to Route 47. This will separate vehicles and pedestrians from the train tracks. He also shared that a multiuse path and extra parallel parking spaces are planned alongside the north side of Hydraulic Avenue. Other items proposed are the construction of sidewalks alongside Heustis Street and Mill Street, curbs, beautification efforts, and landscaping. He reported that the total construction value is around \$4.3 million, with the City contributing \$1.3 million toward the project. Staff have discussed that they are comfortable using reserve funds for this project and passing a resolution of support at the next City Council meeting. Economic Development Director Lynn Dubajic Kellog has been contacting local business owners, and Assistant City Administrator Erin Willrett has been contacting state elected officials for letters of support. He also stated that they have not received any comments from businesses. Alderman Funkhouser shared with the Council Google Map Street views of different rail and street designs throughout the country. City Administrator Olson shared a map showing current and new pedestrian connection points for sidewalks and trails. This project would connect the neighborhood east of Route 47 and South of the river into the downtown. This also gives people a detour from Route 47’s trail and sidewalk.

Mayor Purcell asked about the timeline of this grant. City Administrator Olson reported that the grant is due at the end of the month. The grant award is planned for October 2024. Mayor Purcell asked the Council if they had any questions. Alderman Koch wondered if there is any duplication between this grant and the other grant we previously applied for. City Administrator Olson stated that both grant projects are separate and have no duplications. Alderman Funkhouser said he would rather see a fence on the south than the north side. He would like to see fewer fences and barriers and focus more on the streetscape. Alderman Koch asked about the railyard area and if that was factored in. City Administrator Olson shared that they met with the railroad and engineers interested in helping the city through this process, including providing feedback on the quiet zones. This is still an active conversation. Alderman Soling said he would like to keep an older look for the design concept. Something historical and not too modern. City Administrator Olson stated they would bring this back for formal approval, where the Council must approve a resolution of support and identify funding for the contribution.

PUBLIC SAFETY COMMITTEE REPORT

Resolution 2024-36

**Declaring Certain Personal Property Surplus
and Directing Disposition of Same
(PS 2024-14)**

Alderman Transier made a motion to approve a Resolution Declaring Certain Personal Property Surplus and Directing Disposition of Same and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

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

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Parks and Recreation Updates

Parks and Recreation Director Evans shared that Thursday, September 12th, is the 3rd Annual Yorkville Educational Foundation Storywalk, and there will be a new story at the YJWC Heartland Park from 4:30 pm to 6:30 pm. He also shared that Yorktober Fest will be held on September 27th and 28th. Director Evans shared that the Scarecrow Walk will be held on Friday, September 27th and Parks and Recreation is still accepting scarecrows if anyone is interested in submitting one.

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 Update
(CC 2021-04)**

No report.

**Water Study Update
(CC 2021-38)**

City Administrator Olson shared that there will likely be one Lake Michigan agreement for the upcoming City Council meeting on September 24th. Then, at the October 8th meeting, there will likely be six (6) agreements, including the customer and operating agreements.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:35 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2024, marks the two hundred thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, John Purcell, by virtue of the authority vested in me as Mayor of the United City of Yorkville, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this 10th day of September, 2024.





John Purcell, Mayor



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #3

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – September 24, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

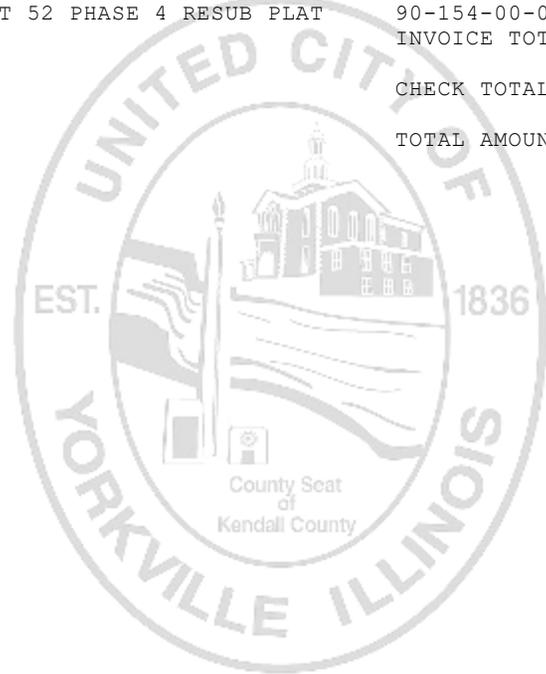
Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131244	KCR	KENDALL COUNTY RECORDER'S			09/06/24		
	4010967	09/06/24	01	RELEASE WATER LIEN		51-510-54-00-5448	76.00
			02	ORDINANCE APPROVING REZONING		90-225-00-00-0011	57.00
			03	ORDINANCE APPROVING VARRIANCE		90-225-00-00-0011	57.00
			04	PERMANENT EASEMENT		90-191-00-00-0011	69.00
			05	TEMP CONSTRUCTION EASEMENT		90-191-00-00-0011	69.00
			06	PERMANENT EASEMENT		90-174-00-00-0011	57.00
			07	PLAT OF EASEMENT		90-174-00-00-0011	96.00
			08	YBSD GRANT OF EASEMENT PLAT		51-510-54-00-5448	91.00
			09	KMP LOT 52 PHASE 4 RESUB PLAT		90-154-00-00-0011	112.00
				INVOICE TOTAL:			684.00 *

CHECK TOTAL: 684.00

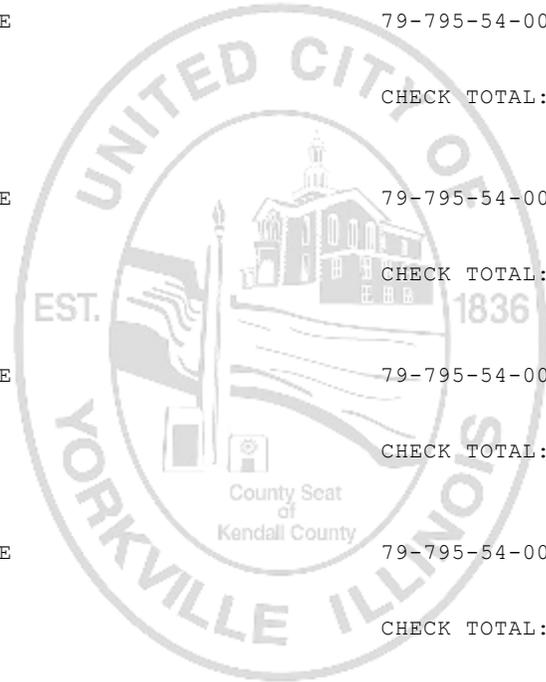
TOTAL AMOUNT PAID: 684.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 09/13/2024

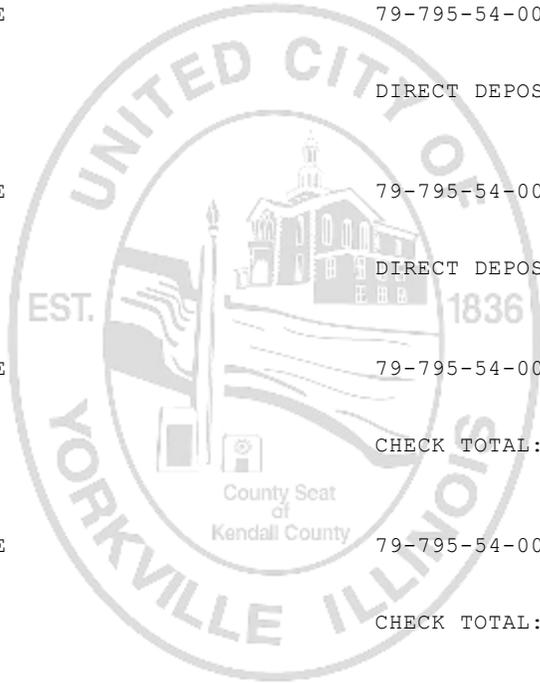
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541289	BEEBED	DAVID BEEBE					
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						INVOICE TOTAL:	75.00 *
					CHECK TOTAL:		75.00
541290	COSTELLC	CRAIG COSTELLO					
	090524	09/05/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
					CHECK TOTAL:		168.00
541291	FOXE	ELLA FOX					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
					CHECK TOTAL:		35.00
541292	GAMBROA	ABIGAIL GAMBRO					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		35.00
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					CHECK TOTAL:		35.00
541293	GAMBROK	KATE GAMBRO					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
					CHECK TOTAL:		45.00
541294	KOCURJ	JAXSON KOCUR					



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 |
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| 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 | | |

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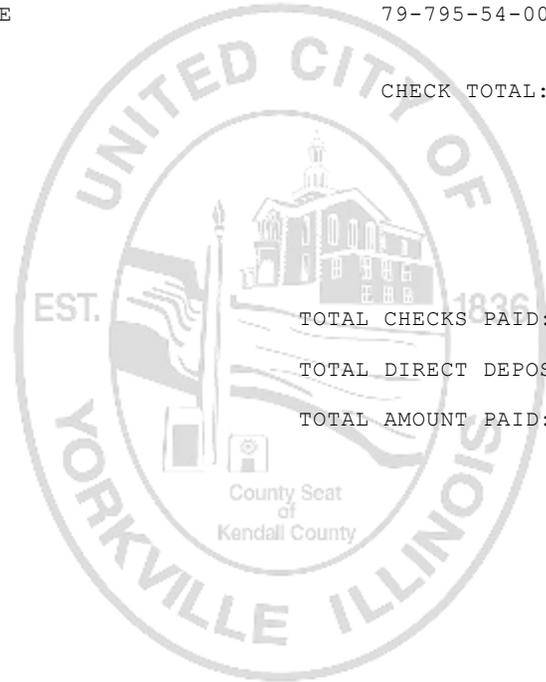
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						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
D003697	MAYNARDL	LAURENCE R. MAYNARD					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
						DIRECT DEPOSIT TOTAL:	90.00
D003698	PATTONS	SHANE PATTON					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
						DIRECT DEPOSIT TOTAL:	75.00
541295	PILKINGP	PAYTON M PILKINGTON					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00
541296	RIETZR	ROBERT L. RIETZ JR.					
	090524	09/05/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
						CHECK TOTAL:	168.00
541297	TATET	TOM TATE					



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				

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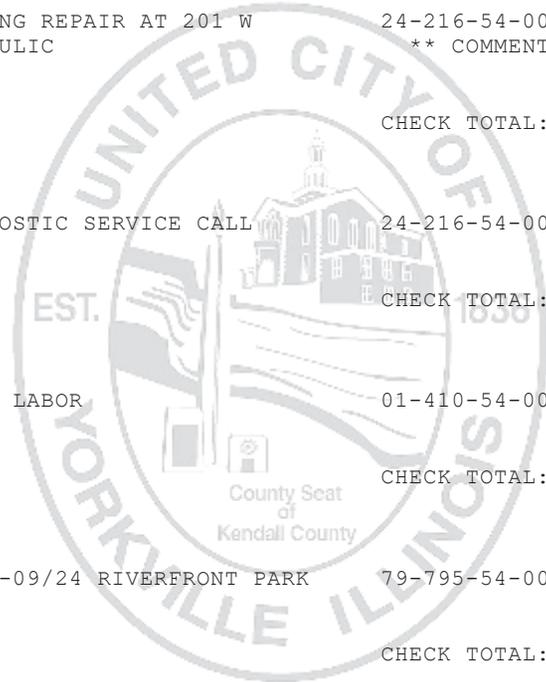
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541297	TATET	TOM TATE					
	090624	09/06/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
541298	WASONG	GERALD WASON					
	090524	09/05/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
						CHECK TOTAL:	168.00
						TOTAL CHECKS PAID:	809.00
						TOTAL DIRECT DEPOSITS PAID:	165.00
						TOTAL AMOUNT PAID:	974.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
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| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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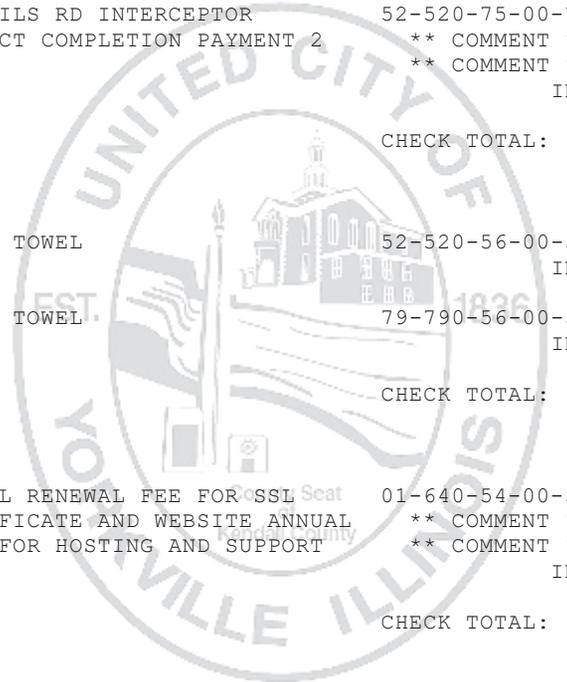
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541301	AACVB	AURORA AREA CONVENTION						
	7/24-SUPER	09/05/24	01	JUL 2024 SUPER 8 HOTEL TAX	01-640-54-00-5481		2,115.05	
						INVOICE TOTAL:	2,115.05 *	
					CHECK TOTAL:		2,115.05	
541302	ADVDR00F	ADVANCED ROOFING INC.						
	2279	09/10/24	01	ROOFING REPAIR AT 201 W	24-216-54-00-5446		2,288.36	
			02	HYDRAULIC	** COMMENT **			
						INVOICE TOTAL:	2,288.36 *	
					CHECK TOTAL:		2,288.36	
541303	ARTLIP	ARTLIP & SONS, INC.						
	212096	09/09/24	01	DIAGNOSTIC SERVICE CALL	24-216-54-00-5446		249.00	
						INVOICE TOTAL:	249.00 *	
					CHECK TOTAL:		249.00	
541304	ATLAS	ATLAS BOBCAT						
	K43922	08/28/24	01	FIELD LABOR	01-410-54-00-5490		185.00	
						INVOICE TOTAL:	185.00 *	
					CHECK TOTAL:		185.00	
541305	ATT	AT&T						
	6305538805-0824	08/25/24	01	08/25-09/24 RIVERFRONT PARK	79-795-54-00-5440		229.99	
						INVOICE TOTAL:	229.99 *	
					CHECK TOTAL:		229.99	
541306	BFCNSTR	B&F CONSTRUCTION CODE SERVICES						



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 09/24/2024

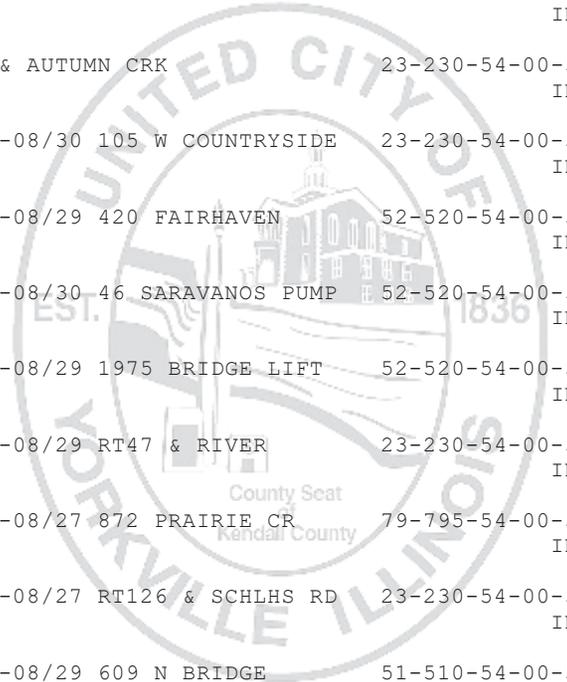
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541306	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	19823	08/30/24	01	JULY 2024 INSPECTIONS	01-220-54-00-5459		6,320.00
						INVOICE TOTAL:	6,320.00 *
						CHECK TOTAL:	6,320.00
541307	BRIGHT	ILLINOIS GREENHOUSE LLC					
	ORDINANCE 2022-18-#2	08/30/24	01	CORNEILS RD INTERCEPTOR	52-520-75-00-7505		37,500.00
			02	PROJECT COMPLETION PAYMENT 2	** COMMENT **		
			03	OF 4	** COMMENT **		
						INVOICE TOTAL:	37,500.00 *
						CHECK TOTAL:	37,500.00
541308	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43912	08/27/24	01	PAPER TOWEL	52-520-56-00-5620		162.81
						INVOICE TOTAL:	162.81 *
	43913	08/27/24	01	PAPER TOWEL	79-790-56-00-5620		108.54
						INVOICE TOTAL:	108.54 *
						CHECK TOTAL:	271.35
541309	CIVICPLS	CIVIC PLUS					
	315307	09/09/24	01	ANNUAL RENEWAL FEE FOR SSL	01-640-54-00-5450		11,291.86
			02	CERTIFICATE AND WEBSITE ANNUAL	** COMMENT **		
			03	FEE FOR HOSTING AND SUPPORT	** COMMENT **		
						INVOICE TOTAL:	11,291.86 *
						CHECK TOTAL:	11,291.86
541310	COMED	COMMONWEALTH EDISON					



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
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 09/24/2024

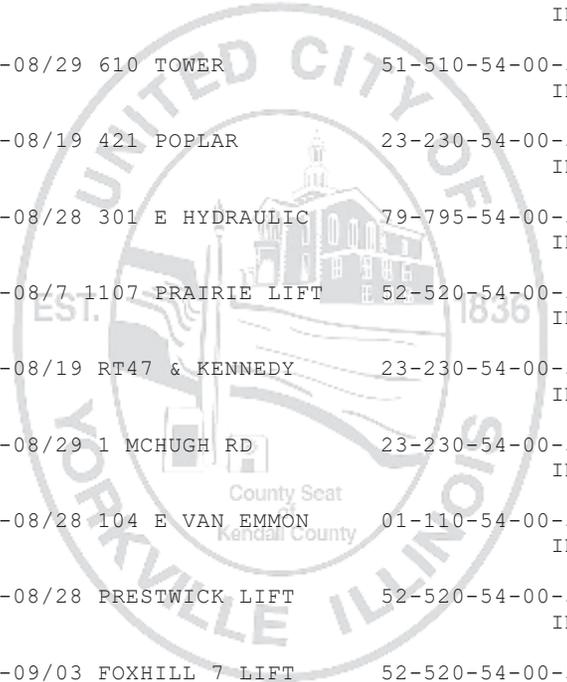
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541310	COMED	COMMONWEALTH EDISON					
	0505912000-0824	08/28/24	01	07/29-08/27 1908 RAINTREE RD	51-510-54-00-5480		182.55
						INVOICE TOTAL:	182.55 *
	0884004000-0824	08/29/24	01	07/30-08/28 1991 CANNONBALL TR	51-510-54-00-5480		249.55
						INVOICE TOTAL:	249.55 *
	1135300100-0824	08/29/24	01	07/30-08/28 456 KENNEDY	51-510-54-00-5480		62.09
						INVOICE TOTAL:	62.09 *
	1709169000-0824	08/30/24	01	RT34 & AUTUMN CRK	23-230-54-00-5482		171.31
						INVOICE TOTAL:	171.31 *
	1870344000-0824	08/30/24	01	08/01-08/30 105 W COUNTRYSIDE	23-230-54-00-5482		29.63
						INVOICE TOTAL:	29.63 *
	2173921222-0824	08/30/24	01	07/31-08/29 420 FAIRHAVEN	52-520-54-00-5480		110.92
						INVOICE TOTAL:	110.92 *
	2536492222-0824	09/04/24	01	08/01-08/30 46 SARAVANOS PUMP	52-520-54-00-5480		36.08
						INVOICE TOTAL:	36.08 *
	2793598111-0824	08/30/24	01	07/31-08/29 1975 BRIDGE LIFT	52-520-54-00-5480		266.50
						INVOICE TOTAL:	266.50 *
	3260462000-0824	08/29/24	01	07/31-08/29 RT47 & RIVER	23-230-54-00-5482		259.82
						INVOICE TOTAL:	259.82 *
	3387801111-0824	08/28/24	01	07/29-08/27 872 PRAIRIE CR	79-795-54-00-5480		126.48
						INVOICE TOTAL:	126.48 *
	3852534000-0824	08/27/24	01	07/29-08/27 RT126 & SCHLHS RD	23-230-54-00-5482		82.04
						INVOICE TOTAL:	82.04 *
	3897838000-0824	09/03/24	01	07/31-08/29 609 N BRIDGE	51-510-54-00-5480		165.58
						INVOICE TOTAL:	165.58 *



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 09/24/2024

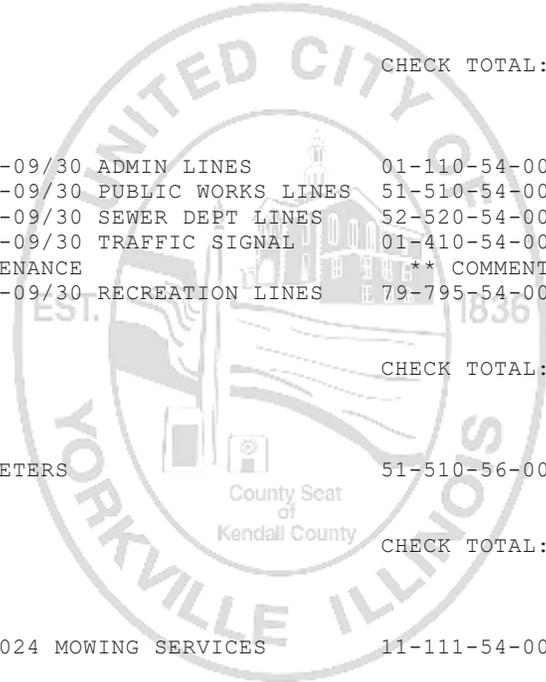
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541310	COMED	COMMONWEALTH EDISON						
	5110449000-0824	09/03/24	01	08/01-08/30 6780 RT47	51-510-54-00-5480		37.31	
						INVOICE TOTAL:	37.31 *	
	5285646000-0824	08/29/24	01	08/01-0828 KENNEDY & MCHUGH	23-230-54-00-5482		90.03	
						INVOICE TOTAL:	90.03 *	
	5288861222-0824	08/30/24	01	07/31-08/29 1850 MARKETVIEW	23-230-54-00-5482		84.91	
						INVOICE TOTAL:	84.91 *	
	6114554111-0824	08/30/24	01	07/31-08/29 610 TOWER	51-510-54-00-5480		154.51	
						INVOICE TOTAL:	154.51 *	
	6564924000-0824	08/28/24	01	07/23-08/19 421 POPLAR	23-230-54-00-5482		5,570.56	
						INVOICE TOTAL:	5,570.56 *	
	6918342222-0824	08/29/24	01	07/30-08/28 301 E HYDRAULIC	79-795-54-00-5480		49.67	
						INVOICE TOTAL:	49.67 *	
	758143222-0824	08/28/24	01	07/29-08/7 1107 PRAIRIE LIFT	52-520-54-00-5480		143.16	
						INVOICE TOTAL:	143.16 *	
	7706362222-0824	08/28/24	01	07/19-08/19 RT47 & KENNEDY	23-230-54-00-5482		1,473.26	
						INVOICE TOTAL:	1,473.26 *	
	7824275000-0824	08/30/24	01	07/31-08/29 1 MCHUGH RD	23-230-54-00-5482		86.42	
						INVOICE TOTAL:	86.42 *	
	8273737000-0824	08/28/24	01	07/31-08/28 104 E VAN EMMON	01-110-54-00-5480		511.84	
						INVOICE TOTAL:	511.84 *	
	8500662000-0824	08/29/24	01	07/30-08/28 PRESTWICK LIFT	52-520-54-00-5480		133.86	
						INVOICE TOTAL:	133.86 *	
	8503040100-0824	09/04/24	01	08/02-09/03 FOXHILL 7 LIFT	52-520-54-00-5480		82.78	
						INVOICE TOTAL:	82.78 *	



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				

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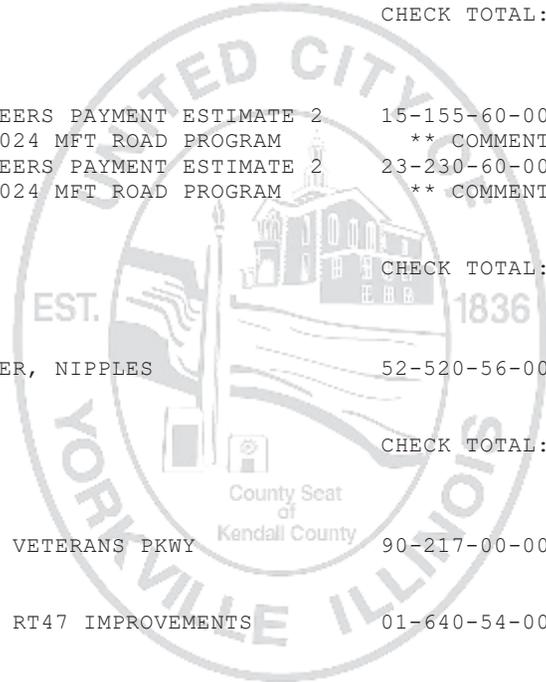
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541310	COMED COMMONWEALTH EDISON						
	8507242000-0824	08/30/24	01	07/31-08/29 7 COUNTRYSIDE PKWY	23-230-54-00-5482		139.05
						INVOICE TOTAL:	139.05 *
	9567127000-0824	08/30/24	01	07/31-08/29 1 COUNTRYSIDE PKWY	23-230-54-00-5482		179.01
						INVOICE TOTAL:	179.01 *
	9810925111-0824	08/29/24	01	07/30-08/28 276 WINDHAM LIFT	52-520-54-00-5480		218.54
						INVOICE TOTAL:	218.54 *
						CHECK TOTAL:	10,697.46
541311	CONTELEC CONSTELLATION TELECOM						
	2265	09/01/24	01	08/28-09/30 ADMIN LINES	01-110-54-00-5440		69.33
			02	08/28-09/30 PUBLIC WORKS LINES	51-510-54-00-5440		485.31
			03	08/28-09/30 SEWER DEPT LINES	52-520-54-00-5440		277.32
			04	08/28-09/30 TRAFFIC SIGNAL	01-410-54-00-5435		69.33
			05	MAINTENANCE	** COMMENT **		
			06	08/28-09/30 RECREATION LINES	79-795-54-00-5440		207.99
						INVOICE TOTAL:	1,109.28 *
						CHECK TOTAL:	1,109.28
541312	COREMAIN CORE & MAIN LP						
	V253653	08/28/24	01	125 METERS	51-510-56-00-5664		8,719.11
						INVOICE TOTAL:	8,719.11 *
						CHECK TOTAL:	8,719.11
541313	COXLAND COX LANDSCAPING LLC						
	192537	09/03/24	01	AUG 2024 MOWING SERVICES	11-111-54-00-5495		1,058.00
						INVOICE TOTAL:	1,058.00 *



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				

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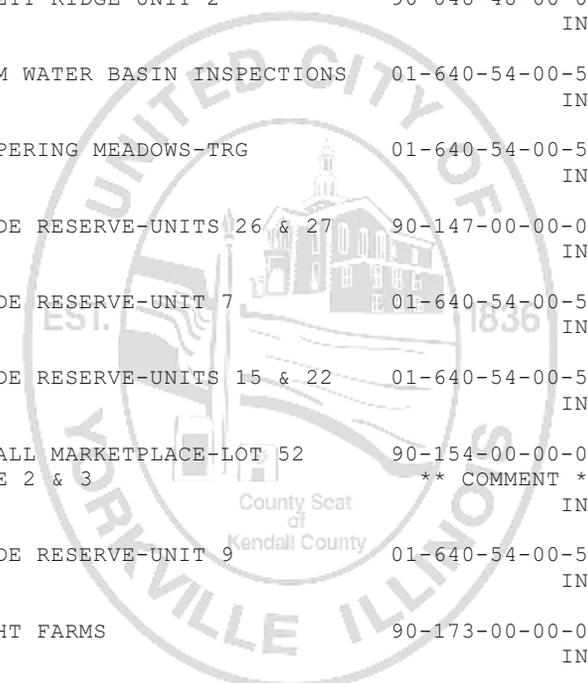
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541313	COXLAND	COX LANDSCAPING LLC					
	192538	09/03/24	01	AUG 2024 MOWING SERVICES	12-112-54-00-5495		1,000.00
						INVOICE TOTAL:	1,000.00 *
	192558	09/06/24	01	SEPT 2024 TRIMMING TREES &	11-111-54-00-5495		2,255.00
			02	BUSHES	** COMMENT **		
						INVOICE TOTAL:	2,255.00 *
					CHECK TOTAL:		4,313.00
541314	DCONST	D. CONSTRUCTION, INC.					
	2400026.02	08/26/24	01	ENGINEERS PAYMENT ESTIMATE 2	15-155-60-00-6025		717,721.35
			02	FOR 2024 MFT ROAD PROGRAM	** COMMENT **		
			03	ENGINEERS PAYMENT ESTIMATE 2	23-230-60-00-6025		108,265.15
			04	FOR 2024 MFT ROAD PROGRAM	** COMMENT **		
						INVOICE TOTAL:	825,986.50 *
					CHECK TOTAL:		825,986.50
541315	DUTEK	THOMAS & JULIE FLETCHER					
	1024656	08/30/24	01	COUPLER, NIPPLES	52-520-56-00-5628		181.50
						INVOICE TOTAL:	181.50 *
					CHECK TOTAL:		181.50
541316	E EI	ENGINEERING ENTERPRISES, INC.					
	1228	08/30/24	01	724 E VETERANS PKWY	90-217-00-00-0111		118.00
						INVOICE TOTAL:	118.00 *
	81184	08/30/24	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		3,666.50
						INVOICE TOTAL:	3,666.50 *
	81185	08/30/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		168.00
						INVOICE TOTAL:	168.00 *



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				

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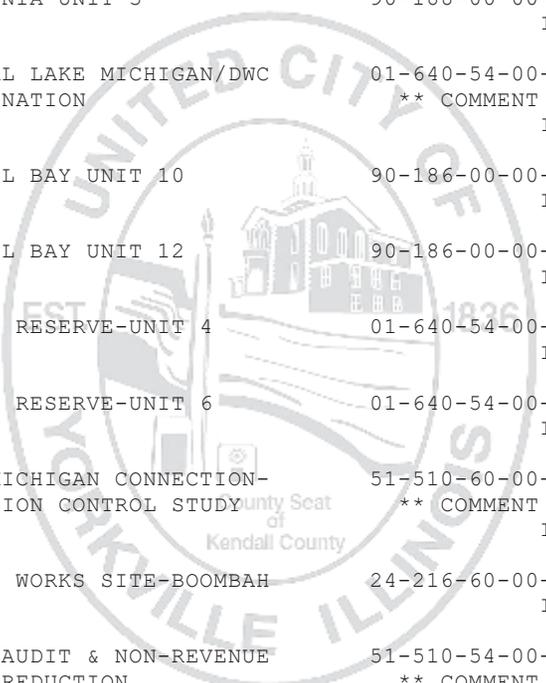
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541316	EEI	ENGINEERING ENTERPRISES, INC.						
	81186	08/30/24	01	PRESTWICK	01-640-54-00-5465		2,564.00	
						INVOICE TOTAL:	2,564.00 *	
	81187	08/30/24	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		1,370.00	
						INVOICE TOTAL:	1,370.00 *	
	81188	08/30/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		1,097.00	
						INVOICE TOTAL:	1,097.00 *	
	81189	08/30/24	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		16,407.00	
						INVOICE TOTAL:	16,407.00 *	
	81190	08/30/24	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		923.50	
						INVOICE TOTAL:	923.50 *	
	81191	08/30/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		13,594.00	
						INVOICE TOTAL:	13,594.00 *	
	81192	08/30/24	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465		1,525.00	
						INVOICE TOTAL:	1,525.00 *	
	81193	08/30/24	01	GRANDE RESERVE-UNITS 15 & 22	01-640-54-00-5465		504.00	
						INVOICE TOTAL:	504.00 *	
	81194	08/30/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		329.00	
			02	PHASE 2 & 3	** COMMENT **			
						INVOICE TOTAL:	329.00 *	
	81195	08/30/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		12,152.50	
						INVOICE TOTAL:	12,152.50 *	
	81196	08/30/24	01	BRIGHT FARMS	90-173-00-00-0111		2,164.50	
						INVOICE TOTAL:	2,164.50 *	
	81197	08/30/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		687.00	
						INVOICE TOTAL:	687.00 *	



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		

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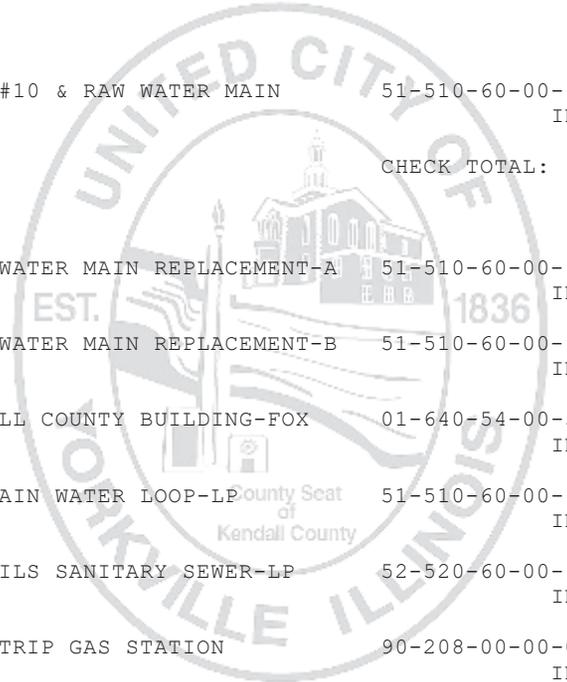
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541316	EEI			ENGINEERING ENTERPRISES, INC.			
	81198	08/30/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		126.00
						INVOICE TOTAL:	126.00 *
	81199	08/30/24	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		141.00
						INVOICE TOTAL:	141.00 *
	81200	08/30/24	01	CALEDONIA UNIT 3	90-188-00-00-0111		2,088.00
						INVOICE TOTAL:	2,088.00 *
	81201	08/30/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		3,301.75
			02	COORDINATION	** COMMENT **		
						INVOICE TOTAL:	3,301.75 *
	81202	08/30/24	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		141.00
						INVOICE TOTAL:	141.00 *
	81203	08/30/24	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		188.00
						INVOICE TOTAL:	188.00 *
	81204	08/30/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		126.00
						INVOICE TOTAL:	126.00 *
	81205	08/30/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		1,130.00
						INVOICE TOTAL:	1,130.00 *
	81206	08/30/24	01	LAKE MICHIGAN CONNECTION-	51-510-60-00-6011		466.50
			02	CORROSION CONTROL STUDY	** COMMENT **		
						INVOICE TOTAL:	466.50 *
	81207	08/30/24	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		6,950.00
						INVOICE TOTAL:	6,950.00 *
	81208	08/30/24	01	WATER AUDIT & NON-REVENUE	51-510-54-00-5465		4,450.25
			02	WATER REDUCTION	** COMMENT **		
						INVOICE TOTAL:	4,450.25 *



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				

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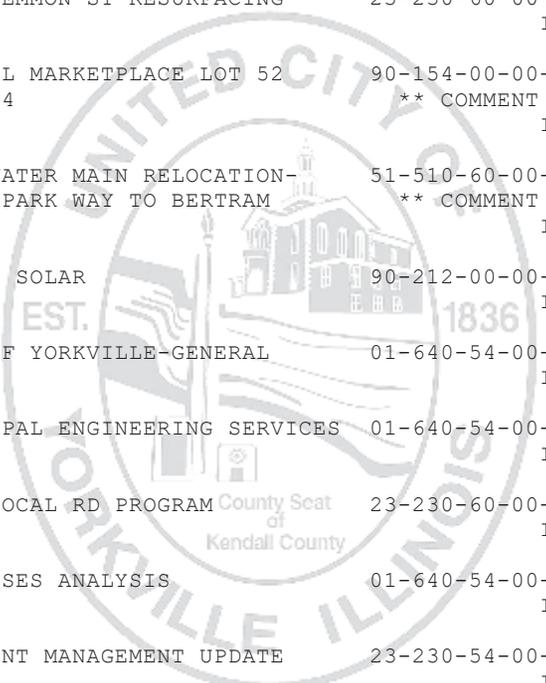
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541316	EEI	ENGINEERING ENTERPRISES, INC.						
	81209	08/30/24	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		1,085.50	
						INVOICE TOTAL:	1,085.50 *	
	81210	08/30/24	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		170.50	
						INVOICE TOTAL:	170.50 *	
					CHECK TOTAL:		77,634.50	
541317	EEI	ENGINEERING ENTERPRISES, INC.						
	81211	08/30/24	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029		27,354.16	
						INVOICE TOTAL:	27,354.16 *	
					CHECK TOTAL:		27,354.16	
541318	EEI	ENGINEERING ENTERPRISES, INC.						
	81212	08/30/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		39,431.53	
						INVOICE TOTAL:	39,431.53 *	
	81213	08/30/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		16,386.50	
						INVOICE TOTAL:	16,386.50 *	
	81214	08/30/24	01	KENDALL COUNTY BUILDING-FOX	01-640-54-00-5465		1,847.00	
						INVOICE TOTAL:	1,847.00 *	
	81215	08/30/24	01	ELDAMAIN WATER LOOP-LP	51-510-60-00-6024		10,485.50	
						INVOICE TOTAL:	10,485.50 *	
	81216	08/30/24	01	CORNEILS SANITARY SEWER-LP	52-520-60-00-6024		6,209.50	
						INVOICE TOTAL:	6,209.50 *	
	81217	08/30/24	01	QUIK TRIP GAS STATION	90-208-00-00-0111		284.00	
						INVOICE TOTAL:	284.00 *	



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				

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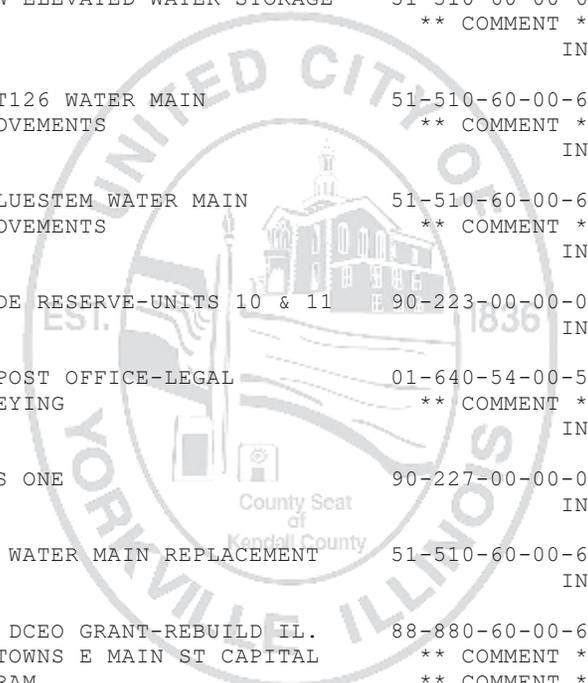
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541318	EEI	ENGINEERING ENTERPRISES, INC.						
	81218	08/30/24	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		682.50	
						INVOICE TOTAL:	682.50 *	
	81219	08/30/24	01	LOT 1 FOUNTAIN VILLAGE	90-219-00-00-0111		561.00	
						INVOICE TOTAL:	561.00 *	
	81220	08/30/24	01	E VAN EMMON ST RESURFACING	23-230-60-00-6089		16,754.00	
						INVOICE TOTAL:	16,754.00 *	
	81222	08/30/24	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		5,256.75	
			02	PHASE 4	** COMMENT **			
						INVOICE TOTAL:	5,256.75 *	
	81223	08/30/24	01	RT47 WATER MAIN RELOCATION-	51-510-60-00-6035		644.11	
			02	WATER PARK WAY TO BERTRAM	** COMMENT **			
						INVOICE TOTAL:	644.11 *	
	81224	08/30/24	01	NEXAMP SOLAR	90-212-00-00-0111		1,553.50	
						INVOICE TOTAL:	1,553.50 *	
	81225	08/30/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,878.00	
						INVOICE TOTAL:	2,878.00 *	
	81226	08/30/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	81229	08/30/24	01	2024 LOCAL RD PROGRAM	23-230-60-00-6025		5,637.00	
						INVOICE TOTAL:	5,637.00 *	
	81230	08/30/24	01	YBSD SSES ANALYSIS	01-640-54-00-5465		1,432.00	
						INVOICE TOTAL:	1,432.00 *	
	81231	08/30/24	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465		22,750.00	
						INVOICE TOTAL:	22,750.00 *	



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				

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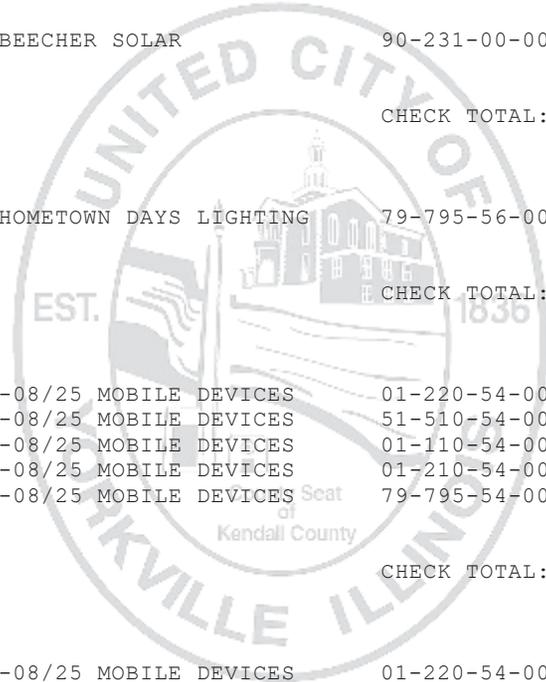
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541318	EEI	ENGINEERING ENTERPRISES, INC.						
	81232	08/30/24	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		2,800.00	
						INVOICE TOTAL:	2,800.00 *	
	81233	08/30/24	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		16,778.00	
						INVOICE TOTAL:	16,778.00 *	
	81234	08/30/24	01	LM-NW ELEVATED WATER STORAGE	51-510-60-00-6011		5,154.00	
			02	TANK	** COMMENT **			
						INVOICE TOTAL:	5,154.00 *	
	81235	08/30/24	01	LM-RT126 WATER MAIN	51-510-60-00-6011		21,520.16	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	21,520.16 *	
	81236	08/30/24	01	LM-BLUESTEM WATER MAIN	51-510-60-00-6011		2,850.00	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	2,850.00 *	
	81237	08/30/24	01	GRANDE RESERVE-UNITS 10 & 11	90-223-00-00-0111		340.00	
						INVOICE TOTAL:	340.00 *	
	81238	08/30/24	01	OLD POST OFFICE-LEGAL	01-640-54-00-5465		1,404.00	
			02	SURVEYING	** COMMENT **			
						INVOICE TOTAL:	1,404.00 *	
	81239	08/30/24	01	CYRUS ONE	90-227-00-00-0111		8,061.00	
						INVOICE TOTAL:	8,061.00 *	
	81240	08/30/24	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		10,525.00	
						INVOICE TOTAL:	10,525.00 *	
	81241	08/30/24	01	2024 DCEO GRANT-REBUILD IL.	88-880-60-00-6000		2,652.00	
			02	DOWNTOWNS E MAIN ST CAPITAL	** COMMENT **			
			03	PROGRAM	** COMMENT **			
						INVOICE TOTAL:	2,652.00 *	



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		

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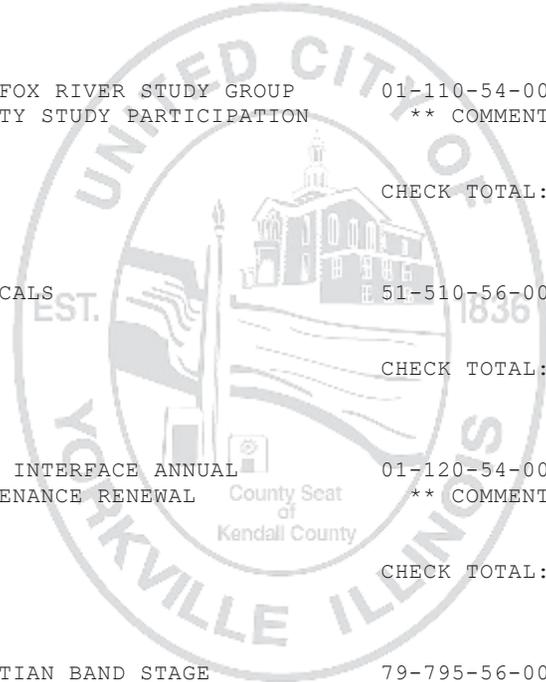
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541318	EEI	ENGINEERING ENTERPRISES, INC.						
	81242	08/30/24	01	2024 NPDES MS4 PROGRAM &	01-640-54-00-5465		175.50	
			02	ANNUAL AUDIT	** COMMENT **			
					INVOICE TOTAL:		175.50 *	
	81243	08/30/24	01	CONSUME CANNABIS DISPENSARY	90-230-00-00-0011		323.00	
			02	SITE PLAN	** COMMENT **			
					INVOICE TOTAL:		323.00 *	
	81244	08/30/24	01	2820 BEECHER SOLAR	90-231-00-00-0111		474.00	
					INVOICE TOTAL:		474.00 *	
					CHECK TOTAL:		207,749.55	
541319	FIRST	FIRST PLACE RENTAL						
	353839-1	09/03/24	01	2024 HOMETOWN DAYS LIGHTING	79-795-56-00-5602		500.00	
					INVOICE TOTAL:		500.00 *	
					CHECK TOTAL:		500.00	
541320	FIRSTNET	AT&T MOBILITY						
	287313454005X0903202	08/25/24	01	07/26-08/25 MOBILE DEVICES	01-220-54-00-5440		42.17	
			02	07/26-08/25 MOBILE DEVICES	51-510-54-00-5440		42.17	
			03	07/26-08/25 MOBILE DEVICES	01-110-54-00-5440		42.17	
			04	07/26-08/25 MOBILE DEVICES	01-210-54-00-5440		837.47	
			05	07/26-08/25 MOBILE DEVICES	79-795-54-00-5440		42.17	
					INVOICE TOTAL:		1,006.15 *	
					CHECK TOTAL:		1,006.15	
541321	FIRSTNET	AT&T MOBILITY						
	287313454207X0903202	08/25/24	01	07/26-08/25 MOBILE DEVICES	01-220-54-00-5440		253.02	



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				

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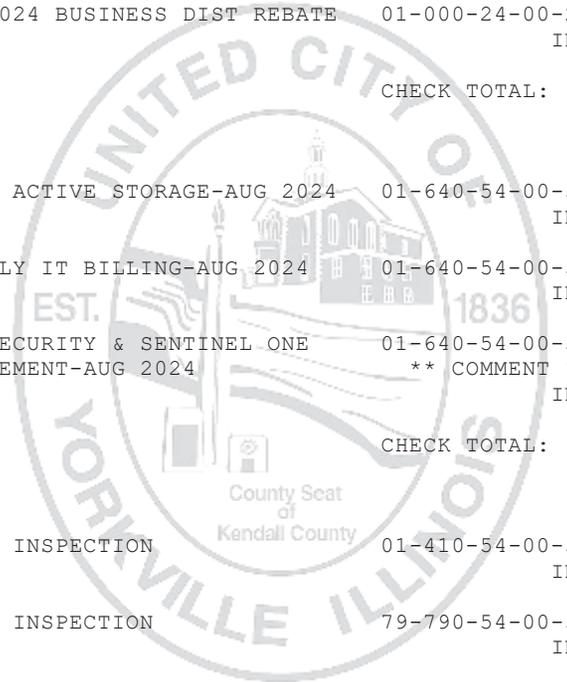
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541321	FIRSTNET 287313454207X0903202	AT&T MOBILITY 08/25/24	02	07/26-08/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	07/26-08/25 MOBILE DEVICES	79-795-54-00-5440		156.82
			04	07/26-08/25 MOBILE DEVICES	51-510-54-00-5440		235.23
			05	07/26-08/25 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			753.79 *
				CHECK TOTAL:			753.79
541322	FOXRIVER 041624	FOX RIVER STUDY GROUP 04/16/24	01	2024 FOX RIVER STUDY GROUP	01-110-54-00-5460		2,682.50
			02	QUALITY STUDY PARTICIPATION	** COMMENT **		
				INVOICE TOTAL:			2,682.50 *
				CHECK TOTAL:			2,682.50
541323	HACH 14156259	HACH COMPANY 08/21/24	01	CHEMICALS	51-510-56-00-5638		814.50
				INVOICE TOTAL:			814.50 *
				CHECK TOTAL:			814.50
541324	HARRIS MSIMN0000845	HARRIS COMPUTER SYSTEMS 08/29/24	01	GMAIL INTERFACE ANNUAL	01-120-54-00-5462		83.33
			02	MAINTENANCE RENEWAL	** COMMENT **		
				INVOICE TOTAL:			83.33 *
				CHECK TOTAL:			83.33
541325	HIFIEVEN YHD08302024	HI FI EVENTS, INC. 09/04/24	01	CHRISTIAN BAND STAGE	79-795-56-00-5602		1,725.00
				INVOICE TOTAL:			1,725.00 *
				CHECK TOTAL:			1,725.00



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				

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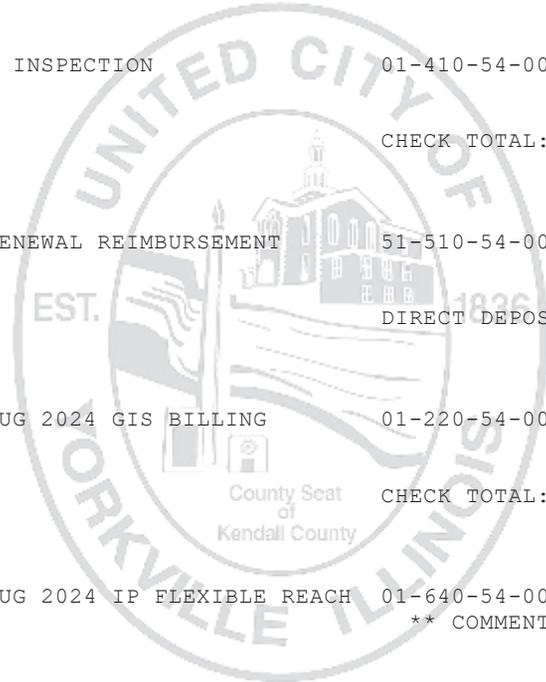
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541326	HOMETREE 17874	HOMER TREE CARE, INC 07/31/24	01	TREE REMOVAL	23-230-60-00-6034		277,237.00 INVOICE TOTAL: 277,237.00 *
							CHECK TOTAL: 277,237.00
541327	IMPERINV	IMPERIAL INVESTMENTS					
	JULY 2024-REBATE	09/10/24	01	JUL 2024 BUSINESS DIST REBATE	01-000-24-00-2488		1,009.72 INVOICE TOTAL: 1,009.72 *
							CHECK TOTAL: 1,009.72
541328	INTERDEV	INTERDEV, LLC					
	LIC-1046018	08/31/24	01	TIMED ACTIVE STORAGE-AUG 2024	01-640-54-00-5450		270.00 INVOICE TOTAL: 270.00 *
	MSP-1046018	08/31/24	01	MONTHLY IT BILLING-AUG 2024	01-640-54-00-5450		19,212.90 INVOICE TOTAL: 19,212.90 *
	SEC-1046054	08/31/24	01 02	DUO SECURITY & SENTINEL ONE MANAGEMENT-AUG 2024	01-640-54-00-5450 ** COMMENT **		1,240.54 INVOICE TOTAL: 1,240.54 *
							CHECK TOTAL: 20,723.44
541329	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	204075	06/20/24	01	TRUCK INSPECTION	01-410-54-00-5490		41.00 INVOICE TOTAL: 41.00 *
	204387	07/10/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00 INVOICE TOTAL: 41.00 *
	204469	07/15/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00 INVOICE TOTAL: 43.00 *



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				

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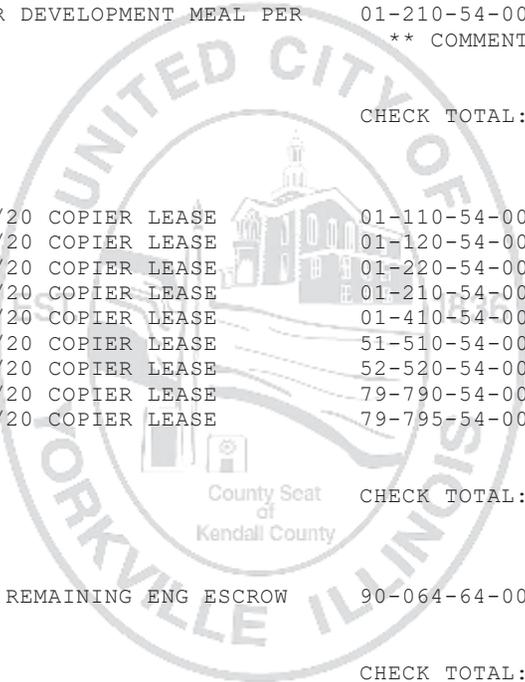
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541329	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	204535	07/18/24	01	TRUCK INSPECTION	79-790-54-00-5495		65.00	
						INVOICE TOTAL:	65.00 *	
	205139	09/04/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
	205146	09/04/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
	205149	09/04/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
					CHECK TOTAL:		319.00	
D003699	JOHNGEOR	GEORGE JOHNSON						
	CDL RENEW-2024	09/09/24	01	CDL RENEWAL REIMBURSEMENT	51-510-54-00-5462		60.00	
						INVOICE TOTAL:	60.00 *	
						DIRECT DEPOSIT TOTAL:	60.00	
541330	KCGIS	KENDALL COUNTY GIS						
	KCGIS-YRKVL-FY24-Q3	09/03/24	01	MAR-AUG 2024 GIS BILLING	01-220-54-00-5462		4,526.00	
						INVOICE TOTAL:	4,526.00 *	
					CHECK TOTAL:		4,526.00	
541331	KENCOM	KENCOM PUBLIC SAFETY DISPATCH						
	636	09/01/24	01	JUN-AUG 2024 IP FLEXIBLE REACH	01-640-54-00-5449		115.56	
			02	FEE	** COMMENT **			
						INVOICE TOTAL:	115.56 *	
					CHECK TOTAL:		115.56	



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				

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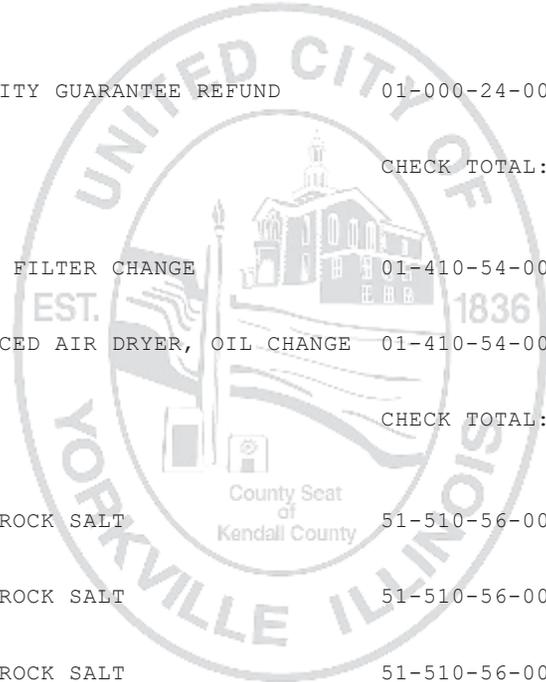
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541332	KENDCROS KENDALL CROSSING, LLC						
	BD REBATE 07/24	09/10/24	01	JUL 2024 BUSINESS DIST REBATE	01-000-24-00-2487		5,639.04
						INVOICE TOTAL:	5,639.04 *
					CHECK TOTAL:		5,639.04
541333	KUEHLEMC CHRIS KUEHLEM						
	081424	08/28/24	01	CARREER DEVELOPMENT MEAL PER	01-210-54-00-5415		82.00
			02	DIEMS	** COMMENT **		
						INVOICE TOTAL:	82.00 *
					CHECK TOTAL:		82.00
541334	MARCO MARCO TECHNOLOGIES LLC						
	536849417	09/09/24	01	8/20-9/20 COPIER LEASE	01-110-54-00-5485		259.29
			02	8/20-9/20 COPIER LEASE	01-120-54-00-5485		259.27
			03	8/20-9/20 COPIER LEASE	01-220-54-00-5485		518.58
			04	8/20-9/20 COPIER LEASE	01-210-54-00-5485		663.72
			05	8/20-9/20 COPIER LEASE	01-410-54-00-5485		51.47
			06	8/20-9/20 COPIER LEASE	51-510-54-00-5485		51.47
			07	8/20-9/20 COPIER LEASE	52-520-54-00-5485		51.46
			08	8/20-9/20 COPIER LEASE	79-790-54-00-5485		154.39
			09	8/20-9/20 COPIER LEASE	79-795-54-00-5485		259.29
						INVOICE TOTAL:	2,268.94 *
					CHECK TOTAL:		2,268.94
541335	MARKER MARKER INC						
	90-064 ENG RFND	09/04/24	01	REFUND REMAINING ENG ESCROW	90-064-64-00-0111		538.00
						INVOICE TOTAL:	538.00 *
					CHECK TOTAL:		538.00



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
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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				

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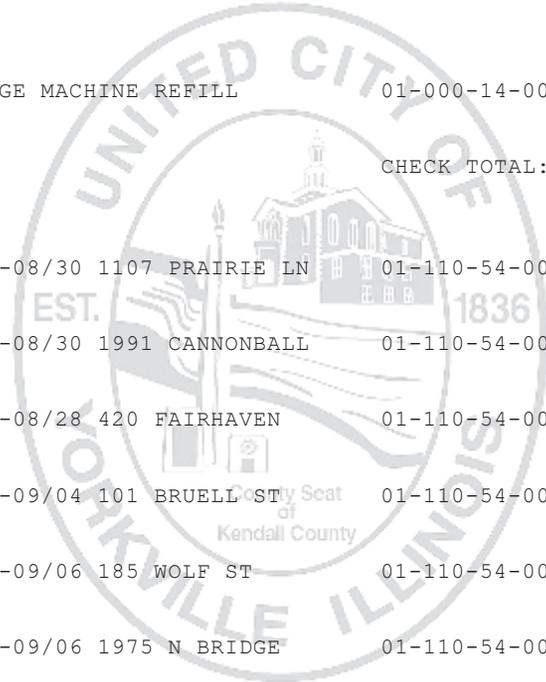
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541336	MEADE	MEADE ELECTRIC COMPANY, INC.						
	709019	09/10/24	01	RT47 & RT34 SIGNAL REPAIR	01-410-54-00-5435		1,024.89	
						INVOICE TOTAL:	1,024.89 *	
	709020	09/10/24	01	RT47 & RT34 SIGNAL REPAIR	01-410-54-00-5435		905.59	
						INVOICE TOTAL:	905.59 *	
					CHECK TOTAL:		1,930.48	
541337	MEADOWBR	MEADOWBROOK BUILDERS LLC						
	20230818-2853 ROOD	09/06/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:	5,000.00 *	
					CHECK TOTAL:		5,000.00	
541338	MECHANIC	MECHANICS LAB LLC						
	5626	08/23/24	01	OIL & FILTER CHANGE	01-410-54-00-5490		1,613.81	
						INVOICE TOTAL:	1,613.81 *	
	5695	08/31/24	01	REPLACED AIR DRYER, OIL CHANGE	01-410-54-00-5490		1,541.52	
						INVOICE TOTAL:	1,541.52 *	
					CHECK TOTAL:		3,155.33	
541339	MIDWSALT	MIDWEST SALT						
	P475937	08/26/24	01	BULK ROCK SALT	51-510-56-00-5638		3,352.76	
						INVOICE TOTAL:	3,352.76 *	
	P475939	08/26/24	01	BULK ROCK SALT	51-510-56-00-5638		3,271.57	
						INVOICE TOTAL:	3,271.57 *	
	P475988	08/27/24	01	BULK ROCK SALT	51-510-56-00-5638		3,262.55	
						INVOICE TOTAL:	3,262.55 *	
					CHECK TOTAL:		9,886.88	



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				

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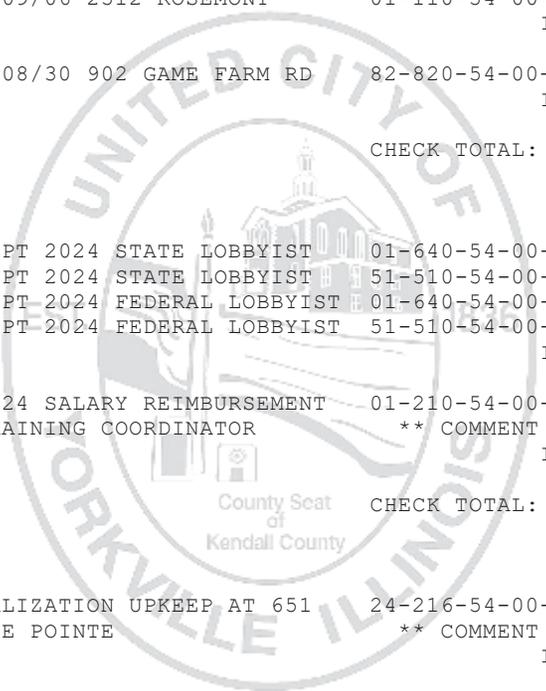
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541340	NARVICK	NARVICK BROS. LUMBER CO, INC						
	93211	08/21/24	01	4000 PSI AE	23-230-56-00-5637		990.00	
						INVOICE TOTAL:	990.00 *	
	93273	08/23/24	01	4000 PSI AE	23-230-56-00-5637		772.00	
						INVOICE TOTAL:	772.00 *	
					CHECK TOTAL:		1,762.00	
541341	NEOPOST	QUADIENT FINANCE USA, INC						
	083024-CITY	08/30/24	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00	
						INVOICE TOTAL:	300.00 *	
					CHECK TOTAL:		300.00	
541342	NICOR	NICOR GAS						
	00-41-22-8748 4-0824	08/30/24	01	08/01-08/30 1107 PRAIRIE LN	01-110-54-00-5480		45.50	
						INVOICE TOTAL:	45.50 *	
	15-64-61-3532 5-0824	08/30/24	01	08/01-08/30 1991 CANNONBALL	01-110-54-00-5480		48.20	
						INVOICE TOTAL:	48.20 *	
	20-52-56-2042 1-0824	08/28/24	01	07/29-08/28 420 FAIRHAVEN	01-110-54-00-5480		142.25	
						INVOICE TOTAL:	142.25 *	
	23-45-91-4862 5-0824	09/04/24	01	08/02-09/04 101 BRUELL ST	01-110-54-00-5480		143.23	
						INVOICE TOTAL:	143.23 *	
	37-35-53-1941 1-0824	09/06/24	01	08/07-09/06 185 WOLF ST	01-110-54-00-5480		44.41	
						INVOICE TOTAL:	44.41 *	
	46-69-47-6727 1-0824	09/06/24	01	08/07-09/06 1975 N BRIDGE	01-110-54-00-5480		140.97	
						INVOICE TOTAL:	140.97 *	



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 09/24/2024

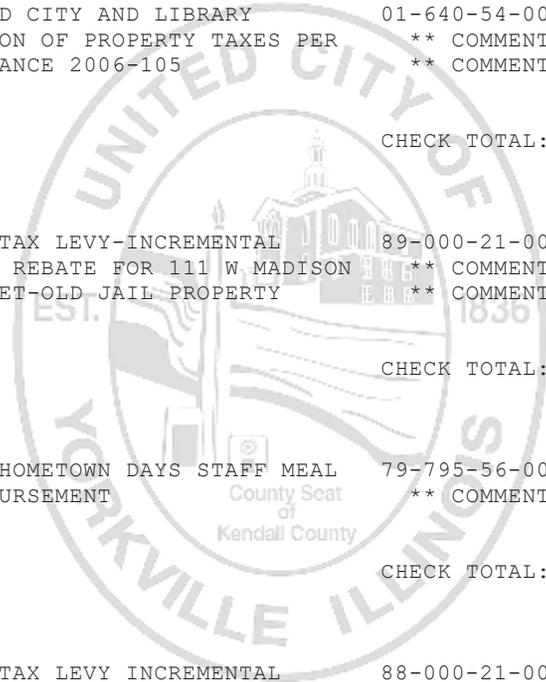
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541342	NICOR NICOR GAS						
	61-60-41-1000	9-0824	09/03/24	01 08/02-09/03 610 TOWER	01-110-54-00-5480		58.54
						INVOICE TOTAL:	58.54 *
	66-70-44-6942	9-0824	09/06/24	01 08/07-09/06 1908 RAINTREE	01-110-54-00-5480		146.92
						INVOICE TOTAL:	146.92 *
	80-56-05-1157	0-0824	09/06/24	01 08/07-09/06 2512 ROSEMONT	01-110-54-00-5480		46.96
						INVOICE TOTAL:	46.96 *
	91-85-68-4012	8-0824	09/03/24	01 08/01-08/30 902 GAME FARM RD	82-820-54-00-5480		802.89
						INVOICE TOTAL:	802.89 *
						CHECK TOTAL:	1,619.87
541343	OSWEGO VILLAGE OF OSWEGO						
	2805		09/09/24	01 AUG-SEPT 2024 STATE LOBBYIST	01-640-54-00-5462		2,333.33
				02 AUG-SEPT 2024 STATE LOBBYIST	51-510-54-00-5462		2,333.33
				03 AUG-SEPT 2024 FEDERAL LOBBYIST	01-640-54-00-5462		3,125.00
				04 AUG-SEPT 2024 FEDERAL LOBBYIST	51-510-54-00-5462		3,125.00
						INVOICE TOTAL:	10,916.66 *
	2809		09/10/24	01 AUG 2024 SALARY REIMBURSEMENT	01-210-54-00-5413		5,697.79
				02 FOR TRAINING COORDINATOR	** COMMENT **		
						INVOICE TOTAL:	5,697.79 *
						CHECK TOTAL:	16,614.45
541344	PIZZO PIZZO AND ASSOCIATES, LTD						
	340-5		09/01/24	01 NATURALIZATION UPKEEP AT 651	24-216-54-00-5446		732.19
				02 PRAIRIE POINTE	** COMMENT **		
						INVOICE TOTAL:	732.19 *
						CHECK TOTAL:	732.19



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 09/24/2024

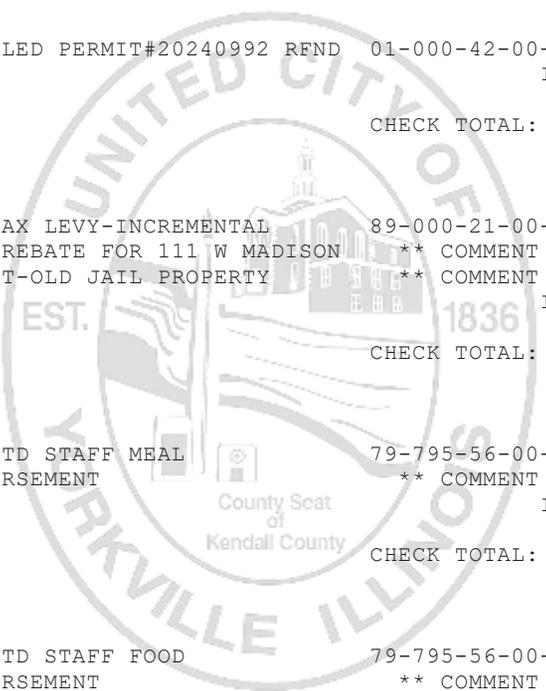
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541345	POSSPLAC	POSSIBILITY PLACE NURSERY						
	8650	07/15/24	01	TREES	79-790-56-00-5640		1,925.00	
						INVOICE TOTAL:	1,925.00 *	
					CHECK TOTAL:		1,925.00	
541346	R0000474	NEIL BORNEMAN						
	91024	09/10/24	01	REFUND CITY AND LIBRARY	01-640-54-00-5491		1,533.88	
			02	PORTION OF PROPERTY TAXES PER	** COMMENT **			
			03	ORDINANCE 2006-105	** COMMENT **			
						INVOICE TOTAL:	1,533.88 *	
					CHECK TOTAL:		1,533.88	
541347	R0002296	KCJ RESTORATION						
	2022 P-TAX REBATE-JA	08/23/24	01	2022 TAX LEVY-INCREMENTAL	89-000-21-00-2100		7,665.27	
			02	P-TAX REBATE FOR 111 W MADISON	** COMMENT **			
			03	STREET-OLD JAIL PROPERTY	** COMMENT **			
						INVOICE TOTAL:	7,665.27 *	
					CHECK TOTAL:		7,665.27	
541348	R0002539	RS CONCESSIONS						
	2024 HTD MEALS	09/12/24	01	2024 HOMETOWN DAYS STAFF MEAL	79-795-56-00-5602		20.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	20.00 *	
					CHECK TOTAL:		20.00	
541349	R0002599	WILLIAMS GROUP						
	2022 TAX LEVY-REBATE	08/23/24	01	2022 TAX LEVY INCREMENTAL	88-000-21-00-2100		5,349.31	



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 09/24/2024

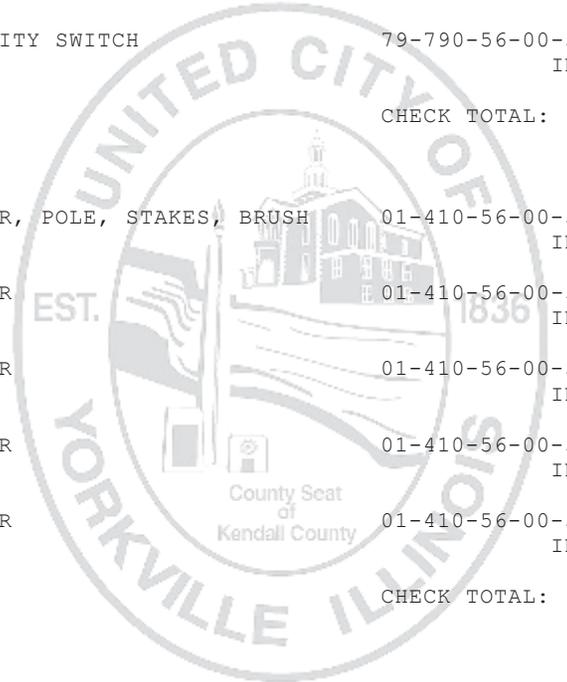
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541349	R0002599	WILLIAMS GROUP					
	2022 TAX LEVY-REBATE	08/23/24	02	P-TAX REBATE PER ORDINANCE		** COMMENT **	
			03	2022-07		** COMMENT **	
						INVOICE TOTAL:	5,349.31 *
						CHECK TOTAL:	5,349.31
541350	R0002659	OLEKSANDR TODOROV					
	20240992-271 ANDREW	09/03/24	01	CANCELLED PERMIT#20240992 REND	01-000-42-00-4210		50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
541351	R0002666	BIRCHWOOD RESIDENTIAL					
	2022 P-TAX REBATE-OL	08/23/24	01	2022 TAX LEVY-INCREMENTAL	89-000-21-00-2100		8,507.13
			02	P-TAX REBATE FOR 111 W MADISON		** COMMENT **	
			03	STREET-OLD JAIL PROPERTY		** COMMENT **	
						INVOICE TOTAL:	8,507.13 *
						CHECK TOTAL:	8,507.13
541352	R0002667	FEEDING FRENZY CONCESSIONS					
	2024 HTD	09/11/24	01	2024 HTD STAFF MEAL	79-795-56-00-5602		130.00
			02	REIMBURSEMENT		** COMMENT **	
						INVOICE TOTAL:	130.00 *
						CHECK TOTAL:	130.00
541353	R0002668	DAKOTAS BAR & GRILL LLC					
	2024 HTD	09/11/24	01	2024 HTD STAFF FOOD	79-795-56-00-5602		215.00
			02	REIMBURSEMENT		** COMMENT **	
						INVOICE 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 09/24/2024

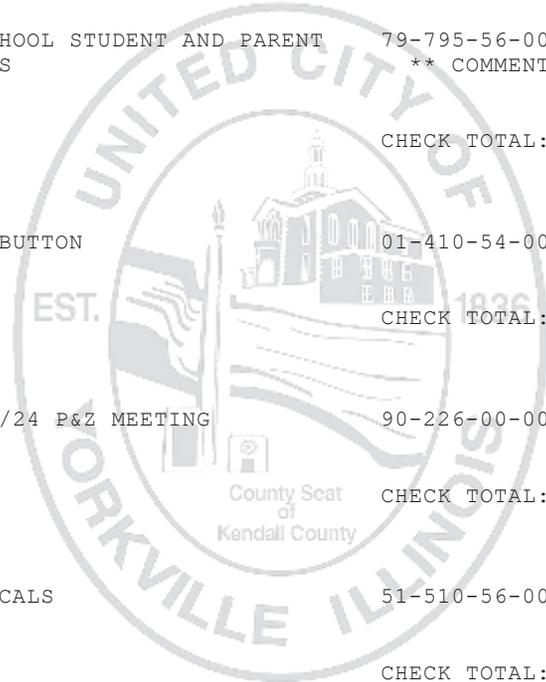
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541353	R0002668	DAKOTAS BAR & GRILL LLC					
	2024 SUMMER EVENTS	09/11/24	01	2024 SUMMER EVENT STAFF MEAL	79-795-56-00-5606		104.25
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		104.25 *
					CHECK TOTAL:		319.25
541354	REINDERS	REINDERS, INC.					
	6059786-00	08/28/24	01	PROIMITY SWITCH	79-790-56-00-5640		143.84
					INVOICE TOTAL:		143.84 *
					CHECK TOTAL:		143.84
541355	SEALMAST	SEAL MASTER					
	109429	08/13/24	01	SEALER, POLE, STAKES, BRUSH	01-410-56-00-5640		1,387.79
					INVOICE TOTAL:		1,387.79 *
	109504	08/14/24	01	SEALER	01-410-56-00-5640		1,571.70
					INVOICE TOTAL:		1,571.70 *
	110054	08/26/24	01	SEALER	01-410-56-00-5640		2,148.30
					INVOICE TOTAL:		2,148.30 *
	110091	08/27/24	01	SEALER	01-410-56-00-5640		2,213.40
					INVOICE TOTAL:		2,213.40 *
	110132	08/28/24	01	SEALER	01-410-56-00-5640		1,624.40
					INVOICE TOTAL:		1,624.40 *
					CHECK TOTAL:		8,945.59
541356	SISLERS	SISLER'S ICE, INC.					
	203006843	08/29/24	01	HOMETOWN DAYS ICE	79-795-56-00-5602		950.00
					INVOICE TOTAL:		950.00 *
					CHECK TOTAL:		950.00



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 09/24/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541357	STATION	STATION ONE					
	2024 HTD MEAL	09/12/24	01	2024 HOMETOWN DAYS STAFF MEAL	79-795-56-00-5602		300.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
541358	STEVENS	STEVEN'S SILKSCREENING					
	23045	08/28/24	01	PRESCHOOL STUDENT AND PARENT	79-795-56-00-5606		1,068.00
			02	SHIRTS	** COMMENT **		
					INVOICE TOTAL:		1,068.00 *
					CHECK TOTAL:		1,068.00
541359	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	153153	08/29/24	01	MOAB BUTTON	01-410-54-00-5435		445.00
					INVOICE TOTAL:		445.00 *
					CHECK TOTAL:		445.00
541360	VITOSH	CHRISTINE M. VITOSH					
	2221	08/23/24	01	08/14/24 P&Z MEETING	90-226-00-00-0011		230.00
					INVOICE TOTAL:		230.00 *
					CHECK TOTAL:		230.00
541361	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	128789	08/23/24	01	CHEMICALS	51-510-56-00-5638		3,981.82
					INVOICE TOTAL:		3,981.82 *
					CHECK TOTAL:		3,981.82



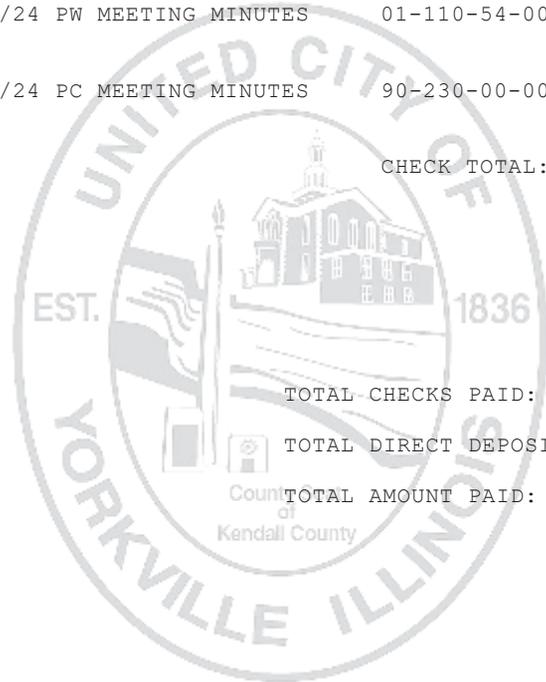
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 09/24/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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D003700	YBSD	YORKVILLE BRISTOL					
	2024.017	09/03/24	01	SEPT 2024 LANDFILL EXPENSE	51-510-54-00-5445		11,743.93
						INVOICE TOTAL:	11,743.93 *
						DIRECT DEPOSIT TOTAL:	11,743.93

541362	YOUNGM	MARLYS J. YOUNG					
	082024-PW	08/29/24	01	08/20/24 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
	082224-PC	09/03/24	01	08/22/24 PC MEETING MINUTES	90-230-00-00-0011		85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	170.00



TOTAL CHECKS PAID:	1,626,954.93
TOTAL DIRECT DEPOSITS PAID:	11,803.93
TOTAL AMOUNT PAID:	1,638,758.86

- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 PAYROLL SUMMARY September 13, 2024

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	20,469.89	-	20,469.89	1,193.41	1,513.87	23,177.17
FINANCE	13,219.08	-	13,219.08	770.67	978.72	14,968.47
POLICE	143,391.49	11,163.18	154,554.67	414.08	11,527.53	166,496.28
COMMUNITY DEV.	29,860.43	-	29,860.43	1,764.18	2,225.73	33,850.34
STREETS	26,026.14	992.17	27,018.31	1,562.34	2,158.37	30,739.02
BUILDING & GROUNDS	6,778.50	8.13	6,786.63	404.40	517.83	7,708.86
WATER	24,487.28	378.41	24,865.69	1,421.65	1,866.55	28,153.89
SEWER	13,698.58	-	13,698.58	798.63	1,045.80	15,543.01
PARKS	40,585.83	2,467.00	43,052.83	2,311.83	3,246.72	48,611.38
RECREATION	29,312.65	-	29,312.65	1,218.92	2,207.58	32,739.15
LIBRARY	17,419.03	-	17,419.03	676.15	1,280.36	19,375.54
TOTALS	\$ 365,248.90	\$ 15,008.89	\$ 380,257.79	\$ 12,536.26	\$ 28,569.06	\$ 421,363.11

TOTAL PAYROLL

\$ 421,363.11



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, September 24, 2024

ACCOUNTS PAYABLE

DATE

Clerk's Check #131244 Kendall County Recorder <i>(Page 1)</i>	09/06/2024	\$	684.00
Manual City Check Register <i>(Pages 2 - 4)</i>	09/13/2024		974.00
City Check Register <i>(Pages 5 - 28)</i>	09/10/2024		1,638,758.86
SUB-TOTAL:			\$1,640,416.86

PAYROLL

Bi - Weekly <i>(Page 29)</i>	09/13/2024	\$	421,363.11
SUB-TOTAL:		\$	421,363.11

TOTAL DISBURSEMENTS: \$ 2,061,779.97



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2024-74

Agenda Item Summary Memo

Title: East Van Emmon Construction Engineering Agreement – Phase III

Meeting and Date: City Council – September 24, 2024

Synopsis: Proposed construction engineering agreement with EEI for E. Van Emmon

Resurfacing project that is funded through STP funds

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-74

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse

Name

Public Works

Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: September 10, 2024
Subject: E. Van Emmon Construction Engineering Agreement

Summary

A proposed construction engineering agreement with EEI for the E. Van Emmon resurfacing project.

Background

The City Council approved EEI as the phase 3 engineering firm for the E. Van Emmon resurfacing project at the September 10, 2024 City Council meeting. The next step in the process is to award the phase 3 (construction) engineering contract, which is attached for your review.

Since this an STP (Surface Transportation Program) project, IDOT forms must be used for the construction engineering agreement, this is why it looks different from the normal agreements from EEI. The total proposed contract is \$54,940. Since this is an STP project, it is an 80/20 split with only 20% of the cost being borne by the City.

This project has been approved for the November 8th IDOT letting, with a spring 2025 construction scheduled. This money has been noted in the 5-year budget in FY26 along with the construction costs, since that is when most of the work will take place. Even though this contract will have no material impact on the current year's budget, state statute requires that funds must be appropriated in the FY 25 budget in order to approve this contract. As such, a budget amendment has been attached which amends the City-Wide Capital Fund as follows:

- Van Emmon Street Improvements (23-230-60-00-6089) – expenditures increased by \$55,000, from \$10,000 to \$65,000.
- Federal Grants – STP Van Emmon (23-000-41-00-4165) – grant revenue increased by \$44,000 to account for the 80% reimbursement from IDOT.

Recommendation

Staff recommends approval of this contract with EEI.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A CONSTRUCTION ENGINEERING AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE RESURFACING OF EAST VAN EMMON STREET

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, East Van Emmon Street, located within the City of Yorkville, is in need of resurfacing; and

WHEREAS, the City of Yorkville and the Illinois Department of Transportation (“IDOT”) plan to begin a resurfacing project on East Van Emmon Street during the Spring of 2026 (the “Project”); and

WHEREAS, the City solicited qualified engineering firms to assist with this Project as construction engineer pursuant to the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*); and

WHEREAS, Engineering Enterprises, Inc. (“EEI”) was chosen as the highest qualified engineering firm, and the City entered into negotiations with EEI for the price of the engineering contract; and

WHEREAS, the City has determined that the price of the engineering contract proposed by EEI is fair and reasonable, and has chosen EEI as the engineering contractor for the Project; and

WHEREAS, the Project qualifies as a Surface Transportation Program project, and therefore IDOT shall reimburse the City 80% of the cost of the Project; and

WHEREAS, the construction engineering work performed by EEI on the Project is estimated to cost a total of \$54,940; and

WHEREAS, the City therefore desires to enter into a construction engineering agreement with EEI, in the form attached hereto as *Exhibit A*, in an amount not to exceed \$54,940; approximately \$43,952 of which shall be reimbursed to the City by IDOT.

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 Construction Engineering Agreement between Engineering Enterprises, Inc. and the United City of Yorkville is hereby approved, and the Mayor and City Clerk are authorized to execute said Agreement.

Section 2. That this Resolution shall be in full force and effect upon 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



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [] No Agreement For: Federal CE Agreement Type: Original

LOCAL PUBLIC AGENCY
Local Public Agency: United City of Yorkville
County: Kendall
Section Number: 24-00053-00-RS
Job Number: C-93-023-25
Project Number: T4N9(336)
Contact Name: Eric Dhuse
Phone Number: (630) 553-4370
Email: edhuse@yorkville.il.us

SECTION PROVISIONS
Local Street/Road Name: E. Van Emmon Street
Key Route: FAU 2515
Length: 0.52
Structure Number: N/A
Location Termini: IL Route 47 (Bridge Street) to East City Limits
Buttons: Add Location, Remove Location

Project Description
This work consists of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder and surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, pipe culvert removal and replacement, grading and shaping ditches, pavement markings, roadway signage and all other appurtenant work required.

Engineering Funding: [X] Federal [] MFT/TBP [] State [X] Other Local Funds
Anticipated Construction Funding: [X] Federal [] MFT/TBP [] State [X] Other Local Funds

AGREEMENT FOR
[X] Phase III - Construction Engineering

CONSULTANT
Prime Consultant (Firm) Name: Engineering Enterprises, Inc.
Contact Name: Chris Ott
Phone Number: (630) 466-6757
Email: cott@eeiweb.com
Address: 52 Wheeler Road
City: Sugar Grove
State: IL
Zip Code: 60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:
Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT E: Location Map
- EXHIBIT F: Rubino Proposal
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: **Fixed**

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

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 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 (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 to maintain 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.
 - (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$45,442.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$9,498.00
Subconsultant Total		\$9,498.00
Prime Consultant Total		\$45,442.00
Total for all work		\$54,940.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Local Public Agency

Title

(SEAL)

Executed by the ENGINEER:

Attest:
Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- Attend Pre-Construction Meeting
- Review Contractor's Proposed Construction Schedule
- Set up field books, quantity books, diary, job box and all other forms of proper project documentation, including CMMS
- Prepare a project contact list
- Provide resident engineering for on-site observation
- Keep inspector's daily reports and quantity book records up to date
- Maintain orderly files of all relevant project documents
- Perform quantity measurements to prepare pay estimates and change orders for City & IDOT approval
- Provide liaison functions related to the coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project
- Monitor adherence to project specifications
- Maintain daily contact with the Contractor to monitor schedule
- Maintain daily contact with City and IDOT
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Provide construction layout
- Provide information to residents as required
- Perform punch list inspections and provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly or as required based on on-site activities
- Complete job box and conduct all audits with IDOT
- Complete required pay estimates and change orders to complete the project
- Prepare necessary IDOT closeout paperwork

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

1. Target Letting: 11/8/2024
2. Pre-Construction Meeting: 4/7/2025
3. Start of Construction: 5/5/2025
4. End of Construction: 6/20/2025
5. Project Closeout: 8/28/2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Firm Experience	30%
Staff Capabilities	30%
Past Performance	30%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Engineering Enterprises, Inc.
2	Engineering Resource Associates
3	The HOH Group

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency United City of Yorkville	County Kendall	Section Number 24-00053-00-RS
Prime Consultant (Firm) Name Engineering Enterprises, Inc.	Prepared By Christopher J. Ott	Date 8/28/2024
Consultant / Subconsultant Name Engineering Enterprises, Inc.	Job Number C-93-023-25	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	16	MONTHS	OVERHEAD RATE	181.79%
START DATE	1/1/2025		COMPLEXITY FACTOR	2.00%
RAISE DATE	2/28/2025		% OF RAISE	
END DATE	4/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	2/28/2025	2	12.50%
1	3/1/2025	2/28/2026	12	76.50%
2	3/1/2026	4/30/2026	2	13.01%

The total escalation = 2.00%

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

G-93-023-25

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	25	\$65.00	\$1,625.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,625.00

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

C-93-023-25

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management and Administration			Project Startup and Closeout			Construction Layout			Construction Inspection and Documentation			Pay Estimates		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
E-4 Senior Principal	86.00	6.0	1.77%	1.52	2	16.67%	14.33	2	4.35%	3.74							2	7.69%	6.62
E-3 Principal	84.59	0.0																	
E-2 Senior Project Manager	75.58	0.0																	
E-1 Project Manager	59.55	34.0	10.03%	5.97	10	83.33%	49.63	8	17.39%	10.36	2	11.11%	6.62	6	2.60%	1.55	6	23.08%	13.74
P-6 Senior Project Engineer	50.68	0.0																	
P-5 Senior Project Engineer	44.64	0.0																	
P-4 Project Engineer/Surveyor	38.06	299.0	88.20%	33.57				36	78.26%	29.78	16	88.89%	33.83	225	97.40%	37.07	18	69.23%	26.35
T-6 Senior Project Technician	46.03	0.0																	
T-5 Senior Project Technician	47.42	0.0																	
T-4 Project Technician	39.06	0.0																	
T-3 Senior Technician	33.60	0.0																	
I-1 Engineering Intern	24.18	0.0																	
A-4 Executive Administrative Assistant	47.56	0.0																	
A-3 Administrative Assistant	32.99	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		339.0	100%	\$41.06	12.0	100.00%	\$63.96	46.0	100%	\$43.88	18.0	100%	\$40.45	231.0	100%	\$38.62	26.0	100%	\$46.71

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

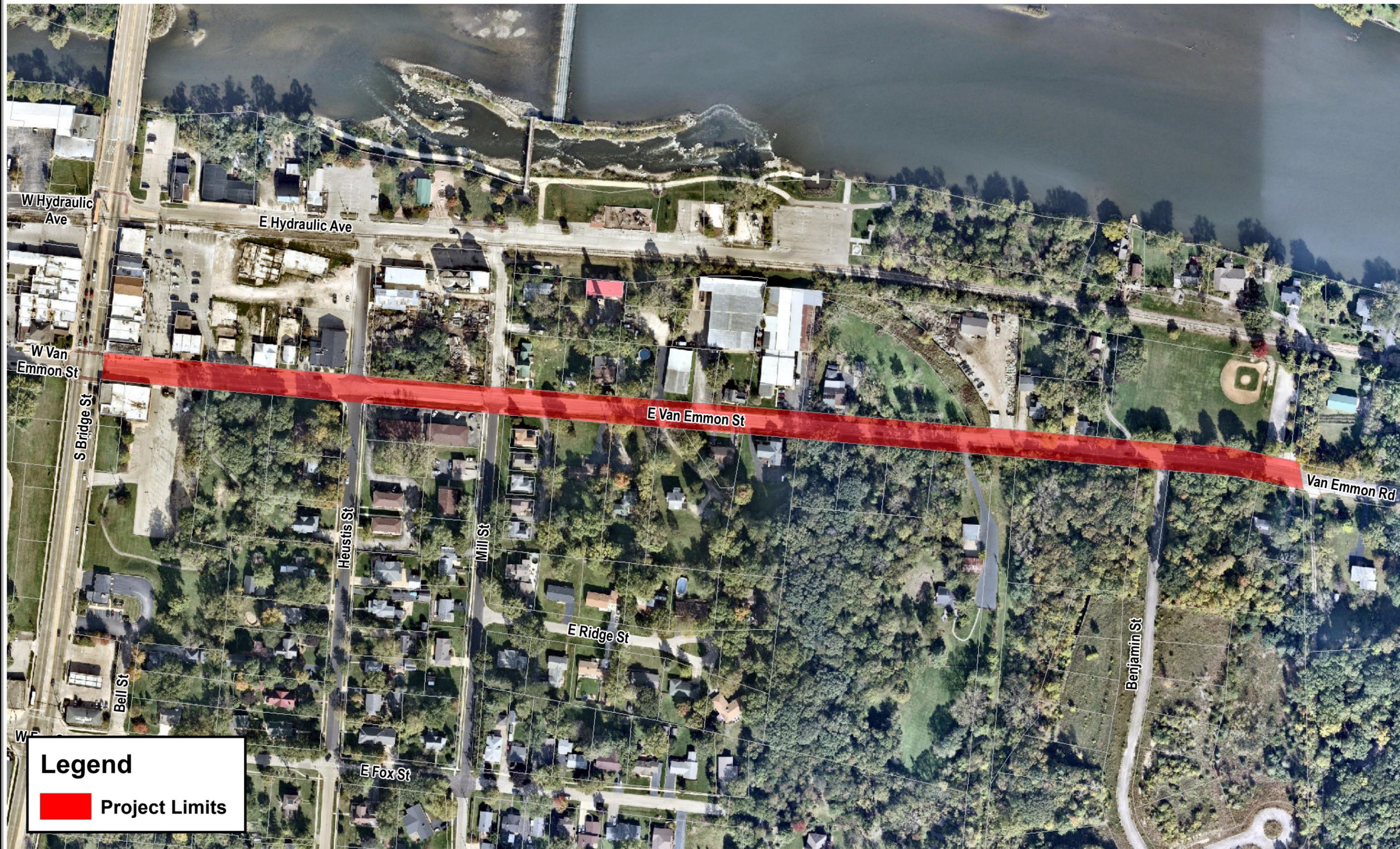
C-93-023-25

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Material Testing																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
E-4 Senior Principal	86.00																		
E-3 Principal	84.59																		
E-2 Senior Project Manager	75.58																		
E-1 Project Manager	59.55	2	33.33%	19.85															
P-6 Senior Project Engineer/\$	50.68																		
P-5 Senior Project Engineer/\$	44.64																		
P-4 Project Engineer/Surveyor	38.06	4	66.67%	25.37															
T-6 Senior Project Technician	46.03																		
T-5 Senior Project Technician	47.42																		
T-4 Project Technician	39.06																		
T-3 Senior Technician	33.60																		
I-1 Engineering Intern	24.18																		
A-4 Executive Administrative	47.56																		
A-3 Administrative Assistant	32.99																		
TOTALS		6.0	100%	\$45.22	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Legend

 Project Limits

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: FEBRUARY 2022
 PROJECT NO.: YQ2204
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022\
 FILE: YQ2204 VanEmmon Street Location Map

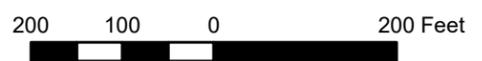


EXHIBIT E
E. VAN EMMON STREET
LOCATION MAP



August 21, 2024

To: Christopher J. Ott, PE, CPII
Engineering Enterprises, Inc.
52 Wheeler Rd
Sugar Grove, IL 60554
C: 630-742-2051
M: 630-466-6700

Re: **QA Materials Testing Services**
E. Van Emmon Street Roadway Resurfacing
Contract No. 87869
United City of Yorkville, Illinois
Kendall County

Proposal No. Q24.410

Via email: Cott@eeiweb.com

Dear Mr. Ott,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from Christopher J. Ott, PE, CPII of Engineering Enterprises, Inc. (EEI) on August 15, 2024 and the following outlines our understanding of the requested scope of services:

Project Name and Description

E. Van Emmon Street (from Bridge Street to City Limits) Roadway Resurfacing in Yorkville, IL

General Scope of Services

BITUMINOUS PAVING AND CONCRETE

- Longitudinal Joint Sealant Application Rate
- QA Field testing of hot mix asphalt (HMA)
 - LR1030-2 Specification with Nuclear Gauge Acceptance or Core Acceptance
 - Random Number Generation required for the QC/QA Program for QA Nuclear Testing
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Prime Coat / Tack Coat Application Rate Testing
- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on August 15th and the plan set provided to Rubino, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
LONGITUDINAL JOINT SEALANT SAMPLING/TESTING	1	Half (4 hours)
BITUMINOUS PAVING – Surface and Binder	2	Full (8 hours)
BITUMINOUS PAVING – Patching	1	Half (4 hours)
CONCRETE	2	Half (4 hours)

*Portal to Portal

FEES

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$9,498**.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

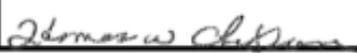
1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023		
ACORD™ CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200			CONTACT NAME: Laurie Cloninger PHONE (A.C. No. Ext): 630 625-5219 FAX (A.C. No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com			
INSURED			INSURER(S) AFFORDING COVERAGE		NAIC #	
Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123			INSURER A : RLI Insurance Company		13056	
			INSURER B : Pacific Insurance Company		10046	
			INSURER C :			
			INSURER D :			
			INSURER E :			
INSURER F :						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR NO. (VWR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (if a contract) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$:		PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0002789	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - FA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		83OH056719923	09/01/2023	09/01/2024	\$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.						
CERTIFICATE HOLDER			CANCELLATION			
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
© 1988-2015 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03) 1 of 1 #S41790281/M41674790		The ACORD name and logo are registered marks of ACORD		JDPZP		

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Local Public Agency City of Yorkville	County Kendall	Section Number 24-00053-00-RS
Prime Consultant (Firm) Name Engineering Enterprises, Inc.	Prepared By Michelle Lipinski	Date 8/21/2024
Consultant / Subconsultant Name Rubino Engineering, Inc.	Job Number C-93-023-25	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Q24.410 E. Van Emmon Street (FAU 2515) in Yorkville, Illinois
This project is following the LR1030-2 specification (Nuclear Gauge or Core Acceptance: TBD)

PAYROLL ESCALATION TABLE

CONTRACT TERM	7	MONTHS			OVERHEAD RATE	176.27%
START DATE	4/1/2025				COMPLEXITY FACTOR	2.00%
RAISE DATE	3/1/2026				% OF RAISE	2.00%
END DATE	10/31/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2025	10/31/2025	7	100.00%

The total escalation = 0.00%

Local Public Agency

City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-93-023-25

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	9	\$65.00	\$585.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$468.25	\$936.50
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	4	\$50.00	\$200.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	12	\$19.50	\$234.00
Core Densities	Inhouse Direct Cost	4	\$44.50	\$178.00
TOTAL DIRECT COSTS:				\$2,133.50

BLR 05514 (Rev. 02/09/23)
DIRECT COSTS

Local Public Agency

City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-93-023-25

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Tester 1 & 2														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	44.04	42.0	81.16%	35.74	42	81.16%	35.74												
Project Manager / Engineer	50.22	8.0	15.46%	7.76	8	15.46%	7.76												
Staff Engineer / Geologist /	37.07	0.0																	
Laboratory Staff	32.00	0.0																	
Principal	74.00	1.8	3.38%	2.50	1.75	3.38%	2.50												
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TOTALS		51.8	100%	\$46.01	51.8	100.00%	\$46.01	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Ordinance No. 2024-_____

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2024 AND ENDING ON APRIL 30, 2025

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 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2024-10 on March 26, 2024 adopting an annual budget for the fiscal year commencing on May 1, 2024 and ending on April 30, 2025; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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 amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the City-Wide Capital fund with respect to the United City of Yorkville’s 2024-2025 Budget are hereby approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval according to 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

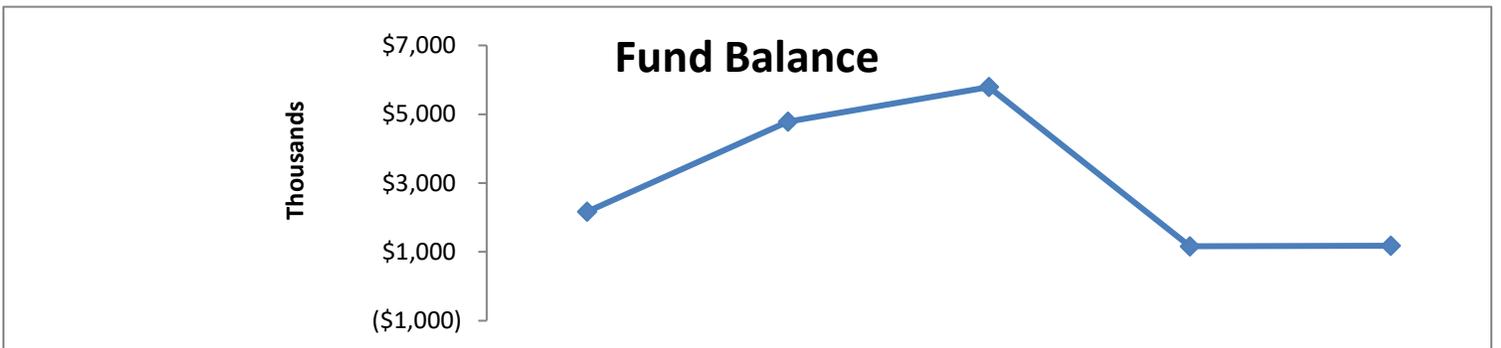
Attest:

CITY CLERK

CITY-WIDE CAPITAL FUND (23)

The City-Wide Capital Fund is used to maintain existing and construct new public infrastructure, and to fund other improvements that benefit the public.

	FY 2022 Actual	FY 2023 Actual	<u>Unaudited</u> FY 2024 Actual	FY 2025 Adopted Budget	FY 2025 Amended Budget
Revenue					
Intergovernmental	\$ -	\$ 29,777	\$ 3,113	\$ 277,250	\$ 321,250
Licenses & Permits	216,195	465,106	469,775	103,000	103,000
Charges for Service	837,007	880,006	906,544	929,575	929,575
Investment Earnings	4,712	36,964	94,689	20,000	20,000
Reimbursements	1,619,675	1,014,482	34,941	1,250,518	1,250,518
Other Financing Sources	3,138,492	2,902,227	1,843,512	449,642	449,642
Total Revenue	\$ 5,816,081	\$ 5,328,562	\$ 3,352,574	\$ 3,029,985	\$ 3,073,985
Expenditures					
Contractual Services	\$ 290,817	\$ 154,381	\$ 210,048	\$ 327,675	\$ 327,675
Capital Outlay	2,674,678	2,131,182	1,721,459	6,885,000	6,940,000
Debt Service	315,338	319,338	313,038	316,738	316,738
Other Financing Uses	489,382	104,209	104,627	104,034	104,034
Total Expenditures	\$ 3,770,215	\$ 2,709,110	\$ 2,349,172	\$ 7,633,447	\$ 7,688,447
Surplus (Deficit)	\$ 2,045,866	\$ 2,619,452	\$ 1,003,402	\$ (4,603,462)	\$ (4,614,462)
Ending Fund Balance	\$ 2,165,601	\$ 4,785,053	\$ 5,788,455	\$ 1,164,373	\$ 1,173,993



United City of Yorkville City-Wide Capital Fund

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CITY-WIDE CAPITAL FUND REVENUE

Account	Description	FY 2022 Actual	FY 2023 Actual	Unaudited	FY 2025	FY 2025
				FY 2024 Actual	Adopted Budget	Amended Budget
Intergovernmental						
23-000-41-00-4160	FEDERAL GRANTS	\$ -	\$ -	\$ -	\$ 275,000	\$ 275,000
23-000-41-00-4163	FEDERAL GRANTS-STP BRISTOL RIDGE	-	29,777	3,113	2,250	2,250
23-000-41-00-4165	FEDERAL GRANTS - STP VAN EMMON	-	-	-	-	44,000
Total:	Intergovernmental	\$ -	\$ 29,777	\$ 3,113	\$ 277,250	\$ 321,250
Licenses & Permits						
23-000-42-00-4210	BUILDING PERMITS	\$ 203,480	\$ 276,710	\$ 226,244	\$ -	\$ -
23-000-42-00-4214	DEVELOPMENT FEES - CW CAPITAL	4,715	14,396	11,531	3,000	3,000
23-000-42-00-4222	ROAD CONTRIBUTION FEE	8,000	174,000	232,000	100,000	100,000
Total:	Licenses & Permits	\$ 216,195	\$ 465,106	\$ 469,775	\$ 103,000	\$ 103,000
Charges for Service						
23-000-44-00-4440	ROAD INFRASTRUCTURE FEE	\$ 837,007	\$ 880,006	\$ 906,544	\$ 929,575	\$ 929,575
Total:	Charges for Service	\$ 837,007	\$ 880,006	\$ 906,544	\$ 929,575	\$ 929,575
Investment Earnings						
23-000-45-00-4500	INVESTMENT EARNINGS	\$ 4,712	\$ 36,964	\$ 94,689	\$ 20,000	\$ 20,000
Total:	Investment Earnings	\$ 4,712	\$ 36,964	\$ 94,689	\$ 20,000	\$ 20,000
Reimbursements						
23-000-46-00-4606	REIMB - COMED	\$ -	\$ -	\$ -	\$ 90,000	\$ 90,000
23-000-46-00-4612	REIMB - GRAND RESERVE IMPROVEMENTS	1,601,412	976,593	16,284	960,000	960,000
23-000-46-00-4636	REIMB - RAINTREE VILLAGE	6,355	4,377	-	200,518	200,518
23-000-46-00-4660	REIMB - PUSH FOR THE PATH	-	26,523	-	-	-
23-000-46-00-4690	REIMB - MISCELLANEOUS	11,908	6,989	18,657	-	-
Total:	Reimbursements	\$ 1,619,675	\$ 1,014,482	\$ 34,941	\$ 1,250,518	\$ 1,250,518
Other Financing Sources						
23-000-49-00-4901	TRANSFER FROM GENERAL	\$ 1,091,989	\$ 2,902,227	\$ 1,843,512	\$ 449,642	\$ 449,642
23-000-49-00-4924	TRANSFER FROM BUILDINGS & GROUNDS	2,046,503	-	-	-	-
Total:	Other Financing Sources	\$ 3,138,492	\$ 2,902,227	\$ 1,843,512	\$ 449,642	\$ 449,642
Total:	CITY-WIDE CAPITAL REVENUE	\$ 5,816,081	\$ 5,328,562	\$ 3,352,574	\$ 3,029,985	\$ 3,073,985

United City of Yorkville City-Wide Capital Fund

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CITY-WIDE CAPITAL EXPENDITURES

Account	Description	FY 2022 Actual	FY 2023 Actual	<u>Unaudited</u>	FY 2025 Adopted Budget	FY 2025 Amended Budget
				FY 2024 Actual		
Contractual Services						
23-230-54-00-5462	PROFESSIONAL SERVICES	\$ -	\$ 1,024	\$ 1,000	\$ 5,000	\$ 5,000
23-230-54-00-5465	ENGINEERING SERVICES	126,167	14,054	-	90,000	90,000
23-230-54-00-5482	STREET LIGHTING	103,350	59,880	138,890	127,200	127,200
23-230-54-00-5498	PAYING AGENT FEES	475	475	475	475	475
23-230-54-00-5499	BAD DEBT	335	488	308	5,000	5,000
23-230-56-00-5619	SIGNS	10,751	17,162	11,002	20,000	20,000
23-230-56-00-5632	ASPHALT PATCHING	5,264	9,715	-	10,000	10,000
23-230-56-00-5637	SIDEWALK CONSTRUCTIONS SUPPLIES	7,500	5,906	3,296	15,000	15,000
23-230-56-00-5642	STREET LIGHTING & OTHER SUPPLIES	36,975	45,677	55,077	55,000	55,000
	Total: Contractual Services	\$ 290,817	\$ 154,381	\$ 210,048	\$ 327,675	\$ 327,675
Capital Outlay						
23-230-60-00-6005	FOX HILL IMPROVEMENTS	158	135,732	-	30,000	30,000
23-230-60-00-6012	MILL ROAD IMPROVEMENTS	1,560,439	448,532	-	-	-
23-230-60-00-6016	US 34 (CENTER/ELDAMAIN RD) PROJECT	-	-	-	107,000	107,000
23-230-60-00-6025	ROAD TO BETTER ROADS PROGRAM	812,945	650,514	907,111	872,000	872,000
23-230-60-00-6028	RTBR PROGRAM - SUBDIVISION PAVING	-	-	-	3,750,000	3,750,000
23-230-60-00-6032	BRISTOL RIDGE ROAD	76,381	128,958	6,831	13,000	13,000
23-230-60-00-6034	DRAINAGE DISTRICT IMPROVEMENTS	-	-	-	275,000	275,000
23-230-60-00-6036	RAINTREE VILLAGE IMPROVEMENTS	6,355	4,377	-	-	-
23-230-60-00-6039	RTE 47 IMPROV (KENNEDY / WATER PARK WAY)	-	-	-	180,000	180,000
23-230-60-00-6040	KENNEDY ROAD (EMERALD LN / FREEDOM DR)	-	-	-	125,000	125,000
23-230-60-00-6041	SIDEWALK REPLACEMENT PROGRAM	159,960	171,753	153,100	200,000	200,000
23-230-60-00-6044	RTE 47 & RTE 71 IMPROV (RT 71 / CATON FARM)	-	-	-	90,000	90,000
23-230-60-00-6045	TREE REPLACEMENT PROGRAM	-	-	-	30,000	30,000
23-230-60-00-6058	ROUTE 71 (RTE 47 / RTE 126) PROJECT	-	-	-	26,000	26,000
23-230-60-00-6059	US 34 (IL 47/ORCHARD RD) PROJECT	-	-	99,832	-	-
23-230-60-00-6062	PRAIRIE POINTE PEDESTRIAN BRIDGE	-	-	-	50,000	50,000
23-230-60-00-6063	ROUTE 47 (RTE 30 / WATER PARK WAY)	-	-	-	150,000	150,000
23-230-60-00-6071	BASELINE ROAD IMPROVEMENTS	-	36,900	515,964	-	-
23-230-60-00-6085	CORNELLS ROAD IMPROVEMENTS	-	-	-	90,000	90,000
23-230-60-00-6087	KENNEDY ROAD (FREEDOM PLACE)	-	101,671	15,738	835,000	835,000
23-230-60-00-6088	KENNEDY ROAD NORTH	58,440	420,836	546	-	-
23-230-60-00-6089	VAN EMMON STREET IMPROVEMENTS	-	-	22,337	10,000	65,000
23-230-60-00-6094	KENNEDY ROAD BIKE TRAIL	-	31,909	-	-	-
23-230-60-00-6098	BRISTOL BAY SUBDIVISION	-	-	-	52,000	52,000
	Total: Capital Outlay	\$ 2,674,678	\$ 2,131,182	\$ 1,721,459	\$ 6,885,000	\$ 6,940,000

United City of Yorkville City-Wide Capital Fund

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CITY-WIDE CAPITAL EXPENDITURES

Account	Description	FY 2022 Actual	FY 2023 Actual	<u>Unaudited</u> FY 2024 Actual	FY 2025	FY 2025
					Adopted Budget	Amended Budget
Debt Service - 2014A Bond						
23-230-78-00-8000	PRINCIPAL PAYMENT	\$ 200,000	\$ 210,000	\$ 210,000	\$ 220,000	\$ 220,000
23-230-78-00-8050	INTEREST PAYMENT	115,338	109,338	103,038	96,738	96,738
Total:	Debt Service - 2014A Bond	\$ 315,338	\$ 319,338	\$ 313,038	\$ 316,738	\$ 316,738
Other Financing Uses						
23-230-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	\$ 384,824	\$ -	\$ -	\$ -	\$ -
23-230-99-00-9951	TRANSFER TO WATER	104,558	104,209	104,627	104,034	104,034
Total:	Other Financing Uses	\$ 489,382	\$ 104,209	\$ 104,627	\$ 104,034	\$ 104,034
Total: CITY-WIDE CAP EXPENDITURES		<u>\$ 3,770,215</u>	<u>\$ 2,709,110</u>	<u>\$ 2,349,172</u>	<u>\$ 7,633,447</u>	<u>\$ 7,688,447</u>



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2024-75

Agenda Item Summary Memo

Title: East Van Emmon Street Resurfacing - STP

Meeting and Date: City Council – September 24, 2024

Synopsis: Consideration of Resolution and Joint Agreement

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-75

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: September 6, 2024
Subject: E. Van Emmon Street Resurfacing - STP

The purpose of this memo is to provide an update on the project schedule as well as introduce copies of the required Resolution and Joint Agreement.

The general schedule associated with the construction of the project is listed below:

- Bid Letting November 8, 2024
- Construction Start May 2025
- Construction Complete July 2025

IDOT requires that a specific resolution be passed as part of projects that have Federal funding. A draft resolution is attached.

The Joint Agreement specifies the funding for the project, which is 80% Federal STP Funds (\$413,416.00) and 20% Local Funds (\$103,354.00). The funding will be for both construction and construction engineering.

If you have any further questions or need additional information, please call.

Resolution No. 2024-_____

A RESOLUTION AUTHORIZING THE CITY’S SHARE OF CONSTRUCTION & CONSTRUCTION ENGINEERING COSTS FOR THE ROADWAY IMPROVEMENT OF THE E. VAN EMMON STREET RESURFACING PROJECT

United City of Yorkville
Location: E. Van Emmon Street (FAU 2515)
Section No.: 24-00053-00-RS
Project No.: T4N9(336)
Job No.: C-93-023-25

WHEREAS, the City endeavors to improve a segment of E. Van Emmon Street from Illinois Route 47 (Bridge Street) to East City Limits that is approximately 0.50 miles in length and known to the Illinois Department of Transportation as Section Number 24-00053-00-RS and State Job Number C-93-023-25.

WHEREAS, the cost of said improvement has necessitated the need for the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (“AGREEMENT”) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the United City of Yorkville authorizes one hundred three thousand three hundred fifty four and 00/100, (\$103,354.00), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 24-00053-00-RS.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

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

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
United City of Yorkville		Kendall	24-00053-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAQ	09-22-0048

Construction

State Job Number	Project Number
C9302325	T4N9(336)

- Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
E Van Emmon Street	FAU 2515	0.50 mile	00.00	00.50

Location Termini
Illinois Route 47 to east City Limits

Current Jurisdiction	Existing Structure Number(s)	Remove
Yorkville	N/A	

PROJECT DESCRIPTION

<p>This project consists of milling the existing HMA and placing a 3" overlay, along with partial depth patching, intermittent sidewalk replacement, installation of ADA ramps, intermittent curb and gutter replacements, and final striping.</p>
--

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
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mmission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are

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ed within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is

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quired to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Purcell

Title of Official

Mayor

Signature

[Signature Box]

Date

[Date Box]

The above signature certifies the agency's TIN number is

366006169 conducting business as a Governmental Entity.

DUNS Number 112382973

UEI E646HGMGZF83

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature Box]

Date

[Date Box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature Box]

Date

[Date Box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature Box]

Date

[Date Box]

Michael Prater, Chief Counsel

[Signature Box]

Date

[Date Box]

Vicki Wilson, Chief Fiscal Officer

[Signature Box]

Date

[Date Box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	Kendall		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Steve Chery
 Digitally signed by Steve Chery
 Date: 2024.07.25 11:40:50
 -05'00'

Central Office Review Signature & Date

Teresa Cline
 Digitally signed by Teresa Cline
 Date: 2024.08.02 07:48:38
 -05'00'

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did United City of Yorkville LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the United City of Yorkville LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current United City of Yorkville LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the United City of Yorkville LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

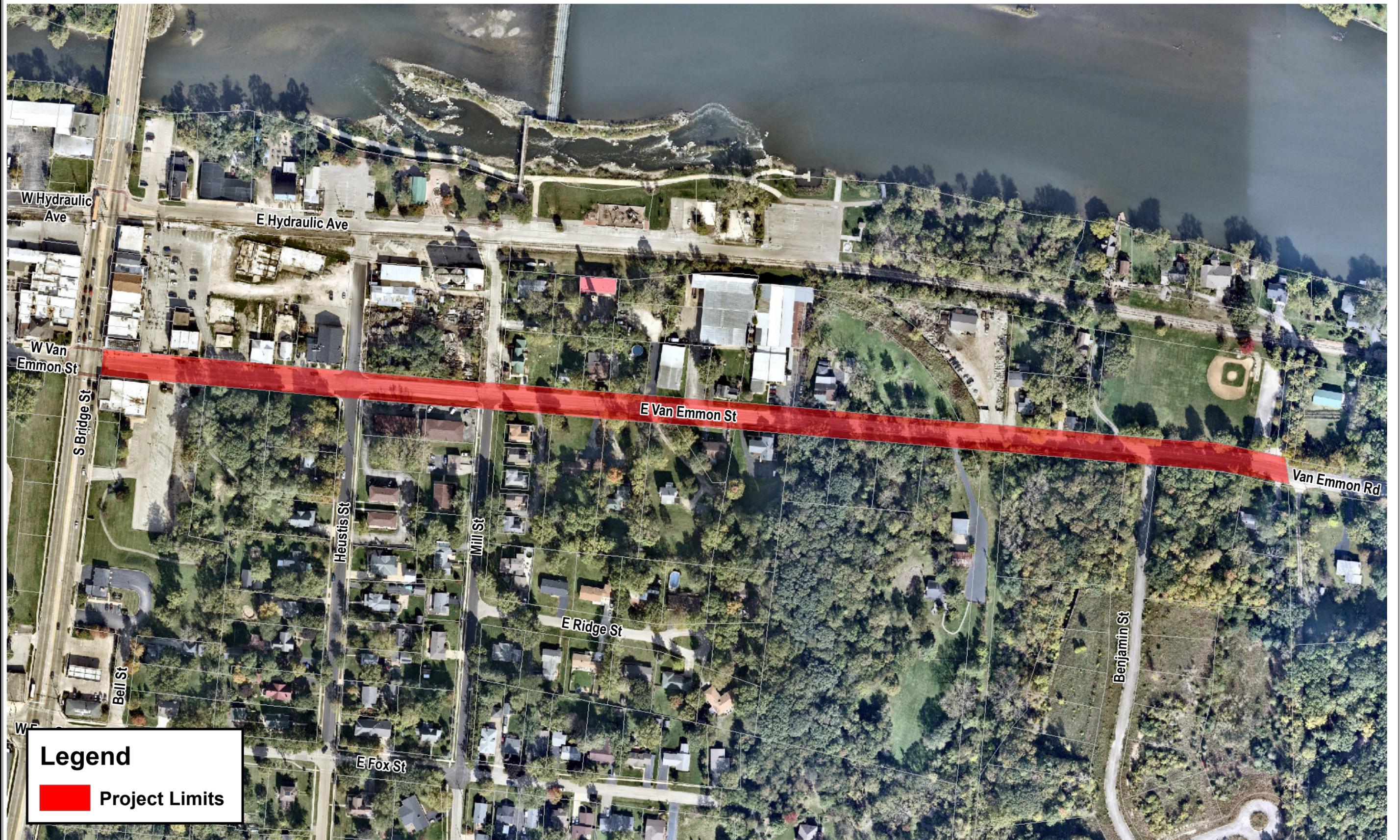
b. For the current fiscal year, does the United City of Yorkville LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Rob Fredrickson	Finance Director	United City of Yorkville

Signature & Date
 7/24/2024



Legend

 Project Limits

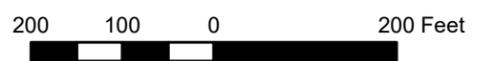
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350
 www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: FEBRUARY 2022
 PROJECT NO.: YQ2204
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022\
 FILE: YQ2204 VanEmmon Street Location Map



**E. VAN EMMON STREET
 LOCATION MAP**





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2024-78

Agenda Item Summary Memo

Title: Timber Ridge Estates – Grace Community Church Water Main Easements

Meeting and Date: City Council – September 24, 2024

Synopsis: Please see the attached.

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-78

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson
Name

Engineering
Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: August 30, 2024
Subject: Timber Ridge Estates – Water Main Easement

Attached are easement documents necessary for the construction of the off-site water main for the Timber Ridge Estates development. We recommend that the City consider approving and accepting the easement.

If you have any questions, let me know.

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF CERTAIN EASEMENTS FOR THE EXTENSION OF A WATER MAIN

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, Rally Homes, LLC, an Illinois limited liability company (the “*Developer*”), submitted a proposal to the City to construct eighty-three (83) single family homes (the “*Development*”) on fifty acres located at Van Emmon Road and Timber Oak Lane (the “*Subject Property*”); and

WHEREAS, as a part of the Developer’s proposal, the Developer agreed to be responsible for all costs incurred for engineering, acquisition of the temporary and permanent easements and construction for the extension of water services to the Subject Property; and

WHEREAS, on January 25, 2022, the City and the Developer entered into a Development Agreement which provided, among other things, for the construction of the extension of the water main (the “*Water Main Extension*”) to the Subject Property, which Development Agreement was amended on September 10, 2024, to require the Developer to acquire the necessary easements from the adjoining property owners as required to construct the Water Main Extension; and

WHEREAS, Grace Community Church of Yorkville, one of the adjoining property owners is prepared to convey to the City a temporary construction easement and a permanent easement (collectively the “*Easements*”), in the forms attached hereto, on the condition that the City requires the Developer to restore its property required for the Water Main Extension to its condition prior to such construction and that the City agrees to provide one water connection to the Grace Community Church of Yorkville at no cost; and

WHEREAS, the Developer, Grace Community Church and the City believe it to be in the best interest of the City to accept the Easements and to grant Grace Community Church of Yorkville one free connection to the City’s water service all as hereto 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 August 13, 2024, from Grace Community Church of Yorkville, as Grantor, said easement being located within Parcel No. 05-04-103-004.
2. Temporary Construction Easement dated August 13, 2024, from Grace Community Church of Yorkville, as Grantor, said easement being located within Parcel No. 05-04-103-004.

Section 3. The City Council hereby authorizes, for a term of twenty (20) years from the date of the approval of this Ordinance, one (1) free residential water connection or one (1) free non-residential water connection for up to two (2) inches to the City’s water service to serve the property owned by Grace Community Church of Yorkville and identified by Parcel No. 05-04-103-004.

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

PERMANENT EASEMENT

Grace Community Church of Yorkville, an Illinois not-for-profit corporation (the "Grantor"), for and in consideration of \$5,000.00 Five Thousand Dollars and no cents), receipt of which is hereby acknowledged, represents and warrants 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 (the "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.

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.

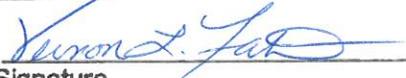
Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above conveyance and acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor 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 August, 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 13th day of August, 2024.

By: 
Signature

Vernon L. Fortina
Printed Name

By: 
Signature

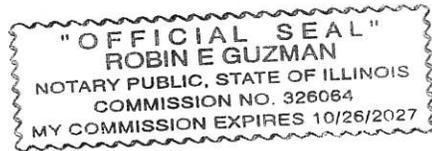
Ted Schneller
Printed Name

State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Vernon L. Fatima, 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 August, 2024.

Robin E. Guzman
Notary Public

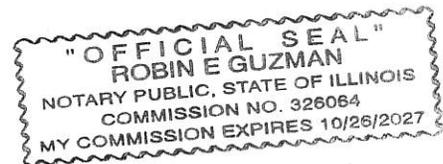


State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Ted Schneller, 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 August, 2024.

Robin E. Guzman
Notary Public



This instrument was prepared by:

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

Owner Grace Community Church of Yorkville (formerly The Yorkville Baptist Church)
Address 1108 Mill Street
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-103-004

TEMPORARY CONSTRUCTION EASEMENT

Grace Community Church of Yorkville, an Illinois not-for-profit corporation (the "Grantor"), for and in consideration of \$5,000.00 (Five thousand dollars and no cents), receipt of which is hereby acknowledged and 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 water main and appurtenances thereto (the "Project"), on, over, and through the real estate legally described on Exhibit A attached hereto (the "Easement Site").

The right, easement, and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the Project, whichever is the sooner. The surface of the Easement Site shall be restored at grade at its current grade within a reasonable time allowing for settling after completion of Grantee's Utility Extension.

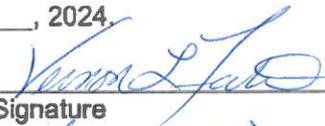
Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described. Rally Homes ("Developer"), or Developer's Subcontractor shall provide a Certificate of Insurance naming the Church as a party insured

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.

The Developer shall hold Grantor and its Officers and Church Representatives harmless from any claim or action made as a result of work performed on behalf of Grantee or Its Agents on the Easement Site.

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 August, 2024.

By: 
Signature
Vernon L. Fatima
Printed Name

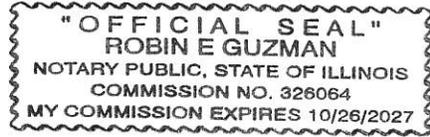
By: [Signature]
Signature
Ted Schneller
Printed Name

State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Vernon L. Fatima, 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 August, 2024.

[Signature]
Notary Public



State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Ted Schneller, 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 August, 2024.

[Signature]
Notary Public



This instrument was prepared by:

“”

After recording, return to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

Owner Grace Community Church of Yorkville (formerly Yorkville Baptist Church)
Address 1108 Mill Street
 Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-103-004



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2024-80

Agenda Item Summary Memo

Title: Construction Engineering Change Order – Faxon Road

Meeting and Date: City Council – September 24, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-80

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 12, 2024
Subject: Construction engineering change order – Faxon Road

Summary

Consideration of a change order covering construction engineering services on the City's upcoming Faxon Road repaving project.

Background

This item was last discussed by the City Council in July, when the City Council approved a settlement agreement with TRG covering the Whispering Meadows subdivision, and in May, when the City Council approved a construction engineering agreement with EEI for the 2024 road paving program. Since approval of the TRG settlement agreement, the City has waited for receipt of funds from TRG to complete the Faxon Road repaving work, which is required to be complete by November 1, 2024 per the settlement agreement. TRG has indicated they will be issuing the City the settlement funds by the middle of next week, and has asked us to proceed forward with the work. The City Council has already approved a quote for the paving work contingent upon receipt of the settlement funds. We have notified the contractor of our intent to complete the work in the near future. Accordingly, EEI has submitted a proposal for construction engineering for the Faxon Road repaving.

The EEI proposal for construction engineering is for an estimated value of \$43,798, to be processed as a change order on top of the previous 2024 road program construction engineering contract with EEI for \$239,982. The construction engineering contract will be billed out on an hourly basis. While these project expenses are not budgeted, the costs will be covered by the TRG settlement agreement funds and do not require a FY 25 budget amendment.

Recommendation

Staff recommends approval of the change order covering construction engineering services on the City's upcoming Faxon Road repaving project.



Engineering Enterprises, Inc.

CHANGE ORDER



To: Bart Olson
 City Administrator
 United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, IL 60560

Change Order Number: 1
 Change Order Date: 9/24/24

Project Name: 2024 Local Road Program
 Project Number: YO2408-P

Description of Work / Scope Change / Reason for Change

The City is receiving funds to complete the improvements on Faxon Road from High Ridge Lane to Twinleaf Trail. The location of additional improvements is shown in Attachment A. This additional scope requires additional construction observation and construction layout. Please find attached a level of effort (Attachment B), and the amounts are summarized below:

Construction Engineering (Hourly) = \$ 40,128.00
 Direct Expenses (Actual Basis) = \$ 3,670.00
Total Value of Change (Amount) = \$ 43,798.00

Original Contract Sum	\$	239,982.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	239,982.00
Sum of this Change Order	\$	43,798.00
New Contract Sum	\$	283,780.00

Authorized by:
 Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:

By: _____

By: _____

Date: _____

Date: _____



LEGEND

 Remove 4.5", Pave 4.5" Binder & 1.5" Surface

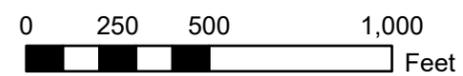
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

NO.	DATE	REVISIONS

DATE: June 2024
 PROJECT NO.: YO2408
 BY: KJD
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\1
 FILE: YO2408_Whispering_Meadows_Paving_MXD



**Whispering Meadows
 Remaining Paving**



ATTACHMENT B: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2408-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Local Road Program - Construction Engineering - Change Order #1 (Faxon Road Addition)		9/10/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$186	\$168	\$175	\$164	\$72		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		1	8	4					13	\$ 2,670
3.2	Construction Layout			2	8					10	\$ 1,908
3.3	Observation and Documentation		1	8	180				2	191	\$ 35,550
Insert Task Subtotal:			2	18	192	-	-	-	2	214	\$ 40,128
PROJECT TOTAL:			2	18	192	-	-	-	2	214	40,128

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 SPE 1 Senior Project Engineer I
 PE Project Engineer
 SPT 2 Senior Project Technician II
 SPT 1 Senior Project Technician II
 ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Scanning =	\$	-
Rubino (Material Testing) =	\$	2,500
Vehicle Charges (\$65/day) =	\$	1,170
DIRECT EXPENSES =	\$	3,670

LABOR SUMMARY

EEI Labor Expenses =	\$	40,128
TOTAL LABOR EXPENSES	\$	40,128

TOTAL COSTS \$ 43,798



**2024 Local Road Program
United City of Yorkville
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$239,982 The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property

of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in

accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to

be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2024 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

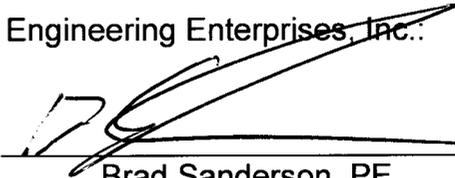
Agreed to this 31st day of May, 2024.

United City of Yorkville:

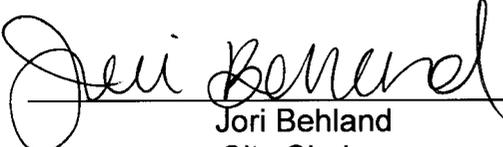


John Purcell
Mayor

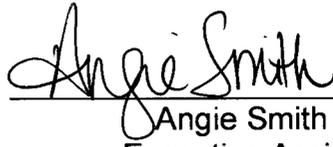
Engineering Enterprises, Inc.:



Brad Sanderson, PE
Chief Operating Officer / President



Jori Behland
City Clerk



Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of

profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**2024 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING:

- Attend the Pre-Construction Meeting with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the Contractor when questions arise during construction
- Prepare/verify pay estimates
- Gather invoices and waivers of lien from the Contractor
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activity with City weekly or as required based on on-site activities
- Prepare necessary closeout paperwork

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2408-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Local Road Program - Construction Engineering		5/13/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$200	\$168	\$175	\$164	\$72		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		2	26	6	6			2	42	\$ 8,304
3.2	Construction Layout			6	24	24				54	\$ 10,092
3.3	Observation and Documentation		2	28	540	540			2	1,112	\$ 205,236
Insert Task Subtotal:			4	60	570	570	-	-	4	1,208	\$ 223,632
PROJECT TOTAL:			4	60	570	570	-	-	4	1,208	223,632

EEL STAFF

- PIC Principal In Charge
- PM Project Manager
- SPE 1 Senior Project Engineer I
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ADMIN Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 8,550
Vehicle Charges (\$65/day) =	\$ 7,800
DIRECT EXPENSES =	\$ 16,350

LABOR SUMMARY	
EEL Labor Expenses =	\$ 223,632
TOTAL LABOR EXPENSES	\$ 223,632

TOTAL COSTS	\$ 239,982
--------------------	-------------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER					
United City of Yorkville		YO2408-P					
PROJECT TITLE		DATE			PREPARED BY		
2024 Local Road Program - Construction Engineering		5/13/24			CJO		
TASK NO.	TASK DESCRIPTION	2024					
		JUN	JUL	AUG	SEP	OCT	NOV
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





Engineering Enterprises, Inc.

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #8

Tracking Number

ADM 2024-32

Agenda Item Summary Memo

Title: Treasurer’s Report for August 2024

Meeting and Date: City Council – September 24, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 9/18/24 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-32

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson
Name

Finance
Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ended August 31, 2024

Cash Basis

	(Unaudited) Beginning Fund Balance	August Revenues	YTD Revenues	Revenue Budget	% of Budget	August Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 11,317,510	\$ 2,086,341	\$ 9,307,544	\$ 24,269,791	38%	\$ 2,004,205	\$ 7,152,264	\$ 24,269,791	29%	\$ 13,472,791
Special Revenue Funds										
15 - Motor Fuel Tax	350,976	85,781	483,659	1,067,562	45%	-	282,279	1,190,000	24%	552,356
79 - Parks and Recreation	496,531	252,622	1,304,489	3,365,647	39%	365,705	1,334,466	3,854,403	35%	466,555
87 - Countryside TIF	(1,175,726)	-	41,139	232,465	18%	1,397	46,631	225,781	21%	(1,181,218)
88 - Downtown TIF	(1,570,511)	14,110	154,128	304,494	51%	4,548	23,452	923,967	3%	(1,439,835)
89 - Downtown TIF II	216,129	3,791	121,775	149,102	82%	138	151,114	172,000	88%	186,790
11 - Fox Hill SSA	50,776	272	13,032	24,000	54%	1,323	4,219	60,640	7%	59,590
12 - Sunflower SSA	13,131	90	10,859	21,000	52%	1,250	3,890	23,640	16%	20,100
Capital Project Funds										
25 - Vehicle & Equipment	1,581,655	369,386	786,106	1,668,774	47%	198,264	1,271,486	3,326,455	38%	1,096,276
23 - City-Wide Capital	5,788,455	213,535	524,321	3,029,985	17%	90,820	340,760	7,633,447	4%	5,972,016
24 - Buildings & Grounds	2,405,631	73,346	280,967	43,388,158	1%	166,522	406,695	11,337,961	4%	2,279,903
Enterprise Funds										
* 51 - Water	8,928,863	1,373,906	3,225,799	48,154,287	7%	5,505,204	6,840,106	40,206,233	17%	5,314,556
* 52 - Sewer	3,778,857	405,480	1,051,861	5,470,606	19%	93,158	323,535	6,363,532	5%	4,507,183
Library Funds										
82 - Library Operations	882,883	69,269	1,130,270	1,962,584	58%	93,128	325,235	1,995,272	16%	1,687,918
84 - Library Capital	333,847	6,533	33,155	50,200	66%	5,345	5,345	549,000	1%	361,657
Total Funds	\$ 33,399,007	\$ 4,954,464	\$ 18,469,104	\$ 133,158,655	14%	\$ 8,531,007	\$ 18,511,474	\$ 102,132,122	18%	\$ 33,356,637

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

 Rob Fredrickson, Finance Director/Treasurer



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-74

Agenda Item Summary Memo

Title: 2024 ITEP Resolution of Support for the East Hydraulic Avenue Streetscape Project

Meeting and Date: City Council – September 24, 2024

Synopsis: Please see the attached.

Council Action Previously Taken:

Date of Action: CC – 9/10/24

Action Taken: This agenda item was presented to City Council for feedback.

Item Number: CC 2024-72

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 24, 2024
Subject: 2024 ITEP Resolution of Support

Overview

The Illinois Transportation Enhancement Program (ITEP) is a competitive grant reimbursement program. IDOT's next ITEP application period ends on September 30, 2024.

The Resolution of Support is attached for your use. It asks the City commit to pay up to 20% of the required local match to complete the design, construction and construction engineering of the project. Up to 50% is required of the street lighting and the City will be responsible for all ineligible costs of the project. The City is applying for \$3,000,000, which is the maximum per project in federal ITEP funds. The below project is estimated to be \$4,310,300, as you can see in the included detailed budget. The City would be investing approximately \$1,310,300 in matching funds, if the grant was awarded. Per the Finance Director, the General Fund currently has enough funds to provide the match. If the grant is awarded, staff would recommend a budget amendment, at time of implementation.

East Hydraulic Avenue Streetscape Project

Creation of a one-way street with the development of a multi-use path along East Hydraulic and a sidewalk along Mill Street and Heustis Street from East Hydraulic south to East Van Emmon Street.

Project Perimeters (Logical Termini):

Beginning at the corner of IL Route 47 east approximately 500 feet to the connection of the current multi-use path. An addition of sidewalk along Mill Street and Heustis Street from East Hydraulic Avenue south to East Van Emmon Street.

Brief Description:

As you can see in the detailed exhibit, the streetscape in the downtown beautifies and improves the visual character of the corridor and downtown, simplifies maintenance and contributes to an overall sense of place for Yorkville. Creating a one-way street will aid in traffic flow and will allow increased use of the river front area when events take place. The one-way street will include a pedestrian/bike component, a multi-use path will be built on the north side of East Hydraulic Avenue. This will increase safety by drawing pedestrians/bicyclists away from the train tracks. Staff is proposing hardscape between East Hydraulic Avenue and the railroad tracks by installing a fence barrier with landscaping elements. This application will include funds for bike racks, in the nearby park and potential future festival area. Staff is proposing removable bollards to prohibit traffic during festival times. This will create a safe atmosphere by allowing pedestrian and bicyclists to enjoy the area and flow through without the worry of vehicular traffic. During the September 10th City Council meeting Alderman Chris Funkhouser brought design ideas to the Council from other cities with a railroad traversing a street similar to East Hydraulic. Staff will take those design ideas into account, if the grant is secured and when design is underway.

Staff is currently procuring letters of support of this project from the downtown businesses, elected officials in the area as well as from Omnitrax, IDOT and CMAP.

Timeline:

The resolution and letters of support will be necessary to include in the application documents that are due on September 30, 2024.

Recommendation

Staff would like to request City Council approval on the Resolution of Support for the East Hydraulic Avenue Streetscape Project.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR STREETScape IMPROVEMENTS INCLUDING BICYCLE AND PEDESTRIAN IMPROVEMENTS ON EAST HYDRUALIC AVENUE, MILL STREET AND HEUSTIS STREET

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 desires to participate in the construction of streetscape improvements including construction of bicycle and pedestrian facilities on East Hydraulic Avenue between Illinois Route 47 and 500 feet east of Mill Street and pedestrian sidewalks along Heustis Street and Mill Street between East Hydraulic Avenue and East Van Emmon Street; and

WHEREAS, the City has participated in the Downtown DYNAMIC Plan, and has determined that the Project is consistent with the strategic priorities identified in the plan; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of eligible preliminary engineering, design, construction, and construction engineering and 50% of street lighting of the proposed improvements with the remaining costs and ineligibles to be paid for with local funds; and

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. The City does hereby commit to paying up to 20% required local match to complete the design, construction, and construction engineering and up to 50% required local match for street lighting, and all eligible costs associated with the Project.

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 _____

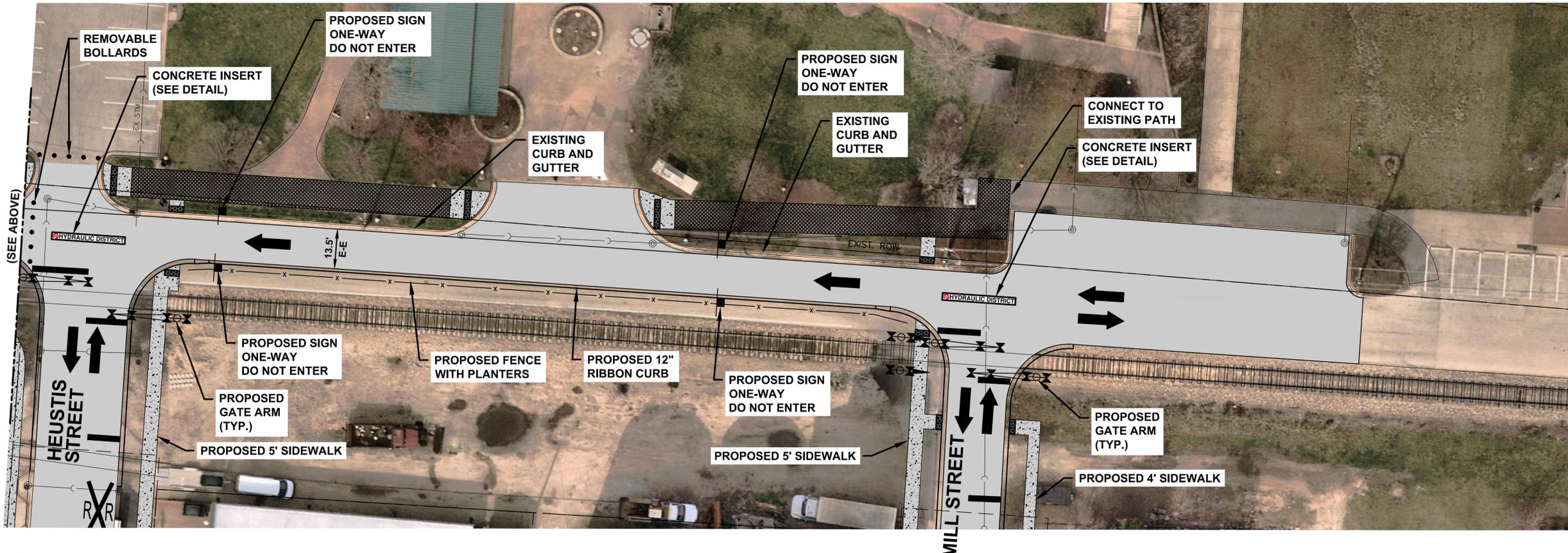
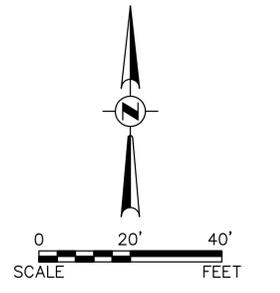
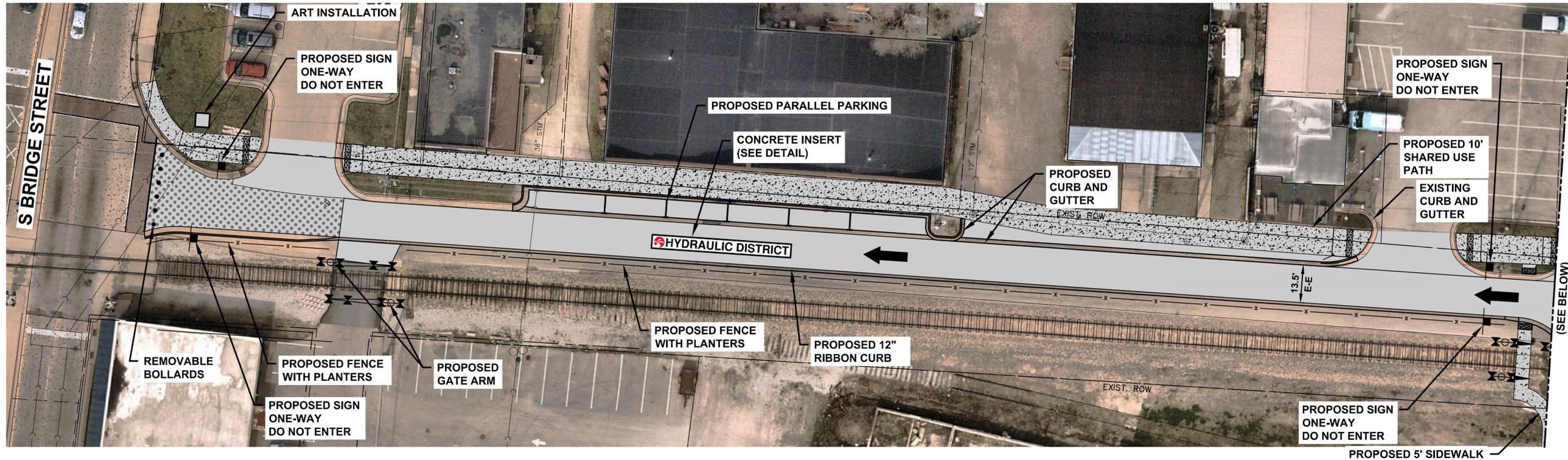
RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK



LEGEND

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- HOT-MIX ASPHALT SHARED USE PATH

SCALE:
 HORIZONTAL 1" = 20'
 VERTICAL 1" = 5'

Plotted: September 5, 2024 @ 10:36 AM By: Jim Schmidt - Tab: Hydraulic Ave - 22x34
 COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

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

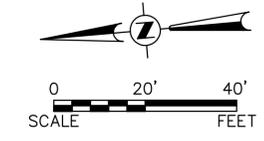
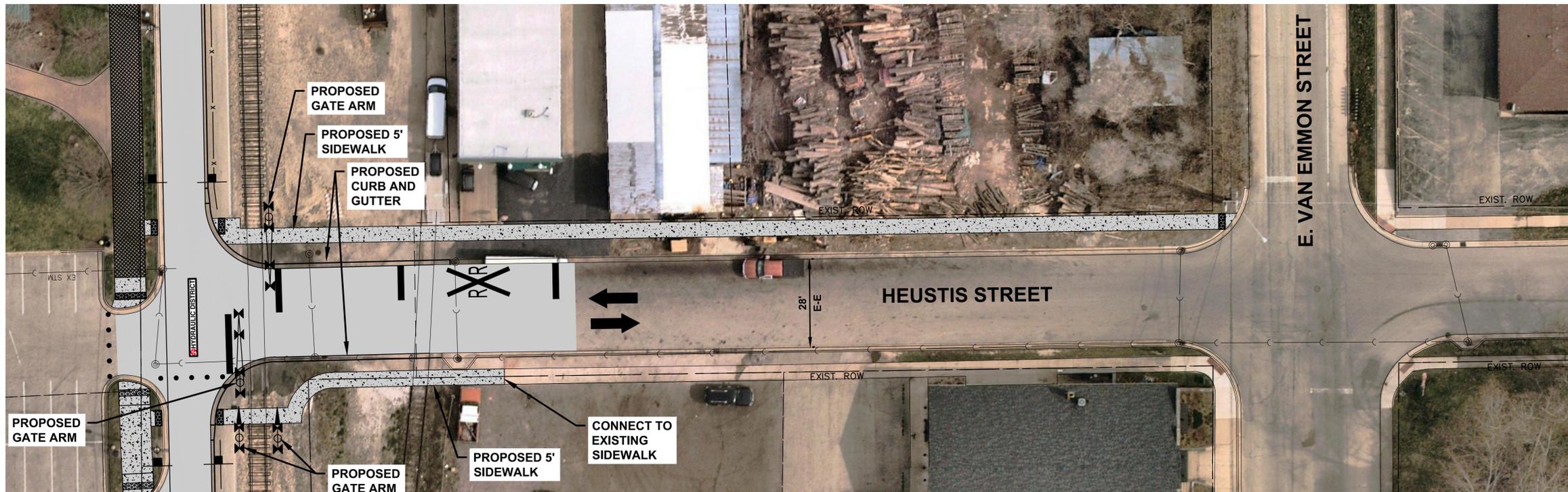
UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS
 YORKVILLE, IL 60560

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NO.	DATE	REVISIONS

ITEP APPLICATION

HYDRAULIC AVENUE IMPROVEMENTS

DATE: SEPTEMBER 2024
 PROJECT NO: Y02447
 FILE: Y02447-PLAN
 SHEET **1** OF **2**



LEGEND

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- HOT-MIX ASPHALT SHARED USE PATH



HYDRAULIC DISTRICT

CONCRETE INSERT DETAIL

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

Plotted: September 5, 2024 @ 9:54 AM By: Jim_Schmidt - Tab: Heustis&Mill_Street - 22x34

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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
YORKVILLE, IL 60560

0 1
Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

NO.	DATE	REVISIONS

ITEP APPLICATION

**HEUSTIS STREET AND MILL STREET
IMPROVEMENTS**

DATE: SEPTEMBER 2024
PROJECT NO: Y02447
FILE: Y02447-PLAN
SHEET 2 OF 2

PATH: \\S:\PROJ\Y02447\Y02447-DWG\FINAL_ENG\Y02447-PLAN

PRELIMINARY COST ESTIMATE



JOB NO:	YO2447-C
DESIGNED:	CJO
DATE:	September 4, 2024
PROJECT TITLE:	Hydraulic Avenue Improvements - ITEP Application

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CU YD	1,500	\$ 45.00	\$ 67,500.00
2	PERIMETER EROSION BARRIER	FOOT	1,830	\$ 4.00	\$ 7,320.00
3	INLET FILTERS	EACH	18	\$ 200.00	\$ 3,600.00
4	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	3,040	\$ 25.00	\$ 76,000.00
5	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	1,170	\$ 15.00	\$ 17,550.00
6	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	290	\$ 20.00	\$ 5,800.00
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	5,940	\$ 0.25	\$ 1,485.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 0.10	\$ 60.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	610	\$ 95.00	\$ 57,950.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	310	\$ 110.00	\$ 34,100.00
11	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ YD	190	\$ 125.00	\$ 23,750.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SQ FT	9,550	\$ 10.00	\$ 95,500.00
13	DETECTABLE WARNINGS	SQ FT	200	\$ 40.00	\$ 8,000.00
14	PAVEMENT REMOVAL	SQ YD	3,900	\$ 12.00	\$ 46,800.00
15	COMBINATION CURB AND GUTTER REMOVAL	FOOT	657	\$ 6.00	\$ 3,942.00
16	SIDEWALK REMOVAL	SQ FT	6,450	\$ 2.00	\$ 12,900.00
17	DRAINAGE IMPROVEMENTS	L SUM	1	\$ 50,000.00	\$ 50,000.00
18	MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	9	\$ 1,500.00	\$ 13,500.00
19	INLETS TO BE ADJUSTED WITH NEW FRAME AND GRATE	EACH	9	\$ 1,000.00	\$ 9,000.00
20	SANITARY MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	2	\$ 2,500.00	\$ 5,000.00
21	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 500.00	\$ 500.00
22	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,367	\$ 40.00	\$ 54,680.00
23	CONCRETE RIBBON CURB	FOOT	720	\$ 35.00	\$ 25,200.00
24	NON-SPECIAL WASTE DISPOSAL	CU YD	750	\$ 100.00	\$ 75,000.00
25	REGULATED SUBSTANCE PRE-CONSTRUCTION PLAN	EACH	1	\$ 3,000.00	\$ 3,000.00
26	SOIL DISPOSAL ANALYSIS	EACH	2	\$ 1,500.00	\$ 3,000.00
27	REGULATED SUBSTANCES MONITORING	CAL DAY	20	\$ 1,000.00	\$ 20,000.00
28	REGULATED SUBSTANCE FINAL CONSTRUCTION REPORT	EACH	1	\$ 2,000.00	\$ 2,000.00
29	MOBILIZATION	L SUM	1	\$ 100,000.00	\$ 100,000.00
30	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 50,000.00	\$ 50,000.00
31	CHANGEABLE MESSAGE SIGN	CAL DAY	120	\$ 75.00	\$ 9,000.00
32	ROADWAY SIGNAGE	L SUM	1	\$ 7,500.00	\$ 7,500.00
33	PAVEMENT STRIPING	L SUM	1	\$ 7,500.00	\$ 7,500.00
34	DECORATIVE STREET LIGHTS (INCLUDES FOUNDATION, CONDUIT AND WIRE)	EACH	10	\$ 21,000.00	\$ 210,000.00
35	LIGHTING CONTROLLER, COMPLETE	EACH	1	\$ 25,000.00	\$ 25,000.00
36	HOT-MIX ASPHALT SHARED USE PATH	TON	50	\$ 200.00	\$ 10,000.00
37	HOT-MIX ASPHALT DRIVEWAY, 3"	SQ YD	210	\$ 40.00	\$ 8,400.00
38	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 5,000.00	\$ 5,000.00
39	RAILROAD FLAGGERS	CAL DAY	25	\$ 1,500.00	\$ 37,500.00
40	RAILROAD CROSSING IMPROVEMENTS (INCLUDES GATES AND PCC CROSSING)	EACH	3	\$ 300,000.00	\$ 900,000.00
41	RESTORATION	SQ YD	1,920	\$ 15.00	\$ 28,800.00
42	LANDSCAPE IMPROVEMENTS	L SUM	1	\$ 50,000.00	\$ 50,000.00
43	ART INSTALLATION	L SUM	1	\$ 25,000.00	\$ 25,000.00
44	CONCRETE INSERTS	L SUM	1	\$ 80,000.00	\$ 80,000.00
45	REMOVABLE BOLLARS	L SUM	1	\$ 7,500.00	\$ 7,500.00
46	DECORATIVE FENCE INSTALLATION	FOOT	695	\$ 100.00	\$ 69,500.00

SUBTOTAL	\$	2,353,837.00
CONTINGENCY (25%)	\$	589,000.00
PRELIMINARY TOTAL W/ CONTINGENCY	\$	2,942,837.00
PRELIMINARY TOTAL W/ CONTINGENCY & INFLATION (4%) (2028)	\$	3,310,300.00
PHASE I ENGINEERING	\$	270,000.00
PHASE II ENGINEERING	\$	330,000.00
PHASE III ENGINEERING	\$	400,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	4,310,300.00





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-75

Agenda Item Summary Memo

Title: Lake Michigan Second Escrow Agreement Amendment

Meeting and Date: City Council – September 24, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 3/12/24 Action Taken: Resolution was passed and the second escrow IGA was approved.

Item Number: CC 2024-18

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 18, 2024
Subject: Amendment to second escrow agreement with DuPage Water Commission

Summary

Consideration of an amendment to the intergovernmental agreement with the DuPage Water Commission (DWC) covering the escrow payments for design engineering costs for the Lake Michigan water source project.

Background

This item was last discussed by the City Council in March 2024, when the City Council approved an intergovernmental agreement for detailed design engineering costs for the second phase of the Lake Michigan water source project. Since that approval, DWC has been designing the transmission mains and working to acquire easements along the project location. As part of this design work, DWC has engaged with IDOT to complete a small section of the transmission main along Route 71 between Yorkville and Oswego. IDOT is in the process of expanding Route 71 in this area, and they are moving utilities and infrastructure in the immediate area. The DWC design engineering team determined that a materials upgrade at a cost of around \$90k to the IDOT storm sewer in the area would allow DWC to locate its planned transmission main near the storm sewer and would avoid DWC having to rip out this IDOT improvement in a few years. This all results in a gross cost savings for DWC (and the three Waterlink Communities) of around \$300k.

The current second escrow agreement covers only engineering costs, and so we have to add construction cost eligibility to the escrow agreement in order for DWC to properly authorize the work and utilize Yorkville's escrowed funds. By approving the amended escrow agreement, the City is not required to deposit any additional funds. Deposited funds and project costs will be reconciled by DWC at a later date, and the escrow agreement already covers replenishment procedures if needed.

Recommendation

Staff recommends approval of the amendment to the intergovernmental agreement with the DuPage Water Commission (DWC) covering the escrow payments for design engineering costs for the Lake Michigan water source project.

RESOLUTION AUTHORIZING AN AMENDMENT TO THE SECOND ESCROW INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO, THE VILLAGE OF MONTGOMERY AND THE DUPAGE WATER COMMISSION

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego ("*Oswego*") and the Village of Montgomery ("*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 DuPage Water Commission (the "*Commission*") is a county water commission and public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*; and

WHEREAS, on March 12, 2024, the City Council of the United City of Yorkville approved Resolution No. CC-2024-17, authorizing the execution of a second escrow intergovernmental agreement between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission (the "*Parties*") related to Phase 2 engineering services; and

WHEREAS, the Illinois Department of Transportation ("*IDOT*") is planning to construct storm sewer work along the future water transmission main route along Illinois Route 71 for the Parties' future connection to Lake Michigan water; and

WHEREAS, instead of installing reinforced concrete pipe storm sewer in the areas as planned, IDOT has agreed to install water main quality piping for the storm sewer, which would allow the Parties to locate their water transmission main in close proximity to IDOT’s storm sewer per the Illinois Environmental Protection Agency’s (“*IEPA*”) separation requirements; and

WHEREAS, installation of water main quality piping for the storm sewer would cause IDOT to incur an additional \$90,000 in change orders on the planned sewer work; and

WHEREAS, by paying \$90,000 for the IDOT change orders, the Parties have the ability to install the water transmission main near IDOT’s storm sewer, and the Parties would not be required to undo and reinstall IDOT’s storm sewers, causing an estimated saving upwards of \$300,000; and

WHEREAS, while the account established under the second escrow intergovernmental agreement has funds available to pay for the change order, the agreement does not specifically include the ability to pay for construction costs out of the account; and

WHEREAS, the Parties deem it to be in their best interests to amend the second escrow intergovernmental agreement to allow the escrow funds to pay for the IDOT change order.

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. *An Amendment to the Second Escrow Intergovernmental Agreement*, in the form attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

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

AMENDMENT TO THE SECOND ESCROW INTERGOVERNMENTAL AGREEMENT

This Amendment to the Second Escrow Intergovernmental Agreement (the “Amendment”) is dated the 19th day of September, 2024 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”), and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery, and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, on March 24, 2024, the Commission and the Municipalities entered into the Second Escrow Intergovernmental Agreement (the “IGA”) for the purpose of funding an escrow for Phase 2 engineering services (the “Escrow”); and

WHEREAS, the Commission and the Municipalities are negotiating and intend to enter into a Water Purchase and Sale Contract (the “Water Purchase Agreement”) for the supply of Lake Michigan Water to the Municipalities; and

WHEREAS, as of the date of this amendment the Escrow maintains a sufficient balance and is not expected to need to be replenished before the execution of the Water Purchase Agreement; and

WHEREAS, the Commission is in the process of entering into a Funding Resolution and Letter of Intent (the “Resolution and LOI”) with the Illinois Department of Transportation (“IDOT”) for the modification of an IDOT project entitled IL Route 71 Gravity Storm Sewer Replacement to include a water quality pipe (the “IDOT Project”); and

WHEREAS, the IDOT Project impacts the design and construction of the project to build a connection between the Municipalities and the DWC facilities; and

WHEREAS, the Water Purchase Agreement will not be finalized before the Commission needs to enter into the Resolution and LOI; and

WHEREAS, the IDOT Project will save the Municipalities significant engineering and construction costs as it relates to IEPA and Illinois Pollution Control Board requirements of minimal separation of non-potable water systems from potable water systems; and

WHEREAS, the IGA does not specifically include the ability to pay for construction costs out of the Escrow; and

WHEREAS, the parties deem it to be in their best interests to amend the IGA for Phase 2 engineering services to include the funding of the IDOT Project and allow the Escrow funds to pay for the Phase 2 engineering services, including the IDOT Project.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IGA is hereby amended as follows:

1. The recitals contained in the Preamble above will become a part of this Amendment to the Second Escrow Agreement as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall their respective meanings in the IGA.

3. Section 3 of the IGA is hereby amended to state as follows:

The Commission will establish a segregated Escrow Account for the sole purpose of funding Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses along with the costs expended for the Project. Any remaining funds from the First Escrow Agreement will remain in the account and can be utilized for Phase 2 activities.

4. Except as expressly amended by this Amendment, the remaining terms, covenants, conditions, and provisions of the IGA shall remain unchanged and in full force and effect, and this Amendment and the IGA shall constitute the full, true, and complete agreement between the parties.

5. This Amendment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

6. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Amendment shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Amendment, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Amendment in the presence of the other parties to this Amendment.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-18

Agenda Item Summary Memo

Title: Lake Michigan Phase 2 Engineering Escrow Agreement

Meeting and Date: City Council – March 12, 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 Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 7, 2024
Subject: Lake Michigan Phase 2 Engineering Escrow Agreement

Summary

Consideration of an intergovernmental agreement for detailed design engineering costs for the second phase of the Lake Michigan water source project.

Background

This item was last discussed by the City Council in June 2023, when the City Council approved an intergovernmental agreement between Oswego, Montgomery, DuPage Water Commission (DWC) and Yorkville that covers municipal coverage of phase 1 and phase 2 engineering costs of the Lake Michigan water supply project. In general, the City's coverage of phase 1 and partial phase 2 design engineering costs totaled \$1.4m spread out over three deposits in 2023. Since then, phase 1 engineering is wrapping up and DWC has received a proposal for phase 2 engineering costs (attached) from their current engineering consultants (LAN – Lockwood, Andrews, and Newnam, Inc.) in an amount of ~\$20m. DWC is asking the three Waterlink communities to approve the attached intergovernmental agreement and make the first deposit prior to expected DWC board approval of the engineering contract on March 21st.

The agreement structures our deposits as: \$2,588,000 on or before March 21st; \$1,844,000 on or before September 1, and \$2,220,300 on or before Jan 1, 2025. The agreement provides for equal shares between each town, with the intent that when we finalize an overall project cost share, we will reconcile these engineering costs at that time. Additionally, DWC has opined that they expect the phase 1 engineering costs to come in \$400,000 below budget. When the final phase 1 payments are made, any leftover funds will be carried forward to the phase 2 engineering process and credits will be issued against future deposits.

Yorkville's cost for this engineering agreement is generally included in the FY 24 and FY 25 budget, and no budget amendment is proposed at this time. Per the FY 25 budget presentation, we expect to have a better idea of project details including costs in the coming months, which will result in us having a more defined project schedule and financing plan. These phase 2 engineering costs have not been specifically estimated in any of our previous communications to City Council, but they are generally in line with what we expected as part of our DWC Water Transmission Mains estimate of ~\$100m+.

As a general project update, we expect a public presentation of high-level cost and route information in the next couple months. Costs have increased in general, because of construction inflation, plans being more in depth and thus some costs are becoming more certain, and that

new project components are being identified. The exact utility route is not final and may not be disclosed in full, for security and land acquisition considerations. This phase 2 engineering agreement will take us all the way through production of bid documents and an expected 4-phased transmission main bid in late 2025. Completion of the transmission mains is still planned to be end of 2027 at the earliest, but all entities have been briefed that a turn-on of the system is not likely until Summer 2028. This is because the DWC engineering team has commissioned new water system extensions to communities in the past during a winter season, and the relative cold temperature of the lake water plus cold ground temperature results in an exorbitant amount of watermain breaks. Thus, they recommend commissioning only during warmer months.

Recommendation

Staff recommends approval of the intergovernmental agreement covering phase 2 engineering costs for the Lake Michigan water supply project.

Resolution No. 2024-_____

RESOLUTION APPROVING A SECOND ESCROW INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO, THE VILLAGE OF MONTGOMERY AND THE DUPAGE WATER COMMISSION

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego ("*Oswego*") and the Village of Montgomery ("*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 Municipalities and the DuPage Water Commission (the "*Commission*") is a county water commission and public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating contracts for the sale of Lake Michigan water to the Municipalities from the Commission's Waterworks System; and

WHEREAS, the Commission will design, construct, own, operate and maintain the water main (the "*Project*") required to transmit the water; and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the "*Commission*

Expenses”); and

WHEREAS, the Commission and the Municipalities previously entered into an *Escrow Intergovernmental Agreement* for the first phase of engineering on the Project, this first phase now having reached completion; and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the necessary engineering for the second phase of engineering for the Project, including conventional engineering activities associated with preparation of “issued for bid” construction drawings and associated permits and contract documents, specifications, and estimates (“Phase 2 Services”) prior to the execution of the water purchase and sale contracts and construction contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the Phase 2 Services portion of the Commission Expenses pursuant to the terms as stated in the attached Second Escrow Intergovernmental Agreement.

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. *Second Escrow Intergovernmental Agreement Among the United City of Yorkville, Village of Oswego, Village of Montgomery and the DuPage Water System*, in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

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

SECOND ESCROW INTERGOVERNMENTAL AGREEMENT

This Second Escrow Intergovernmental Agreement (the “Second Escrow Agreement”) is dated the 21st day of March, 2024 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”), and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery, and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement with the Commission, and have applied to and been awarded a Lake Michigan Water Allocation Permit from the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”); and

WHEREAS, the Municipalities, pursuant to a 2021 Intergovernmental Cost-Sharing Agreement have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, since time is of the essence, the Municipalities agree to equally share in the costs of this Second Escrow Agreement until the final cost-share allocation for construction is determined by the Municipalities. It is the intent of the Municipalities that the engineering costs paid into the escrow account pursuant to this Second Escrow Agreement will mirror the cost share allocation for construction. The Municipalities, separate from the DWC, agree to; 1) include these contributions in a cost-share agreement, 2) make an adjustment, accounting, or true-up at the time of the cost-share agreement, and 3) use best efforts to finalize said agreement no later than January 1, 2025. The Commission will not be a party to the Municipalities' cost sharing agreement and will not have any responsibility or liability as to the true-up or any adjusted accounting, as this paragraph only applies to the Municipalities. and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of Lake Michigan water to member customers that contract for such service ("Commission's Waterworks System"); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2030, and Montgomery in 2032; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line to be directly connected to the Commission's Waterworks System (the "Direct Connections"), through the construction and extension of the Commission's water transmission infrastructure as preliminarily described in Exhibit A (the "Transmission Main"), such that the Municipal Systems will connect through the Transmission Main to the Commission's Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the "Project"); and

WHEREAS, the Municipalities have each individually submitted a (“Notice of Intent”) for financing through the Water Infrastructure Finance and Innovation Act (“WIFIA”), and are currently assembling additional financing instruments which have not yet closed; and

WHEREAS, the Water Purchase and Sale Agreement will document the financing terms including the disposition of construction costs among the participating Municipalities, which are not yet fully established pending the assembly of financing instruments by the Municipalities; and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission have previously entered into an Escrow Intergovernmental Agreement for Phase 1 engineering services related to the preliminary engineering design of the Transmission Main and Direct Connections (the “Phase 1 Services”); and

WHEREAS, the Phase I Services have been substantially completed by Lockwood, Andrews and Newnam, Inc. (“LAN”); and

WHEREAS, in order to continue with the necessary engineering, including conventional engineering activities associated with preparation of “issued for bid” construction drawings and associated permits and contract documents, specifications, and estimates (the “Phase 2 Services”) prior to the execution of the Water Purchase and Sale Agreements and Construction Contract in order to maintain the desired schedule for the delivery of Lake Michigan water to the Municipalities, a contract will need to be executed with LAN to perform the Phase 2 Services; and

WHEREAS, the Municipalities and the Commission agree that the Phase 2 Services may include some preliminary land acquisition soft costs, including but not limited to legal, survey and title commitment; however, Phase 2 Services do not include costs for the actual acquisitions of any easements or fee simple purchases of real estate as those types, of acquisition costs will be subject to a separate agreement; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Phase 2 Services; and

WHEREAS, the Commission will execute a contract with Lockwood, Andrews and Newnam, Inc. (“LAN”) to perform the Phase 2 Services; and

WHEREAS, the cost of services to complete the Phase 2 Services from LAN is the amount of \$19,956,942 plus reimbursable costs; and

WHEREAS, the Municipalities agree that they are responsible for those expenses incurred for Phase 2 Services performed and completed within the scope of services of the contract between the Commission and LAN; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Second Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

1. The recitals contained in the Preamble above will become a part of this Second Escrow Agreement as if fully set forth herein.

2. Montgomery, Oswego, and Yorkville will each deposit \$6,652,300 into the Commission’s escrow account for a total amount of \$19,956,900 plus reimbursable costs in the form of cash to be held by the Commission in escrow (“Escrow Account”) in three payments as follows:

- The First Payment will be due on or before March 21, 2024, in the amount of \$2,588,000
- The Second Payment will be due on or before September 1, 2024, in the amount of

\$1,844,000

- The Third Payment will be due on or before January 1, 2025, in the amount of \$2,220,300

3. Since time is of the essence, the Municipalities agree to equally share in the costs of this Second Escrow Agreement until the final cost-share allocation for construction is determined by the Municipalities. It is the intent of the Municipalities that the engineering costs paid into the escrow account pursuant to this Second Escrow Agreement will mirror the cost share allocation for construction. The Municipalities, separate from the DWC, agree to; 1) include these contributions in a cost-share agreement, 2) make an adjustment, accounting, or true-up at the time of the cost-share agreement, and 3) use best efforts to finalize said agreement no later than January 1, 2025. The Commission will not be a party to the Municipalities' cost sharing agreement and will not have any responsibility or liability as to the true-up or any adjusted accounting, as this paragraph only applies to the Municipalities.

3. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses. Any remaining funds from the First Escrow Agreement will remain in the account and can be utilized for Phase II activities.

4. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: (1) showing the starting and ending balances for that quarter in the Escrow Account; and (2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Second Escrow Agreement relative to the Escrow Account.

5. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the "Pay Request") and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The

documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.

6. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure set forth in Paragraph 10.

7. This Second Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:

- a. Two years from the date of this Escrow Agreement;
- b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission;
- c. Upon the Municipalities' written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission; or
- d. Any failure of one or more of the Municipalities to make any payment required under this Second Escrow Agreement within seven days after being notified of the failure to pay.

No monies will be returned to the Municipalities until a full accounting has been completed of the expenditures incurred under this Second Escrow Agreement.

9. The Commission will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to ensure continuity between the proposed water transmission main project and the municipal infrastructure;

10. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Second Escrow Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association, unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law

in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 13 below, with copies sent to the American Arbitration Association.

11. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

12. There are no third-party beneficiaries of this Second Escrow Agreement and nothing in this Second Escrow Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

13. Any notices under this Second Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgalaw.com

If to the Municipalities:

Village Manager
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Manager
Village of Montgomery
200 N. River Street
Montgomery, IL 60538

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

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

14. Each Municipality will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the Phase 2 Services due to that Municipality's failure to comply with the payment obligations arising under this Second Escrow Agreement.

15. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will not assign this Second Escrow Agreement or any right or privilege any Municipalities and the

Commission may have under this Second Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.

- b. This Second Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Second Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Second Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Second Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Second Escrow Agreement; and (iv) the entering into this Second Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Second Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Second Escrow Agreement.
- e. This Second Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Second Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____

EXHIBIT A
SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated May 21, 2013, and Task Order No. 3, Owner and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission WaterLink Extension to the three WaterLink Communities and as more fully described in the Draft Project Development Report: Phase I Preliminary Engineering dated February 2024.

Consultant will be contracting directly with primary subconsultants, Stanley Consultants, Inc. (SCI) and Robinson Engineering, Ltd. (REL) under individual subconsultant agreements. Additional subconsultants required for specialized services will be contracted directly with LAN, SCI, and REL.

Phase II Engineering will include final preparation of plans, specifications, Engineer's opinions of probable construction cost, and Bid Phase services, including preparation of conformed construction documents. Deliverables will include design drawings, project specifications and contract documents to allow for solicitation of construction bids and for utilization in implementing the project design into a constructed and fully commissioned project. Deliverables will be in accordance with applicable AWWA, IEPA, IDNR, and DOT requirements, including federal and state standards necessary for utilization of federal funds at the time of this Agreement. Phase II Engineering will include final acquisition of all easements, parcels, rights-of-way, and permits from pertinent regulatory agencies necessary based upon the scope of work. Professional services related to land condemnation proceedings are excluded from this scope of work and if needed, these would be provided as Additional Services.

- 2.0 Consultant Services:

A. Phase II Basic Services:

1. Task 1 – Project Management

- a. Organize and manage the project team.
- b. Hold standing monthly meetings with the Commission management team.
- c. Prepare the project schedule for review with the DuPage Water Commission ("DWC") and maintain the schedule throughout the course of the project.
- d. Prepare and maintain management schedule listing DWC and Consultant's responsibilities and milestones.
- e. Prepare opinions of probable cost as changes or additions are made to the project.
- f. Maintain project records, decision logs, and files.

- g. Maintain and facilitate communications between the parties.
- h. Provide quality control (QC) services for all the design work. QC process will include each of the three primary firms reviewing the others work product.

2. Task 2 – Project Coordination and Meetings:

- a. DWC Project Kick-off and Progress Meetings: The project kick-off meeting will be used to clarify DWC requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of design or as needed. Thirty-Six (36) meetings are planned with DWC for Phase II services.
- b. Coordination with WaterLink Communities: An initial project engagement meeting followed by monthly check-in meetings will be scheduled with WaterLink Communities and their consultants to discuss the final location of delivery structures and associated connection details and routing of pipelines through their communities. Twelve (12) meetings are planned with WaterLink Communities for Phase II services.
- c. Other Stakeholder Meetings: Naperville, Aurora, and unincorporated areas (counties and townships) are non-benefiting communities that will be impacted by construction. Initial project engagement followed by periodic check-in meetings will be scheduled to gain input, find solutions to issues, and identify methods to mitigate impacts. Fifteen (15) meetings are planned with other stakeholders for Phase II services.
- d. Attend meetings with the DWC's Board, WaterLink Community Boards (as required), and the public as requested by DWC. Prepare educational displays/presentations to communicate meeting topics. Twenty (20) public board meetings are planned for Phase II services.
- e. Attend meetings with ComEd for project coordination of the pipeline design. Prepare exhibits, displays and presentations to communicate meeting topics. Sixteen (16) meetings are planned for Phase II services.
- f. Attend public meetings as required during the work. Prepare exhibits, educational displays, and presentations as needed to communicate meeting topics. Up to fifteen (15) meetings are planned for Phase II services.
- g. Prepare monthly project status reports and project updates for DWC to share with Board, WaterLink Communities, and other stakeholders.

- h. Hold project meetings with regulatory agencies, railroads, and private utilities, other than ComEd, during the design phase to facilitate permit reviews and approvals. Twenty (20) meetings with permitting agencies and entities are planned for Phase II services.
 - i. Requests for pertinent data and information will be transmitted to each of the previously mentioned city, utility, county, townships, and railroad entities located along the pipeline routes.
 - j. Prepare agendas and meeting minutes summarizing each meeting. Follow-up on action items identified during the meetings.
3. Task 3 – Transmission Main Design Package 1 (SCI Lead):
- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 1 as described in the Project Development Report. Segment 1 includes approximately 45,900 feet of 54-inch pipeline from 75th Street and Book Road in Naperville to Ogden Falls Boulevard and approximately 6,900 feet of 16-inch pipeline from the ComEd right-of-way to Montgomery Connection Number 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, which will convey information about the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.
 - 6) Provide preliminary specifications index.

- 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan ; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; landscaping replacement plans; traffic control and detour plans; roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-walk through with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. Forest Preserve Restoration Plan
 - 1) Prepare a restoration plan for the portions of the Forest Preserve District of DuPage property disturbed by construction. The restoration plan will include soil erosion and sediment control and landscape restoration. It may also include a conceptual wetland replacement mitigation plan, if required.
 - 2) Submit permits to USACE, IEPA, KDSWCD, DuPage County (stormwater permitting).
 - 3) Coordinate work with IDNR, USFWS, FPD and Illinois Nature Preserves Commission.
- j. QC to be provided by LAN.

4. Task 4 – Transmission Main Design Package 2 (REL Lead):

- a. The intent of this work is to prepare contract drawings and technical specifications for the Transmission Main Segment 2 as described in the Project Development Report. Segment 2 includes approximately 46,400 feet of 36-inch pipeline from Harvey Road at the ComEd right-of-way to Minkler Road.
- b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
- c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
- d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
- e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set representing the transmission main's fundamental elements.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 5) Prepare preliminary roadway resurfacing plan.

- 6) Provide preliminary specifications index.
 - 7) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 8) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 9) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 10) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 11) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include: draft cover, index, standards lists, and notes sheets; erosion control plan ; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic control and detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements

scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.

g. 90% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
- 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
- 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
- 4) Submit sealed documents to IEPA and other entities for permitting.
- 5) Field walk through with DWC and/or WaterLink Communities.

h. 100% Permit Plan and Profile Drawings and Specifications:

- 1) Prepare, sign, and seal final drawing set and final specifications.
- 2) Incorporate front end bidding documents in specifications.
- 3) Submit the 100% complete drawings and specifications to DWC.

- 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by SCI.
5. Task 5 – Transmission Main Design Package 3 (REL & SCI Lead):
- a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 3 as described in the Project Development Report. Segment 3 includes approximately 20,400 feet of 24-inch pipeline from Minkler Road to Route IL-126 Schoolhouse Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements.
 - 2) Coordination with Yorkville on the final location of Delivery Point No. 1.
 - 3) Coordination with IDOT on pipeline route along Route IL-71.
 - 4) Prepare preliminary cover, index standards list, and notes sheets.
 - 5) Prepare detail drawings.
 - 6) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 7) Prepare preliminary roadway resurfacing plan.
 - 8) Provide preliminary specifications index.

- 9) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 10) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to supplement tunnel crossing boring information collected in Phase I.
 - 11) Compile an inventory of the trees planned for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 12) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 13) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.

- 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.

- 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- i. QC to be provided by LAN.
6. Task 6 – Transmission Main Design Package 4 (LAN Lead):
 - a. The intent of this work is to prepare plan and profile drawings and technical specifications for the Transmission Main Segment 4 as described in the Project Development Report. Segment 4 includes approximately 28,400 feet of 54-inch pipeline, 4,200 feet of 24-inch pipeline, 6,500 feet of 20-inch pipeline, and 2,800 feet pipeline of 16-inch pipeline from Ogden Falls Boulevard along the ComEd right-of-way to various WaterLink connections along Orchard Road.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Attend weekly transmission main design team meetings for the duration of plan and profile development.
 - d. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - e. 30% Preliminary Plan and Profile Drawings:
 - 1) Address comments from Project Development Report as provided by DWC. Prepare preliminary drawing set, representing the transmission main's fundamental elements. This work includes the following.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Prepare preliminary cover, index standards list, and notes sheets.
 - 4) Prepare detail drawings.
 - 5) Prepare preliminary transmission main plan drawings showing the alignment of the transmission mains and distribution feeder mains, including known existing underground utilities.
 - 6) Prepare preliminary roadway resurfacing plan.
 - 7) Provide preliminary specifications index.
 - 8) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 9) Geotechnical borings and logs up to 30 feet deep spaced approximately 500 to 1,000 feet apart along pipeline route to

supplement tunnel crossing boring information collected in Phase I.

- 10) Compile an inventory of the trees planned to for removal or pruning due to construction, as well as roadway signs that could be impacted by construction.
 - 11) Prepare draft of plan and profile drawings for critical crossings determined by Consultant. Draft plan and profile drawings will show the work in sufficient detail that a contractor can recognize general transmission main elements and requirements for construction. Include any revisions required by the alignment field verification. Draft plan and profile drawings for critical crossings will be completed first to expedite the permitting process.
 - 12) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
- f. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set, which will show the work in sufficient detail so that a contractor can recognize transmission mains elements and requirements for construction. Include any revisions required by the alignment field verification. Set to include draft cover, index, standards lists, and notes sheets; erosion control plan; demolition plan; draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detail drawings; landscaping restoration plans; traffic detour plans; draft roadway resurfacing plans; prepare draft transmission main specifications, including general requirements and technical specifications.
 - 2) Prepare preliminary detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.

- 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC. Up to Six (6) meetings are planned for Phase II services.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- g. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal cover, index, standards lists, and notes sheets; erosion control plan into plan set; demolition plan; final draft transmission mains plan and profile drawings showing the alignment of the transmission mains and distribution feeder mains including existing underground utilities; detailed drawings; erosion control; landscaping replacement plans; traffic control and detour plans; draft roadway resurfacing plans; final draft transmission mains specifications, including general requirements and technical specifications.
 - 2) Coordination with USACE on the Fox River Crossing.
 - 3) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 4) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 5) Submit sealed documents to IEPA and other entities for permitting.
 - 6) Field-Walk Thru with DWC and/or WaterLink Communities.
- h. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.

- i. QC to be provided by SCI & REL.
7. Task 7 – Meter Station Package (LAN Lead):
- a. The intent of this work is to prepare plans and technical specifications for the seven metering stations, three (3) for Oswego, two (2) for Yorkville and two (2) for Montgomery, for connection of the transmission main to each of the WaterLink Communities.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for the meter stations. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set, including the metering station site layout, piping connection to the proposed transmission main, interconnection to customer’s receiving facilities, and site utilities. Submittal will also contain building plan, elevation, and section drawings. For purposes of this proposal, Consultant will design one building, with one architectural treatment, to use at all seven sites. Based on our preliminary analysis, the building will have three-meter trains. Two of the trains will be sized for maximum day flow while the third train will provide redundancy. Each station meter trains will be sized for the customer’s demands. The station layout will be similar to the previously provided to the Consultant by the Commission. It is anticipated this design package contain a total of Thirty-Four (34) drawings for all seven sites.
 - 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Prepare detail drawings.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform one geotechnical boring and log up to 30 feet deep for the site to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.

- 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set and include revisions required field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings . Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.
 - 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.

- 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk thru with DWC and/or WaterLink Communities.
- g. 100% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
- h. QC to be provided by SCI & REL.
8. Task 8 – Chemical Monitoring and Feed Station (LAN Lead):
- a. The intent of this work is to prepare plans and technical specifications for a chemical monitoring and feed station located in the general vicinity of Oswego Connection Point No. 1.
 - b. Attend design coordination meetings, as defined in Task 2a, with the DWC team for the duration of the Project.
 - c. Bidding and front-end contract documents will be provided by DWC. Prepare special conditions and technical specifications in CSI format for use by design teams for each pipeline segment. Generate contract document and specification packages for project bidding.
 - d. 30% Preliminary Drawings:
 - 1) Prepare preliminary drawing set for chemical monitoring and feed station site layout, piping connection to the proposed transmission main, and site utilities. Submittal will also include building plan, elevation, and section drawings. Consultant will design a building, with a similar architectural treatment as planned for the metering stations. Based on our preliminary analysis, the building will be approximately 25-feet by 25-feet and include an area disinfection chemical storage, feed equipment and associated controls. A meter vault will be located onsite for installation of a mag-meter for chemical pacing and flow data. It is anticipated this design package as described will have a total of Sixteen (16) drawings.

- 2) Prepare preliminary cover, index standards list, and notes sheets.
 - 3) Conceptual detail drawings will be provided and discussed.
 - 4) Provide preliminary specifications index.
 - 5) Submit above as 30% design submittal to: Project Review Team for QC and DWC for review.
 - 6) Perform two geotechnical boring and logs up to 30 feet deep to augment geotechnical information collected during the transmission main geotechnical investigations.
 - 7) Compile an inventory of the trees planned for removal or pruning due to construction.
 - 8) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 30% set and submit to DWC. Up to Six (6) meetings are included in this proposal.
- e. 75% Permit Plan and Profile Drawings and Specifications:
- 1) Prepare a draft drawing set including chemical monitoring and fee station elements and requirements for construction. Include any revisions required field investigation. Set to include draft cover, index, standards list, and notes sheets; erosion control plan; demolition plan, if required; draft site plan including existing underground utilities; detailed civil, structural, mechanical, piping, architectural, electrical, landscaping, and control drawings. Draft specifications, including general requirements and technical specifications.
 - 2) Prepare detail drawings.
 - 3) As the design progresses, develop and refine the strategy and plan for construction contract sequencing, improvements scheduling and operations during construction to improve project delivery and reliability and improve funding opportunities.
 - 4) Submit the 75% draft drawings and specifications to: Project Review Team for QC, DWC for review; and impacted communities for comment.
 - 5) Meet with DWC and WaterLink Communities to review drawings. Address and incorporate comments into final 75% set and submit to DWC.

- 6) Submit 75% documents to the IEPA and other permitting entities for review and comment. Meet with IEPA and other entities, as defined in Task 2h, to receive comments. Incorporate comments into 90% documents for permitting.
- f. 90% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare prefinal plan set and final draft mains specifications, including general requirements and technical specifications.
 - 2) Submit the 90% draft drawings and specifications to: Project Review Team for QC, DWC for review; permitting entities as required, and adjacent utilities to review.
 - 3) Address and incorporate comments from the 90% submittal as provided by Project Review Team, DWC, permit agencies, and impacted communities.
 - 4) Submit sealed documents to IEPA and other entities for permitting.
 - 5) Field-Walk thru with DWC and/or WaterLink Communities.
 - g. 100% Permit Plan and Profile Drawings and Specifications:
 - 1) Prepare, sign, and seal final drawing set and final specifications.
 - 2) Incorporate front end bidding documents in specifications.
 - 3) Submit the 100% complete drawings and specifications to DWC.
 - 4) Plans will be submitted in AutoCAD and PDF formats along with two (2) printed copies.
 - 5) Specifications will be provided in Microsoft Word and PDF formats. Specification PDFs will be indexed and searchable.
 - h. QC to be provided by SCI & REL.
9. Task 9 – Permitting:
- Approvals and Authorizations: Consultant will assist DWC in obtaining the following approvals, permits, and authorizations:
- a. IEPA Permit Coordination: Prepare the required documentation for signature by DWC and meet with the Agency to assist the procurement of Project permits as further describe in the preceding section.
 - b. IDOT and other highway/roadway authorities – Naperville, Kendall County, Will County, DuPage County, and various Townships
 - c. USACE – wetlands and Fox River crossing.

- d. IDNR – Fox River, other stream crossings > 1 square mile watershed.
- e. Railroads – CNRR, ILRW and BNSF.
- f. Commission will pay required permit fees via WaterLink escrow account.

10. Task 10 – Bidding Assistance and Contractor Selection:

- a. Provide bid assistance, including contractor identification, solicitation, qualification, bid review, responses to RFI information, attendance to pre-bid meetings and bid opening meetings, review and evaluation of bid proposals, and attendance and presentation at DWC Board meetings, as well as WaterLink community public meeting, if requested.
- b. Assemble and provide up to six (6) bid packages.
- c. Attend and assist in leading up to six (6) pre-bid meeting. Prepare agenda and meeting minute notes summarizing each meeting.
- d. Addenda Preparation Assistance: Assist with responses to bidders' questions during the bid period. Assist in preparation of necessary addenda.
- e. Bid Review Assistance: Assist in evaluation of bids and make recommendation of award of contract at Board meeting.
- f. Conformed Contract Documents: Prepare conformed construction documents that incorporate modifications to the drawings and specifications included in Addenda issued during the Bidding Phase.

END OF BASIC SERVICES

B. Phase II Additional Services:

1. Task 1 – Survey Services (REL Lead)

- a. The intent of this work is to augment available paper records, GIS, utility and aerial photogrammetric information with on the ground field measurements of physical features for the purpose of confirming information to the level of accuracy needed for construction drawings. Due to the desired project design time frame, and challenges associated with collecting aerial LiDAR data during the summer months, Phase I route alignment studies utilized primarily GIS aerial and contour data supplemented by certain specific ground survey data collection at key locations and utility company data of varying precision levels. Phase II drawings will primarily utilize aerial LIDAR data collected in December 2023, supplemented by detailed ground survey efforts summarized in the following paragraphs.

- b. Collection of rim/invert data at approximately 1,800 utility structures along the watermain route to allow for the development accurate final design of the project improvements.
 - c. Complete topographic survey data collection in those areas along the 31-mile route that were unable to be collected via aerial LIDAR in Phase I due to tree cover or other obstacles.
 - d. Complete topographic survey data collection at seven (7) proposed metering stations and one (1) chlorine treatment building for purposes of preparing detailed site plans for these facilities. The chlorine treatment site will also include a formal boundary survey and order of title commitment for use in the acquisition of real estate for this facility.
 - e. Combine data, including GIS contour data from DuPage, Kendall, and Will Counties, supplemental topographic, rim/invert, SUE/potholing and utility data from various sources, GNSS/GPS and terrestrial, within Autodesk Civil 3D base CAD files and construct a triangulated irregular network (TIN) model across the project length to be able to generate proposed 1"=50' plan and profile sheets on a consistent and unified vertical and horizontal datum. TIN model will also allow for 3-D utility modeling at specific locations to verify proposed water main elevations. Identification of property corner details for purposes of right-of-way verification and/or future easement acquisition will be completed as determined by Consultant. The estimated length of plan/profile sheets across two final route alignments is 35 miles (200 total sheets).
 - f. Arborist
 - 1) Provide the services of an Illinois Certified Arborist to identify trees that will need protection during construction.
 - 2) Identify the form of protection to be provided for individual trees.
 - 3) Provide construction details for needed means of protection for incorporation into the water transmission system drawings.
2. Task 2 – Geotechnical and CCDD Services (REL Lead)
- a. Provide up to 200 soil borings at approximately 1,000-foot intervals along entire route, and on both sides of 10 remaining tunnel crossings (e.g., crossings of IDOT highways, Fox River, etc.), not completed during Phase I. This work will also include field staking of all boring locations and correlating elevation data at boring locations with Survey data in Task 5
 - b. Conduct a preliminary Clean Construction/Demolition Debris (CCDD) sampling and testing evaluation during the advancement of

approximately 75 geotechnical soil borings to identify potentially clean and potentially contaminated areas along the proposed water main project area. Collect soil samples during the boring operation for testing. Note: Per ComEd, no CCDD investigations will be performed within ComEd right-of-way. Collected soil samples will be submitted to an accredited laboratory with a standard turnaround time for analytical testing results. The testing parameters in the identified PIP project areas will include VOCs, SVOCs, RCRA 8 Total Metals, pH and possibly TCLP or SPLP testing on 7 of the 8 RCRA metals, as determined necessary by Consultant.

- c. Prepare five (5) geotechnical reports including all boring logs outlining the findings of the sample program, signed, and sealed by an Illinois registered professional engineer. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them for use by bidders on each construction package.
- d. Prepare five (5) environmental reports summarizing laboratory results and CCDD construction recommendations of the sample program, prepared by an experienced senior scientist. These reports will be structured to include all locations within the four respective transmission main construction contracts and the one metering station contract, in order to make them readily usable by bidders on each construction package.

3. Task 3 – Subsurface Engineering (SUE) (REL Lead)

- a. Provide SUE services field surveys along approximately 25 miles of the pipeline route within urbanized areas expected to have the most utilities impacting the proposed water transmission main construction to verify other utility (gas pipelines, oil pipelines, fiber optic lines, telecommunication lines, etc.) elevations, together with design JULIE locates at key crossings would be performed. This effort would supplement aerial LIDAR and field elevation data to be collected and combined into the project base CAD files. Specific spot SUE field surveys within approximately 6 miles of rural areas will also be performed on an as needed basis.
- b. Provide up to 200 utility potholing and associated grass and pavement restoration. Potholes and/or vacuum excavations at key utility crossing locations to be performed by a local contractor. Relevant utility conflicts will be identified and assessed early on during the design effort. This effort also includes field staking of potholing locations, obtaining elevation data for excavated utilities, and adding them to 3D utility model.

4. Task 4 – Right-of-Way / Easement Acquisition (REL Lead)
 - a. Manage the solicitation, documentation, and ultimate purchase/assembly of the identified easements from Phase I in conjunction with DWC Staff.
 - b. Obtain and manage up to 20 additional title commitments as may be required due to potential route changes.
 - c. Prepare plats of easement with associated legal descriptions for approximately 150 parcels along proposed water transmission main route as identified during Phase I. Plats and legal descriptions to be signed and sealed by registered Illinois Professional Land Surveyor.
 - d. Assist DWC to acquire properties and easements utilizing professional acquisition services applicable to federally funded projects including certified appraisals, review appraisals and negotiations as may be applicable. Needed property shall be acquired by fee simple, dedication, temporary/permanent easement, or temporary use permit as determined by DWC and design team.
 - e. Make determinations of appraised fair market value in accordance with the IDOT Land Acquisition Policies and Procedures Manual (LAPPM) and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). An Appraisal Review Certification shall be prepared for review appraisals by the Review Appraiser in accordance with the Yellow Book and LAPPM.
 - f. Act as DWC representative with affected property owners in leading land acquisition negotiations. The Negotiator will work with the design team and DWC staff to develop schedules, maintain communications and provide progress reports throughout the project.
 - g. Provide necessary documentation for eminent domain action by DWC for parcels unable to reach negotiated settlements, and coordinate with DWC attorneys as may be needed.
 - h. Provide title review and an attorney's approval letter for each affected parcel.
 - i. Attend real estate closings for each acquired parcel.
5. Task 5 – Phase I Environmental Site Assessment (ESA) (SCI Lead)
 - a. Complete and update a Phase I ESA along the 31-mile route in accordance with the American Society for Testing and Materials (ASTM) Practice E1527-21. The purpose of the Phase I ESA is to identify the presence or absence of Recognized Environmental Conditions (RECs) as defined by the standard.

- b. The Phase I ESA process includes a search of standard historical sources (e.g., aerial photographs, topographic maps, and historical fire insurance maps), a review of federal and state environmental databases, interviews with past and present owners, operators, and occupants of the site, and an on-site reconnaissance to determine the presence or absence of RECs.
 - c. Visit the sites to examine and document the current uses and conditions. Seek owners to ask pertinent questions, including those outlined as user responsibilities on the questionnaire in ASTM E1527-21. A title search is not part of this scope of services.
 - d. Make reasonable attempt to conduct interviews with the current owner, available past owners, and occupants, state and local regulators, the local fire department, and other persons or agencies that may have knowledge of current or historical environmental conditions at the site.
6. Task 6 – Wetland Delineation (SCI Lead)
- a. Under Phase I, the ComEd corridor was visited and studied to complete the necessary ComEd checklists. Under Phase II, the wetlands study will be updated and completed based on the final alignment. Impacted areas will be evaluated for the presence of wetlands and other Waters of the United States (WOTUS). This information will be used to avoid and/or minimize impacts to WOTUS and other areas of special concern. To minimize the amount of field, work necessary, a desktop review of the area will be performed prior to the site visit. This will involve gathering background information pertaining to the site such as local soil survey data, previously performed wetland delineations (if available), and National Wetland Inventory (NWI) maps.
 - b. Delineation of the Site will be done in accordance with USACE 1987 Manual and the August 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region and will take place within the USACE recognized wetland growing season. The wetland delineation will be based on soil composition, hydrology of the site, and vegetation present at the time of the site visit. Observations will be documented on approved USACE data forms and included in the final report. If wetlands are found to exist within project boundaries, their limits will be recorded using a handheld GPS device for use in Arc GIS software and added to the plan and profile sheets as applicable. It is assumed that consultant personnel will be granted access to the property, and that project personnel will be available to answer questions prior to, during, and/or following site reconnaissance activities.

7. Task 7 – Phase I Archaeology and Cultural (SCI Lead)
 - a. Complete cultural study based on final alignment. The primary objective of a Phase I cultural resources survey is to identify and record all cultural resources within a project area. Cultural resources can include prehistoric Native American habitation sites, historical farmstead sites, standing structures, or other man-made features such as earthworks, old roadbeds, or cemeteries. The study will also detail avoidance and minimization measures identified in consultation with the State Historic Preservation (SHPO) and/or Tribal Historic Preservation Officer (THPO).
 - b. Perform Phase I archaeology study due to proximity of the alignment to cemeteries. For Phase I surveys, portions of a survey area must be examined by systematic shovel testing whenever possible, in combination with systematic pedestrian survey, and/or additional techniques such as augering, coring, soil probes, or mechanically excavated trenching, depending upon the surface conditions and potential for deeply buried archaeological sites.
8. Task 8 – Special Species Survey (SCI Lead)
 - a. Construction disruption to land may also disturb the native habitat on the site. Given this possibility, WIFIA funding requires a Threatened, Endangered, and Special-Status Species Survey to determine if the proposed alignment serves as a habitat for one of these protected species. Both desktop and fieldwork will be performed to identify and map special status habitats. Should a habitat be identified, additional survey to determine breeding and spawning seasons, migration, growth and propagation and activity periods.
9. Task 9 – WIFIA PEA Checklist (SCI Lead)
 - a. The Programmatic Environmental Assessment (PEA) Environmental Questionnaire helps verify the applicability of the PEA for a Water Infrastructure Finance and Innovation Act (WIFIA)-funded project. Compliance with other federal and state environmental laws and regulations is required, as appropriate and applicable. The WIFIA PEA Checklist will be utilized by EPA to determine on Categorical Exclusion for the project.
 - b. Tasks 5-8 above are required as part of the WIFIA PEA Checklist. The Checklist also included additional research and studies including impacts to biological resources, geology and soils, socioeconomic and environmental justice, land use, transportation and traffic, utilities and community services, air quality, human health and safety, impacts from noise and vibration and hazardous and toxic materials and waste.

10. Task 10 – Supplemental Hydraulic Modeling (SCI Lead)
 - a. Supplemental hydraulic modeling will be performed on an additional service basis. This task is to study and evaluate pipeline sizes, pressure, hydraulic grade lines, and velocities based on final water demand requests for non-WaterLink customers or on an as-needed basis by the Commission.
 - b. DWC will assist in information transfer from the requesting customer.
 - c. The existing Innovyze InfoWater model will be used for these evaluations.
 - d. Reconfirm existing data points in the model such as elevations and pressures and add/modify determined elevations, fittings, valves, segment lengths, discharge locations, and flow rates along the route that may impact system operations.
 - e. Summarize findings in a technical memorandum to the Commission.
11. Task 11 – Cathodic Protection Design & Field Investigation (LAN Lead)
 - a. Perform electromagnetic conductivity survey of the existing soil along the entire pipeline alignment.
 - b. Changes in soil resistivity will be confirmed and measured using the Wenner Four Pin Method, and upon analyzing the soil resistivity data, recommendations for further soil testing will be provided to the Geotechnical Engineer.
 - c. Prepare a cathodic protection memorandum in coordination with pipe materials memorandum, outlining the various design requirements for pipe materials proposed for consideration.
 - d. Determine if soil conditions and potentials are corrosive to metallic structures.
 - e. Evaluate areas along the route for stray current sources.
 - f. Design piping system for continuity and isolation.
 - g. Estimate current requirement for cathodic protection system and design cathodic protection system to meet demands.
 - h. Prepare cathodic protection details and technical specifications for inclusion in the contract documents.
 - i. Four trips (4) for professional corrosion engineer to visit site.
 - j. Does not include induced AC current mitigation design.

12. Task 12 – Additional Bid Package Allowance (by Authorization Only)
 - a. Allowance to split Transmission Main Design Package No. 1 under Task 3 Basic Services into two (2) separate bid packages to allow for pipeline and associated restoration along Book Rd to be constructed separately. This portion of the project has no easement acquisition required from private land owners, so prioritizing this segment may prove beneficial to the overall project schedule.
 - b. This task will only be used with authorization from DWC.
13. Task 13 – Owner Design Contingency Allowance (by Authorization Only)
 - a. Allowance to cover changes in project scope.
 - b. This task will only be used with authorization from DWC.

END OF ADDITIONAL SERVICES

4.0 Commencement Date: Effective Date of This Task Order

5.0 Schedule Dates for Phase II Services:

- A. Begin – 5/1/2024
- B. Submit Final Plans and Specifications – 5/1/2025
- C. Bidding and Contractor NTP – 5/16/2025 through 10/27/2025

6.0 Key Project Personnel:

Lockwood, Andrews & Newnam, Inc.	Stanley Consultants, Inc.	Robinson Engineering Ltd.
Warren Green, PE Project Director	Kate Despinoy, PE Project Manager	Aaron Fundich, PE Project Manager
Ozzie Garza, PE Project Manager	Larry Thomas, PE Quality Control	Jennifer Prinz, PE Quality Control
Jeremy Nakashima, PE Quality Control	Michael Colby, PE Hydraulic Modeling	Dave Barnas, PE Constructability Review
Greg Henry, PE Tunnel Engineering	Patrick Haney, PE Pipeline Engineering	Tom Nagle, PE Pipeline Engineering
Christine Kirby, PE Coatings & Linings	Jared Hamilton, PE Constructability Review	Randall Gann, PLS Surveying
Mike Quinnell, PE Process Engineer	Brian Degen, PE, SE Structural Engineer	William Dolan, PE Transportation
Ben McCray, PE Corrosion Engineer	Chad Chamberlain, RA, NCARD Architect	John Hislen, PE Civil Design
Jeff Hansen, PE Pipeline Engineer		Paul Ruscko, PE Project Manager
Bob Card, PE Pipe Design		
Jim Dean, PE Electrical/Mechanical Engineer		

7.0 Contract Price:

We propose that our fees for this Phase II work (including reimbursable expenses) will be Nineteen Million, Nine Hundred Fifty-Six Thousand, Nine Hundred Forty-Two Dollars (\$19,956,942) which will not be exceeded without written authorization from the Commission.

See Attached Tables for Breakdown

Payments:

The fees for the Basic Services shall be based on a lump sum basis for the scope of work as described in the preceding sections. This fee shall not be changed unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee.

The proposed fees for the Additional Services are a Not-to Exceed amount and will be billed based on our contract price for providing, performing, and completing each phase of services. Fee will be based on an amount that includes labor costs plus an amount equal to the actual costs of all reimbursable expenses including specialized sub-consultants.

“Reimbursable” or “reimbursable expense” shall be defined as a cost incurred by the Consultant in performing services on the Project, beyond the standard labor and overhead costs otherwise outlined in the Master Agreement and shall be applicable individually to any Work Order, Authorization or Notice-to-Proceed issued under such Master Agreement. Reimbursables include costs incurred in relation to:

- A. Transportation and authorized out-of-town travel and subsistence.
- B. Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project.
- C. Printing, reproductions, plots, standard form documents.
- D. Postage, handling, and delivery.
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance.
- F. Renderings, models, mock-ups, professional photography, and presentation materials requested.
- G. Site office expenses. (not required for Phase II)
- H. Other similar Project-related expenses.

The list above is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list above, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

Modifications to Contract: None

Attachments: Exhibit B – Level of Effort
Exhibit C – Preliminary Cash Flow/Invoicing Forecast
Exhibit D – Project Schedule

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract. The Effective Date of this Task Order is _____, 2024.

DuPage Water Commission

By: _____

Paul D. May, PE

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE

Title: General Manager

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: may@dpwc.org

Phone: (630) 834-0100 Fax: (630) 834-0120

Lockwood, Andrews & Newnam, Inc.

By: _____

J. Warren Green, PE

Vice President/Chief Engineer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green, PE

Title: Vice President, Chief Engineer

Address: 18W140 Butterfield Road, Suite 920, Oakbrook Terrace, IL 60181

E-mail Address: jwgreen@lan-inc.com

Phone: 630-918-2494

**Exhibit B
Level of Effort - Phase II Services
DuPage Water Commission
WaterLink Extension**

NO.	TASK DESCRIPTION	PRINCIPAL / PROJECT DIRECTOR	SENIOR PM	PM	SENIOR ENGINEER/ SME	ENGINEER VII	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	ENGINEER II	ENGINEER I	SENIOR DESIGNER	CADD DESIGNER	GIS COORDINATOR	GIS DEVELOPER	FIELD SUPERINTENDENT	CHIEF LAND SURVEYOR	LAND SURVEYOR	PROJECT CONTROLS ADMINISTRATOR	ADMIN. ASSISTANT	TOTAL HOURS	TOTAL FEE
		BILLING RATE RANGE	\$415 to \$368	\$350 to \$300	\$262 to \$202	\$395 to \$315	\$325 to \$285	\$268 to \$237	\$250 to \$190	\$200 to \$172	\$170 to \$160	\$150 to \$148	\$140 to \$130	\$210 to \$202	\$175 to \$126	\$211 to \$201	\$184 to \$175	\$236 to \$225	\$215	\$162	\$198 to \$180	\$124 to \$110	
1.0	Project Management	406	544	1080	164	0	130	0	0	240	0	0	120	0	80	0	92	172	0	230	0	3258	\$850,704
2.0	Project Coordination & Meetings	420	175	768	76	0	180	0	64	290	40	80	80	0	0	40	40	80	0	116	0	2449	\$612,738
3.0	Transmission Main Design Package 1	49	338	756	812	350	1278	1578	1052	1580	1220	1220	2134	2840	0	160	0	24	0	120	68	15579	\$3,083,915
4.0	Transmission Main Design Package 2	257	1398	128	1300	16	30	158	630	2184	0	1224	724	2580	0	0	80	64	0	0	0	10849	\$1,998,429
5.0	Transmission Main Design Package 3	27	126	408	452	320	174	220	720	336	500	480	792	894	0	160	0	0	0	0	0	5705	\$1,167,503
6.0	Transmission Main Design Package 4	124	454	1580	1004	300	430	512	412	3120	0	2068	1420	3104	0	0	0	0	0	192	24	14744	\$2,899,230
7.0	Metering Station Design Package	100	156	106	240	210	160	100	0	552	0	0	144	1046	24	0	0	0	0	0	64	2902	\$555,546
8.0	Chemical Feed Building Design Package	10	24	50	36	80	156	100	0	168	0	0	10	320	2	0	2	16	0	0	12	986	\$189,126
9.0	Permitting	92	224	466	264	60	0	296	80	336	120	340	0	120	0	0	0	8	0	0	0	2482	\$529,820
10.0	Bidding Assistance and Contractor Selection	96	184	262	160	24	116	152	0	376	120	436	128	192	4	32	0	0	0	76	112	2470	\$511,184
TOTAL HOURS		1581	3623	5604	4508	1360	2654	3116	2958	9182	2000	5848	5552	11096	110	392	214	364	0	870	392	61424	
TOTAL FEES		\$540,195	\$988,398	\$1,531,472	\$1,402,860	\$412,840	\$615,210	\$680,550	\$526,200	\$1,466,388	\$300,000	\$777,568	\$1,157,104	\$1,572,550	\$22,110	\$71,840	\$48,150	\$78,260	\$0	\$161,940	\$44,560		\$12,398,195
TOTAL BASIC SERVICES LUMP SUM FEE																						\$ 12,398,195	

Additional Services (Not-to-Exceed)	Subtotal
Task 1 & 3 - Survey / SUE / Potholing / Existing Conditions CADD (REL)	\$ 2,048,375
Task 2 - Geotechnical & CCDD Investigations (REL)	\$ 1,349,575
Task 4 - ROW / Easement Acquisition Services (REL)	\$ 1,806,275
Task 5 - Phase 1 ESA (SCI)	\$ 47,880
Task 6 - Wetlands Delineation (SCI)	\$ 47,700
Task 7 - Cultural/Archaeology (SCI)	\$ 111,022
Task 8 - Special Species (SCI)	\$ 44,300
Task 9 - WIFIA PEA Checklist (SCI)	\$ 72,600
Task 10 - Supplemental Hydraulic Modeling (SCI)	\$ 50,020
Task 11 - Cathodic Protection Design and Field Investigation (LAN)	\$ 775,000
Task 12 - Additional Bid Package Allowance (by Authorization Only)	\$ 85,000
Task 13 - Owner Design Contingency Allowance (by Authorization Only)	\$ 1,000,000
TOTAL	\$ 7,437,747

Basic Services Reimbursable Expenses (Estimated)	Subtotal
Expense Allowance	\$ 121,000
TOTAL	\$ 121,000

TOTAL PHASE II SERVICES FEE	\$ 19,956,942
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Exhibit C
Preliminary Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension

Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
Basic Services	\$ 876,344	\$ 876,344	\$ 876,344	\$ 876,344	\$ 1,001,536	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,126,728	\$ 1,001,536	\$ 1,001,536	\$ 751,152	\$ 250,384	\$ 125,192	\$ 125,192	\$ 125,192	\$ 125,192
Additional Services	\$ 864,266	\$ 1,337,587	\$ 1,209,473	\$ 847,300	\$ 426,433	\$ 290,744	\$ 225,124	\$ 207,982	\$ 330,058	\$ 318,851	\$ 309,854	\$ 322,020	\$ 210,726	\$ 178,750	\$ 178,750	\$ 179,830	\$ -
SUBTOTAL	\$ 1,740,610	\$ 2,213,930	\$ 2,085,816	\$ 1,723,644	\$ 1,427,968	\$ 1,417,471	\$ 1,351,851	\$ 1,334,710	\$ 1,456,785	\$ 1,320,387	\$ 1,311,389	\$ 1,073,172	\$ 461,110	\$ 303,942	\$ 303,942	\$ 305,022	\$ 125,192
	\$7,764,000				\$5,532,000				\$6,660,942								

TOTAL PHASE II SERVICES FEE \$ 19,956,942



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-73

Agenda Item Summary Memo

Title: Pavement Management Program Update and Proposal

Meeting and Date: City Council – September 24, 2024

Synopsis: Consideration of 2025 Paving Plan

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-73

Type of Vote Required: Majority

Council Action Requested: Approval of 2025 Paving Plan

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: September 6, 2024
Subject: Pavement Management Update/Road To Better Roads Program

Background

In the recent past, the City has selected streets for its upcoming road program in September. The timing allows us to move forward with the design in the fall and to receive IDOT approvals in early winter. We are then able to take advantage of bidding in February/March, which has historically been a prime bidding environment.

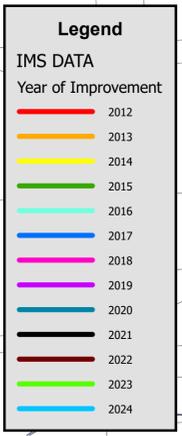
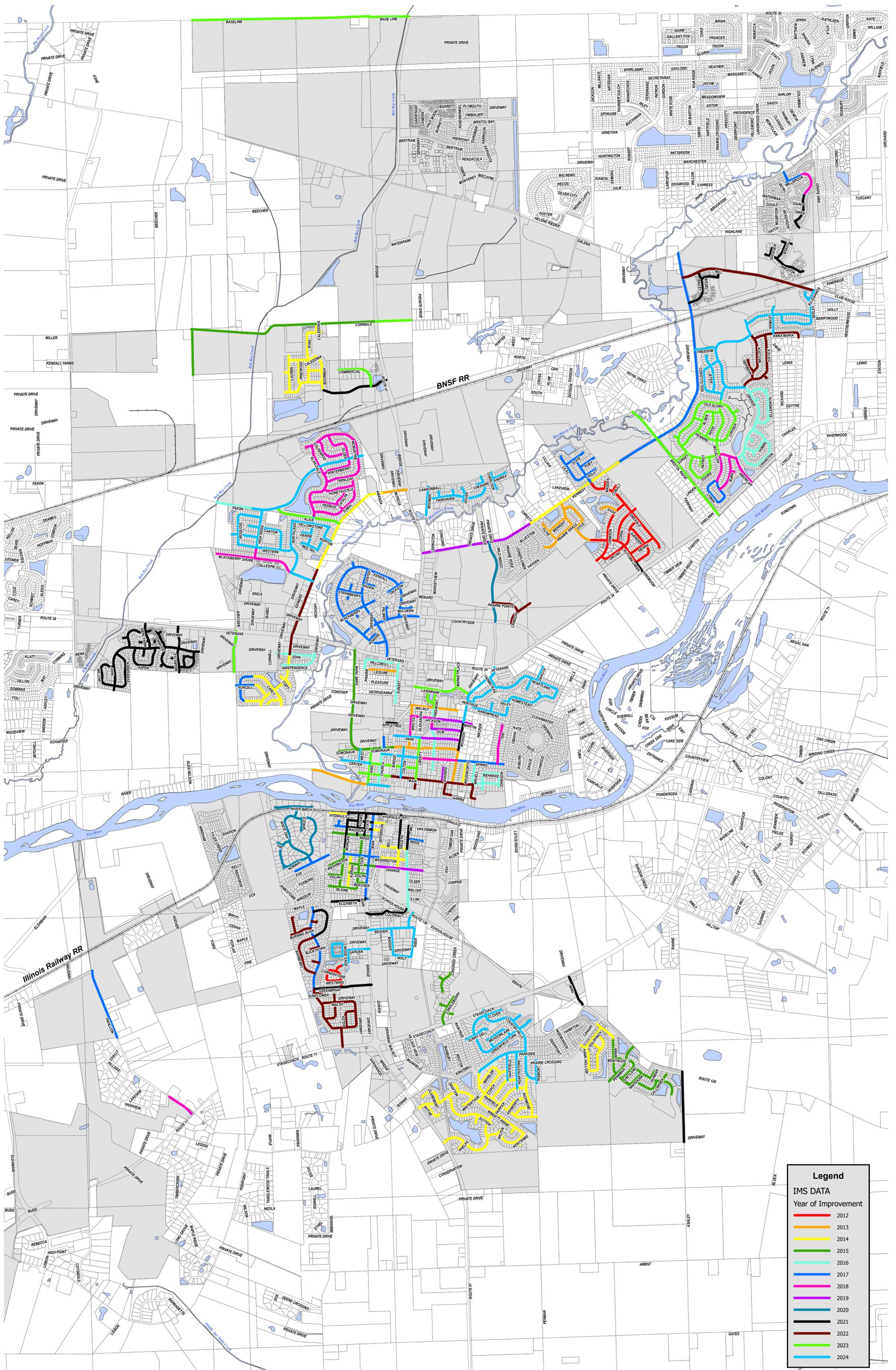
This is the last year of the previously approved paving plan because the City is currently working on obtaining updated roadway scores (0-100) for all city-maintained streets. Staff will be bringing forward an updated 5-Year paving plan for construction years 2026-2030 in January/February 2025.

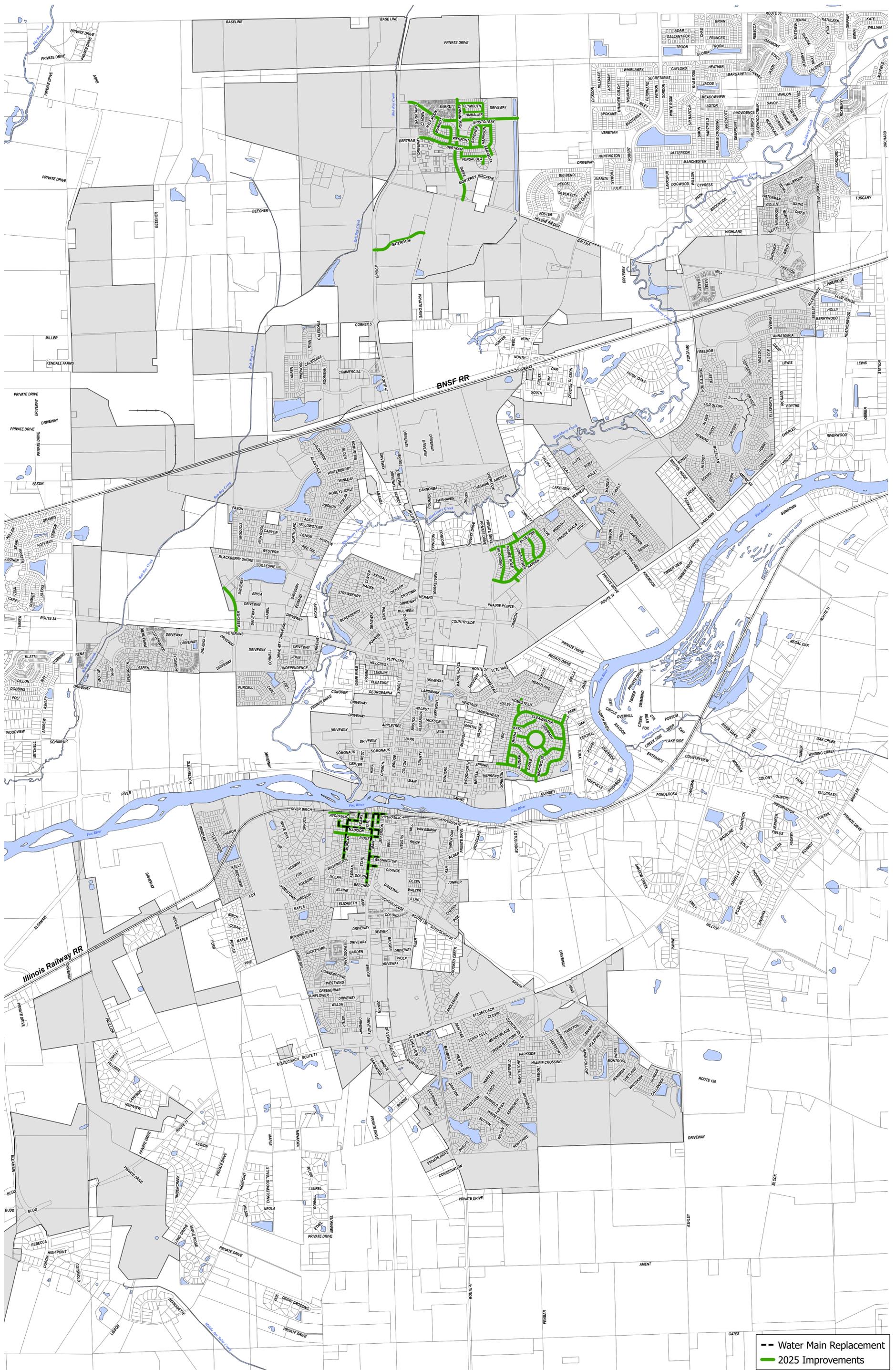
Discussion

The proposed program will consist of an MFT Program and a Locally Funded program, similar to 2024.

Action Requested:

General concurrence from City Council on the proposed 2025 Paving Plan.





-- Water Main Replacement
 — 2025 Improvements



RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2024

PROPOSED RTBR PROGRAM FUNDING

2025 (FY26) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BEECHER ROAD	US ROUTE 34	GILLESPIE LANE	MILL 3", OVERLAY 3"	1,670	11700	100	94	68	84	\$ 286,650
BLUESTEM DRIVE	MCHUGH ROAD	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,721	5,390	100	88	65	82	\$ 156,310
CONEFLOWER COURT	HAYDEN DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	656	1,990	100	93	65	84	\$ 57,710
HAYDEN DRIVE	MCHUGH ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,221	9,305	100	86	68	82	\$ 269,845
PRAIRIE MEADOWS DRIVE	KENNEDY ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	282	815	100	81	66	80	\$ 23,635
PRAIRIE ROSE LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,119	3,230	100	86	69	84	\$ 93,670
SWITCH GRASS LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	994	2,870	100	83	68	82	\$ 83,230
WATERPARK WAY	IL ROUTE 47	EAST END	MILL 3", OVERLAY 3"	1,920	8,150	100	92	72	86	\$ 224,125
WILD INDIGO LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,315	3,800	100	93	68	86	\$ 110,200
AUBURN DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	666	1,930	100	87	76	86	\$ 55,970
BIRCHWOOD DRIVE	SPRING STREET	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,674	4,980	100	80	72	81	\$ 144,420
BLUEJAY DRIVE	BIRCHWOOD DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	361	1,040	100	96	75	87	\$ 30,160
CLEARWATER DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,598	4,970	100	78	74	80	\$ 144,130
DEERPATH DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,145	3,300	100	83	75	84	\$ 95,700
E. SPRING STREET	TERI LANE	CLEARWATER DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	4,152	12,180	100	86	75	84	\$ 353,220
GRACE DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,447	4,180	100	87	72	85	\$ 121,220
KATE DRIVE	CLEARWATER DRIVE	OMAHA DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,054	3,350	100	84	72	84	\$ 97,150
OMAHA DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,952	5,960	100	93	76	85	\$ 172,840
REDWOOD DRIVE	OMAHA DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	587	1,830	100	86	76	85	\$ 53,070
TAUS CIRCLE	REDWOOD DRIVE	REDWOOD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,873	5,400	100	85	75	86	\$ 148,500
BERTRAM DRIVE	WEST END	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,534	10,200	100	83	71	81	\$ 280,500
BISCAYNE LANE	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	180	480	100	85	78	86	\$ 13,920
BRISTOL BAY DRIVE	WEST END	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	4,120	12,950	100	85	69	82	\$ 356,125

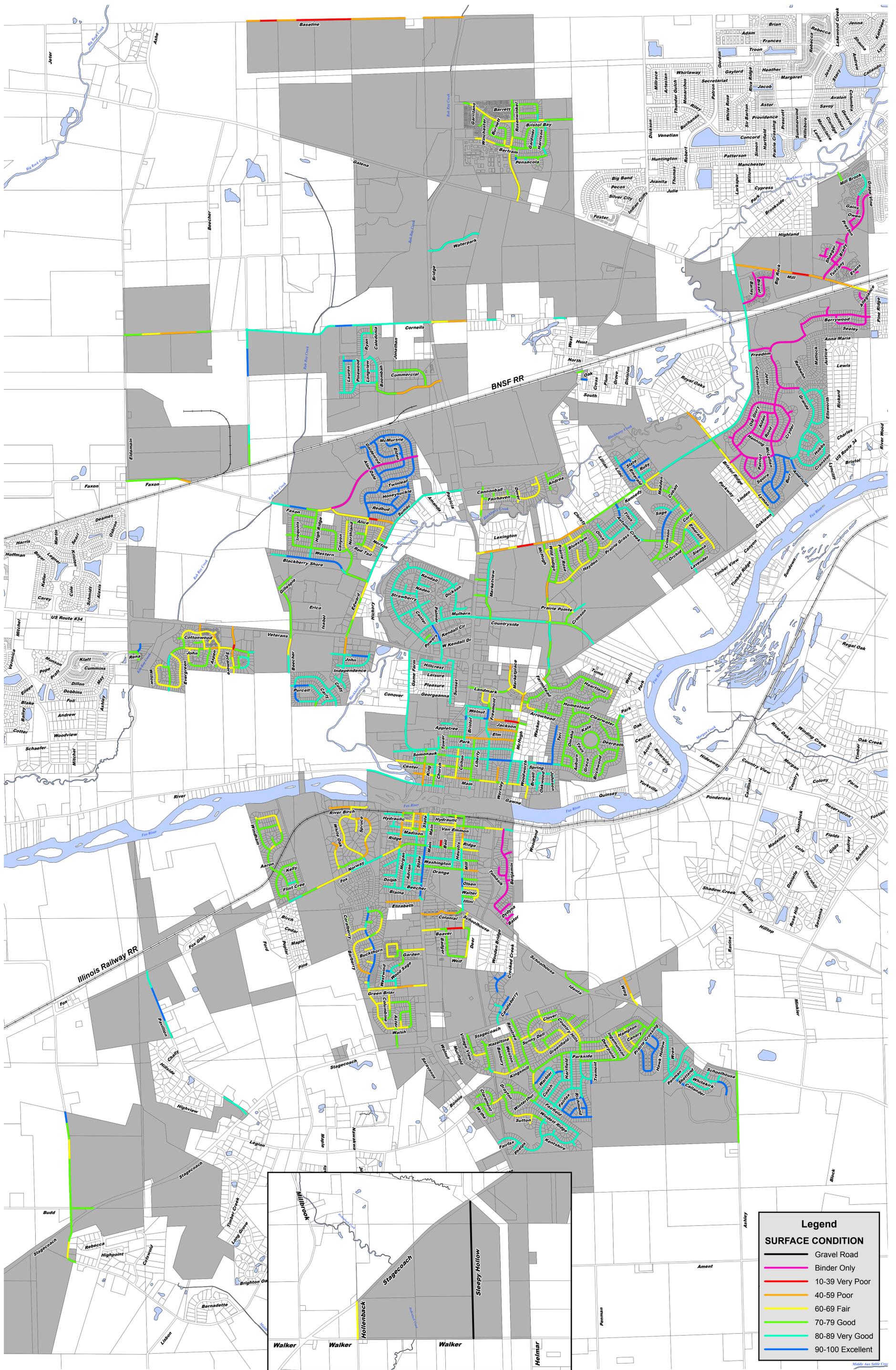
RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2024

BURNETT STREET	BRISTOL BAY DRIVE	MARQUETTE STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,175	3,185	100	68	72	78	\$ 92,365
GARDINER AVENUE	BERTRAM DRIVE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,391	3,710	100	73	71	80	\$ 107,590
HARRISON STREET	GARDINER AVENUE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	797	2,300	100	79	85	85	\$ 66,700
MARQUETTE STREET	BERTRAM DRIVE	BURNETT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,159	3,090	100	80	74	80	\$ 89,610
PENSACOLA STREET	TAMPA DRIVE	SARASOTA AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,105	3,080	100	85	74	84	\$ 89,320
PIERPONT LANE	ROSENWINKEL STREET	GARDINER AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	485	1,400	100	87	69	84	\$ 40,600
PLEASANT COURT	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	315	930	100	85	73	84	\$ 26,970
PLYMOUTH AVENUE	ROSENWINKEL STREET	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,500	4,200	100	80	74	82	\$ 121,800
ROSENWINKEL STREET	GALENA ROAD	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	3,758	11,775	100	91	66	84	\$ 323,813
SARASOTA AVENUE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	331	880	100	73	85	84	\$ 25,520
TAMPA DRIVE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	390	1,040	100	100	75	88	\$ 30,160
TIMBALIER STREET	PLYMOUTH AVENUE	PLYMOUTH AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	980	2,620	100	69	70	78	\$ 75,980
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 200,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 35,000
PAVEMENT REJUVENATION (2024 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 250,000
TOTAL:				9.59	158,210				TOTAL COST:	\$ 5,137,728

RTBR PROGRAM

HEARTLAND CIRCLE SUBDIVISION

BRISTOL BAY SUBDIVISION



Legend	
SURFACE CONDITION	
Black line	Gravel Road
Pink line	Binder Only
Red line	10-39 Very Poor
Orange line	40-59 Poor
Yellow line	60-69 Fair
Green line	70-79 Good
Cyan line	80-89 Very Good
Blue line	90-100 Excellent



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-76

Agenda Item Summary Memo

Title: Public Works Equipment Purchase – Trackless Boom Flail Mower

Meeting and Date: City Council – September 24, 2024

Synopsis: Proposal to purchase a boom flail mower for our trackless utility tractor

Council Action Previously Taken:

Date of Action: PW- 9/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-76

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 23, 2024
Subject: Boom Mower Purchase

Summary

A proposed boom mower attachment purchase for our new Trackless Utility Tractor.

Background

Public Works initially planned to purchase a boom mower in the FY 24 budget. However, we were unable to find one for our John Deere tractor that suited our needs that was within our price range of ~\$35,000. Since that time, we have purchased an additional utility tractor for mowing, leaf removal, and snow removal. In addition to those attachments, there is also a boom mower attachment for the unit.

Since this particular item was expected to be purchased during FY 24, it was not carried forward into the FY 25 budget. Nonetheless, I believe we have the funds to purchase the unit without a budget amendment due to budgetary savings within the Public Works Capital line items for vehicles. Per Finance Director Fredrickson, the original FY 25 budget included the full cost of a single axle dump truck (truck body & chassis) in the amount of \$236,000. However, the City had previously acquired the chassis in a prior fiscal year, so only a new truck body would need to be purchased in FY 25. The resulting budgetary saving of ~\$100,000 will easily cover the proposed boom mower attachment without the need of a budget amendment. Moreover, these budgetary savings will be further enhanced by the recent trackless tractor purchase approved by Council this past July, which came in under budget by \$12,000 (\$250,000 budgeted v. \$238,000 actual).

This mower will be used where it is potentially dangerous to use the traditional mower when the ditches are steep, or in retention areas with sloped banks. This unit will allow the tractor to stay on level ground and reach out 13.5' horizontally, and 53" below ground level. This unit will also allow us to trim back brushy areas with its 13.5' vertical reach as well. Examples of these type of areas are River St., Pavillion Rd., and W. Van Emmon.

Recommendation

Staff recommends the purchase of the boom flail mower from EJ Equipment in the amount of \$39,960. This is a single source bid since it is an attachment made specifically for the trackless tractor. This is not something we could bid on the open market; only Trackless dealers carry these attachments and each dealership has a territory that they sell to.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF A TRACKLESS BOOM FLAIL MOWER
FROM E.J. EQUIPMENT, INC., IN AN AMOUNT NOT TO EXCEED \$39,960.00**

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, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City purchased a Trackless tractor from E.J. Equipment earlier this year, for use by the Public Works department; and

WHEREAS, the City’s Public Works department is in need of a boom flail mower attachment for the Trackless tractor to aid in mowing certain areas that could be dangerous to use a traditional mower on, such as along steep ditches; and

WHEREAS, the City has enough funds in the Fiscal Year 2025 public works budget to provide for the purchase of a boom flail mower attachment without a budget amendment; and

WHEREAS, boom flail mower attachments for Trackless tractors may only be purchased through authorized Trackless dealers; and

WHEREAS, E.J. Equipment, Inc. (the “*Supplier*”), an Illinois corporation, is a supplier of public works vehicles and equipment, and is an authorized Trackless dealer; and

WHEREAS, the Supplier has provided the City with a quote (the “*Quote*”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the provisions of the Quote, the Supplier shall provide the City with a Trackless boom flail mower, for an amount not to exceed \$39,960.00; and

WHEREAS, since it can only be purchased through an authorized dealer, the Trackless boom flail mower cannot be competitively bid; the City has a good relationship with the Supplier; and the Supplier is conveniently located for any potential future maintenance needs; and

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the Trackless boom flail mower from the Supplier in accordance with the provisions of the Quote.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the competitive bidding requirement is waived and the City Administrator is hereby authorized and directed to proceed with the purchase of the boom flail mower attachment, as described in the Quote, from E.J. Equipment, Inc.

Section 3. This Resolution shall be in full force and effect upon 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

E J EQUIPMENT, INC.
 PO Box 665 • 6949 N. 3000 E. Rd.
 Manteno, IL 60950
 PH: (815) 468-0250 • Fax: (815) 468-8055
 www.ejequipment.com



Ship To: IN STORE PICKUP

Invoice To: CITY OF YORKVILLE
 610 TOWER LANE
 YORKVILLE IL 60560

Branch 01 - CENTRAL		Page 1	
Date 08/13/2024	Time 6:28:11 (O)		Estimate No. Q05440
Account No. YORKV001	Phone No. 6305534350	Purchase Order	
Ship Via	Tax ID Number		
ERIC LESAGE			Salesperson S23 / S23

Attention: JOHN SLEEZER

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	QUOTE VALID: 09/12/2024	Amount
TRACKLESS BOOM FLAIL MOWER ONE SET OF DUAL LOADER LUG TIRES & RIMS			39960.00

Subtotal: 39960.00
 Quote Total: 39960.00

Authorization: _____



EQUIPMENT

X

Received By

Trackless
VEHICLES
SUBSIDIARY OF FEDERAL SIGNAL CORPORATION

BOOM FLAIL MOWER

TRACKLESSVEHICLES.COM

Almost every municipality has several areas which are challenging, unsafe or impossible to mow. Ditches, steep inclines, over guard rails and waters-edge cutting become problems of the past once the Boom Flail Mower enters the scene.

The attachment is front-mounted for better visibility compared to side or rear mount boom flails, resulting in less operator fatigue and safer operation. The compact size of the MT and Boom Flail decreases interference with passing traffic compared to larger agricultural-type tractor/mower combinations.

Finally, hydrostatic speed control allows the operator to react to oncoming obstacles for optimum safety and productivity.

CONTACT TRACKLESS TODAY

CALL 519-688-0370

EMAIL info@tracklessvehicles.com

VISIT 55 Thunderbird Drive, PO Box 244,
Courtland ON, Canada N0J 1E0



GENERAL SPECS

WIDTH OF CUT

43.5"; overall width of head
53.5"

HORIZONTAL REACH

13.5' from center of MT to
outside cut

VERTICAL REACH

13.5'

CUTTING BLADES

32

LEVEL GROUND CUTTING COVERAGE

11', starting 5" inside outer tire

BELOW GRADE CUT

53"







Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2024-77

Agenda Item Summary Memo

Title: Gjovik Ford Fleet Maintenance Contract Extension

Meeting and Date: City Council – September 24, 2024

Synopsis: Proposed contract extension with Gjovik ford for fleet maintenance work
on city vehicles.

Council Action Previously Taken:

Date of Action: PW – 9/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-77

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 27, 2024
Subject: Gjovik Ford Contract Extension

Summary

Our fleet maintenance repair contract with Gjovik Ford has expired. Staff is proposing a contract extension.

Background

The City has been utilizing the maintenance services at Gjovik Ford since 2021. During that time, the City has established a good relationship with them and are happy with the service. Deputy Chief Carlyle has been working with the service manager of Gjovik Ford to obtain pricing and determine the length of the contracts with renewals. I have attached his memo outlining the proposed pricing compared to the current contract, and the recommendation from the PD to continue the service with Gjovik. The new term of the contract will be 1 year with ability to renew the contract each year for an additional 3 years. No other terms of the contract will change except dates to make sure everything is current.

If approved, we will have Gjovik draw up a new contract that will reflect the new pricing and term of the contract. We will then double check for accuracy and have a legal review performed before signing.

Recommendation

Staff recommends the approval contract extension with Gjovik Ford with new pricing and term of the contract as outlined by Deputy Chief Carlyle.

Resolution No. 2024-_____

A RESOLUTION APPROVING A PROPOSAL FROM GJOVIK FORD, INC. TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR VEHICLE MAINTENANCE

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’s Municipal Code provides that the City may approve service contracts that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, Gjovik Ford, Inc., of Plano, Illinois (“*Gjovik*”) submitted a proposal to the City, a copy of which is attached hereto, (the “*Proposal*”), for the maintenance of City vehicles for a term commencing upon acceptance and terminating April 30, 2025; and

WHEREAS, Gjovik has performed maintenance service on City vehicles since 2021 and was found to be most reliable and provided excellent service; and

WHEREAS, the prices quoted in said Proposal are deemed to be the most reasonable; and

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to extend the contract with Gjovik as set forth in the Proposal.

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

Section 1. The recitals set for above are incorporated into this Resolution as if fully restated herein.

Section 2. In consideration of the foregoing recitals, the competitive bidding requirement is waived, and the Director of Public Works is hereby authorized and directed to accept said proposal for a term commencing upon acceptance and terminating April 30, 2025.

Section 3. This Resolution shall be in full force and effect upon 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

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GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that the submission of a proposal means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Examination of Proposal Forms, Specifications, and Site

The Bidder shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

2. Scope of Work

The Bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.

3. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us by the date listed in the legal notice and cover page. Any interpretations of the Contract Documents will be made only by addendum and posted on the Demandstar portal. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

4. Completeness

All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Bidder's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Bidder to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Bidder.

5. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Bidder is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Bidder.

6. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Bidder cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

7. Bidder's Qualifications

No award will be made to any Bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City all information and data the City may request for the purpose of investigation.

8. Work Restrictions

The Bidder shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City.

Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

9. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Bidder with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

10. Consideration of Proposal

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The Bidder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

11. Award or Rejection

The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

12. Execution of Contract

The Bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Bidders, including

the specifications, will constitute part of the legal contract between the United City of Yorkville and the Bidder.

13. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the City Council or in the event of default by the Bidder. Default is defined as the failure of the Bidder to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

14. Compliance with All Laws

All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

15. Contract Alterations

No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

16. Nonassignability

The Bidder shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Bidder from his obligations or change the terms of the contract.

17. Execution of Documents

The Bidder, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.
- Proposals received from any listed Bidder in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Bidder shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

18. Default

The City may terminate a contract by written notice of default to the Bidder if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Bidder shall be liable to the City for any excess costs for similar supplies and services unless the Bidder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

19. Inspection

The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Bidder at no

cost to the City.

20. Permits and Licenses

The Bidder and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

21. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Bidder shall notify the City or its designee 48 hours prior to commencement of work.

22. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

23. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before the final payment on the contract is issued.

24. Insurance

- (A) The Bidder shall furnish to the City satisfactory proof of coverage of the insurance requirements stated in the Special Conditions, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (B) If the Bidder shall require subcontractors, if any, not protected under the Bidder's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Bidder.

25. Indemnification

The Bidder shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including

attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

26. General Guarantee

Neither the final certificate of payment nor any provision in the Bidder Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Bidder shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

27. Waiver of Lien

Where applicable a waiver of lien and Bidder's affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

28. Other Entity Use

Although this solicitation is specific to the City, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Bidder and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

SPECIAL CONDITIONS

The City's fleet consists of approximately 50 cars and trucks that would be covered under this maintenance agreement. The goal of the United City of Yorkville is to ensure their safe operation by having an effective preventative maintenance program, including for general repairs. Vehicle & equipment repairs, modification, preventive maintenance inspections and/or other work under this contract shall be performed at the Bidder's site.

The City has established minimum specifications, which include special and specific vehicle maintenance requirements to assure the safe operation of the city's fleet vehicles. The Bidder shall provide industry certified mechanics, shop(s), service trucks, mechanic's tools, lifts, and any waste disposal for vehicle fluids and/or materials, as well as any vehicle fluid spill clean-up as needed for all work performed at the shop. The Bidder shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

These services will continue on each City vehicle covered by this contract until it is disposed of by the City. The City may add vehicles or remove vehicles from its list during the term of this agreement at the discretion of the City. Any vehicles added to the contract shall be offered the same bid prices as in the original bid.

1. Term

The initial contract term shall be thru April 3, 2025. This contract will commence on September 24, 2024. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to the Bidder. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2. Options to Renew

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional three (3) one-year renewals.

Prior to completion of each exercised contract term, the City may consider an adjustment to the price based on the Consumer Price Index (CPI). It is the Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised

option period, the Bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The Bidder adjustment request should not be in excess of the relevant pricing index change. If adjustment request is not received from the Bidder, the City will assume the Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the Bidder decline the City's right to exercise the option period, the City may consider the Bidder in default which may affect the Bidder's eligibility for future contracts.

3. Method of Award

Award of this contract will be made to the lowest responsive, responsible Bidder. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group will be rejected. Failure to perform as noted may result in the Bidder being deemed in breach of contract. The City may terminate the contract for default. The geographic allocation of the proposer's facility will be taken into consideration during the evaluation process.

4. Minimum Requirements

The awarded Bidder must meet the following minimum requirements.

- Must be ASE certified in medium / light duty truck repair and automobiles.
- Have a fully equipped and well-established company as required in this solicitation and which may be verified by on-site inspection within six (6) miles of the City limits.
- Bidder must be able to show a minimum of five (5) years of experience in Fleet Maintenance Repair,
- Facility must provide security in the form of a fenced lot, or inside of a secure building, for no less than four (4) standard sized vehicles simultaneously.
- Must provide at least 3 public or private sector clients' references of clients which

the bidder has provided similar services listed within this bid.

- The Bidder (s) is required to have the capabilities to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing and replacement capabilities.
- Bidder shall perform drug test screening on all employees and provide pass/fail results to the City, upon request.
- The Bidder must be open at a minimum of Monday through Friday from 8am – 4pm with preference given for facilities that also have weekend hours.
- Successful bidder must agree to give preference to Yorkville Police Department vehicles for repairs with a diagnosis and estimate within 24 hours. Repairs must follow as soon as authorization is granted, and parts arrive. No repairs are allowed without prior authorization.
- The Bidder must have a minimum of four (4) full time certified technicians on staff with a minimum of two on duty at all times during normal business hours.
- The Bidder must have at minimum one technician that is certified in transmission repairs.
- The Bidder must remain open all year, no allowance for vacation closure.
- The Bidder must provide timely transportation services for pickup or drop off of vehicles for repair.
- The Bidder will be given preference if they are able to provide free towing services for all City Vehicles within a 10-mile radius of the City limits.

5. Price

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

6. Delivery

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

7. Insurance

Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Independent Bidders
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including

any holdharmless and/or indemnification agreement.

- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the subcontractor(s) to carry insurance as required, and that they will require the subcontractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

A. Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Bidder shall be responsible for securing other acceptable insurance for the coverage specified in this section in order to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

B. Garage Liability coverage

For Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars

(\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

8. Monthly Invoices Payments

Cut-off date is the close of the last business day of the month. Bidder shall submit by the 10th day of the following month Bidder's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Bidder shall submit his application on the next workday.

Bidder is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.

9. Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within 1 calendar day after the City notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within 1 calendar day of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

10. Deficiencies In Work To Be Corrected By The Bidder (Not Under Warranty)

The Bidder shall promptly correct any and all apparent or latent deficiencies and/or

defects in work and/or any work that fails to conform to the contract documents; regardless of the fabrication, installation or completion status of the overall task. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the City's project administrator, who may confirm all such verbal reports in writing. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the City may at its discretion, notify the Bidder in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the City shall place the Bidder on default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing. If the Bidder fails to honor this invoice or credit memo, the City may terminate the contract for default.

A. Delay Penalties:

Should the Bidder fail to make repairs within (5) working days (excluding Saturday, Sunday and Federal Holidays) from the date of the agreement to repair; or fail to supply parts needed to the City or other mutually agreed on repair facility within (5) working days from the date of order; then a delay charge of \$200.00 per day (excluding Saturday, Sunday and Holidays) for each (8) hour day delay or part thereof, exclusive of Saturdays, Sundays and Holidays, shall be charged to the Guaranteed Maximum Cost of Repairs.

11. Labor, Materials, And Equipment Shall Be Supplied By The Bidder

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the warranty. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

12. Labor And Material Charges

The Bidder shall provide the City with labor and materials in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the Bidder shall indicate the cost of this labor and materials on the submittal form included within this solicitation. The Bidder shall not offer an overtime hourly labor rate that exceeds 1 1/2 times the value of the regular hourly labor rate. If non-compliance in either regard is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award. No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty.

13. Materials Shall Be New And Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Bidder at the Bidder 's expense and the contract cancelled or (2) the City may require the Bidder to replace the materials at the Bidder 's expense.

14. Purchase Of Other Items Not Listed Within This Solicitation Based On Price Quotes:

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidder s on the contract, the City representative may also obtain price quotes from these Bidder s. The City reserves the right to award these similar items to the primary contract Bidder , another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

15. Work Acceptance

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. Drug And Alcohol Testing

The Bidder's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Bidder employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Bidder or Bidder employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Bidder of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

1. Scope of Services

Preventative Maintenance (PM) - Scheduled inspection of the vehicle based on either time or mileage. PM's are scheduled for either 3 months or 3,000 miles, whichever comes first. Select vehicles due to their unique service are performed more frequently. A Preventative Maintenance consists of a visual inspection of the vehicle for damage or missing parts, functional testing of components, lubrication, tire rotation, and servicing as needed. The following should be performed:

Component	Action *reflects additional charge over PM rate
Visual inspect vehicle for damage or missing parts	Advise accordingly
Verify function of dashboard warning indicators during prove out (key in crank mode) advise if any warning indicators are continuously on. Record idle miles for Police units	Advise accordingly
Check horn & lights for operation.	*Repair as needed
Tires - Inspect for unusual wear or thread at or below 4/32nd of an inch	*Replace as needed.
Rotate tires (if spare is new, rotate into service) and inflate to manufacturers recommendations	Part of PM
Parking and service brake	Inspect for proper operation and advise accordingly.
Inspect coolant, brake, power steering, transmission, rear axle, and washer fluid.	Top off fluids and advise of any concerns. *Any Level 3 leak, fluid leaking on the ground must be repaired.
Engine oil	Check oil level and condition prior to changing it. Advise of any concerns. Next change oil and filter. Fill to top of full line on dipstick
Check and Adjust Drive Belts	Advise accordingly
Inspect wiper blade and washer pump	*Replace as needed.
Air Filter	*Replace as needed

Battery terminals	Service (part of PM)
Transmission fluid and fuel filter	*Replace at 30,000 mile intervals
Check Engine Cooling System, Hoses And Clamps	*Replace as needed.
Check Exhaust System	Advise accordingly
Check Air Condition System, Freon Level	Advise accordingly

B. TECHNICAL REQUIREMENTS

Replacement Parts – Replacement parts should be New Original Equipment unless noted otherwise or agreed upon for a specific repair or authorized by the City representative. Where an O.E. has multiple lines, the premium line should be used (Example: Motorcraft use Super Duty, AC Delco use OE Service).

Exceptions

1. Motor Oil must be of premium grade and meet Ford Motor Company’s specifications for 5W-20 or 5W-30 Synthetic Blend for gasoline engines and 15W 40 Super Duty for diesel engines. Going forward, manufacturers may switch to a full synthetic. Provision for price adjustments will be noted below.
2. Brakes on Ford Motor Company vehicles should be Motorcraft Super Duty when available or Motorcraft. For marked patrol units use Ford Original Equipment pads, not Motorcraft.
3. Transmission / Rear Axle Fluid / Refrigerant / Brake Fluid – Must be of high quality and meet O.E. manufacturer’s specifications.
4. Wiper Blades – High quality refill (Anco or Trico is acceptable), for GM AC Delco Advantage line is preferred.
5. Misc. supplies – hose clamps, wire connectors, etc. must be of high quality.

Minimum Requirements: Technicians must be certified by either the respective vehicle manufacturer or ASE certified for the repairs being performed.

Bidder must have an ASE Certified Master Mechanic, on staff, for automobile and light trucks, mechanics shall have the following ASE certifications:

- A1 Engine Repair

- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder, under the Bidder's sole direction, and not an employee or agent of the City of Sunny Isles Beach.

Tires – The City purchases Goodyear tires using the State of Illinois Contract and pricing. The facility shall provide tires accordingly, as needed. The city will pay for the mounting, balance, tire valves, and disposal of old tires upon usage at State of Illinois rate. The city will not be responsible for any other fees or charges.

Shop Equipment – The facility shall have sufficient high-quality tools and equipment to service late model vehicles (brake lathe, tire changer, tire balancer, alignment, tire pressure monitor tools, and OBDII diagnostic equipment).

Repairs - Before providing repair work, cost estimates shall be provided to Fleet Management detailing parts and labor required for the repair. No additional repairs will be allowed unless first authorized by Fleet Management.

- If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the City reserves the right to obtain services from another source.
- In no case shall the charge for labor exceed the bid price per hour times the numbers of hours quoted at such time repairs were performed.

2. Hours Of Operation

Bidder shall at a minimum, provide for the operation of the facility six (6) days per week, from 7:30 a.m. to 5:00 p.m. Monday through Friday, 7:30a.m to 12:00 p.m. Saturday except for any federal holidays.

3. Protection

- A. The Bidder shall be solely responsible for City vehicles and equipment while in their possession for maintenance and/or repairs.

- B. Vehicles left at Bidder's facility during non-business hours to complete service must be stored in a secure area.
- C. The Bidder must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4. Estimates

Bidder shall provide written "not to exceed" estimates on any repair. The estimate will include the estimated number of hours, hourly rate, estimated material cost and completion date. It will be the Bidder's responsibility to ensure they have all the equipment and materials to provide accurate estimates. No work shall be performed by the Bidder before authorization is provided by the City Representative.

5. Hourly Rate

The hourly rates quoted shall include full compensation for labor, equipment use, and any other cost to the Bidder.

6. Quality Of Parts To Be Furnished

Parts furnished to the City shall meet or exceed the quality of the parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and / or return of said item. The burden of proof and cost of analysis will be the Bidder's. There will be no reboxing of parts.

Rebuilt / remanufactured parts will have been dismantled and reconstructed as necessary: all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new, rebuilt, or unimpaired used parts; and such other operations performed as are necessary to put the product in sound working condition. Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.

Costs for lubricants, grease, and other similar materials used to maintain or repair city fleet vehicles shall be included in the parts cost incurred by the Bidder and ultimately to be part of the targeted operating budget costs in accordance with the provisions of this agreement.

7. Performance Standards

The Bidder needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Bidder will meet the performance standards noted below during the term of this agreement.

The Bidder will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contactors' control will not relieve the Bidder of meeting these standards.

8. Vehicle Turnaround Time Standards

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicle's delivery to the garage or within 24 hours of notification of maintenance requirements (excluding weekends and non-working holidays):

General Fleet Vehicles	85% of the time
One-Ton or Smaller Vehicles	80% of the time
Larger than One-Ton Vehicles & other specialty equipment)	75% of the time (Includes Construction Equipment & other specialty equipment)

No more than 5% of all vehicles will be out of services for maintenance or repair for more than 48 hours per trip to the garage with the following exceptions:

- Accident or Vandalism Repair: If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of the damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- Vehicles awaiting repair authorization from the City: In cases where the Bidder is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City's authorization to process with the repair.
- Major component overhauls or replacements: Major component overhauls or replacements within the first four (4) months of the initial contract year will require written authorization from the City. The amount of time allowed for these repairs will be decided by the City as a function of the need for the vehicle and the nature of the repair.
- Vehicles Exempted by the City: In instances where the City decides that it would

be in the City's best interest to temporarily waive vehicles turnaround performance standards for all or selected vehicles, the City will provide the Bidder written notification of this decision including specification of the time period for which these standards will be relaxed.

The Bidder is responsible for notifying the representative of user departments by telephone, email or in person when any vehicle will be out-of-service for maintenance or repair for more than 24 hours.

9. Rework

All re-work must be performed within 24 hours after City notification of corrective action.

10. Ad Hoc Reports

The Bidder may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request. In addition, some users may require copies of repair orders when vehicles are picked up to document costs incurred that are eligible for Federal reimbursement. All such requires must go through the City Representative.

PROPOSAL FORMAT

Proposers must submit one (1) completed proposal packet including the entire RFP packet. Be sure that the individual signing the Proposal is authorized to commit the organization to the Proposal as submitted. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format. Failure to submit all documentation in response to items #1 through #9 of this section may result in the proposal being deemed non-responsive and may result in the proposer's bid not being considered, in the City's Sole Discretion.

1. Company Information

- All Proposers must provide the following:
 - Name of Agency/Company (including any "Doing Business As" names)
 - Company Locations.
 - Internet Web Site Address (if any).
 - Details of Entity Business Structure (Corporation, Partnership, LLC).
 - Date Founded.
 - Home office address, telephone number, and local address and phone number.
 - List of any outstanding litigation that would threaten the viability of the bidder or the performance of this contract.
 - Proof of insurance.
 - Indication of how long it would take to implement service after authorized to begin.
 - Hours of operation

2. Qualifications

- Include licenses and certificates such as the ASE Certified Master Mechanic.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand.

3. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project as well as experience and qualifications. The size and experience of the company staff pool from which staff assigned to the contract can be drawn. The composition of the staff team should

include:

- The names of the employees in the area responsible for this contract
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.

4. Proposal Submittal Forms

The following items must be completed and included in proposal submittal:

- Bidder Certifications
- Management Information Sheet
- Price Proposal
- Detail Exception Sheet
- References
- Contract

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

BIDDER CERTIFICATIONS

The undersigned Bidder;

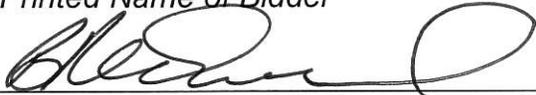
- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Gjovik Ford Inc.

Business Name

Brian Redmond

Printed Name of Bidder



Signature of Authorized Representative

08/29/2024

Date

MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Illinois, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

Gjovik Ford Inc.

Business Name

12950 E US Route 34

Plano, IL 60545

Address

City, State, Zip Code

Brian Redmond

(630)925-7602

Contact Person

Telephone Number

QUESTIONNAIRE:

Number of years company has been in the business of vehicle maintenance and repairs services:	34 Years
Number of repair employees:	11
Hours of operation:	M-F 7:30-6pm
Have you included copies of ASE Certified Master Mechanic certificates for your technicians?	All are Base Certified, Master Certified, or Senoir Master Certified through Ford Motor Company.
Proximity to United City of Yorkville City Hall (800 Game Farm Road)	4 miles
Has your shop ever been a subject of Better Business Bureau action?	No
How many bays are available for vehicles?	18

PRICE PROPOSAL

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON

Preventive Maintenance per Section 3.1

A	Indicate the actual Posted Shop Labor Rate	\$ 189.95
B	Percentage Discount from the Posted Shop Labor Rate	34%
C	Discounted Hourly Shop Labor Rate	\$ 125.00

AND

Percentage Discount off the O.E.M. / MSRP List for parts	Cost + 25%
--	------------

FLAT RATE SERVICES

No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 89.95
E	Alignment of Front and Single Rear Axle (complete)	\$ 139.95
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 60.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 88.00

GROUP #2 - TRUCKS OVER 1½ TON

Preventive Maintenance per Section 3.1

A	Indicate the actual Posted Shop Labor Rate	\$ 209.95
B	Percentage Discount from the Posted Shop Labor Rate	35%
C	Discounted Hourly Shop Labor Rate	\$ 135.00

AND		
Percentage Discount off the O.E.M. / MSRP List for parts		Cost + 25%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 109.95
E	Alignment of Front and Single Rear Axle (complete)	\$ 109.95
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 60.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 88.00

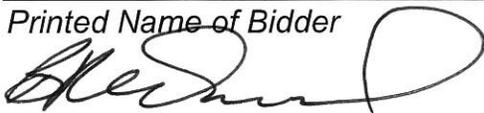
The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Gjovik Ford Inc.

Business Name

Brian Redmond

Printed Name of Bidder



08/29/24

Signature of Authorized Representative

Date

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Kendall County Sheriff's Office

<i>Business Name</i>	
1102 Cornell Lane	Yorkville, IL 60560
<i>Address</i>	<i>City, State, Zip Code</i>
Andy Peters	(630)553-7500 Ext# 1136
<i>Contact Person</i>	<i>Telephone Number</i>
Aug 2017-Present	Fleet maintenance/Warranty Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 2

Little Rock Fox Fire Protection

<i>Business Name</i>	
300 Mitchell Dr.	Plano, IL 60545
<i>Address</i>	<i>City, State, Zip Code</i>
Dave Jordan	(630)669-4984
<i>Contact Person</i>	<i>Telephone Number</i>
March 2005-Present	Fleet Maintenance/Warranty Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 3

Door Distributers

<i>Business Name</i>	
5429 W Roosevelt Rd.	Cicero, IL 60804
<i>Address</i>	<i>City, State, Zip Code</i>
Kevin Holmes	(708)780-0777
<i>Contact Person</i>	<i>Telephone Number</i>
June 2018-Present	Fleet Maintenance and Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

CONTRACT

This **CONTRACT** ("Contract") made and entered into this 24th day of September 2024, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and Gjovik Ford Inc. _____, hereinafter referred to as the "Bidder" and its successors.

WITNESSETH:

WHEREAS, the City has solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fleet Maintenance Services.

WHEREAS, the City has found that the Bidder is the lowest responsible Bidder for said work and has awarded the Bidder this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Bidder agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the work in accordance with the specifications, conditions, and prices stated in the proposal packet.
2. The City will pay the Bidder in the amounts, manner and at times as set forth in the Contract Documents.

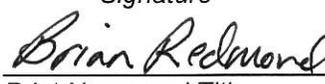
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE:

By: _____
Mayor

CONTRACTOR:

By: 
Signature

 Service Director
Print Name and Title

Attest:

City Clerk

Witness:


Witness



Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: 08/16/2024
To: Director Eric Dhuse
From: Deputy Chief Garrett Carlyle
Reference: FY26 Vehicle Maintenance Contract – Gjovik Ford

Mr. Dhuse,

We are currently working under an expired contract (expired April 2024) with Gjovik Ford (12950 E. US Route 34, Plano, IL) regarding fleet maintenance. The existing contractual pricing will be honored by Gjovik Ford until completion of any extensions to the contract. I have worked with Service Director Brian Redmond to agree upon potential service pricing with an effective date good through 04/30/2025 with availability for 3 additional annual renewals. Attached to this memorandum are the proposed rate agreements for FY26 (Attachment #1). To summarize the proposed changes, please refer to the below chart. All other contractual facts will remain the same unless otherwise noted in Attachment #1.

Group #1 - Cars and Trucks up to 1 1/2 ton			
	Current	Proposed	Percent Change
Posted Shop Rate	\$180.00	\$189.95	5.5
Percent Discount	45%	45%	
Discount Shop Rate	\$99.00	\$125.00	26.3
Parts	28.5% Off	Cost + 25%	
Flat Rate Services			
	Current	Proposed	Percent Change
Front Alignment	89	89.95	1.1
Rear Alignment	109	139.95	28.4
Oil Change	55	60	9.1
Synthetic Oil	80	88	10.0
Group #2 Trucks over 1 1/2 ton			
	Current	Proposed	Percent Change
Discounted Shop Rate	108	135	25.0
Parts	28.5% Off	Cost +25%	
Front Alignment	\$109.00	\$109.00	0.0
Rear Alignment	\$109.00	\$109.00	0.0
Oil Change	\$55.00	\$60.00	9.1
Synthetic Oil	\$80.00	\$88.00	10

Although labor rates are increasing, the overall cost of service remains less than other certified Ford maintenance options (such as Riverview Ford). It is my recommendation we continue with Gjovik Ford as the vehicle maintenance provider for the upcoming contractual period. I believe having certified mechanics capable of working on multiple issues from the same facility has been beneficial for our agency. In our experience Gjovik's has been timely and efficient in keeping our fleet running. The proximity to our department and availability of porters has helped downtime stay at a minimum. I believe this is our best option when considering total service, ease of use, and cost effectiveness.

Respectfully,
Mitchell G. Carlyle

GJOVIK FORD Inc.

12950 East US Route 34
Plano, IL 60545

Visit us online at:
gjovikford.com

Tel (630)552-8058
Fax (630)925-7575

March 25, 2021

Ms Carri Parker
Purchasing Manager
United City of
Yorkville, IL

Re: Bid for Vehicle
Maintenance Services

Dear Ms Parker,

In response to the City of Yorkville's Request for a Proposal, attached hereto please find the Contract Bid of Gjovik Ford, Inc. to perform vehicle maintenance services on the City of Yorkville's fleet of vehicles.

Thank you for your consideration on this matter. If you need any additional information in order to evaluate our Bid, please feel free to let us know.

Yours very truly,



Scott J. Gjovik,
President
Cell: 1 (630) 675-6113
Direct: 1 (630) 925-7570
E-mail: sgjovik@gjovikford.com

1. Company Information

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 1 - Company Information

Name of Company - Gjovik Ford, Inc.

Location - 12950 E US Rte 34
Plano, IL 60545

Website URL - www.gjovikford.com

Business Structure - an Illinois Corporation

Date Founded - May of 1990

Telephone Number - 1 (630) 552-8058

There is no outstanding litigation that would threaten the viability of the Company or its ability to fulfill its obligation under this Contract.

Proof of Insurance - See attached Certificate listing the Company's liability insurance coverages. A Certificate of coverage naming the City as an additional insured is available upon request.

The Company can commence providing the services included in this Contract immediately upon acceptance of this Bid by the City.

<u>Hours of Operation</u>	<u>Service</u>	<u>Mon – Fri</u>	<u>Saturday</u>
		7:30AM – 6PM	Closed
	Business Office	Mon – Fri 8AM – 5PM	Saturday Closed
	Sales Dept	Mon – Fri 9AM – 8PM	Saturday 9AM – 6PM



GJOVFOR-01

KSZATKO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

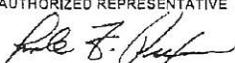
PRODUCER Corkill Insurance Agency 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME: PHONE (A/C, No, Ext): (847) 758-1000 E-MAIL ADDRESS:	FAX (A/C, No): (847) 758-1200
	INSURER(S) AFFORDING COVERAGE	
INSURED Gjovik Ford, Inc. 12950 E US Route 34 Plano, IL 60545	INSURER A : Erie Insurance Exchange NAIC # 26271	
	INSURER B : Flagship City Insurance Co. 35585	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROP <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> THIRD PARTY GARAGE LIABILITY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q04-0181549	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Q28-0173493	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A If yes, describe under DESCRIPTION OF OPERATIONS below			Q88-5103132	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garagekeepers			Q04-0181549	4/1/2020	4/1/2021	ALS for both locas
A	Business Pers Prop			Q40-0156785	4/1/2020	4/1/2021	\$2,500 Ded (SPC Form) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Account #0817680-001
 Canon Financial Services is Named as Loss Payee with regards to leased equipment.

CERTIFICATE HOLDER Canon Financial Services PO Box 5008 Mt. Laurel, NJ 08054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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2. Qualifications/Proposed Services

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 - Qualifications

Attached hereto please find a detailed list of the training certifications from Ford for the Company's parts and service team that will be performing the Company's obligations under this Contract, namely:

- a) Darrell Long, Service Director, with 25 Ford certifications;
- b) Sheri Schwingle, Service Manager, with 11 Ford certifications;
- c) Roel Ybarra, Service Manager, with 4 Ford certifications;
- d) Jay Wynn, Technician, with 16 Ford certifications;
- e) Andrew Bormet, Technician, with 19 Ford certifications;
- f) Josh Teusink, Technician, with 13 Ford certifications;
- g) Donald Pitkins, Technician, with 13 Ford certifications;
- h) Erik Hegland, Technician, with 14 Ford certifications;
- i) Steve Oleksy, Technician, with 34 Ford certifications;
- j) Brian Palmgren, Parts Director, with 8 Ford certifications; and
- k) Jack Gruskovak, Ass't Parts Manager, with 3 Ford certifications

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Long, Darrell K
STARS ID: 000348584

[Show Filter Options](#)

[Manage Certifications](#)

25 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Phone Operator/Receptionist Recommended Training		Expired	26-Sep-2014	
Actions	Mobile Service Technician		Assigned	25-Feb-2020	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	13-Jan-2021	
Actions	Warranty Administrator Master Certified - Level 3	Yes	Certified	26-May-2018	
Actions	Service Manager Master Certified - Level 3		Certified	20-Nov-2020	
Actions	Service Advisor Master Certified-Level 3		Certified	20-Nov-2020	
Actions	Commercial Service Mgr. Master Certified - Level 3		Certified	21-Nov-2020	
Actions	Customer Relations Manager Master Cert. - Level 3		Certified	30-Mar-2018	
Actions	Warranty Administrator Base Certified - Level 2		Certified	30-Mar-2018	
Actions	Service Manager Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Quick Lane Manager Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Quick Lane Advisor Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Commercial Service Mgr. Base Certified - Level 2		Certified	21-Nov-2020	
Actions	Commercial Service Adv. Base Cert. - Level 2		Certified	21-Nov-2020	
Actions	Customer Relations Manager Base Cert. - Level 2		Certified	30-Mar-2018	
Actions	Warranty Administrator Fundamentals Certified - Level 1		Certified	30-Mar-2018	
Actions	Service Manager Fundamentals Certified - Level 1		Certified	11-Nov-2015	
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	30-Sep-2014	
Actions	Quick Lane Technician Fundamental-Level 1		Certified	18-Jan-2018	

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Quick Lane Manager Fundamentals Certified - Level 1		Certified	18-Jan-2018	
Actions	Quick Lane Advisor Fundamentals Certified - Level 1		Certified	18-Jan-2018	
Actions	Commercial Service Mgr. Fundamentals Cert.-Level 1	Yes	Certified	07-May-2015	
Actions	Commercial Service Adv. Fundamentals Cert.-Level 1	Yes	Certified	30-Sep-2014	
Actions	Customer Relations Manager Fund. Cert. - Level 1		Certified	30-Mar-2018	

25 records found, displaying all records

1

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01573
STARK FORD, INC.
LONG, BARBARA K
000348584

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Schwingle, Sheri
STARS ID: 001998059

[Show Filter Options](#)

[Manage Certifications](#)

11 records found, displaying all records

1

Actions	Certification Title	<u>New Requirement</u>	Status	Status Date	Evaluation Required
Actions	Warranty Administrator Master Certified - Level 3	Yes	Expired	16-Nov-2017	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Expired	16-Sep-2020	
Actions	Commercial Service Adv. Base Cert. - Level 2		Expired	17-Nov-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	19-Jan-2021	
Actions	Service Advisor Master Certified-Level 3		Certified	19-Jan-2021	
Actions	Warranty Administrator Base Certified - Level 2		Certified	08-Oct-2012	
Actions	Warranty Administrator Fundamentals Certified - Level 1		Certified	01-Aug-2012	
Actions	Service Manager Fundamentals Certified - Level 1		Certified	06-Sep-2012	
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	26-Nov-2014	
Actions	Commercial Service Mgr. Fundamentals Cert.-Level 1	Yes	Certified	30-May-2019	
Actions	Commercial Service Adv. Fundamentals Cert-Level 1	Yes	Certified	30-May-2019	

11 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Ybarra, Roel
STARS ID: 002787398

[Show Filter Options](#)

[Manage Certifications](#)

4 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	19-Jul-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	11-Aug-2020	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	23-Aug-2020	
Actions	Service Advisor Master Certified-Level 3		Certified	03-Dec-2020	

4 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Wynn Iii, Arthur
STARS ID: 000565154

[Show Filter Options](#)

[Manage Certifications](#)

16 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Automatic Transmission - 37		Assigned	20-Apr-2006	
Actions	Manual Transmission and Drivetrain - 36		Certified	04-Jan-2014	
Actions	2021 Engine Master		Certified	04-Jan-2021	
Actions	2021 Chassis Master		Certified	04-Jan-2021	
Actions	Diesel Engine Repair - 52		Certified	30-Nov-2007	
Actions	Diesel Engine Performance - 51		Certified	23-May-2019	
Actions	High Voltage Systems - 43	Yes	Certified	02-Oct-2020	
Actions	Technician Fundamentals - 40		Certified	13-Jun-2014	
Actions	Electronic Systems - 39		Certified	29-Apr-2015	
Actions	Brakes - 38		Certified	04-Oct-2012	
Actions	Climate Control - 35		Certified	14-Jan-2016	
Actions	Electrical Systems - 34		Certified	04-Oct-2012	
Actions	Steering and Suspension - 33		Certified	04-Oct-2012	
Actions	Gasoline Engine Repair - 32		Certified	04-Oct-2012	
Actions	Gasoline Engine Performance - 31		Certified	21-Aug-2020	
Actions	New Model Training Courses - 30		Certified	21-Oct-2020	

16 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Bormet, Andrew R
STARS ID: 000892780

[Show Filter Options](#)

[Manage Certifications](#)

19 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	High Voltage Systems - 43	Yes	Expired	12-Jan-2021	
Actions	Diesel Engine Performance - 51		Assigned	13-Oct-2014	
Actions	Technician Fundamentals - 40		Certified	13-Dec-2014	
Actions	2021 Senior Master Technician		Certified	04-Jan-2021	
Actions	2021 Engine Master		Certified	04-Jan-2021	
Actions	2021 Drivetrain Master		Certified	04-Jan-2021	
Actions	2021 Chassis Master		Certified	04-Jan-2021	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	20-Oct-2020	
Actions	Diesel Engine Repair - 52		Certified	18-Dec-2011	
Actions	Electronic Systems - 39	Yes	Certified	07-Oct-2019	
Actions	Brakes - 38		Certified	30-Oct-2012	
Actions	Automatic Transmission - 37		Certified	21-Aug-2020	
Actions	Manual Transmission and Drivetrain - 36		Certified	14-Jun-2016	
Actions	Climate Control - 35	Yes	Certified	14-Jan-2016	
Actions	Electrical Systems - 34		Certified	03-Apr-2018	
Actions	Steering and Suspension - 33		Certified	08-Mar-2017	
Actions	Gasoline Engine Repair - 32		Certified	30-Oct-2012	
Actions	Gasoline Engine Performance - 31		Certified	21-Aug-2020	
Actions	New Model Training Courses - 30	Yes	Certified	21-Oct-2020	

19 records found, displaying all records

1

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Certification Summary

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Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Teusink, Joshua
STARS ID: 002389656

[Show Filter Options](#)

[Manage Certifications](#)

13 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Diesel Engine Repair - 52		Assigned	20-May-2016	
Actions	Diesel Engine Performance - 51		Assigned	20-May-2016	
Actions	Electronic Systems - 39	Yes	Assigned	12-Oct-2018	
Actions	Automatic Transmission - 37		Assigned	20-May-2016	
Actions	Manual Transmission and Drivetrain - 36		Assigned	20-May-2016	
Actions	Gasoline Engine Performance - 31		Assigned	20-May-2016	
Actions	Gasoline Engine Repair - 32		Certified	07-Sep-2018	
Actions	Climate Control - 35		Certified	24-Jul-2018	
Actions	Brakes - 38		Certified	23-Oct-2019	
Actions	Technician Fundamentals - 40		Certified	01-Dec-2019	
Actions	Electrical Systems - 34		Certified	04-Apr-2018	
Actions	Steering and Suspension - 33		Certified	21-Oct-2018	
Actions	New Model Training Courses - 30		Certified	04-Jan-2021	

13 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Pitkins, Donald J
STARS ID: 000354414

[Show Filter Options](#)

[Manage Certifications](#)

13 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	New Model Training Courses - 30	Yes	Expired	17-Dec-2019	
Actions	Electronic Systems - 39	Yes	Expired	07-Jan-2020	
Actions	Brakes - 36		Expired	07-Jan-2020	
Actions	Climate Control - 35	Yes	Expired	07-Jan-2020	
Actions	Electrical Systems - 34		Expired	07-Jan-2020	
Actions	Steering and Suspension - 33		Expired	07-Jan-2020	
Actions	Manual Transmission and Drivetrain - 36		Assigned	20-Apr-2006	
Actions	Diesel Engine Repair - 52		Assigned	20-Apr-2006	
Actions	Diesel Engine Performance - 51		Assigned	20-Apr-2006	
Actions	Automatic Transmission - 37		Assigned	20-Apr-2006	
Actions	Gasoline Engine Repair - 32		Assigned	20-Apr-2006	
Actions	Gasoline Engine Performance - 31		Assigned	20-Apr-2006	
Actions	Technician Fundamentals - 40		Certified	13-Dec-2014	

13 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Hegland, ErIk
STARS ID: 002133181

[Show Filter Options](#)

[Manage Certifications](#)

14 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	High Voltage Systems - 43	Yes	Expired	12-Jan-2021	
Actions	Gasoline Engine Performance - 31		Expired	14-Jan-2020	
Actions	New Model Training Courses - 30	Yes	Expired	17-Dec-2019	
Actions	Diesel Engine Performance - 51		Assigned	13-Jan-2014	
Actions	Automatic Transmission - 37		Assigned	13-Jan-2014	
Actions	Manual Transmission and Drivetrain - 36		Assigned	13-Jan-2014	
Actions	Electronic Systems - 39	Yes	Certified	27-Jul-2017	
Actions	Diesel Engine Repair - 52		Certified	10-Jun-2017	
Actions	Technician Fundamentals - 40		Certified	03-Feb-2014	
Actions	Brakes - 38		Certified	21-Sep-2017	
Actions	Climate Control - 35	Yes	Certified	25-Jun-2017	
Actions	Electrical Systems - 34		Certified	08-Nov-2014	
Actions	Steering and Suspension - 33		Certified	11-Jan-2017	
Actions	Gasoline Engine Repair - 32		Certified	10-Jun-2017	

14 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Oleksy, Steven M
STARS ID: 002645059

[Show Filter Options](#)

[Manage Certifications](#)

34 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	FACT Certification		Expired	17-Oct-2020	
Actions	Electronic Systems Specialist - FACT		Expired	19-Mar-2021	
Actions	Climate Control Specialist - FACT		Expired	17-Oct-2020	
Actions	Gasoline Engine Performance - 31		Expired	14-Jan-2020	
Actions	Mobile Service Technician		Assigned	12-Jun-2020	
Actions	Tire Pro Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	Service Excellence Technician Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	Quick Lane Tire Pro Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	FCS Powertrain Technician		Assigned	07-Dec-2019	
Actions	FCS Maintenance Technician		Assigned	07-Dec-2019	
Actions	FCS Master Technician		Assigned	07-Dec-2019	
Actions	FCS Electrical Diagnosis Technician		Assigned	07-Dec-2019	
Actions	Automatic Transmission - 37		Assigned	07-Dec-2019	
Actions	Manual Transmision and Drivetrain - 36		Assigned	07-Dec-2019	
Actions	Technician Fundamentals - 40		Certified	24-Oct-2018	
Actions	Quick Lane Technician Master-Level 3		Certified	24-Jul-2019	
Actions	Diesel Engine Repair Specialist - FACT		Certified	28-Jul-2020	
Actions	Quick Lane Technician Base-Level 2		Certified	07-Jan-2019	
Actions	Brakes Specialist - FACT		Certified	08-Dec-2019	
Actions	Diesel Engine Performance Specialist - FACT		Certified	24-Jul-2019	
Actions	Electrical Systems Specialist - FACT		Certified	01-Feb-2020	
Actions	Steering and Suspension Specialist - FACT		Certified	24-Jul-2019	
Actions	Gasoline Engine Repair Specialist - FACT		Certified	28-Jul-2020	
Actions	Gasoline Engine Performance Specialist - FACT		Certified	07-Dec-2019	
Actions	Quick Lane Technician Fundamental-Level 1		Certified	17-Nov-2018	
Actions	Lincoln Pre-Delivery Inspection - 60		Certified	17-Nov-2018	
Actions	Diesel Engine Repair - 52		Certified	24-Jul-2019	
Actions	Diesel Engine Performance - 51		Certified	24-Jul-2019	
Actions	Brakes - 38		Certified	24-Jul-2019	
Actions	Climate Control - 35	Yes	Certified	24-Jul-2019	

<u>Actions</u>	<u>Certification Title</u>	<u>New Requirement</u>	<u>Status</u>	<u>Status Date</u>	<u>Evaluation Required</u>
Actions	Electrical Systems - 34		Certified	24-Jul-2019	
Actions	Steering and Suspension - 33		Certified	24-Jul-2019	
Actions	Gasoline Engine Repair - 32		Certified	24-Jul-2019	
Actions	New Model Training Courses - 30	Yes	Certified	21-Oct-2020	

34 records found, displaying all records

1

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01583
 GEORGE FORD, INC
 OLESKY, STEVEN M.
 002645059 (Cont'd)

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Palmgren, Brian
STARS ID: 000322924

[Show Filter Options](#)

[Manage Certifications](#)

8 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Commercial Parts Manager Fundamentals Certified - Level 1		Certified	30-Mar-2017	
Actions	Parts Counterperson Fundamentals Cert. - Level 1		Certified	14-Dec-2011	
Actions	Commercial Parts Counterperson Base Certified - Level 2		Certified	30-Mar-2017	
Actions	Commercial Parts Manager Base Certified - Level 2		Certified	30-Mar-2017	
Actions	Parts Counterperson Base Certified - Level 2		Certified	26-Oct-2016	
Actions	Parts Manager Base Certified - Level 2		Certified	27-Jun-2007	
Actions	Commercial Parts Manager Master Certified - Level 3		Certified	30-Mar-2017	
Actions	Parts Manager Master Certified - Level 3		Certified	06-Nov-2009	

8 records found, displaying all records

1

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Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovlk Ford, Inc.
Employee Name: Gruskovak, Jack W
STARS ID: 000348682

[Show Filter Options](#)

[Manage Certifications](#)

3 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Parts Counterperson Fundamentals Cert. - Level 1		Certified	23-Aug-2007	
Actions	Parts Counterperson Base Certified - Level 2		Certified	23-Mar-2007	
Actions	Parts Counterperson Master Cert.- Level 3		Certified	04-Nov-2011	

3 records found, displaying all records

1

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Item 2 – Proposed Services (cont'd)

Attached hereto is a description of the Preventative Maintenance Services and Checklists that the Company shall provide to the City for its vehicles. Such services shall be provided by the Company only to the extent that they are consistent with the vehicle maintenance requirements established from time to time by the City. Also attached hereto are additional benefits and services which can be provided by the Company to the City on the maintenance of its vehicles under this Contract at NO ADDITIONAL CHARGE if requested by the City.

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services,
with Checklists, to be Performed by the Company
on the City's Vehicles under the Contract

Preventive Maintenance Service Checklist: A preventative maintenance checklist shall be completed by the technician and attached to the invoice submitted to the Sheriff's Office for every vehicle serviced. The technician should include observations and explanations for any further needed repairs. The checklist shall address all of the following items:

1. Preventative Maintenance Checklist:

All preventative maintenance checks/inspections shall be conducted in accordance with original equipment manufacturer (OEM) specifications and recommendations. The below lists are not all inclusive and shall only be utilized as a guideline for vehicle inspections and items to be inspected or maintained.

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all factory installed directional signals and lights. This will include interior and exterior lights, however exclude all aftermarket police/emergency vehicle lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all OEM interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water, remove and clean the battery cables and terminals if necessary.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil and filter every 6,000 miles
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.

Bid of
Gjovik Ford, Inc.
Dated: March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services,
with Checklists, to be Performed by the Company
on the City's Vehicles under the Contract (Cont'd)

22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for le
24. Lubricate (when required) and give suspension system "look and shake" inspection. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows milcage of next service due (or as specified by owner's manual if under warranty). The sticker should be placed on windshield.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.
28. The technician must complete the comments section to explain any needed repairs or observations for all above items.

2. 50,000 mile service Checklist:

1. Preventative Maintenance ("PM") checklist items 1-9.
2. Perform a pressure check of the coolant system for leaks.
3. Change the air and fuel filters.
4. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
5. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
6. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
7. Drain coolant system and perform back flush to system. Replace coolant.
8. Remove thermostat and gasket and replace with new OEM or better quality part.
9. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
10. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.
11. The technician must complete the comments section to explain any needed repairs or observations for all above items.

3. 100,000 mile service Checklist:

1. PM checklist items 1-9 and 50,000 mile service checklist items.
2. When applicable, replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
3. Drain coolant system and perform back flush to system. Replace coolant.
4. Remove thermostat and gasket and replace with new OEM or better quality part.
5. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
6. The technician must complete the comments section to explain any needed repairs or observations for all above items.

Bid of
Gjovik Ford, Inc.
Dated: March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 - Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge

1. If requested by the City, the Company shall, at NO CHARGE, use qualified drivers to pick-up and drop-off to and from the City's main facility at 800 Game Farm Road, Yorkville, IL all City vehicles to be serviced by the Company.
2. In lieu of state contract pricing, if requested by the City, the Company shall provide tires to the City at its cost plus \$15.00 per tire. Most of these tires would be in the Company's current tire inventory or would be available on the same or next day. If requested by the City, the Company shall maintain and store, on its premises, the tire inventory for the City's vehicles.
3. If requested by the City, the Company shall, at NO CHARGE, wash all City vehicles serviced by the Company before returning them to the City.
4. If requested by the City, an inspection-based Vehicle Check-Up Report Card together with a Schedule of Ford Recommended Future Maintenance Services shall be provided, at NO CHARGE, to the City for each Ford vehicle on all maintenance visits. These reports and schedules will allow the City to plan and budget for its current and future fleet maintenance needs. These reports and schedules shall also assist the City in ensuring that all the factory recommended maintenance services are being performed on their Ford vehicles on a timely basis.
5. Todd O'Reilly, the Company's General Manager, and Darrell Long, the Company's Service Director, shall be jointly designated as the account managers for the City with 24/7 availability by cell phone or by direct line or by e-mail as follows:

Todd O'Reilly
Cell No: 1 (847) 970-8022
Direct Line: 1 (630) 925-7617
E-mail: toreilly@gjovikford.com

Darrell Long
Cell No: 1 (815) 666-6406
Direct Line: 1 (630) 925-7602
E-mail: dlong@gjovikford.com

If requested by the City, the Company shall also establish a dedicated e-mail address for the City for the exclusive use by the City to expedite direct communication to the Company. This dedicated e-mail address is: cityofyorkville@gjovikford.com

Item 2 Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge. (Cont'd)

6. AT NO CHARGE, the Company shall use its best efforts to provide the City with "after-warranty" financial assistance from Ford on major repairs to the City's vehicles in accordance with guidelines established by Ford from time to time for its best commercial fleet customers utilizing the Company's excellent relationship with Ford.
7. AT NO CHARGE, Ford shall provide the City with a 2 year limited warranty, with unlimited mileage covering defects on most Ford parts that are installed by the Company on the City's vehicles
8. The Company maintains a fleet of over 40 new or near new Ford service loaner vehicles, including cars, SUVs, pickups and vans, which are available to City personnel, if requested, at NO CHARGE, for non-patrol use while their City vehicles are being repaired by the Company.
9. At the election of the City, the Company shall sell the City any Extended Service Plan available from Ford on eligible City vehicles at a price equal to the Company's cost from Ford for such plan plus a \$149.00 processing fee per plan. At the option of the City, the Company shall provide the City with a brief description of the Extended Service Plans available to the City from Ford on its vehicles together with the cost to the City for such plans.

3. Staffing

Item 3 Staffing

The Company has been an award-winning Ford dealership providing the highest levels of customer service and customer satisfaction since 1990. The Company currently operates from a brand new, state-of-the-art facility of approximately 33,800 square feet with the latest in service equipment and technology. The Company's new service department and its highly skilled Technicians are capable of working on any vehicle up to a series 750, 4-ton Medium Duty Truck. The Company is also the current holder of the President's Award from Ford, the most prestigious honor granted to a Ford dealership each year that recognizes outstanding achievement in sales, service, customer satisfaction and facility.

The Company also has a large, professional, experienced and highly qualified service, parts and management staff that is dedicated to perform the obligations of the Company under this Contract in a world class manner. In addition to their training certifications set forth in item 2 above, the background and experience of the entire parts and service staff is summarized below.

Todd O'Reilly became the General Manager of the Company in February of 2020. He currently oversees all of the sales, service and parts operations of the Company including, without limitation, the activities of the Company's Service Director, Darrell Long, and the activities of the Company's Parts Director, Brian Palmgren. Todd is also one of the designated account managers for the City of Yorkville under this Contract. Todd has 47 years of experience working at several large auto and truck dealerships in various positions in the sales, service and parts departments. Since 1983, Todd has been an award-winning, General Manager, or Executive Manager, for several large Ford and GM dealership groups where he effectively managed many large fleet and commercial truck departments. From 1993 to 2018, Todd was an award-winning Executive Manager and a significant owner of Al Piemonte Ford Sales in Melrose Park, IL. While there, he was instrumental in building the dealership into the largest commercial fleet dealership in the USA with many large government and non-government commercial fleet customers. Since 1983, Todd has also significantly increased the sales and service operations of each of the dealerships he has managed as General Manager or Executive Manager. He has also successfully raised the quality of the customer service provided by these dealerships to the highest, award-winning levels.

Darrell Long is the award-winning Service Director of the Company. He oversees and manages all employees of the Company's service department including all service managers, service advisors, warranty administrators, technicians and porters. He also dispatches all service work to the Company's technicians. Darrell is also the principal liaison between Company, Ford and the Company's service customers. Darrell is also one of the designated account manager's for the City of Yorkville under this Contract. Darrell has over 44 years of experience at several Ford auto and truck dealerships as a Ford technician, service advisor, parts manager, service manager and service director. Darrell has worked as an award-winning service manager and service director at the Company for 4 years. Darrell has also attained the 25 certifications from Ford that are detailed in item 2 above.

Item 3 Staffing (cont'd)

Sheri Schwingle and Roel Ybarra are award-winning service managers at the Company. They will handle all of the vehicle repair and maintenance requests of the City personnel under the Contract.

Sheri Schwingle has over 30 years of experience at several auto dealerships as a service advisor, warranty administrator and service manager. Sheri has worked as an award-winning service manager at the Company for the last 9 years. Sheri has also attained the 11 certifications from Ford that are detailed in Item 2 above. Roel Ybarra is a Naval Lieutenant Commander with over 34 years of active and reserve duty in the US Navy. Roel also has over 24 years of experience at several auto dealerships as a service consultant and service manager. Roel has worked as an award-winning service manager at the Company for 1 year. Roel has also attained the 4 certifications from Ford that are detailed in Item 2 above.

Arthur Wynn, Andrew Bormet, Joshua Teusink, Donald Pitkins, Erik Hegland and Steve Oleksy are the award-winning technicians of the Company that will perform the maintenance and repair service on the City's vehicles under this Contract. Arthur Wynn has over 25 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Arthur has been an award-winning Ford auto and heavy duty truck technician at the Company for 15 years. Arthur has also attained the 16 certifications from Ford that are detailed in Item 2 above. Andrew Bormet has over 18 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Andrew has been an award-winning Ford auto and heavy duty truck technician at the Company for 9 years. Andrew has also attained the 19 certifications for Ford that are detailed in Item 2 above. Joshua Teusink has over 20 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Joshua has been an award-winning Ford auto and heavy duty truck technician at the Company for 5 years. Joshua has also attained the 13 certifications from Ford that are detailed in Item 2 above. Donald Pitkins has over 40 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Donald has been an award-winning Ford auto and heavy duty truck technician at the Company for 30 years. Donald has also attained the 13 certifications from Ford that are detailed in Item 2 above. Erik Hegland has over 13 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Erik has been an award-winning Ford auto and heavy duty truck technician at the Company for 7 years. Erik has also attained the 14 certifications from Ford that are detailed in Item 2 above. Finally, Steve Oleksy has over 2 years of experience as an award-winning Ford auto and heavy duty truck technician at the Company. Steve has also attained the 34 certifications from Ford that are detailed in Item 2 above.

Brian Palmgren and Jack Gruskovak are the award-winning Parts Manager and Assistant Parts Manager, respectively, for the Company. Brian and Jack are responsible for providing the parts and supplies to the Technicians of the Company who are performing the maintenance and repair services to the City's vehicles under this Contract. Brian Palmgren, the Parts Director of the Company has over 43 years of experience at several Ford auto and truck dealerships as a parts counterperson, parts manager

Item 3 Staffing (cont'd)

and parts director. Brian has been an award-winning Ford parts manager and parts director at the Company for 19 years. Brian has also attained the 8 certifications from Ford that are detailed in Item 2 above. Jack Gruskovak, the Assistant Parts Manger at the Company, has over 43 years experience at several auto and truck dealerships as a service advisor, parts counterperson and part manager. Jack has been an award-winning Ford service advisor, parts counterperson and assistant parts manager at the Company for 16 years. Jack has also attained the 3 certifications from Ford that are detailed in Item 2 above.

4. Proposal Submittal Forms – Bidder Certifications

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

BIDDER CERTIFICATIONS

The undersigned Bidder;

- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Giovik Ford, Inc.
Business Name GIOVIK FORD, INC /

Scott J. Giovik / Todd O'Reilly
Printed Name of Bidder

Todd O'Reilly Gen Manager - 3-17-21
Signature of Authorized Representative Date

5. Proposal Submittal Forms – Management Information Sheet

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Illinois, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

Gjovik Ford Inc
 Business Name

12950 E US Route 34 Plano IL 60545
 Address City, State, Zip Code

Darrell Long 630 925-7602
 Contact Person Telephone Number

QUESTIONNAIRE:

Number of years company has been in the business of vehicle maintenance and repairs services:	31 SINCE MAY 5 TH 1990
Number of repair employees:	10
Hours of operation:	M-F 7:30-6
Have you included copies of ASE Certified Master Mechanic certificates for your technicians?	Ford Motor Company certified
Proximity to United City of Yorkville City Hall (800 Game Farm Road)	3.6 miles
Has your shop ever been a subject of Better Business Bureau action?	NO
How many bays are available for vehicles?	17

3/26/21

6. Proposal Submittal Forms – Price Proposal

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

PRICE PROPOSAL

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 135.00
B	Percentage Discount from the Posted Shop Labor Rate	56.5 %
C	Discounted Hourly Shop Labor Rate	\$ 58.75
AND		
	Percentage Discount off the O.E.M. / MSRP List for parts	26% or cost plus 140% if less %
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 49.00
E	Alignment of Front and Single Rear Axle (complete)	\$ 89.00
F	Oil Change <i>semi synthetic</i> (Up to 5 quarts of Oil and Oil Filter)	\$ 21.95
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 49.95

GROUP #2 - TRUCKS OVER 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 135.00
B	Percentage Discount from the Posted Shop Labor Rate	40 %
C	Discounted Hourly Shop Labor Rate	\$ 81.00

AND		
Percentage Discount off the O.E.M. / MSRP List for parts	26% or cost plus % 14% if less	
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 69.00
E	Alignment of Front and Single Rear Axle (complete)	\$ 69
F	Oil Change <i>semi synthetic, 2</i> (Up to 5 quarts of Oil and Oil Filter)	\$ 21.95
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 49.95

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Gjovik Ford Inc.
 Business Name

Scott J. Gjovik / Todd O'Reilly
 Printed Name of Bidder

Todd O'Reilly Gen Manager 3-17-21
 Signature of Authorized Representative Date

6. Proposal Submittal Forms – Detail Exception Sheet

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for the rejection of the proposal. It is not our intention to prohibit any potential Bidder from contracting by virtue of the specifications, but to describe the material(s) and service(s) actually required.

the City reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

parts discount excludes remanufactured engine and
transmission assemblies

NO SATURDAY SERVICE HOURS

8. Proposal Submittal Forms - References

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Kendall County Sheriff's Office
Business Name

1102 Cornell Lane Yorkville IL 60560
Address City, State, Zip Code

Andy Peters 630-553-7500 Ext 1136
Contact Person Telephone Number

Aug 2017 to present Fleet maintenance/warranty repairs
Dates of Service Nature of Work

Reference No. 2

Little Rock Fox Fire Protection
Business Name

300 Mitchell Dr. Plano IL 60545
Address City, State, Zip Code

Dave Jordan 630-669-4984
Contact Person Telephone Number

MARCH 2005 TO PRESENT Fleet maintenance/warranty repairs
Dates of Service Nature of Work

Reference No. 3

Dome Distributors Inc.
Business Name

5429 W Roosevelt Rd. Cicero IL 60804
Address City, State, Zip Code

Kevin Holmes 708-780-0777
Contact Person Telephone Number

June 2018 to present Fleet maintenance/repair
Dates of Service Nature of Work

9. Proposal Submittal Forms - Contract

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that the submission of a proposal means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Examination of Proposal Forms, Specifications, and Site

The Bidder shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

2. Scope of Work

The Bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.

3. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us by the date listed in the legal notice and cover page. Any interpretations of the Contract Documents will be made only by addendum and posted on the Demandstar portal. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

4. Completeness

All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Bidder's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Bidder to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Bidder.

5. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Bidder is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Bidder.

6. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Bidder cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

7. Bidder's Qualifications

No award will be made to any Bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City all information and data the City may request for the purpose of investigation.

8. Work Restrictions

The Bidder shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City.

Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

9. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Bidder with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

10. Consideration of Proposal

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The Bidder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

11. Award or Rejection

The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

12. Execution of Contract

The Bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Bidders, including

the specifications, will constitute part of the legal contract between the United City of Yorkville and the Bidder.

13. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the City Council or in the event of default by the Bidder. Default is defined as the failure of the Bidder to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

14. Compliance with All Laws

All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

15. Contract Alterations

No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

16. Nonassignability

The Bidder shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Bidder from his obligations or change the terms of the contract.

17. Execution of Documents

The Bidder, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.
- Proposals received from any listed Bidder in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Bidder shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

18. Default

The City may terminate a contract by written notice of default to the Bidder if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Bidder shall be liable to the City for any excess costs for similar supplies and services unless the Bidder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

19. Inspection

The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Bidder at no

cost to the City.

20. Permits and Licenses

The Bidder and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

21. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Bidder shall notify the City or its designee 48 hours prior to commencement of work.

22. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

23. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before the final payment on the contract is issued.

24. Insurance

- (A) The Bidder shall furnish to the City satisfactory proof of coverage of the insurance requirements stated in the Special Conditions, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (B) If the Bidder shall require subcontractors, if any, not protected under the Bidder's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Bidder.

25. Indemnification

The Bidder shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including

attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

26. General Guarantee

Neither the final certificate of payment nor any provision in the Bidder Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Bidder shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

27. Waiver of Lien

Where applicable a waiver of lien and Bidder's affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

28. Other Entity Use

Although this solicitation is specific to the City, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Bidder and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

SPECIAL CONDITIONS

The City's fleet consists of approximately 50 cars and trucks that would be covered under this maintenance agreement. The goal of the United City of Yorkville is to ensure their safe operation by having an effective preventative maintenance program, including for general repairs. Vehicle & equipment repairs, modification, preventive maintenance inspections and/or other work under this contract shall be performed at the Bidder's site.

The City has established minimum specifications, which include special and specific vehicle maintenance requirements to assure the safe operation of the city's fleet vehicles. The Bidder shall provide industry certified mechanics, shop(s), service trucks, mechanic's tools, lifts, and any waste disposal for vehicle fluids and/or materials, as well as any vehicle fluid spill clean-up as needed for all work performed at the shop. The Bidder shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

These services will continue on each City vehicle covered by this contract until it is disposed of by the City. The City may add vehicles or remove vehicles from its list during the term of this agreement at the discretion of the City. Any vehicles added to the contract shall be offered the same bid prices as in the original bid.

1. Term

The initial contract term shall be for one (1) year. This contract will commence on May 1, 2021. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to the Bidder. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2. Options to Renew

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) one-year renewals.

Prior to completion of each exercised contract term, the City may consider an adjustment to the price based on the Consumer Price Index (CPI) and shall not exceed five percent (5%). It is the Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised

option period, the Bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The Bidder adjustment request should not be in excess of the relevant pricing index change. If adjustment request is not received from the Bidder, the City will assume the Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the Bidder decline the City's right to exercise the option period, the City may consider the Bidder in default which may affect the Bidder's eligibility for future contracts.

3. Method of Award

Award of this contract will be made to the lowest responsive, responsible Bidder. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group will be rejected. Failure to perform as noted may result in the Bidder being deemed in breach of contract. The City may terminate the contract for default. The geographic allocation of the proposer's facility will be taken into consideration during the evaluation process.

4. Minimum Requirements

The awarded Bidder must meet the following minimum requirements.

- Must be ASE certified in medium / light duty truck repair and automobiles.
- Have a fully equipped and well-established company as required in this solicitation and which may be verified by on-site inspection within six (6) miles of the City limits.
- Bidder must be able to show a minimum of five (5) years of experience in Fleet Maintenance Repair,
- Facility must provide security in the form of a fenced lot, or inside of a secure building, for no less than four (4) standard sized vehicles simultaneously.
- Must provide at least 3 public or private sector clients' references of clients which

the bidder has provided similar services listed within this bid.

- The Bidder (s) is required to have the capabilities to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing and replacement capabilities.
- Bidder shall perform drug test screening on all employees and provide pass/fail results to the City, upon request.
- The Bidder must be open at a minimum of Monday through Friday from 8am – 4pm with preference given for facilities that also have weekend hours.
- Successful bidder must agree to give preference to Yorkville Police Department vehicles for repairs with a diagnosis and estimate within 24 hours. Repairs must follow as soon as authorization is granted, and parts arrive. No repairs are allowed without prior authorization.
- The Bidder must have a minimum of four (4) full time certified technicians on staff with a minimum of two on duty at all times during normal business hours.
- The Bidder must have at minimum one technician that is certified in transmission repairs.
- The Bidder must remain open all year, no allowance for vacation closure.
- The Bidder must provide timely transportation services for pickup or drop off of vehicles for repair.
- The Bidder will be given preference if they are able to provide free towing services for all City Vehicles within a 10-mile radius of the City limits.

5. Price

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

6. Delivery

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

7. Insurance

Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Independent Bidders
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including

- any holdharmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the subcontractor(s) to carry insurance as required, and that they will require the subcontractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

A. Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Bidder shall be responsible for securing other acceptable insurance for the coverage specified in this section in order to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

B. Garage Liability coverage

For Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars

(\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

8. Monthly Invoices Payments

Cut-off date is the close of the last business day of the month. Bidder shall submit by the 10th day of the following month Bidder's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Bidder shall submit his application on the next workday.

Bidder is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.

9. Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within 1 calendar day after the City notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within 1 calendar day of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

10. Deficiencies In Work To Be Corrected By The Bidder (Not Under Warranty)

The Bidder shall promptly correct any and all apparent or latent deficiencies and/or

defects in work and/or any work that fails to conform to the contract documents; regardless of the fabrication, installation or completion status of the overall task. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the City's project administrator, who may confirm all such verbal reports in writing. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the City may at its discretion, notify the Bidder in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the City shall place the Bidder on default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing. If the Bidder fails to honor this invoice or credit memo, the City may terminate the contract for default.

A. Delay Penalties:

Should the Bidder fail to make repairs within (5) working days (excluding Saturday, Sunday and Federal Holidays) from the date of the agreement to repair; or fail to supply parts needed to the City or other mutually agreed on repair facility within (5) working days from the date of order; then a delay charge of \$200.00 per day (excluding Saturday, Sunday and Holidays) for each (8) hour day delay or part thereof, exclusive of Saturdays, Sundays and Holidays, shall be charged to the Guaranteed Maximum Cost of Repairs.

11. Labor, Materials, And Equipment Shall Be Supplied By The Bidder

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the warranty. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

12. Labor And Material Charges

The Bidder shall provide the City with labor and materials in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the Bidder shall indicate the cost of this labor and materials on the submittal form included within this solicitation. The Bidder shall not offer an overtime hourly labor rate that exceeds 1 1/2 times the value of the regular hourly labor rate. If non-compliance in either regard is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award. No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty.

13. Materials Shall Be New And Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Bidder at the Bidder's expense and the contract cancelled or (2) the City may require the Bidder to replace the materials at the Bidder's expense.

14. Purchase Of Other Items Not Listed Within This Solicitation Based On Price Quotes:

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidders on the contract, the City representative may also obtain price quotes from these Bidders. The City reserves the right to award these similar items to the primary contract Bidder, another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

15. Work Acceptance

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. Drug And Alcohol Testing

The Bidder's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Bidder employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Bidder or Bidder employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Bidder of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

1. Scope of Services

Preventative Maintenance (PM) - Scheduled inspection of the vehicle based on either time or mileage. PM's are scheduled for either 3 months or 3,000 miles, whichever comes first. Select vehicles due to their unique service are performed more frequently. A Preventative Maintenance consists of a visual inspection of the vehicle for damage or missing parts, functional testing of components, lubrication, tire rotation, and servicing as needed. The following should be performed:

Component	Action *reflects additional charge over PM rate
Visual inspect vehicle for damage or missing parts	Advise accordingly
Verify function of dashboard warning indicators during prove out (key in crank mode) advise if any warning indicators are continuously on. Record idle miles for Police units	Advise accordingly
Check horn & lights for operation.	*Repair as needed
Tires - Inspect for unusual wear or thread at or below 4/32nd of an inch	*Replace as needed.
Rotate tires (if spare is new, rotate into service) and inflate to manufacturers recommendations	Part of PM
Parking and service brake	Inspect for proper operation and advise accordingly.
Inspect coolant, brake, power steering, transmission, rear axle, and washer fluid.	Top off fluids and advise of any concerns. *Any Level 3 leak, fluid leaking on the ground must be repaired.
Engine oil	Check oil level and condition prior to changing it. Advise of any concerns. Next change oil and filter. Fill to top of full line on dipstick
Check and Adjust Drive Belts	Advise accordingly
Inspect wiper blade and washer pump	*Replace as needed.
Air Filter	*Replace as needed

Battery terminals	Service (part of PM)
Transmission fluid and fuel filter	*Replace at 30,000 mile intervals
Check Engine Cooling System, Hoses And Clamps	*Replace as needed.
Check Exhaust System	Advise accordingly
Check Air Condition System, Freon Level	Advise accordingly

B. TECHNICAL REQUIREMENTS

Replacement Parts – Replacement parts should be New Original Equipment unless noted otherwise or agreed upon for a specific repair or authorized by the City representative. Where an O.E. has multiple lines, the premium line should be used (Example: Motorcraft use Super Duty, AC Delco use OE Service).

Exceptions

1. Motor Oil must be of premium grade and meet Ford Motor Company’s specifications for 5W-20 or 5W-30 Synthetic Blend for gasoline engines and 15W 40 Super Duty for diesel engines. Going forward, manufacturers may switch to a full synthetic. Provision for price adjustments will be noted below.
2. Brakes on Ford Motor Company vehicles should be Motorcraft Super Duty when available or Motorcraft. For marked patrol units use Ford Original Equipment pads, not Motorcraft.
3. Transmission / Rear Axle Fluid / Refrigerant / Brake Fluid – Must be of high quality and meet O.E. manufacturer’s specifications.
4. Wiper Blades – High quality refill (Anco or Trico is acceptable), for GM AC Delco Advantage line is preferred.
5. Misc. supplies – hose clamps, wire connectors, etc. must be of high quality.

Minimum Requirements: Technicians must be certified by either the respective vehicle manufacturer or ASE certified for the repairs being performed.

Bidder must have an ASE Certified Master Mechanic, on staff, for automobile and light trucks, mechanics shall have the following ASE certifications:

- A1 Engine Repair

- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder, under the Bidder's sole direction, and not an employee or agent of the City of Sunny Isles Beach.

Tires – The City purchases Goodyear tires using the State of Illinois Contract and pricing. The facility shall provide tires accordingly, as needed. The city will pay for the mounting, balance, tire valves, and disposal of old tires upon usage at State of Illinois rate. The city will not be responsible for any other fees or charges.

Shop Equipment – The facility shall have sufficient high-quality tools and equipment to service late model vehicles (brake lathe, tire changer, tire balancer, alignment, tire pressure monitor tools, and OBDII diagnostic equipment).

Repairs - Before providing repair work, cost estimates shall be provided to Fleet Management detailing parts and labor required for the repair. No additional repairs will be allowed unless first authorized by Fleet Management.

- If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the City reserves the right to obtain services from another source.
- In no case shall the charge for labor exceed the bid price per hour times the numbers of hours quoted at such time repairs were performed.

2. Hours Of Operation

Bidder shall at a minimum, provide for the operation of the facility six (6) days per week, from 7:30 a.m. to 5:00 p.m. Monday through Friday, 7:30a.m to 12:00 p.m. Saturday except for any federal holidays.

3. Protection

- A. The Bidder shall be solely responsible for City vehicles and equipment while in their possession for maintenance and/or repairs.

- B. Vehicles left at Bidder's facility during non-business hours to complete service must be stored in a secure area.
- C. The Bidder must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4. Estimates

Bidder shall provide written "not to exceed" estimates on any repair. The estimate will include the estimated number of hours, hourly rate, estimated material cost and completion date. It will be the Bidder's responsibility to ensure they have all the equipment and materials to provide accurate estimates. No work shall be performed by the Bidder before authorization is provided by the City Representative.

5. Hourly Rate

The hourly rates quoted shall include full compensation for labor, equipment use, and any other cost to the Bidder.

6. Quality Of Parts To Be Furnished

Parts furnished to the City shall meet or exceed the quality of the parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and / or return of said item. The burden of proof and cost of analysis will be the Bidder's. There will be no reboxing of parts.

Rebuilt / remanufactured parts will have been dismantled and reconstructed as necessary: all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new, rebuilt, or unimpaired used parts; and such other operations performed as are necessary to put the product in sound working condition. Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.

Costs for lubricants, grease, and other similar materials used to maintain or repair city fleet vehicles shall be included in the parts cost incurred by the Bidder and ultimately to be part of the targeted operating budget costs in accordance with the provisions of this agreement.

7. Performance Standards

The Bidder needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Bidder will meet the performance standards noted below during the term of this agreement.

The Bidder will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contactors' control will not relieve the Bidder of meeting these standards.

8. Vehicle Turnaround Time Standards

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicle's delivery to the garage or within 24 hours of notification of maintenance requirements (excluding weekends and non-working holidays):

General Fleet Vehicles	85% of the time
One-Ton or Smaller Vehicles	80% of the time
Larger than One-Ton Vehicles & other specialty equipment)	75% of the time (Includes Construction Equipment

No more than 5% of all vehicles will be out of services for maintenance or repair for more than 48 hours per trip to the garage with the following exceptions:

- Accident or Vandalism Repair: If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of the damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- Vehicles awaiting repair authorization from the City: In cases where the Bidder is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City's authorization to process with the repair.
- Major component overhauls or replacements: Major component overhauls or replacements within the first four (4) months of the initial contract year will require written authorization from the City. The amount of time allowed for these repairs will be decided by the City as a function of the need for the vehicle and the nature of the repair.
- Vehicles Exempted by the City: In instances where the City decides that it would

be in the City's best interest to temporarily waive vehicles turnaround performance standards for all or selected vehicles, the City will provide the Bidder written notification of this decision including specification of the time period for which these standards will be relaxed.

The Bidder is responsible for notifying the representative of user departments by telephone, email or in person when any vehicle will be out-of-service for maintenance or repair for more than 24 hours.

9. Rework

All re-work must be performed within 24 hours after City notification of corrective action.

10. Ad Hoc Reports

The Bidder may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request. In addition, some users may require copies of repair orders when vehicles are picked up to document costs incurred that are eligible for Federal reimbursement. All such requires must go through the City Representative.

CONTRACT

This **CONTRACT** ("Contract") made and entered into this 13th day of April 2021, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and GTOVIK FORD INC., hereinafter referred to as the "Bidder" and its successors.

WITNESSETH:

WHEREAS, the City has solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fleet Maintenance Services.

WHEREAS, the City has found that the Bidder is the lowest responsible Bidder for said work and has awarded the Bidder this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Bidder agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the work in accordance with the specifications, conditions, and prices stated in the proposal packet.
2. The City will pay the Bidder in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE:

By: [Signature]
Mayor

CONTRACTOR/ BIDDER

GTOVIK FORD, INC
By: [Signature]
Signature

SCOTT J GTOVIK PRES
Print Name and Title

Attest:

[Signature]
City Clerk

Witness:

[Signature]
Witness



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input checked="" type="checkbox"/>

Agenda Item Number

Park Board #1

Tracking Number

CC 2024-76

Agenda Item Summary Memo

Title: Rice Park Playground Equipment Donation Agreement

Meeting and Date: City Council – September 24, 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: Tim Evans Parks & Recreation
Name Department

Agenda Item Notes:

Please note: This item was on the September 19th Park Board meeting agenda; however, the
City Council packet was compiled and distributed prior to the Park Board meeting. Feedback
from the committee was not available at the time of packet creation.



Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: September 16, 2024
Subject: Rice Park Used Playground Equipment Donation Proposal

Summary

Rice Park Used Playground Equipment Donation Proposal

Background

As shown on the attached Playground Replacement Schedule, Rice Park playground equipment is on the list to be replaced. In 2023, new playground equipment was ordered and delivered for Rice Park located at 545 Poplar Dr, Yorkville, IL 60560. With parks staff recently installing the new playground equipment at Sleezer Park, staff is ready to start removing and installing the new playground equipment at Rice Park.

Similar to Sleezer Park, the new Rice Park playground equipment project is a complete tear down, rather than a refurbishment. As a result, Kids Around The World (KATW) contacted the Yorkville Parks and Recreation Department about the possibility of donating the used equipment to their organization. Kids Around The World is a non-profit entity based in Rockford, Illinois, that removes old playground equipment from park districts and municipalities, refurbishes the equipment, then reinstalls the equipment in underprivileged countries around the world. For additional information about Kids Around The World, please follow the below link to their website:

<https://kidsaroundtheworld.com/play/>

The benefits of donating the used Rice Park playground equipment through a partnership with Kids Around the World (KATW) are as follows:

- a) As KATW will remove all the decks, slides, climbers, railings, posts and additional equipment features, Parks staff will only be responsible for removing the playground equipment footings, resulting in a not only a savings on labor that would be paid to Parks staff, but also time that staff could be spending on alternate projects.
- b) By removing the need for Parks staff to haul the old equipment back to the Parks Maintenance facility for sorting of potentially recyclable elements from unusable materials, Parks staff will save costs that would have been incurred by transporting the materials and the time it would have taken staff to sort and discard of materials.
- c) Staff has ascertained that any potential recycling funds that Parks may recover from the old playground materials would not offset the costs in time and labor incurred by Parks staff to remove and dispose of the playground. These potential costs can be avoided by

donating the used playground to KATW, who will use their own staff to remove and relocate the equipment.

- d) Donating used playground equipment to KATW will have a positive environmental impact of significantly reducing the amount of plastic waste that would otherwise end up in landfills.
- e) KATW is able to remove a playground in a single day, resulting in a more time-efficient installation of the new Rice Park equipment by Parks staff.
- f) The donated equipment will be reinstalled in an underprivileged country, benefiting hundreds, if not thousands, of children and families, rather than being discarded or recycled with limited impact.

Recommendation

Recognizing how well the KATW experience went with the Emily Sleezer Park playground equipment donation, Staff seeks City Council approval of the Rice Park used playground donation proposal to Kids Around The World. Additionally, due to the Park Board meeting coinciding with the City Council meeting agenda submission deadline, staff will provide a verbal update of the Park Board's recommendation to the Council.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE DONATION OF CERTAIN USED PLAYGROUND
EQUIPMENT TO KIDS AROUND THE WORLD, A NOT-FOR-PROFIT ENTITY**

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, the City Administrator has authority pursuant to Yorkville City Code Section 1-7-3(H)(2)(b) to sell or donate personal property that is no longer necessary, useful to or in the best interests of the City; and

WHEREAS, the City’s Parks Department is planning to replace playground equipment at Rice Park; and

WHEREAS, the City has no need or purpose for the playground equipment that will be replaced (the “Used Equipment”); and

WHEREAS, the City has been contacted by Kids Around the World, a not-for-profit entity located in Rockford, Illinois (“KATW”), about the possibility of donating the Used Equipment, which KATW would remove from its current site and refurbish and reinstall in an underprivileged country; and

WHEREAS, donating the Used Equipment would save the City’s Parks Department numerous staff hours that would have been spent dismantling and disposing of the Used Equipment; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health, safety and welfare of the City and its residents to authorize the donation of the Used Equipment to Kids Around the World.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the City Administrator is hereby authorized and directed by the Corporate Authorities to donate the playground equipment located at Rice Park to Kids Around the World.

Section 3. This Resolution shall be in full force and effect upon 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



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 5245 28th Ave., Rockford, IL 61109 (hereinafter referred to as "KIDS") and _____ (hereafter referred to as "Donating Organization").

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the "Equipment").

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof "as-is" and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS' own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The _____ shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish _____ with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes: _____

Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

DATE

• DATE

Playground Replacement Schedule

The industry standard for the useful life of a playground is fifteen to twenty years. We are scheduling replacement at twenty years. Yorkville playgrounds are inspected and maintained regularly. Depending on manufacture and parts availability, replacement will be on a case-by-case basis. Three percent has been added for every year to compensate for manufacturing increases and inflation. These costs do not include playground removal and installation. Playgrounds in blue represent playgrounds that were built in-house by the Parks Department.

Site	Manufacture	Built	Cost	Install Cost	Replacement Date/Cost (Equipment Only)
Prestwick	Playcraft	2025	\$69,365.10	\$14,400.00	2045/\$110k
Rice	Playcraft	2024	\$90,402.60	\$13,900.00	2044/\$140k
Sleezer	Little Tikes	2024	\$76,092.06	\$10,700.00	2044/\$121k
Kiwanis	Little Tikes	2024	\$73,725.87	\$10,200.00	2044/117k
Countryside	Little Tikes	2023	\$27,265.07	\$14,200.00	2043/\$50k
Fox Hill	Miracle	2022	\$39078.19	\$6,500.00	2042/\$80k
Price	Miracle	2022	\$37,613.71	\$6,500.00	2042/\$80k
Caledonia	Burke	2020	\$75,414	\$10,700.00	2040/\$100k
Autumn Creek North	Burke	2020	\$54,636.00	\$10,700.00	2040/\$80k
Purcell	Burke	2020	\$47,666.00	\$10,800.00	2040/\$65k
Beecher	Burke	2021	\$135,064.00	\$18,500.00	2041/\$150k
Windett Ridge	Burke	2018	\$45626.00	?	2038/\$78k
Riverfront	Burke	2017	\$81,815.00	?	2037/\$150k
Grande Reserve B	Little Tikes	2014	\$39,669.19	\$12,219.27	2034/\$95k
Raintree B	Playcraft	2011			2031/\$135k
Bristol Bay A	L/Structures/Little Tikes	2010			2030/\$125k
Greens	L/Structures/Playcraft	2008			2028/\$120k
Heartland Circle	Miracle	2008			2028/\$128k
Cobb	Gametime	2008			2028/\$65k
Riemenschnider	Little Tikes/Kompan	2007			2027/\$125k
Bristol Station	Miracle/Playworld	2007			2027/\$125k

Stepping Stones	Little Tikes	2007	2027/\$100k
Hiding Spot	Game Time	2007	2027/\$135k
Raintree A	Little Tikes	2006	2026/\$70k
Bridge	Landscape Structures	2006	2026/\$70k
Sunflower	Playcraft	2006	2026/\$85k
Gilbert	Gametime	2005	2025/\$60k
Cannonball	Playcraft	2005	2025/\$105k
Rotary	Playworld	2004	2024/\$100k



RICE PARK

KELLY AVE

POPLAR DR



RICE PARK
545 POPLAR DR., YORKVILLE

**EXCITED ABOUT THE
NEW PLAYGROUND?
WE ARE TOO!**

**SCAN THE QR TO TAKE
A FULL PEEK AT WHAT
WE HAVE PLANNED!**



RICE PARK

NEW SITE PLAN

To see the site plans,
scan the QR or visit
www.Yorkville.il.us/RicePark2024



RICE PARK

NEW SITE PLAN



RICE PARK

NEW SITE PLAN



NEW INCLUSIVE SWING

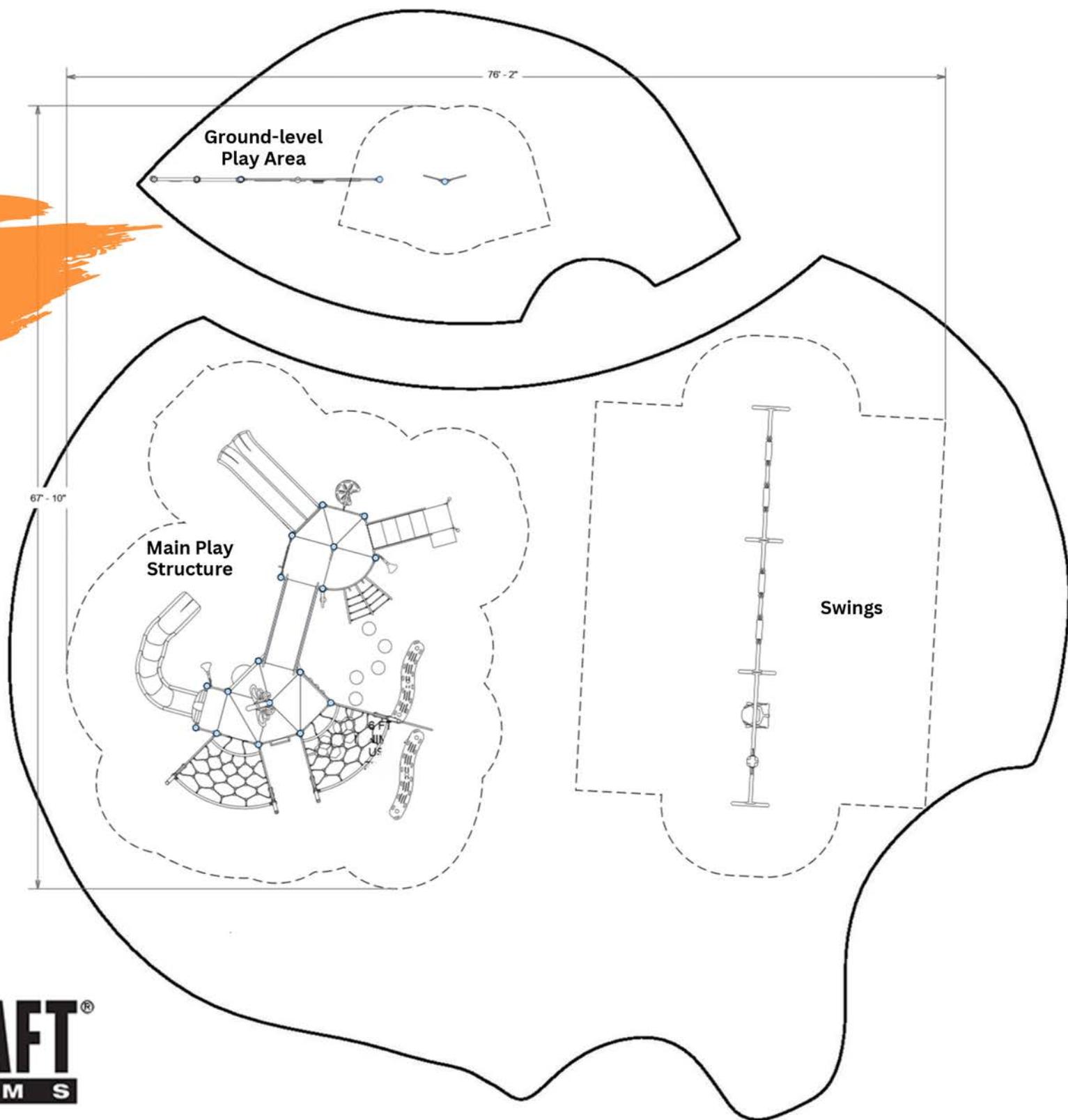


NEW GROUND-LEVEL PLAY AREA



360° VIEWS

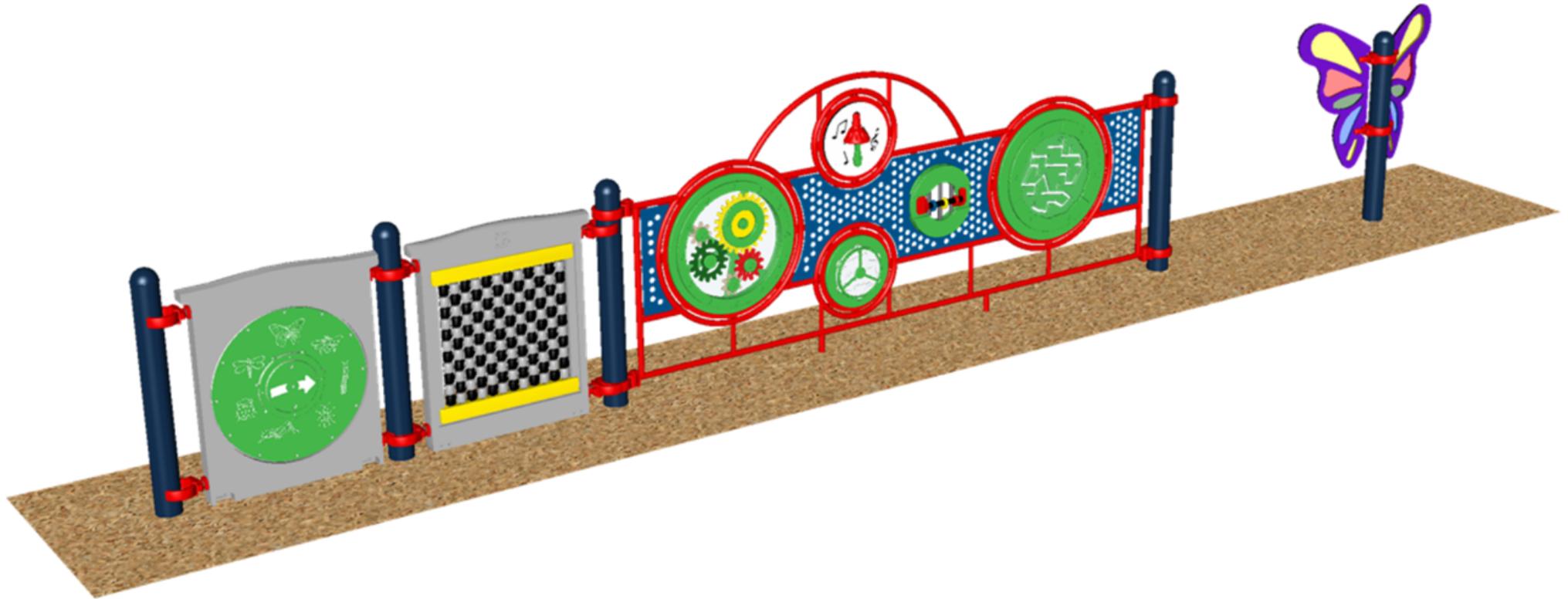
RICE PARK SITE PLAN



Rice Park 3
SW VIEW

R5

FOR KIDS
AGES
2-12



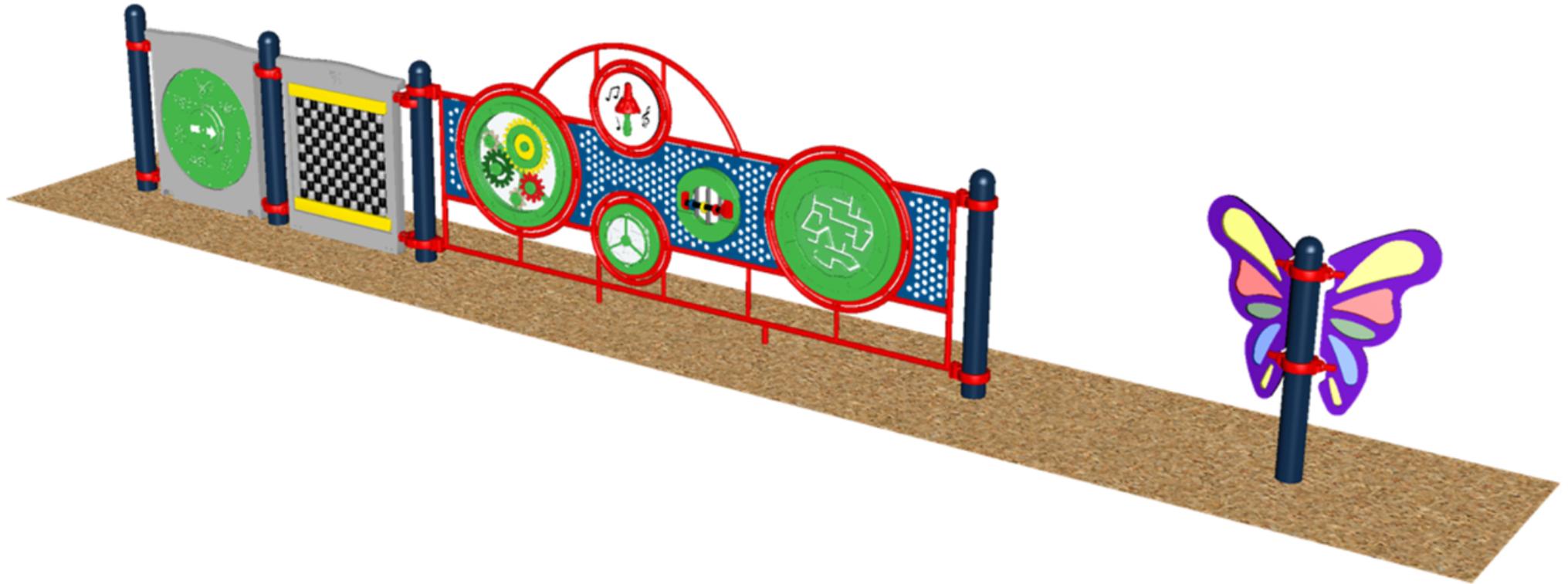
STRUCTURE # 1
PROJECT # Rice Park 3
DATE 3/23/2023



Rice Park 3
SE VIEW

R5

FOR KIDS
AGES
2-12



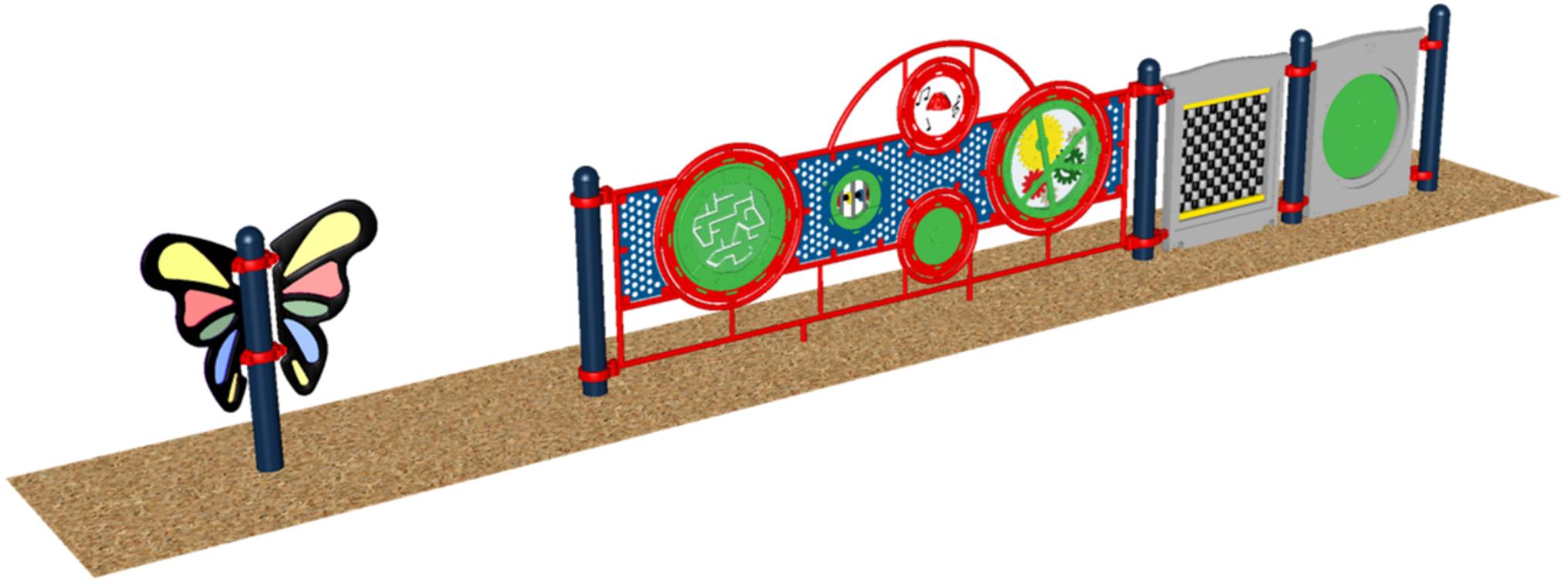
STRUCTURE # 1
PROJECT # Rice Park 3
DATE 3/23/2023



Rice Park 3
NE VIEW

R5

FOR KIDS
AGES
2-12



STRUCTURE # 1
PROJECT # Rice Park 3
DATE 3/23/2023





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input checked="" type="checkbox"/>

Agenda Item Number

Park Board #2

Tracking Number

CC 2024-77

Agenda Item Summary Memo

Title: Rotary Park Inclusive Playground Purchase Proposal

Meeting and Date: City Council – September 24, 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: Tim Evans Parks & Recreation
Name Department

Agenda Item Notes:

Please note: This item was on the September 19th Park Board meeting agenda; however, the City Council packet was compiled and distributed prior to the Park Board meeting. Feedback from the committee was not available at the time of packet creation.

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: September 16, 2024
Subject: Rotary Park Inclusive Playground Purchase Proposal

Subject

Rotary Park Inclusive Playground Purchase Proposal

Background

As shown on the attached playground replacement schedule, the Rotary Park playground is twenty (20) years old and is reaching the end of its useful lifespan. Rotary Park is a twelve (12) acre community park site that is located within the Grande Reserve subdivision at 2775 Grande Trail Rd. The park site currently features an adventure-themed playground with the following amenities:

- a) Baseball field.
- b) Playground for 5–12-year-old children.
- c) Picnic Area.
- d) Shelter.
- e) Skateboard Elements.
- f) Zipline.
- g) Trails.
- h) Pickleball Courts.

GameTime, a prominent playground manufacturer with whom we have worked in the past, has recently informed the Parks and Recreation Department of a limited-time matching funds grant opportunity. This grant offers up to 100% matching funds towards the purchase of an eligible new play system from the GameTime catalog of equipment. This is a unique opportunity for the City to more than double the Rotary playground budget, and potentially purchase and install Yorkville's first inclusive playground structure with the matching funds grant from GameTime.

An inclusive playground is an open and safe space that is carefully designed to promote play among children of various abilities, ages, and communities. It gives children with or without a disability the same platform to play while breaking down barriers, both physically and socially.

Rotary Park is an ideal park site for the City's first inclusive playground structure. With its location right off of Rt. 34 and Kennedy Road, it is relatively easy for residents to access the park and the park has a parking lot. Due to its 12-acre park size, the City will have plenty of room to install this new structure and to potentially add additional inclusive equipment pieces in the future, while also allowing baseball, softball, and football to continue to be played at this site.

Attached are designs from GameTime of *The Fascination Factor* playground structure that P&R staff is recommending for purchase. This play system is designed for children ages 5-12 with inclusive equipment pieces that are accessible by ramps.

This structure also features *Rock With Me*, *Sensory Wave* products, musical instruments, and *GT Sensors* for sensory play. This structure includes five slides and an integrated shade for additional play value, making *Fascination Factor* play structure a unique and appealing playground destination for Yorkville kids of differing abilities.

The total cost of the GameTime *Inclusive Fascination Factor* playground structure is \$353,566. As part of the grant, the City would need to contribute 50% (\$175,408) towards the purchase of this new playground equipment as well as we have been quoted \$14,738.85 in shipping cost for a total purchase price of \$192,896.86. Quote attached. In addition, the City would need to complete the attached grant application, which consist of the following main details:

- a) Applications must be submitted by October 18, 2024 and be validated by the project administrator
- b) Grant orders must be placed by or before October 25, 2024, or by the time the eligible funds are disbursed (whichever comes first)
- c) P&R must be able to receive the shipment by December 31, 2024
- d) The matching funds applies to the purchase of GameTime equipment as follows with payment in full (freight and sales tax are not included in matching)

In comparison, a standard playground is typically designed with a more vertical layout, while an inclusive playground is structured more horizontally. While a standard playground meets the minimum ADA requirements by incorporating elements such as slides, climbers, rockers, play panels, ground-level activities, ramps, and/or transfer platforms, inclusive playgrounds utilize these same elements but often feature multiple ADA access points, primarily achieved through extensive ramping. Additionally, inclusive playgrounds are more thoughtfully designed regarding the placement of playground elements, enhancing accessibility and user-friendliness for parents, grandparents, and individuals who may require easier access. This design philosophy ensures that people of all abilities, both children and adults, can enjoy playing together.

Ramping on a standard playground adds an element of excitement, as children enjoy running up and down ramps, which also enhances gameplay for activities like cherry bomb, hot lava, and tag. However, incorporating ramping is costly and generally results in a more horizontally oriented playground. Effectively, building a standard playground with multiple entry and exit points using ramping and deck-to-deck connections equates to constructing an inclusive playground. Therefore, there is minimal to no cost difference between a standard playground with these features and an inclusive playground. Please note that the color of the playground equipment may vary from what is shown on the attached designs. This proposal does not include a rubberized surface; instead, safety mulch will be used for the surface area.

Based on the attached P&R FY 25 Capital Budget, P&R currently has the following funds available to pay for the \$192,896.85 new Rotary Park playground equipment and shipping cost:

- a) \$100,000 is already designated to purchase new playground equipment for Rotary Park.
- b) In addition, there is \$78,000 in the P&R Capital budget for safety barriers that the City was going to purchase jointly with the School District. However, the School District has notified City staff that they would not be able to contribute their portion of the funds towards the safety barriers. This potentially gives P&R staff \$178,000 available within the P&R FY 25 Capital Budget towards the \$190,000 purchase price.
- c) As for the remaining \$14,896.85 P&R staff is proposing we use \$14,896.85 of the \$25,000 designated in the Riverfront Park concrete funds project, since we were unable to complete that project in FY 25.

If this proposal is approved, staff would request the safety barrier and Riverfront Park concrete project funds to be replenished in the FY 26 Capital budget. Also, since the new Rotary Park playground equipment will not be installed until FY 26, we will be requesting the anticipated installation funds of \$30,000 - \$40,000 in the FY 26 P&R Capital budget. This would bring the total final City cost to purchase and install the Rotary Park inclusive playground somewhere between \$220,000 - \$230,000.

Recommendation

Staff seeks City Council approval to allocate \$192,896.85 from the P&R Capital Budget and permission to apply for the \$353,566 GameTime Inclusive Fascination Factor Playground Structure Grant, plus shipping, for the purchase of City's first inclusive playground equipment at Rotary Park. Additionally, due to the Park Board meeting coinciding with the City Council meeting agenda submission deadline, staff will provide a verbal update of the Park Board's recommendation to the Council.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM
GAMETIME IN AN AMOUNT NOT TO EXCEED \$192,896.85**

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, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the playground equipment located at Rotary Park is 20 years old and in need of replacement; and

WHEREAS, the City has \$100,000.00 in the Fiscal Year 2025 budget for the purchase of playground equipment for Rotary Park, and an additional \$92,896.85 in Parks Department funds originally budgeted for projects that were not completed and that can be allocated to the purchase of playground equipment at Rotary Park; and

WHEREAS, GameTime (the “*Supplier*”) is a supplier of playground equipment, and has provided the City with a quote for inclusive playground equipment (the “*Quote*”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Supplier offers a grant program (the “*Program*”), where Supplier matches up to 100% of funds toward the purchase of a new playground system, providing the City with enough funds to purchase an inclusive playground for Rotary Park; and

WHEREAS, funds matched through the Program would allow the City to purchase an inclusive playground from the Supplier for installation at Rotary Park; and

WHEREAS, pursuant to the provisions of the Quote, the total cost of the inclusive playground equipment for Rotary Park is \$353,566; and

WHEREAS, thanks to the funding provided through the Program, actual cost for the City would be \$175,408 for the equipment plus \$14,738.85 in shipping costs, for a combined total \$192,896.85 for the purchase of an inclusive playground for Rotary Park; and

WHEREAS, the City has purchased equipment from the Supplier in the past, and the City has a good relationship with the Supplier; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the playground equipment from the Supplier in accordance with the provisions of the Quote.

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

Section 1. The foregoing recitals are incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. The City Administrator is hereby authorized and directed to apply for the matching grant program described in the foregoing recitals.

Section 3. Provided the City secures fund matching through the grant program, the competitive bidding requirement is hereby waived, and the City Administrator is authorized and directed to proceed with the purchase of the playground equipment described in Exhibit “A” from GameTime, in an amount not to exceed \$192,896.85.

Section 4. This Resolution shall be in full force and effect upon 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

Scott Sleezer

From: GameTime <hostmaster@gametime.com>
Sent: Tuesday, July 30, 2024 8:12 AM
To: Scott Sleezer
Subject: Playground Grants - Up to 100% Matching Funds

(Game7ime)

•PLAYCORE™-



**PLAYGROUND
GRANT** Up to 100%
matching funds!

gametime.com/grant

(Game7ime)
PLAYCORE™

Your Playground Funds are Waiting

For a limited time, GameTime is offering up to 100% matching funds toward the purchase of a new playground system for customers in the contiguous United States.

Learn more and submit your application now
at www.gametime.com/playground-grant.

	Qty	Stock ID	Manufacturer	Description	Tax	List	Disc. %	Total		
1	<input type="checkbox"/>	1	3274	GameTime	Sensory Wave Seat	No	\$2,661.00	0	\$2,661.00	
2	<input type="checkbox"/>	1	RDU	GameTime	PS23005	No	\$350,816.00	50	\$175,408.00	▼
3	<input type="checkbox"/>	1	178749	GameTime	Owner's Kit	No	\$89.00	0	\$89.00	

Calculated GT Freight
 Estimated GT Freight

Material Surcharge Rate

Manual
 Calculate

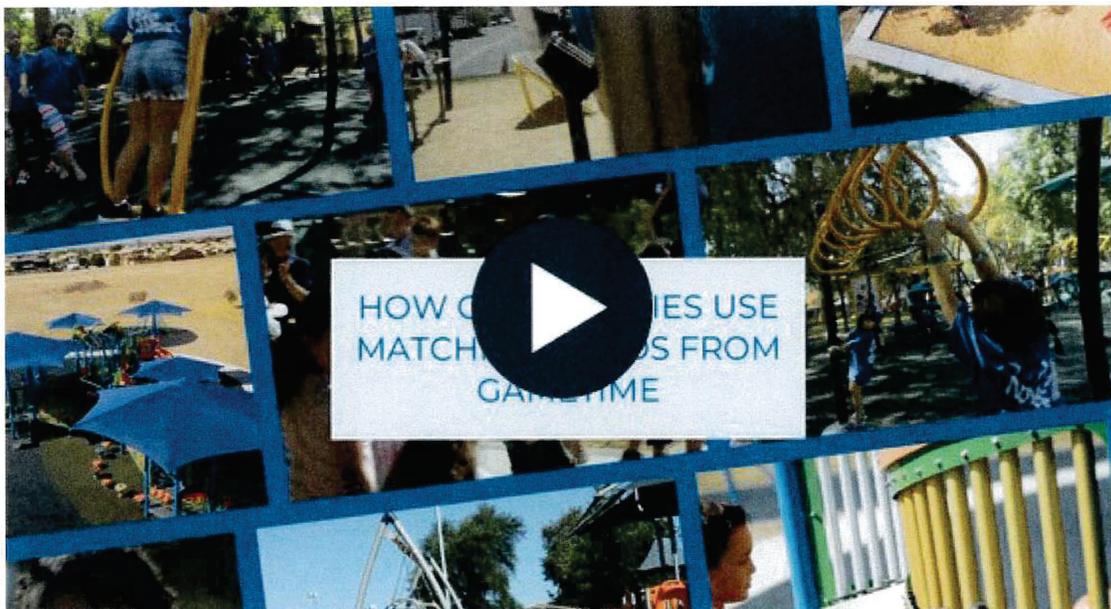
Tax Rate
 Tax All
 Tax Calc.
 Tax Freight
 Tax After Discount

Taxable Sales	\$0.00
Non-Taxable Sales	\$353,566.00
Discount ⓘ	\$175,408.00
Material Surcharge	\$0.00
Freight ⓘ ▲ Details	\$14,738.85
GameTime ⓘ	\$14,738.85
Tax Applied	\$0.00
Total	\$192,896.85

Grant funds are offered on a first-come, first-served basis. Don't delay! Apply for your GameTime playground grant now.

[Submit Your Grant Application Online](#)

How Communities Use Matching Funds from GameTime



Matching funds from GameTime can help replace an aging playground, build a new fitness space, or create a community play area for all ages. See how other communities are using matching funds to improve everyone's health, wellness, and quality of life.

Playground Replacement Schedule

The industry standard for the useful life of a playground is fifteen to twenty years. We are scheduling replacement at twenty years. Yorkville playgrounds are inspected and maintained regularly. Depending on manufacture and parts availability, replacement will be on a case-by-case basis. Three percent has been added for every year to compensate for manufacturing increases and inflation. These costs do not include playground removal and installation. Playgrounds in blue represent playgrounds that were built in-house by the Parks Department.

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Bristol Station	Miracle/Playworld	2007			2027/\$125k

Stepping Stones	Little Tikes	2007	2027/\$100k
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Gilbert	Gametime	2005	2025/\$60k
Cannonball	Playcraft	2005	2025/\$105k
Rotary	Playworld	2004	2024/\$100k



GRANDE TRL

MCLELLAN BLVD

ROTARY PARK

HENNING LN

ALDEN AVE



ROTARY PARK
2775 GRANDE TRAIL, YORKVILLE

Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary

Account Number	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	
<u>Description</u>	<u>Projected</u>	<u>Proposed</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Totals</u>
25-225-60-00-6070							
Vehicles	\$ 38,995	\$ 94,000	\$ 184,000	\$ 52,000	\$ 117,000	\$ 155,000	\$ 640,995
Pickup Truck	38,995	52,000	52,000	52,000	52,000	-	246,995
Pickup Truck	-	42,000	52,000	-	-	-	94,000
Recreation Van	-	-	38,000	-	-	45,000	83,000
Pickup Truck	-	-	42,000	-	-	-	42,000
Dump Truck	-	-	-	-	65,000	-	65,000
Utility Truck	-	-	-	-	-	55,000	55,000
Utility Truck	-	-	-	-	-	55,000	55,000
25-225-60-00-6060							
Equipment	\$ 107,913	\$ 219,000	\$ 115,000	\$ 135,000	\$ 77,000	\$ 41,000	\$ 694,913
Mower	13,359	15,000	15,000	16,000	16,000	16,000	91,359
Scissor Lift	9,650	-	-	-	-	-	9,650
Generator	2,398	-	-	-	-	-	2,398
Backhoe	13,090	-	-	-	-	-	13,090
Skid Steer	-	55,000	-	-	-	-	55,000
Watering Trailer and Tank	-	15,000	-	-	-	-	15,000
Safety Barriers	-	78,000	-	-	-	-	78,000
Gator	-	-	-	12,000	-	-	12,000
Forrester Attachment	-	31,000	-	-	-	-	31,000
Wing Mower	-	-	-	68,000	-	-	68,000
Fork Truck	-	-	25,000	-	-	-	25,000
Miscellaneous Recreation Equipment	8,000	15,000	15,000	15,000	15,000	15,000	83,000
Utility Brush Mower	-	-	-	8,000	-	-	8,000
Replace Trash Cans	13,500	10,000	10,000	10,000	10,000	10,000	63,500
Trailer	8,127	-	-	6,000	-	-	14,127
Paint Sprayer	-	-	-	-	20,000	-	20,000
Mower	33,199	-	-	-	16,000	-	49,199
Preschool Cabinets	1,500	-	-	-	-	-	1,500
Lighting Detectors	-	-	50,000	-	-	-	50,000
Storage Containers	4,740	-	-	-	-	-	4,740
Traffic Cones	350	-	-	-	-	-	350

Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary (continued)

Account Number	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	
Description	Projected	Proposed	Projected	Projected	Projected	Projected	Totals
25-225-60-00-6010							
Park Improvements	\$ 417,332	\$ 186,000	\$ 160,000	\$ 220,000	\$ 185,000	\$ 560,000	\$ 1,728,332
Replace Turf - Baseball Outfields at Br	-	15,000	15,000	15,000	15,000	15,000	75,000
Playgrounds - Rotary Park	-	100,000	-	-	-	-	100,000
Playgrounds - Sleezer Park	76,092	-	-	-	-	-	76,092
Playgrounds - Kiwanis Park	73,726	-	-	-	-	-	73,726
Playgrounds - Countryside Park	27,266	-	-	-	-	-	27,266
Playgrounds - Rice Park	80,751	-	-	-	-	-	80,751
Playgrounds - Prestwick Park	62,763	-	-	-	-	-	62,763
Riverfront Concrete Project	-	25,000	-	-	-	-	25,000
Playground Installation Carry Over fro	-	46,000	-	-	-	-	46,000
Playgrounds - Cannonball Park	-	-	105,000	-	-	-	105,000
Playgrounds - Sunflower Park	-	-	-	85,000	-	-	85,000
Grande Reserve - Park C	-	-	40,000	-	-	-	40,000
Playgrounds - Bridge Park	-	-	-	70,000	-	-	70,000
Playgrounds - Raintree A Park	-	-	-	-	70,000	-	70,000
Playgrounds - Stepping Stones Park	-	-	-	-	100,000	-	100,000
Playgrounds - Bristol Bay Park	-	-	-	50,000	-	-	50,000
Playgrounds - Gilbert Park	-	-	-	-	-	60,000	60,000
Playgrounds - Bristol Station Park	-	-	-	-	-	125,000	125,000
Grande Reserve - Park F	-	-	-	-	-	120,000	120,000
Grande Reserve - Park G	-	-	-	-	-	120,000	120,000
Grande Reserve - Park H	-	-	-	-	-	120,000	120,000
Countryside Shelter	38,000	-	-	-	-	-	38,000
Countryside Installation	43,734	-	-	-	-	-	43,734
Kiwanis Installation	15,000	-	-	-	-	-	15,000
Grand Totals	\$ 564,240	\$ 499,000	\$ 459,000	\$ 407,000	\$ 379,000	\$ 756,000	\$ 3,064,240

All purchases existing Vehicles and Equipment, unless noted otherwise (highlighted in blue).

New additions.



Fascination Factor

\$353,477.00

Model Number: PS23005

Fascination Factor is an exciting Powerscape play system designed for children ages 5-12. The inclusive structure is accessible by ramp and features our ShadowPlay® products, Rock With Me, Sensory Wave products, musical instruments, and GT Sensors for sensory play. It also includes five slides and integrated shade for additional play value; making Fascination Factor an irresistible playground destination for kids.

[REQUEST A QUOTE](#)

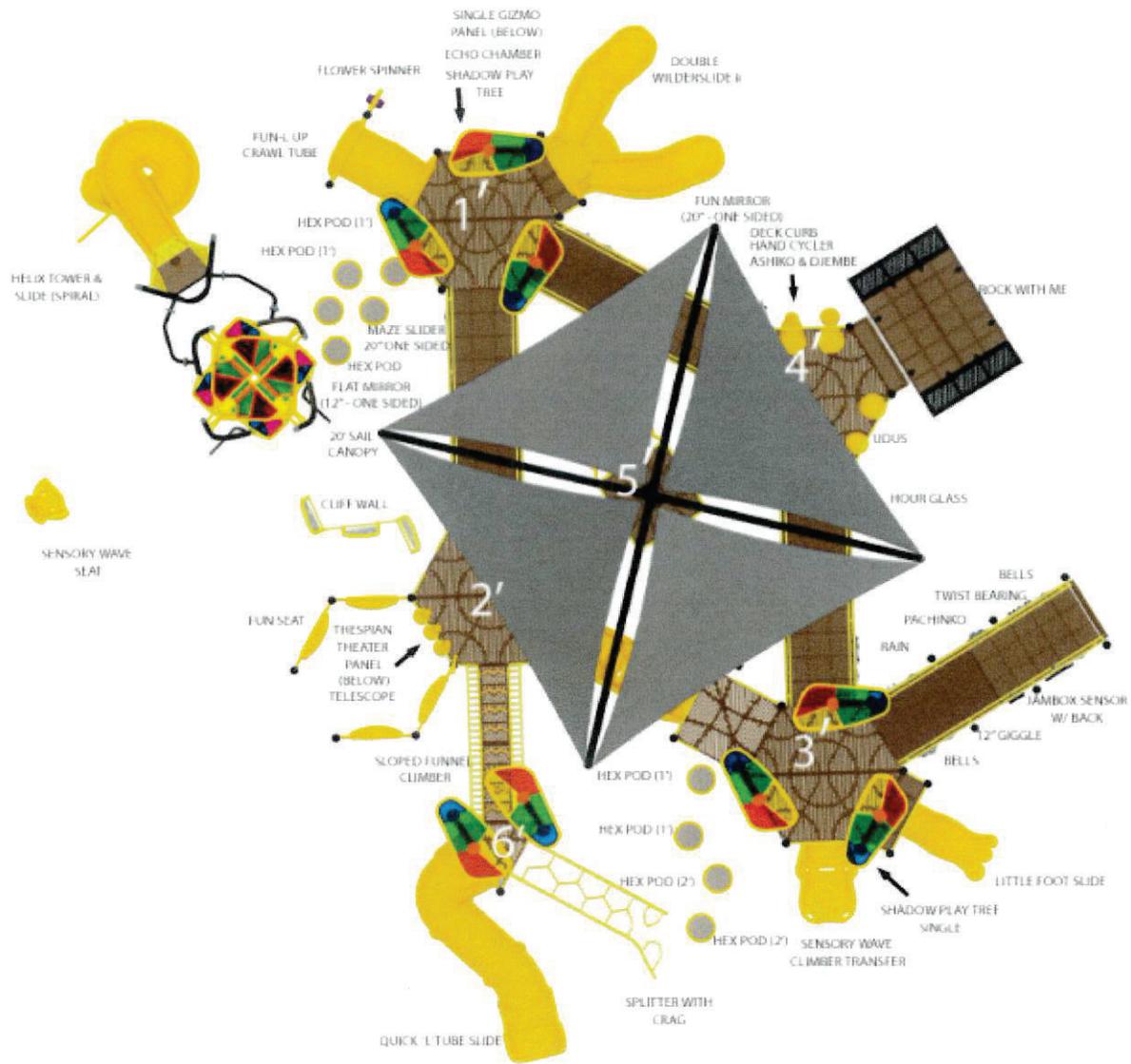
[COMPARE](#)

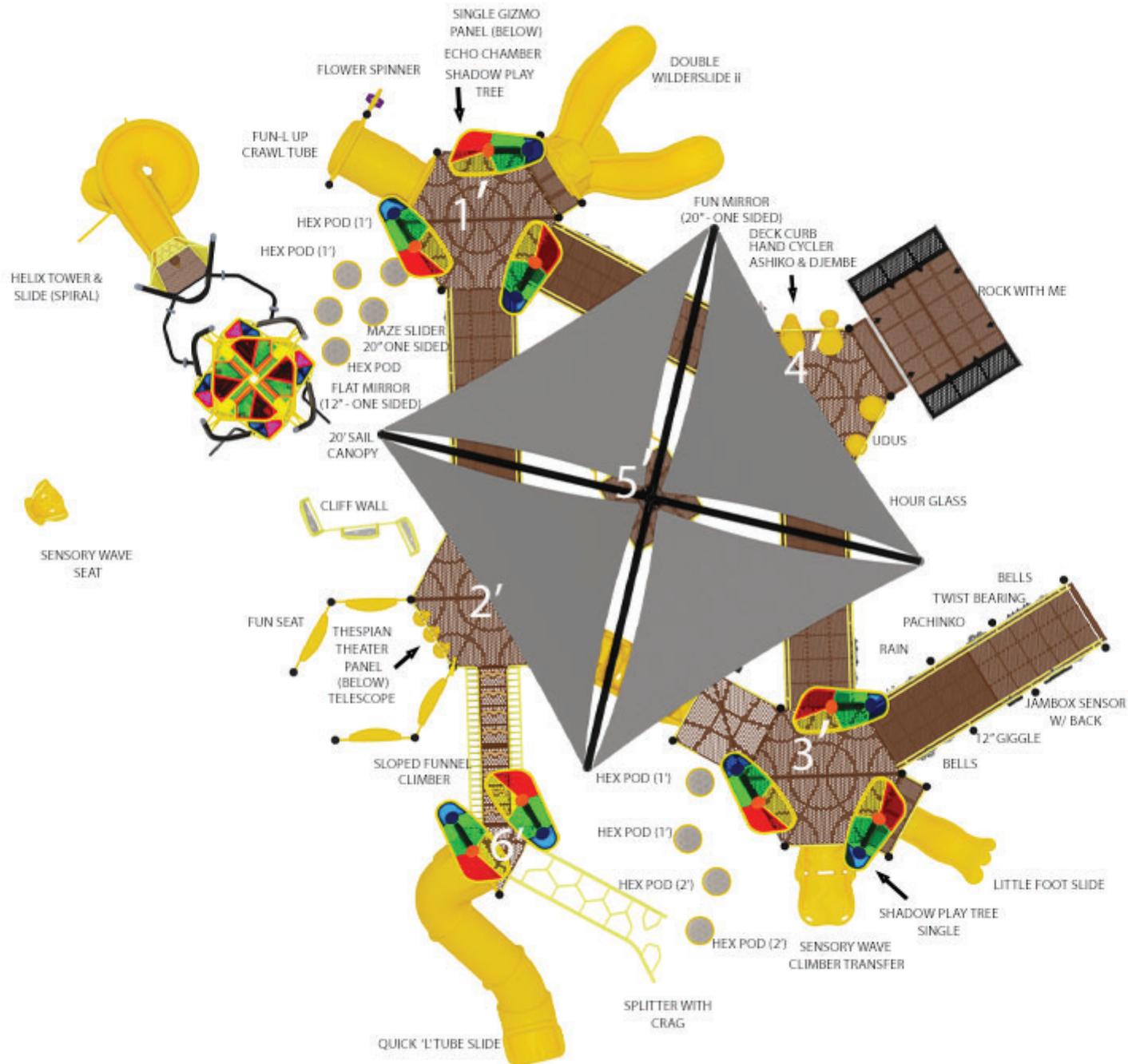
Specifications

DESIGN FEATURES

- Designed to provide the highest capacity of any playground, with an industry-leading 49" deck
- Utilizes our patented TruLoc® DirectBolt connections to assure fast and easy installation













Sensory Wave Seat





A PLAYCORE Company

[HOME](#) / GRANT APPLICATION

Grant Application

Up to 100% matching funds

Submit Your Playground Grant Application

Complete the form below to submit our grant application. Applications are only being accepted in the contiguous United States at this time.

Tell us about yourself and your organization

First name *

Last name *

Email *

Phone number *

Organization Name *

Organization Type *

Description of organization, goals, and consideration for grant *

Please provide a brief description of your organization, its goals, and why it should be considered for matching funds.

Tell us about your project and fundraising

Project Address *

Project City *

Project State *

Project Zip Code *

Project Country *

How Much Funding Have You Raised So Far? *

GameTime Dollar Amount Match

Select the range of funding you've raised.

List your actual contribution to the play equipment purchase only.

Age range of players

Expected number of players

Enter the age range of the children who will play on the playground (e.g. ages 2 to 5, 5 to 12, etc.)

Please list the expected number of players that will be on the playground at a time (you can list a range).

Total play area size

Special Site Conditions

Enter the approximate length and width of the play area - an estimate is fine. (e.g. 30' x 50')

Do you have any special site conditions (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc.)?

Is the project site level?

Do you have an upcoming project? *

Type of Funding Requested *

- Up to 100% Matching Funds on Play Systems
- Up to 50% Matching Funds on Select Fitness Equipment

GameTime is committed to protecting and respecting your privacy, and we'll only use your personal information to administer your account and to provide the products and services you requested from us. From time to time, we would like to contact you about our products and services, as well as other content that may be of interest to you. If you consent to us contacting you for this purpose, please tick below to say how you would like us to contact you:

- I agree to receive other communications from GameTime. *

You can unsubscribe from these communications at any time. For more information on how to unsubscribe, our privacy practices, and how we are committed to protecting and respecting your privacy, please review our [Privacy Policy](#).

By clicking submit below, you consent to allow GameTime to store and process the personal information submitted above to provide you with the content requested.

ERROR for site owner:
Invalid domain for site key

reCA

SUBMIT

Tell us about yourself and your organization

First name *

Last name *

Email *

Phone number *

Organization Name *

Organization Type *

Description of organization, goals, and consideration for grant *

Please provide a brief description of your organization, its goals, and why it should be considered for matching funds.

Tell us about your project and fundraising

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Do you have an upcoming project? *

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By clicking submit below, you consent to allow GameTime to store and process the personal information submitted above to provide you with the content requested.

protected by reCAPTCHA

[Privacy](#) - [Terms](#)

SUBMIT

Terms and Conditions

- The list price of the qualifying playground system must exceed \$75,000 to qualify for up to a 100% matching grant, and payment in full must accompany your order.
- For play systems with a list price of less than \$75,000 and greater than \$25,000 with full payment, GameTime playground grants are available, with matching funds up to 80%.
- Matching funds are available up to 65% for play systems that exceed \$25,000 and are purchased with credit terms.
- Matching funds are subject to rounding rules and may vary based on qualified purchases. This grant program cannot be used with any other offer, discount, or special program.
- Up to 100% matching funds applies to PowerScape® (including Aventus, Altus, and Spire Towers), PrimeTime® (including Odyssey), Xscape®, and Modern City®.
- Grant applications must be submitted by October 18, 2024. The project administrator must validate all applications, and GameTime reserves the right to decline any application.
- GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first.
- The customer must be able to receive the shipment by December 31, 2024, subject to transportation availability.
- As listed in the 2024 GameTime Playground Design Guide, standard policies and warranties apply. Freight and applicable sales tax are extra and not included.
- Other terms, conditions, and exclusions may apply. Contact your local GameTime representative for complete details.
- GameTime reserves the right to terminate this offer at any time without notice. This offer is only valid in the contiguous United States.

- Up to 50% matching funds are available for THRIVE, Challenge Course, KidCourse, and The Stadium.



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-01 & EDC 2024-53

Agenda Item Summary Memo

Title: Yorkville Renewables Solar (Nexamp) - (Rezone, Special Use, and Variance)

Meeting and Date: City Council – September 24, 2024

Synopsis: Requested Rezoning, Special Use, and Variance approval for a proposed alternative energy system or “solar farm”.

Council Action Previously Taken:

Date of Action: PZC – 9/11/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-01 & EDC 2024-53

Type of Vote Required: Rezoning – 2/3 Majority of the Alderman (6 out of 8)
Special Use – Supermajority (6 out of 9)
Variance – Majority

Council Action Requested: Approval

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:



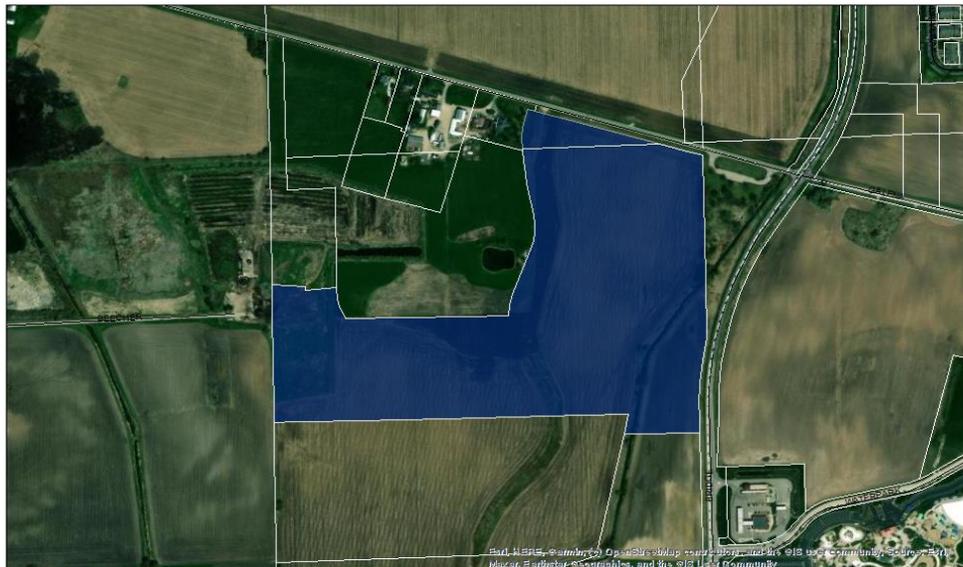
Memorandum

To: City Council
From: Sara Mendez, Planner I
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: September 17, 2024
Subject: **PZC 2024-01 Yorkville Renewables/Nexamp – Solar Farm**
(Rezone, Special Use, and Variance)

BACKGROUND AND PROJECT DESCRIPTION:

The applicant, Daniel Kramer on behalf of Nexamp dba Yorkville Renewables, LLC, contract leasee, is requesting rezoning, special use, and variance permit approval to construct a 5-megawatt (MW) freestanding community solar facility. The proposed 23-acre solar farm will be situated on approximately 73.5 acres of existing farmland parcel located near the southwest corner of Galena Road and Route 47 within the former East Westbury Village Planned Unit Development (PUD) in parcels (#02-05-400-005 and #02-08-200-030). A Memorandum of Understanding with the successor property owners of the East Village of Westbury development was executed to repeal the land plan and obligations of the PUD on May 28, 2024 (Ordinance 2024-05). The property is currently utilized for farming and the owners of the real property are Daniel A and Charene S Nagel.

The petitioner is also requesting to rezone the parcel from the current R-2 Single-Family Traditional Residence District to the A-1 Agricultural District. Lastly, the petitioner is requesting a variance to Section 10-4-13 of the City's Unified Development Ordinance to decrease the minimum interior side yard setbacks from one hundred (100) feet to fifty (50) feet.



Yorkville Renewable - Nexamp

United City of Yorkville, Illinois
Date: June 21, 2024
File Location: I:\ARCGIS TEMPLATES\Yorkville Renewables - Nexamp



PLANNING AND ZONING COMMISSION COMMENTS:

At the September 11, 2024, Planning and Zoning Commission meeting, the applicant, Nexamp dba Yorkville Renewables, LLC, clarified the details of their requested bulk and dimensional variance. Specifically, they are seeking a variance to Section 10-4-13 of the City’s Unified Development Ordinance to reduce the minimum interior side yard setbacks from the required one hundred (100) feet to fifty (50) feet. This clarification corrects the original Planning and Zoning Commission memo, which updated the previously requested reduction of the setback from fifty (50) feet to eight (8) feet. The original petition, submitted before the adoption of the Unified Development Ordinance, had already undergone a previous Plan Council meeting and, at that time, met the standards of the previous zoning ordinance regarding setbacks. The petitioner is now requesting to retain these original standards.

REZONING, SPECIAL USE, & VARIANCE REQUEST:

The Planning and Zoning Commission held a public hearing for the rezoning and special use request for a solar farm on September 11, 2024. The commission made the following actions on the motions below:

REZONING

In consideration of testimony presented during a Public Hearing on September 11, 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-2 Single-Family Traditional Residence District to A-1 Agricultural District for the purpose of constructing a freestanding solar energy system, or solar farm, located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road.

Action Item:

Forristall-aye, Hyett-aye, Millen-aye, Vinyard-aye, Williams-aye.
5 ayes; 0 nay

SPECIAL USE

In consideration of testimony presented during a Public Hearing on September 11, 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, as depicted in plans prepared by Atwell and submitted by Nexamp dated last revised 8/15/24 for approximately 23 acres located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road, subject to staff recommendations in a memo dated September 4, 2024.

Action Item:

Forristall-aye, Hyett-aye, Millen-aye, Vinyard-aye, Williams-aye.
5 ayes; 0 nay

VARIANCE

In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for bulk regulation variance to Section 10-4-13.B.8.b of the Unified Development Ordinance, reducing the north, west, and south property lines setback from 100 feet to 50 feet.

Action Item:

Forristall-aye, Hyett-aye, Millen-aye, Vinyard-aye, Williams-aye.
5 ayes; 0 nay

ATTACHMENTS:

- 1) Property Aerial dated 03/13/22, as prepared by Nexamp
- 2) Legal Description dated August 15, 2022, as prepared by Atwell Group
- 3) Glare Study dated Aug. 18, 2022, prepared by Forge Solar
- 4) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
- 5) Electrical Diagram dated 01/10/2021, as submitted by Nexamp
- 6) Manufactures Cut Sheets, as submitted by Nexamp
- 7) Interconnection Agreement with ComEd
- 8) Application for Rezoning, as prepared by Yorkville Renewables, LLC
- 9) Application for Special Use, as prepared by Yorkville Renewables, LLC
- 10) List of Property Owners within 500 feet of subject parcel
- 11) Copy of Memorandum of Understanding Regarding the Repeal of the Planned Unit Development Agreement for the East Village of Westbury, as executed by Daniel A. and Charene S. Nagel.
- 12) Application for Variance, as prepared by 126612 Corneils Road Solar, LLC
- 13) Yorkville Renewables, LLC Response Letter, dated June 13, 2024
- 14) Rendering, dated June 13, 2024
- 15) Plan Council Packet (07-25-2024)
- 16) Public Hearing Notices
- 17) Response Letter to EEI, dated August 15, 2024
- 18) Final Site Plans, dated August 15, 2024
- 19) Truck Turn Analysis Construction/Delivery Traffic, dated August 15, 2024
- 20) Stormwater/Drainage Memorandum, dated August 16, 2024
- 21) Culvert Computations, dated August 16, 2024
- 22) Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar, dated August 15, 2024
- 23) EEI Comments, dated October 19, 2023
- 24) EEI Comments, dated July 10, 2024
- 25) EEI Comments, dated August 27, 2024
- 26) Conditional Use Permit Narrative, dated June 14, 2024
- 27) Kendall County Highway Department Access Approval Email, dated November 9, 2022

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 AT THE SOUTHWEST CORNER OF GALENA ROAD AND ROUTE 47

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, Nexamp d/b/a Yorkville Renewables, LLC, an Illinois limited liability company (“Applicant”), is leasing approximately 23 acres for the proposed installation of approximately 11,712 freestanding solar energy systems on the property owned by Daniel A. and Charne S. Nagal, located at the southwest corner of Galena Road and Illinois Route 47 (N. Bridge Street) (“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 located within the former East Westbury Village Planned Unit Development and classified in the R-2 Single-Family Traditional 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 September 11, 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 (“Corporate Authorities”) for approval of the rezoning; and

WHEREAS, an objection to the requested relief was filed by the owner of 20% or more of the frontage immediately adjoining the property at issue, pursuant to Section 10-8-5 of the UDO and Section 11-13-14 of the Illinois Municipal Code, and therefore a two-thirds affirmative vote of the City Council is required to grant the requested relief; 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:

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE
COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.:
202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE
SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34

FEEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO

THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8;
THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG
SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE
WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS
ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO
COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE);
THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE
EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE
BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE
SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET;
THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34
FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST,
183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS
WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38
SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES
07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27
MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES
35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60
DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH
69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE
SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET;
THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85
FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST,

80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG

SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET;

THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID

SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE

SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15' 48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE

EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

•SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER

OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02

MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST

LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

•SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

with Property Index Numbers 02-05-400-005 and 02-08-200-03 into the A-1 Agricultural Zoning District.

Section 3. That the rezoning to A-1 Agricultural Zoning District approved through this Ordinance is contingent upon the approval of a special use permit for the Subject Property for use

as a solar farm with freestanding solar energy systems, and should such special use permit be denied, the rezoning contemplated in this Ordinance shall not be granted.

Section 4. That 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

Exhibit A

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST;

THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12

SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE

NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15' 48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS

FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE

SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

•SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE •OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86

DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID

EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

•SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A SPECIAL USE PERMIT ALLOWING FREESTANDING SOLAR ENERGY SYSTEMS ON CERTAIN TERRITORY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GALENA ROAD AND ROUTE 47

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, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) the Mayor and the 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 d/b/a Yorkville Renewables, LLC, an Illinois limited liability company (“the Lessee”), is leasing approximately 23 acres for the proposed installation of approximately 11,712 freestanding solar energy systems on the property owned by Daniel A. and Charne S. Nagal, located at the southwest corner of Galena Road and Illinois Route 47 (N. Bridge Street) (“Subject Property”) legally described in Section 2 of this Ordinance; and

WHEREAS, under the authority of the UDO, the Subject Property is located in a designated A-1 Agricultural District and freestanding solar 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 September 11, 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 made findings of fact and recommendation to the Corporate Authorities the approval with conditions for the special use for the Subject Property for a solar farm with freestanding solar energy systems; and

WHEREAS, an objection to the requested relief was filed by the owner of 20% or more of the frontage immediately adjoining the property at issue, pursuant to Section 10-8-5 of the UDO and Section 11-13-14 of the Illinois Municipal Code, and therefore a two-thirds affirmative vote of the City Council is required to grant the requested relief; and

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 special use for the Subject Property, legally described as:

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28

FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST,

HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34

FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST,

70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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

THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE

BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE

NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15' 48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE,

957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE

NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE

SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF

TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

•SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE •OF THE SOUTHEAST QUARTER OF SECTION 5; IHENCE SOU1H 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION

8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH

07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE

ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

•SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

with Property Index Numbers 02-05-400-005 and 02-08-200-03 or 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. One paved parking pad for off-street parking on the site.
- B. 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.
- C. Approval of the City Public Works Director and City Engineer on the road composition.
- D. A performance guarantee in an amount of \$1,741,254 as recommended by the City Engineer, attached hereto and made a part hereof as *Exhibit A*.
- E. Utilization of a modified Type D transition zone at a minimum of the eastern border facing Route 47.
- F. Compliance with work items listed in the review letters prepared by Engineering Enterprises, Inc. (EEI) dated October 19, 2023 revised July 10, 2024 and August 27, 2024, attached hereto and made a part hereof as *Exhibit B*.
- G. The developer clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

H. Substantial conformance with Special Use Application Plans prepared by Atwell, LLC and submitted by Nexamp, last revised and dated 08-15-2024, attached hereto and made a part hereof as *Exhibit C*.

Section 4. That 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



August 27, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 2nd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (12 sheets) dated August 16, 2024, and prepared by Atwell
- Stormwater Management Memo dated August 16, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated August 15, 2024, and prepared by Atwell
- 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 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)

- IDOT for access to Route 47
2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
 3. A field tile survey will be required.
 4. A plat of easement for perimeter easements will be required.
 5. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
 6. The plan fee estimate is attached.
 7. Prior to the start of construction, the following items need to be addressed:
 - A preconstruction meeting with City staff needs to be held.
 - A construction guarantee equal to 120% of the decommissioning costs needs to be on file with the City.
 - All building permit-related fees need to be paid.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The Pervious-Undisturbed area in post-development conditions (Table 3.1) should be reduced compared to the Pervious-Undisturbed area in the pre-development conditions (Table 2.1). The total drainage area should be the same for the two conditions.
10. The drainage areas callouts on the Existing Drainage Area and Proposed Drainage Maps should be revised to be the same area.
11. The proposed improvements will not require stormwater detention based on the "Detention Requirements for Solar Developments" memo dated 7/10/2024. The design post-development peak flow rate for both the 2-year and 100-year storm events is less than the allowable post-development peak flow rates.

Final Engineering Plans

12. The engineering plans have been reviewed and are found to be generally acceptable.

Truck Turning Exhibits

13. The WB67 runs off of the road at the T-intersection with the parking area. Revise the turning movements or consider widening the road if necessary.

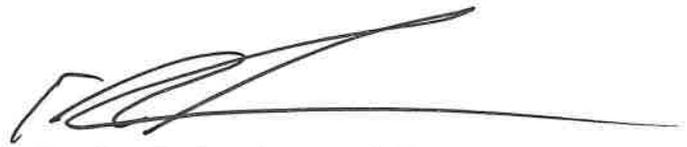
Engineer's Opinion of Probable Decommissioning Costs

14. We have reviewed the Engineer's Cost Opinion and find it to be acceptable. A performance guarantee in the amount of \$1,741,254 (120% x \$1,451,045) is to be on file with the City prior to the issuance of a building permit.

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 Walsh, NexAmp (via email)
Mr. Michael Keith, Atwell (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

August 23, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our third landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per previous correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

PREVIOUS COMMENTS NOT ADDRESSED. The requested transition zone plantings along Eldamain Road and Route 47 are not reflected on the plan.

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

The stormwater management areas have been removed from the plans, so therefore species diversity requirements do not apply

Tree Preservation and Removal

PREVIOUS COMMENTS NOT ADDRESSED. 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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

PREVIOUS COMMENTS PARTIALLY ADDRESSED. A seed mix has been provided for the previously noted “Native Pollinator Friendly Solar Array Sed Mix”. 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.

Wetlands

PREVIOUS COMMENTS NOT ADDRESSED. Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 12 sheets, prepared by Atwell, most recently dated 8/15/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



October 19, 2023

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp 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)
 - Kendall County for access to Galena Road.
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. 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 648 and 646. Please see the attached exhibit.
4. Any impacts to the wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
5. A field tile survey will be required.
6. Perimeter easements will need to be provided. These easements should be a minimum of 20' along Galena Road and Rt 47.
7. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
8. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
9. 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

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 Walsh, NexAmp (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

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Volo, ILLINOIS

October 13, 2023

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar (Nagle)

Dear Pamela:

We have completed our first landscape plan review of the proposed NexAmp Solar (Nagle) facility located southwest of Galena Road and State Route 47 in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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).

Parkway Landscaping

A minimum of one tree per 50 linear feet of frontage is required along Galena Road and Route 47.

Perimeter Landscaping

The proposed development does not directly abut single-family residential property, so therefore perimeter landscaping requirements do not apply.

Parking Lot Landscaping

The proposed development does not include parking lots; therefore, parking lot landscaping requirements do not apply.

Lot Landscaping

Lot landscaping requirements are not met. Nonresidential development requirements include 2 shade trees and 15 shrubs be provided for every 20,000 square feet of lot area. We understand trees and shrubs may not be desirable near the solar array, but the eastern half of the site appears vacant. Consider native plantings to enhance the Rob Roy Creek corridor, which would complement the proposed pollinator friendly solar array seed mix.

Stormwater Storage Basin Landscaping

No stormwater storage basins were found; therefore, these requirements do not apply.

Tree Preservation

Tree Preservation standards apply to all development parcels greater than five acres in area; therefore, these requirements apply to this site. A review of Google Earth imagery reveals trees are present on the site, but that there may not be trees present on the portion of the site proposed for development.

General Standards

The landscape plan indicates a "Native Pollinator Friendly Solar Array Sed Mix" will be installed but no details are provided. Plan should species (both botanic and common names) and seeding rate of mix. 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 eastern half of the site that appears vacant.

The digital plan copies provided for review are low quality and pixelated. Future submittals should be higher resolution to improve legibility.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape 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



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



Legend

- Zone A
- Zone AE
- Floodway

Galena Rd, N. Bridge St, N. Main St, N. State St, N. Union St, N. Yorkville, and the City of Yorkville Community

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 2023
PROJECT NO.:	YO2302
BY:	MJT
PATH:	1110 REPUBLICAN YORKVILLE ILL
FILE:	111023 1110 REPUBLICAN YORKVILLE ILL



**GALENA RD & IL-47 (N. BRIDGE ST)
 ROB ROY CREEK
 FLOODPLAIN EXHIBIT**





July 10, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans dated June 11, 2024, and prepared by Atwell
- Stormwater Management Memo dated February 9, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated January 29, 2024, and prepared by Atwell
- Variance Application
- Kendall County Approval Letter
- 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 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)
 - Kendall County for access to Galena Road.
 - IDOT for access to Route 47.

2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
3. A field tile survey will be required.
4. A plat of easement for perimeter and stormwater management easements will be required.
5. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
6. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
7. Truck turning exhibits for delivery and emergency vehicles should be submitted.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The report should be signed and sealed by a Professional Engineer prior to final approval.
10. After discussions with Kendall County it was determined that the following criteria should be used for design of stormwater management systems for solar farms:
 - a. The change from agricultural to native vegetation will not be considered as being hydrologically disturbed.
 - b. Disturbance area should only include areas to be graded or areas where surface type will be changed to impervious area.
11. In the Proposed Conditions section, the narrative says that the "project will flow both undetained and detained offsite". It should be noted that the detention is onsite.
12. The northeast basin should have 1-foot of freeboard.
13. Provide volume calculations for the compensatory storage area.
14. Provide storm sewer calculations.
15. Provide orifice and spillway calculations for the release rates.

Final Engineering Plans

C-000 Cover Sheet

16. The plans shall be signed and sealed by a Professional Engineer prior to final approval.
17. The street address for the City's contacts should be revised to 651 Prairie Pointe.

C-200 Soil Erosion and Sediment Control Plan

18. Silt fence is needed on the west side of the site.
19. The slopes of the detention basins should have erosion control blanket. It's unclear at this scale if it is shown or not.
20. Culvert protection should be shown for the proposed culverts.

C-300 Site Layout Plan

21. Does the driveway off of Rte 47 just end at the floodplain? If traffic is intended to cross the floodplain for construction purposes, then the road should be shown extended.
22. If the Rte 47 driveway is intended to be used as shown, is it necessary to have the HMA apron for the limited traffic that would be using that driveway?

C-402 Grading Plan – Basins

23. Show the proposed grading after the stockpiles are removed.
24. The volume provided for the southwest basin is shown as 103,983 cu ft, but the stormwater report shows a volume of 17,442 cu ft. Confirm the correct volume.
25. Revise the grading on the north end of the southwest basin. Water will pool at the 650 contour in the northwest corner the way it is currently shown.
26. The rim shown on the Southwest Detention Basin Restrictor Manhole detail conflicts with the callout for Restrictor MH-1.
27. The maximum allowable spacing between storm sewer manholes is 500 feet. Add additional manholes as needed.
28. Show drainage flow arrows throughout the site.
29. Show the emergency overland flow route.
30. The top of the embankment for the northeast basin should be 647.00 to provide the required 1-foot of freeboard.
31. The spillways should have a concrete curtain wall for erosion control. See the Unified Development Ordinance - 10-A-7-J.7 for additional details.
32. Detention basins will need to be in a Stormwater Management Easement.

C-600 Standard Details

33. Include a typical section for the detention basins.

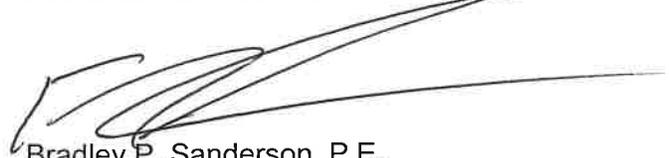
Engineer's Opinion of Probable Decommissioning Costs

- 34. The items with "TBD" quantities should be estimated with a value to get a more accurate total cost.
- 35. The assumptions listed specify that the estimate would be redone every 5 years. The UDO requires the estimate to be redone every 3 years.
- 36. An inflation rate of 3% should be included in the estimate. A note specifying the years used for the lifetime of the project should be added when calculating the inflation costs.

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 Walsh, NexAmp (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

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CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

July 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our second landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per recent correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

Two vegetated stormwater management areas were identified on the plans. The hatch legend identifies these areas as "Proposed Basin Seed Mix (To Be Provided with Construction Documents)." Therefore, compliance with species diversity requirements cannot be assessed at this time due to lack of information.

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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

A seed mix has been provided for the previously noted "Native Pollinator Friendly Solar Array Sed Mix". 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.

Tree and shrub totals shown in the “Plant Calculations” tables and “Plant Schedule” do not correspond. Petitioner should clarify and revise as necessary.

Proposed plant sizes are not specified on the plans. Canopy trees must be at least 2.5” caliper, understory trees not less than 1.5” caliper or 6’ tall, evergreen trees at least 6’ tall, and shrubs at least 2’ tall at the time of planting.

Wetlands

Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 13 sheets, prepared by Atwell, most recently dated 6/11/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



August 27, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 2nd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (12 sheets) dated August 16, 2024, and prepared by Atwell
- Stormwater Management Memo dated August 16, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated August 15, 2024, and prepared by Atwell
- 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 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)

- IDOT for access to Route 47
2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
 3. A field tile survey will be required.
 4. A plat of easement for perimeter easements will be required.
 5. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
 6. The plan fee estimate is attached.
 7. Prior to the start of construction, the following items need to be addressed:
 - A preconstruction meeting with City staff needs to be held.
 - A construction guarantee equal to 120% of the decommissioning costs needs to be on file with the City.
 - All building permit-related fees need to be paid.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The Pervious-Undisturbed area in post-development conditions (Table 3.1) should be reduced compared to the Pervious-Undisturbed area in the pre-development conditions (Table 2.1). The total drainage area should be the same for the two conditions.
10. The drainage areas callouts on the Existing Drainage Area and Proposed Drainage Maps should be revised to be the same area.
11. The proposed improvements will not require stormwater detention based on the "Detention Requirements for Solar Developments" memo dated 7/10/2024. The design post-development peak flow rate for both the 2-year and 100-year storm events is less than the allowable post-development peak flow rates.

Final Engineering Plans

12. The engineering plans have been reviewed and are found to be generally acceptable.

Truck Turning Exhibits

13. The WB67 runs off of the road at the T-intersection with the parking area. Revise the turning movements or consider widening the road if necessary.

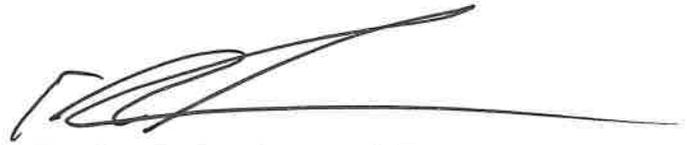
Engineer's Opinion of Probable Decommissioning Costs

14. We have reviewed the Engineer's Cost Opinion and find it to be acceptable. A performance guarantee in the amount of \$1,741,254 (120% x \$1,451,045) is to be on file with the City prior to the issuance of a building permit.

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 Walsh, NexAmp (via email)
Mr. Michael Keith, Atwell (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

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August 23, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our third landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per previous correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

PREVIOUS COMMENTS NOT ADDRESSED. The requested transition zone plantings along Eldamain Road and Route 47 are not reflected on the plan.

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

The stormwater management areas have been removed from the plans, so therefore species diversity requirements do not apply

Tree Preservation and Removal

PREVIOUS COMMENTS NOT ADDRESSED. 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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

PREVIOUS COMMENTS PARTIALLY ADDRESSED. A seed mix has been provided for the previously noted “Native Pollinator Friendly Solar Array Sed Mix”. 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.

Wetlands

PREVIOUS COMMENTS NOT ADDRESSED. Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 12 sheets, prepared by Atwell, most recently dated 8/15/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



Exhibit C

YORKVILLE RENEWABLES

A 4.95MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

GALENA ROAD UNITED CITY OF YORKVILLE, KENDALL COUNTY, BRISTOL TOWNSHIP, ILLINOIS

FINAL SITE PLANS

APPLICANT

YORKVILLE RENEWABLES, LLC
101 NORTH WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
CONTACT: MATT WALSH

CONSULTANT

NEXAMP, INC.
101 NORTH WACKER DRIVE, SUITE 200
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CONTACT: MATT WALSH
E: MWALSH@NEXAMP.COM

CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

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E: MKEITH@ATWELL-GROUP.COM
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING - ZONING - LANDSCAPE - SIGNAGE

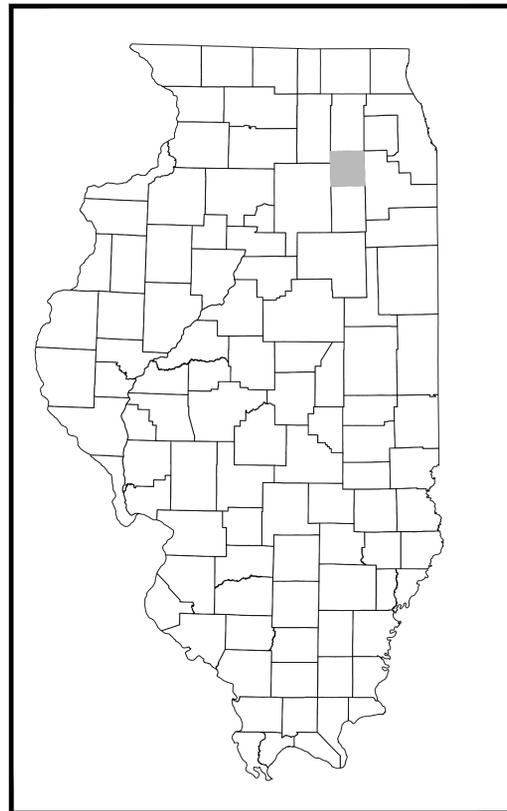
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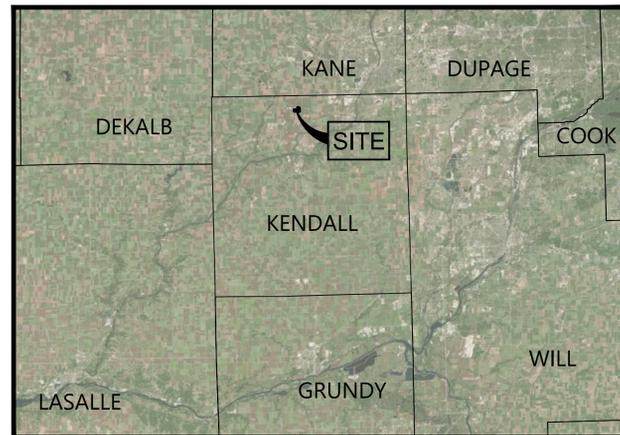
ILLINOIS
NOT TO SCALE

SHEET INDEX

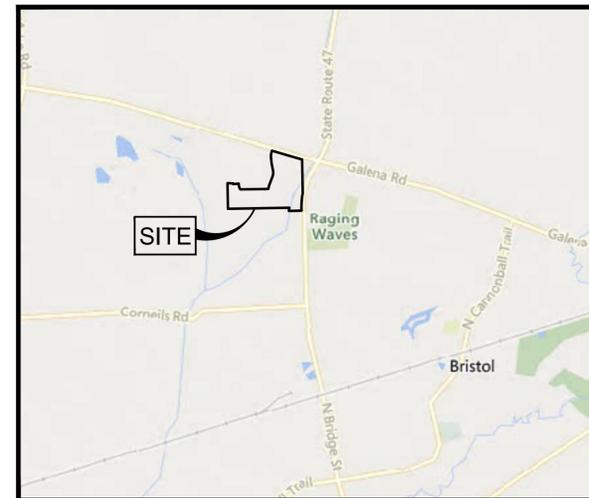
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- C-201 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
- C-300 SITE LAYOUT PLAN
- C-400 GRADING AND STORMWATER PLAN
- C-401 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

9-1-1 ADDRESS

TBD



KENDALL COUNTY



VICINITY MAP
NOT TO SCALE



**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 AGREE 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, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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666.650.4200 www.atwell-group.com
1245 EAST DIEHL ROAD, SUITE 100
NAPERVILLE, IL 60563
DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**

NOT FOR CONSTRUCTION

Scale: As Noted
Approved by: MBK
Drawn by: LEH

Dwg No:	Size:	Sheet Rev:
C-000	D	D

CAD FILE: 22001757C-000-CV.DWG

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LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 SECONDS WEST, 118.52 FEET; THENCE SOUTH 73 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 54 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°58'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 54°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 49°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON 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/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-___ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(o) 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 X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED 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 PERFORMED 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 OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.

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 LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED 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 OWNER OR ITS REPRESENTATIVE. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR 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.

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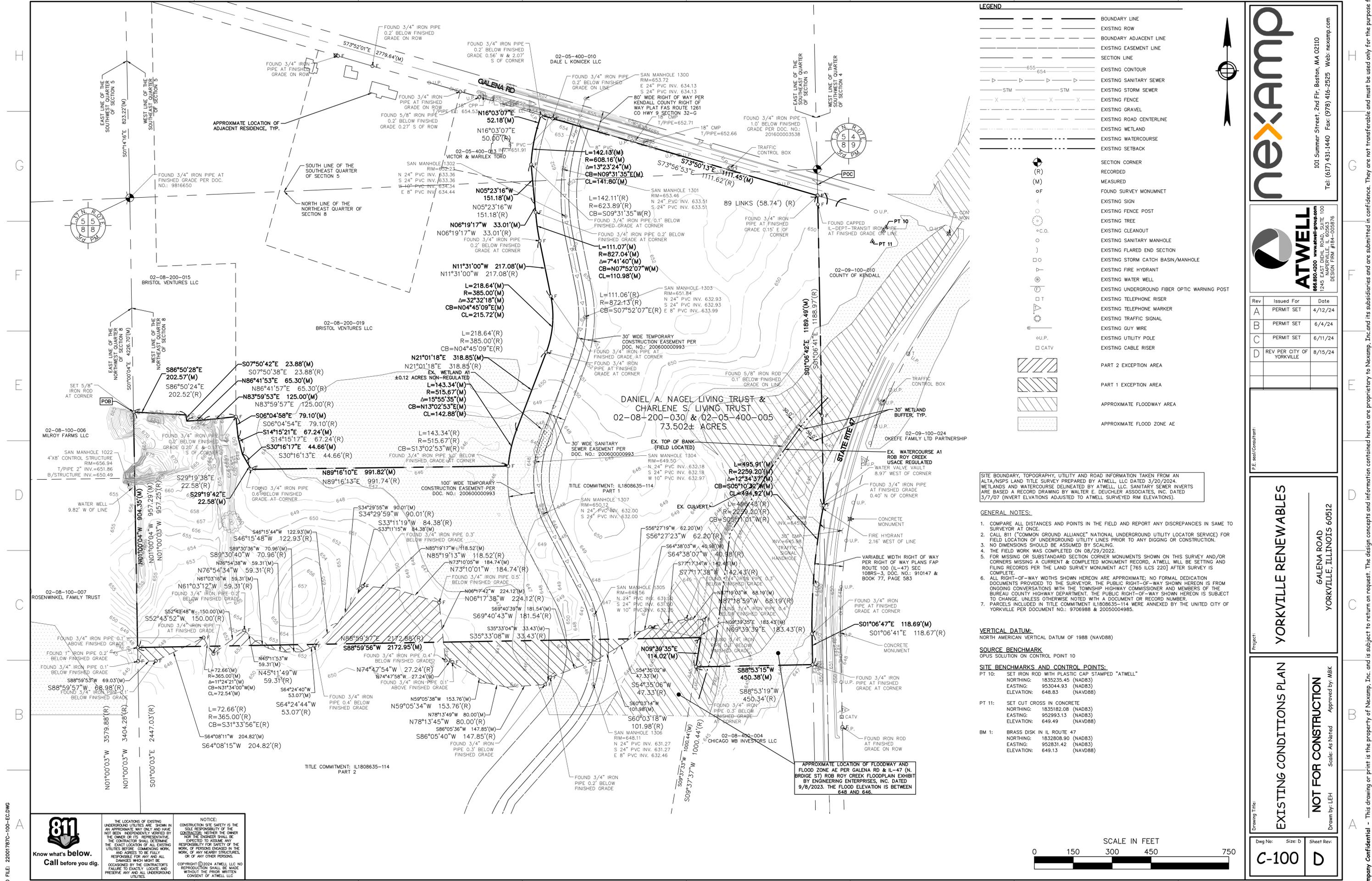
ATWELL 66650.4200 www.atwell-group.com 1245 EAST DIBBLE ROAD, SUITE 100 YORKVILLE, ILLINOIS 60551 DESIGN FIRM #14-0089976

Table with 3 columns: Rev, Issued For, Date. Rows A-D with details on permit sets and revision dates.

Project: YORKVILLE RENEWABLES GALENA ROAD YORKVILLE, ILLINOIS 60512

LEGAL DESCRIPTION NOT FOR CONSTRUCTION Scale: As Noted Approved by: MBK

Dwg No: C-001 Size: D Sheet Rev: D



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

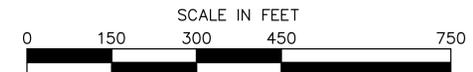
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
 - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
 - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
 - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
 - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
 - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

SOURCE BENCHMARK
OPUS SOLUTION ON CONTROL POINT 10

SITE BENCHMARKS AND CONTROL POINTS:

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
 - EASTING: 953044.93 (NAD83)
 - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
 - EASTING: 952993.13 (NAD83)
 - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
 - EASTING: 952831.42 (NAD83)
 - ELEVATION: 649.13 (NAVD88)



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ATWELL

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1245 EAST DIEHL ROAD, SUITE 100
YORKVILLE, ILLINOIS 60552
DESIGN FIRM #184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

EXISTING CONDITIONS PLAN

NOT FOR CONSTRUCTION

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK
Drawn by: LEH

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 HIS 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 OCCURRED 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 OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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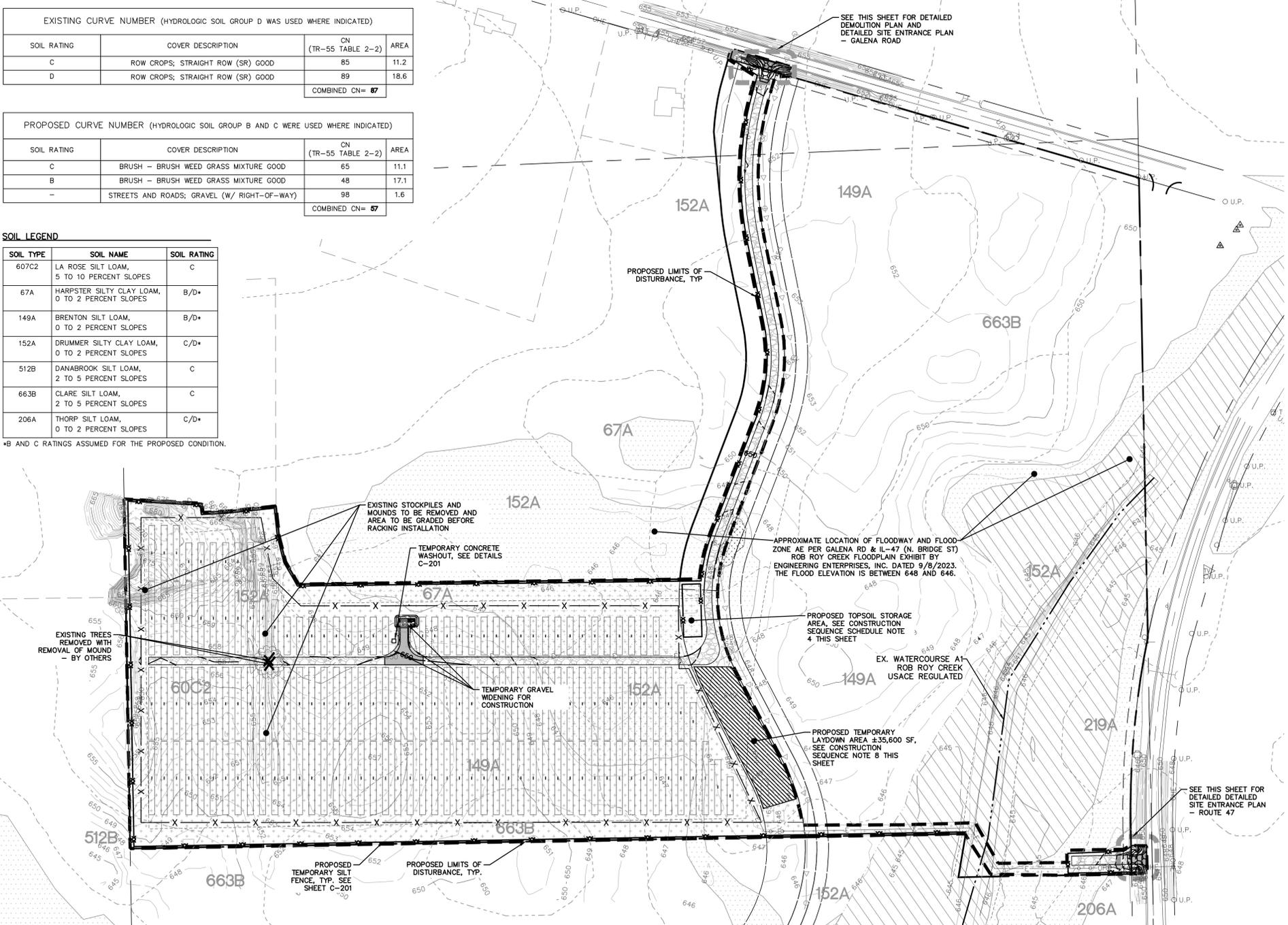
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EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP D WAS USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	11.2
D	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	18.6
		COMBINED CN= 87	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	65	11.1
B	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	48	17.1
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.6
		COMBINED CN= 57	

SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
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	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

*B AND C RATINGS ASSUMED FOR THE PROPOSED CONDITION.



LEGEND	
	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	LIMITS OF DISTURBANCE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	TEMPORARY SILT FENCE, SEE DETAIL SHEET C-201
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SOILS
	EXISTING UTILITY TO BE REMOVED
	EXISTING UTILITY POLE
	REMOVE EXISTING TREE
	PROPOSED RIPRAP
	TEMPORARY CONSTRUCTION ENTRANCE, SEE DETAIL SHEET C-201
	EROSION CONTROL BLANKET WITH PERMANENT STABILIZATION PER LANDSCAPE PLAN
	PERMANENT STABILIZATION PER LANDSCAPE PLAN
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
	TEMPORARY GRAVEL WIDENING FOR CONSTRUCTION
	APPROXIMATE FLOODWAY AREA
	APPROXIMATE FLOOD ZONE AE

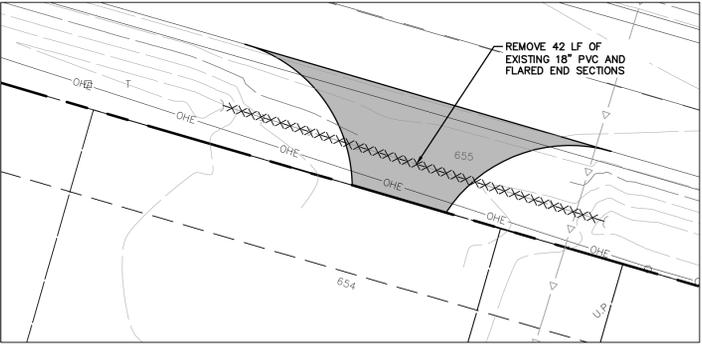
CONSTRUCTION SEQUENCE SCHEDULE

- INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
 - REMOVE EXISTING CULVERT.
 - INSTALL PROPOSED CULVERT AND INLET PROTECTION.
 - INSTALL ACCESS ROAD AT ITS FULL WIDTH WITH THE STABILIZATION CONSTRUCTION ENTRANCE UNDER THE EGRESS LAND TO ENSURE EGRESS TRUCKS ARE PROPERLY CLEANED OF MUD AND DEBRIS PRIOR TO ENTERING THE PUBLIC ROADS.
 - INSTALL SILT FENCE/SILT/STOX
 - INSTALL SILT FENCE ALONG ALL LIMITS OF DISTURBANCE AREAS.
 - TREE REMOVAL WHERE NECESSARY (CLEAR & GRUB).
 - CONTAIN STOCKPILE LOCATIONS WITHIN SITE AND INSTALL EROSION CONTROL MEASURES AS NECESSARY.
 - INSTALL GRAVEL ACCESS DRIVE. ACCESS DRIVE SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY PRIOR TO SITE CONSTRUCTION.
 - START CONSTRUCTION OF SOLAR PANELS AND UTILITIES.
 - INITIATE TEMPORARY SEEDING WITHIN ONE BUSINESS DAY OF INACTIVITY, THROUGHOUT CONSTRUCTION, DENUDE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
 - REMOVE GRAVEL FOR LAYDOWN AREA, AND SPREAD WITH TOPSOIL. GRAVEL SHALL BE USED TO FILL IN AREAS ON ACCESS ROAD THAT WERE DAMAGED OR RUTTED DURING CONSTRUCTION.
 - PERMANENTLY STABILIZE ALL AREAS. SEE LANDSCAPE PLAN FOR PERMANENT STABILIZATION MIXES.
 - REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION.
- SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY WEEK AND WITHIN 24 HOURS OF THE END OF A STORM OR BY THE END OF THE FOLLOWING BUSINESS DAY AFTER EVERY 0.5 IN. OR GREATER RAINFALL EVENT.

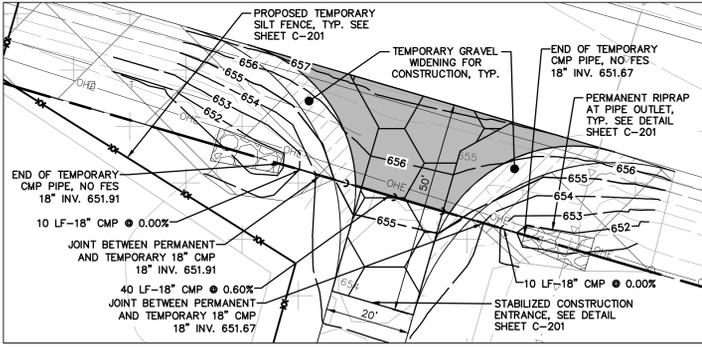
EROSION CONTROL AND SEDIMENTATION NOTES:

- SEE DEMOLITION NOTES SHEET C-601
- AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
- ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEEPED AT THE END OF EACH WORKING DAY.
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
- SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
- 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.
- ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- 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.
- DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
- ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
- OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
- THE OVERALL DEVELOPMENT WILL BE RE-SEEDING AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROPP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- 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.

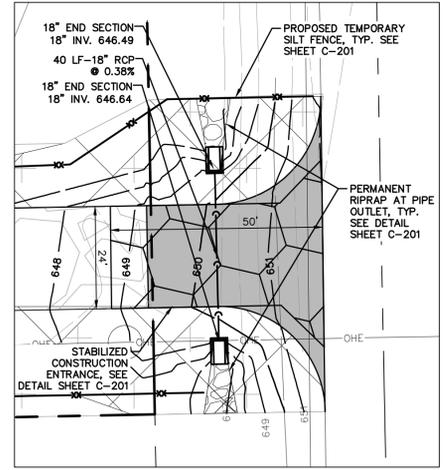
SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	75.51
TOTAL DISTURBED AREA (ACRES)	29.8
EXISTING IMPERVIOUS AREA (ACRES)	0.0
PROPOSED IMPERVIOUS AREA (ACRES)	1.6



DETAILED DEMOLITION PLAN
SCALE 1" = 20'



DETAILED SITE ENTRANCE PLAN - GALENA ROAD
SCALE 1" = 20'



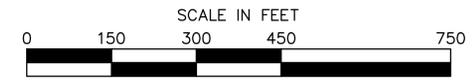
DETAILED SITE ENTRANCE PLAN - ROUTE 47
SCALE 1" = 20'

811
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE 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 ORGANIZATOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

NOT FOR CONSTRUCTION

Scale: As Noted
Approved by: MBK
Drawn by: LEH

Dwg No:	Size:	Sheet Rev:
C-200	D	D

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
2. EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
3. THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
4. THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
5. PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOUSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
6. ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
 - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
 - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
 - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
 - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
 - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
 - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
7. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
12. EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
13. THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
14. ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
15. CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
16. CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
17. DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
18. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
20. ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
21. CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
22. THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

NOTE:
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

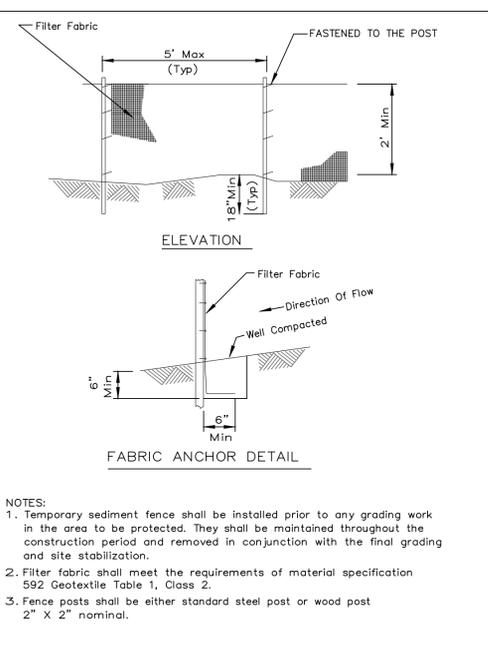
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY 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 OWNER. THE CONTRACTOR IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OR THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SILT FENCE PLAN



- NOTES:**
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
 3. Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

MAINTENANCE:
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

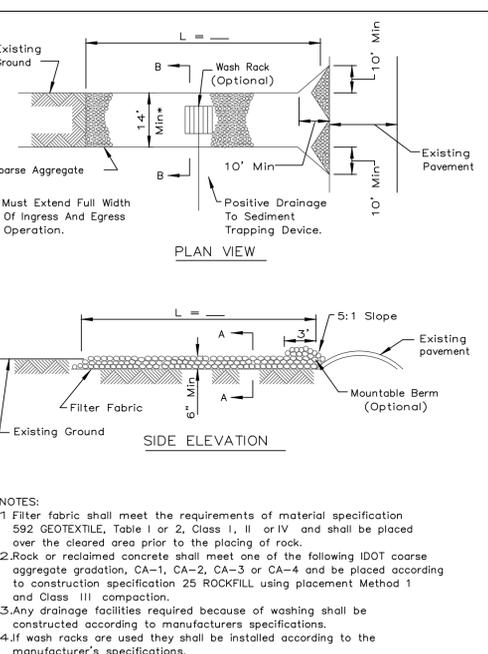
CONCRETE WASHOUT

- INSTALLATION**
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
1. INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- DESIGNED AND INSTALLED SYSTEMS**
1. UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
 2. DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
 3. A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
 4. INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
 5. PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
 6. PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
 7. INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
 8. POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
 9. WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

MAINTENANCE

1. INSPECT DAILY AND AFTER EACH STORM EVENT.
2. INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
3. INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
4. INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
5. ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
6. EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
7. PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
8. UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
9. DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
10. THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
11. THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
12. CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING. PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
13. INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
14. WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHALL BE CHECKED LOCALLY.
15. HOLES, DEPRESSIONS AND OTHER LAND DISTURBANCES ASSOCIATED WITH THE SYSTEM SHOULD BE BACKFILLED, GRADED, AND STABILIZED.

STABILIZED CONSTRUCTION ENTRANCE PLAN



- NOTES:**
1. 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.
 2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
 3. Any drainage facilities required because of washing shall be constructed according to manufacturer's specifications.
 4. If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

CONTRACTOR CERTIFICATION

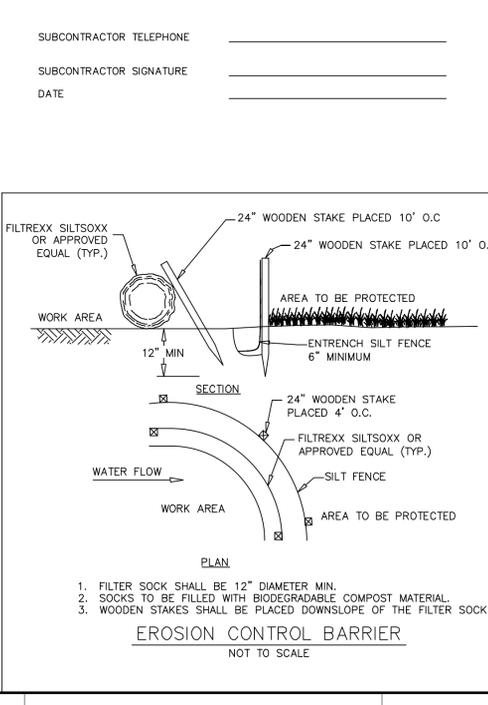
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

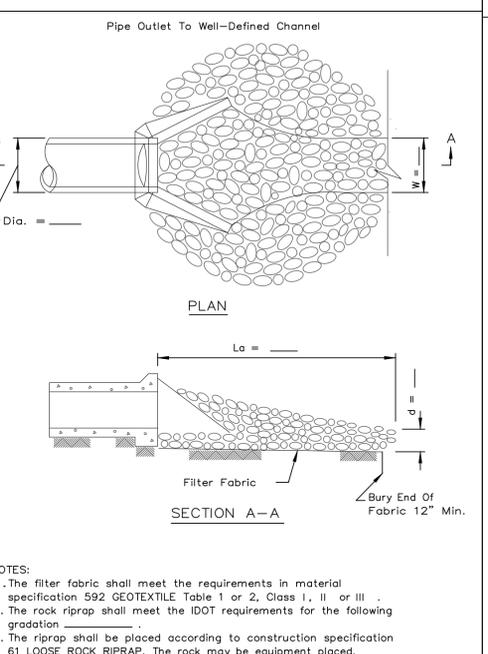
OWNER _____ DATE _____

TEMPORARY SOIL STOCKPILE DETAIL



REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

PIPE OUTLET TO CHANNEL



- NOTES:**
1. The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
 2. The rock riprap shall meet the IDOT requirements for the following gradation.
 3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

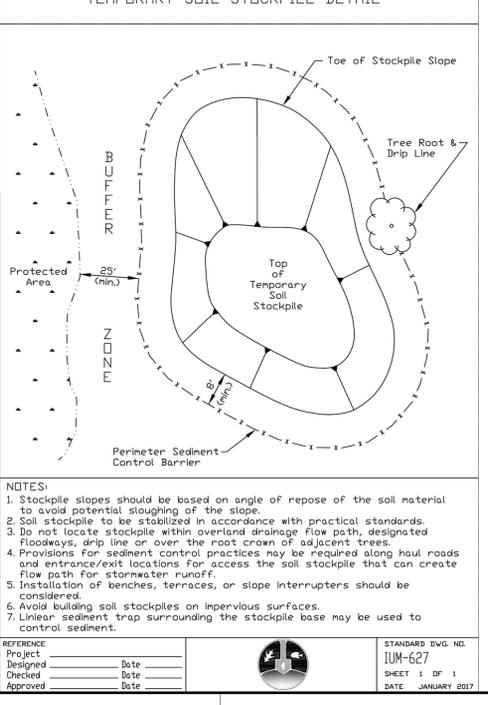
MAINTENANCE:
INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

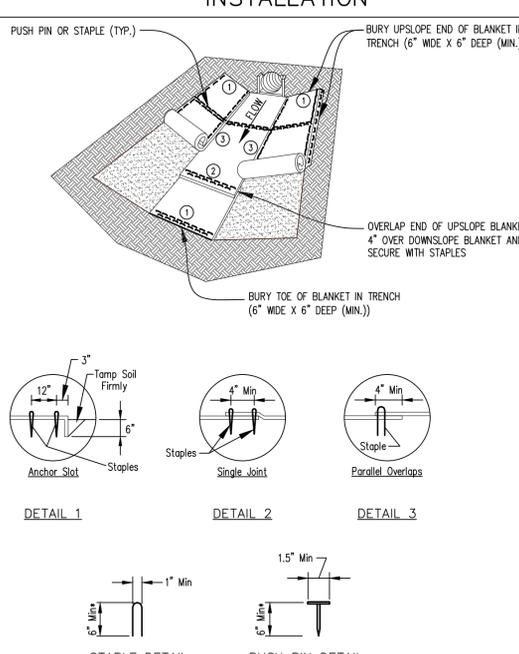
OWNER _____ DATE _____

TEMPORARY SOIL STOCKPILE DETAIL



REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

EROSION CONTROL BLANKET - CHANNEL INSTALLATION



- NOTES:**
1. The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
 2. The rock riprap shall meet the IDOT requirements for the following gradation.
 3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

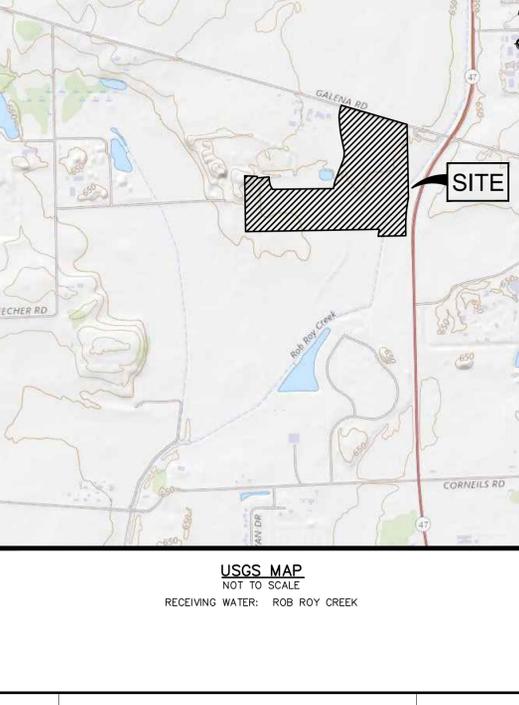
MAINTENANCE:
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND REPAIRS MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER _____ DATE _____

TEMPORARY SOIL STOCKPILE DETAIL



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Project	Date	Date	Date

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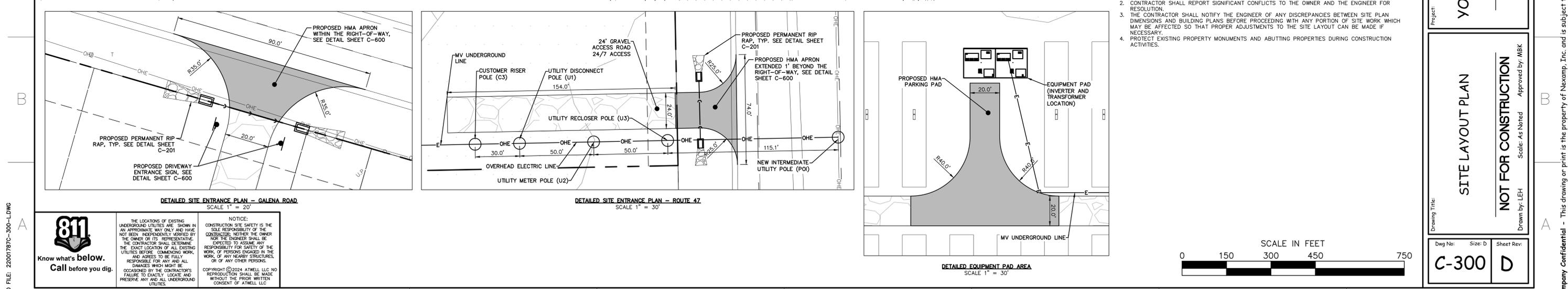
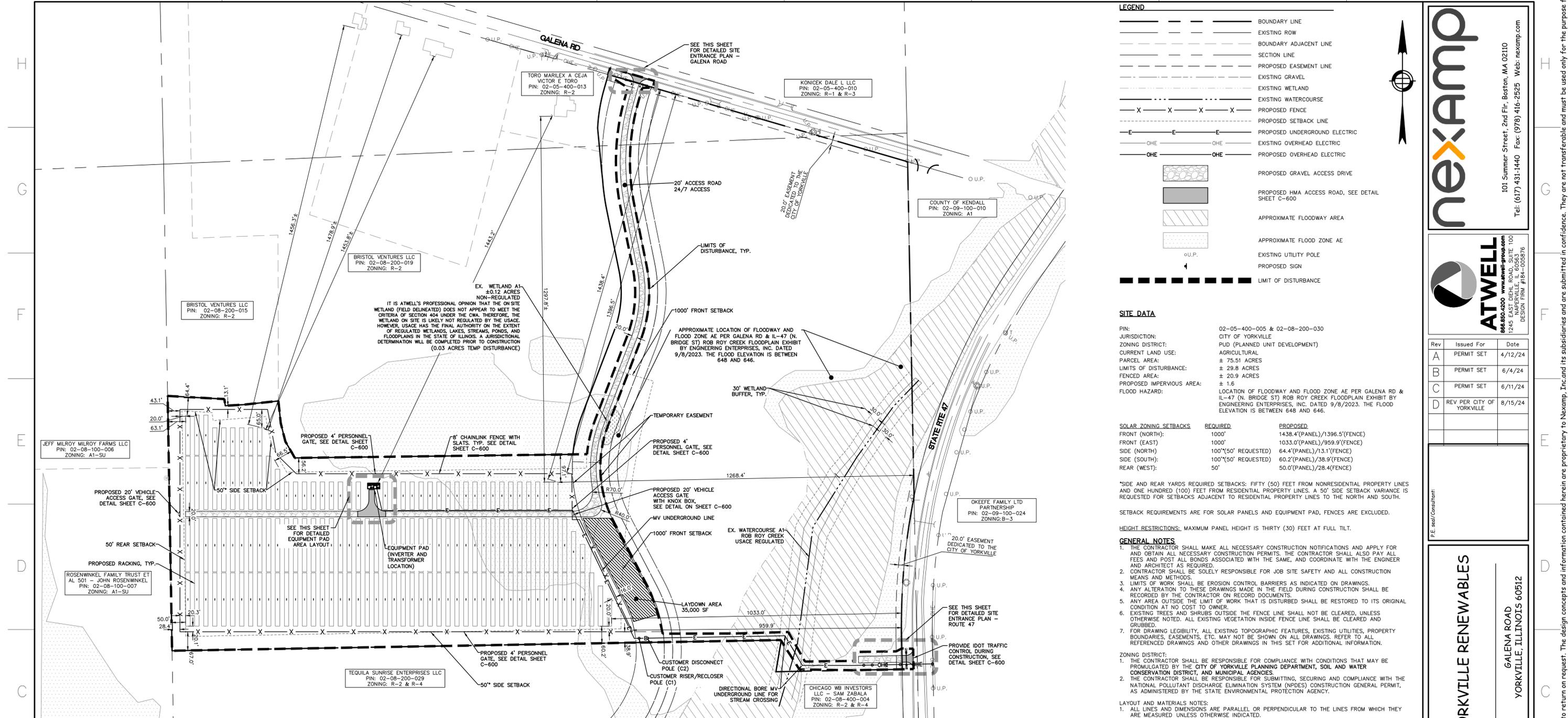
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DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE

YORKVILLE RENEWABLES
GALENA ROAD
YORKVILLE, ILLINOIS 60512

SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Dwg No: **C-201** Size: D Sheet Rev: **D**



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Project: **YORKVILLE RENEWABLES**

GALENA ROAD
 YORKVILLE, ILLINOIS 60512

SITE LAYOUT PLAN

NOT FOR CONSTRUCTION
 Scale: As Noted Approved by: MBK
 Drawn by: LEH

Dwg No: **C-300** Size: D Sheet Rev: **D**

STORMWATER SUMMARY
 DISTURBED AREA: 29.8± ACRES
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS
 ON FOR EXISTING SITE: 87
 PROPOSED COVER: BRUSH-WEED-GRASS
 ON FOR PROPOSED SITE: 57

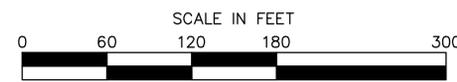
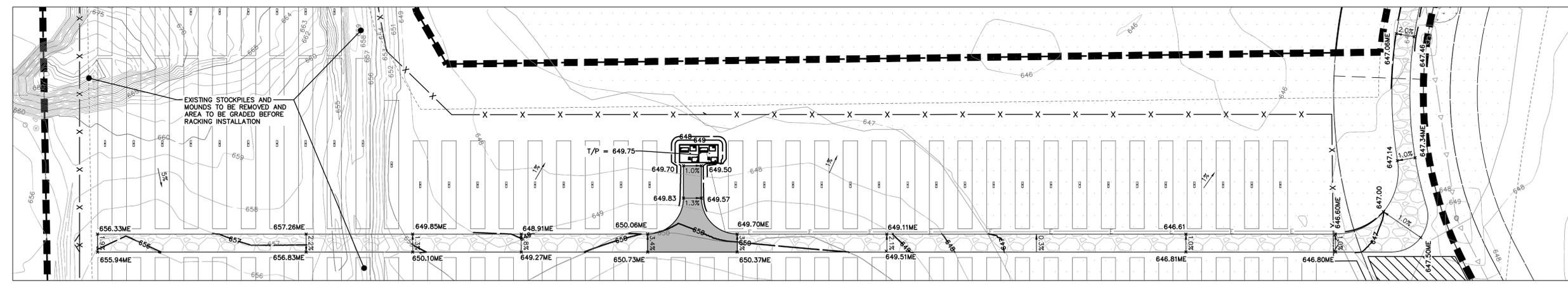
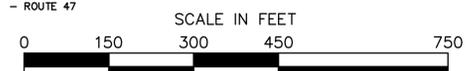
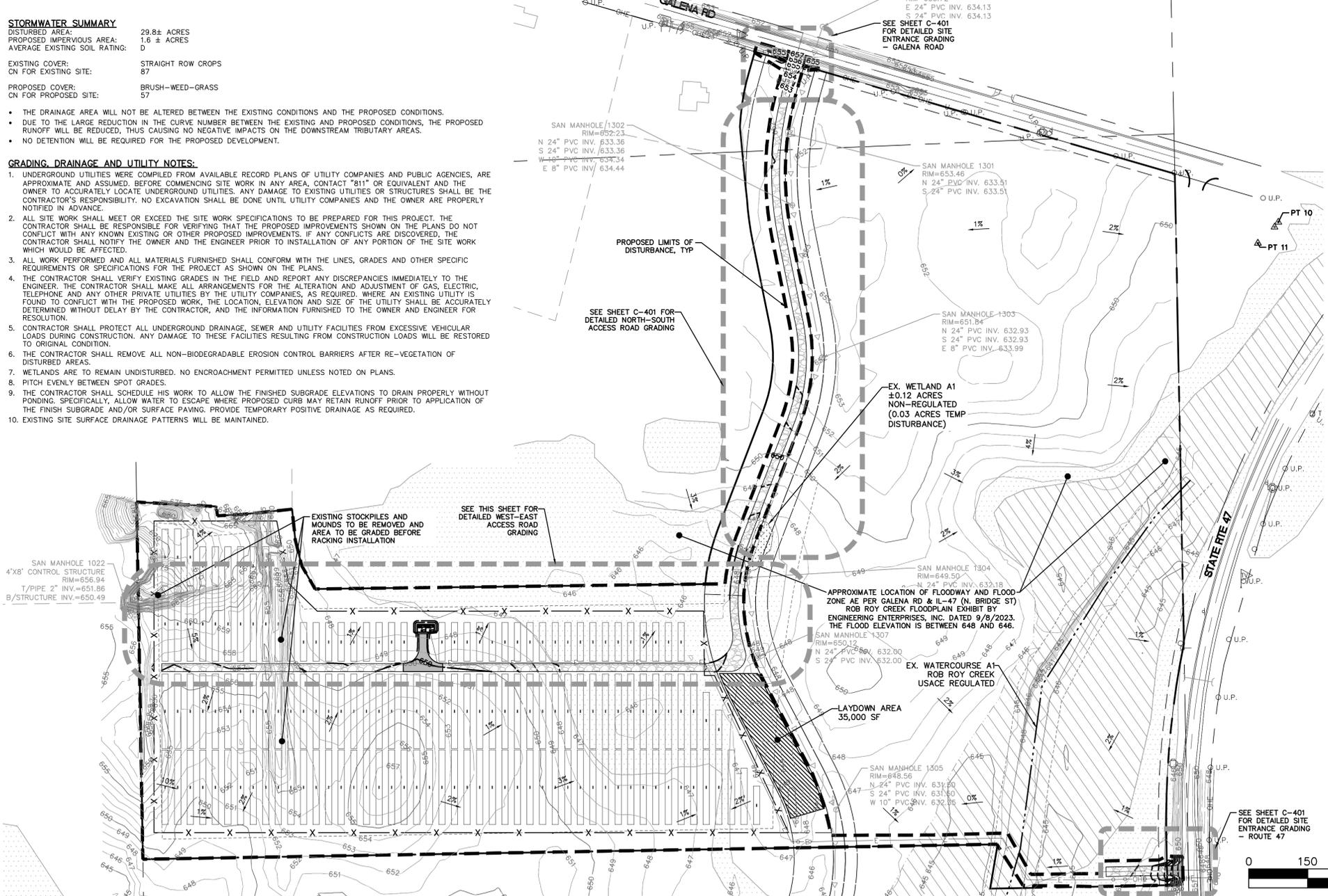
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

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 HIS 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.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED GMA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



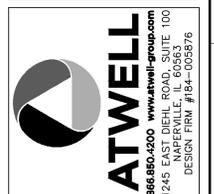
811
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 Call before you dig.

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 BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE 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, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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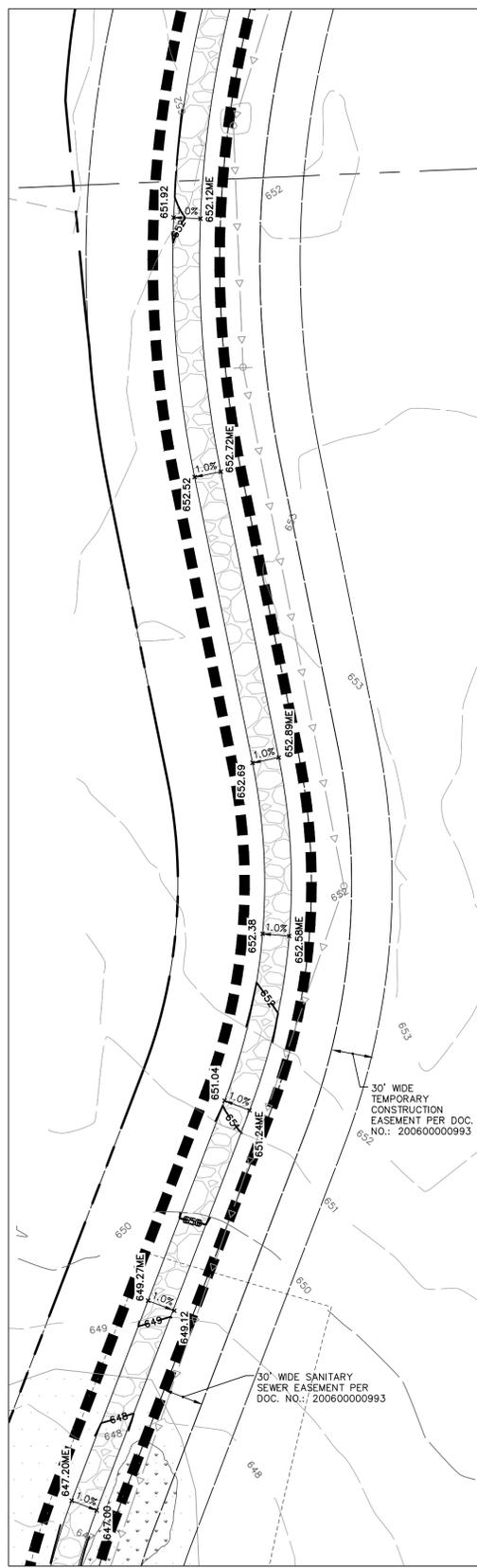
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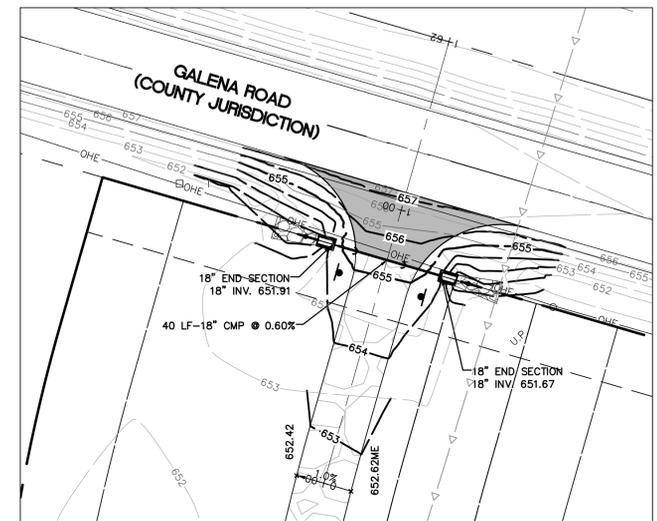
GRADING AND STORMWATER PLAN
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 Scale: As Noted Approved by: MBK
 Drawing Title: Dwg No: C-400 Size: D Sheet Rev: D

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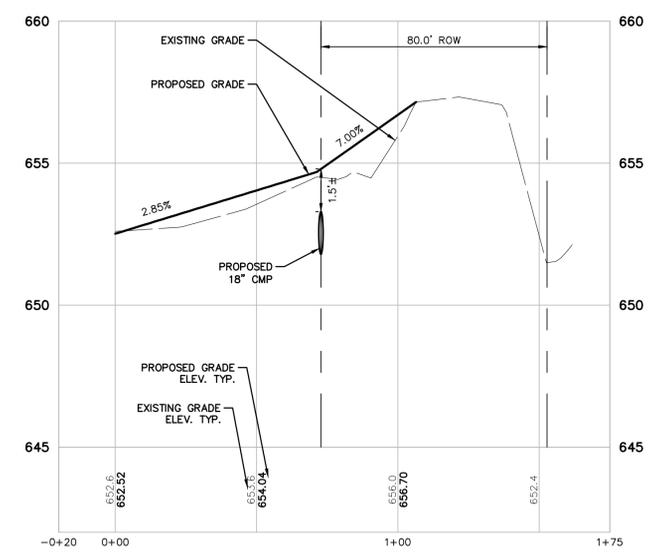
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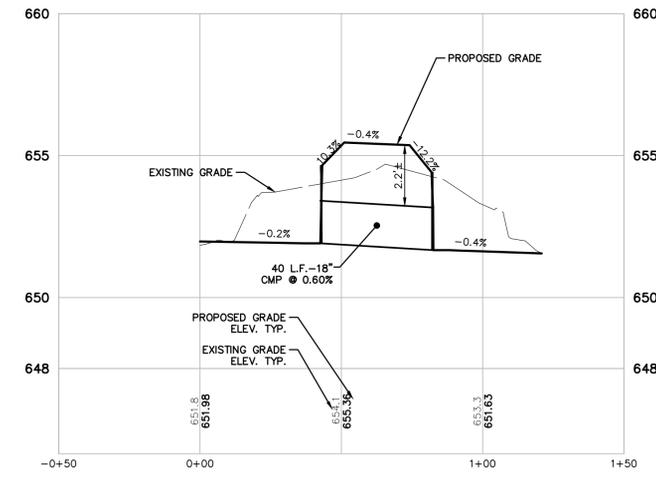
DETAILED ACCESS ROAD GRADING SCALE 1" = 60'



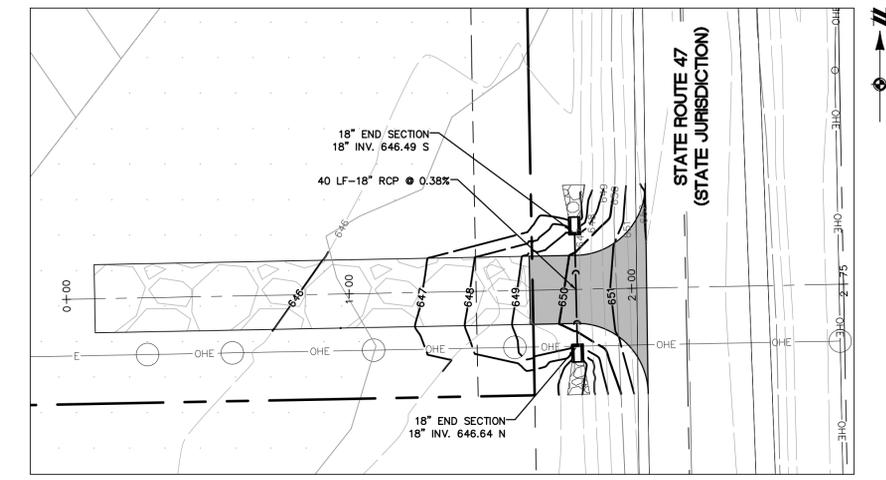
DETAILED SITE ENTRANCE GRADING - GALENA ROAD SCALE 1" = 30'



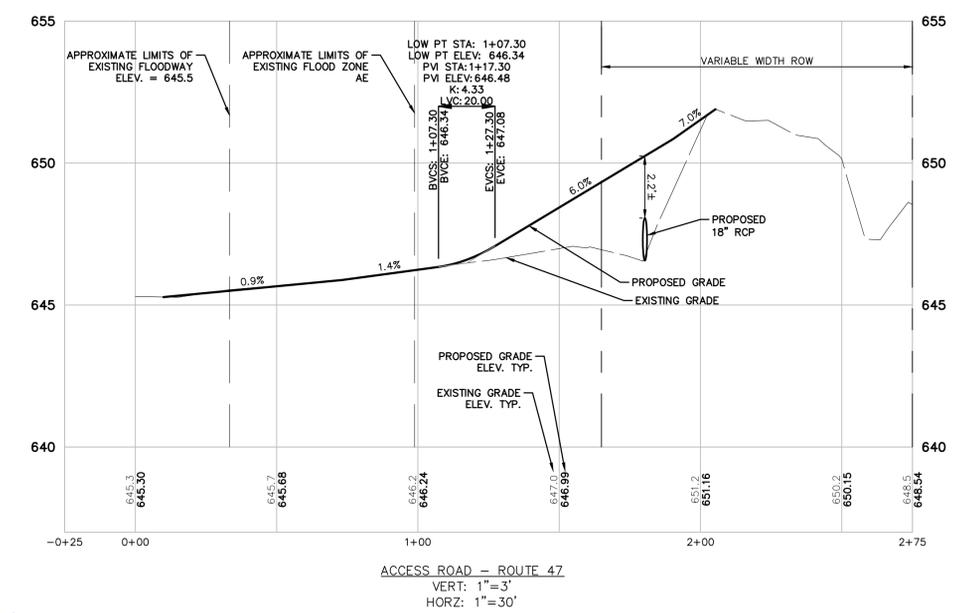
ACCESS ROAD ENTRANCE - GALENA ROAD VERT: 1" = 3' HORZ: 1" = 30'



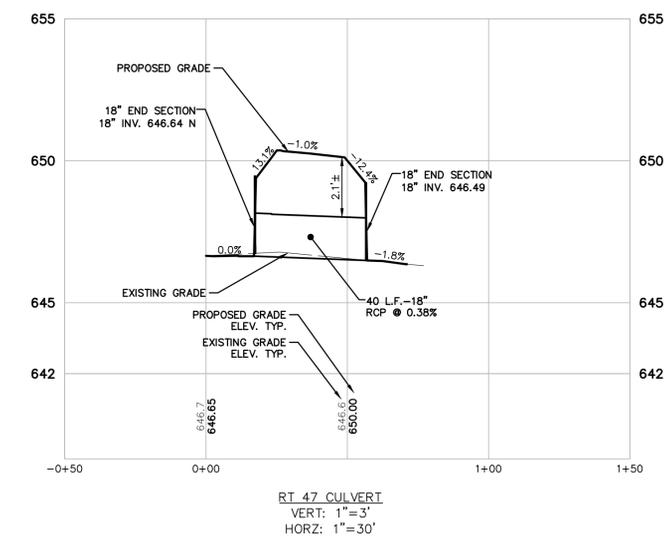
GALENA ROAD CULVERT VERT: 1" = 3' HORZ: 1" = 30'



DETAILED SITE ENTRANCE GRADING - ROUTE 47 SCALE 1" = 30'



ACCESS ROAD - ROUTE 47 VERT: 1" = 3' HORZ: 1" = 30'



RT 47 CULVERT VERT: 1" = 3' HORZ: 1" = 30'

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P.E. seal/Consultant:

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GALENA ROAD
YORKVILLE, ILLINOIS 60512

GRADING PLAN - ACCESS ROAD

NOT FOR CONSTRUCTION

Scale: As Noted
Approved by: MBK
Drawn by: LEH

Dwg No: **C-401** Size: D Sheet Rev: **D**

PLANT CALCULATIONS

ORDNANCE COMPLIANCE MATRIX

Acres: 29.8
 Street Frontage (Galena Rd): 1111.45 feet
 Street Frontage (IL Route 47): 614.60 feet
 East Fence Line Transition zone: 600 feet (+/-)
 North and South Property Line Transition zone: 3275 feet (+/-)
 USDA Zone: 5 (20 degrees to 10 degrees)

Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)

Section 8-1.2.3 GENERAL STANDARDS

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

Ch. 5 DEVELOPMENT STANDARDS (PER NEW UO)

Section 10-5.3 Landscape requirement

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
SHADE TREES						
AC	13	Acer spicatum 'Majestic'	Majorique Sugar Maple	2.5" Cal.	60' Ht.	20%
GK	13	Ginkgo biloba, spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
TA	13	Tilia americana	American Linden	2.5" Cal.	40-50' Ht.	20%
CO	14	Celtis occidentalis	Hickory	2.5" Cal.	30-50' Ht.	23%
QM	13	Quercus macrocarpa	Bur Oak	2.5" Cal.	120' Ht.	20%
Total	66					
UNDERSTORY TREES						
AG	6	Amelanchier grandiflora	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
CB	6	Carpinus betulus	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
CC	6	Cercis canadensis	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
HW	6	Hamelalis virginiana	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
SI	6	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
Total	30					
EVERGREEN TREES						
PA	4	Phoebe abies 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
PO	4	Phoebe amena 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
JS	3	Juniperus ssp. 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
PF	3	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
Total	14					
SHRUBS						
CS	99	Cornus sericea	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
EA	107	Eunymus alatus	Winged Eunymus	2" Ht.	8-12' Ht.	21%
IB	106	Ilex decidua	Wingnut	2" Ht.	7-10' Ht.	21%
SN	99	Sambucus nigra canadensis	Common Elderberry	2" Ht.	8-12' Ht.	19%
CA	97	Corylus americana	American Hazelnut	2" Ht.	10' Ht.	19%
Total	508					

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- EXISTING OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- EXISTING WETLAND
- EXISTING WATERCOURSE
- PROPOSED FENCE

- [Pattern] PROPOSED GRAVEL ACCESS DRIVE
- [Pattern] PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- [Pattern] PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
- [Pattern] PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
- [Pattern] APPROXIMATE FLOODWAY AREA
- [Pattern] APPROXIMATE FLOOD ZONE AE
- o.u.p. EXISTING UTILITY POLE
- o EXISTING SHRUB
- o EXISTING PROPOSED SHADE TREE
- o EXISTING PROPOSED UNDERTORY TREE
- o EXISTING PROPOSED EVERGREEN TREE

PLANTING NOTES:

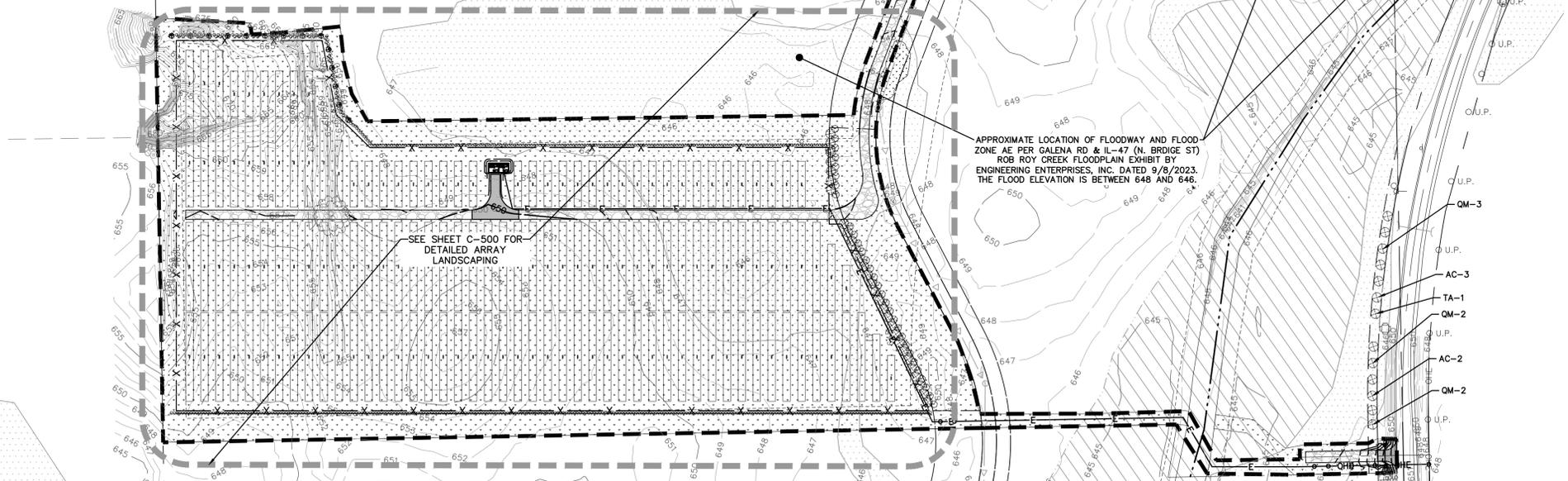
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- 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.
- 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.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



Yorkville Solar Proposed Array Mix
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m ²	Total
Grasses				
Sideoats Grama	Bouteloua curtipendula	19.83%	5.0	2.28 PLS/lb
Prairie Blume	Bromus kalmii	0.97%	0.3	0.10 PLS/lb
Prairie Owl Sedge	Carex brexor	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	Carex bicknellii	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	Carex molletta	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	Carex vaginosa	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	Elymus villosus	6.52%	1.5	0.75 PLS/lb
Little Bluestem	Schizachyrium scoparium	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	Sporobolus heterolepis	0.43%	0.3	0.05 PLS/lb
Forbs				
Common Yarrow	Achillea millefolium	0.48%	3.6	0.08 PLS/lb
Hooding Onion	Allium canadense	0.26%	0.1	0.03 PLS/lb
Lead Plant	Amorpha canadensis	1.44%	1.0	0.17 PLS/lb
Canada Anemone	Anemone canadensis	0.05%	0.0	0.01 PLS/lb
Wild Columbine	Aquilegia canadensis	0.05%	0.1	0.01 PLS/lb
Common Milkweed	Asclepias syriaca	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	Asclepias tuberosa	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	Astragalus canadensis	1.18%	0.8	0.14 PLS/lb
Calico Aster	Symphoricarpos lateriflorum	0.05%	0.5	0.01 PLS/lb
Partridge Pea	Chamaecrista fasciculata	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	Dalea candida	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	Dalea purpurea	6.55%	5.0	0.75 PLS/lb
Queen's Garden	Gentiana florida	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	Liatris pycnostachya	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	Pyroanthemum virginianum	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	Rosa arkansana	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	Rudbeckia hirta	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	Solidago nemoralis	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	Solidago ohioensis	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	Symphoricarpos	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	Tridactenia orientalis	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	Thalictrum flavum	1.96%	1.8	0.18 PLS/lb
Garden Alexanders	Zizia aurea	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.
Northern L. poorly drained B.

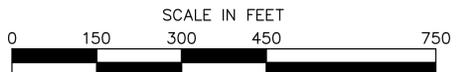
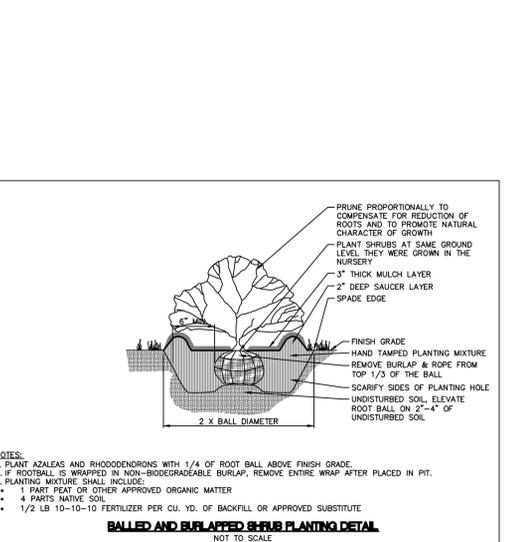
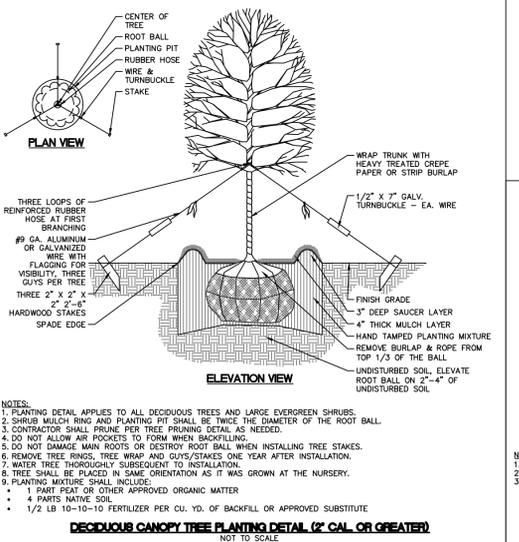
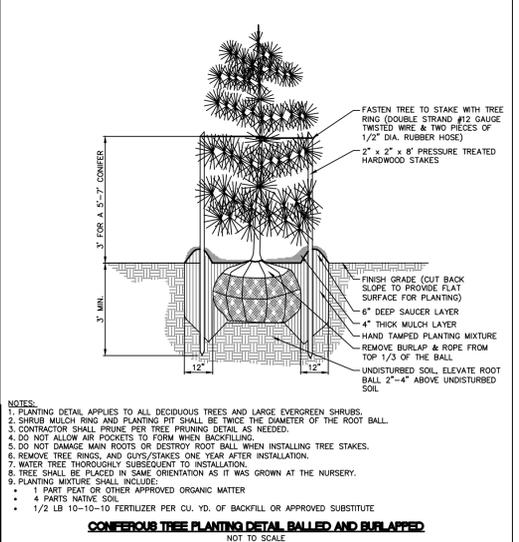


811
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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

Address: **GALENA ROAD YORKVILLE, ILLINOIS 60512**

LANDSCAPE PLAN

NOT FOR CONSTRUCTION
 Scale: As Noted
 Drawn by: LEH
 Approved by: MBK

Dwg No: **C-500** Size: D Sheet Rev: **D**

CAD FILE: 22001757C-500-LS.DWG

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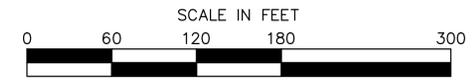
DETAILED ARRAY LANDSCAPING
SCALE 1" = 60'

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P.E. seal/Consultant:

Project: **YORKVILLE RENEWABLES**
GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **DETAILED LANDSCAPE PLAN**
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

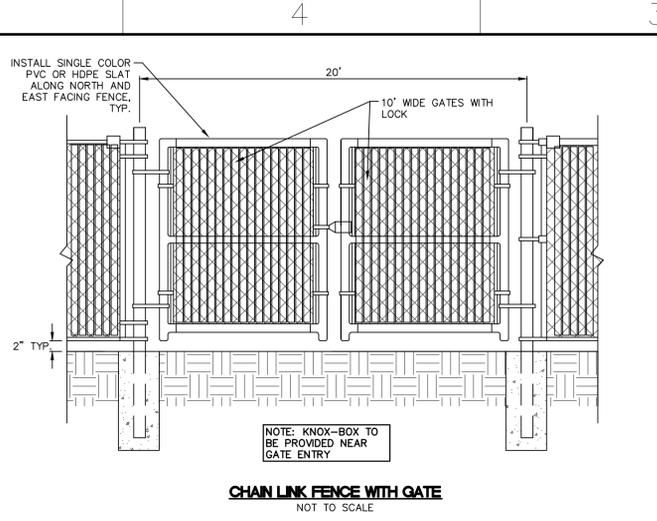
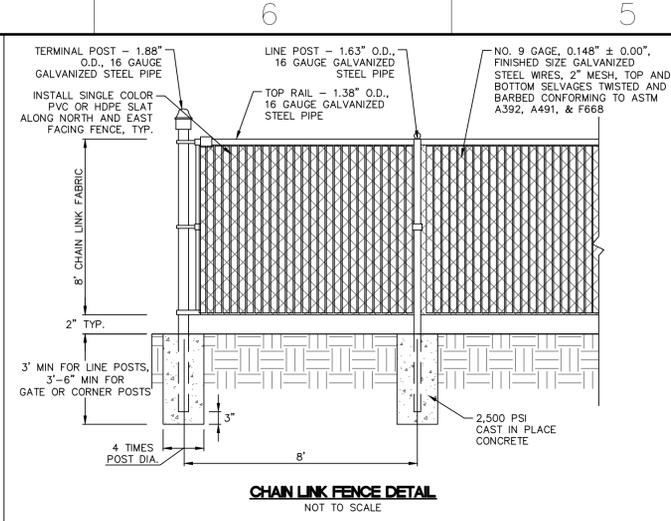
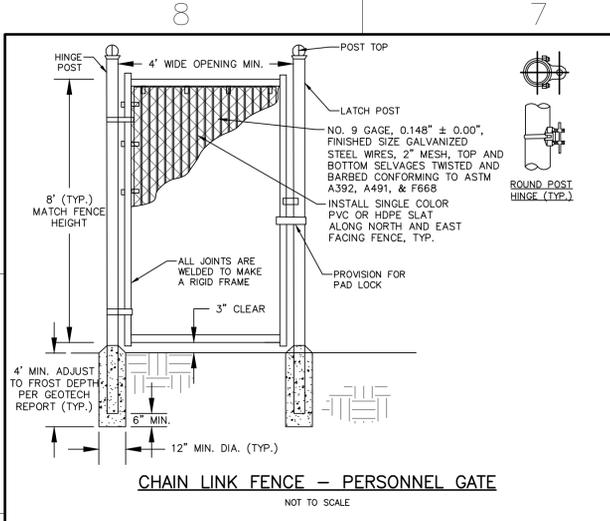
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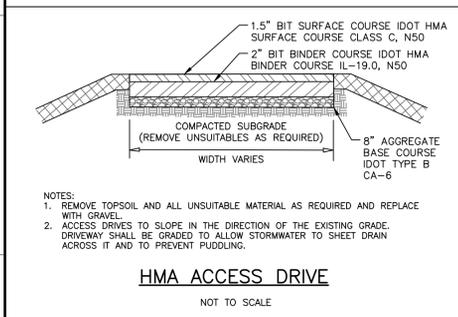
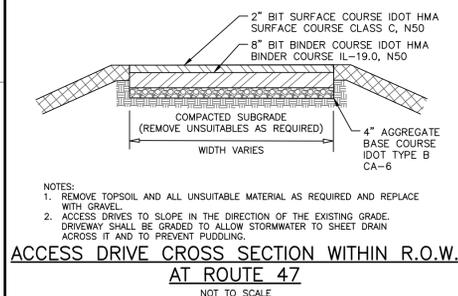
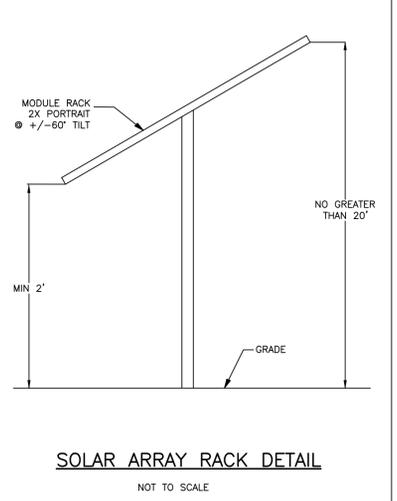
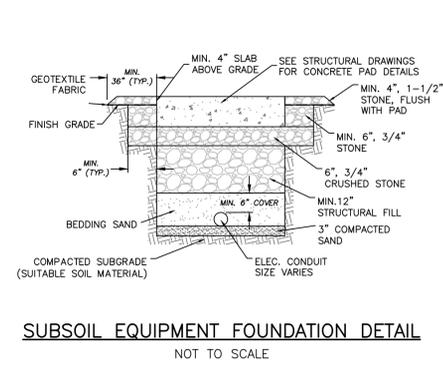
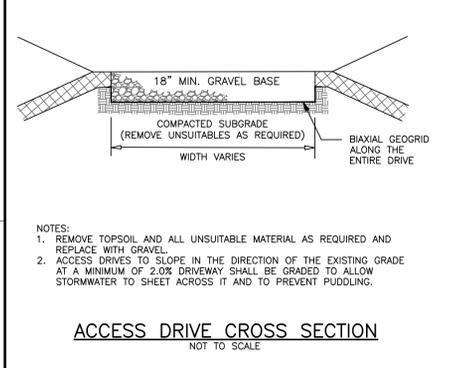


IN THE EVENT OF AN EMERGENCY
PLEASE DIAL 9-1-1
FOLLOWED BY A SECOND CALL TO:
857-239-0057
YOUR LOCATION IS:
TBD, Galena Road
Yorkville, IL 60512

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

"DANGER" WARNING SIGN
NOT TO SCALE



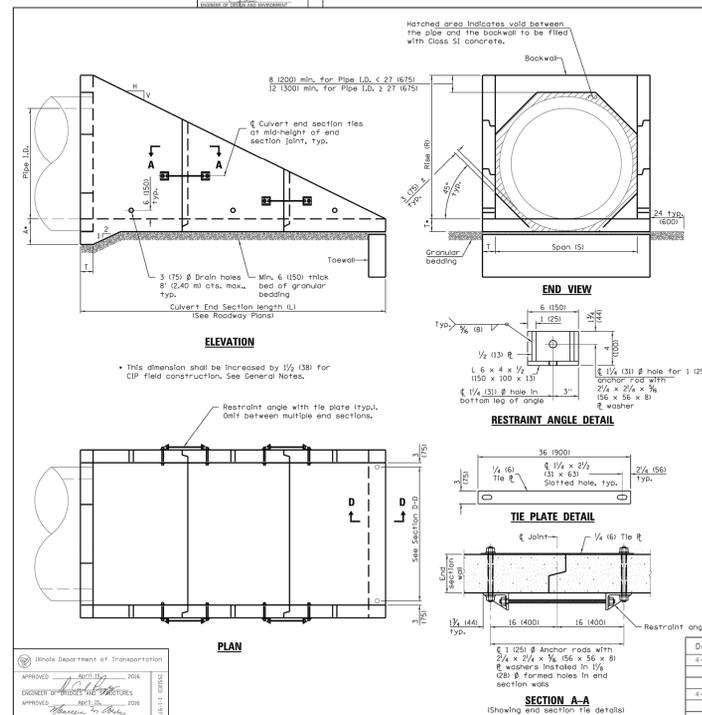
TYPICAL APPLICATIONS

GENERAL NOTES

REVISIONS

DATE	REVISIONS
11-13-24	Revised warning sign number to agree with current MUTCD
1-11-23	Updated base WORKSHEET sign

OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24' (600 mm) FROM PAVEMENT EDGE
STANDARD 701006-05



DATE	REVISIONS
4-15-16	Added general note for multiple end sections.
4-1-16	Added note to omit restraint angle and tie plate for suit. and sections.

CONCRETE END SECTIONS FOR PIPE CULVERTS
15' (375 mm) THRU 84" (2100 mm) DIA.
STANDARD 542001-06

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Project: YORKVILLE RENEWABLES

GALENA ROAD
YORKVILLE, ILLINOIS 60512

STANDARD DETAILS

NOT FOR CONSTRUCTION

Scale: As Noted
Drawing Title: YORKVILLE RENEWABLES
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AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) AND ILLINOIS DEPARTMENT OF AGRICULTURE (IDOA) CONSTRUCTION NOTES

- GUY WIRES AND ANCHORS
 - BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, IN CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM ALONG EXISTING UTILITY LINES AND ON LAND OTHER THAN CROPLAND. WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND.
- UNDERGROUND CABLING DEPT
 - UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE FENCE OF THE SOLAR PANELS SHALL BE BURIED WITH:
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND OR OTHER NON-CROPLAND CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
- TOPSOIL REMOVAL AND REPLACEMENT
 - 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 SHALL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
 - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
 - 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.
 - REFER TO NOTE 5 FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
 - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
 - 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 TRENCH, 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.
 - 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 RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- 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:
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR AND OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERGROUND AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
 - 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 CONTRACTOR SHALL PROVIDE THE OWNER, 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.
 - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE
 - IF DRAINAGE TILE LINES ARE DAMAGED BY THE FACILITY, THE CONTRACTOR 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 DISTURBED ADJACENT TILE LINES.
 - 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.
 - 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.
 - 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.
 - 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 ACCEPTABLE TO THE LANDOWNER AND THE OWNER.
 - REPAIR OF COMPACTION AND RUTTING
 - AFTER THE TOPSOIL HAS BEEN REPLACED, ALL AREAS THAT ARE NOT DIRECTLY UNDER PHOTOVOLTAIC PANELS THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION EQUIPMENT SHALL BE RIPPED AT LEAST 18 INCHES DEEP, AND ALL PASTURE AND WOODED AREAS SHALL BE RIPPED AT LEAST 12 INCHES DEEP TO THE EXTENT PRACTICABLE. THE EXISTENCE OF TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS DEPTH. THE DISTURBED AREA SHALL THEN BE DISKED.
 - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON LAND ADJACENT TO THE FACILITY.
 - THE CONTRACTOR SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION.
 - CONSTRUCTION DURING WET WEATHER
 - EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND WHERE NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WET WEATHER CONDITIONS ARE TO BE DETERMINED ON A FIELD BY FIELD BASIS AND NOT FOR THE PROJECT AS A WHOLE.
 - CONSTRUCTION ACTIVITIES ON PREPARED 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 CONTRACTOR IN WET WEATHER CONDITIONS.
 - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES SHALL BE DONE ONLY WHEN WORK SHALL NOT RESULT IN RUTTING CREATING A MIXING OF SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING SHALL BE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT.
 - WEED/VEGETATION CONTROL
 - THE CONTRACTOR SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. SPRAYING SHALL BE DONE BY A PESTICIDE APPLICATOR THAT IS APPROPRIATELY LICENSED FOR DOING SUCH WORK IN THE STATE OF ILLINOIS.

DECOMPACTION NOTES

- DECOMPACTION IS REQUIRED WHEN ALL THREE CONDITIONS APPLY.
 - THE AREA HAS BEEN TRAFFICKED OR TRAVERSED BY VEHICLES OR CONSTRUCTION EQUIPMENT, AND THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
 - THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
 - THE SOIL STRENGTH (PSI) IN THE RIGHT-OF-WAY AREA IS GREATER THAN THAT OF THE NON-TRAFFICKED AREA.
- AN ENVIRONMENTAL AND/OR AGRICULTURAL INSPECTOR (AI), WITH EXPERIENCE AND TRAINING IN THE PROPER IDENTIFICATION OF COMPACTED SOIL AND OPERATION METHODS OF DEEP DECOMPACTION TOOLS IS REQUIRED TO OBSERVE THE DAILY OPERATION OF THE RIPPER/SUBSOILER TO ENSURE THE CONDITIONS ARE APPROPRIATE FOR DECOMPACTION EFFORTS AND THAT THE PROPER EQUIPMENT IS UTILIZED AND THAT EQUIPMENT IS SET-UP AND OPERATED CORRECTLY.
- TO ACHIEVE THE MOST EFFECTIVE SHATTER OF THE COMPACTED SOIL THE FOLLOWING GUIDELINES HAVE BEEN ESTABLISHED:
 - CONDUCT RIPPING WHEN THE SOIL IS DRY. FOLLOW THE SOIL PLASTICITY TEST PROCEDURES TO DETERMINE IF SOIL CONDITIONS ARE ADEQUATELY DRY TO CONDUCT DECOMPACTION EFFORTS.
 - DEEP RIPPING SHALL BE CONDUCTED USING A RIPPER OR SUBSOILING TOOL WITH A SHANK LENGTH OF NO LESS THAN 18 INCHES AND A SHANK SPACING OF APPROXIMATELY THE SAME MEASUREMENT AS THE SHANK LENGTH.
 - USE A RIPPER WITH A KNIFE LENGTH OF NO LESS THAN 2 INCHES MORE THAN THE DESIRED DEPTH OF DECOMPACTION.
 - TO BEST PROMOTE REVEGETATION AND RESTORE CROP PRODUCTION, A TOTAL DEPTH OF 30 OR MORE INCHES OF SOIL (TOPSOIL PLUS SUBSOIL) IS REQUIRED.
 - THE MINIMUM DEPTHS OF DECOMPACTION STATED ABOVE IN 3.D. ARE REQUIRED WHERE POSSIBLE. A SAFE DISTANCE FROM SUB-SURFACE STRUCTURES (TILE DRAINS, PIPELINES, BURIED UTILITIES, BEDROCK, ETC.) MUST BE MAINTAINED AT ALL TIMES. WHERE SUCH STRUCTURES EXIST, A LESSER DEPTH OF DECOMPACTION WILL BE REQUIRED TO PREVENT DAMAGE TO EQUIPMENT AND THE STRUCTURES AS WELL AS TO MAINTAIN A SAFE WORK ENVIRONMENT. THE ALLOWABLE DECOMPACTION DEPTH IN THESE INSTANCES WILL BE DETERMINED ON A SITE BY SITE BASIS.
 - WHEN THE KNIVES ARE IN THE SOIL TO THE DESIRED DEPTH, THE TONGUE OF THE RIPPER SHOULD BE PARALLEL TO THE SURFACE OF THE GROUND.
 - SELECT A TRACTOR THAT HAS ENOUGH HORSEPOWER TO PULL THE RIPPER AT A SPEED OF 1.5 TO 2 MPH AND WHOSE FOOTPRINT IS OF EQUAL OR LESSER WIDTH THAN THE RIPPER. TRACKED EQUIPMENT IS PREFERRED AND TYPICALLY REQUIRED TO ACHIEVE THIS CRITERIA.
 - THE RIPPER SHANKS SHOULD NOT CREATE RUTS, CHANNELS, OR MIXING OF THE SUB-SOIL WITH TOPSOIL. A SPEED OF 1.5 TO 2 MPH IS RECOMMENDED TO MINIMIZE THE RISK OF RUTTING AND SOIL MIXING. THE IDEAL OPERATING SPEED CAN VARY WITH SOIL CHARACTERISTICS, TRACTOR AND RIPPER TOOL USED. AN EXCESSIVE TRAVEL SPEED WILL OFTEN INCREASE MIXING OF SOIL HORIZONS.
 - WHEN THE EQUIPMENT IS SET UP AND OPERATED CORRECTLY, THE RIPPER SHOULD CREATE A WAVE ACROSS THE SURFACE OF THE GROUND AS IT LIFTS AND DROPS THE SOIL.
 - MAKE ONE RIPPING PASS THROUGH THE COMPACTED AREA. USING A PENETROMETER, THE AI WILL MEASURE THE PSI BETWEEN THE RIPPED KNIFE TRACKS TO DETERMINE IF THE SINGLE RIPPING PASS WAS SUCCESSFUL. ADDITIONAL PASSES SHOULD ONLY BE USED WHERE NEEDED AS THEY MAY REDUCE THE EFFECTIVENESS OF THE RIPPING BY RECOMPACTION OF THE SOIL SHATTERED IN THE PREVIOUS PASS.
 - IF THE FIRST PASS DOES NOT SUCCESSFULLY DECOMPACT THE SOIL, ADDITIONAL PASSES SHOULD BE MADE. THE RIPPER SHOULD BE POSITIONED SO THE KNIFE TRACKS FROM THE PREVIOUS PASS ARE SPLIT BY THE SECOND PASS. IF THREE OR MORE PASSES HAVE BEEN MADE AND SUFFICIENT DECOMPACTION HAS NOT YET BEEN ACHIEVED, THE AI MAY CHOOSE TO HALT FURTHER DECOMPACTION EFFORTS IN THAT AREA UNTIL CONDITIONS IMPROVE OR BETTER METHODS ARE DETERMINED.
 - FOLLOWING RIPPING, ALL STONE AND ROCK THREE OR MORE INCHES IN SIZE WHICH HAS BEEN LIFTED TO THE SURFACE SHALL BE COLLECTED AND REMOVED FROM AGRICULTURAL AREAS.
 - AFTER RIPPING HAS BEEN CONDUCTED, DO NOT ALLOW UNNECESSARY TRAFFIC ON THE RIPPED AREA.
 - IN AGRICULTURAL LANDS AND CROPLANDS THAT WILL NOT BE REPLANTED TO VEGETATION AS SHOWN ON THE PLANS, RECOMMEND TO LANDOWNERS TO PLANT A COVER CROP (CEREA RYE, CLOVER, ALFALFA, TILLAGE RADISH, TURNUPS, ETC.) FOLLOWING DECOMPACTION. REDUCED COMPACTION CREATED BY THE RIPPER PASS WILL NOT REMAIN OVER TIME WITHOUT SUBSEQUENT ROOT PENETRATION. ROOT PENETRATION INTO THE SHATTERED SOIL IS NECESSARY TO ESTABLISH PERMANENT STABILIZED CHANNELS TO CONDUCT AIR AND WATER INTO THE SOIL PROFILE. TWO GOOD SOURCES FOR LANDOWNER COVER CROP EDUCATION ARE:
 - HTTP://WWW.MCCS.MSU.EDU/CC/NO/CROPBYCROP.HTML AND
 - HTTP://WWW.CODEV.ANR.MSU.EDU// FOR LOCAL EXPERTISE. CONSULT WITH YOUR COUNTY'S SOIL AND WATER CONSERVATION DISTRICT, USDA NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OFFICE FOR COVER CROP SELECTION AND COMPLIANCE WITH NRCS PLANTING DEADLINES.

SOIL PLASTICITY TEST PROCEDURES

- THE AGRICULTURAL INSPECTOR WILL TEST THE CONSISTENCY OF THE SURFACE SOIL TO A DEPTH OF APPROXIMATELY 4 TO 8 INCHES USING THE FIELD PLASTICITY TEST PROCEDURE DEVELOPED FROM THE ANNUAL BOOK OF ASTM STANDARDS, PLASTIC LIMIT OF SOILS (ASTM D-4318).
- PULL A SOIL PUG FROM THE AREA TO BE TILLED, MOVED, OR TRAFFICKED TO A DEPTH OF 4-8 INCHES.
 - ROLL A PORTION OF THE SAMPLE BETWEEN THE PALMS OF THE HANDS TO FORM A WIRE WITH A DIAMETER OF ONE-EIGHTH INCH.
 - THE SOIL CONSISTENCY IS:
 - TILLABLE (ABLE TO BE WORKED) IF THE SOIL WIRE BREAKS INTO SEGMENTS NOT EXCEEDING 3/8 OF AN INCH IN LENGTH.
 - PLASTIC (NOT TILLABLE) IF THE SEGMENTS ARE LONGER THAN 3/8 OF AN INCH BEFORE BREAKING.
 - THIS PROCEDURE IS TO BE USED TO AID IN DETERMINING WHEN SOIL CONDITIONS ARE DRY ENOUGH FOR CONSTRUCTION ACTIVITIES TO PROCEED.
 - ONCE THE SOIL CONSISTENCY HAS BEEN DETERMINED TO BE OF ADEQUATE DRYNESS, THE PLASTICITY TEST IS NOT REQUIRED AGAIN UNTIL THE NEXT PRECIPITATION EVENT.

DEMOLITION NOTES

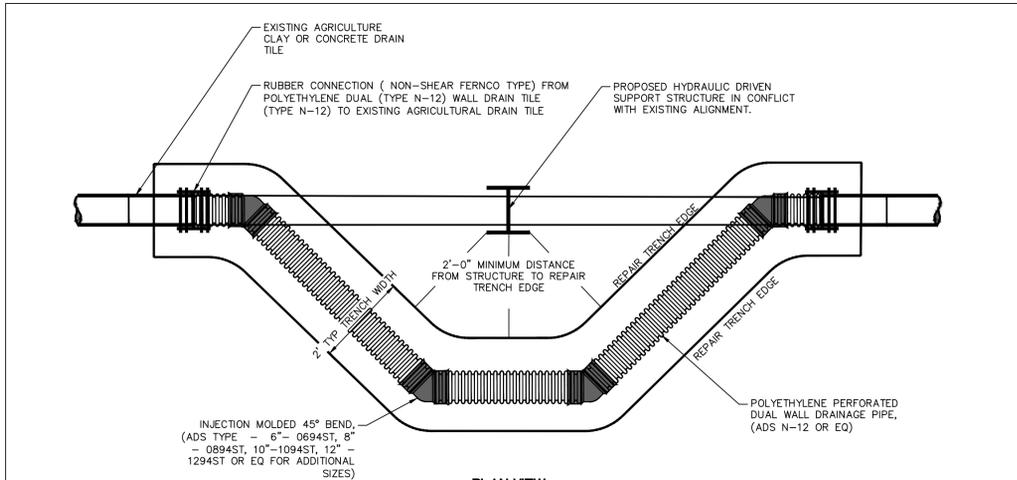
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL WASTE MATERIAL IN A LOCATION AND IN A MANNER APPROVED BY ALL GOVERNING AUTHORITIES IN WRITING, BUT NOT LIMITED TO, STRUCTURES, FOUNDATIONS, CONCRETE, ASPHALT, STEEL, UTILITIES, DRAINAGE STRUCTURES, ETC.
- CONTRACTOR TO DEMOLISH THE SITE SUCH THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED.
- ALL UNSUITABLE MATERIAL THAT WOULD CONFLICT WITH THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM ALL GOVERNING AGENCIES PRIOR TO THE START OF SITE DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL EXISTING UTILITY SERVICES ARE DISCONNECTED OR PROTECTED PRIOR TO THE START OF DEMOLITION OF THE SITE.
- THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES ASSOCIATED WITH UTILITY COORDINATION.
- THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER.
- PRIOR TO THE START OF ANY SITE DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- CONTRACTOR MUST PROVIDE SAFETY FENCING FROM PUBLIC ACCESS TO THE SITE PRIOR TO THE START OF DEMOLITION ACTIVITY AND UNTIL SITE CONSTRUCTION HAS BEEN COMPLETED.
- SITE DEMOLITION SHALL NOT CONFLICT WITH ACCESS TO ADJACENT SITES OR TRAFFIC AND PEDESTRIAN FLOW IN ADJACENT PUBLIC R.O.W.'S.
- ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITY.
- ANY IMPROVEMENTS, STRUCTURES, PAVEMENTS, UTILITIES, OR PROPERTY, EITHER ON-SITE OR OFF-SITE, THAT BECOMES DAMAGED DURING SITE CONSTRUCTION SHALL BE REPLACED BACK TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- EARTH EXCAVATION AND/OR BUILDING DEMOLITION THAT RESULTS IN SOIL AND/OR BUILDING DEMOLITION DEBRIS HAUL-OFF SHALL BE EXECUTED IN ACCORDANCE WITH THE ILLINOIS POLLUTION CONTROL BOARD CLEAN CONSTRUCTION OR DEMOLITION DEBRIS RULE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE HAUL-OFF MATERIAL IS CLEAN OR CONTAMINATED AND WITHIN THE ALLOWABLE LIMITS OF THE RULE.

GENERAL CONSTRUCTION NOTES

- ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE SITEMARK SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
- EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE 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 NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE MOST RECENT ELECTRICAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SOLAR PANELS.

GRADING NOTES

- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4:1:1 OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH STATE, LOCAL AND COUNTY SPECIFICATIONS, INCLUDING IN ACCORDANCE WITH THE N.P.D.E.S. GENERAL PERMIT, UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- ALL SPOT GRADES ALONG CURB LINE ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED. ALL RIM ELEVATIONS ARE FLOWLINE ELEVATIONS.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

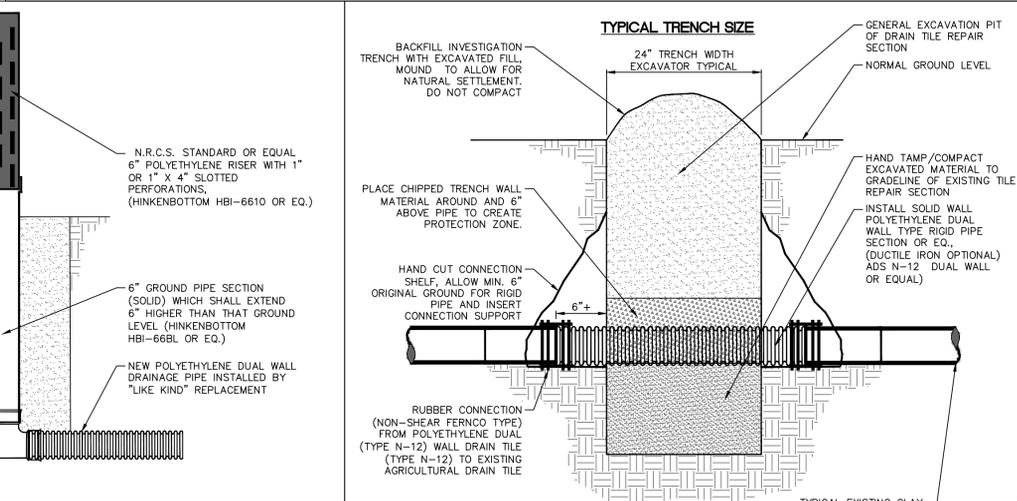


PLAN VIEW

INJECTION MOLDED 45° BEND, (ADS TYPE - 6" - 0694ST, 8" - 0894ST, 10" - 1094ST, 12" - 1294ST OR EQ FOR ADDITIONAL SIZES)

SAFETY NOTE:
OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

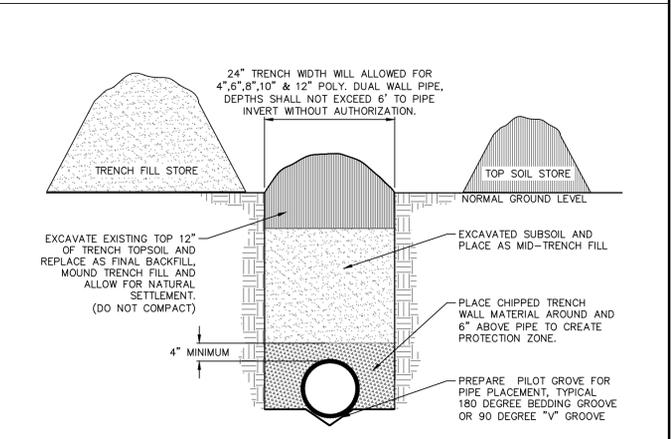
EXISTING DRAIN TILE BYPASS ROUTE FOR COMMERCIAL SOLAR ENERGY PROJECTS
EXISTING DRAIN TILE REROUTE WHICH IS IN CONFLICT WITH FIXED IMPROVEMENT INSTALLED AS MODIFICATION TO ORIGINAL ROUTE
HULLDESTON - MCBRIDE TYPICAL SECTION NO. 360D
NOT TO SCALE



TYPICAL TRENCH SIZE

SAFETY NOTE:
OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION
TYPICAL REPAIR SECTION FOR DRAIN TILE 'BLOW OUT' OR FAILURE
HULLDESTON DRAINAGE TYPICAL SECTION NO. 02A
NOT TO SCALE

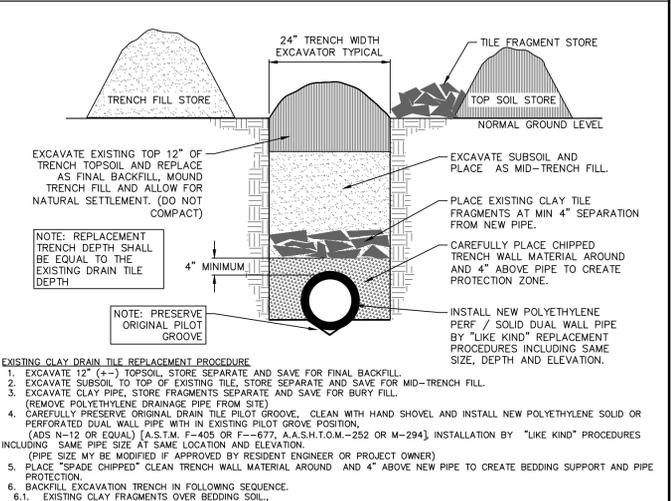


NEW POLYETHYLENE DUAL WALL PERFORATED DRAIN TILE INSTALLATION FOR AGRICULTURAL LAND USE

- EXCAVATE 12" (+/-) TOPSOIL, STORE SEPARATE AND SAVE FOR FINAL BACKFILL.
- EXCAVATE SUBSOIL TO TOP OF PROPOSED GRADE LINE, STORE SEPARATE AND SAVE FOR MID-TRENCH FILL.
- HAND EXCAVATE DRAIN TILE PILOT GROOVE TO PROPOSED LASER GRADE, AND INSTALL NEW POLYETHYLENE PERFORATED DUAL WALL DRAIN TILE (ADS N-12 OR EQUAL) (FILTER PIPE WRAP OPTIONAL FOR SANDY SOILS)
- PLACE "HAND SPADE CHIPPED" CLEAN TOP SOIL MATERIAL AROUND NEW PIPE TO CREATE BEDDING SUPPORT AND PIPE PROTECTION.
- BACKFILL EXCAVATION TRENCH WITH MID TRENCH MATERIAL AND REPLACE SAVED TOP SOIL AS FINAL BACKFILL.

NOTE:
TYPICAL SINGLE WALL POLYETHYLENE PERFORATED DRAIN TILE INSTALLATION BY AGRICULTURAL DRAINAGE TRENCHERS IN ACCORDANCE WITH A.S.T.M. F-405, F-449 OR F-667, A.A.S.H.T.O. M-252, OR M-294. INSTALLATION PROCEDURE MAY BE ALLOWED ONLY BY DIRECTION OF THE RESIDENT PROJECT ENGINEER.

EXISTING CLAY DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION
TYPICAL FIELD INSTALLATION FOR POLYETHYLENE DUAL WALL DRAIN TILE
HULLDESTON - MCBRIDE TYPICAL SECTION NO. 20A
NOT TO SCALE



EXISTING CLAY DRAIN TILE REPLACEMENT PROCEDURE

- EXCAVATE 12" (+/-) TOPSOIL, STORE SEPARATE AND SAVE FOR FINAL BACKFILL.
- EXCAVATE SUBSOIL TO TOP OF EXISTING TILE, STORE SEPARATE AND SAVE FOR MID-TRENCH FILL.
- EXCAVATE CLAY PIPE, STORE FRAGMENTS SEPARATE AND SAVE FOR BURY FILL.
- CAREFULLY PRESERVE ORIGINAL DRAIN TILE PILOT GROOVE. CLEAN WITH HAND SHOVEL AND INSTALL NEW POLYETHYLENE SOLID OR PERFORATED DUAL WALL PIPE WITH IN EXISTING PILOT GROOVE POSITION. (ADS N-12 OR EQUAL) (A.S.T.M. F-405 OR F-667, A.A.S.H.T.O.M.-252 OR M-294) INSTALLATION BY "LIKE KIND" PROCEDURES INCLUDING SAME PIPE SIZE AT SAME LOCATION AND ELEVATION. (PIPE SIZE MAY BE MODIFIED IF APPROVED BY RESIDENT ENGINEER OR PROJECT OWNER)
- PLACE "SPADE CHIPPED" CLEAN TRENCH WALL MATERIAL AROUND AND 4" ABOVE NEW PIPE TO CREATE BEDDING SUPPORT AND PIPE PROTECTION.
- BACKFILL EXCAVATION TRENCH IN FOLLOWING SEQUENCE.
 - EXISTING CLAY FRAGMENTS OVER BEDDING SOIL.
 - BACKFILL TRENCH SUBSOIL.
 - BACKFILL FINAL LIFT WITH SAVED TOPSOIL.
- FINAL RECORD MAPPING SHALL BE PREPARED INCLUDING GPS SURVEY LOCATION.

NOTE:
ALL EXISTING UNKNOWN LATERAL DRAIN TILES ENCOUNTERED DURING "LIKE KIND" REPLACEMENT PROCESS SHALL BE REPLACED BY SAME PROCEDURE.

EXISTING DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
EXISTING AGRICULTURAL DRAIN TILE 'LIKE KIND' Replacement
TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR
HULLDESTON - MCBRIDE TYPICAL SECTION NO. 20A1
NOT TO SCALE

811

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THE RECORDS AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHO MAY BE INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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6" OBSERVATION FIBER STRUCTURE FOR COMMERCIAL SOLAR ENERGY PROJECTS
INSTALLED AT PARCEL INGRESS AND EGRESS LOCATIONS
HULLDESTON - MCBRIDE TYPICAL SECTION NO. 27D
NOT TO SCALE

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DESIGN FIN # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**
GALENA ROAD
YORKVILLE, ILLINOIS 60512

Project: **YORKVILLE RENEWABLES**
GALENA ROAD
YORKVILLE, ILLINOIS 60512

STANDARD DETAILS

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
Drawing Title: **C-601**
Dwg No: Size: D Sheet Rev: **D**

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Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING A PROPERTY LINE SETBACK VARIANCE FOR CERTAIN TERRITORY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GALENA ROAD AND ROUTE 47

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 the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the “*Corporate Authorities*”) may provide for and allow variances to provide relief when strict compliance with the requirements of the City of Yorkville Unified Development Ordinance (the “*UDO*”) presents a particular hardship; and

WHEREAS, Nexamp d/b/a Yorkville Renewables, LLC, an Illinois limited liability company (the “*Applicant*”), requested relief from Section 10-4-13 of the UDO requiring the yard setbacks for solar farm equipment to be 100 feet from the property line; and

WHEREAS, notice of a public hearing on said application was published and pursuant to said notice the Planning and Zoning Commission of the City conducted a public hearing on September 11, 2024, on said application in accordance with the State statutes and the ordinances of the City; and

WHEREAS, the Planning and Zoning Commission made the required written Findings of Fact finding that the variation met the standards in Section 10-8-9C of the UDO and recommended that the variance be granted; and

WHEREAS, an objection to the requested relief was filed by the owner of 20% or more of the frontage immediately adjoining the property at issue, pursuant to Section 10-8-5 of the UDO

and Section 11-13-14 of the Illinois Municipal Code, and therefore a two-thirds affirmative vote of the City Council is required to grant the requested relief; and

WHEREAS, the Corporate Authorities of the City of Yorkville 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 this Ordinance shall apply to the Subject Property legally described as:

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET,

THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE);

THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33

DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74

FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE

FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15' 48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST,

150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52"

EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO

THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

•SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE •OF THE SOUTHEAST QUARTER OF SECTION 5; IHENCE SOU1H 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09

SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF

2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

•SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

with Property Index Numbers 02-05-400-005 and 02-08-200-03.

Section 3. That a variation pursuant to Section 10-4-13 of the Zoning Ordinance to permit solar farm equipment less than a minimum distance of 100 feet from the property line and to allow a solar equipment setback of 50 feet from the north and south property lines on the Subject Property is hereby granted.

Section 4. That the variation approved through this Ordinance is contingent upon the approval of a special use permit for the Subject Property for use as a solar farm with freestanding solar energy systems, and should such special use permit be denied, the variation contemplated in this Ordinance shall not be granted.

Section 5. That the solar equipment shall be constructed, operated, and maintained in accordance with the requirements of the Yorkville City Code and generally located as shown on the attached plat of survey provided by the Applicant and made a part hereof as Exhibit A.

Section 6. That 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



Exhibit A

YORKVILLE RENEWABLES

A 4.95MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

GALENA ROAD UNITED CITY OF YORKVILLE, KENDALL COUNTY, BRISTOL TOWNSHIP, ILLINOIS

FINAL SITE PLANS

APPLICANT

YORKVILLE RENEWABLES, LLC
101 NORTH WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
CONTACT: MATT WALSH

CONSULTANT

NEXAMP, INC.
101 NORTH WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
CONTACT: MATT WALSH
E: MWALSH@NEXAMP.COM

CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC
1250 E. DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (303) 825-7100
E: MKEITH@ATWELL-GROUP.COM
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING - ZONING - LANDSCAPE - SIGNAGE

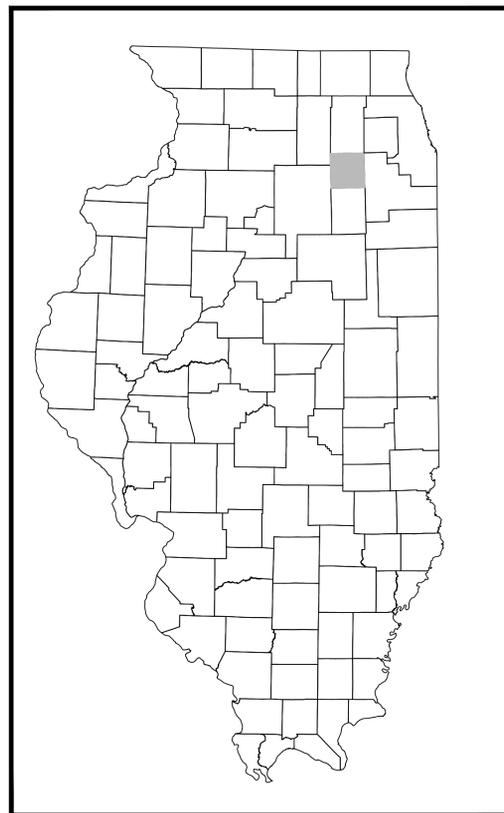
JASON ENGBERG
YORKVILLE PLANNING & ZONING
651 PRAIRIE POINTE
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T: (630) 553-8555
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ENGINEERING

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BUILDING

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651 PRAIRIE POINTE
YORKVILLE, IL 60560
T: (630) 553-8549
E: PRATOS@YORKVILLE.IL.US



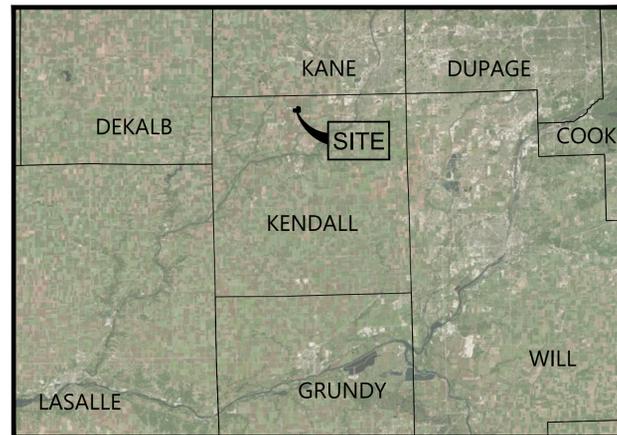
ILLINOIS
NOT TO SCALE

SHEET INDEX

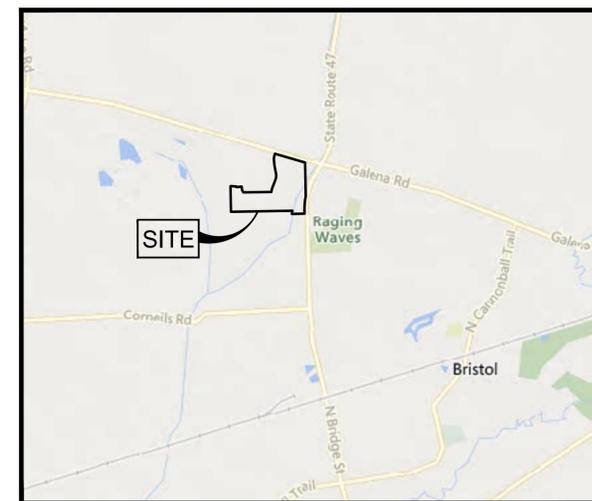
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9-1-1 ADDRESS

TBD



KENDALL COUNTY
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VICINITY MAP
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DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No:	Size:	Sheet Rev:
C-000	D	D

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 AGREE 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, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CAD FILE: 22001757C-000-CV.DWG

LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 49°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON 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/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-___ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(a) 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 X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED 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 PERFORMED 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 OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.

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 LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED 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 OWNER OR ITS REPRESENTATIVE. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR 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.

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ATWELL 66650.4200 www.atwell-group.com 1245 EAST DIBBLE ROAD, SUITE 100 YORKVILLE, ILLINOIS 60551 DESIGN FIRM #14-0089976

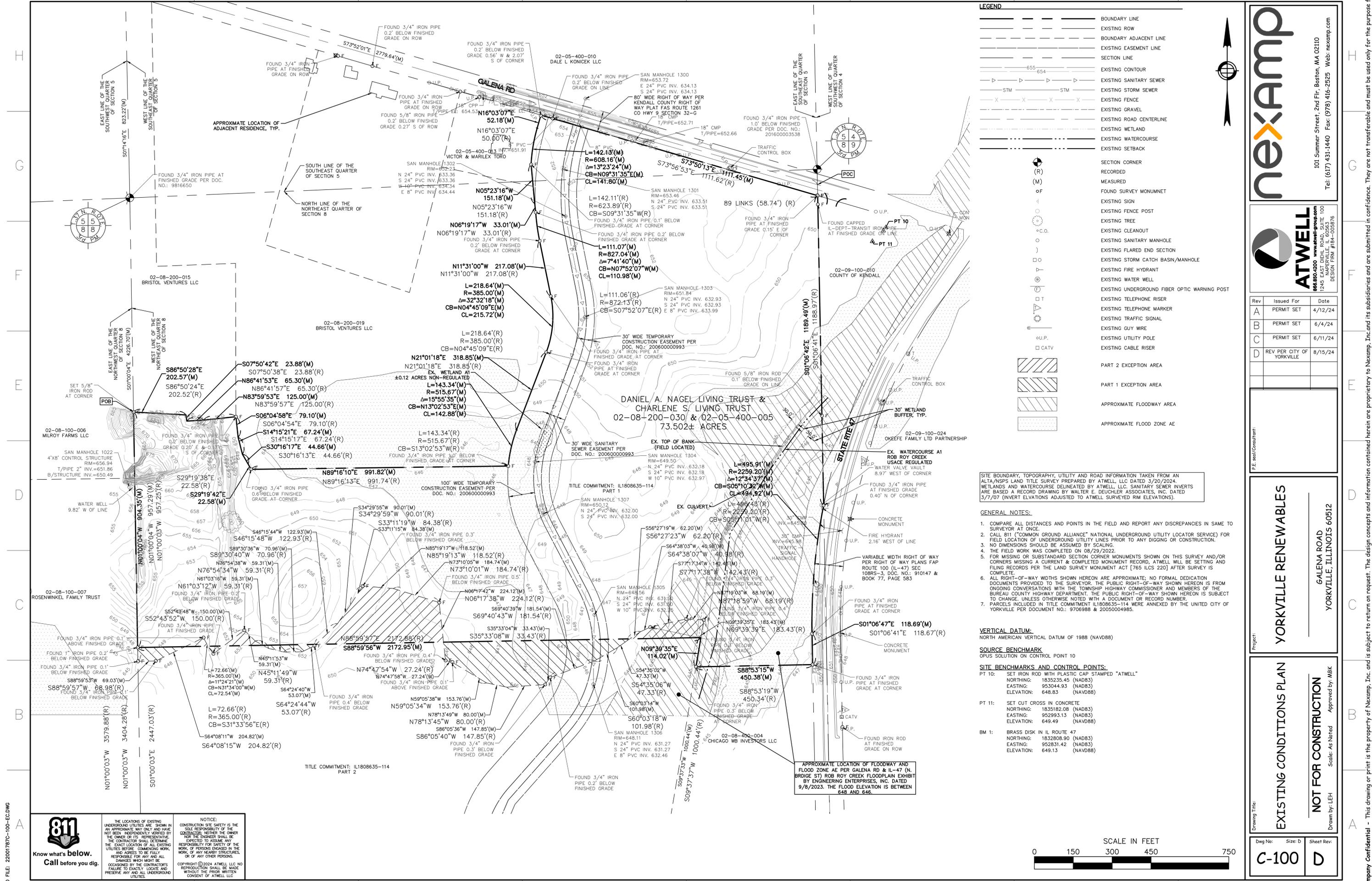
Table with 3 columns: Rev, Issued For, Date. Rows A-D with details on permit sets and revision dates.

Project: YORKVILLE RENEWABLES GALENA ROAD YORKVILLE, ILLINOIS 60512

LEGAL DESCRIPTION NOT FOR CONSTRUCTION Scale: As Noted Approved by: MBK

Dwg No: C-001 Size: D Sheet Rev: D

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LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

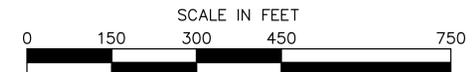
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
 - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
 - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
 - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
 - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
 - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

SOURCE BENCHMARK
OPUS SOLUTION ON CONTROL POINT 10

SITE BENCHMARKS AND CONTROL POINTS:

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
 - EASTING: 953044.93 (NAD83)
 - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
 - EASTING: 952993.13 (NAD83)
 - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
 - EASTING: 952831.42 (NAD83)
 - ELEVATION: 649.13 (NAVD88)



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YORKVILLE, ILLINOIS 60552
DESIGN FIRM #184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

EXISTING CONDITIONS PLAN

NOT FOR CONSTRUCTION

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK
Drawn by: LEH

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 HIS 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 OCCURRED 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 OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SOIL EROSION AND SEDIMENTATION CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
- EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOUSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
- ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
 - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
 - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
 - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
 - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
 - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
 - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
- EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
- ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
- CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
- CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
- ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
- THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

NOTE:
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

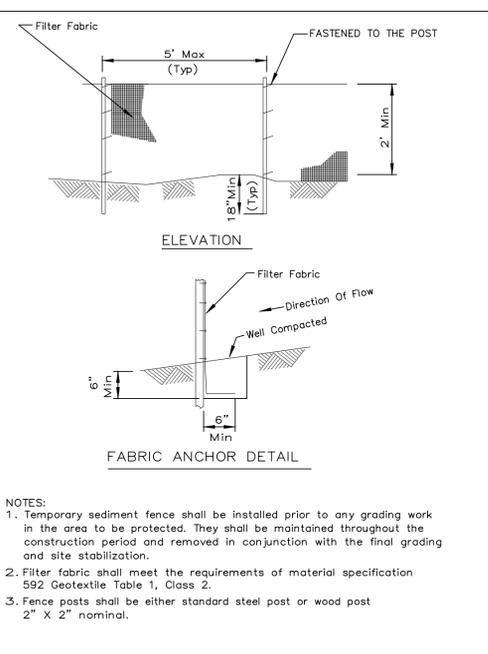
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED 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 OWNER. THE CONTRACTOR IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SILT FENCE PLAN



- NOTES:**
- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
 - Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

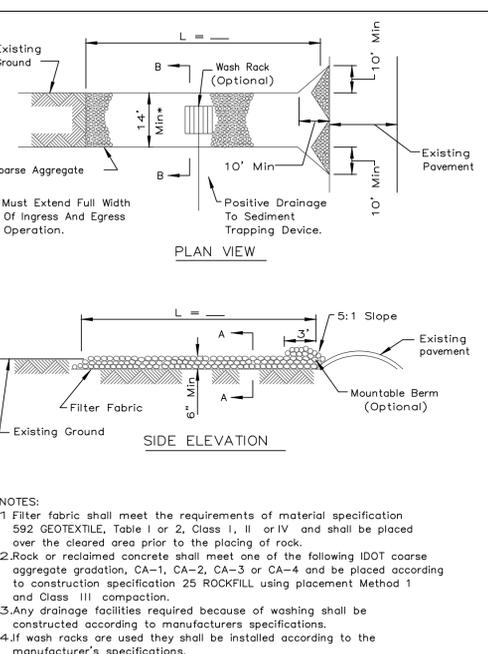
MAINTENANCE:
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

CONCRETE WASHOUT

- INSTALLATION**
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
- INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
 - DESIGNED AND INSTALLED SYSTEMS
 - UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
 - DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
 - A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
 - INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
 - PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
 - PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
 - INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
 - POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
 - WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

- MAINTENANCE**
- INSPECT DAILY AND AFTER EACH STORM EVENT.
 - INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
 - INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
 - INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
 - ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
 - EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
 - PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
 - UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
 - DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
 - THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
 - THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
 - CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING.
 - PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
 - INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
 - WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHALL BE CHECKED LOCALLY.
 - Holes, depressions and other land disturbances associated with the system should be backfilled, graded, and stabilized.

STABILIZED CONSTRUCTION ENTRANCE PLAN



- NOTES:**
- 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.
 - Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
 - Any drainage facilities required because of washing shall be constructed according to manufacturer's specifications.
 - If wash racks are used they shall be installed according to the manufacturer's specifications.

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CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER _____ DATE _____

GENERAL CONTRACTOR NAME _____

GENERAL CONTRACTOR ADDRESS _____

GENERAL CONTRACTOR TELEPHONE _____

GENERAL CONTRACTOR SIGNATURE _____

DATE _____

SITE ADDRESS _____

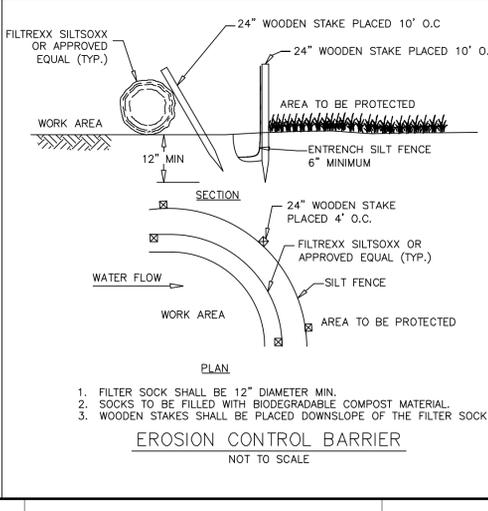
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SUBCONTRACTOR ADDRESS _____

SUBCONTRACTOR TELEPHONE _____

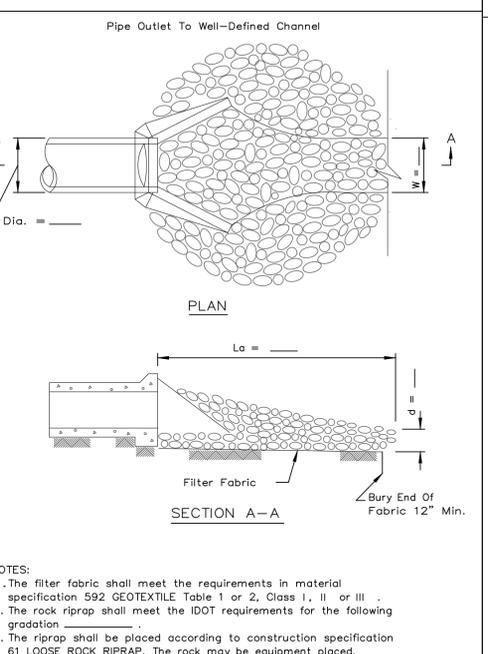
SUBCONTRACTOR SIGNATURE _____

DATE _____



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PIPE OUTLET TO CHANNEL



- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
 - The rock riprap shall meet the IDOT requirements for the following gradation _____.
 - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

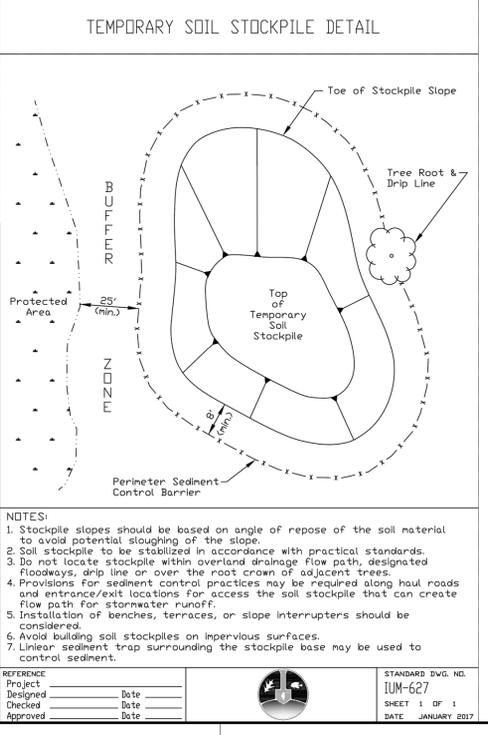
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MAINTENANCE:
INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

OWNER CERTIFICATION

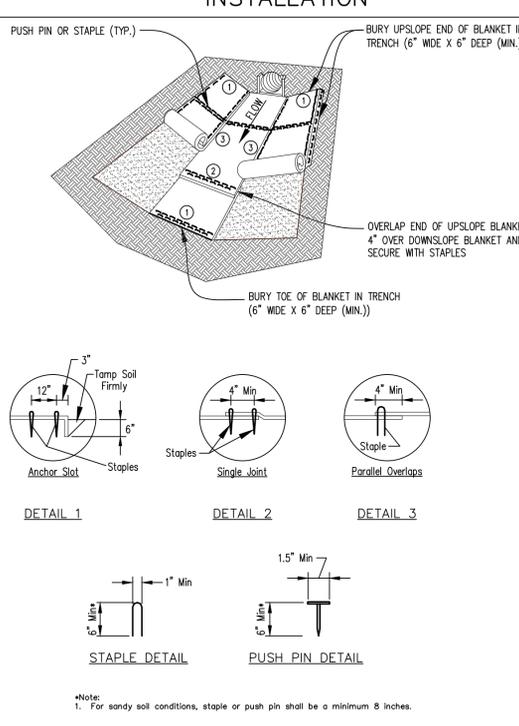
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OWNER _____ DATE _____



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EROSION CONTROL BLANKET - CHANNEL INSTALLATION



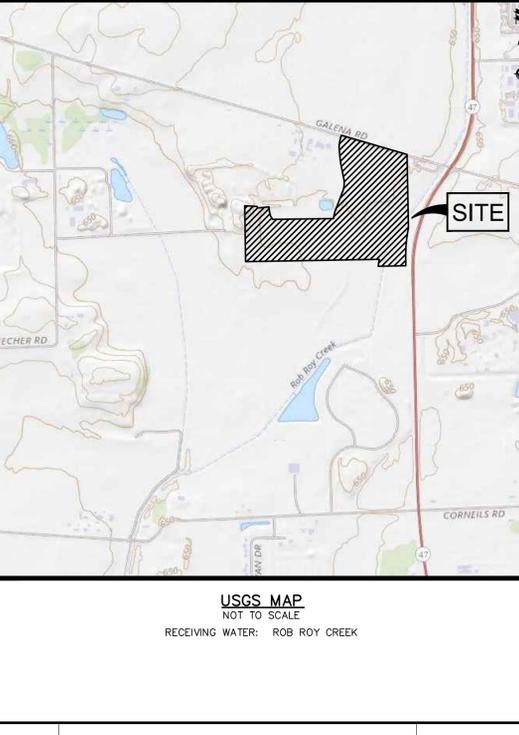
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MAINTENANCE:
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND REPAIRS MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

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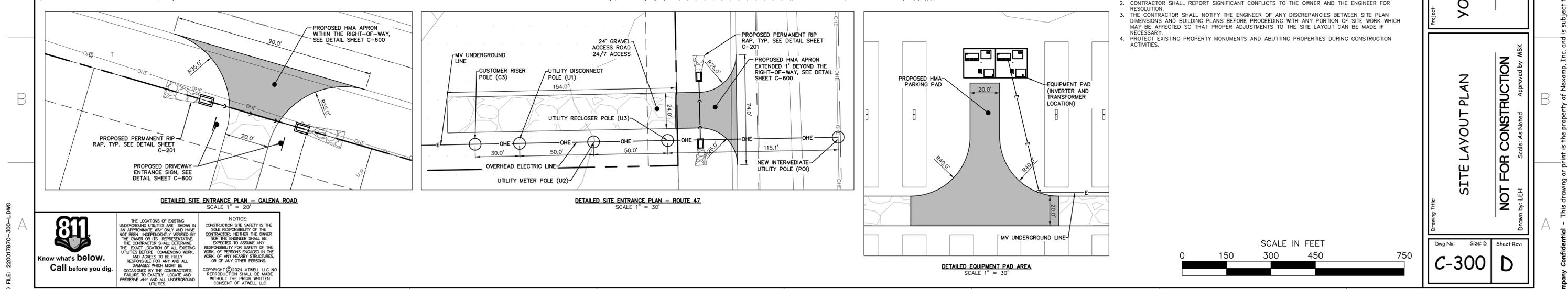
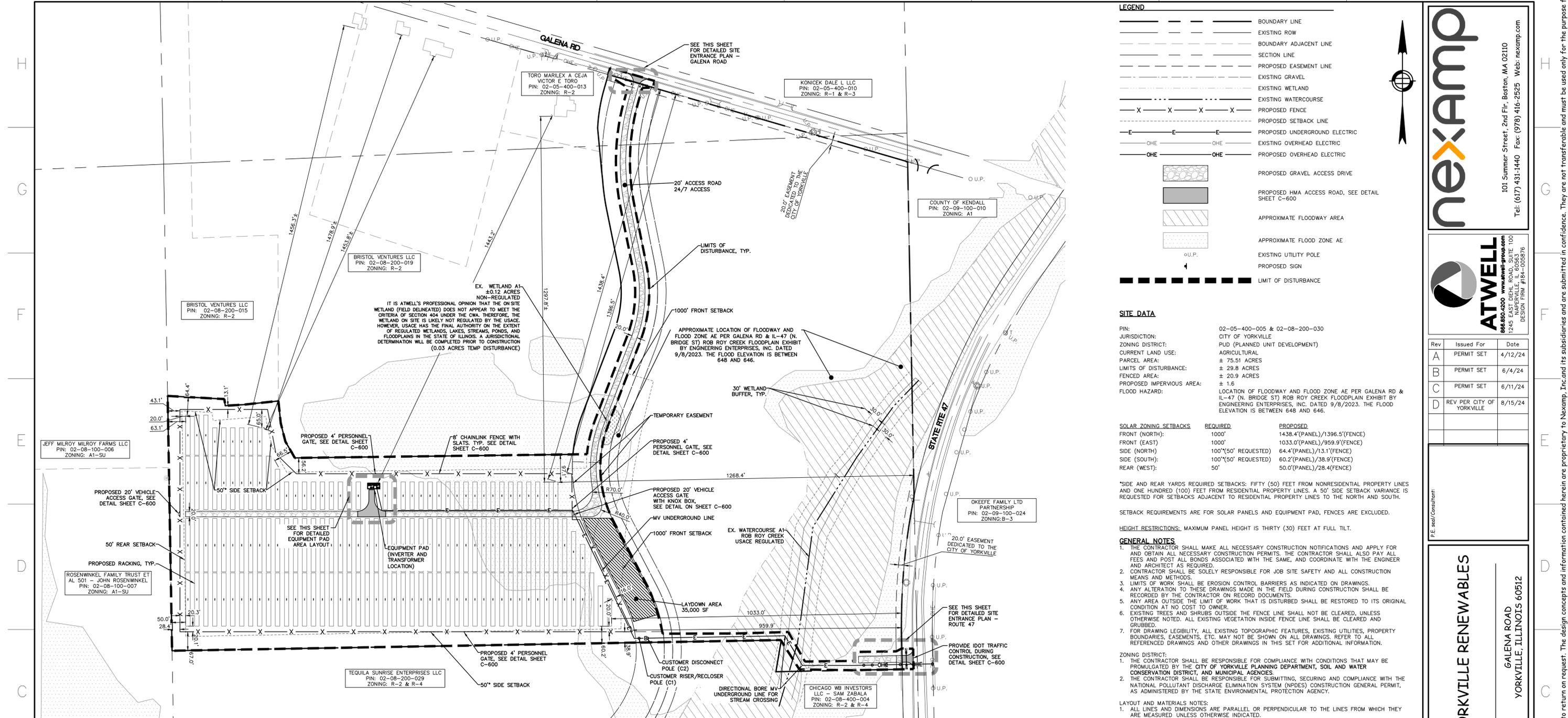
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SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS

NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No: **C-201** Size: D Sheet Rev: **D**



STORMWATER SUMMARY

DISTURBED AREA: 29.8± ACRES
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS
 ON FOR EXISTING SITE: 87

PROPOSED COVER: BRUSH-WEED-GRASS
 ON FOR PROPOSED SITE: 57

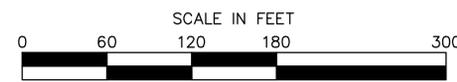
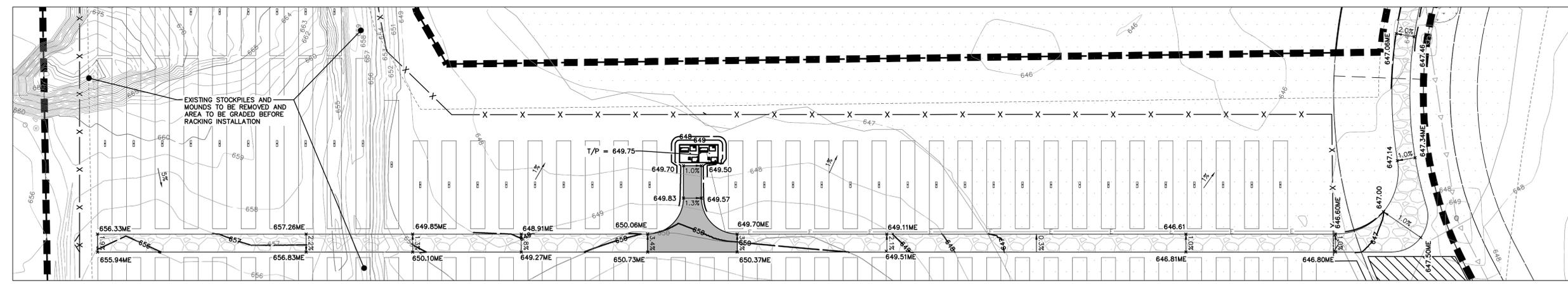
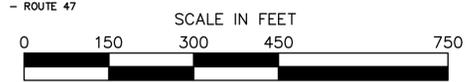
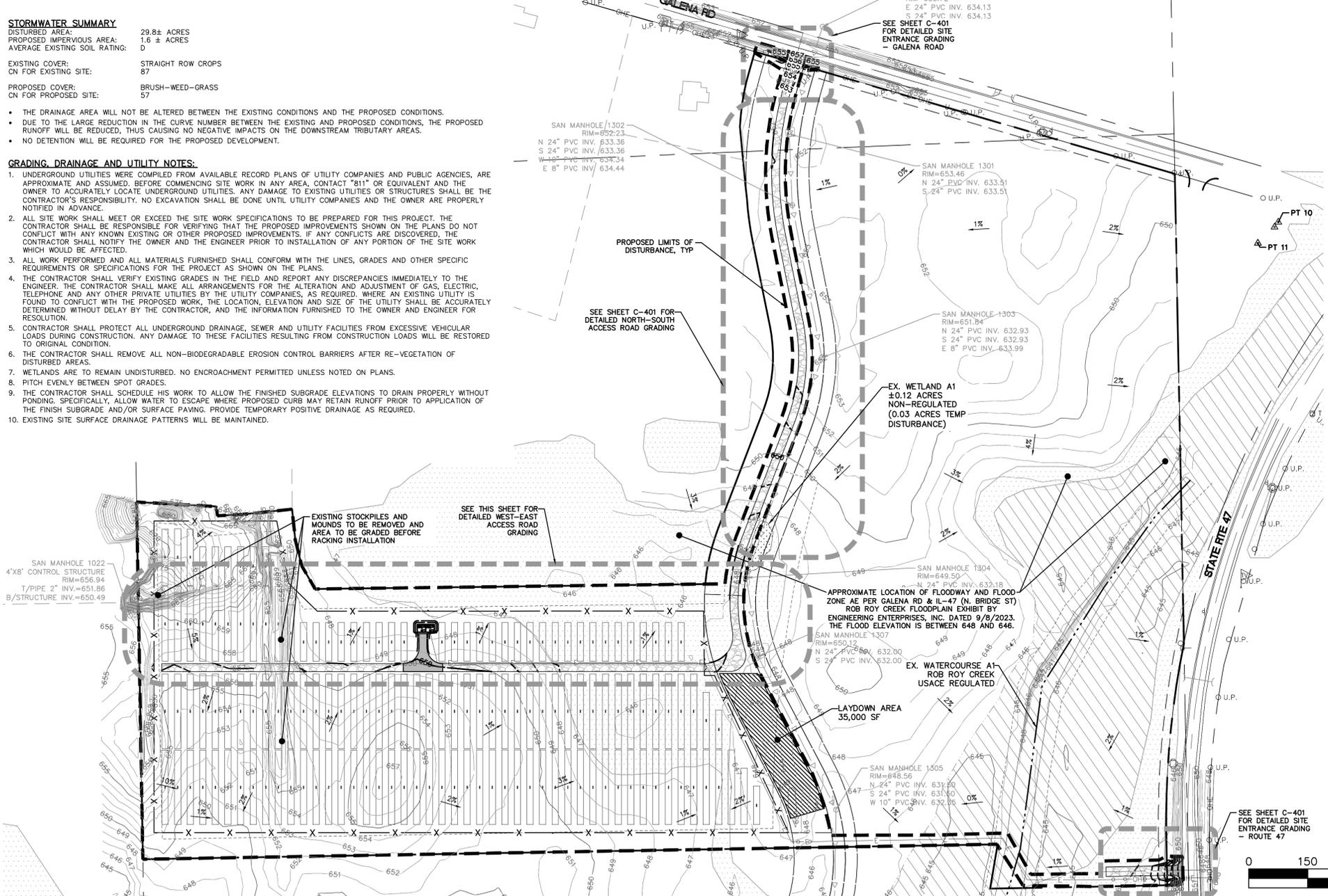
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

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 HIS 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.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED HVA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



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 BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE 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, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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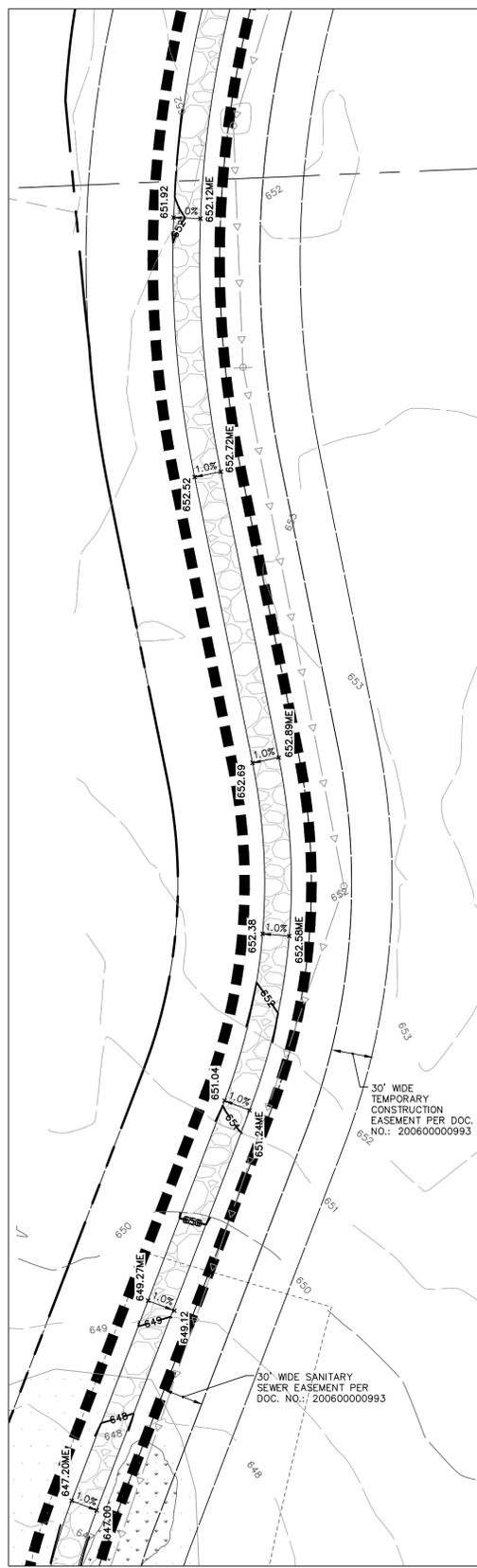
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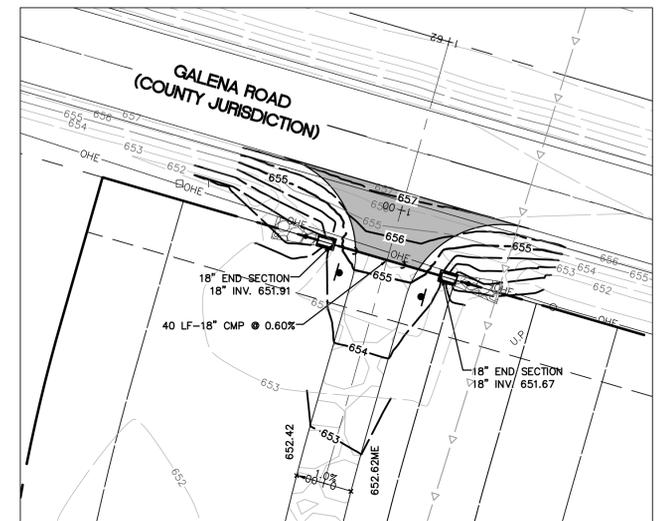
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Dwg No: **C-400** Size: D Sheet Rev: **D**

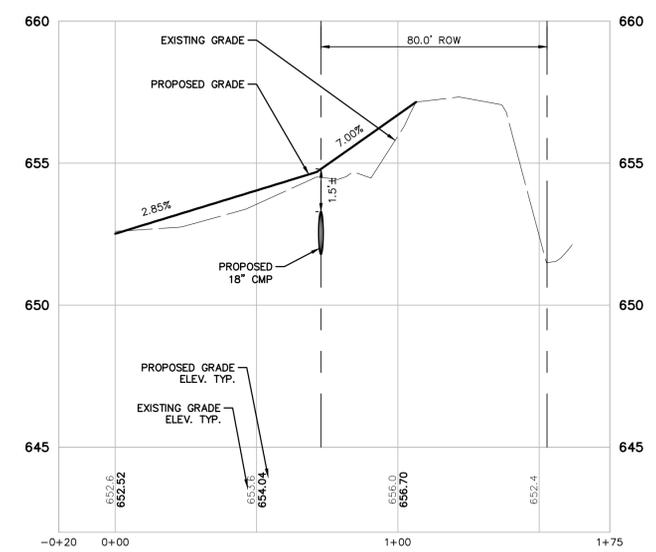
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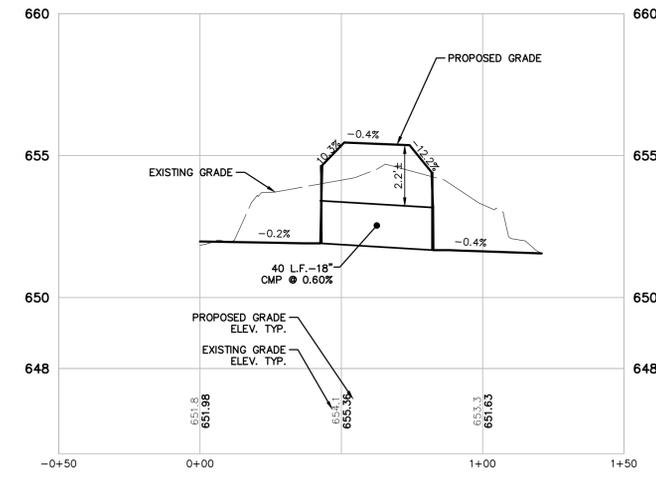
DETAILED ACCESS ROAD GRADING SCALE 1" = 60'



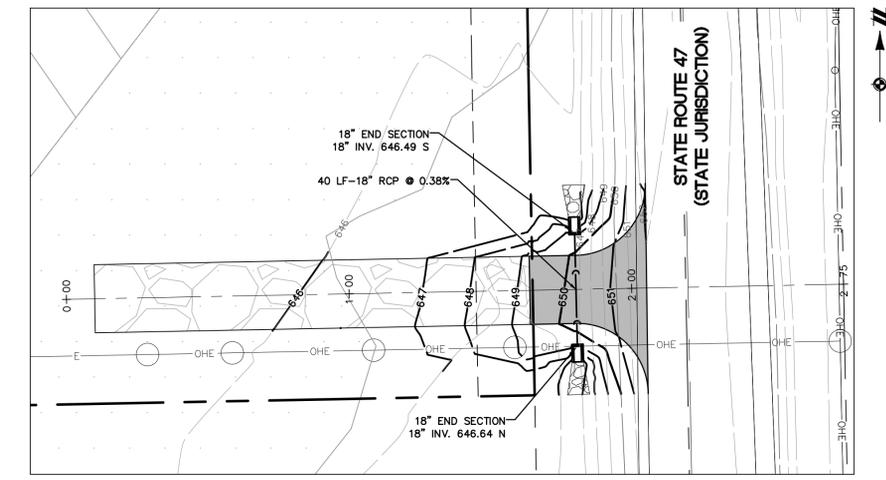
DETAILED SITE ENTRANCE GRADING - GALENA ROAD SCALE 1" = 30'



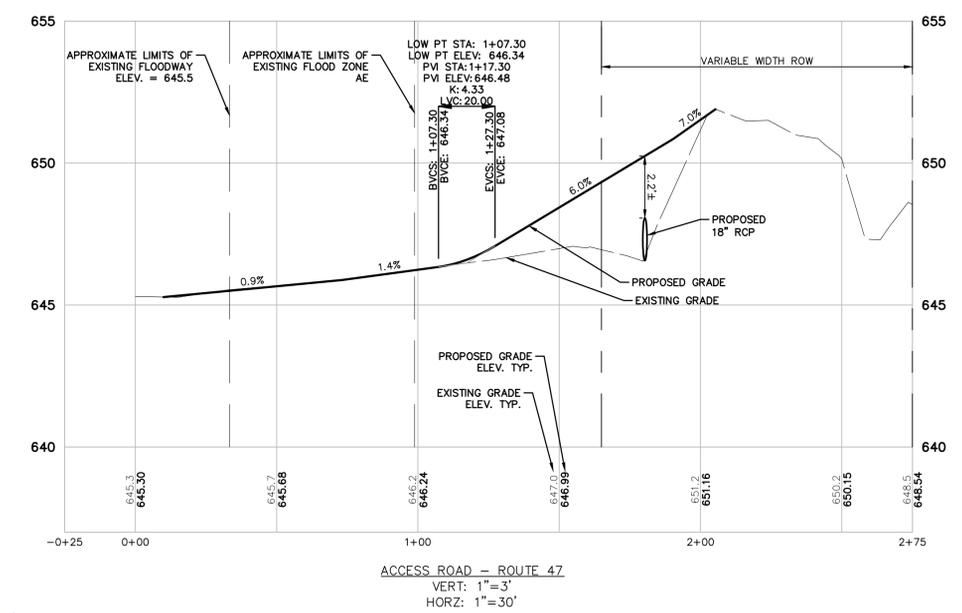
ACCESS ROAD ENTRANCE - GALENA ROAD VERT: 1"=3' HORZ: 1"=30'



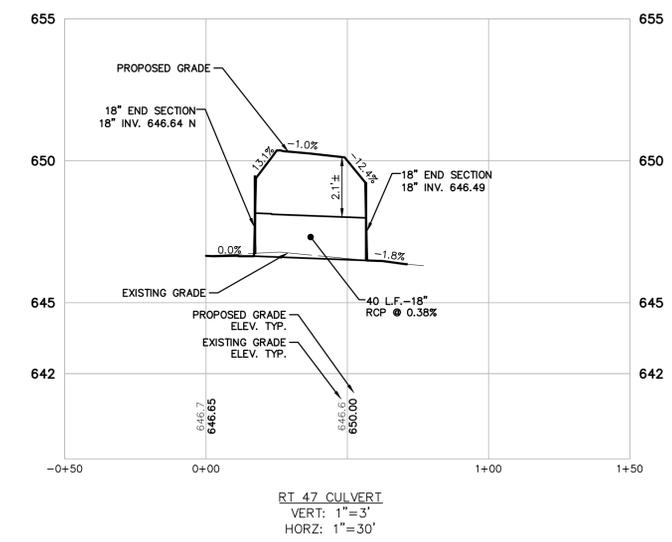
GALENA ROAD CULVERT VERT: 1"=3' HORZ: 1"=30'



DETAILED SITE ENTRANCE GRADING - ROUTE 47 SCALE 1" = 30'



ACCESS ROAD - ROUTE 47 VERT: 1"=3' HORZ: 1"=30'



RT 47 CULVERT VERT: 1"=3' HORZ: 1"=30'

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Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

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666.850.4200 www.atwell-group.com
1245 EAST DIEHL ROAD, SUITE 100
DESIGN FIRM # 84-003976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

YORKVILLE RENEWABLES

GALENA ROAD
YORKVILLE, ILLINOIS 60512

GRADING PLAN - ACCESS ROAD

NOT FOR CONSTRUCTION

Scale: As Noted
Approved by: MBK
Drawn by: LEH

Dwg No: **C-401** Size: D Sheet Rev: **D**

PLANT CALCULATIONS

ORDNANCE COMPLIANCE MATRIX

Acres: 29.8
 Street Frontage (Galena Rd): 1111.45 feet
 Street Frontage (IL Route 47): 614.60 feet
 East Fence Line Transition zone: 600 feet (+/-)
 North and South Property Line Transition zone: 3275 feet (+/-)
 USDA Zone: 5 (20 degrees to 10 degrees)

Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)

Section 8-1.2-3. GENERAL STANDARDS

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

Ch. 5 DEVELOPMENT STANDARDS (PER NEW UDO)

Section 10-5-3 Landscape requirement

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

PLANT SCHEDULE

SHADE TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
	AC	13	<i>Acer spicatum</i> 'Majestic'	Majestic Sugar Maple	2.5" Cal.	60' Ht.	20%
	GK	13	<i>Ginkgo biloba</i> , spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
	TA	13	<i>Tilia americana</i>	American Linden	2.5" Cal.	40-50' Ht.	20%
	CO	14	<i>Celtis occidentalis</i>	Hickory	2.5" Cal.	30-50' Ht.	23%
	QM	13	<i>Quercus macrocarpa</i>	Bur Oak	2.5" Cal.	120' Ht.	20%
Total		66					
UNDERSTORY TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (SPECIES)
	AG	6	<i>Amelanchier grandiflora</i>	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
	CB	6	<i>Carpinus betulus</i>	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
	CC	6	<i>Cercis canadensis</i>	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
	HW	6	<i>Hamelalis virginiana</i>	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
	SI	6	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
Total		30					
EVERGREEN TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (SPECIES)
	PA	4	<i>Phoebe abies</i> 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
	PO	4	<i>Phoebe amena</i> 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
	JS	3	<i>Juniperus scopulorum</i> 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
	PF	3	<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
Total		14					
SHRUBS	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
	CS	99	<i>Cornus sericea</i>	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
	EA	107	<i>Eutonymus alatus</i>	Winged Eutonymus	2" Ht.	8-12' Ht.	21%
	IB	106	<i>Ilex decidua</i>	Wingnut	2" Ht.	7-10' Ht.	21%
	SN	99	<i>Sambucus nigra canadensis</i>	Common Elderberry	2" Ht.	8-12' Ht.	19%
	CA	97	<i>Corylus americana</i>	American Hazelnut	2" Ht.	10' Ht.	19%
Total		508					

LEGEND

- BOUNDARY LINE
- - - EXISTING ROW
- - - BOUNDARY ADJACENT LINE
- - - SECTION LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING GRAVEL
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- - - EXISTING SANITARY SEWER
- - - PROPOSED STORM SEWER
- - - PROPOSED UNDERGROUND ELECTRIC
- - - EXISTING OVERHEAD ELECTRIC
- - - PROPOSED OVERHEAD ELECTRIC
- - - EXISTING WETLAND
- - - EXISTING WATERCOURSE
- - - PROPOSED FENCE

- [Pattern] PROPOSED GRAVEL ACCESS DRIVE
- [Pattern] PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- [Pattern] PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
- [Pattern] PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
- [Pattern] APPROXIMATE FLOODWAY AREA
- [Pattern] APPROXIMATE FLOOD ZONE AE

- o.u.p. EXISTING UTILITY POLE
- o EXISTING SHRUB
- o PROPOSED SHADE TREE
- o PROPOSED UNDERTORY TREE
- o PROPOSED EVERGREEN TREE

PLANTING NOTES:

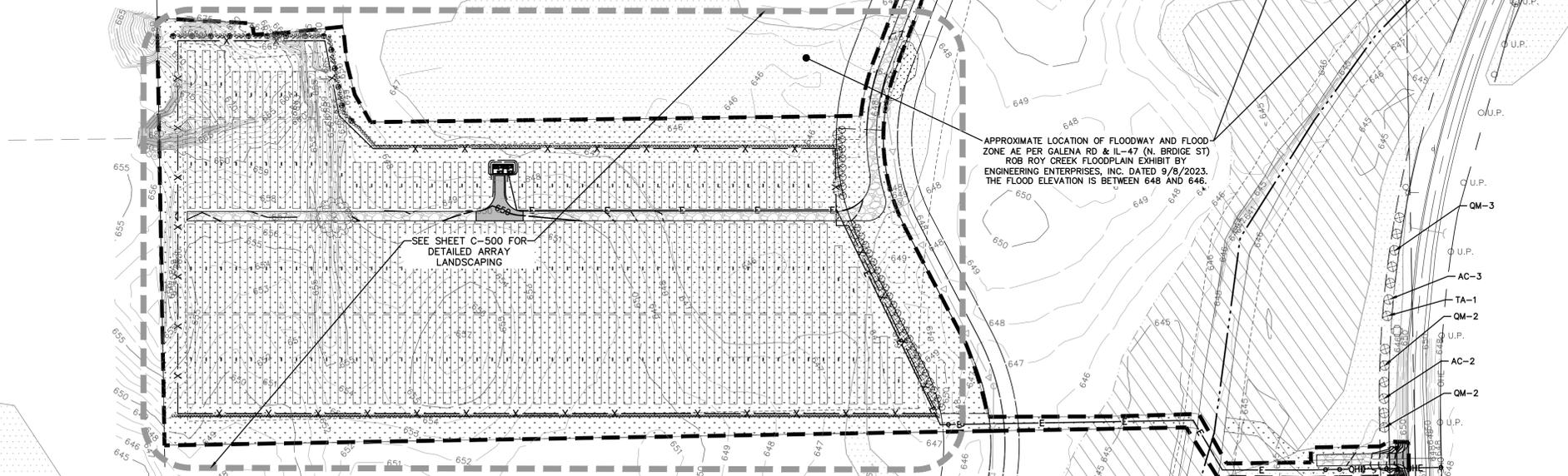
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- 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.
- 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.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



Yorkville Solar Proposed Array Mix
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m ²	Total
Grasses				
Sideoats Grama	<i>Bouteloua curtipendula</i>	19.83%	5.0	2.28 PLS/lb
Prairie Blume	<i>Bromus kalmii</i>	0.97%	0.3	0.10 PLS/lb
Prairie Owl Sedge	<i>Carex brexor</i>	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	<i>Carex bicknellii</i>	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	<i>Carex molleata</i>	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	<i>Carex vaginosa</i>	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	<i>Elymus villosus</i>	6.52%	1.5	0.75 PLS/lb
Little Bluestem	<i>Schizachyrium scoparium</i>	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	<i>Sporobolus heterolepis</i>	0.43%	0.3	0.05 PLS/lb
Forbs				
Common Yarrow	<i>Achillea millefolium</i>	0.48%	3.6	0.08 PLS/lb
Hooding Onion	<i>Allium canadense</i>	0.26%	0.1	0.03 PLS/lb
Lead Plant	<i>Amorpha canadensis</i>	1.44%	1.0	0.17 PLS/lb
Canada Anemone	<i>Anemone canadensis</i>	0.05%	0.0	0.01 PLS/lb
Wild Columbine	<i>Aquilegia canadensis</i>	0.05%	0.1	0.01 PLS/lb
Common Milkweed	<i>Asclepias syriaca</i>	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	<i>Asclepias tuberosa</i>	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	<i>Astragalus canadensis</i>	1.18%	0.8	0.14 PLS/lb
Calico Aster	<i>Symphoricarpos lateriflorum</i>	0.05%	0.5	0.01 PLS/lb
Orange Gaillardia	<i>Chamaecrista fasciculata</i>	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	<i>Dalea candida</i>	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	<i>Dalea purpurea</i>	6.55%	5.0	0.75 PLS/lb
Queen Gaillardia	<i>Gaillardia florida</i>	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	<i>Liatris pycnostachya</i>	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	<i>Pycnanthemum virginianum</i>	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	<i>Rosa arkansana</i>	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	<i>Rudbeckia hirta</i>	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	<i>Solidago nemoralis</i>	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	<i>Solidago ohioensis</i>	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	<i>Symphoricarpos latifolius</i>	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	<i>Tridactmia orientalis</i>	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	<i>Verbena stricta</i>	1.96%	1.8	0.18 PLS/lb
Garden Alexanders	<i>Zizia aurea</i>	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.
 Northern L. poorly drained B.

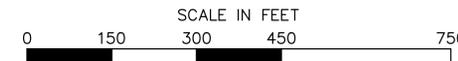
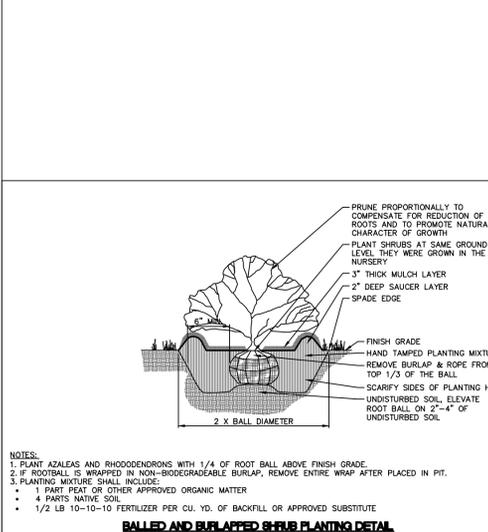
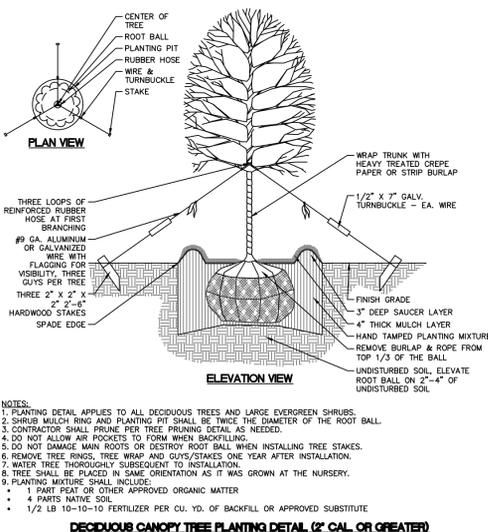
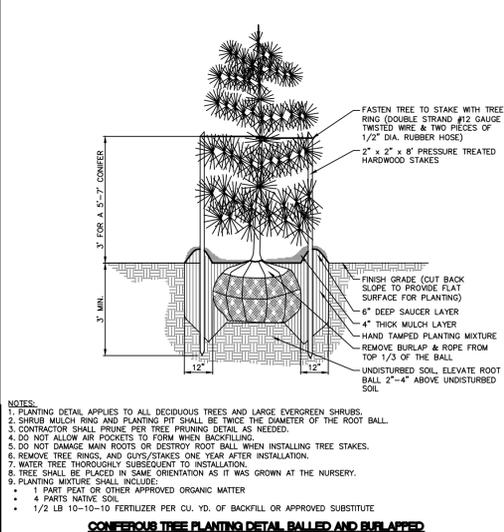


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 YORKVILLE, ILLINOIS 60552
 DESIGN FIRM # 84-003976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

YORKVILLE RENEWABLES

GALENA ROAD
 YORKVILLE, ILLINOIS 60512

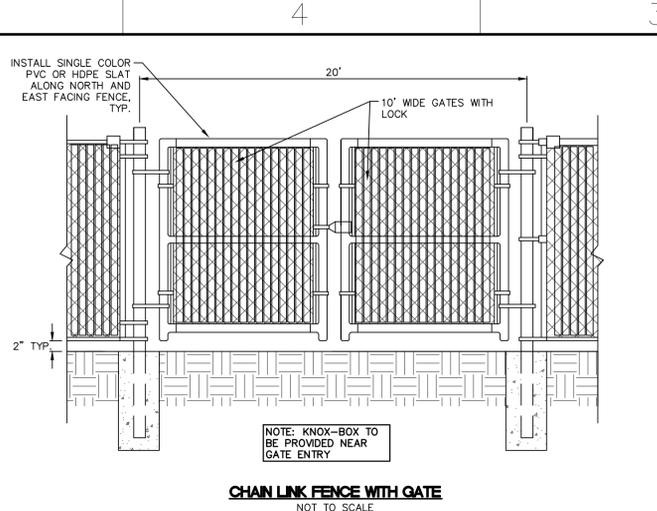
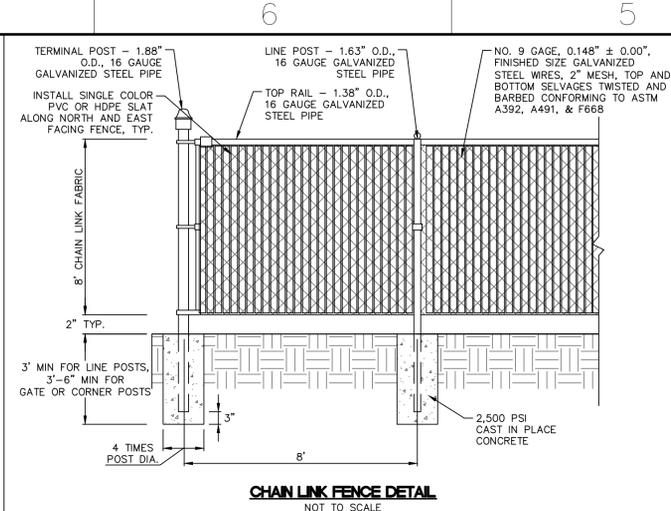
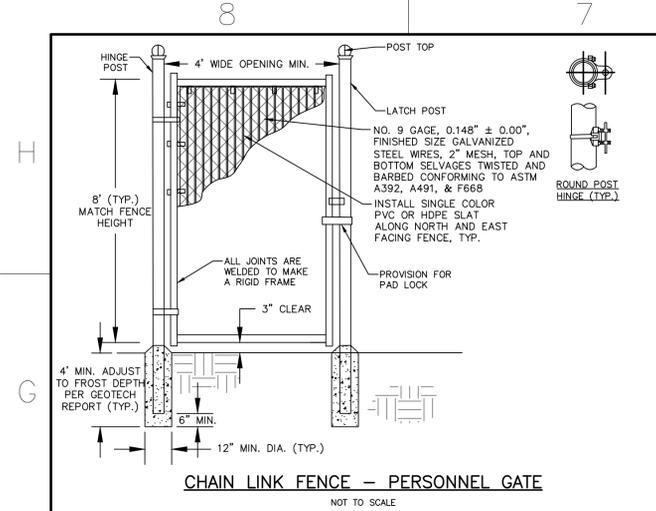
LANDSCAPE PLAN

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
 Drawn by: LEH

Dwg No: C-500 Size: D Sheet Rev: D

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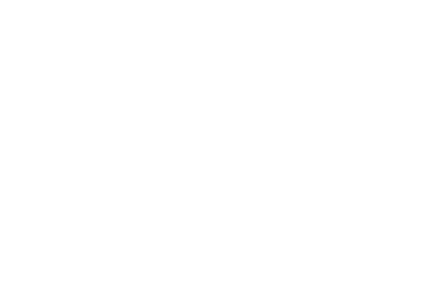
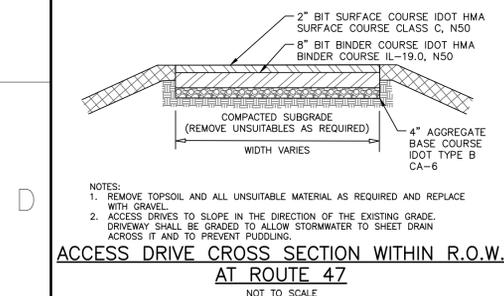
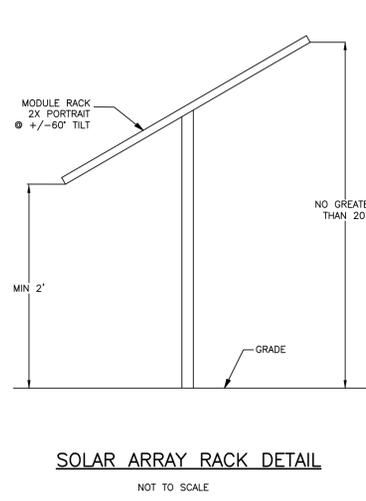
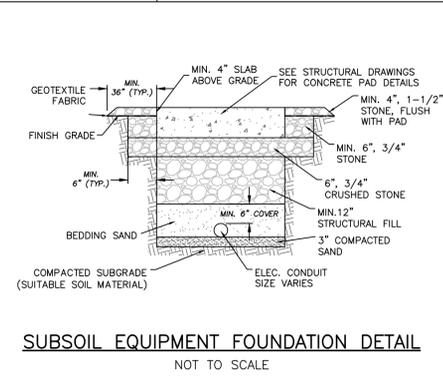
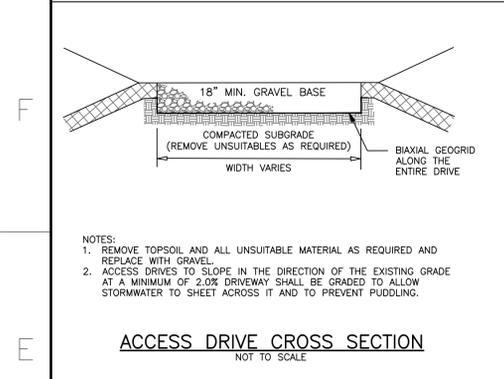


IN THE EVENT OF AN EMERGENCY
PLEASE DIAL 9-1-1
 FOLLOWED BY A SECOND CALL TO:
 857-239-0057
 YOUR LOCATION IS:
 TBD, Galena Road
 Yorkville, IL 60512

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

"DANGER" WARNING SIGN
 NOT TO SCALE



GENERAL NOTES
 This Standard is to be used for all applications of pipe culverts, manholes, and catch basins. It is intended to be used in conjunction with the Standard Specifications for Highway Construction, Section 701.000-05.

TYPICAL APPLICATIONS
 Utility operations
 Culvert installations
 Slope stabilization
 Guardrail installation and maintenance
 Detention installation
 Landscaping operations
 Shoulder repair
 Sign installation and maintenance

SYMBOLS
 Work area
 Sign
 Core, drum or barricade

DATE REVISIONS

DATE	REVISIONS
11-13-16	Revised section to include number to agree with current METHOD.
1-11-13	Original issue WORKSHEET.

OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24' (600 mm) FROM PAVEMENT EDGE
 STANDARD 701006-05

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PIPE CULVERT END SECTION DIMENSIONS

Pipe I.D.	A	R	S	T	L12	L13	L14	L16	Slope of End Section
15 (375)	14 (353)	29 (737)	28 (711)	20 (508)	16.8 (427)	12.42 (316)	11.36 (288)	11.36 (288)	15:1
18 (450)	18 (450)	36 (914)	35 (889)	26 (660)	18.8 (478)	14.4 (366)	13.36 (339)	13.36 (339)	15:1
21 (525)	21 (525)	42 (1067)	41 (1042)	32 (813)	21.8 (554)	16.4 (416)	15.36 (390)	15.36 (390)	15:1
24 (600)	24 (600)	48 (1219)	47 (1194)	38 (965)	24.8 (625)	18.4 (466)	17.36 (440)	17.36 (440)	15:1
27 (675)	27 (675)	54 (1372)	53 (1347)	44 (1118)	27.8 (706)	20.4 (519)	19.36 (494)	19.36 (494)	15:1
30 (750)	30 (750)	60 (1529)	59 (1504)	50 (1270)	30.8 (777)	22.4 (569)	21.36 (543)	21.36 (543)	15:1
33 (825)	33 (825)	66 (1686)	65 (1661)	56 (1426)	33.8 (858)	24.4 (619)	23.36 (597)	23.36 (597)	15:1
36 (900)	36 (900)	72 (1843)	71 (1818)	62 (1583)	36.8 (939)	26.4 (669)	25.36 (641)	25.36 (641)	15:1
39 (975)	39 (975)	78 (1999)	77 (1974)	68 (1739)	39.8 (1010)	28.4 (719)	27.36 (695)	27.36 (695)	15:1
42 (1050)	42 (1050)	84 (2156)	83 (2131)	74 (1895)	42.8 (1081)	30.4 (769)	29.36 (739)	29.36 (739)	15:1
45 (1125)	45 (1125)	90 (2313)	89 (2288)	80 (2051)	45.8 (1162)	32.4 (819)	31.36 (783)	31.36 (783)	15:1
48 (1200)	48 (1200)	96 (2470)	95 (2445)	86 (2207)	48.8 (1243)	34.4 (869)	33.36 (837)	33.36 (837)	15:1
51 (1275)	51 (1275)	102 (2627)	101 (2602)	92 (2363)	51.8 (1324)	36.4 (919)	35.36 (881)	35.36 (881)	15:1
54 (1350)	54 (1350)	108 (2784)	107 (2759)	98 (2519)	54.8 (1405)	38.4 (969)	37.36 (935)	37.36 (935)	15:1
57 (1425)	57 (1425)	114 (2941)	113 (2916)	104 (2675)	57.8 (1486)	40.4 (1019)	39.36 (989)	39.36 (989)	15:1
60 (1500)	60 (1500)	120 (3098)	119 (3073)	110 (2831)	60.8 (1567)	42.4 (1069)	41.36 (1043)	41.36 (1043)	15:1
63 (1575)	63 (1575)	126 (3255)	125 (3230)	116 (2987)	63.8 (1648)	44.4 (1119)	43.36 (1087)	43.36 (1087)	15:1
66 (1650)	66 (1650)	132 (3412)	131 (3387)	122 (3143)	66.8 (1729)	46.4 (1169)	45.36 (1131)	45.36 (1131)	15:1
69 (1725)	69 (1725)	138 (3569)	137 (3544)	128 (3299)	69.8 (1810)	48.4 (1219)	47.36 (1175)	47.36 (1175)	15:1
72 (1800)	72 (1800)	144 (3726)	143 (3701)	134 (3455)	72.8 (1891)	50.4 (1269)	49.36 (1219)	49.36 (1219)	15:1
75 (1875)	75 (1875)	150 (3883)	149 (3858)	140 (3611)	75.8 (1972)	52.4 (1319)	51.36 (1263)	51.36 (1263)	15:1
78 (1950)	78 (1950)	156 (4040)	155 (4015)	146 (3767)	78.8 (2053)	54.4 (1369)	53.36 (1307)	53.36 (1307)	15:1
81 (2025)	81 (2025)	162 (4197)	161 (4172)	152 (3923)	81.8 (2134)	56.4 (1419)	55.36 (1351)	55.36 (1351)	15:1
84 (2100)	84 (2100)	168 (4354)	167 (4329)	158 (4079)	84.8 (2215)	58.4 (1469)	57.36 (1395)	57.36 (1395)	15:1

STANDARD 542001-06

CONCRETE END SECTIONS FOR PIPE CULVERTS
 15' (375 mm) THRU 84' (2100 mm) DIA.
 STANDARD 542001-06

GENERAL NOTES
 This Standard is for use with single pipe culverts and multiple culvert installations. For multiple culvert installations, place the end sections side-by-side leaving a 3 (75) space between adjacent end sections and fill the spool with Class II concrete.

The number of segments shown in elevation is for example only. The length and number of precast sections required to construct the end section shall be determined by the Contractor.

See roadway plans for slope (V&H) and pipe inside diameter.

End section may be installed up to ± 15 degrees skewed with roadway.

2 1/4 x 2 1/4 x 1/4 (66 x 66 x 8) plate washers shall be provided under each nut required for the anchor rods. Holes in the washers for the culvert tie assembly may be drilled using core bits in lieu of formed holes.

See Standard 542311 for end sections having traversable pipe grate.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

101 Summer Street, 2nd Fl., Boston, MA 02110
 1245 EAST DIEHL ROAD, SUITE 100
 YORKVILLE, ILLINOIS 60552
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

666.650.4200 www.atwell-group.com
 DESIGN: FRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES
 GALENA ROAD
 YORKVILLE, ILLINOIS 60512

STANDARD DETAILS
 NOT FOR CONSTRUCTION
 Scale: As Noted
 Drawing Title: YORKVILLE RENEWABLES
 Dwg No: Size: D Sheet Rev: D

CAD FILE: 22001767C-600-01.DWG

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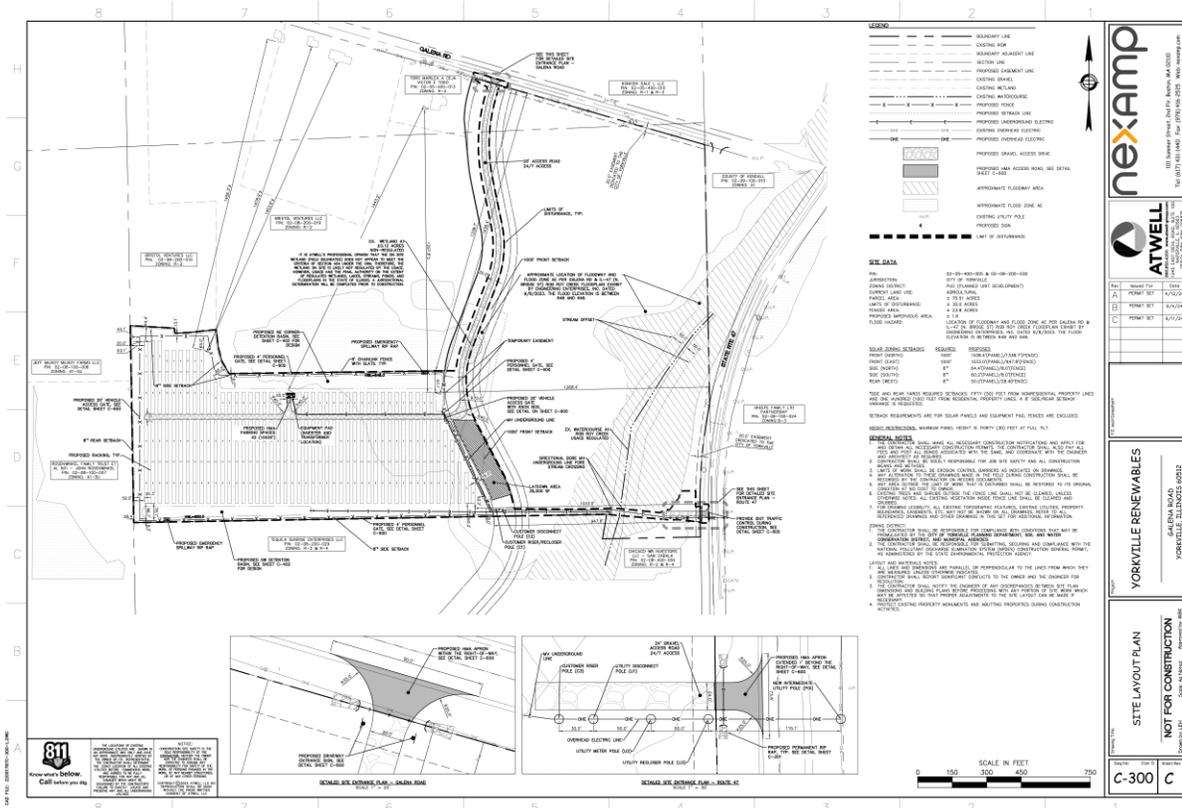
Memorandum

To: Planning and Zoning Commission
 From: Sara Mendez, Planner I
 CC: Bart Olson, City Administrator
 Krysti Barksdale-Noble, Community Development Director
 Date: September 4, 2024
 Subject: **PZC 2024-01 Yorkville Renewables/Nexamp – Solar Farm**
 (Rezone, Special Use, and Variance)

PROJECT SUMMARY:

The applicant, Daniel Kramer on behalf of Nexamp dba Yorkville Renewables, LLC, contract leasee, is requesting rezoning, special use, and variance permit approval to construct a 5-megawatt (MW) freestanding community solar facility. The proposed 23-acre solar farm will be situated on approximately 73.5 acres of existing farmland parcel located near the southwest corner of Galena Road and Route 47 within the former East Westbury Village Planned Unit Development (PUD) in parcels (#02-05-400-005 and #02-08-200-030). The property is currently utilized for farming and the owners of the real property are Daniel A and Charene S Nagal.

The petitioner is also requesting to rezone the parcel from the current R-2 Single-Family Traditional Residence District to the A-1 Agricultural District. Lastly, the petitioner is requesting a variance to Section 10-4-13 of the City's Unified Development Ordinance to decrease the minimum rear and interior side yard setbacks from fifty (50) feet to eight (8) feet.



PROPERTY BACKGROUND:

The parcel is within a formally existing Planned Unit Development (PUD) known as the East Village of Westbury. A Memorandum of Understanding with the successor property owners of the East Village of Westbury development was executed to repeal the land plan and obligations of the PUD on May 28, 2024 (Ordinance 2024-05). The underlying zoning of the property remained R-2 Single-Family Traditional Residence District.



Yorkville Renewable - Nexamp

United City of Yorkville, Illinois
Date: June 21, 2024
File Location: I:\ARCGIS TEMPLATES\Yorkville Renewables - Nexamp



REZONING REQUEST:

As previously stated, the subject parcel is currently zoned R-2, and the petitioner is requesting to rezone the property to A-1 Agricultural District for the purpose of constructing a solar farm.

Per Table 10-3-12(B) Permitted and Special Uses of the City’s Unified Development Ordinance, solar farms are a special use in the A-1 Agricultural 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 land. Section 10-8-12.B.1 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 consists of two (2) parcels (#02-05-400-005 and #02-08-200-030). The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
South	Former Westbury East Village (R-2)	Agriculture
East	IL Route 47 B-3 General Business District	Transportation Land Use O'Keefe Property/Gas Station/Raging Waves Waterpark
West	A1-Special Use (Unincorporated Kendall County)	Compost Facility/Agriculture

SPECIAL USE REQUEST:

Simultaneously with the rezoning request, the applicant is also seeking special use authorization. Section 10-8-5D.1 of the Unified Development Ordinance states specific standards for special use requests which all recommendation bodies will review and will be entered into the public record as part of the public hearing process. The petitioner has provided answers to each of the criteria in the application to these standards. Below is a summary of the various components of the proposed 23-acre solar farm development.

VARIANCE REQUEST:

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City’s Unified Development Ordinance provides setback specifics for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required for solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (East)	100 feet	1,000 feet
Interior Side (North)	100 feet	8 feet
Side Yard (South)	50 feet from nonresidential/100 feet from residential	8 feet
Rear (West)	50 feet from nonresidential/100 feet from residential	8 feet

Section 10-8-9C.1 of the Unified Development Ordinance states specific standards for variance requests which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application to these standards.

Solar Setbacks

The location of the solar panels meets the front (east) yard setback for the Solar Farm use in the A-1 Agricultural District. However, the solar panels appear to encroach into the required rear and interior side yards to the south, west, and north. As stated in Section 10-4-13B.8.b of the City’s Unified Development Ordinance, the minimum distances required for the rear and interior side yard to the south, west, and north is 50 feet. As previously stated, the petitioner has filed a variance request to maintain 8 feet from the interior and rear yard setbacks.

The original petition, submitted before the adoption of the Unified Development Ordinance, had already undergone a previous Plan Council meeting and, at that time, met the standards of the previous zoning ordinance regarding setbacks. The petitioner is now requesting to retain these original standards.

Buffer Distances

Section 10-4-13B.8.c and of the City’s Unified Development Ordinance provides specific buffer information for solar farms, roadway networks, and the Fox River. The location of the proposed solar panels meets the buffer area of one thousand (1,000) feet from the nearest solar array to roadway networks and

exceeds the one thousand (1,000) foot setback from the nearest solar array to the edge of the bank of the Fox River.

PROPOSED EQUIPMENT

The proposed community solar farm will consist of 11,712 arrays. The petitioner has stated in a Response Letter, dated June 24, 2024, the total number of tracker motors is estimated between 10 to 176, depending on the final design of the system. The petitioner has stated the operations phase of the lease is for 20 years with several extensions that could extend the operations phase of the project to over 40 years.

ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

Section 10-4-13: Alternative Energy Use Standards of the City’s Unified Development Ordinance establishes zoning parameters and regulations by which solar and wind systems may be installed in the city, which were used in the review of this request. The following describes how the proposed plan meets the regulations for Solar Farm:

Minimum Lot Size

Sections 10-4-13B.1 of the Unified Development Ordinance states no solar farms shall be erected on any lot less than three (3) acres in size. In a Response Letter, June 13, 2024, the petitioner has stated the project intends to develop on approximately 23 acres of overall parcel.

Maximum Lot Coverage

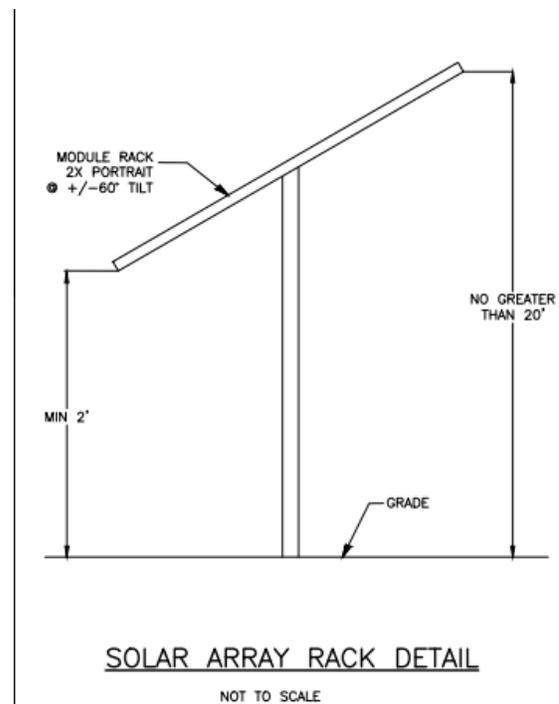
Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty (80) percent of a given parcel in this district. As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland.

Height/Clearance

The maximum structure 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 updated exhibit (Sheet C-600 D Standard Details) illustrating a maximum solar array height as approximately 20 feet at maximum tilt. Additionally, the petitioner’s exhibit (Sheet C-600 D Standard Details) indicates a minimum solar array clearance of two (2) feet.

Accessory Use

Section 10-4-13-A.2 of the City’s Unified Development Ordinance states solar and wind farms shall be an accessory to the principal permitted use of a site. Therefore, the area and scale of the solar farm must be less than the primary agricultural land 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. 23.0 acres of 73.5 acres or ~31%).



Distance from Residential Properties.

In addition to meeting the required minimum setbacks, the closest array/module of the proposed solar farm will be ~1,297.8 feet from the nearest residential parcels to the north along Galena Road.

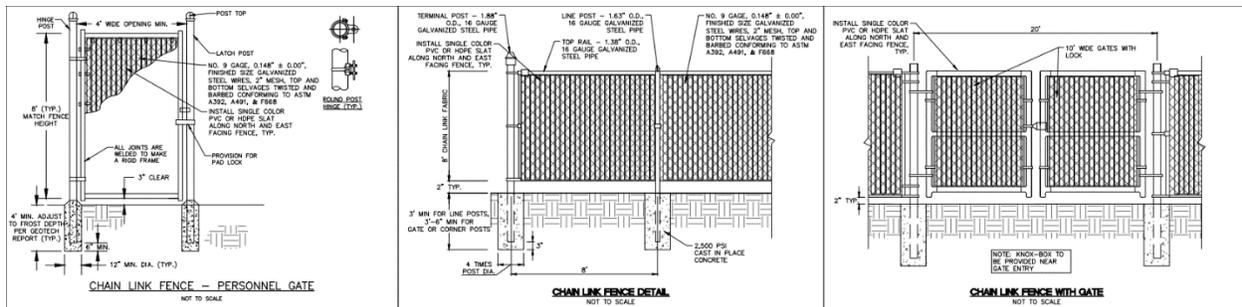
Glare

Section 10-4-13B.13 of the Unified Development Ordinance states solar panels shall be placed such that concentrated solar radiation or glare shall not be 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.

The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis. Additionally, the petitioner's exhibit (Rendering, dated June 13, 2024) displays viewshed from angles around the solar farm that illustrate how far away the panels will be from the public-right-of-way (IL Route 47 and Galena Road), as well as from the residential land uses to the north.

Fencing

The petitioner has proposed an eight (8) foot tall, galvanized chain link fence with slats to surround the ~4,600 linear foot perimeter of the solar farm with a 20-foot-wide vehicle access gate, as illustrated below. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, Fence Regulations for Solar Farms, states that systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Petitioner's exhibit (Sheet C-600 C Standard Details) indicates the Knox-Box location on the fence that has been added to the Gate Detail for the City's Building Department and Bristol Kendall Fire District (BKFD) in the event of an emergency.



Noise

Per the petitioner's project summary, the transformer is the greatest source of noise on the property. Per the petitioner's exhibit (Sheet C-300 C Site Plan Layout), the transformer is over 1,443.2 feet to the nearest residence located to the north on Galena Road.

Signage

Per Section 10-4-13B.9.a(1) and (2) of the City's Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm. Additionally, 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 be displayed. The petitioner has submitted an updated exhibit (Sheet C-600 D Standard Details) that includes the emergency contact information, the dimensions of the emergency contact sign, and the sign's location on the solar farm's fence.



Summary of Results

No glare predicted:

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

Utilities and Electric Service Provider

Per Section 10-4-13B.4 of the Unified Development Ordinance, power and communication lines running in between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground. 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. 6-8) for a wire connection near IL Route 47.

Section 10-4-13-B.4.a of the Unified Development Ordinance states that evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. The petitioner has provided a copy of an Interconnection Agreement, as prepared by ComEd dated 02/24/2022.

Access Road

The proposed site access is via a new 20-ft. wide gravel driveway proposed off Galena Road (1.380 acres). 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. Section 10-4-13-B.5 of the City's Unified Development Ordinance states off-street parking provided on site shall be paved. Staff recommends the petitioner have one paved parking pad for off-street parking.

Gravel roads are not permitted for vehicle travel. The petitioner's exhibit (C-401 Grading Plan – Access Road) provides a gravel access road pavement section for review and consideration. The petitioner is proposing an 18-inch gravel compacted subgrade, which is consistent with other approved solar developments. Staff defers to the City Public Works Director and City Engineer before final approval on the road composition.

Landscape Plan

While landscaping is not required for solar farm uses, the petitioner's landscape plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels.

The City's landscaping consultant has reviewed the proposed landscaping plan and concluded that while the mix of plantings does provide some screening, it does not meet the requirements of any transition zone described in the Unified Development Ordinance. Instead, the consultant recommends a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet. Existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. The consultant also recommends native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. Additionally, the consultant has noted the requested transition zone plantings along Eldamain Road and Route 47 are not reflected in the plans.

It is staff's recommendation to utilize a modified Type D transition zone at a minimum of the eastern border facing Route 47. The applicant has stated in a Response Letter dated August 15, 2024, the modified transition zone D has been applied along the eastern fence line. We are supportive of the petitioner's landscape buffer for the north and south due to the UDO regulation not requiring a landscape transition when agricultural land use is adjacent to residential land use. The petitioner has stated in their Response Letter that a maintenance plan will be provided with final construction drawings/permits.

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 an updated decommission plan narrative and

construction estimate of \$1,209,203.99 at year 40 with a 3% annual inflation rate. A performance guarantee in an amount of \$1,741,254 is recommended by the City Engineer.

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.

ENGINEERING COMMENTS:

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 27, 2024. **Staff recommends** the work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

POLICE COMMENTS:

Per Police Department review of the submitted plans, **staff recommends** the developer clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

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 Amendments 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.

VARIANCE STANDARDS:

Section 10-8-9-C states specific standards for variations 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. A particular hardship to the owner would result because of the physical surroundings, shape, or topographical conditions of the subject property, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
2. The conditions upon which the petition for a Variation is based are unique to the subject property and are not applicable, generally, to other properties within the same zoning district.
3. The difficulty or hardship is not created by any person presently having an interest in the property.
4. The Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
7. The proposed Variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger to the public, or substantially diminish or impair property values within the neighborhood.
8. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.

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 promote 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 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 development of the land within the 10-year timeline of the plan.

While the proposed A-1 Agricultural District is not significantly different to the large lot/low density residential envisioned for the Estate/Conservation Residential future land use designation, an amendment to the Comprehensive Plan would be required if the rezoning is approved.

STAFF RECOMMENDATIONS:

Staff recommends the following conditions to the special use:

1. Staff recommends the petitioner have one paved parking pad for off-street parking.
2. Staff 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.
3. Staff defers to the City Public Works Director and City Engineer before final approval on the road composition.
4. A performance guarantee in an amount of \$1,741,254 is recommended by the City Engineer.
5. It is staff’s recommendation to utilize a modified Type D transition zone at a minimum of the eastern border facing Route 47.
6. Compliance with work items listed in the review letters prepared by Engineering Enterprises, Inc. (EEI) dated October 19, 2023 revised July 10, 2024 and August 27, 2024.
7. Staff recommends the developer clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

PROPOSED MOTIONS:

REZONING

In consideration of testimony presented during a Public Hearing on September 11, 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-2 Single-Family Traditional Residence District to A-1 Agricultural District for the purpose of constructing a freestanding solar energy system, or solar farm, located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road, subject to {insert any additional conditions of the Planning and Zoning Commission}...

SPECIAL USE

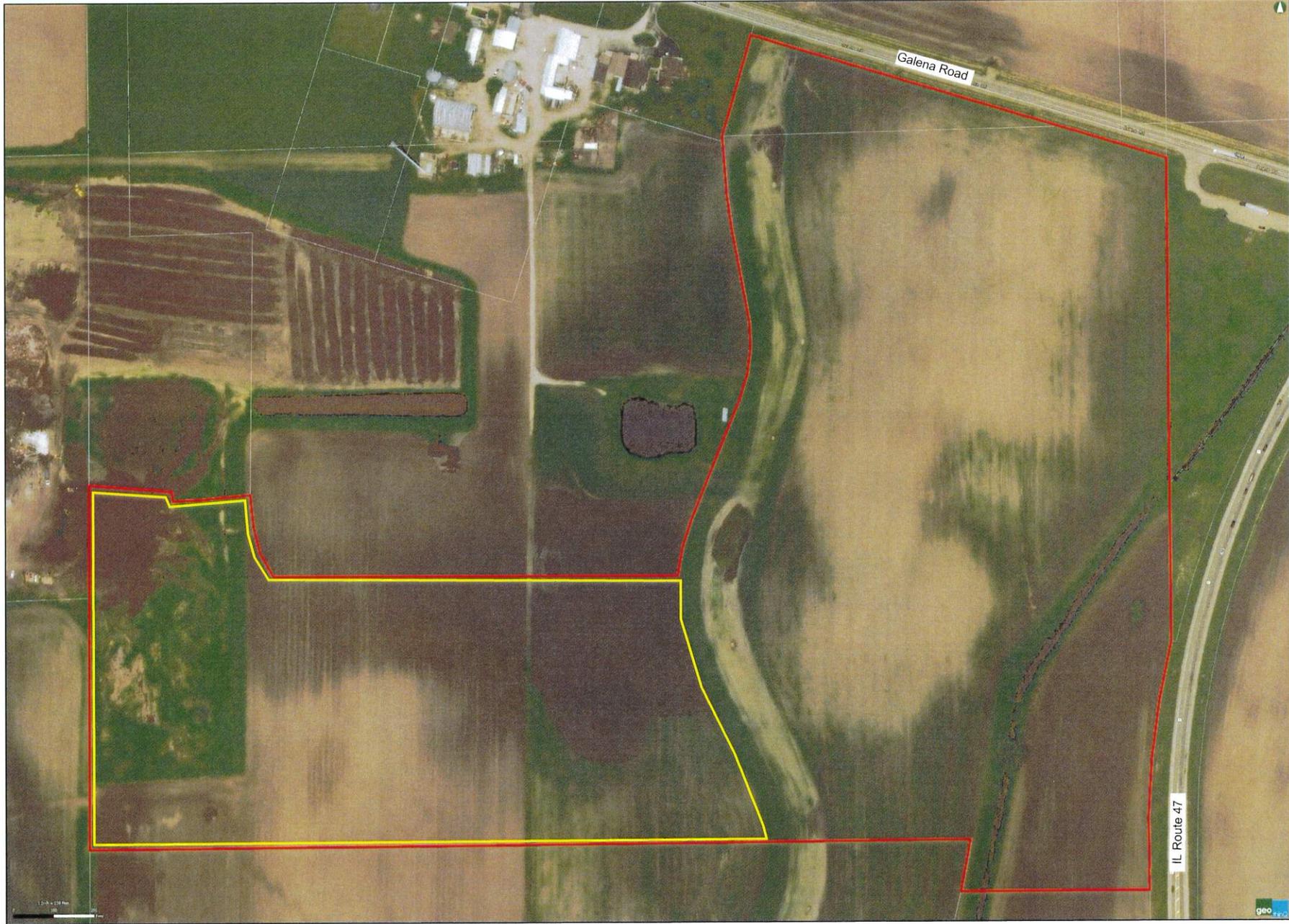
In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, as depicted in plans prepared by Atwell and submitted by Nexamp dated last revised 8/15/24 for approximately 23 acres located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road, subject to staff recommendations in a memo dated September 4, 2024 and further subject to... {insert any additional conditions of the Planning and Zoning Commission}...

VARIANCE

In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for bulk regulation variance to Section 10-4-13.B.8.b of the Unified Development Ordinance, reducing the north, west, and south property lines setback from 50 feet to 8 feet, subject to... {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

- 1) Property Aerial dated 03/13/22, as prepared by Nexamp
- 2) Legal Description dated August 15, 2022, as prepared by Atwell Group
- 3) Glare Study dated Aug. 18, 2022, prepared by Forge Solar
- 4) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
- 5) Electrical Diagram dated 01/10/2021, as submitted by Nexamp
- 6) Manufactures Cut Sheets, as submitted by Nexamp
- 7) Interconnection Agreement with ComEd
- 8) Application for Rezoning, as prepared by Yorkville Renewables, LLC
- 9) Application for Special Use, as prepared by Yorkville Renewables, LLC
- 10) List of Property Owners within 500 feet of subject parcel
- 11) Copy of Memorandum of Understanding Regarding the Repeal of the Planned Unit Development Agreement for the East Village of Westbury, as executed by Daniel A. and Charene S. Nagel.
- 12) Application for Variance, as prepared by 126612 Corneils Road Solar, LLC
- 13) Yorkville Renewables, LLC Response Letter, dated June 13, 2024
- 14) Rendering, dated June 13, 2024
- 15) Plan Council Packet (07-25-2024)
- 16) Public Hearing Notices
- 17) Response Letter to EEI, dated August 15, 2024
- 18) Final Site Plans, dated August 15, 2024
- 19) Truck Turn Analysis Construction/Delivery Traffic, dated August 15, 2024
- 20) Stormwater/Drainage Memorandum, dated August 16, 2024
- 21) Culvert Computations, dated August 16, 2024
- 22) Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar, dated August 15, 2024
- 23) EEI Comments, dated October 19, 2023
- 24) EEI Comments, dated July 10, 2024
- 25) EEI Comments, dated August 27, 2024
- 26) Conditional Use Permit Narrative, dated June 14, 2024
- 27) Kendall County Highway Department Access Approval Email, dated November 9, 2022



nexamp

Property Aerial

- Subject Property
- Proposed Solar Array Area

Galena Road

IL Route 47



3



CONSULTING. ENGINEERING. CONSTRUCTION.

AUGUST 15, 2022
ATWELL JOB NUMBER: 22001787
NEXAMP-YORKVILLE, IL LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 & DOC. NO.:
202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 55.30* FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE);

THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 9.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67

FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET)

SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DOCUMENT 202100002603 CALLS A DISTANCE OF 65.30 FEET, ERROR IN TITLE COMMITMENT PART 1 LEGAL DESCRIPTION

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 1 DEGREE MINUTES 04 SECONDS 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

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I Accept



ForgeSolar

92029 Yorkville

92029 Yorkville East

Created Aug. 18, 2022
Updated Aug. 18, 2022
Time-step 1 minute
Timezone offset UTC-6
Site ID 74269.13104

Project type Basic
Project status: active
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)



Misc. Analysis Settings

DNI: varies (1,000.0 W/m² peak)
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad

Analysis Methodologies:

- Observation point: **Version 2**
- 2-Mile Flight Path: **Version 2**
- Route: **Version 2**

Summary of Results No glare predicted!

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

Component Data

PV Array(s)

Total PV footprint area: 8.0 acres

Name: PV array 1

Footprint area: 8.0 acres

Axis tracking: Single-axis rotation

Backtracking: None

Tracking axis orientation: 180.0 deg

Tracking axis tilt: 0.0 deg

Tracking axis panel offset: 0.0 deg

Maximum tracking angle: 60.0 deg

Rated power: -

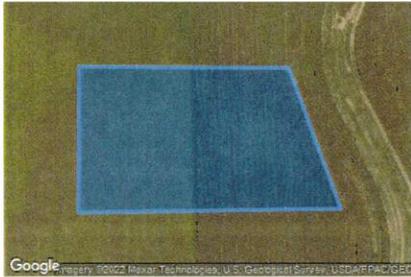
Panel material: Smooth glass with AR coating

Vary reflectivity with sun position? Yes

Correlate slope error with surface type? Yes

Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.701216	-88.455664	654.75	9.35	664.10
2	41.701248	-88.452574	647.00	9.35	656.35
3	41.702482	-88.453185	645.76	9.35	655.11
4	41.702490	-88.455653	647.32	9.35	656.67



Route Receptor(s)

Name: Surrounding Roads Car
 Route type: Two-way
 View angle: 50.0 deg



Vertex	Latitude deg	Longitude deg	Ground elevation ft	Height above ground ft	Total elevation ft
1	41.705314	-88.446445	650.45	3.00	653.45
2	41.704233	-88.447347	651.48	3.00	654.48
3	41.702382	-88.448334	651.70	3.00	654.70
4	41.691415	-88.448170	644.38	3.00	647.38
5	41.690989	-88.461502	650.04	3.00	653.04
6	41.690821	-88.462049	649.74	3.00	652.74
7	41.690244	-88.462714	644.05	3.00	647.05
8	41.690175	-88.463134	643.38	3.00	646.38
9	41.690608	-88.472532	658.09	3.00	661.09
10	41.697898	-88.472668	667.34	3.00	670.34
11	41.698107	-88.467990	667.96	3.00	670.96
12	41.709961	-88.468120	667.95	3.00	670.95
13	41.705314	-88.446445	650.45	3.00	653.45

Name: Surrounding Roads Truck
 Route type: Two-way
 View angle: 50.0 deg



Vertex	Latitude deg	Longitude deg	Ground elevation ft	Height above ground ft	Total elevation ft
1	41.705348	-88.446442	650.18	7.00	657.18
2	41.704243	-88.447365	651.85	7.00	658.85
3	41.702401	-88.448395	649.47	7.00	656.47
4	41.691423	-88.448191	644.49	7.00	651.49
5	41.690974	-88.461518	650.01	7.00	657.01
6	41.690806	-88.462076	649.44	7.00	656.44
7	41.690229	-88.462752	643.88	7.00	650.88
8	41.690173	-88.463192	643.52	7.00	650.52
9	41.690634	-88.472526	657.91	7.00	664.91
10	41.697928	-88.472683	666.85	7.00	673.85
11	41.698073	-88.467984	667.59	7.00	674.59
12	41.709970	-88.468114	667.79	7.00	674.79
13	41.705348	-88.446442	650.18	7.00	657.18

Discrete Observation Receptors

Number	Latitude deg	Longitude deg	Ground elevation ft	Height above ground ft	Total Elevation ft
OP 1	41.705837	-88.455035	661.65	6.00	667.65
OP 2	41.705973	-88.454885	661.75	20.00	681.75
OP 3	41.693255	-88.455200	646.01	6.00	652.01
OP 4	41.693087	-88.454943	646.18	20.00	666.18
OP 5	41.691221	-88.465146	646.95	6.00	652.95
OP 6	41.691044	-88.465350	648.96	20.00	668.96
OP 7	41.699352	-88.466957	667.16	6.00	673.16
OP 8	41.699312	-88.466421	667.50	20.00	687.50
OP 9	41.691921	-88.460957	644.95	6.00	650.95
OP 10	41.691929	-88.461273	647.45	20.00	667.45

Summary of PV Glare Analysis

PV configuration and total predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File
	deg	deg	min	min	kWh	
PV array 1	SA tracking	SA tracking	0	0	-	

PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
Route: Surrounding Roads Car	0	0
Route: Surrounding Roads Truck	0	0

No glare found

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions
- Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values and results may vary.
- 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.
- 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.
- 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.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.

ForgeSolar Cookie Policy

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I Accept



ForgeSolar

92029 Yorkville

92029 Yorkville West

Created Aug. 18, 2022
Updated Aug. 18, 2022
Time-step 1 minute
Timezone offset UTC-6
Site ID 74267.13104

Project type Basic
Project status: active
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)



Misc. Analysis Settings

DNI: varies (1,000.0 W/m² peak)
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad

Analysis Methodologies:

- Observation point: **Version 2**
- 2-Mile Flight Path: **Version 2**
- Route: **Version 2**

Summary of Results No glare predicted!

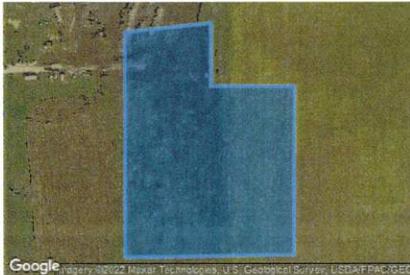
PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

Component Data

PV Array(s)

Total PV footprint area: 8.0 acres

Name: PV array 1						
Footprint area: 8.0 acres						
Axis tracking: Single-axis rotation						
Backtracking: None						
Tracking axis orientation: 180.0 deg						
Tracking axis tilt: 0.0 deg						
Tracking axis panel offset: 0.0 deg						
Maximum tracking angle: 60.0 deg						
Rated power: -						
Panel material: Smooth glass with AR coating						
Vary reflectivity with sun position? Yes						
Correlate slope error with surface type? Yes						
Slope error: 8.43 mrad						
	Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
		deg	deg	ft	ft	ft
	1	41.703122	-88.458089	657.73	9.35	667.08
	2	41.701152	-88.458089	658.99	9.35	668.34
	3	41.701176	-88.456093	655.69	9.35	665.04
	4	41.702650	-88.456082	647.02	9.35	656.37
	5	41.702650	-88.457069	659.98	9.35	669.33
	6	41.703202	-88.457069	657.07	9.35	666.42



Route Receptor(s)

Name: Surrounding Roads Car

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.705314	-88.446445	650.45	3.00	653.45
2	41.704233	-88.447347	651.48	3.00	654.48
3	41.702382	-88.448334	651.70	3.00	654.70
4	41.691415	-88.448170	644.38	3.00	647.38
5	41.690989	-88.461502	650.04	3.00	653.04
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11	41.698107	-88.467990	667.96	3.00	670.96
12	41.709961	-88.468120	667.95	3.00	670.95
13	41.705314	-88.446445	650.45	3.00	653.45

Name: Surrounding Roads Truck

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.705348	-88.446442	650.18	7.00	657.18
2	41.704243	-88.447365	651.85	7.00	658.85
3	41.702401	-88.448395	649.47	7.00	656.47
4	41.691423	-88.448191	644.49	7.00	651.49
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	deg	deg	ft	ft	ft
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	deg	deg	min	min	kWh	
PV array 1	SA tracking	SA tracking	0	0	-	

PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
Route: Surrounding Roads Car	0	0
Route: Surrounding Roads Truck	0	0

No glare found

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
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- Detailed system geometry is not rigorously simulated.
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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 aquifer. 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.

Pollinator Habitat & Solar Arrays
A winning combination

Native grasses and wildflowers provide many benefits:

- Increases pollination to nearby crops
- Healthy foraging habitat for bees, butterflies
- Superior on-site water management
- Reduces soil erosion
- Less maintenance, less mowing
- Builds healthy topsoil for future land uses
- Greater resistance to weeds
- Increases soil organic matter

The infographic illustrates various native plants and their root systems. The plants shown include: Little Blue Stem (*Andropogon scoparius*), Purple Prairie Clover (*Parthenocissis purpurea*), Cynodon Dactylon (*Cynodon dactylon*), Blue Grass (*Panicum sp.*), Little Blue Stem (*Andropogon scoparius*), Red Top (*Lycopodium obscurum*), False Purple (*Stachys sp.*), and False Blue Stem (*Andropogon scoparius*). The roots are shown extending deep into the soil, illustrating their ability to manage water and stabilize the ground.

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 Maturation 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:

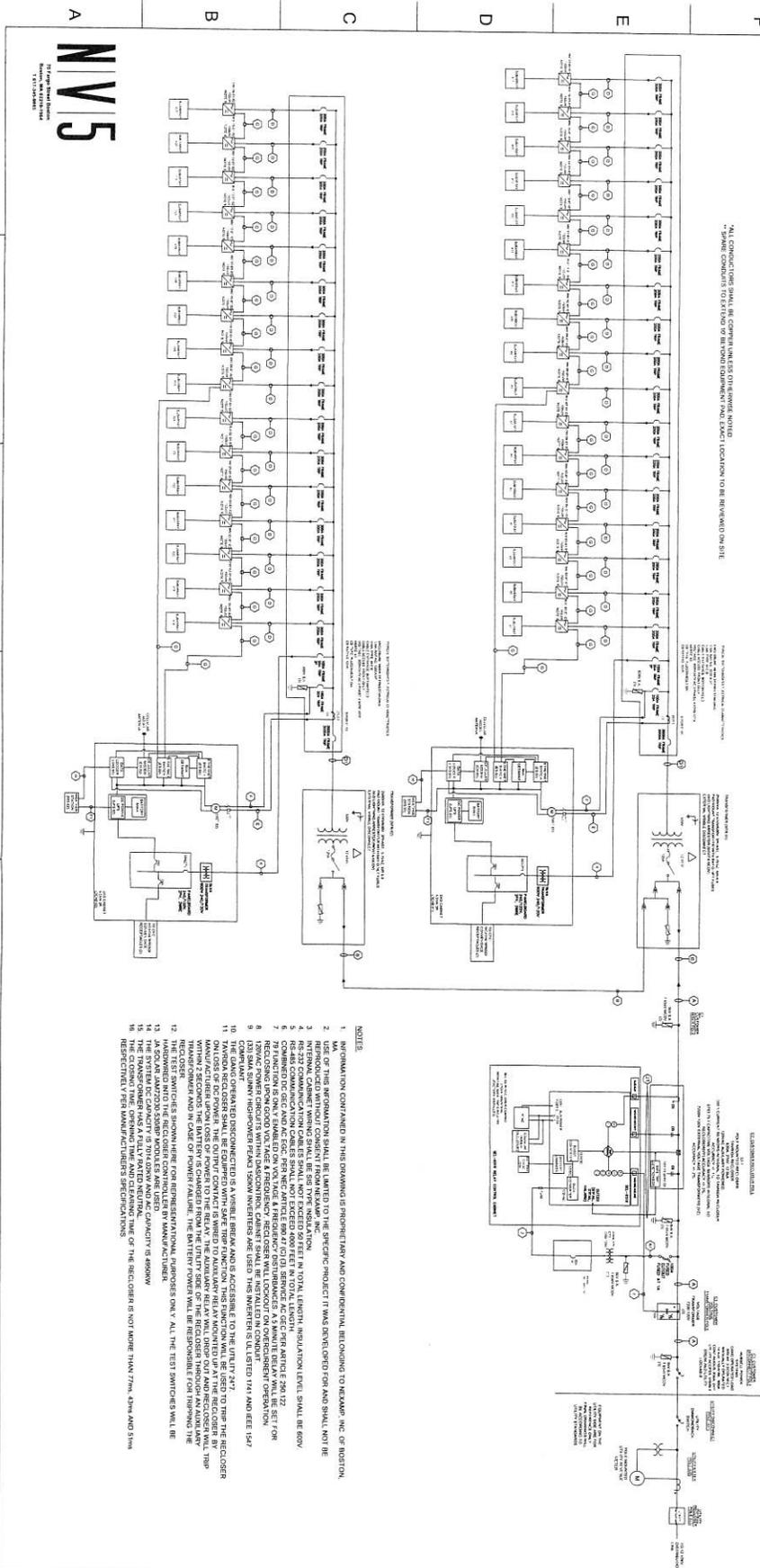
- Establishing a successful native landscape is important but the vegetation also needs to be managed so that the array can function to its full capacity. It is likely, that as the potential vegetation management contractor, we would be responsible for general "weed" control throughout the project site. 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.



CIRCUIT ID	VOLTAGE	CONDUCTOR QUANTITY, SIZE AND MATERIAL	WIRE TYPE	QUANTITY OF CONDUITS	SIZE OF CONDUIT	NOTES
A	120V	(1) #10 AWG AL, (1) #10 AWG AL, N	CONCRETE	-	-	
B	120V	(1) #10 AWG	CONCRETE	-	-	
C	120V	(1) #10 AWG AL, UNBLENDED CONCENTRIC NEUTRAL	ASBESTOS	-	-	
D	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
E	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
F	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
G	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
H	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
I	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
J	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	
K	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	-	-	

PROTECTIVE FUNCTION	SET POINT	FREQUENCY	TOTAL CLEARING TIME (SEC)
27 - FAST UNDERVOLTAGE	300VDC	-	400 (1.1)
27 - UNDERVOLTAGE	400VDC	-	400 (1.1)
27 - FAST OVERVOLTAGE	500VDC	-	400 (1.1)
27 - OVERVOLTAGE	700VDC	-	400 (1.1)
47 - UNDERCURRENT	40A	60.0	3000 (30)
47 - UNDERCURRENT	40A	60.0	3000 (30)
47 - OVERCURRENT	41.2	61.2	3000 (30)
47 - OVERCURRENT	42.0	62.0	3000 (30)

RELAY	TYPE	VOLTAGE SETTING	CURRENT SETTING	TIME COORDINATE	CONTACT
27P1 - FAST UNDERVOLTAGE	X	300VDC	80 (1.1)	-	NO
27P2 - UNDERVOLTAGE	X	400VDC	80 (1.1)	-	NO
27P3 - FAST OVERVOLTAGE	X	500VDC	80 (1.1)	-	NO
27P4 - OVERVOLTAGE	X	700VDC	80 (1.1)	-	NO
47P1 - UNDERCURRENT	X	40A	60.0	-	NO
47P2 - UNDERCURRENT	X	40A	60.0	-	NO
47P3 - OVERCURRENT	X	41.2	61.2	-	NO
47P4 - OVERCURRENT	X	42.0	62.0	-	NO
51 - PHASE OVERCURRENT	X	114.0 (3.0)	1.00 (1.0)	0.10 (1.0)	NO
51 - GROUND OVERCURRENT	X	4.0 (1.0)	1.00 (1.0)	0.10 (1.0)	NO
59 - RECLOSER	X	4.0 (1.0)	1.00 (1.0)	0.10 (1.0)	NO



Project: **92029 Yorkville Solar**

Galena Road
Yorkville, IL 60512
(41.7011, -88.4579)

Rev: **A**

Issued For: **Interconnection Application**

Date Issued: **01/10/2021**

101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

AC Electrical Diagram
XFR.01 & XFR.02

Drawn by: RAllega Scale: N.T.S. Approved by: CFlowers

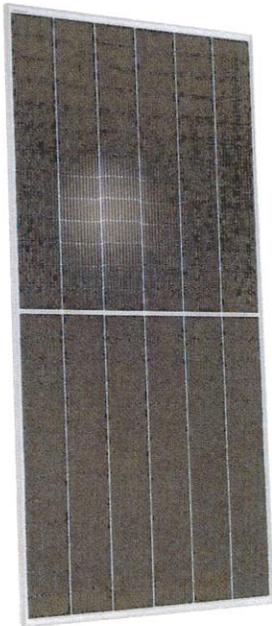
powered by

Q.ANTUM DUO Z



Q.PEAK DUO XL-G11.3 / BFG 570-585

**BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD**



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 Technology¹, 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 warranty².

¹ APT test conditions according to IEC / TS 62804-1:2015 method B (-1500 V, 168h) 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:



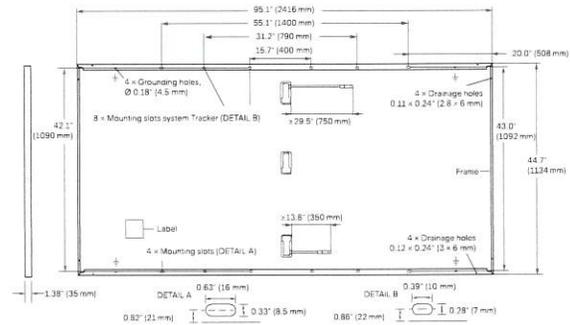
Ground-mounted solar power plants

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
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction 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 mm ² Solar cable; (+) ≥ 29.5 in (750 mm), (-) ≥ 13.8 in (350 mm)
Connector	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)											
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

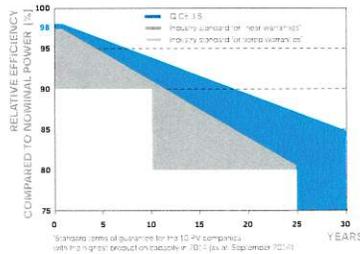
¹ Measurement tolerances P_{MPP} ± 3%, I_{SC} , V_{OC} ± 5% at STC: 1000 W/m²; *at BSTC: 1000 W/m² + ϕ × 135 W/m², ϕ = 70% ± 5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

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

² 800 W/m², NMOT, spectrum AM 1.5

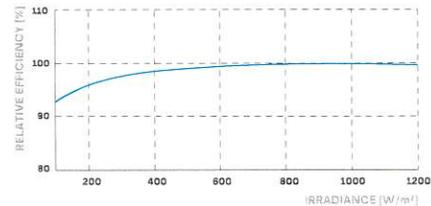
Q CELLS PERFORMANCE WARRANTY



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	[ADC]	25	Fire Rating based on ANSI/UL 61730	TYPE 29 ⁴
Max. Design Load, Push/Pull ¹	[lbs/ft ²]	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 ²	[lbs/ft ²]	113 (5400 Pa) / 50 (2400 Pa)		

¹ 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

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 cover ratio (GCR) from 30 to 60 percent, 10 degree N/S slope tolerance, and maximized 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 posts than 1P 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 6% in total energy output.

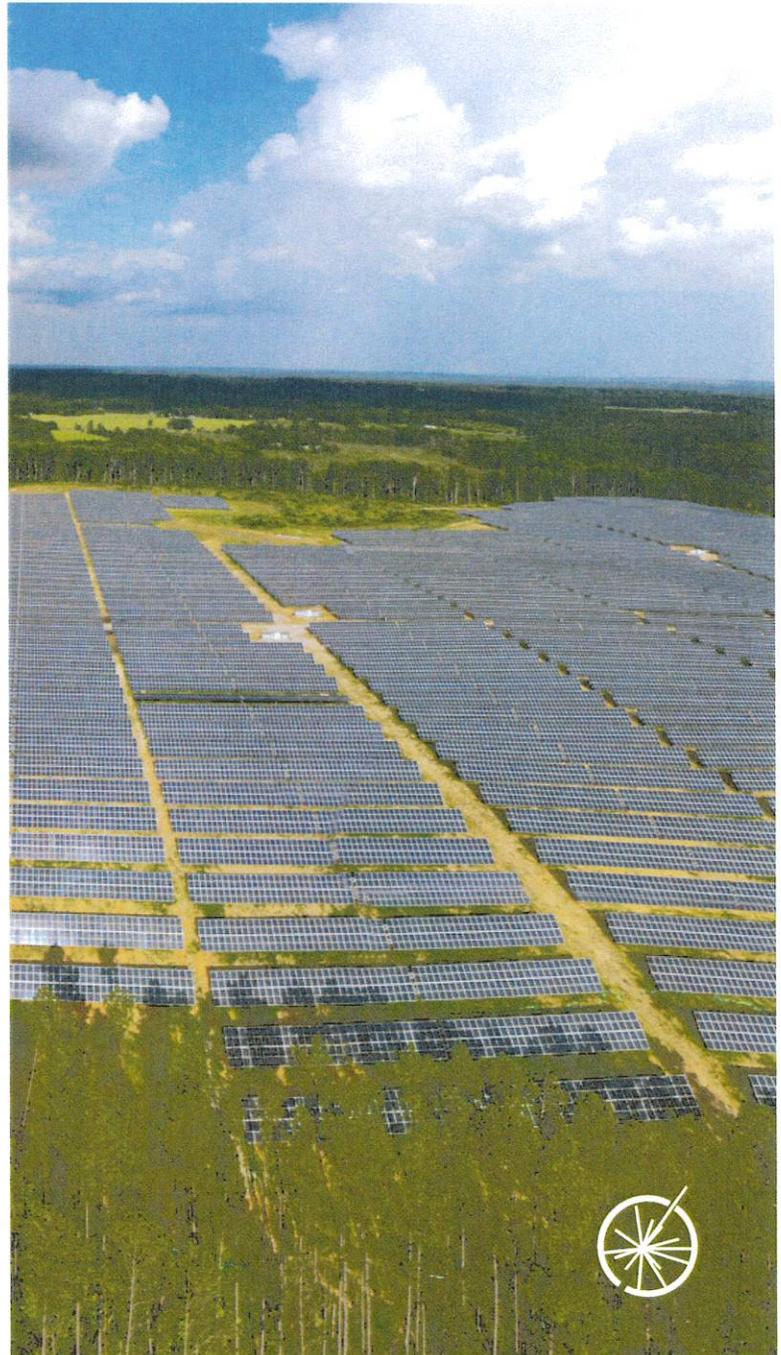
- ◆ Optimal energy yield for any project



Designed for Reliability

Our self-powered drive system requires no auxiliary power or communications systems, while providing data, communication, and power redundancy. OverTheAir software updates enable seamless upgrades.

- ◆ Minimal maintenance requirements over service life



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	Opsf - 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.



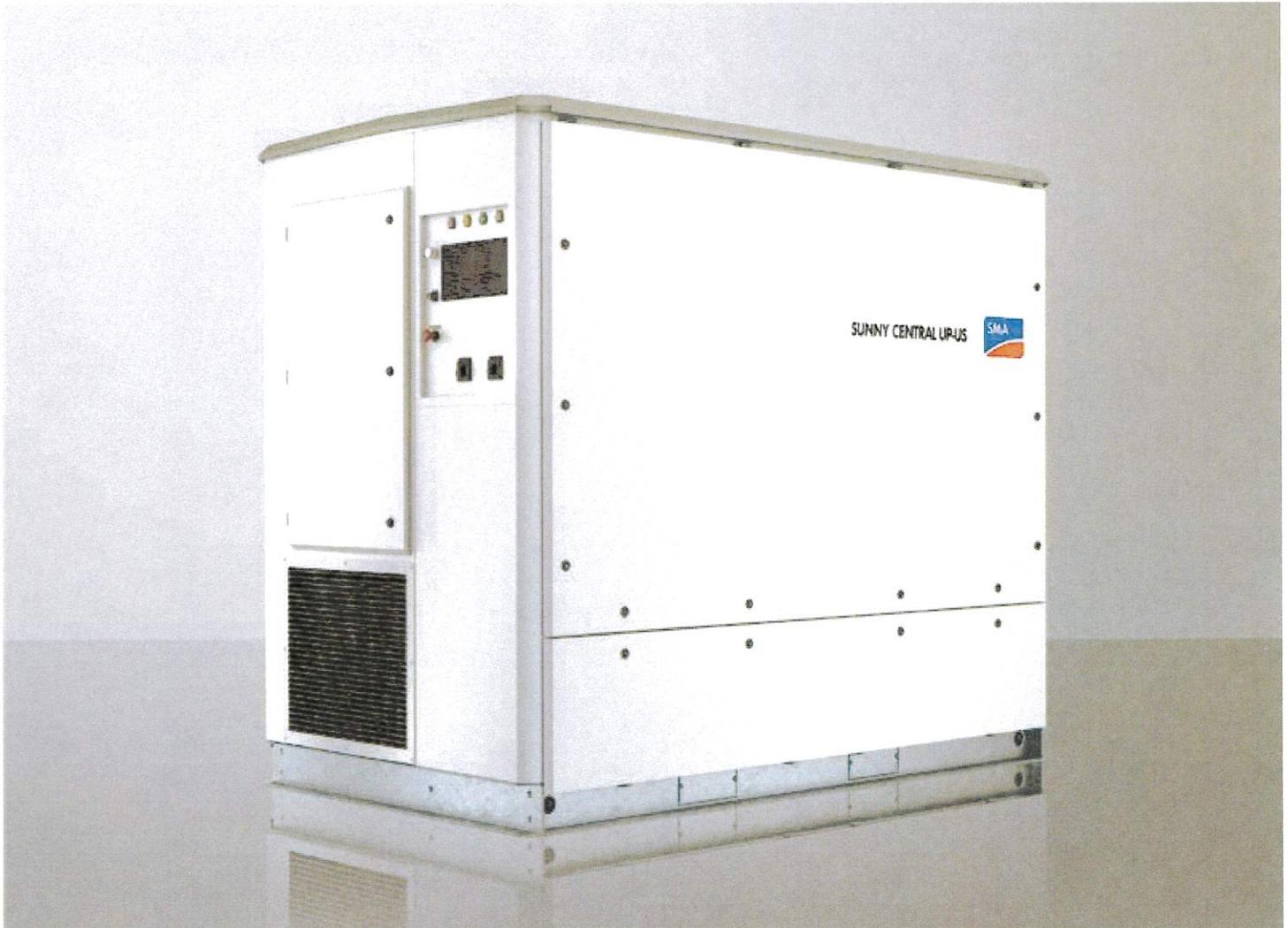
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SUNNY CENTRAL

2660 UP-US / 2800 UP-US / 2930 UP-US / 3060 UP-US



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 25 °C

Robust

- Intelligent air cooling system OptiCool for efficient cooling
- Suitable for outdoor use in all climatic ambient conditions worldwide

Flexible

- Conforms to all known grid requirements worldwide
- Q on demand
- Available as a single device or turnkey solution, including Medium Voltage Power Station

Easy to Use

- Improved DC connection area
- Connection area for customer equipment
- Integrated voltage support for internal and external loads

SUNNY CENTRAL

2660 UP-US / 2800 UP-US / 2930 UP-US / 3060 UP-US

The new Sunny Central: more power per cubic meter

With an output of up to 3060 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 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 2660 UP-US / 2800 UP-US

Technical data*

Input (DC)

MPP voltage range V_{DC} (at 25 °C / at 50 °C)

Min. input voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$

Max. input voltage $V_{DC, max}$

Max. input current $I_{DC, max}$

Max. short-circuit current $I_{DC, sc}$

Number of DC inputs

Number of DC inputs with optional DC coupling of battery

Max. number of DC cables per DC input (for each polarity)

Integrated zone monitoring

Available DC fuse sizes (per input)

Output (AC)

Nominal AC power at $\cos \varphi = 1$ (at 25 °C / at 50 °C)

Nominal AC power at $\cos \varphi = 0.8$ (at 25 °C / at 50 °C)

Nominal AC current $I_{AC, nom}$ (at 25 °C / at 50 °C)

Max. total harmonic distortion

Nominal AC voltage / nominal AC voltage range^{1) 8)}

AC power frequency / range

Min. short-circuit ratio at the AC terminals⁹⁾

Power factor at rated power / displacement power factor adjustable^{8) 10)}

Efficiency

Max. efficiency²⁾ / European efficiency²⁾ / CEC efficiency³⁾

Protective Devices

Input-side disconnection point

Output-side disconnection point

DC overvoltage protection

AC overvoltage protection (optional)

Lightning protection (according to IEC 62305-1)

Ground-fault monitoring / remote ground-fault monitoring

Insulation monitoring

Degree of protection

General Data

Dimensions (W / H / D)

Weight

Self-consumption (max.⁴⁾ / partial load⁵⁾ / average⁶⁾

Self-consumption (standby)

Internal auxiliary power supply

Operating temperature range⁸⁾

Noise emission⁷⁾

Temperature range (standby)

Temperature range (storage)

Max. permissible value for relative humidity (condensing / non-condensing)

Maximum operating altitude above MSL⁸⁾ 1000 m / 2000 m

Fresh air consumption

Features

DC connection

AC connection

Communication

Communication with SMA string monitor (transmission medium)

Enclosure / roof color

Supply transformer for external loads

Standards and directives complied with

EMC standards

Quality standards and directives complied with

● Standard features ○ Optional * preliminary

SC 2660 UP-US

SC 2800 UP-US

880 to 1325 V / 1100 V

921 to 1325 V / 1100 V

849 V / 1030 V

891 V / 1071 V

1500 V

1500 V

4750 A

4750 A

6400 A

6400 A

24 double pole fused (32 single pole fused)

18 double pole fused (36 single pole fused) for PV, 6 double pole fused for batteries

2 x 800 kcmil, 2 x 400 mm²

○

200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A

2660 kVA / 2260 kVA

2800 kVA / 2380 kVA

2128 kW / 1808 kW

2240 kW / 1904 kW

2560 A / 2176 A

2566 A / 2181 A

< 3% at nominal power

< 3% at nominal power

600 V / 480 V to 720 V

630 V / 504 V to 756 V

50 Hz / 47 Hz to 53 Hz

60 Hz / 57 Hz to 63 Hz

> 2

1 / 0.8 overexcited to 0.8 underexcited

98.7%* / 98.6%* / 98.5%*

98.7%* / 98.6%* / 98.5%*

DC load break switch

AC circuit breaker

Surge arrester, type I

Surge arrester, class I

Lightning Protection Level III

○ / ○

○

NEMA 3R

2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)

< 4000 kg / < 8818.5 lb

< 8100 W / < 1800 W / < 2000 W

< 370 W

○ Integrated 8.4 kVA transformer

-25 °C to 60 °C / -13 °F to 140 °F

67.0 dB(A)*

-40 °C to 60 °C / -40 °F to 140 °F

-40 °C to 70 °C / -40 °F to 158 °F

95% to 100% (2 month/year) / 0% to 95%

● / ○ (earlier temperature-dependent derating)

6500 m³/h

Terminal lug on each input (without fuse)

With busbar system (three busbars, one per line conductor)

Ethernet, Modbus Master, Modbus Slave

Modbus TCP / Ethernet (FO MM, Cat-5)

RAL 9016 / RAL 7004

○ (2.5 kVA)

UL 62109-1, UL 1741 (Chapter 31, CDR 6I), UL 1741-SA, UL 1998,

IEEE 1547, MIL-STD-810G

FCC Part 15 Class A

VDI/VDE 2862 page 2, DIN EN ISO 9001

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% P_n at 25 °C

6) Self-consumption averaged out from 5% to 100% P_n 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

SUNNY CENTRAL 2930 UP-US / 3060 UP-US

Technical data*

Input (DC)

MPP voltage range V_{DC} (at 25 °C / at 50 °C)

Min. input voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$

Max. input voltage $V_{DC, max}$

Max. input current $I_{DC, max}$

Max. short-circuit current $I_{DC, sc}$

Number of DC inputs

Number of DC inputs with optional DC coupling of battery

Max. number of DC cables per DC input (for each polarity)

Integrated zone monitoring

Available DC fuse sizes (per input)

Output (AC)

Nominal AC power at $\cos \phi = 1$ (at 25 °C / at 50 °C)

Nominal AC power at $\cos \phi = 0.8$ (at 25 °C / at 50 °C)

Nominal AC current $I_{AC, nom}$ (at 25 °C / at 50 °C)

Max. total harmonic distortion

Nominal AC voltage / nominal AC voltage range^{1) 8)}

AC power frequency / range

Min. short-circuit ratio at the AC terminals⁹⁾

Power factor at rated power / displacement power factor adjustable^{8) 10)}

Efficiency

Max. efficiency²⁾ / European efficiency²⁾ / CEC efficiency³⁾

Protective Devices

Input-side disconnection point

Output-side disconnection point

DC overvoltage protection

AC overvoltage protection (optional)

Lightning protection (according to IEC 62305-1)

Ground-fault monitoring / remote ground-fault monitoring

Insulation monitoring

Degree of protection

General Data

Dimensions (W / H / D)

Weight

Self-consumption (max.⁴⁾ / partial load⁵⁾ / average⁶⁾

Self-consumption (standby)

Internal auxiliary power supply

Operating temperature range⁸⁾

Noise emission⁷⁾

Temperature range (standby)

Temperature range (storage)

Max. permissible value for relative humidity (condensing / non-condensing)

Maximum operating altitude above MSL⁸⁾ 1000 m / 2000 m

Fresh air consumption

Features

DC connection

AC connection

Communication

Communication with SMA string monitor (transmission medium)

Enclosure / roof color

Supply transformer for external loads

Standards and directives complied with

EMC standards

Quality standards and directives complied with

● Standard features ○ Optional * preliminary

SC 2930 UP-US

SC 3060 UP-US

MPP voltage range V_{DC} (at 25 °C / at 50 °C)	962 to 1325 V / 1100 V	1003 to 1325 V / 1100 V
Min. input voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	934 V / 1112 V	976 V / 1153 V
Max. input voltage $V_{DC, max}$	1500 V	1500 V
Max. input current $I_{DC, max}$	4750 A	4750 A
Max. short-circuit current $I_{DC, sc}$	6400 A	6400 A
Number of DC inputs	24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC coupling of battery	18 double pole fused (36 single pole fused) for PV, 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm ²	
Integrated zone monitoring	○	
Available DC fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Nominal AC power at $\cos \phi = 1$ (at 25 °C / at 50 °C)	2930 kVA / 2490 kVA	3060 kVA / 2600 kVA
Nominal AC power at $\cos \phi = 0.8$ (at 25 °C / at 50 °C)	2344 kW / 1992 kW	2448 kW / 2080 kW
Nominal AC current $I_{AC, nom}$ (at 25 °C / at 50 °C)	2563 A / 2179 A	2560 A / 2176 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 > 2	
Min. short-circuit ratio at the AC terminals ⁹⁾	1 / 0.8 overexcited to 0.8 underexcited	
Power factor at rated power / displacement power factor adjustable ^{8) 10)}	1 / 0.8 overexcited to 0.8 underexcited	
Max. efficiency ²⁾ / European efficiency ²⁾ / CEC efficiency ³⁾	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Input-side disconnection point		DC load break switch
Output-side disconnection point		AC circuit breaker
DC overvoltage protection		Surge arrester, type I
AC overvoltage protection (optional)		Surge arrester, class I
Lightning protection (according to IEC 62305-1)		Lightning Protection Level III
Ground-fault monitoring / remote ground-fault monitoring		○ / ○
Insulation monitoring		○
Degree of protection		NEMA 3R
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 4000 kg / < 8818.5 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	○ 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	● / ○ (earlier temperature-dependent derating)	
Fresh air consumption	6500 m ³ /h	
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
Communication with SMA string monitor (transmission medium)		Modbus TCP / Ethernet (FO MM, Cat-5)
Enclosure / roof color		RAL 9016 / RAL 7004
Supply transformer for external loads		○ (2.5 kVA)
Standards and directives complied with	UL 62109-1, UL 1741 (Chapter 31, CDR 61), UL 1741-SA, UL 1998 IEEE 1547, MIL-STD-810G	
EMC standards	FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	

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% P_n at 25 °C

6) Self-consumption averaged out from 5% to 100% P_n at 25 °C

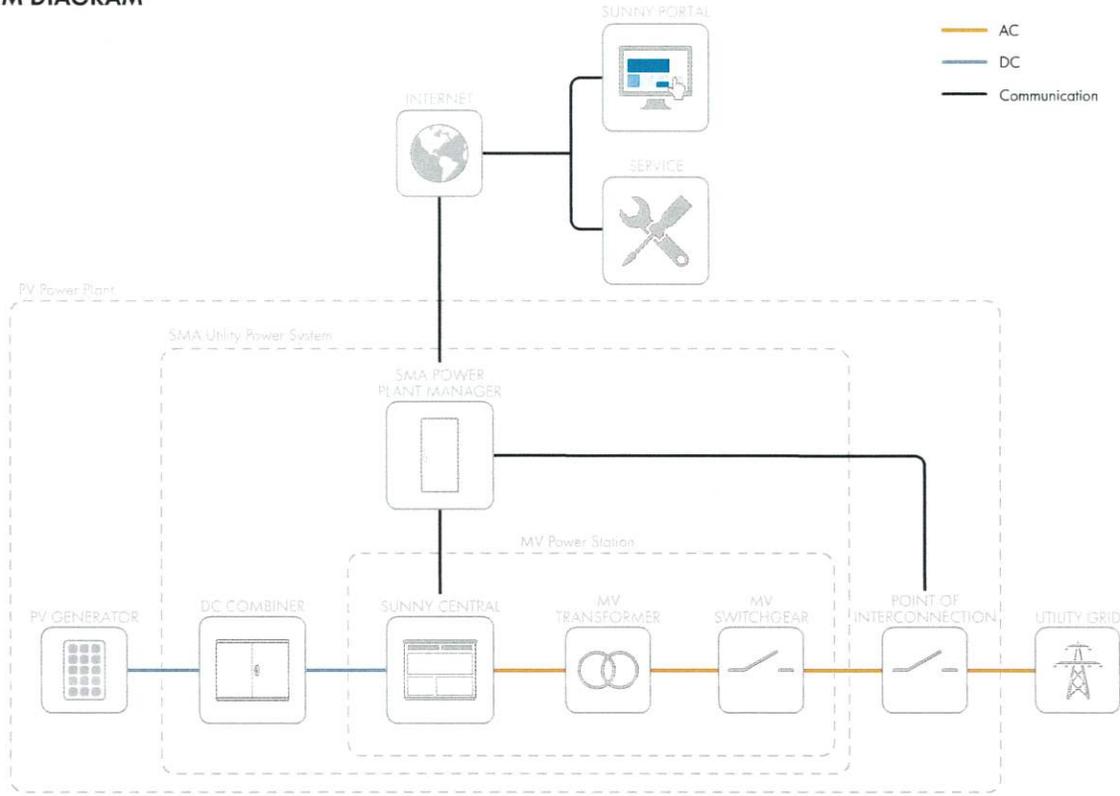
7) Sound pressure level at a distance of 10 m

8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.

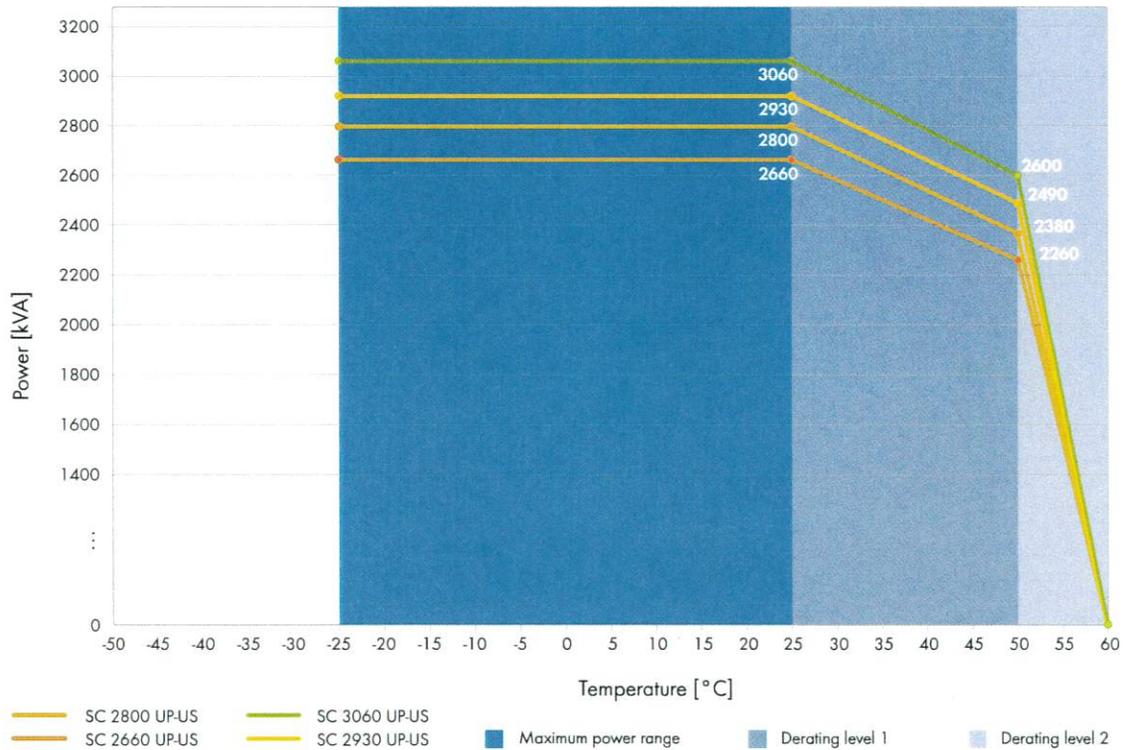
9) A short-circuit ratio of < 2 requires a special approval from SMA

10) Depending on the DC voltage

SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR (at 1000 m)



SC 2800/2930/3060 UP-US: All products must be used in accordance with the applicable standards and specifications. Changes in design, materials, or manufacturing processes may affect the performance of the products. For more information, please contact your local SMA representative.

**STANDARD AGREEMENT FOR INTERCONNECTION
OF DISTRIBUTED GENERATION 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 generation facility or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on 2/24/2022; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

Whereas, interconnection customer desires to interconnect the distributed generation 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 distributed generation 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 Generation Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation 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 distributed generation 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 distributed generation 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 distributed generation 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 distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a distributed generation facility smaller than 1 MVA shall design their distributed generation 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 distributed generation facility.
- 1.9.3 If the interconnection customer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, 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 distributed generation 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 distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the EDC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation 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 distributed generation facility.

Article 2. Inspection, Testing, Authorization, and Right of Access**2.1 Equipment Testing and Inspection**

The interconnection customer shall test and inspect its distributed generation 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 distributed generation 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 distributed generation 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 distributed generation 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 interconnection customer has 30 business days 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 distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the distributed generation 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.

2.1.3 After the distributed generation 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.

2.2 Commercial Operation

The interconnection customer shall not operate the distributed generation 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 distributed generation 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 distributed generation 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 distributed generation facility, or if the interconnection customer fails to operate the distributed generation facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the distributed generation 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 distributed generation 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 distributed generation facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the distributed generation 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 distributed generation 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 distributed generation facility and temporarily disconnect the distributed generation facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. To the extent possible, the EDC shall provide the interconnection customer with notice five business days before an interruption. 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 distributed generation facility, if the EDC determines that operation of the distributed generation 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 distributed generation 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 distributed generation facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the distributed generation 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 distributed generation 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 is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the distributed generation 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 distributed generation 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 2 review 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 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 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.
- 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
At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the EDC's interconnection facilities and distribution upgrades, 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.

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 distributed generation 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 distributed generation 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 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 ten 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.
- 8.4 After the first meeting, each Party may seek resolution through complaint or mediation procedures available at the Commission. The Commission may designate an engineer from the Commission's Energy Division to assist in resolving the dispute. Dispute resolution shall be conducted in a manner designed to minimize costs and delay. Dispute resolution may be conducted by phone.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.6 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 distributed generation 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: Yorkville Solar C/o [REDACTED]

Address: 101 Summer St., 2nd Fl

City: Boston State: Massachusetts Zip: 02110

Phone: [REDACTED] Fax: _____ E-Mail: [REDACTED]

If to EDC:

EDC: Commonwealth Edison Company

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone: [REDACTED] E-Mail: [REDACTED]

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 St., 2nd Fl

City: Boston State: Massachusetts Zip: 02110

Phone [REDACTED] Fax _____ Email [REDACTED]

If to EDC:

EDC: Commonwealth Edison
 Attention: DER Interconnection
 Address: 2 Lincoln Center
 City: Oakbrook Terrace State: IL Zip: 60181

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:

Attention: [REDACTED]
 Address: 101 Summer Street, 2nd Floor
 City: Boston State: MA Zip: 02110
 Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

EDC's Operating Representative:

Commonwealth Edison Company
 Attention: Customer Operations
 Address: ComEd - 2 Lincoln Center – Call Center
 City: Oakbrook State: IL Zip: 60181
 Phone: [REDACTED]

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: 92029 Yorkville Solar

For the Interconnection Customer:

Name: [REDACTED] _____
Title: [REDACTED] _____
Date: [REDACTED] _____

For EDC:

Name: [REDACTED] _____
Title: [REDACTED] _____
Date: [REDACTED] _____

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 distributed generation 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 IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed generation facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation 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 distributed generation 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."

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the distributed generation facility to the EDC's electric distribution system and the ongoing operation of the distributed generation 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 distributed generation 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 distributed generation facility. Collectively, interconnection facilities include all facilities, and equipment between the distributed generation facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the distributed generation 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 distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation 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.

Illinois standard distributed generation interconnection rules – The most current version of the procedures for interconnecting distributed generation facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466.

Parallel operation or Parallel – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the distributed generation 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.

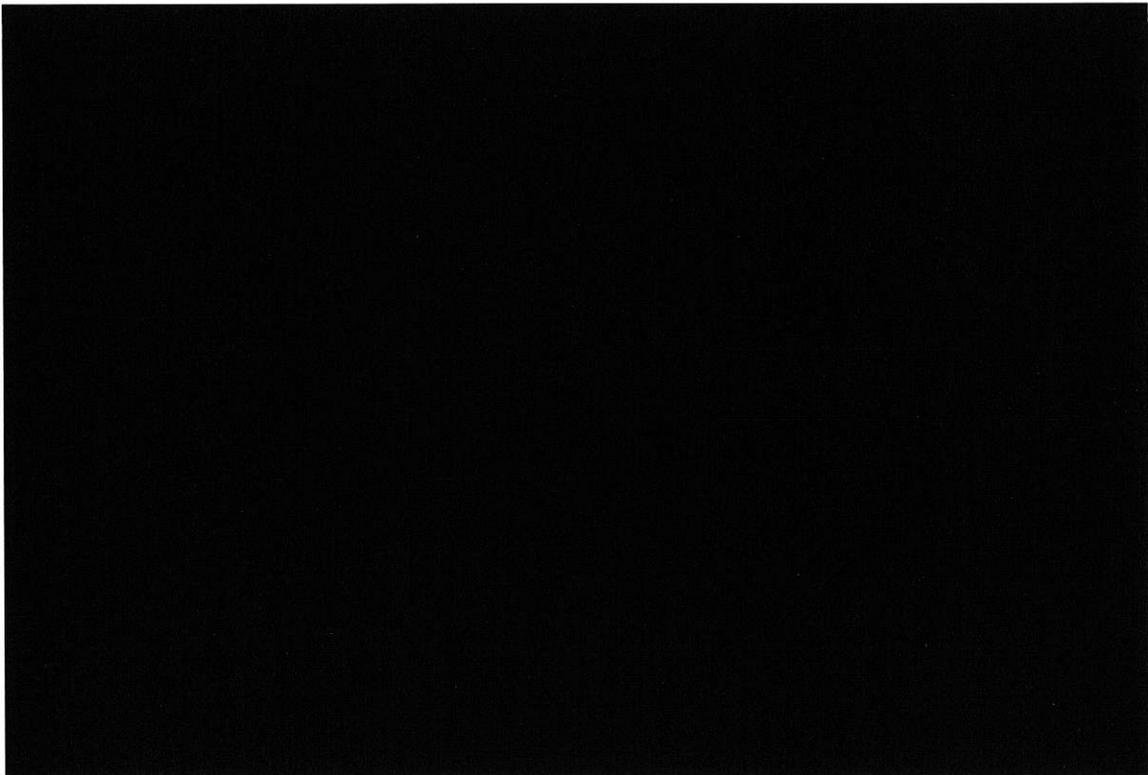
Attachment 2

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 distributed generation facility.

The proposed construction schedule for the distributed generation facility is identified in Attachment 3, Schedule for Customer Work.
2. A one-line diagram indicating the distributed generation 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.

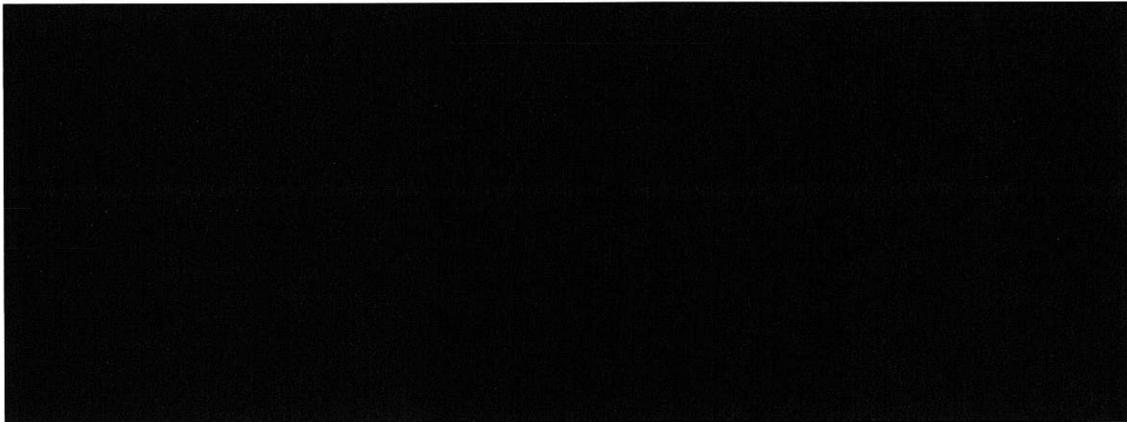


Attachment 3

Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities

This attachment is to be completed by the EDC and shall include the following:

- 1. Facilities Address/ Location: Galena Road, Yorkville, Illinois 60512
- 2. Capacity: 4950 kW
- 3. Required interconnection facilities, including any required metering*.



- 4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below*.

Cost Summary	
Labor	[REDACTED]
Indirects	[REDACTED]
AIA	[REDACTED]
Tax Gross Up	[REDACTED]
Estimated Grand Total*	[REDACTED]

**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.*

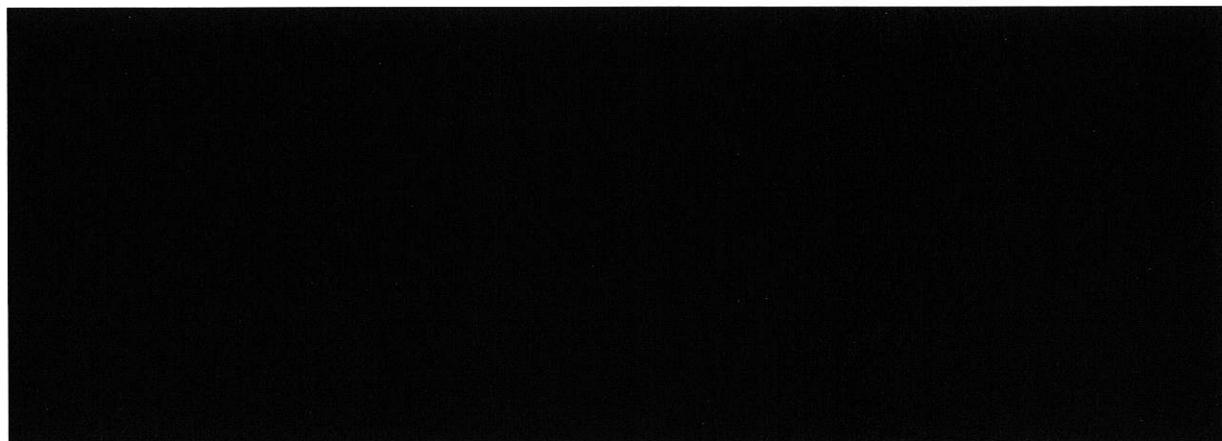
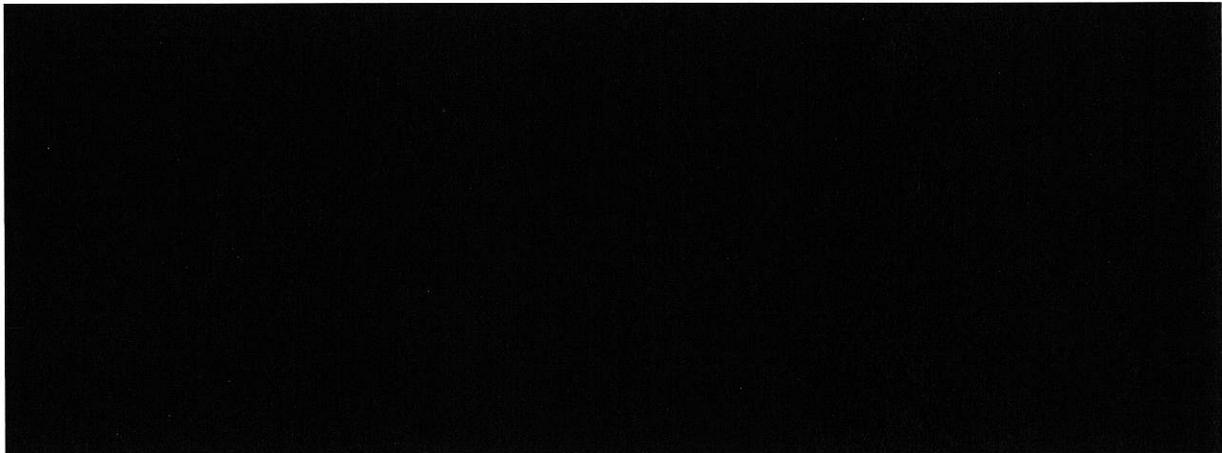
5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Schedule for EDC Work:

Project Authorization:	Day 1 – The latter of execution of this agreement and receipt by the EDC of the security deposit set forth in Attachment 3.
Project Design	Day 20-254
Material Procurement:	Day 196-318
Construction – Feeder Tie-In:	Day 319-333
Constructions – Substations Modifications:	Day 334-341
Acceptance Testing:	Day 342-344

**Schedule reflects calendar days*

Schedule for Customer Work per Attachment 2, Step 1:



Attachment 4

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this distributed generation 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:

1. All transformers require a high side protective operating device to operate under fault conditions.
2. Customer owned interconnection transformers are required to have a delta high side winding (utility connected side).
3. ComEd personnel will be required to perform testing and/or witness testing of all equipment being installed or modified by this project. Customer must retain qualified 3rd party testing agent to perform any ComEd required witness testing of customer owned equipment with verification by ComEd testing engineer.
4. Customer will be responsible to complete all subgrade and civil work on their property, if required for the interconnection facilities.
5. 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.

<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 distributed generation 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 generation 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 If project authorization has not been granted by the Interconnection Customer per Attachment 3, Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities within one (1) year after the execution of this agreement, this agreement will no longer be effective.
- 1.10 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 25%, the EDC will provide a written explanation for the difference.”



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800 Game Farm Road
Yorkville, Illinois, 60560
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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.



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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

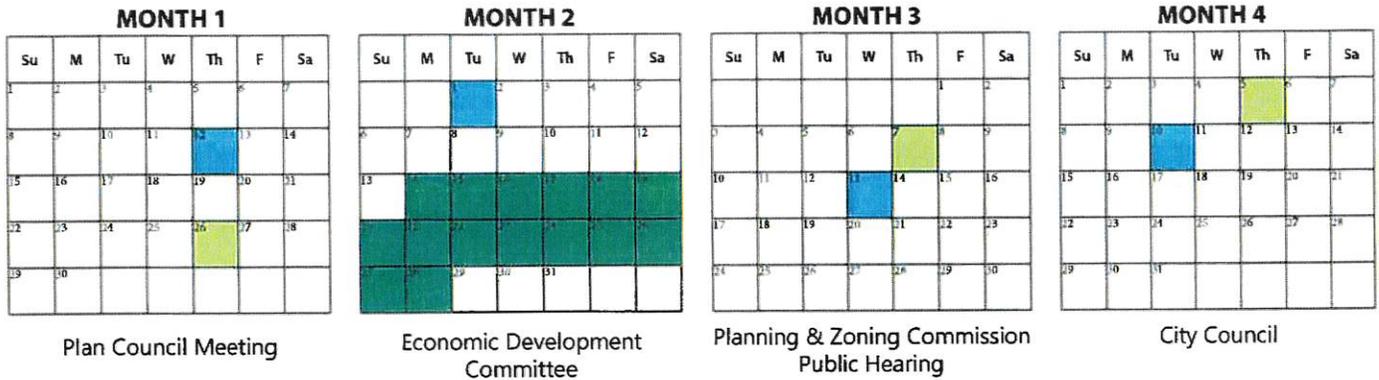
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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APPLICATION FOR REZONING

SAMPLE MEETING SCHEDULE



Meeting Date Updated Materials Submitted for Meeting Public Notice Mailing Window

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)



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APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation \$500.00 <input type="checkbox"/> Plan \$500.00 <input type="checkbox"/> Plat \$500.00 <input type="checkbox"/> P.U.D. \$500.00		Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\begin{array}{r} \underline{\quad\quad\quad} - 5 = \quad\quad\quad \times \$10 = \quad\quad\quad + \$250 = \$ \quad\quad\quad \\ \text{\# of Acres} \qquad \text{Acres over 5} \qquad \text{Amount for Extra Acres} \qquad \text{Total Amount} \end{array}$			
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 900.00
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\begin{array}{r} \underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$200 = \$ \underline{900.00} \\ \text{\# of Acres} \qquad \text{Acres over 5} \qquad \text{Amount for Extra Acres} \qquad \text{Total Amount} \end{array}$			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
$\begin{array}{r} \underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$250 = \$ \underline{950.00} \\ \text{\# of Acres} \qquad \text{Acres over 5} \qquad \text{Amount for Extra Acres} \qquad \text{Total Amount} \end{array}$			
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre \$5,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$10,000.00 <input type="checkbox"/> Over 10 acres, less than 40 acres \$15,000.00 <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres \$20,000.00 <input type="checkbox"/> Over 100 acres \$25,000.00		Total: \$ 20,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input checked="" type="checkbox"/> Over 10 acres \$5,000.00		Total: \$ 5,000.00
TOTAL AMOUNT DUE:			\$26,850.00



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APPLICATION FOR REZONING

ATTORNEY INFORMATION	
NAME: Attorney 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	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>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".</p>	



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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:

The surrounding zonings are a mix of United City of Yorkville Residential to the North, United City of Yorkville Residential south of Corneils Road; a mix of County A-1 Agricultural uses to the immediate south and west; Special Uses for compost facility to the northwest in both the United City of Yorkville and County of Kendall; and a mix of Kendall County A-1 Agricultural Zoning, United City of Yorkville B-3; and United City of Yorkville Residential to the east and southeast.

The proposed A-1 Special Use fits in with the overall Comprehensive of Plan of a mixed-use City Development, and is certainly a lowering of density from the compost facilities located in both Kendall County and the United City of Yorkville to the north and west of the subject property.

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:

While there has been substantial zoning activity both at the Kendall County and United City of Yorkville levels from 2000 onward in regard to the subject and surrounding properties, basically all zoning activity and construction came to a long interruption starting in 2007 when the local real estate economy along with national economy suffered a serve decrease in activity and a market crash generally in real estate.

There is a trend of newer development in the area and an interest of potential developers bringing to fruition a residential project to the north of the subject parcel and there is activity of interest on both sides of Route 47 from various business and residential developers with no concrete approved plans as of yet.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

The diminshment in market value has basically been area wide since 2007 and had started to show signs of increasing in value. At this point in time there is not marketability as the property is zoned and the construction of the solar array would be the highest and best use of the subject property.

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 Yorkville Renewables, 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 was vacant farmland going back to the beginning of the 20th century and continues to basically either be vacant farmland or lying fallow even though it was rezoned under an overall Planned unit Development Agreement in approximately 2005.

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 Yorkville Renewables, 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 community took care in zoning originally for the Planned Unit Development but it was at time where the United City of Yorkville was experiencing substantial growth prior to 2007 and at that point in time Crains Magazine has predicted the United City of Yorkville would be grown to a population in excess of 200,000 by the year 2020. Those projections in the early part of this century did come to fruition given the serious real estate depression from 2007 until approximately 2015. So a revamp of the use of the property is in order and the solar array is an excellent use for the benefit of the public as whole moving forward.

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 virtually no impact on traffic or any kind of negative nature to the community as far as development, public safety, morals, or use of surrounding property. It is an extremely low impact use and will have no effect on the school system as far as student impact and will produce way less traffic than a residential development would on the site.



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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 Yorkville Renewables, 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:

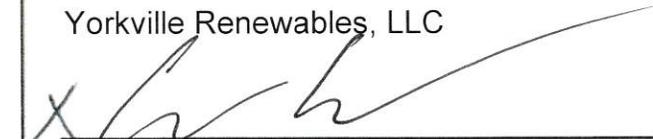
There has been virtually no interest in developing the subject parcel its zoned residential purpose which makes converting the use to the Agricultural A-1 Special Use for the solar array an ideal purpose.

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.

Yorkville Renewables, LLC



 PETITIONER SIGNATURE Christopher F. Clark, SVP

DATE 3/6/23

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



 OWNER SIGNATURE Cheryl Mangel

DATE 3/9/23

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:



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 800 Game Farm Road
 Yorkville, Illinois, 60560
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 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: Christopher F. Clark, SVP	COMPANY: Yorkville Renewables, LLC
MAILING ADDRESS: mwalsh@nexamp.com	
CITY, STATE, ZIP: 200 W Monroe Street, Suite 620	TELEPHONE: 847-212-1585
EMAIL: Chicago, IL 60606	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.

Yorkville Renewables, LLC

Christopher F. Clark

Senior Vice President

PRINT NAME

TITLE

SIGNATURE*

DATE

3/16/23

**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

**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____.

x 

Signature of Petitioner(s)

Subscribed and sworn to before me this
6th day of March, 2023

Brianna Rainville
Notary Public

 **BRIANNA RAINVILLE**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 3, 2023



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

APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:	
SITE ADDRESS: 74.20 acres vacant land US Route 47 1/8 of mile Corneils R ₂		PARCEL NUMBER: 02-08-200-030	
SUBDIVISION: N/A		LOT/UNIT:	
APPLICANT INFORMATION			
NAME: Yorkville Renewables, LLC		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 847-212-1585	
ADDRESS: 200 W Monroe Street, Suite 620		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS mwalsh@nexamp.com	
CITY, STATE, ZIP: Chicago, IL 60606		FAX:	
SIGN INFORMATION			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>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.</p> <p>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.</p> <p>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.</p> <p>Yorkville Renewables, LLC</p>			
 SIGNATURE/AUTHORIZED AGENT Christopher F. Clark, SVP		DATE 3/6/23	
DATE RETURNED: _____			
RECEIVED BY: _____ PZC# _____			



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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.



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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



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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)



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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\quad\quad\quad} - 5 = \underline{\quad\quad\quad} \times \$10 = \underline{\quad\quad\quad} + \$250 = \$ \underline{\quad\quad\quad}$		
	# of Acres	Acres over 5	Total Amount
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 900.00
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
	$\underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$200 = \$ \underline{900.00}$		
	# of Acres	Acres over 5	Total Amount
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
	$\underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$250 = \$ \underline{950.00}$		
	# of Acres	Acres over 5	Total Amount
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 20,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:		Total: \$ 5,000.00
	<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	
TOTAL AMOUNT DUE:			26,850.00



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APPLICATION FOR SPECIAL USE

DATE: February ,2023	PZC NUMBER:	DEVELOPMENT NAME: Yorkville Renewables, LLC Solar Array
PETITIONER INFORMATION		
NAME: Christopher F. Clark - Yorkville Renewables, LLC		COMPANY: Yorkville Renewables, LLC
MAILING ADDRESS: 200 W Monroe Street, Suite 620		
CITY, STATE, ZIP: Chciago, IL 60506		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 847-212-1585
EMAIL: mwalsh@nexamp.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Daniel A. Nagel Living Trust and Charene S. Nagel Declaration of Living Trust dated 12/19/2017		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: Daniel A. Nagel and Charene S. Nagel		
PROPERTY STREET ADDRESS: No address - 74.20 acres vacant land US Route 47 1/8 of mile from the Corneils Road Intersection		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: 73.502 acres vacant land on the west side of US Route 47 1/8 of mile from the Corneils Road Intersection previously annexed and zoned to the United City of Yorkville		
CURRENT ZONING CLASSIFICATION: R2PUD		COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Mixed Use PUD
REQUESTED SPECIAL USE: A1 Special use for Solar Array		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: Residential PUD vacant land		
EAST: Mix of B-3 and unincorporated Kendall County B-3 and A-1		
SOUTH: Mix of Kendall County A-1 and City of Yorkvile R2 Residential		
WEST: Mix of Kendall County manufacturing and A-1 and City of Yorkville Manuacturing		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
See attached List		



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APPLICATION FOR SPECIAL USE

ATTORNEY INFORMATION	
NAME: Attorney 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: 630-577-0900
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	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>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".</p>	



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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 Yorkville Renewables, 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 array 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 impeded 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.



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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:

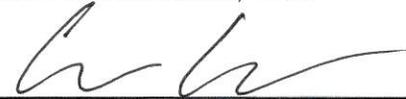
The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

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.

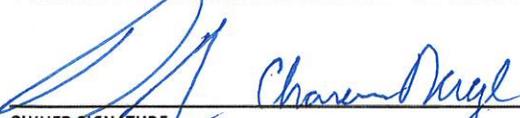
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Yorkville Renewables, LLC

X 
PETITIONER SIGNATURE Christopher F. Clark, SVP

3/6/23
DATE

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


OWNER SIGNATURE

3/9/23
DATE

**THIS APPLICATION MUST BE
NOTARIZED PLEASE NOTARIZE HERE:**



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: IChristopher F. Clark, SVP	COMPANY: Yorkville Renewables, LLC
MAILING ADDRESS: mwalsh@nexamp.com	
CITY, STATE, ZIP: 200 W Monroe Street, Suite 620	TELEPHONE: 847-212-1585
EMAIL: Chicago, IL 60606	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.

Yorkville Renewables, LLC

Christopher F. Clark

Senior Vice President

PRINT NAME

TITLE

[Handwritten Signature]

3/6/23

SIGNATURE*

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____.

X 
Signature of Petitioner(s)

Subscribed and sworn to before me this

6th day of March, 2023

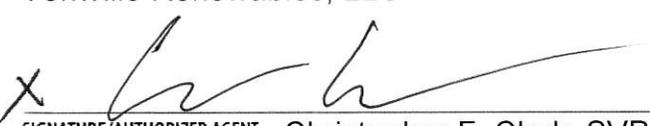
Brianna Rainville
Notary Public

 **BRIANNA RAINVILLE**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 3, 2023



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: 74.20 acres vacant land US Route 47 1/8 of mile Corneils Pr		PARCEL NUMBER: 02-08-200-030	
SUBDIVISION: N/A		LOT/UNIT:	
APPLICANT INFORMATION			
NAME: Yorkville Renewables, LLC		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 847-212-1585	
ADDRESS: 200 W Monroe Street, Suite 620		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS mwalsh@nexamp.com	
CITY, STATE, ZIP: Chicago, IL 60606		FAX:	
SIGN INFORMATION			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>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.</p> <p>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.</p> <p>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.</p> <p>Yorkville Renewables, LLC</p> <p><i>x</i>  _____ DATE <u>3/6/27</u></p> <p>SIGNATURE/AUTHORIZED AGENT Christopher F. Clark, SVP</p>			
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	

CHICAGO WB INVESTORS LLC
129 E 10TH ST #9
NEW YORK, NY, 10003

JOHN F & CYNTHIA K UNDESSER
10326 GALENA RD
BRISTOL, IL, 60512

LENNYS GAS N WASH YORKVILLE, LLC
8200 W 185TH ST UNIT K
TINLEY PARK, IL, 60487

JOHN F & CYNTHIA K UNDESSER
10326 GALENA RD
BRISTOL, IL, 60512

DANIEL A & CHARENE S NAGEL LIV TRUST
PO BOX 1069
SUGAR GROVE, IL, 60554

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL, IL, 60512

TEQUILLA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL, IL, 60512

OKEEFE FAMILY LTD PARTNERSHIP
1624 HOBBS DR STE 1
DELAVAN, WI, 53115

% MARQUETTE COMPANIES GALENA & 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE, IL, 60540

DANIEL A & CHARENE S NAGEL LIV TRUST
PO BOX 1069
SUGAR GROVE, IL, 60554

% MARQUETTE COMPANIES GALENA & 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE, IL, 60540

STATE OF IL DEPT OF TRANS
700 E NORRIS DR
OTTAWA, IL, 61350

% MARQUETTE COMPANIES GALENA & 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE, IL, 60540

% JEFF MILROY MILROY FARMS LLC
287 WOODSTOCK AVE
GLEN ELLYN, IL, 60137

COUNTY OF KENDALL
CORNER OF BRIDGE & GALENA RD
111 W FOX ST
YORKVILLE, IL, 60560

TORO MARILEX A CEJA VICTOR E TORO &
10292 GALENA RD
BRISTOL, IL, 60512

ROSENWINKEL FAMILY TRUST ET AL 501
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE, IL, 60560

GALENA & 47 LLC
175 HITHPOINT DR
ROMEDEVILLE, IL, 60446

**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 all rights to the entire Acreage through foreclosure initiated by the lender; and,

WHEREAS, the foreclosure proceedings resulted in an auction whereby the Acreage was acquired by the eight (8) new owners listed on *Exhibit A* attached hereto, each owner acquiring 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 POD 6E as 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. 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 POD 6E; and,
 - c. That whenever development of the Acreage occurs, with the exception of POD 6E, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessment shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
3. 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

and memorialized in the Memorandum of Contract Regarding Obligation To Dedicate School/Park Site recorded with the county Recorder of Kendall County on May 9, 2006, as Document No. 200600013759; (ii) the Current Owner of the POD 6E identified as PIN 02-08-400-004 agrees to proceed with the development of 85 single-family units on 31.68 acres; and (iii) the Current Owner of the POD 6E 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.

4. 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: _____

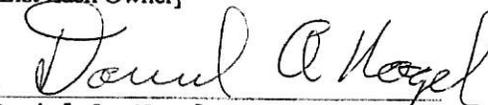
Mayor

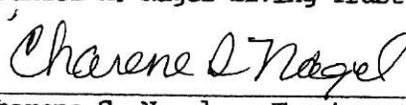
Attest:

City Clerk

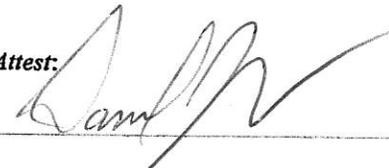
[List Each Owner]

By: _____


Daniel A. Nagel as Trustee of the
Daniel A. Nagel Living Trust


Charene S. Nagel as Trustee of the
Charene S. Nagel Living Trust

Attest:





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

First Amended APPLICATION FOR REZONING & Variance

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation \$500.00 <input type="checkbox"/> Plan \$500.00 <input type="checkbox"/> Plat \$500.00 <input type="checkbox"/> P.U.D. \$500.00		Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\frac{\text{\# of Acres}}{\text{\# of Acres}} - 5 = \frac{\text{Acres over 5}}{\text{Acres over 5}} \times \$10 = \frac{\text{Amount for Extra Acres}}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{\text{Total Amount}}{\text{Total Amount}}$		
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 900.00
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$200 = \$ \frac{900.00}{\text{Total Amount}}$		
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{950.00}{\text{Total Amount}}$		
ZONING VARIANCE	See attached variance explanation <input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 85.00
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre \$5,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$10,000.00 <input type="checkbox"/> Over 10 acres, less than 40 acres \$15,000.00 <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres \$20,000.00 <input type="checkbox"/> Over 100 acres \$25,000.00		Total: \$ 20,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input checked="" type="checkbox"/> Over 10 acres \$5,000.00		Total: \$ 5,000.00
TOTAL AMOUNT DUE:			\$26,935.00



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR VARIANCE

VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

Section 10-4-3(B)(8) of the United City of Yorkville Zoning Ordinance. Petitioner request a 8' setback Variance for the north, west, and south setback areas that would allow a 42' setback from the property line in each of those directions, which was permissible when Original Zoning Application was filed.

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL 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 REGULATIONS WAS CARRIED OUT:

The original zoning application on the subject parcel was designed both as site plan and engineering submitted to the City and its outside consultant, Engineering Enterprises, for review under the then-existing ordinance. The entire stormwater plan and site has been engineered in conformity with the privously existing ordinance. To modify that plan now would substantially change the location of the proposed stormwater facilities, the solar array and cause great expense and hardship to the Applicant that was not caused by any modifications of the Applicant or failure to comply to the ordinances that were in existence at the time of filing.

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

We believe that the circumstances stated above are unique to this Applicant because to our knowledge it is the only Applicant that applied at the time that totally engineered and created a site plan which has previously been approved by City Staff, outside consulting engineer, and some of City Alderman.

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

See statements above about compliance with prior ordinance.



United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR VARIANCE

VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

The proposed Variance Request for the south, north, and west setback lines by eight feet causes no harm to any existing adjacent owners in that there is no current development on any of the adjacent real property in any of those three directions. There is substantial buffering and a fence that will be installed by the applicant within the setback boundaries that ameliorates any concern to adjoining property. There is no detrimental effect to public health, safety, or welfare.

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

There is nothing in regard to granted the Variance that will impair adequate supply of life or air to adjacent properties or increase any traffic whatsoever. The Variance requested in no way impact public safety or diminish or impair adjoining property values. The adjoining properties being zoned R-2 due to the cancellation of the Westbury planned unit development agreement. There currently are no plans in front of the city that would indicate what zoning class the owners of those adjoining properties will seek if, and when, they seek to develop. They very well may not be developed with the residential use whatsoever given surrounding property conditions and uses.

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.

Yorkville Renewables, LLC

X Matthew R Walsh

PETITIONER SIGNATURE Matthew R. Walsh, VP of Business Development

6/13/24

DATE

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

X [Signature]

OWNER SIGNATURE

June 13, 2024

DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

VARIANCE EXPLANATION

The Petitioner/Owners request that a Variance be granted from the rear and side setback areas on the north, west, and south property lines as contained in the site improvement plans previously filed herein.

The site plan showing the solar array totally conformed to the then current United City of Yorkville setback requirements at the time the Application for Zoning and Application for Special Use was filed by the Petitioner and consented to by the Owner in writing.

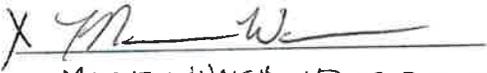
Stormwater storage was contemplated in the north setback area as defined by the then current setback ordinance.

It would work an extreme hardship on the applicant at this time to modify the site plan since it would result in a substantial change in the solar array, stormwater management fill facilities previously designed and recommended for approval by City Consulting Engineer. Applicant hereby requests permission to allow an eight-foot Variance from the new city ordinance for the south, west, and north side and rear setback line as detailed in the current ordinance. There still would be sufficient setback green area buffering the solar array and all three of those directions.

The front setback area of 1,000 feet has more than been met by the existing solar array plan and needs no variance.

Therefore, Petitioner prays that the site plan of Petitioner be approved Varying the current ordinance requirement by eight feet on the south, west, and north setback property lines.

YORKVILLE RENEWABLES, LLC

By: X 
MATTHEW WALSH, VP OF BUSINESS DEVELOPMENT



June 13, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL, 60560

Yorkville Renewables, LLC
Proposed Ground-Mounted Solar Farm
Address: Near SWC of Galena Road and IL Route 47
PIN: 02-08-200-030

RE: Response Letter

We offer the following information in response to the comments provided by the City of Yorkville Engineer and Landscape consultants. Responses are in bold font.

City Staff Comments:
Zoning

The subject property is currently located in within an existing Planned Unit Development (PUD) with underling zoning of R-2, R-4, and B-3. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
South	Westbury East Village (R-2, R-4)	Agriculture
East	IL Route 47 B-3 General Business District	Transportation Land Use O'Keefe Property/Gas Station/Raging Waves Waterpark
West	A1-Special Use (Unincorporated Kendall County)	Compost Facility/Agriculture

- The proposed community solar farm will consist of approximately 11,712 arrays, per the project narrative. However, the Conceptual Layout (Sheet PV-101 A) prepared by Nexamp, dated October 13, 2021 states the number of arrays 13,234. Petitioner must verify the accurate number of arrays proposed. **Nexamp Response: Sheet PV-101A should be removed from the application. That sheet has since be replace with the Civil Plans dated 6/11/2024 and attached hereto.**
- The system appears to include two (2) inverters and one (1) transformer. Please verify and the total number of proposed tracker motors. **Nexamp Responses: The total number of tracker motors is estimated between 10 and 176, depending on the final design of 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. **Nexamp Responses, the Operations Phase of the Lease is for 20 years with several extensions that could extend the Operations Phase of the project to 40 years.**

Location on Site

Table 10.07.01 of Chapter 7 in the City's Zoning Ordinance provides dimensions and bulk regulations for the A-1 Agricultural District. The following compares the yard setbacks required for the A-1 Agricultural District and the proposed solar farm use:

	Minimum Requirement	Proposed Setback
Front (East)	100 feet	1,160 feet (fence)
Rear (West)	8 feet	8 feet (fence)
Side (North)	8 feet	Undetermined
Side (South)	8 feet	8 feet (fence)

- The location of the solar panels meets the front (east), side (south), and rear (west) yard setbacks for the A-1 District. However, it is undetermined if the solar panels encroach into the required interior side yard to the north. **Nexamp Response: Solar Panels are setback a minimum 8 feet from the north property line. A variance is being requested to maintain 8 feet side and rear setbacks to the perimeter fence.**
- Section 10-19-7-B of the zoning ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines. **Nexamp Response: Noted**
- Staff has identified the north property line (parallel to Galena Road) as a side property line since there are intervening parcels between the property line of the subject property and Galena Road. The north property line adjacent to the proposed solar farm is not

considered a front yard due to Section 10-2-3: Definitions of the United City of Yorkville's Zoning ordinance which establishes the lot line which abuts a street shall be the front lot line. **Nexamp Response: Noted.**

- Note: Page 2 of the Project Narrative dated March 9, 2022 references "County setback requirements". This should be revised and resubmitted with correct City regulation references. **Nexamp Response: Project narrative has been revised.**
- The Site Plan should be revised to reflect the accurate distances from the property lines to the proposed solar panels and/or fence line. **Nexamp Response: The Site Plan has been updated to included the accurate distance from property lines.**
- The Site Plan should also indicate the distance of the proposed solar farm and/or the fence line to the nearest residential parcels to the north along Galena Road.
 - 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. **Nexamp Response: Dimensions to the nearest residential structures has been added to the plans.**

Height

The maximum structure height in the A-1 Agricultural District is eighty (80) feet. Additionally, as stated in Section 10-19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. Section 10-19-7-F states the maximum height will be stipulated as a special use condition.

- The petitioner's exhibit (Sheet C-06 A Standard Details) appears to indicate a maximum solar array height as approx. 20 feet at maximum tilt. **Nexamp Response: Confirmed.**
- The petitioner's exhibit (Sheet C-06 A Standard Details) appears to indicate a minimum solar array clearance as 2 feet. **Nexamp Response: Confirmed.**
- A variance will be required for the minimum clearance requirements. **Nexamp Response: Noted.**

Glare/Lighting

Section 10-19-7-E states solar panels shall be placed such that concentrated solar radiation or glare shall not be 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.

- The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis. **Nexamp Response: Confirmed.**

- 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 (IL Route 47 and Galena Road), as well as from the residential land uses to the north. **Nexamp Response: Please see the attached renderings.**
- Are motion-sensor security lights proposed to be provided at the transformer area? If so, details are requested. **Nexamp Response: There will be no lighting on the project.**

Noise

The transformer is the greatest source of noise on the property.

- Please verify the distance of the transformer to the nearest residences located to the north on Galena Road. **Nexamp Response: Dimensions have been added to the plans.**

Fencing

The petitioner has proposed an eight (8) foot tall, fixed knot farm fence to surround the ~4,600 linear foot perimeter of the solar farm with a 20-foot-wide vehicle access gate. As stated in Section 10-17-2-G, Fence Regulations for Industrial Districts of the Zoning Ordinance, states that a fence may be a maximum of eight (8) feet in height. This section of the code also states that chain link is a permitted material.

- Staff recommends an 8' tall, galvanized chain link fence with slats. **Nexamp Response: The fence detail on sheet C-300 has been revised to reflect this recommendation.**
- A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD). **Nexamp Response: A note indicating the Knox-Box location on the fence has been added to the Gate Detail on sheet C-600**

Access Road

The proposed site access is via a new 20-ft. wide gravel driveway proposed off Galena Road (1.380 acres).

- 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. **Nexamp Response: Agreed**
- Gravel roads are not permitted for vehicle travel.
 - Petitioner must provide 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. **Nexamp Response: a gravel access road pavement section has been provided on the plans for review/consideration.**

Decommissioning

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. **Nexamp Response: A draft decommissioning estimate has been added. We recommend the decommissioning estimate be finalized with the Final Engineer Plans.**

Accessory Use

Section 10-19-4-D states alternative energy systems shall be an accessory to the principal permitted use of a site. Therefore, the area and scale of the solar farm must be less than the primary agricultural land use.

- As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland. **Nexamp Response: Agreed**

Signage

Section 10-19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The submitted plans do not indicate any signage will be located on the solar farm or the surrounding fence.

- Per Section 10-19-4-F states one (1) sign shall be permitted to indicate emergency contact information of the property owner or operator not to exceed two (2) square feet in area. **Nexamp Response: The Emergency Contact Sign has been added to Sheet C-300. There will be several small danger signs a located on the fence on all sides of the fence as shown on Sheet C-300 as required by the National Electric Code.**

Landscaping

Defer to Engineering Comments related to landscaping. **Nexamp Response: See response in the Landscape comment section.**

Utilities

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. 6-8) for a wire connection near IL Route 47. **Nexamp Response: Agreed.**

Utility Service Provider

Section 10-19-4-G states that evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.

- The petitioner has provided a copy of an Interconnection Agreement, as prepared by ComEd dated 02/24/2022.

Special Use Standards

Section 10-19-4-C and 10-4-9-F state specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards. **Nexamp Response: Agreed**

Blanket Easement

A blanket easement for City access to the solar field will be required in the event the project is abandoned and requires decommissioning by the City. **Nexamp Response: Noted.**

Economic Development Committee Comments

The City's Economic Development Committee will provide direction at their November 7, 2023 meeting to staff regarding the acceptable location of solar farm developments within Yorkville. Staff will provide that feedback to the petitioner during the Plan Council meeting on November 9th. **Nexamp Response: As discussed at the November 7, 2023 meeting – the nearest solar plan is over 1,400 feet from Galena Road right-of-way and over 1,000 feet from Route 47 right-of-way, the remainder of site is preserved for future development.**

Yorkville Police Department Comments:

Roadway

Concerns as listed below:

- Location of the driveway(s) into Yorkville Renewables **The driveway location is existing and has been approved by the Kendall County DOT. This driveway location is complemented by pervious land use approvals.**
- Driveway(s) clearly marked with signage in both directions **Warning sign has been added to the plans near the driveway entrance.**
- Distance from driveway(s) on Galena Road to the intersection of Rt. 47 would be concerning due to vehicle speeds on Galena Road **The proposed facility will generate little traffic during the operation of the facility. There is anticipated to be 20 site visits with maintenance personnel per year.**

Ingress/Egress

Are warning signs for cross traffic requested: **Warning sign has been added to the plans near the driveway entrance.**

Emergency Contact for after hours construction: Information needed

Will Police have access (through gated development) in case of emergency? **Yes, there will be a knox box located near the entry gate for emergency response personnel.**

Security

Will there be security cameras used on site? **There will be a camera on site.**

If you will have camera access on site would the police department have remote access into the system for emergency purposes only? **The camera will be closed circuit but upon request, Nexamp Operations Center can relay visual information from the camera to emergency personnel.**

Will the gate be alarmed? **Nexamp Response: The gate will not be alarmed but will be locked when Company personnel are not on-site. A knox-box will be located near the gate in case emergency personnel need to access the project area.**

City Engineer Comments (EEI):

1. The following Permits may be required during final engineering and should be provided to the City of Yorkville when obtained. The City and EEI should be copied on all correspondence with agencies.

- IEPA NPDES General Construction Permit is Required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction. **Nexamp Response: A copy of the NOI will be provided to the City of Yorkville with the Final Engineering Plan submittal.**
 - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance) **Nexamp Response: The project will comply with the Storm Water Management Ordinance including an application for Stormwater Permit.**
 - Kendall County for access to Galena Road. **Nexamp Response: See attached access agreement.**
2. Since the project is non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. **Nexamp Response: Detention basins have been provided to the maximum extent possible and will achieve the required detention.**
 3. 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 a to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 658 and 656. Please see the attached exhibit. **Nexamp Response: The approximate location of the FEMA mapped floodway area has been added to the SUP Plans. The project does not intend to construct within the floodway but metal foundations and gravel access drive within the EEI mapped floodway. The project will comply with the floodplain requirements of the City's stormwater ordinance.**

Also, the EEI mapped floodplain has been added to the plans. The equipment within the EEI mapped floodplain will be raised above the BFE.

4. Any impacts to the wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations. **Nexamp Response: The plans have been revised to avoid impacts to the one isolated wetland the property.**

5. A field tile survey will be required. **Nexamp Response: At the time of Final Engineering Plan, a tile survey and mitigation plan will be provided.**
6. Perimeter easements will need to be provided. These easements should be a minimum of 20' along Galena Road and Rt 47. **Nexamp Response: The location of the proposed 20' easements along Galena Road and Route 47 have been added to the SUP Plans. Easement documents will be drafted and executed during the Final Engineer Plan stage.**
7. The decommissioning bond or letter of credit will need to be 120% of the approved estimate. **Nexamp Response: At the time of Final Engineering Plans and after the decommissioning estimate is approved by City of Yorkville, decommissioning surety will be provided.**
8. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted. **Nexamp Response: See responses to the landscaping consultant comments.**
9. The following will need to be submitted with the Final Engineering Plans:
 - a. Additional information as shown in the provided checklist. **Nexamp Response: At the time of Final Engineering Plans, the project will be comply with the checklist provided.**
 - b. Truck turning exhibits for delivery and emergency vehicles. **Nexamp Response: At the time of Final Engineering Plans, truck turning exhibits will be provided.**
 - c. Photometric plan. **Nexamp Response: There will be no lighting associated with this project.**
 - d. Decommissioning cost estimate. **Nexamp Response: At the time of Final Engineering Plans, a Decommissioning estimate will be provided.**

City Landscape Consultant Comments (Hey and Associates):

1. Parkway Landscaping: A minimum of one tree per 50 linear feet of frontage is required along Galena Road and Route 47. **Nexamp Response: Attached Landscape Plan has been revised to show proposed parkway landscaping.**
2. Perimeter Landscaping: The proposed development does not directly abut single-family residential property, so therefore perimeter landscaping requirements do not apply. **Nexamp Response: Noted.**
3. Parking Lot Landscaping: The proposed development does not include parking lots; therefore, parking lot landscaping requirements do not apply. **Nexamp Response: Noted.**
4. Lot landscaping: Lot landscaping requirements are not met. Nonresidential developments include 2 shade trees and 15 shrubs be provided for every 20,000 square feet of lot area. We understand trees and shrubs may not be desirable near the solar array, but the eastern half o the site appears vacant. Consider native plantings to enhance the Rob Roy Creek corridor, which would complement the proposed pollinator friendly solar array seed mix.
Nexamp Response: Attached Landscape Plan has been revised to show lot landscaping to the maximum extent possible given most of the development area will require access to sun light. The project will not be located near the Rob Roy Creek. The intent is the Rob Roy Creek will not be impacted by the proposed solar project. Further improvements to Rob Roy Creek can be address with further development of the remaining property.

Stormwater Storage Basin Landscaping: No stormwater storage basins were found; therefore, these requirements do not apply. **Nexamp Response: Per the Engineering Review comments, stormwater basins have been added to the site plans. Per the landscape code, no basin landscaping is required as they are located outside of the front and side setbacks.**

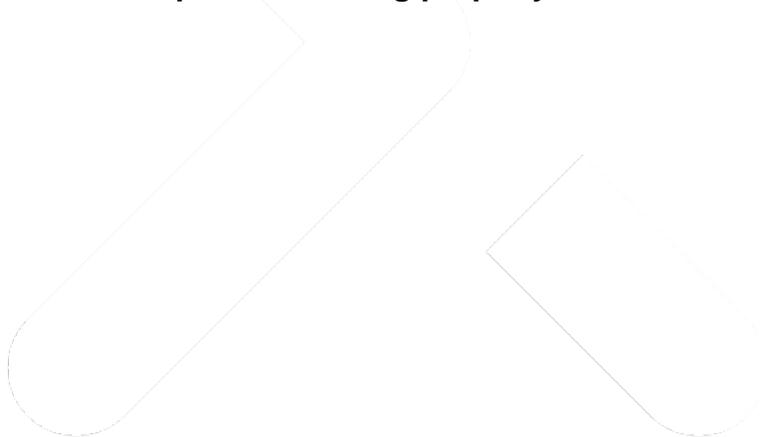
5. Tree Preservation: Tree Preservation standards apply to all development parcels greater than five acres; therefore, these requirements apply to this site. A review

of Google Earth imagery reveals trees are present on the site, but that there may not be trees present on the portion of the site proposed for development.

Nexamp Response: Agreed, there are no trees present within the development area of the site.

6. General Standards: The landscape plan indicates a “Native Pollinator Friendly Solar Array Seed Mix” will be installed but no details are provided. Plan should species (both botanic and common names) and seeding rate of mix. 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. **Nexamp Response: A detailed seed mix has been added to the plans. Also, attached the maintenance plan.**

The plans should indicate what is proposed on the eastern half of the site that appears vacant. **Nexamp Response: The remaining undeveloped property will remain in agricultural production until an application is made at a future date to develop the remaining property.**





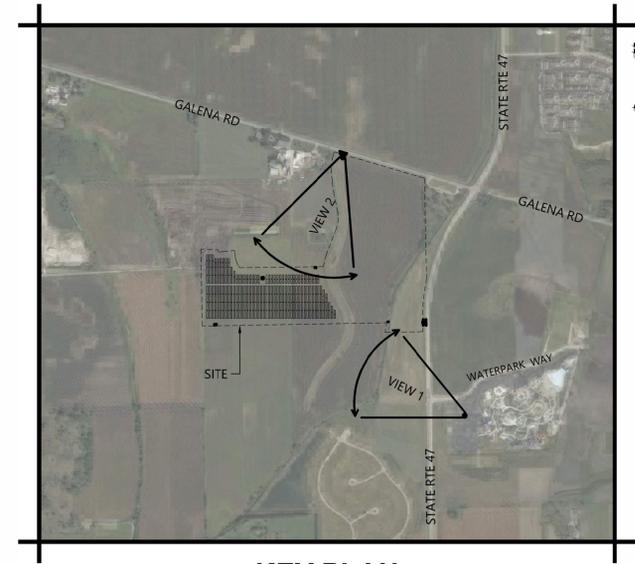
VIEW 1 - WATERPARK PARKING LOT

NOT TO SCALE



VIEW 2 - GALENA RD. ACCESS

NOT TO SCALE



KEY PLAN

NOT TO SCALE



Rev	Issued For	Date
A	SPECIAL USE PERMIT	8/18/22
B	ACCESS DRIVE REVIEW	10/12/22
C	ACCESS DRIVE REVIEW	10/27/22
D	ACCESS DRIVE REVIEW	11/04/22
E	SPECIAL USE PERMIT	2/2/24

P.E. seal/Consultant:

Project:
YORKVILLE RENEWABLES
 GALENA ROAD
 YORKVILLE, ILLINOIS 60512

Drawing Title:
SOLAR FIELD RENDERINGS
 Drawn by: BTE Scale: As Noted Approved by: MBK

Dwg No: L-001 Size: D Sheet Rev: E

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 1245 EAST DIEHL ROAD, SUITE 100
 DESIGN FIRM #14-0038976



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

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PLAN COUNCIL AGENDA

Thursday, July 25, 2024

9:00 a.m.

City Hall

Community Development

3rd Floor – East Conference Room

Remote Access via Zoom

1. Minutes for approval: May 23, 2024
2. PZC 2024-01 Yorkville Renewables – Nexamp Solar – Rezoning, Special Use & Variance

Adjournment

**UNITED CITY OF YORKVILLE
PLAN COUNCIL
Community Development
East Conference Room, 3rd floor
651 Prairie Pointe Drive, Yorkville, IL
Thursday, May 23, 2024 9:00am**

IN ATTENDANCE:

Krysti Barksdale Noble, City of Yorkville Community Development Director
Sara Mendez, City of Yorkville Planner 1
Bart Olson, City Administrator (arr. 9:07am)
Brad Sanderson, EEI/City Engineer
Eric Dhuse, Public Works Director
Pete Ratos, Building Code Official (arr. 9:02am)
Lynn Dubajic Kellogg, City Consultant (arr. 9:08am)
Pamela Whitfield, EEI
Scott McCarty, BKFD
Mike Torrence, BKFD
Dave Riendeau, Manhard Consulting
Doug Shannon, Gary R. Weber Associates
Russ Whitaker, Rosanova & Whitaker
Bradd Hout, Cyrus One
Matt, D. R. Horton
Nathan Sevener

Ms. Noble called the meeting to order at 9:00am.

1. Minutes for approval: February 8, 2024
The minutes were approved as presented.

All meeting participants introduced themselves and Ms. Noble explained the procedure for the meeting.

2. PZC 2024-14 Grande Reserve – Units 10 & 11 – Final Plat

Background: Ms. Noble said this proposal is for Units 10a and 11a of Grande Reserve and consists of 22 acres with 158 new residential townhome lots. The parcel will be developed in phases and at full buildout will consist of 312 townhomes, 14 more than originally planned. The preliminary plans of final plats were pre-approved in April 2005 but never recorded and have expired.

Regarding the concept plans, they are consistent with those previously approved and will be reviewed by the city for a number count as well as architecturally per the Comprehensive Plan. There had been an Economic Incentive Agreement in 2021 which reduced a portion of the unplanned development from duplex units to single family resulting in a reduction of 11 single family homes, so the increased 14 have not resulted in an imbalance.

Per the Comp Plan, the homeowners will be responsible for snowplowing in the cul-de-sacs.

Staff will also require a declaration of CCR's. (Codes, Covenants and Restrictions). Also required are appearance standards and staff has now received color renderings and are reviewing. There is a credit system in the ordinance giving credit for certain architectural features which has been met and credit given.

The plats do indicate the lots meet the building setbacks, but there are standards that dictate minimum building-to-building setbacks.

The certificate block on units 10a and 11a should be revised to 'Planning and Zoning Commission' rather than 'Plan Commission'.

Comments from Engineer Brad Sanderson are detailed in a letter in the agenda packet.

Public Works and the Building Code Official had no comment at this time.

Ms. Noble said the next step is the June 4th EDC meeting at which time she will have an updated memo and she asked for other updated material by May 31st.

3. PZC 2024-15 C-1 Yorkville (Cyrus One) – PUD & Preliminary PUD Plan

Background: Ms. Noble said this plan is for 230 acres at Faxon and Eldamain. The site is proposed for a data center with 9 stand-alone buildings and 6 stormwater basins which would be built in phases over 10-20 years. It is zoned for this type of land use, however, the petitioner has asked for 13 proposed deviations from the M-2 general manufacturing standards. Per the UDO, there is a requested list of approved PUD standards to be met and at least one to qualify for a PUD. Staff thinks that standard #12, the regional utility improvement, would qualify.

Other Comments:

1. The written responses were adequate. Ms. Noble noted that the requested deviation for future energy industrial use regulations is not in the UDO at this time. They are requesting a waiver for future standards being adopted which staff supports.
2. Regarding the preliminary PUD plan, the petitioner has 3 years (because it's a Special Use) to do a Final Plat without the preliminary plan expiring.
3. Mr. Hout said each building takes approximately 12-15 months to build and they hope to move dirt in 2025.
4. The building setbacks are met, but a deviation is requested from the internal building, for which Ms. Noble asked for clarification. They will request zero setbacks at this time until it is decided. Mr. Ratos added that they still must meet the fire and building codes.
5. Clarification is needed if total site coverage is 24% or 35%. The building height is OK.
6. Parking deviation is also being requested. Cyrus One did calculations on gross floor space, while it should be based on net floor space. Staff says there should be no less than 400 parking spots which is shared parking for all the buildings. A minimum of 10 electric vehicle charging stations is requested.

7. Off-street loading is OK.
8. There are 4 components for a landscape plan. The petitioner is asking for a blanket variance for landscape standards, but staff is not comfortable until the plan is received. The Comp Plan also calls for a rural character buffer along Eldamain. A specific plan is needed to grant the deviation.
9. Ms. Noble noted the deviation request for mechanical screening which staff supports. The city has engaged a sound engineer to determine where the mechanical units should be located and if more landscaping is needed or a different placement.
10. Mr. Sevener, sound engineer, said the Yorkville noise ordinance has a tonal penalty which may or may not apply to cooling equipment. Outdoor chillers can cause a high strong tonal component. Ms. Noble noted that the sound is measured on the receiving property, not on the site and different numbers apply on residential property vs. non-residential.
11. Mr. Whitaker asked how the city ordinance differs from the pollution control board standard? IBPC has a more extensive ordinance with limitations at different frequencies.
12. Fencing heights needs to be verified on the plan. The height will be 8 feet and it will be an ornamental black fence. It may be taller around the sub-station.
13. Appearance Standards: The Petitioner is asking for relief from a building recess. The city is asking for the recess on the sides abutting streets. The material meets the facade requirements and staff also requested some type of window feature to break up the long expanse.
14. Signage: No monument sign planned, but there will be signage
15. Address: The proposal will have single site address, but individual buildings will be clearly marked.
16. Photometric plan: This plan is needed.
17. Mr. Hout noted the main entrance was moved to Eldamain with a secondary access on Faxon. A third access on Beecher was removed.
18. There are a couple wetlands identified with no setbacks around them. The Army Corps will visit to ascertain wetlands setbacks and then the buffer can be determined.
19. Mike Torrence/BKFD comments: Developer needs to insure access around buildings, roads must bear weight of fire trucks and hydrants are needed. Hydrant locations will be included on the plans.
20. There was a discussion of the complete rebuild of Faxon and Beecher. Mr. Whitaker asked about reimbursement for half the road reconstruction, however, Mr. Olson said it is not in the agreement and city ordinance requires this. Timing of construction will be discussed and Mr. Olson said it could be done after construction. They also discussed easements and rights-of-way. Faxon would be the road primarily used for construction traffic.
21. Mr. Whitaker asked if the developer had to improve Beecher Rd. even though the project will have no access on Beecher per the revised plan. Mr. Olson replied yes. Bright Farms improved all the way

to their entrance and developments there are funding road improvements.

22. Police Comments: Ms. Noble said the PD asked if they will have access to the gate in the complex. The Police and Fire will both have access and there will be a Knox box and ability to open the gate which will have an alarm. The police also asked if they will have access to the security cameras for emergency purposes. Maps or floor plans will be available for emergencies. There will be on-site security.

23. Ms. Noble said the next steps are the June 4 EDC meeting and a June or July PZC meeting, depending on the project being a PUD agreement or development agreement. Mr. Hout said the focus should be on a PUD. Public Hearing notices and other deadlines were noted. An updated plan and narrative are needed by May 27th.

Adjournment

There was no further business and the meeting adjourned at 10:08am.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Memorandum

To: Plan Council
From: Sara Mendez, Planner I
Date: July 18, 2024
Subject: **PZC 2024-01 Yorkville Renewables/Nexamp – Solar Farm**
Rezoning, Special Use, and Variance

I have reviewed the applications for Rezoning, Special Use, and Variance request dated June 13, 2024 as submitted by Daniel Kramer on behalf of Nexamp, Yorkville Renewables, LLC, petitioner. The following supplemental materials were included within the original applications including the newly submitted supplemental materials from June 13, 2024:

- 1) Project Narrative/System Design Summary dated March 9, 2022, as prepared by Nexamp
- 2) Property Aerial dated 03/13/22, as prepared by Nexamp
- 3) Legal Description dated August 15, 2022, as prepared by Atwell Group
- 4) ALTA Survey/NSPS Land Title Survey dated 11/23/2022, as prepared by
- 5) Special Use Application Plans dated 8/18/22, as prepared by Atwell Group and submitted by Nexamp
- 6) Glare Study dated Aug. 18, 2022, prepared by Forge Solar
- 7) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
- 8) Electrical Diagram dated 01/10/2021, as submitted by Nexamp
- 9) Manufactures Cut Sheets, as submitted by Nexamp
- 10) Interconnection Agreement with ComEd
- 11) Decommissioning Plan, as prepared by Nexamp
- 12) Application for Rezoning, as prepared by Yorkville Renewables, LLC
- 13) Application for Special Use, as prepared by Yorkville Renewables, LLC
- 14) List of Property Owners within 500 feet of subject parcel
- 15) Copy of Memorandum of Understanding Regarding the Repeal of the Planned Unit Development Agreement for the East Village of Westbury, as executed by Daniel A. and Charene S. Nagel.
- 16) Application for Variance, as prepared by 126612 Corneils Road Solar, LLC
- 17) Preliminary Decommissioning Cost Estimate for Yorkville Solar During First 5 Years of Operation, dated January 29, 2024
- 18) Yorkville Renewables, LLC Response Letter, dated June 13, 2024
- 19) Final Site Plans, dated June 11, 2024
- 20) Stormwater Memo, dated February 9, 2024
- 21) Conditional Use Permit Narrative, dated June 14, 2024
- 22) Rendering, dated June 13, 2024
- 23) Kendall County Highway Department Access Approval Email, dated November 9, 2022

The petitioner is seeking to construct a 5-megawatt (MW) alternating current (AC) freestanding community solar farm “garden”. The proposed 23-acre solar farm will be situated on approximately 73.5 acres of existing farmland parcel located near the southwest corner of Galena Road and Route 47 within the former East Westbury Village Planned Unit Development (PUD).

The petitioner is also requesting to rezone the parcel from the current R2 Single-Family Traditional Residence District to A-1 Agricultural District zoning for a solar farm and will also require a variance to Section 10-4-13 of the City’s Unified Development Ordinance to decrease the minimum rear and interior side yard setbacks from one hundred (100) feet to eight (8) feet.

Based upon my review of the application documents and preliminary plans, I have compiled the following comments (requests to the petitioner are underlined):

WESTBURY PUD AGREEMENT COMMENTS:

1. The parcel is within a formally existing Planned Unit Development (PUD) known as East Village of Westbury.
2. A Memorandum of Understanding with the successor property owners of the East Village of Westbury development was executed to repeal the land plan and obligations of the PUD on May 28, 2024 (Ordinance No. 2024-05).
3. The underlying zoning of the property will remain R-2 Single-Family Traditional Residence District.

REZONING COMMENTS:

1. Per Table 10-3-12(B) Permitted and Special Uses of the Unified Development Ordinance, solar farms are special uses in the A-1 Agricultural District.
2. Section 10-8-12B of the Unified Development Ordinance states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards.

VARIANCE COMMENTS

1. Section 10-4-13 Alternative Energy Use Standards in the City’s Unified Development Ordinance provides setback specifics for solar farm uses in the A-1 Agricultural District. The petitioner is seeking a variance to decrease the minimum rear and interior side yard setbacks from one hundred (100) feet to eight (8) feet.
2. Section 10-8-9C.1 of the Unified Development Ordinance states specific standards for variance requests which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application to these standards.

SPECIAL USE COMMENTS:

Zoning

The subject property consists of two (2) parcels (#02-05-400-005 and 02-08-200-030) which are currently zoned R-2. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
South	Former Westbury East Village (R-2)	Agriculture
East	IL Route 47 B-3 General Business District	Transportation Land Use O’Keefe Property/Gas Station/Raging Waves Waterpark
West	A1-Special Use (Unincorporated Kendall County)	Compost Facility/Agriculture

- The proposed community solar farm will consist of approximately 11,712 arrays, per the Conditional Use Permit Narrative dated June 14, 2024.
- In a Response Letter dated June 13, 2024, the petitioner has stated the total number of tracker motors is estimated between 10 to 176, depending on the final design of the system.
- In a Response Letter dated June 13, 2024, the petitioner has stated the operations phase of the lease is for 20 years with several extensions that could extend the operations phase of the project to 40 years.

- **The Site Layout Plan (Exhibit C-300 C) should be updated to reflect the correct zoning of the property, R-2 Single-Family Traditional Residence District.**

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City’s Unified Development Ordinance provides setback specifics for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required for solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (East)	100 feet	1,000 feet
Interior Side (North)	100 feet	8 feet
Side Yard (South)	50 feet from nonresidential/100 feet from residential	8 feet
Rear (West)	50 feet from nonresidential/100 feet from residential	8 feet

- The location of the solar panels meets the front (east) yard setback for the Solar Farm uses in the A-1 Agricultural District. **However, the solar panels appear to encroach into the required rear and interior side yards to the south, west, and north.**
 - **The minimum distances required for the rear and west and for the side and south and north is 100 feet, excluding the fence.**
 - **The petitioner has filed a variance request to maintain 8 feet from the interior side and rear yard setbacks.**
- Section 10-4-13B.8.b of the Unified Development Ordinance states that all parts of any freestanding solar energy system shall be set back one hundred (100) feet from side and rear property lines.
- Staff has identified the north property line (parallel to Galena Road) as a side property line since there are intervening parcels between the property line of the subject property and Galena Road. The north property line adjacent to the proposed solar farm is not considered a front yard due to Section 10-2-6: Frontage definition in the Unified Development Ordinance which establishes the lot line which abuts a street shall be the front lot line.
- **The Site Layout Plan (Exhibit C-300 C) should be revised to reflect the proposed interior side yard (north) setback.**
- **The petitioner’s exhibit (C-300 C) indicates the distance of the proposed solar farm and/or the fence line to the nearest residential parcels to the north along Galena Road.**
- The location of the solar panels meets the buffer area of one thousand (1,000) feet from the nearest solar array to roadway networks, per petitioner’s Exhibit C-300 C.
- The location of the solar panels exceeds the one thousand (1,000) foot setback from the nearest solar array to the edge of the bank of the Fox River.

Minimum Lot Size

Section 10-4-13B.1 of the Unified Development Ordinance states no solar farms shall be erected on any lot less than three (3) acres in size.

- In a Response Letter dated June 13, 2024, the petitioner has stated the project intends to develop on approximately 23 acres of overall parcel

Maximum Lot Coverage

Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty (80) percent of a given parcel in this district.

- As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland.

Height

The maximum structure 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 should be revised to display the height of the solar array.**

Glare/Lighting

Section 10-4-13B.13 of the Unified Development Ordinance states solar panels shall be placed such that concentrated solar radiation or glare shall not be 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.

- The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis.
- The petitioner's exhibit (Rendering, dated June 13, 2024) displays viewshed from angles around the solar farm that illustrate how far away the panels will be from the public-right-of-way (IL Route 47 and Galena Road), as well as from the residential land uses to the north.

Noise

The transformer is the greatest source of noise on the property.

- The petitioner's exhibit (Sheet C-300 C Site Plan Layout) indicates the transformer is 1,443.2 feet to the nearest residence located to the north on Galena Road.

Fencing

The petitioner has proposed an eight (8) foot tall, galvanized chain link fence with slats to surround the ~4,600 linear foot perimeter of the solar farm with a 20-foot-wide vehicle access gate. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, Fence Regulations for Solar Farms, states that systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet.

- **A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD).**
- **Petitioner's exhibit (Sheet C-600 C Standard Details) indicates the Knox-Box location on the fence that has been added to the Gate Detail**

Access Road

The proposed site access is via a new 20-ft. wide gravel driveway proposed off Galena Road (1.380 acres).

- 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.
- Section 10-4-13-B.5 of the City's Unified Development Ordinance states off-street parking provided on site shall be paved.
 - **Staff recommends the petitioner have a paved area for off-street parking.**
- Gravel roads are not permitted for vehicle travel.
 - The petitioner's exhibit (C-401 Grading Plan – Access Road) provides a gravel access road pavement section for review and consideration. **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.

- Staff defers to City Engineer.

Accessory Use

Section 10-4-13-A.2 of the City's Unified Development Ordinance states solar and wind farms shall be an accessory to the principal permitted use of a site. Therefore, the area and scale of the solar farm must be less than the primary agricultural land use.

- As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland.

Signage

Per Section 10-4-13B.9.a(1) and (2) of the City's Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm.

- Additionally, 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 be displayed.
- **The emergency contact sign in petitioner's exhibit C-600 C should be revised to provide the dimensions of the emergency contact sign.**

Landscaping

- Defer to Engineering Comments related to landscaping.

Utilities

Per Section 10-4-13B.4 of the Unified Development Ordinance, power and communication lines running in between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

- 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. 6-8) for a wire connection near IL Route 47.

Utility Service Provider

Section 10-4-13-B.4.a of the Unified Development Ordinance states that evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.

- The petitioner has provided a copy of an Interconnection Agreement, as prepared by ComEd dated 02/24/2022.

Special Use Standards

Section 10-8-5-D state specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards.

Easement Access

Section 10-4-13-B.14 of the City's Unified Development Ordinance states an easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.

202400006174
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 06/04/2024 01:35 PM
RECORDING FEE 57.00
PAGES: 6

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2024-25

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT
DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY**

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 28th day of May, 2024

Prepared by and Return to:
United City of Yorkville
651 Prairie Pointe Drive
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 June 4, 2024.

10

Ordinance No. 2024-25

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.

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 28th day of May, A.D. 2024.


CITY CLERK

KEN KOCH	ABSENT	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	ABSENT	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 31st day of May, A.D. 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 MARILEXA	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"

POD 1-E
SINGLE FAMILY B
32.01 acres
89 units

10-E
PARK SITE
6.5 acres

10-E
SCHOOL SITE
15 acres

9-E
COMMERCIAL
33.81 acres

EXISTING
PARK

POD2B-E
SINGLE FAMILY A
11.88 acres
32 units

POD 2A-E
MULTI-PLEX
13.55 acres
124 units

POD 3B-F
MULTI-PLEX A
16.34 acres
138 units

48-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

FPIN 02-08-400-004
96.59 Acres
Phase I

10-E
BIKE TRAIL
1.91 acres

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
18.79 acres
170 units

48-E
OPEN SPACE
2.29 acres
retention

t:t.
westbury
EAST VILLAGE





July 10, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans dated June 11, 2024, and prepared by Atwell
- Stormwater Management Memo dated February 9, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated January 29, 2024, and prepared by Atwell
- Variance Application
- Kendall County Approval Letter
- 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 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)
 - Kendall County for access to Galena Road.
 - IDOT for access to Route 47.

2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
3. A field tile survey will be required.
4. A plat of easement for perimeter and stormwater management easements will be required.
5. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
6. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
7. Truck turning exhibits for delivery and emergency vehicles should be submitted.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The report should be signed and sealed by a Professional Engineer prior to final approval.
10. After discussions with Kendall County it was determined that the following criteria should be used for design of stormwater management systems for solar farms:
 - a. The change from agricultural to native vegetation will not be considered as being hydrologically disturbed.
 - b. Disturbance area should only include areas to be graded or areas where surface type will be changed to impervious area.
11. In the Proposed Conditions section, the narrative says that the "project will flow both undetained and detained offsite". It should be noted that the detention is onsite.
12. The northeast basin should have 1-foot of freeboard.
13. Provide volume calculations for the compensatory storage area.
14. Provide storm sewer calculations.
15. Provide orifice and spillway calculations for the release rates.

Final Engineering Plans

C-000 Cover Sheet

16. The plans shall be signed and sealed by a Professional Engineer prior to final approval.
17. The street address for the City's contacts should be revised to 651 Prairie Pointe.

C-200 Soil Erosion and Sediment Control Plan

18. Silt fence is needed on the west side of the site.
19. The slopes of the detention basins should have erosion control blanket. It's unclear at this scale if it is shown or not.
20. Culvert protection should be shown for the proposed culverts.

C-300 Site Layout Plan

21. Does the driveway off of Rte 47 just end at the floodplain? If traffic is intended to cross the floodplain for construction purposes, then the road should be shown extended.
22. If the Rte 47 driveway is intended to be used as shown, is it necessary to have the HMA apron for the limited traffic that would be using that driveway?

C-402 Grading Plan – Basins

23. Show the proposed grading after the stockpiles are removed.
24. The volume provided for the southwest basin is shown as 103,983 cu ft, but the stormwater report shows a volume of 17,442 cu ft. Confirm the correct volume.
25. Revise the grading on the north end of the southwest basin. Water will pool at the 650 contour in the northwest corner the way it is currently shown.
26. The rim shown on the Southwest Detention Basin Restrictor Manhole detail conflicts with the callout for Restrictor MH-1.
27. The maximum allowable spacing between storm sewer manholes is 500 feet. Add additional manholes as needed.
28. Show drainage flow arrows throughout the site.
29. Show the emergency overland flow route.
30. The top of the embankment for the northeast basin should be 647.00 to provide the required 1-foot of freeboard.
31. The spillways should have a concrete curtain wall for erosion control. See the Unified Development Ordinance - 10-A-7-J.7 for additional details.
32. Detention basins will need to be in a Stormwater Management Easement.

C-600 Standard Details

33. Include a typical section for the detention basins.

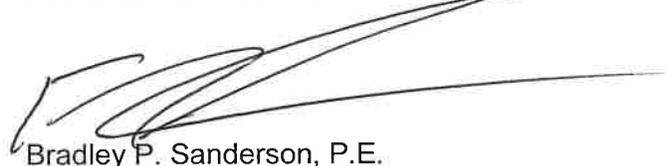
Engineer's Opinion of Probable Decommissioning Costs

- 34. The items with "TBD" quantities should be estimated with a value to get a more accurate total cost.
- 35. The assumptions listed specify that the estimate would be redone every 5 years. The UDO requires the estimate to be redone every 3 years.
- 36. An inflation rate of 3% should be included in the estimate. A note specifying the years used for the lifetime of the project should be added when calculating the inflation costs.

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 Walsh, NexAmp (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

July 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our second landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per recent correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

Two vegetated stormwater management areas were identified on the plans. The hatch legend identifies these areas as "Proposed Basin Seed Mix (To Be Provided with Construction Documents)." Therefore, compliance with species diversity requirements cannot be assessed at this time due to lack of information.

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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

A seed mix has been provided for the previously noted "Native Pollinator Friendly Solar Array Sed Mix". 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.

Tree and shrub totals shown in the “Plant Calculations” tables and “Plant Schedule” do not correspond. Petitioner should clarify and revise as necessary.

Proposed plant sizes are not specified on the plans. Canopy trees must be at least 2.5” caliper, understory trees not less than 1.5” caliper or 6’ tall, evergreen trees at least 6’ tall, and shrubs at least 2’ tall at the time of planting.

Wetlands

Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 13 sheets, prepared by Atwell, most recently dated 6/11/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: October 3, 2023
To: Krysti Barksdale-Noble (Community Development Director)
From: James Jensen (Chief of Police)
Reference: Plan Review – PZC 2023 -
Project Name: Yorkville Renewables, LLC Nexamp Solar Westbury (Nagel)
Applicant Name: Dan and Charene Nagel
Petitioner Name: Christopher F. Clark (Yorkville Renewables, LLC)
Project Number: PZC 2023-
Project Location: 10292 Galena Road, Yorkville, IL (Parcel # 02-08-200-030)

The comments listed below are referenced to the above project:

Signage

Handicapped Signage Required: Yes No
Comments: **N/A**

***Signage must meet MUTCD Standards
**Fine amount must be listed on sign*

Speed Limit Signage Required/Recommended Yes No
School Zone Special Signage Yes No
Special Speed Zone Signage Requested Yes No

No Parking Signage Recommended? Yes No
 No Parking After 2" Snow Fall

No Parking Locations:
• **N/A**

Dedicated Parking signage needed? Yes 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 No
Comments: **N/A**

Pedestrian/Bike Path Crossing Signage? Yes No
Warning Ahead Signs are Required

NO Construction Traffic Signage being requested? Yes No
Location: _____

****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? Yes No

Concerns as listed below:

- **Location of the driveway(s) into Yorkville Renewables**
- **Driveway(s) clearly marked with signage in both directions**
- **Distance from driveway(s) on Galena Road to the intersection of Rt. 47 would be concerning due to vehicle speeds on Galena Road**

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



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Comments: N/A

Ingress / Egress

Entrance/Exits match up with adjacent driveways? Yes No

Total Entrance/Exits for development? 1

Are vehicle entrance/exits safe? Yes No

Are warning signs for cross traffic requested? Yes No

Raised Median & Signage for Right in & Right Out? Yes No

Concerns: _____

Emergency Contact for after hours during construction: **Information needed**

Is this a gated or controlled access development? Yes No

If yes, will Police & Fire have Access? Yes No

Comments: **Will police have access in case of emergency?**

Miscellaneous

Individual Mailboxes? Yes No

Cluster Mailbox Kiosks? Yes No

Will this cause traffic choke points? Yes No

Are sidewalks being planned for the development? Yes No

Are sidewalk crosswalks needed? Yes No

Are there bike paths planned for this project? Yes 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



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Are there other City Ordinance Concerns? Yes No
 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.

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2024-01**

NOTICE IS HEREBY GIVEN THAT Yorkville Renewables, LLC, contract lessee, and Daniel A. and Charene S. Nagel, property owners, petitioners, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification, special use authorization, and a bulk regulation variance approval. The real property is located on the southwest corner of Galena Road and Illinois Route 47. The petitioners are requesting rezoning approval from R-2 Single-Family Traditional Residence District to A-1 Agricultural District. The petitioners are also requesting special use permit approval in pursuant to Section 10-8-5 of the Unified Development Ordinance for a solar farm. Lastly, the petitioners are requesting a bulk regulation variance to Section 10-4-13.B of the Unified Development Ordinance requesting a reduction in the north, west, and south property lines setback from 50 feet to 8 feet.

The legal description is as follows:

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE •OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST

318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL

COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE

SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH

59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15' 48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE

SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

•SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF 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 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00

SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

•SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603•

PINs: 02-05-400-005 and 02-08-200-030

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, September 11, 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

COUNTY, ILLINOIS.



ONE COMPANY.
INFINITE SOLUTIONS.

August 15th, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Atwell, LLC Project No. 22001787

RE: City of Yorkville/EEI
Yorkville Renewables

Ms. Krysti Barksdale-Noble,

Atwell, LLC is in receipt of City of Yorkville's/EEI's review letter, dated July 10, 2024 and Hey and Associates, Inc. review letter dated July 2, 2024, regarding their review of the submittal made for the proposed Yorkville Renewables project off of Galena Road in Yorkville, IL 60560. We have revised the plans according to those comments, and we offer the following responses.

EEI Comments

General Review Comments:

Comment 1: *The following permits may be required 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).*
- *Kendall County for access to Galena Road.*
- *IDOT for access to Route 47.*

Response 1: Acknowledged.

Comment 2: *We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.*

Response 2: Acknowledged.

Comment 3: A field tile survey will be required.

Response 3: A Drain Tile Investigation Survey is the process of being coordinated with Huddleston McBride. A copy of the completed survey will be provided upon receipt.

Comment 4: *A plat of easement for perimeter and stormwater management easements will be required.*

Response 4: Acknowledged, a plat of easement will be provided with final construction drawings/permits.

Comment 5: *The decommissioning bond or letter of credit will need to be 120% of the approved estimate.*

Response 5: Acknowledged, this has been included in the OPC and will be provided with final construction drawings/permits.

Comment 6: *The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.*

Response 6: All comments from the attached landscaping consultant have been addressed.

Comment 7: *Truck turning exhibits for delivery and emergency vehicles should be submitted.*

Response 7: A truck turning exhibit has been provided with this submittal.

Stormwater Management Memo Review Comments:

Comment 8: *A City of Yorkville Stormwater Permit Application should be submitted.*

Response 8: Acknowledged, the Stormwater Permit will be provided with final construction drawings/permits.

Comment 9: *The report should be signed and sealed by a Professional Engineer prior to final approval.*

Response 9: Acknowledged, the revised stormwater memo has been signed and sealed by a Professional Engineer.

Comment 10: *After discussions with Kendall County, it was determined that the following criteria should be used for design of stormwater management systems for solar farms:*

- *The change from agricultural to native vegetation will not be considered as being hydrologically disturbed.*
- *Disturbance area should only include areas to be graded or areas where surface type will be changed to impervious area.*

Response 10: Acknowledged, due to this change in requirement detention basins are no longer requirement for this project.

Comment 11: *In the Proposed Conditions section, the narrative says that the "project will flow both undetained and detained offsite". It should be noted that the detention is onsite.*

Response 11: The detention basins have been removed from the plans and the note revised.

Comment 12: *The northeast basin should have 1-foot of freeboard.*

Response 12: The detention basins have been removed from the plans.

Comment 13: *Provide volume calculations for the compensatory storage area.*

Response 13: The proposed entrance road off of Route 47 is no longer proposing fill within the flood zone. Compensatory storage is no longer required.

Comment 14: *Provide storm sewer calculations.*

Response 14: Calculations for the culverts have been provided as part of this submittal.

Comment 15: *Provide orifice and spillway calculations for the release rates.*

Response 15: The detention basins/spillways have been removed from the plans.

Final Engineering Plans Review Comments:

C-000 Cover Sheet

Comment 16: *The plans shall be signed and sealed by a Professional Engineer prior to final approval.*

Response 16: A seal and signature has been added to the cover sheet.

Comment 17: *The street address for the City's contacts should be revised to 651 Prairie Pointe.*

Response 17: The City address has been updated on the cover sheet.

C-200 Soil Erosion and Sediment Control Plan

Comment 18: *Silt fence is needed on the west side of the site.*

Response 18: A silt fence has been added to the west side of the site.

Comment 19: *The slopes of the detention basins should have erosion control blanket. It's unclear at this scale if it is shown or not.*

Response 19: The detention basins have been removed from the plans.

Comment 20: *Culvert protection should be shown for the proposed culverts.*

Response 20: Permanent riprap protection is proposed for all culverts.

C-300 Site Layout Plan

Comment 21: *Does the driveway off of Rte 47 just end at the floodplain? If traffic is intended to cross the floodplain construction purposes, then the road should be shown extended.*

Response 21: The driveway off of Route 47 is intended only for access to the utility poles along that road. Access to the solar arrays will be off of Galena Road.

Comment 22: *If the Rte 47 driveway is intended to be used as shown, is it necessary to have the HMA apron for the limited traffic that would be using that driveway.*

Response 22: An HMA apron is required by IDOT.

C-402 Grading Plan – Basins

Comment 23: *Show the proposed grading after the stockpiles are removed.*

Response 23: The existing stockpiles are in the process of being removed. Once they are removed the site will be re-surveyed and a copy will be provided to the city.

Comment 24: *The volume provided for the southwest basin is shown as 103,983 cu ft, but the stormwater report shows a volume of 17,442 cu ft. Confirm the correct volume.*

Response 24: The detention basins have been removed from the plans.

Comment 25: *Revise the grading on the north end of the southwest basin. Water will pool at the 650 contour in the northwest corner the way it is currently shown.*

Response 25: The detention basins have been removed from the plans.

Comment 26: *The rim shown on the Southwest Detention Basin Restrictor Manhole detail conflicts with the callout for Restrictor MH-1.*

Response 26: The detention basins have been removed from the plans.

Comment 27: *The maximum allowable spacing between storm sewer manholes is 500 feet. Add additional manholes as needed.*

Response 27: The detention basins and associated storm sewer pipes have been removed from the plans.

Comment 28: *Show drainage flow arrows throughout the site.*

Response 28: Drainage arrows have been added to the grading sheet C-400.

Comment 29: *Show the emergency overland flow route.*

Response 29: The detention basins have been removed from the plans.

Comment 30: *The top of the embankment for the northeast basin should be 647.00 to provide the required 1-foot of freeboard.*

Response 30: The detention basins have been removed from the plans.

Comment 31: *The spillways should have a concrete curtain wall for erosion control. See the Unified Development Ordinance – 10-A-7-J.7 for additional details.*

Response 31: The detention basins and spillways have been removed from the plans.

Comment 32: *Detention basins will need to be in a Stormwater Management Easement.*

Response 32: The detention basins have been removed from the plans.

C-600 Standard Details

Comment 33: *Include a typical section for the detention basins.*

Response 33: The detention basins have been removed from the plans.

Engineer's Opinion of Probable Decommissioning Costs:

Comment 34: *The items with "TBD" quantities should be estimated with a value to get a more accurate total cost.*

Response 34: TBD quantities have been filed in.

Comment 35: *The assumptions listed specify that the estimate would be redone every 5 years. The UDO requires the estimate to be redone every 3 years.*

Response 35: The estimate assumptions were revised to 3 years.

Comment 36: *An inflation rate of 3% should be included in the estimate. A note specifying the years used for the lifetime of the project should be added when calculated the inflation costs.*

Response 36: An inflation rate has been added to the estimate

Hey and Associates Inc. Comments

Building Foundation Landscape Zone

Comment 37: *No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.*

Response 37: Acknowledged.

Parking Area Perimeter Landscape Zone

Comment 38: *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.*

Response 38: Acknowledged.

Parking Area Interior Landscape Zone

Comment 39: *No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.*

Response 39: Acknowledged.

Transition Landscape Zone

Comment 40: *Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area*

containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Response 40: The modified transition zone D has been applied along the eastern fence line. Nexamp asks the city to approve the north and south property line landscaping as proposed. A maintenance plan will be provided with final construction drawings/permits.

Species Diversity Requirements

Comment 41: Two vegetated stormwater management areas were identified on the plans. The hatch legend identifies these areas as "Proposed Basin Seed Mix (To Be Provided with Construction Documents)." Therefore, compliance with species diversity requirements cannot be assessed at this time due to lack of information.

Response 41: The detention basins have been removed from the plans. Species/genus diversity mixtures have been added to the plant schedule.

Tree Preservation and Removal

Comment 42: 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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Response 42: No trees are being removed as part of the project; no tree survey has been completed.

Street Trees

Comment 43: Requirements appear to be met.

Response 43: Acknowledged

General

Comment 44: *A seed mix has been provided for the previously noted “Native Pollinator Friendly Solar Array Sed Mix”. 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.*

Tree and shrub totals shown in the “Plant Calculations” tables and “Plant Schedule” do not correspond. Petitioner should clarify and revise as necessary.

Proposed plant sizes are not specified on the plans. Canopy trees must be at least 2.5” caliper, understory trees not less than 1.5” caliper or 6’ tall, evergreen trees at least 6’ tall, and shrubs at least 2’ tall at the time of planting.

Response 44: The plant calculations and plant schedule have been revised to correspond and include the plant sizes. A maintenance plan will be provided with final construction drawings/permits.

Wetlands

Comment 45: *Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.*

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

Response 45: A 30’ buffer along Rob Roy creek has been shown on the revised plans. A wetland permit will be provided with final construction drawings/permits.

We trust that these responses will satisfy the concerns outlined in your review letter. Should there be any additional questions or concerns, please contact us at (630) 577-0800.

Sincerely,
ATWELL



Lauren Hillis
Engineer



YORKVILLE RENEWABLES

A 4.95MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

GALENA ROAD UNITED CITY OF YORKVILLE, KENDALL COUNTY, BRISTOL TOWNSHIP, ILLINOIS

FINAL SITE PLANS

APPLICANT

YORKVILLE RENEWABLES, LLC
101 NORTH WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
CONTACT: MATT WALSH

CONSULTANT

NEXAMP, INC.
101 NORTH WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
CONTACT: MATT WALSH
E: MWALSH@NEXAMP.COM

CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

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PHONE: (303) 825-7100
E: MKEITH@ATWELL-GROUP.COM
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING - ZONING - LANDSCAPE - SIGNAGE

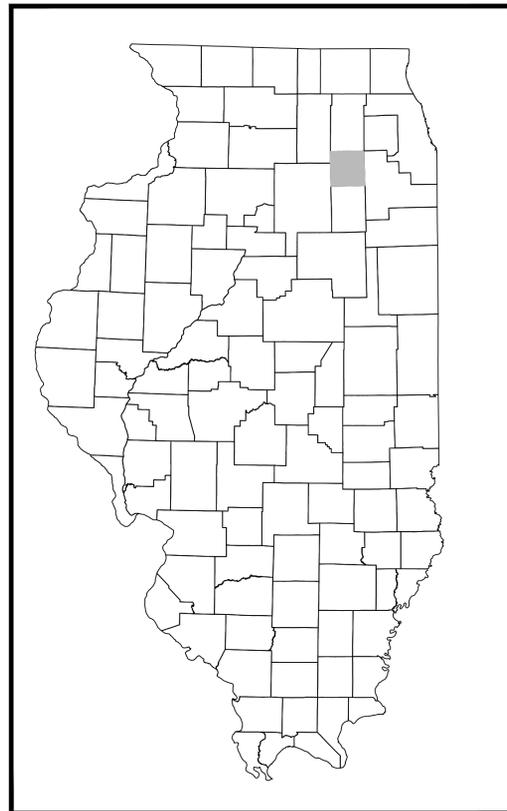
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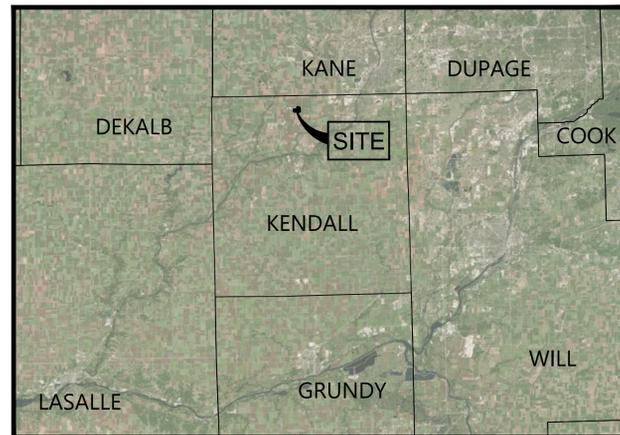
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SHEET INDEX

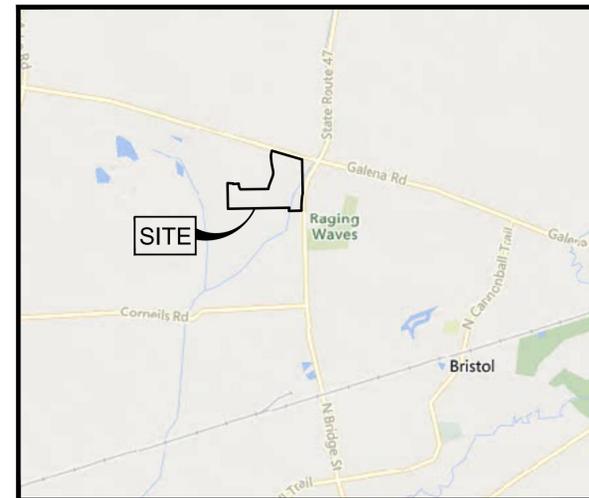
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- C-201 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
- C-300 SITE LAYOUT PLAN
- C-400 GRADING AND STORMWATER PLAN
- C-401 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

9-1-1 ADDRESS

TBD



KENDALL COUNTY
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VICINITY MAP
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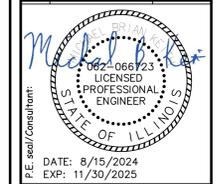


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NAPERVILLE, IL 60563
DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**
GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No: **C-000** Size: D Sheet Rev: **D**

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CAD FILE: 22001767C-000-CV.DWG

LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 49°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

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 POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING 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 THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON 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/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, 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. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-___ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(a) 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 X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED 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 PERFORMED 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 OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.

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ATWELL logo and contact information: 66650.4200, www.atwell-group.com, 1245 EAST DIBBLE ROAD, SUITE 100, YORKVILLE, ILLINOIS 60551, DESIGN FIRM #14-0089976

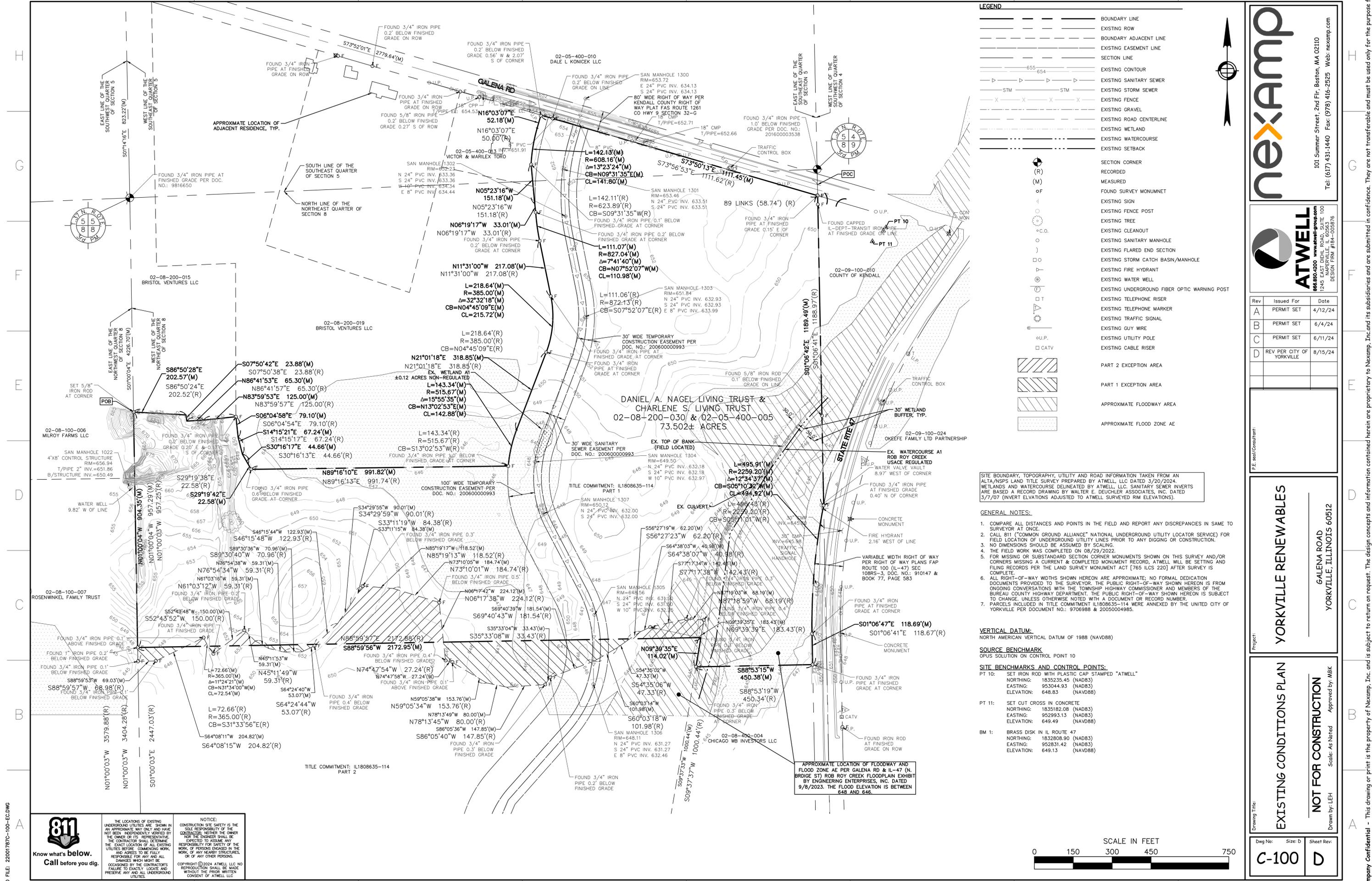
Revision table with columns: Rev, Issued For, Date. Rows A-D detailing permit set and revision dates.

Project: YORKVILLE RENEWABLES, GALENA ROAD, YORKVILLE, ILLINOIS 60512

LEGAL DESCRIPTION, NOT FOR CONSTRUCTION, Scale: As Noted, Approved by: MBK

Dwg No: C-001, Size: D, Sheet Rev: D

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LEGEND

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

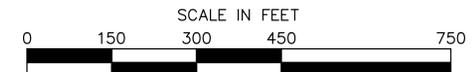
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
 - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
 - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
 - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
 - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
 - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

SOURCE BENCHMARK
OPUS SOLUTION ON CONTROL POINT 10

SITE BENCHMARKS AND CONTROL POINTS:

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
 - EASTING: 953044.93 (NAD83)
 - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
 - EASTING: 952993.13 (NAD83)
 - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
 - EASTING: 952831.42 (NAD83)
 - ELEVATION: 649.13 (NAVD88)



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DESIGN FIRM #184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

EXISTING CONDITIONS PLAN

NOT FOR CONSTRUCTION

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK
Drawn by: LEH

811
Know what's below.
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS 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 OCCURRED 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 OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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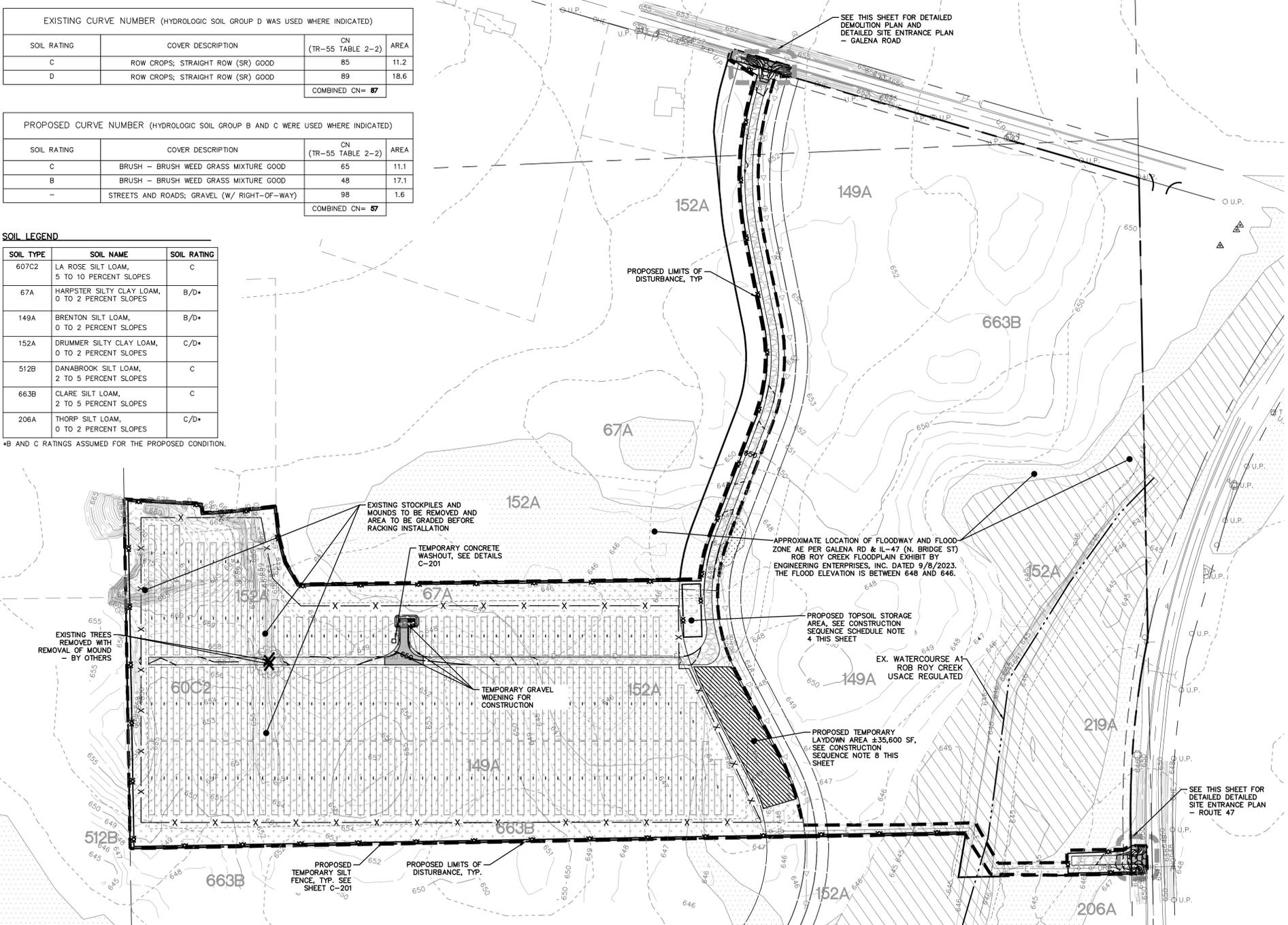
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EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP D WAS USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	11.2
D	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	18.6
		COMBINED CN= 87	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	65	11.1
B	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	48	17.1
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.6
		COMBINED CN= 57	

SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
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	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

*B AND C RATINGS ASSUMED FOR THE PROPOSED CONDITION.



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- LIMITS OF DISTURBANCE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- TEMPORARY SILT FENCE, SEE DETAIL SHEET C-201
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SOILS
- EXISTING UTILITY TO BE REMOVED
- EXISTING UTILITY POLE
- REMOVE EXISTING TREE
- PROPOSED RIPRAP
- TEMPORARY CONSTRUCTION ENTRANCE, SEE DETAIL SHEET C-201
- EROSION CONTROL BLANKET WITH PERMANENT STABILIZATION PER LANDSCAPE PLAN
- PERMANENT STABILIZATION PER LANDSCAPE PLAN
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- TEMPORARY GRAVEL WIDENING FOR CONSTRUCTION
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

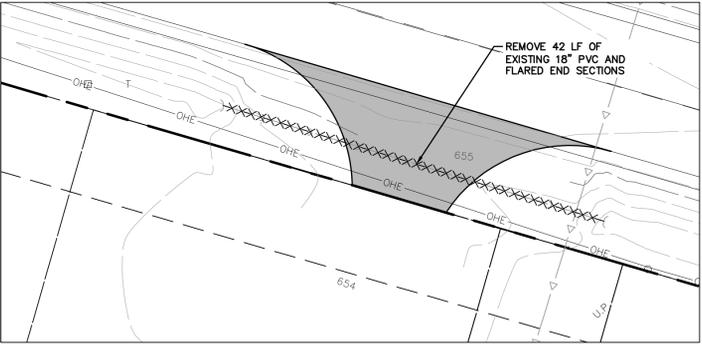
CONSTRUCTION SEQUENCE SCHEDULE

- INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
 - REMOVE EXISTING CULVERT.
 - INSTALL PROPOSED CULVERT AND INLET PROTECTION.
 - INSTALL ACCESS ROAD AT ITS FULL WIDTH WITH THE STABILIZATION CONSTRUCTION ENTRANCE UNDER THE EGRESS LAND TO ENSURE EGRESS TRUCKS ARE PROPERLY CLEANED OF MUD AND DEBRIS PRIOR TO ENTERING THE PUBLIC ROADS.
 - INSTALL SILT FENCE/SILT/STOXX
 - INSTALL SILT FENCE ALONG ALL LIMITS OF DISTURBANCE AREAS.
 - TREE REMOVAL WHERE NECESSARY (CLEAR & GRUB).
 - CONTAIN STOCKPILE LOCATIONS WITHIN SITE AND INSTALL EROSION CONTROL MEASURES AS NECESSARY.
 - INSTALL GRAVEL ACCESS DRIVE. ACCESS DRIVE SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY PRIOR TO SITE CONSTRUCTION.
 - START CONSTRUCTION OF SOLAR PANELS AND UTILITIES.
 - INITIATE TEMPORARY SEEDING WITHIN ONE BUSINESS DAY OF INACTIVITY, THROUGHOUT CONSTRUCTION, DENUDE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
 - REMOVE GRAVEL FOR LAYDOWN AREA, AND SPREAD WITH TOPSOIL. GRAVEL SHALL BE USED TO FILL IN AREAS ON ACCESS ROAD THAT WERE DAMAGED OR RUTTED DURING CONSTRUCTION.
 - PERMANENTLY STABILIZE ALL AREAS. SEE LANDSCAPE PLAN FOR PERMANENT STABILIZATION MIXES.
 - REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION.
- SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY WEEK AND WITHIN 24 HOURS OF THE END OF A STORM OR BY THE END OF THE FOLLOWING BUSINESS DAY AFTER EVERY 0.5 IN. OR GREATER RAINFALL EVENT.

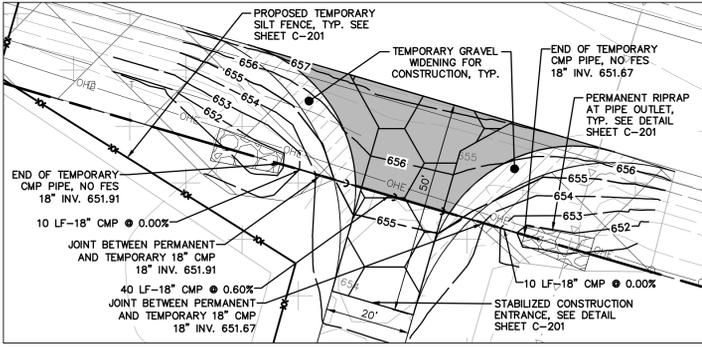
EROSION CONTROL AND SEDIMENTATION NOTES:

- SEE DEMOLITION NOTES SHEET C-601
- AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
- ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEEPED AT THE END OF EACH WORKING DAY.
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
- SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
- 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.
- ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- 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.
- DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
- ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
- OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
- THE OVERALL DEVELOPMENT WILL BE RE-SEEDING AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROPP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- 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.

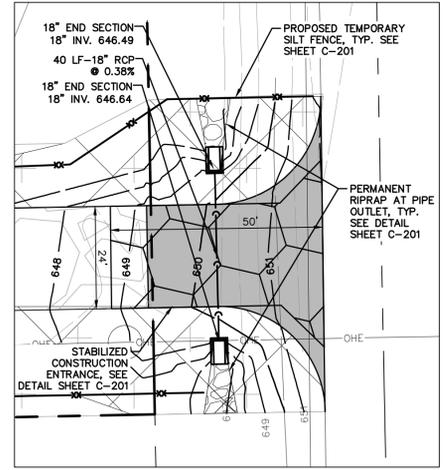
SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	75.51
TOTAL DISTURBED AREA (ACRES)	29.8
EXISTING IMPERVIOUS AREA (ACRES)	0.0
PROPOSED IMPERVIOUS AREA (ACRES)	1.6



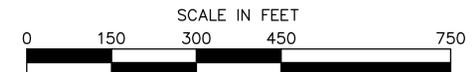
DETAILED DEMOLITION PLAN
SCALE 1" = 20'



DETAILED SITE ENTRANCE PLAN - GALENA ROAD
SCALE 1" = 20'



DETAILED SITE ENTRANCE PLAN - ROUTE 47
SCALE 1" = 20'



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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE 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 ORGANIZATOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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DESIGN, FIRM # 84-0095976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
YORKVILLE, ILLINOIS 60512

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

NOT FOR CONSTRUCTION

Scale: As Noted
Approved by: MBK
Drawn by: LEH

Dwg No: C-200	Size: D	Sheet Rev: D
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SOIL EROSION AND SEDIMENTATION CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
- EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOUSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
- ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
 - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
 - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
 - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
 - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
 - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
 - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
- EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
- ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
- CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
- CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
- ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
- THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

NOTE:
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

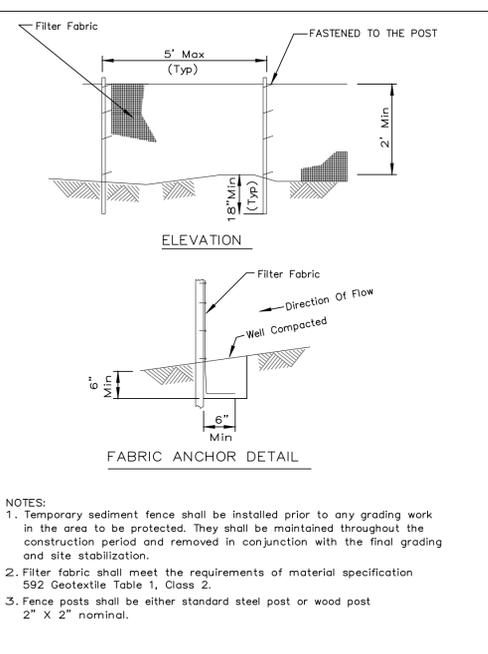
811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED 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. THE OWNER IS NOT EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OR THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SILT FENCE PLAN



- NOTES:**
- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
 - Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

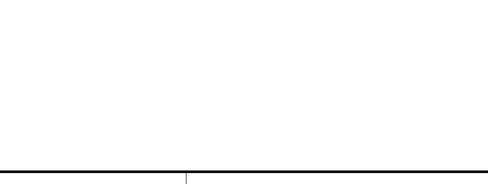
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MAINTENANCE:
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

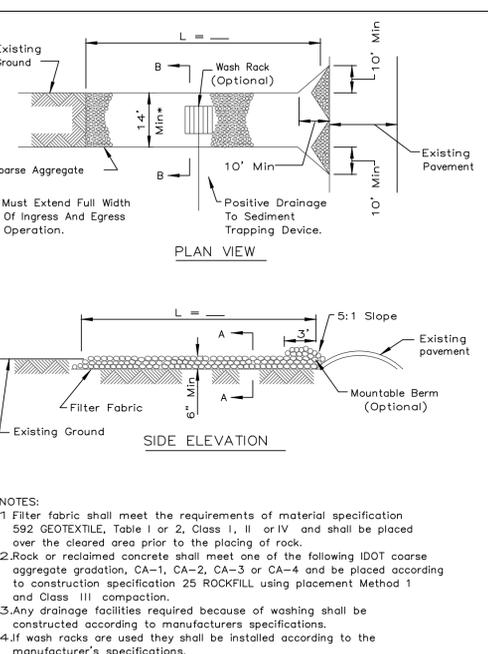
CONCRETE WASHOUT

- INSTALLATION**
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
- INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
 - DESIGNED AND INSTALLED SYSTEMS
 - UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
 - DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
 - A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
 - INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
 - PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
 - PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
 - INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
 - POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
 - WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

- MAINTENANCE**
- INSPECT DAILY AND AFTER EACH STORM EVENT.
 - INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
 - INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
 - INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
 - ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
 - EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
 - PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
 - UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
 - DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
 - THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
 - THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
 - CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING.
 - PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
 - INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
 - WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHALL BE CHECKED LOCALLY.
 - Holes, depressions and other land disturbances associated with the system should be backfilled, graded, and stabilized.



STABILIZED CONSTRUCTION ENTRANCE PLAN



- NOTES:**
- 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.
 - Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
 - Any drainage facilities required because of washing shall be constructed according to manufacturer's specifications.
 - If wash racks are used they shall be installed according to the manufacturer's specifications.

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Project	Date	Date	Date

MAINTENANCE:
1. INSPECT DAILY.
2. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
3. TOP DRESS WITH CLEAN AGGREGATE AS NEEDED.
4. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS.
5. FLUSHING SHOULD ONLY BE USED IF THE WATER CAN BE CONVEYED INTO A SEDIMENT TRAP OR BASIN.

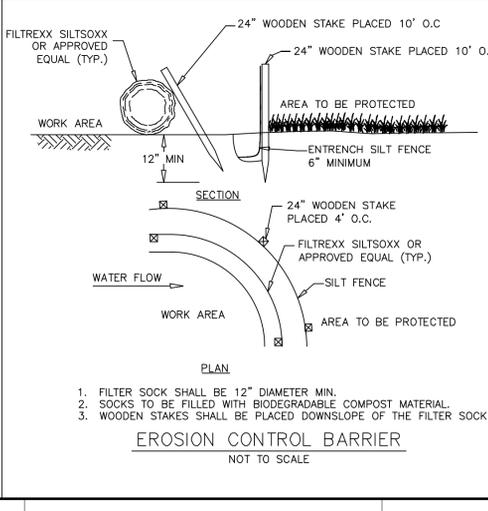
CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

OWNER CERTIFICATION

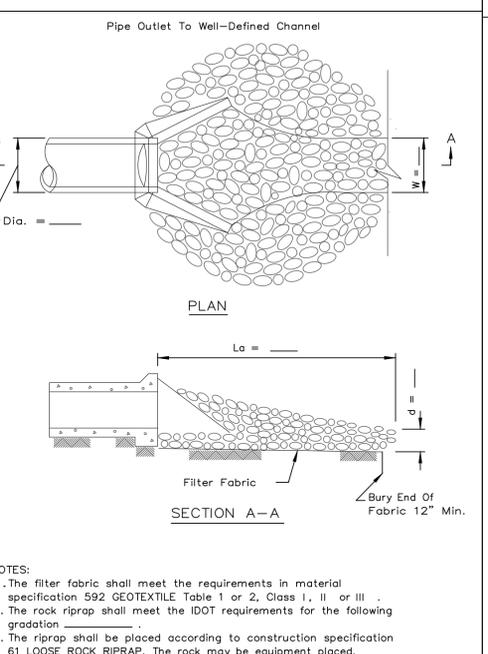
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER _____ DATE _____



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Project	Date	Date	Date

PIPE OUTLET TO CHANNEL



- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
 - The rock riprap shall meet the IDOT requirements for the following gradation.
 - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

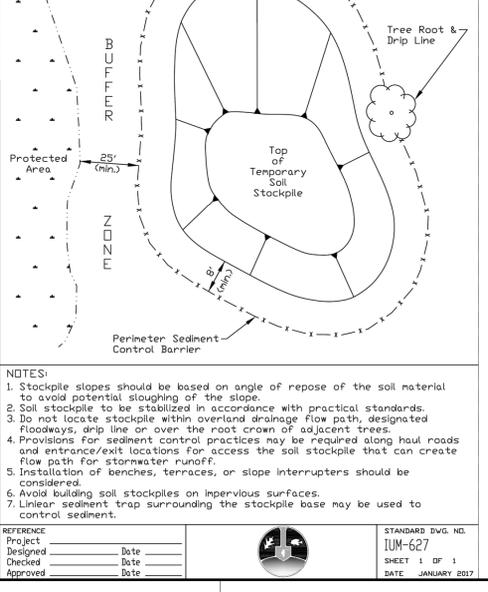
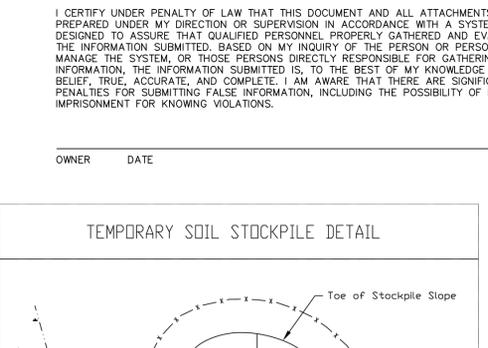
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Project	Date	Date	Date

MAINTENANCE:
INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

OWNER CERTIFICATION

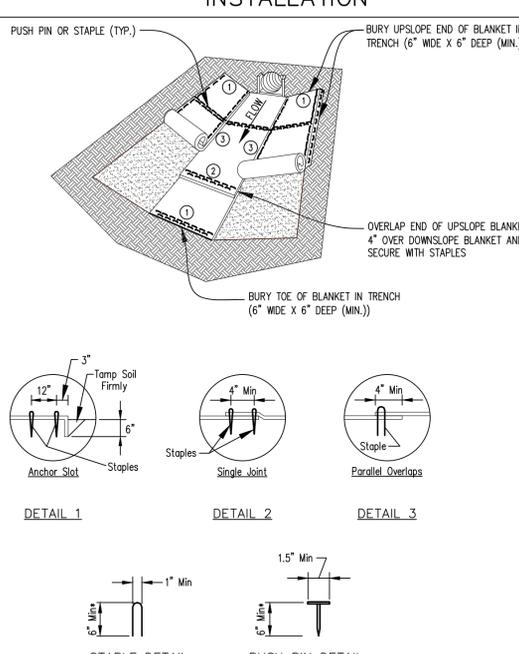
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EROSION CONTROL BLANKET - CHANNEL INSTALLATION



- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
 - The rock riprap shall meet the IDOT requirements for the following gradation.
 - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

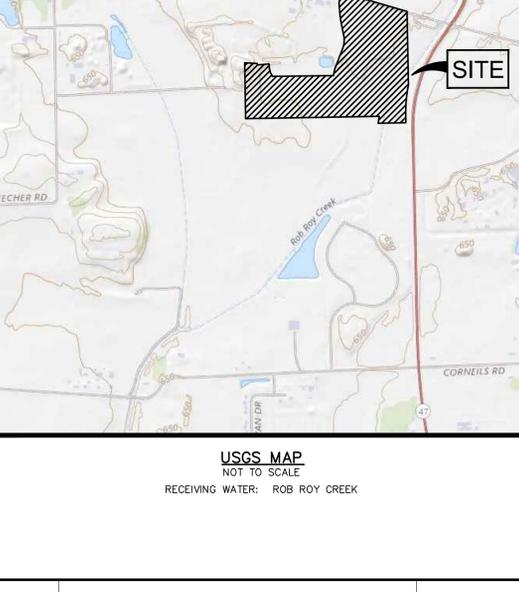
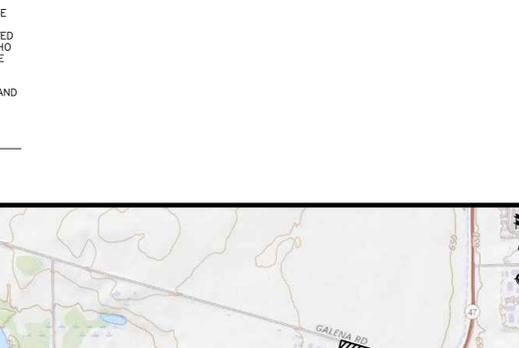
REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

MAINTENANCE:
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND REPAIRS MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.

OWNER CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

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Project	Date	Date	Date

YORKVILLE RENEWABLES

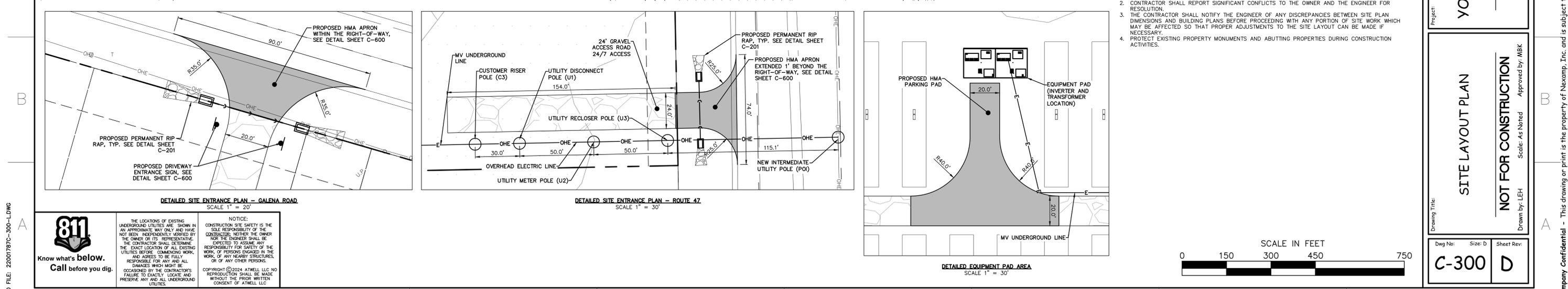
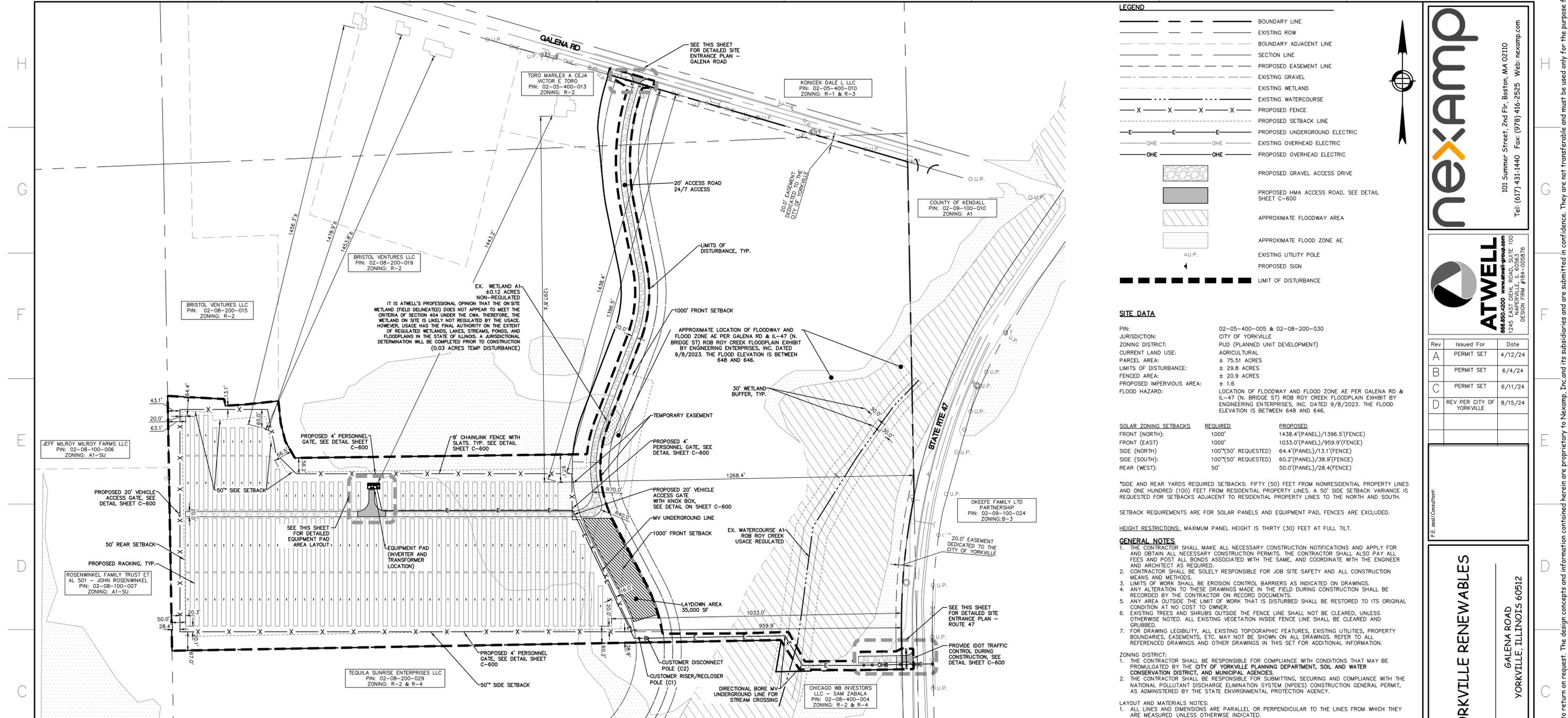
GALENA ROAD
YORKVILLE, ILLINOIS 60512

SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No: **C-201** Size: D Sheet Rev: **D**



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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD
 YORKVILLE, ILLINOIS 60512

SITE LAYOUT PLAN

NOT FOR CONSTRUCTION
 Scale: As Noted Approved by: MBK
 Drawn by: LEH

Dwg No: **C-300** Size: **D** Sheet Rev: **D**

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STORMWATER SUMMARY

DISTURBED AREA: 29.8± ACRES
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS
 ON FOR EXISTING SITE: 87

PROPOSED COVER: BRUSH-WEED-GRASS
 ON FOR PROPOSED SITE: 57

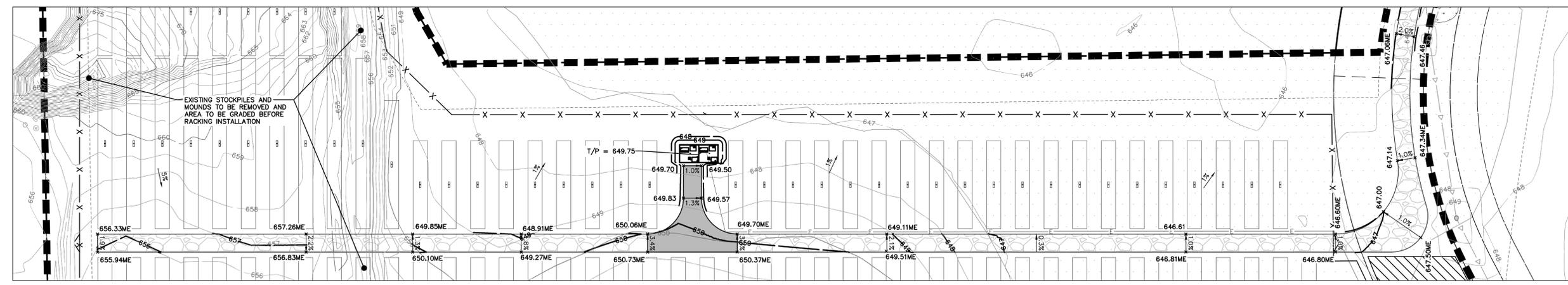
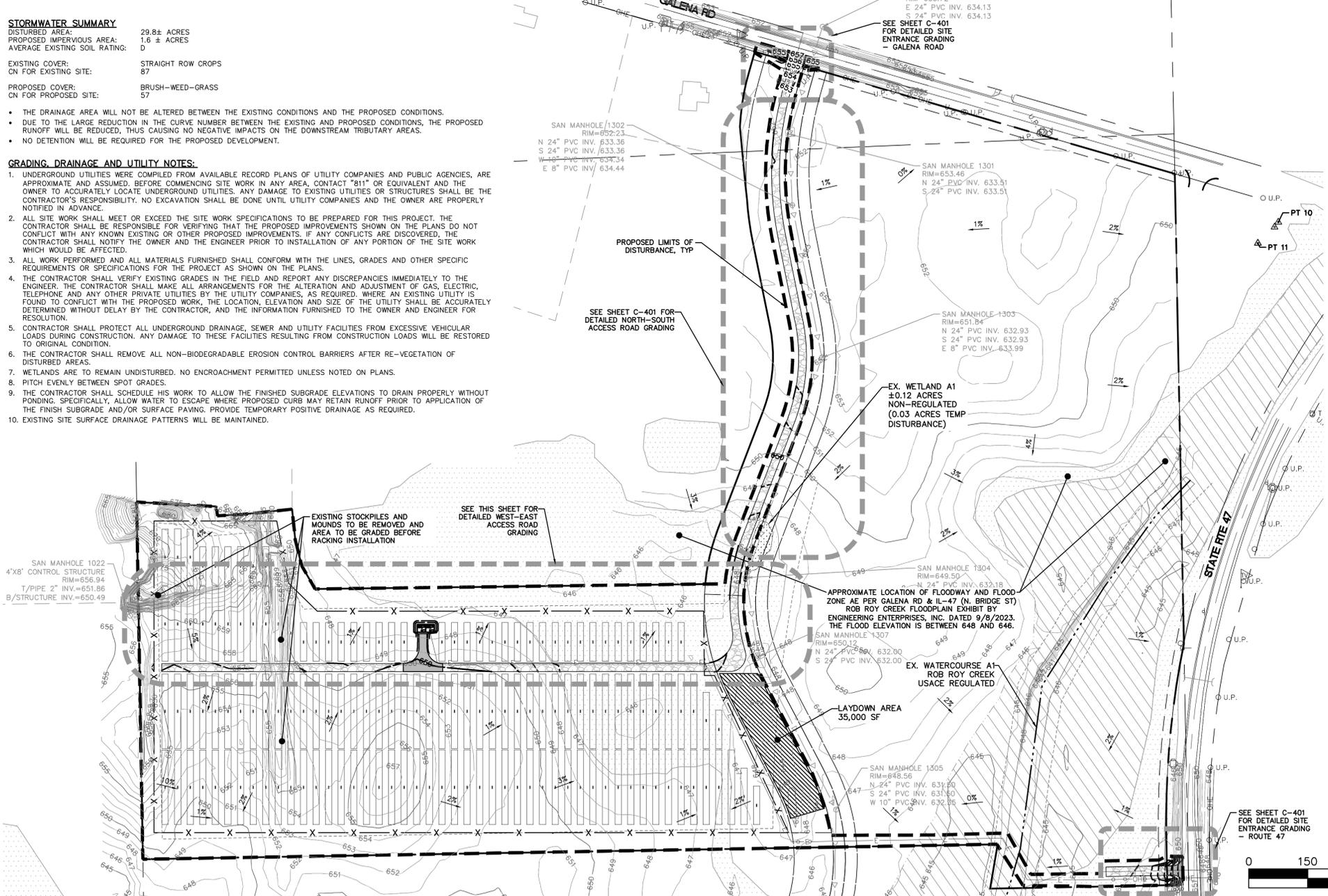
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

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 HIS 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.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED HVA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



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D	REV PER CITY OF YORKVILLE	8/15/24

PE Seal/Consultant:

YORKVILLE RENEWABLES

GALENA ROAD
 YORKVILLE, ILLINOIS 60512

GRADING AND STORMWATER PLAN

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
 Drawn by: LEH

Dwg No: **C-400** Size: D Sheet Rev: **D**

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PLANT CALCULATIONS

ORDNANCE COMPLIANCE MATRIX

Acres: 29.8
 Street Frontage (Galena Rd): 1111.45 feet
 Street Frontage (IL Route 47): 614.60 feet
 East Fence Line Transition zone: 600 feet (+/-)
 North and South Property Line Transition zone: 3275 feet (+/-)
 USDA Zone: 5 (20 degrees to 10 degrees)

Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)

Section 8-1.2.3. GENERAL STANDARDS

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

Ch. 5 DEVELOPMENT STANDARDS (PER NEW UDC)

Section 10-5.3 Landscape requirement

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

PLANT SCHEDULE

SHADE TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
	AC	13	<i>Acer spicatum</i> 'Majestic'	Majestic Sugar Maple	2.5" Cal.	60' Ht.	20%
	GK	13	<i>Ginkgo biloba</i> , spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
	TA	13	<i>Tilia americana</i>	American Linden	2.5" Cal.	40-50' Ht.	20%
	CO	14	<i>Celtis occidentalis</i>	Hickory	2.5" Cal.	30-50' Ht.	23%
	QM	13	<i>Quercus macrocarpa</i>	Bur Oak	2.5" Cal.	120' Ht.	20%
Total		66					
UNDERSTORY TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (SPECIES)
	AG	6	<i>Amelanchier grandiflora</i>	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
	CB	6	<i>Carpinus betulus</i>	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
	CC	6	<i>Cercis canadensis</i>	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
	HW	6	<i>Hamelis virginiana</i>	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
	SI	6	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
Total		30					
EVERGREEN TREES	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (SPECIES)
	PA	4	<i>Prunus abies</i> 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
	PO	4	<i>Prunus americana</i> 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
	JS	3	<i>Juniperus scopulorum</i> 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
	PF	3	<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
Total		14					
SHRUBS	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
	CS	99	<i>Cornus sericea</i>	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
	EA	107	<i>Euthymus alatus</i>	Winged Euthymus	2" Ht.	8-12' Ht.	21%
	IB	106	<i>Ilex decidua</i>	Wingnut	2" Ht.	7-10' Ht.	21%
	SN	99	<i>Sambucus nigra canadensis</i>	Common Elderberry	2" Ht.	8-12' Ht.	19%
	CA	97	<i>Corylus americana</i>	American Hazelnut	2" Ht.	10' Ht.	19%
Total		508					

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- EXISTING OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- EXISTING WETLAND
- EXISTING WATERCOURSE
- PROPOSED FENCE

- [Pattern] PROPOSED GRAVEL ACCESS DRIVE
- [Pattern] PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- [Pattern] PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
- [Pattern] PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
- [Pattern] APPROXIMATE FLOODWAY AREA
- [Pattern] APPROXIMATE FLOOD ZONE AE

- o.u.p. EXISTING UTILITY POLE
- o EXISTING SHRUB
- o PROPOSED SHADE TREE
- o PROPOSED UNDERTORY TREE
- o PROPOSED EVERGREEN TREE

PLANTING NOTES:

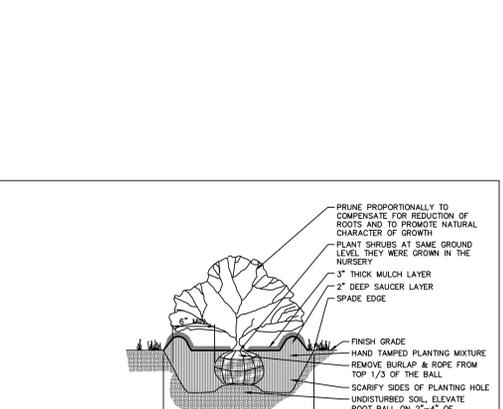
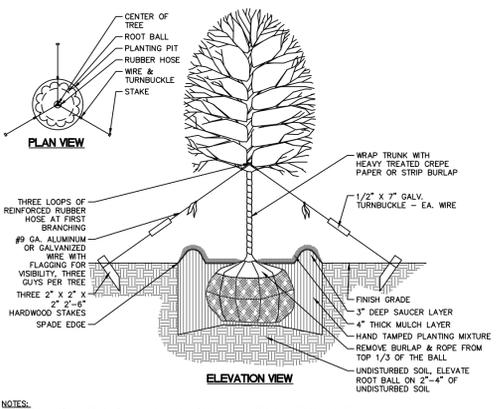
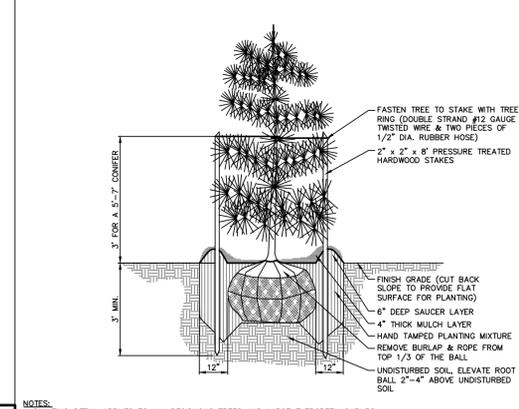
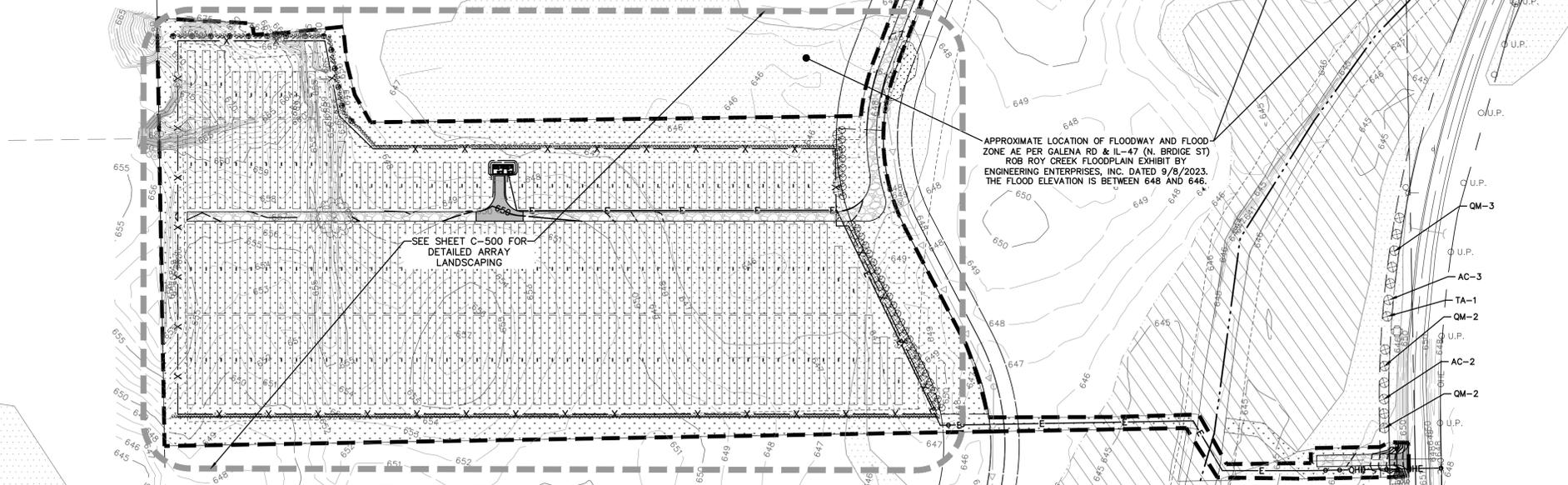
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- 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.
- 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.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



Yorkville Solar Proposed Array Mix
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m ²	Total
Grasses				
Sideoats Grama	<i>Bouteloua curtipendula</i>	19.83%	5.0	2.28 PLS/lb
Prairie Blume	<i>Bromus kalmii</i>	0.67%	0.3	0.10 PLS/lb
Prairie Owl Sedge	<i>Carex brexor</i>	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	<i>Carex bicknellii</i>	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	<i>Carex molleata</i>	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	<i>Carex vaginosa</i>	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	<i>Elymus villosus</i>	6.52%	1.5	0.75 PLS/lb
Little Bluestem	<i>Schizachyrium scoparium</i>	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	<i>Sporobolus heterolepis</i>	0.43%	0.3	0.05 PLS/lb
Forbs				
Common Yarrow	<i>Achillea millefolium</i>	0.48%	3.6	0.08 PLS/lb
Hooding Onion	<i>Allium canadense</i>	0.26%	0.1	0.03 PLS/lb
Lead Plant	<i>Amorpha canadensis</i>	1.44%	1.0	0.17 PLS/lb
Canada Anemone	<i>Anemone canadensis</i>	0.05%	0.0	0.01 PLS/lb
Wild Columbine	<i>Aquilegia canadensis</i>	0.05%	0.1	0.01 PLS/lb
Common Milkweed	<i>Asclepias syriaca</i>	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	<i>Asclepias tuberosa</i>	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	<i>Astragalus canadensis</i>	1.18%	0.8	0.14 PLS/lb
Calico Aster	<i>Symphoricarpos lateriflorum</i>	0.05%	0.5	0.01 PLS/lb
Orange Gaillardia	<i>Chamaecrista fasciculata</i>	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	<i>Dalea candida</i>	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	<i>Dalea purpurea</i>	6.55%	5.0	0.75 PLS/lb
Queen Gaillardia	<i>Gaillardia florida</i>	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	<i>Liatris pycnostachya</i>	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	<i>Pycnanthemum virginianum</i>	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	<i>Rosa arkansana</i>	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	<i>Rudbeckia hirta</i>	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	<i>Solidago nemoralis</i>	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	<i>Solidago ohioensis</i>	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	<i>Symphoricarpos latifolius</i>	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	<i>Tridactmia orientalis</i>	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	<i>Thalictrum flavum</i>	1.96%	1.8	0.18 PLS/lb
Garden Alexanders	<i>Zizia aurea</i>	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.
 Northern L. poorly drained B.



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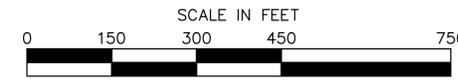
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NOTES:
1. PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
2. SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
3. CONTRACTOR SHALL PRUNE PER TREE PRUNING DETAIL AS NEEDED.
4. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
5. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
6. REMOVE TREE RINGS, AND CUTS/STAKES ONE YEAR AFTER INSTALLATION.
7. WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.
8. TREE SHALL BE PLACED IN SAME ORIENTATION AS IT WAS GROWN AT THE NURSERY.
9. PLANTING MIXTURE SHALL INCLUDE:
• 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
• 4 PARTS NATIVE SOIL
• 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE

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NOTES:
1. PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISH GRADE.
2. IF ROOTBALL IS WRAPPED IN NON-Biodegradable BURLAP, REMOVE ENTIRE WRAP AFTER PLACED IN PIT.
3. PLANTING MIXTURE SHALL INCLUDE:
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• 4 PARTS NATIVE SOIL
• 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE



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B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES

GALENA ROAD
YORKVILLE, ILLINOIS 60512

LANDSCAPE PLAN

NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
 Drawn by: LEH

Dwg No: C-500 Size: D Sheet Rev: D

CAD FILE: 22001757C-500-LS.DWG

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DETAILED ARRAY LANDSCAPING
SCALE 1" = 60'

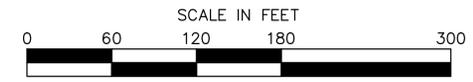


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P.E. seal/Consultant:

Project: **YORKVILLE RENEWABLES**
GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **DETAILED LANDSCAPE PLAN**
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

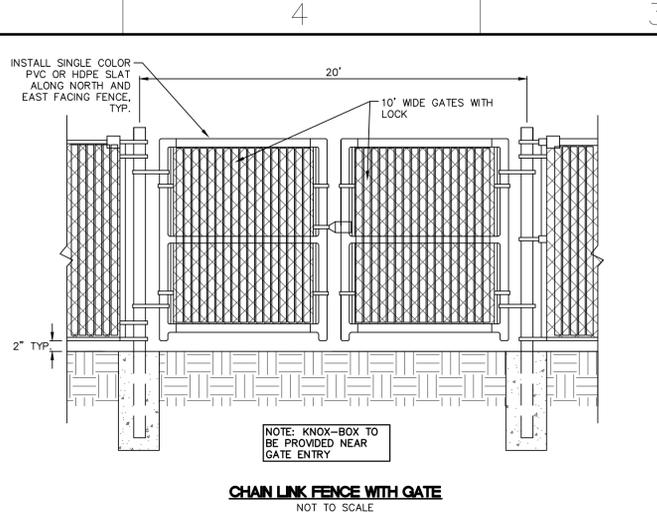
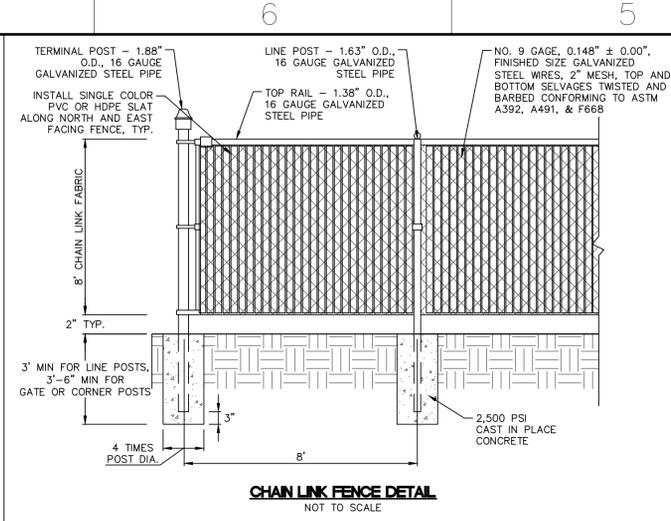
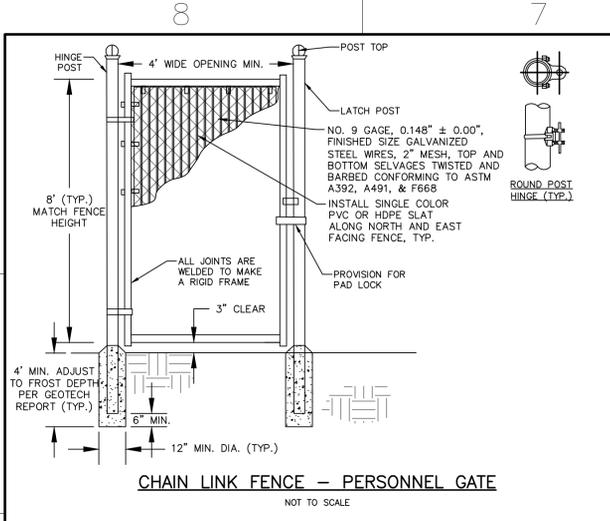
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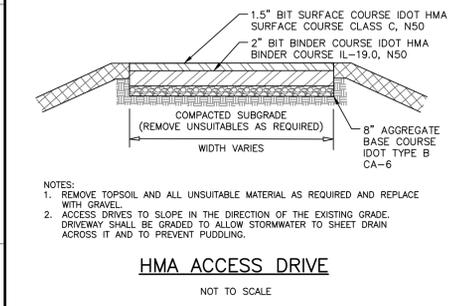
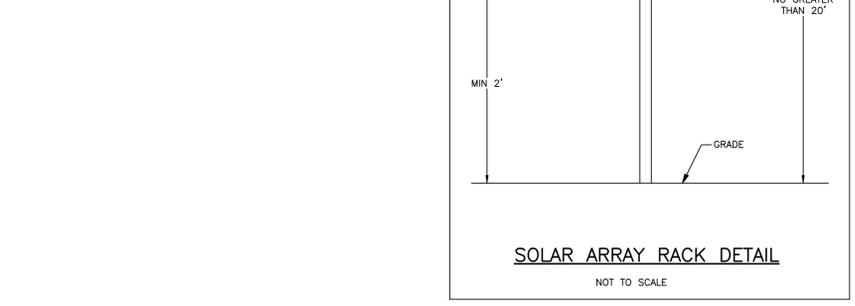
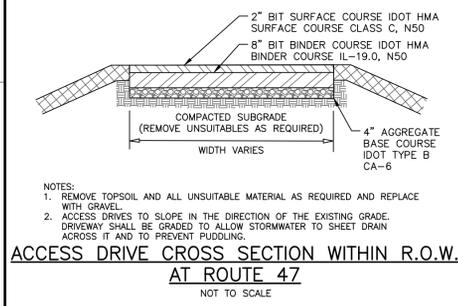
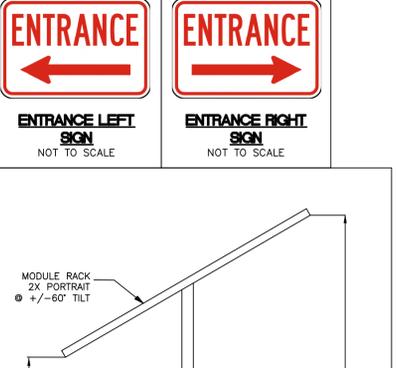
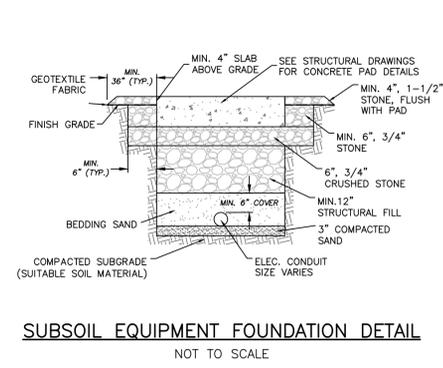
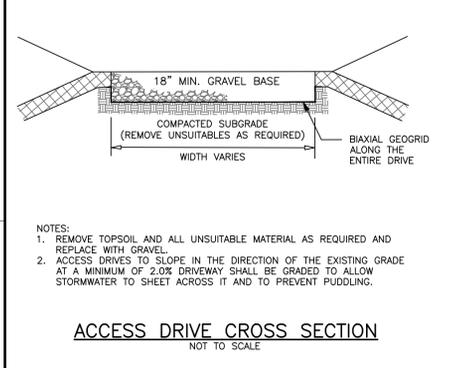
**IN THE EVENT OF AN EMERGENCY
PLEASE DIAL 9-1-1**

FOLLOWED BY A SECOND CALL TO:
857-239-0057

YOUR LOCATION IS:
TBD, Galena Road
Yorkville, IL 60512

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

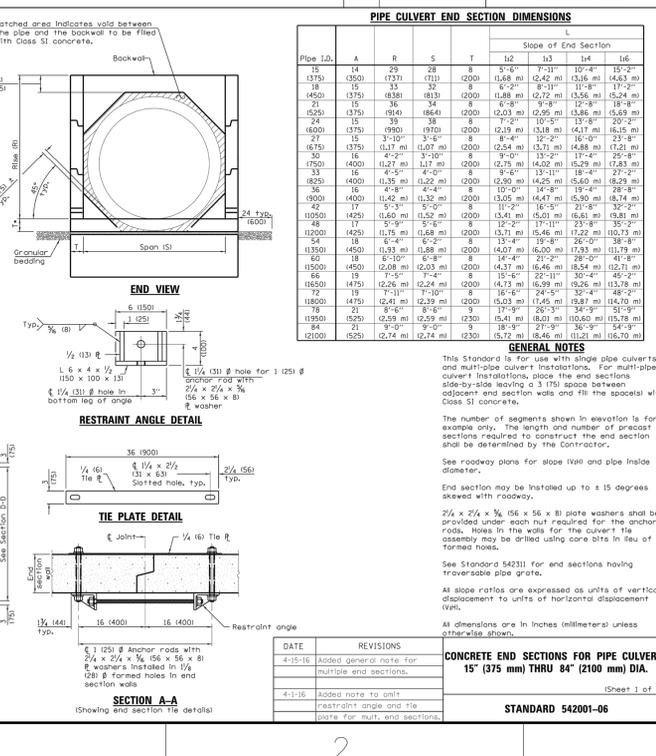
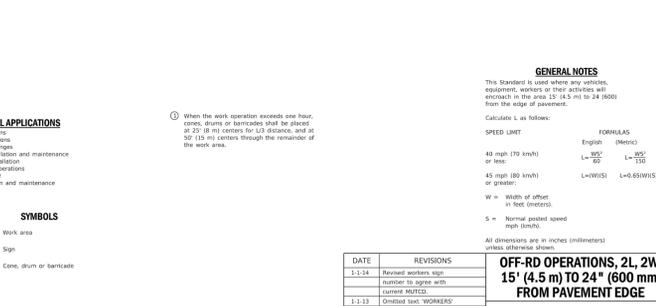
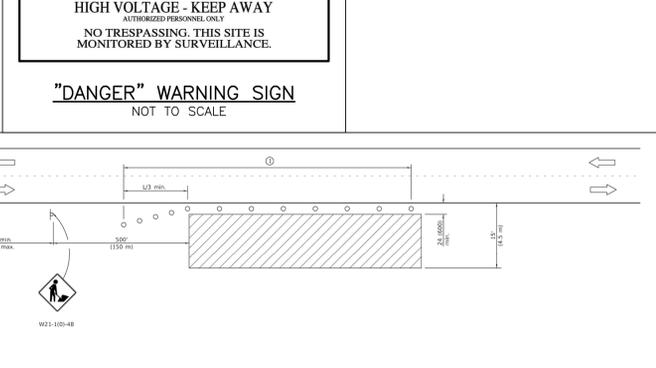
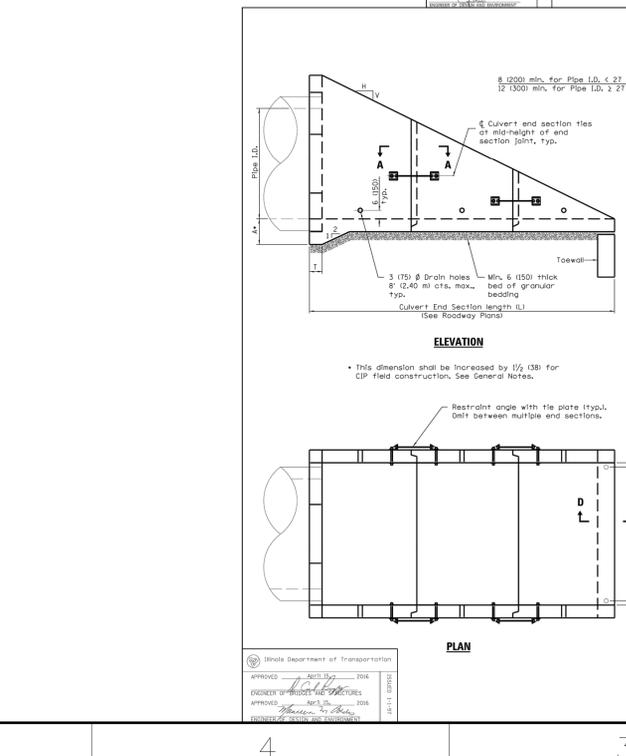
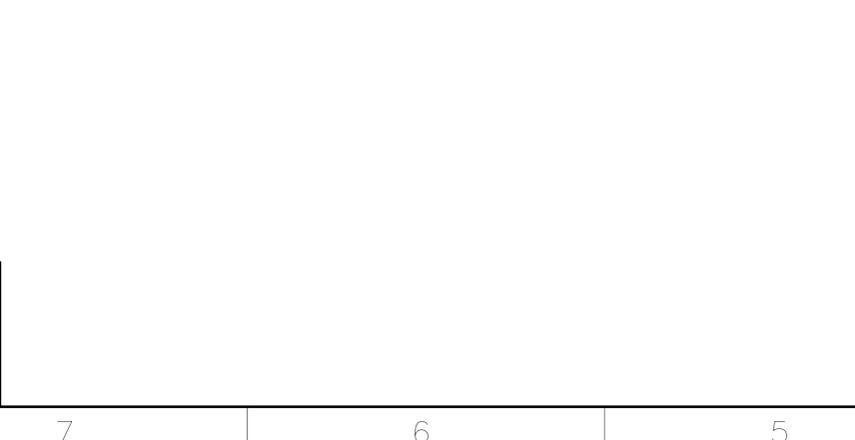


**Know what's below.
Call before you dig.**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE 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 AGREE 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, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES

GALENA ROAD
YORKVILLE, ILLINOIS 60512

Project: YORKVILLE RENEWABLES

STANDARD DETAILS

NOT FOR CONSTRUCTION

Scale: As Noted
Drawing Title: LEH
Approved by: MBK

Dwg No: Size: D Sheet Rev: D

C-600

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AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) AND ILLINOIS DEPARTMENT OF AGRICULTURE (IDOA) CONSTRUCTION NOTES

- GUY WIRES AND ANCHORS
 - BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, IN AREAS OF CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM INSTEAD ALONG EXISTING UTILITY LINES AND ON LAND OTHER THAN CROPLAND, WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND.
- UNDERGROUND CABLING DEPT
 - UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE FENCE OF THE SOLAR PANELS SHALL BE BURIED WITH:
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND OR OTHER NON-CROPLAND CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
- TOPSOIL REMOVAL AND REPLACEMENT
 - 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 SHALL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
 - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
 - WHEN BACKFILLING AN EXCAVATION SITE, BEST EFFORTS SHALL BE USED TO ENSURE THE STOCKPILED SUBSOIL MATERIAL WILL BE PLACED BACK INTO THE EXCAVATION SITES BEFORE REPLACING THE TOPSOIL.
 - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
 - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
 - 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 TRENCH, 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.
 - 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 RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- 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:
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR AND OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERGROUND AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
 - 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 CONTRACTOR SHALL PROVIDE THE OWNER, 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.
 - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE
 - IF DRAINAGE TILE LINES ARE DAMAGED BY THE FACILITY, THE CONTRACTOR 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 DISTURBED ADJACENT TILE LINES.
 - 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.
 - 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.
 - 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.
 - 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 ACCEPTABLE TO THE LANDOWNER AND THE OWNER.
 - REPAIR OF COMPACTION AND RUTTING
 - AFTER THE TOPSOIL HAS BEEN REPLACED, ALL AREAS THAT ARE NOT DIRECTLY UNDER PHOTOVOLTAIC PANELS THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION EQUIPMENT SHALL BE RIPPED AT LEAST 18 INCHES DEEP, AND ALL PASTURE AND WOODED AREAS SHALL BE RIPPED AT LEAST 12 INCHES DEEP TO THE EXTENT PRACTICABLE. THE EXISTENCE OF TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS DEPTH, THE DISTURBED AREA SHALL THEN BE DISKED.
 - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON LAND ADJACENT TO THE FACILITY.
 - THE CONTRACTOR SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION.
 - CONSTRUCTION DURING WET WEATHER
 - EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND WHERE NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WET WEATHER CONDITIONS ARE TO BE DETERMINED ON A FIELD BY FIELD BASIS AND NOT FOR THE PROJECT AS A WHOLE.
 - CONSTRUCTION ACTIVITIES ON PREPARED 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 CONTRACTOR IN WET WEATHER CONDITIONS.
 - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES SHALL BE DONE ONLY WHEN WORK SHALL NOT RESULT IN RUTTING CREATING A MIXING OF SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING SHALL BE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT.
 - WEED/VEGETATION CONTROL
 - THE CONTRACTOR SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. SPRAYING SHALL BE DONE BY A PESTICIDE APPLICATOR THAT IS APPROPRIATELY LICENSED FOR DOING SUCH WORK IN THE STATE OF ILLINOIS.

DECOMPACTION NOTES

- DECOMPACTION IS REQUIRED WHEN ALL THREE CONDITIONS APPLY.
 - THE AREA HAS BEEN TRAFFICKED OR TRAVERSED BY VEHICLES OR CONSTRUCTION EQUIPMENT, AND THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
 - THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
 - THE SOIL STRENGTH (PSI) IN THE RIGHT-OF-WAY AREA IS GREATER THAN THAT OF THE NON-TRAFFICKED AREA.
- AN ENVIRONMENTAL AND/OR AGRICULTURAL INSPECTOR (AI), WITH EXPERIENCE AND TRAINING IN THE PROPER IDENTIFICATION OF COMPACTED SOIL AND OPERATION METHODS OF DEEP DECOMPACTION TOOLS IS REQUIRED TO OBSERVE THE DAILY OPERATION OF THE RIPPER/SUBSOILER TO ENSURE THE CONDITIONS ARE APPROPRIATE FOR DECOMPACTION EFFORTS AND THAT THE PROPER EQUIPMENT IS UTILIZED AND THAT EQUIPMENT IS SET-UP AND OPERATED CORRECTLY.
- TO ACHIEVE THE MOST EFFECTIVE SHATTER OF THE COMPACTED SOIL THE FOLLOWING GUIDELINES HAVE BEEN ESTABLISHED:
 - CONDUCT RIPPING WHEN THE SOIL IS DRY, FOLLOW THE SOIL PLASTICITY TEST PROCEDURES TO DETERMINE IF SOIL CONDITIONS ARE ADEQUATELY DRY TO CONDUCT DECOMPACTION EFFORTS.
 - DEEP RIPPING SHALL BE CONDUCTED USING A RIPPER OR SUBSOILING TOOL WITH A SHANK LENGTH OF NO LESS THAN 18 INCHES AND A SHANK SPACING OF APPROXIMATELY THE SAME MEASUREMENT AS THE SHANK LENGTH.
 - USE A RIPPER WITH A KNIFE LENGTH OF NO LESS THAN 2 INCHES MORE THAN THE DESIRED DEPTH OF DECOMPACTION.
 - TO BEST PROMOTE REVEGETATION AND RESTORE CROP PRODUCTION, A TOTAL DEPTH OF 30 OR MORE INCHES OF SOIL (TOPSOIL PLUS SUBSOIL) IS REQUIRED.
 - THE MINIMUM DEPTHS OF DECOMPACTION STATED ABOVE IN 3.D. ARE REQUIRED WHERE POSSIBLE, A SAFE DISTANCE FROM SUB-SURFACE STRUCTURES (TILE DRAINS, PIPELINES, BURIED UTILITIES, BEDROCK, ETC.) MUST BE MAINTAINED AT ALL TIMES. WHERE SUCH STRUCTURES EXIST, A LESSER DEPTH OF DECOMPACTION WILL BE REQUIRED TO PREVENT DAMAGE TO EQUIPMENT AND THE STRUCTURES AS WELL AS TO MAINTAIN A SAFE WORK ENVIRONMENT. THE ALLOWABLE DECOMPACTION DEPTH IN THESE INSTANCES WILL BE DETERMINED ON A SITE BY SITE BASIS.
 - WHEN THE KNIVES ARE IN THE SOIL TO THE DESIRED DEPTH, THE TONGUE OF THE RIPPER SHOULD BE PARALLEL TO THE SURFACE OF THE GROUND.
 - SELECT A TRACTOR THAT HAS ENOUGH HORSEPOWER TO PULL THE RIPPER AT A SPEED OF 1.5 TO 2 MPH AND WHOSE FOOTPRINT IS OF EQUAL OR LESSER WIDTH THAN THE RIPPER. TRACKED EQUIPMENT IS PREFERRED AND TYPICALLY REQUIRED TO ACHIEVE THIS CRITERIA.
 - THE RIPPER SHANKS SHOULD NOT CREATE RUTS, CHANNELS, OR MIXING OF THE SUB-SOIL WITH TOPSOIL. A SPEED OF 1.5 TO 2 MPH IS RECOMMENDED TO MINIMIZE THE RISK OF RUTTING AND SOIL MIXING. THE IDEAL OPERATING SPEED CAN VARY WITH SOIL CHARACTERISTICS, TRACTOR AND RIPPER TOOL USED. AN EXCESSIVE TRAVEL SPEED WILL OFTEN INCREASE MIXING OF SOIL HORIZONS.
 - WHEN THE EQUIPMENT IS SET UP AND OPERATED CORRECTLY, THE RIPPER SHOULD CREATE A WAVE ACROSS THE SURFACE OF THE GROUND AS IT LIFTS AND DROPS THE SOIL.
 - MAKE ONE RIPPING PASS THROUGH THE COMPACTED AREA. USING A PENETROMETER, THE AI WILL MEASURE THE PSI BETWEEN THE RIPPED KNIFE TRACKS TO DETERMINE IF THE SINGLE RIPPING PASS WAS SUCCESSFUL. ADDITIONAL PASSES SHOULD ONLY BE USED WHERE NEEDED AS THEY MAY REDUCE THE EFFECTIVENESS OF THE RIPPING BY RECOMPACTION OF THE SOIL SHATTERED IN THE PREVIOUS PASS.
 - IF THE FIRST PASS DOES NOT SUCCESSFULLY DECOMPACT THE SOIL, ADDITIONAL PASSES WILL BE NEEDED. ADDITIONAL PASSES OF THE RIPPER BE NEEDED TO ACHIEVE DECOMPACTION BETWEEN THE KNIFE TRACKS OF THE RIPPER TOOL. THE SUBSEQUENT PASSES SHOULD BE POSITIONED SO THE KNIFE TRACKS FROM THE PREVIOUS PASS ARE SPLIT BY THE SECOND PASS. IF THREE OR MORE PASSES HAVE BEEN MADE AND SUFFICIENT DECOMPACTION HAS NOT YET BEEN ACHIEVED, THE AI MAY CHOOSE TO HALT FURTHER DECOMPACTION EFFORTS IN THAT AREA UNTIL CONDITIONS IMPROVE OR BETTER METHODS ARE DETERMINED.
 - FOLLOWING RIPPING, ALL STONE AND ROCK THREE OR MORE INCHES IN SIZE WHICH HAS BEEN LIFTED TO THE SURFACE SHALL BE COLLECTED AND REMOVED FROM AGRICULTURAL AREAS.
 - AFTER RIPPING HAS BEEN CONDUCTED, DO NOT ALLOW UNNECESSARY TRAFFIC ON THE RIPPED AREA.
 - IN AGRICULTURAL LANDS AND CROPLANDS THAT WILL NOT BE REPLANTED TO VEGETATION AS SHOWN ON THE PLANS, RECOMMEND TO LANDOWNERS TO PLANT A COVER CROP (CEREA RYE, CLOVER, ALFALFA, TILLAGE RADISH, TURNIPS, ETC.) FOLLOWING DECOMPACTION. REDUCED COMPACTION CREATED BY THE RIPPER PASS WILL NOT REMAIN OVER TIME WITHOUT SUBSEQUENT ROOT PENETRATION. ROOT PENETRATION INTO THE SHATTERED SOIL IS NECESSARY TO ESTABLISH PERMANENT STABILIZED CHANNELS TO CONDUCT AIR AND WATER INTO THE SOIL PROFILE. TWO GOOD SOURCES FOR LANDOWNER COVER CROP EDUCATION ARE:
 - HTTP://WWW.MCCS.MSU.EDU/CC/NO/CROPBYCROP.HTML AND
 - HTTP://WWW.CODEV.ANR.MSU.EDU//. FOR LOCAL EXPERTISE, CONSULT WITH YOUR COUNTY'S SOIL AND WATER CONSERVATION DISTRICT, USDA NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OFFICE FOR COVER CROP SELECTION AND COMPLIANCE WITH NRCS PLANTING DEADLINES.

SOIL PLASTICITY TEST PROCEDURES

- THE AGRICULTURAL INSPECTOR WILL TEST THE CONSISTENCY OF THE SURFACE SOIL TO A DEPTH OF APPROXIMATELY 4 TO 8 INCHES USING THE FIELD PLASTICITY TEST PROCEDURE DEVELOPED FROM THE ANNUAL BOOK OF ASTM STANDARDS, PLASTIC LIMIT OF SOILS (ASTM D-4318).
- PULL A SOIL PUG FROM THE AREA TO BE TILLED, MOVED, OR TRAFFICKED TO A DEPTH OF 4-8 INCHES.
 - ROLL A PORTION OF THE SAMPLE BETWEEN THE PALMS OF THE HANDS TO FORM A WIRE WITH A DIAMETER OF ONE-EIGHTH INCH.
 - THE SOIL CONSISTENCY IS:
 - TILLABLE (ABLE TO BE WORKED) IF THE SOIL WIRE BREAKS INTO SEGMENTS NOT EXCEEDING 3/8 OF AN INCH IN LENGTH.
 - PLASTIC (NOT TILLABLE) IF THE SEGMENTS ARE LONGER THAN 3/8 OF AN INCH BEFORE BREAKING.
 - THIS PROCEDURE IS TO BE USED TO AID IN DETERMINING WHEN SOIL CONDITIONS ARE DRY ENOUGH FOR CONSTRUCTION ACTIVITIES TO PROCEED.
 - ONCE THE SOIL CONSISTENCY HAS BEEN DETERMINED TO BE OF ADEQUATE DRYNESS, THE PLASTICITY TEST IS NOT REQUIRED AGAIN UNTIL THE NEXT PRECIPITATION EVENT.

DEMOLITION NOTES

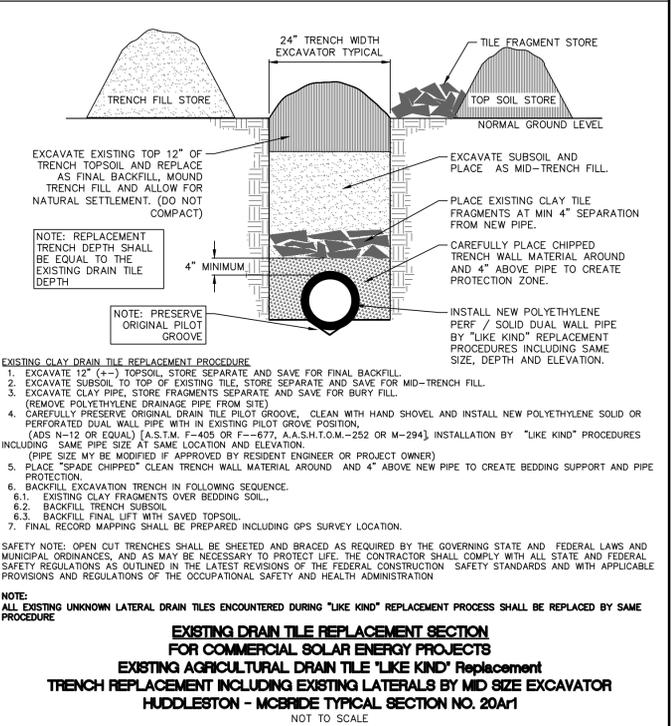
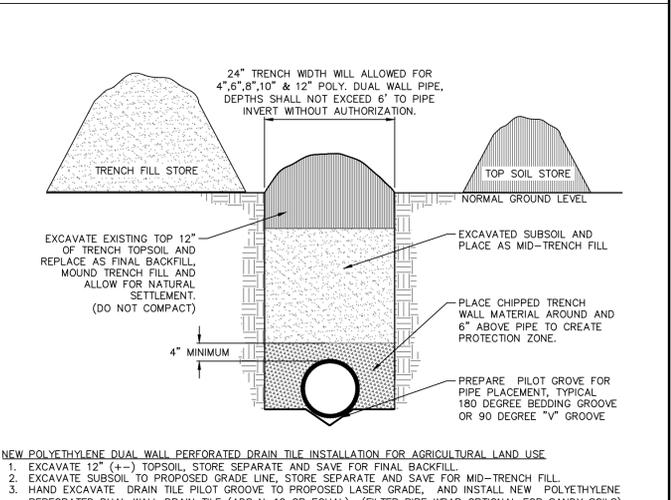
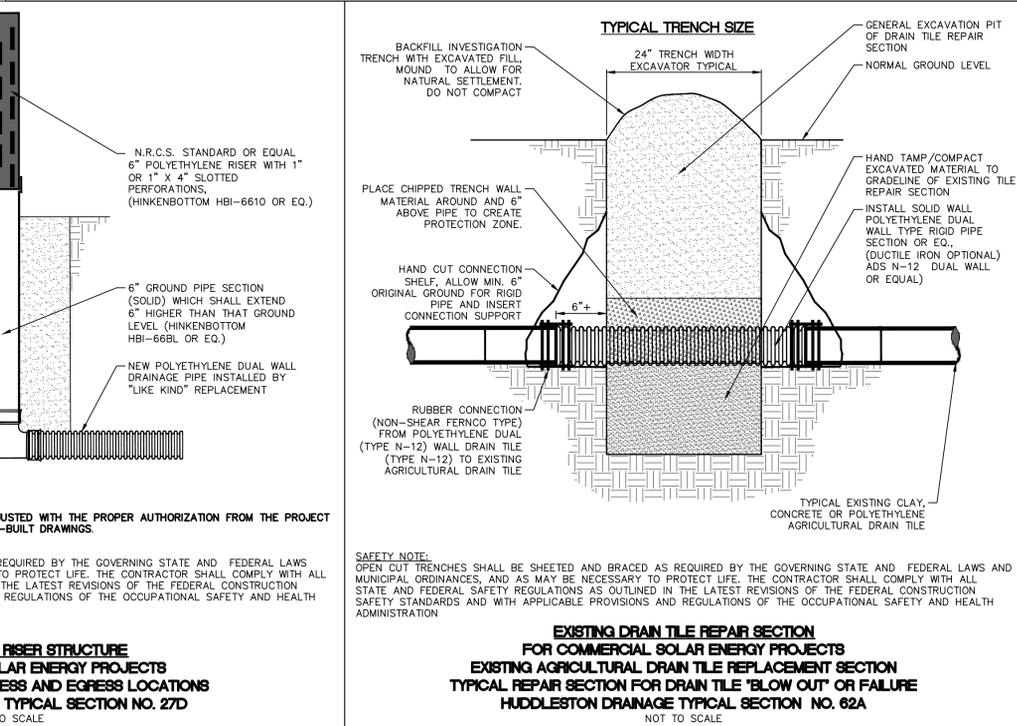
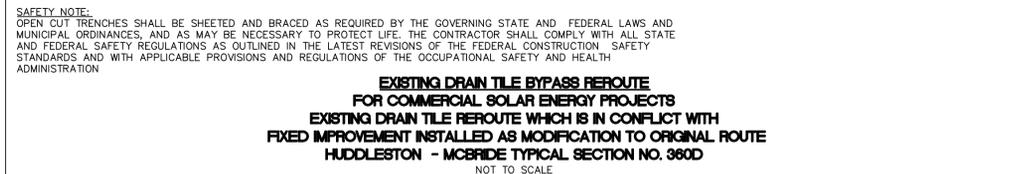
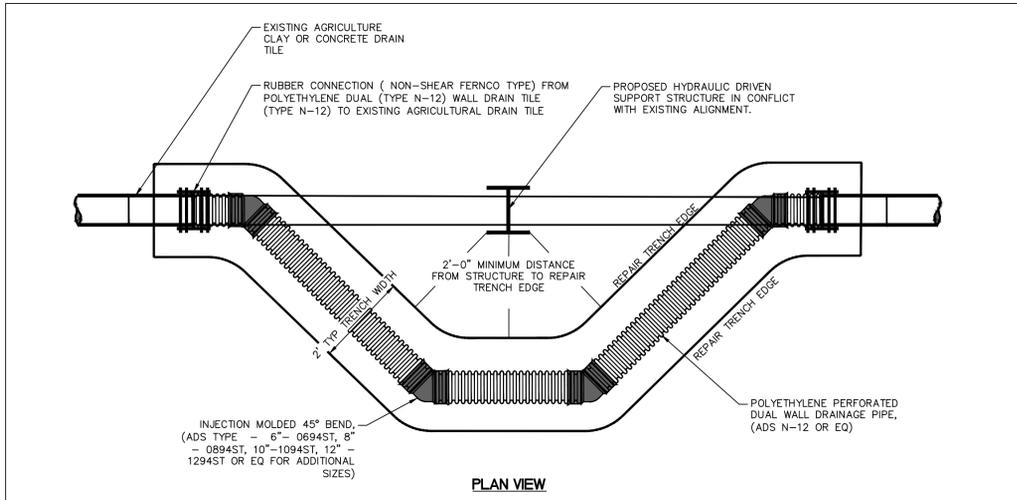
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL WASTE MATERIAL IN A LOCATION AND IN A MANNER APPROVED BY ALL GOVERNING AUTHORITIES IN WRITING, BUT NOT LIMITED TO, STRUCTURES, FOUNDATIONS, CONCRETE, ASPHALT, STEEL, UTILITIES, DRAINAGE STRUCTURES, ETC.
- CONTRACTOR TO DEMOLISH THE SITE SUCH THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED.
- ALL UNSUITABLE MATERIAL THAT WOULD CONFLICT WITH THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM ALL GOVERNING AGENCIES PRIOR TO THE START OF SITE DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL EXISTING UTILITY SERVICES ARE DISCONNECTED OR PROTECTED PRIOR TO THE START OF DEMOLITION OF THE SITE.
- THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES ASSOCIATED WITH UTILITY COORDINATION.
- THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER.
- PRIOR TO THE START OF ANY SITE DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- CONTRACTOR MUST PROVIDE SAFETY FENCING FROM PUBLIC ACCESS TO THE SITE PRIOR TO THE START OF DEMOLITION ACTIVITY AND UNTIL SITE CONSTRUCTION HAS BEEN COMPLETED.
- SITE DEMOLITION SHALL NOT CONFLICT WITH ACCESS TO ADJACENT SITES OR TRAFFIC AND PEDESTRIAN FLOW IN ADJACENT PUBLIC R.O.W.'S.
- ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITY.
- ANY IMPROVEMENTS, STRUCTURES, PAVEMENTS, UTILITIES, OR PROPERTY, EITHER ON-SITE OR OFF-SITE, THAT BECOMES DAMAGED DURING SITE CONSTRUCTION SHALL BE REPLACED BACK TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- EARTH EXCAVATION AND/OR BUILDING DEMOLITION THAT RESULTS IN SOIL AND/OR BUILDING DEMOLITION DEBRIS HAUL-OFF SHALL BE EXECUTED IN ACCORDANCE WITH THE ILLINOIS POLLUTION CONTROL BOARD CLEAN CONSTRUCTION OR DEMOLITION DEBRIS RULE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE HAUL-OFF MATERIAL IS CLEAN OR CONTAMINATED AND WITHIN THE ALLOWABLE LIMITS OF THE RULE.

GENERAL CONSTRUCTION NOTES

- ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE SITEMARK SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
- EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE 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 NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE MOST RECENT ELECTRICAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SOLAR PANELS.

GRADING NOTES

- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4:1:1 OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH STATE, LOCAL AND COUNTY SPECIFICATIONS, INCLUDING IN ACCORDANCE WITH THE N.P.D.E.S. GENERAL PERMIT, UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- ALL SPOT GRADES ALONG CURB LINE ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED. ALL RIM ELEVATIONS ARE FLOWLINE ELEVATIONS.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.



811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THE RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND ADDRESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHO MAY BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
 TYPICAL REPAIR SECTION FOR DRAIN TILE "BLOW OUT" OR FAILURE
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 02A
 NOT TO SCALE

EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
 TYPICAL REPAIR SECTION FOR DRAIN TILE "BLOW OUT" OR FAILURE
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 02A
 NOT TO SCALE

EXISTING DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
 TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A1
 NOT TO SCALE

EXISTING DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS
 TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A1
 NOT TO SCALE

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C	PERMIT SET	6/11/24
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 GALENA ROAD
 YORKVILLE, ILLINOIS 60512

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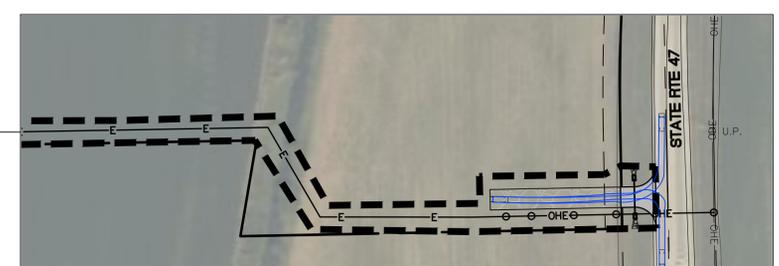
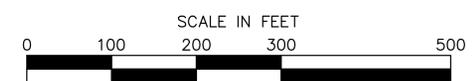
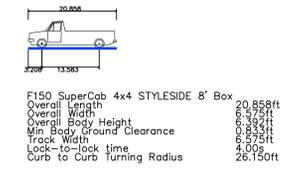
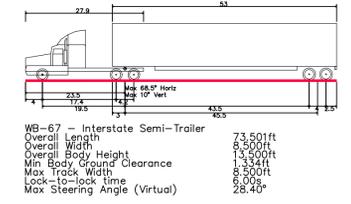
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CAD FILE: 22001767E001 TRUCK TURN ANALYSIS 2024-08-08.DWG



LEGEND

---	BOUNDARY LINE
- - -	EXISTING ROW
- - - -	BOUNDARY ADJACENT LINE
- - - - -	SECTION LINE
- - - - - -	PROPOSED EASEMENT LINE
- - - - - - -	EXISTING GRAVEL
- - - - - - - -	PROPOSED STORM SEWER
- - - - - - - - -	PROPOSED UNDERGROUND ELECTRIC
- - - - - - - - - -	PROPOSED OVERHEAD ELECTRIC
- X - X - X - X - X -	PROPOSED FENCE
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD
	TEMPORARY GRAVEL ROAD WIDENING FOR CONSTRUCTION



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GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title: **TRUCK TURN ANALYSIS CONSTRUCTION/DELIVERY TRAFFIC**
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

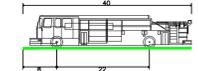
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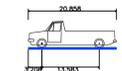


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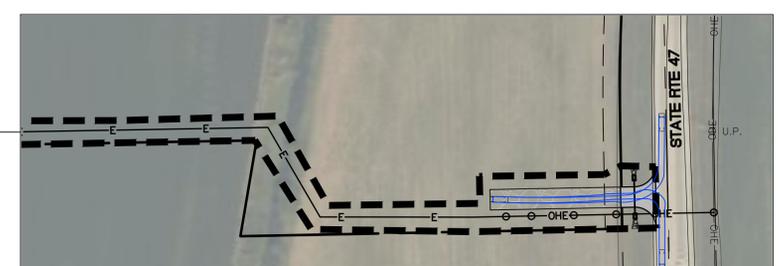
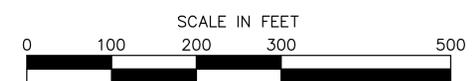
	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	SECTION LINE
	PROPOSED EASEMENT LINE
	EXISTING GRAVEL
	PROPOSED STORM SEWER
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED FENCE
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD



Pumper Fire Truck
 Overall Length 40.000ft
 Overall Width 8.167ft
 Overall Body Height 9.750ft
 Min Body Ground Clearance 0.650ft
 Track Width 8.667ft
 Lock-to-lock time 2.000
 Max Wheel Angle 42.000



F150 SuperCab 4x4 STYLESIDE 8' Box
 Overall Length 20.858ft
 Overall Width 6.572ft
 Overall Body Height 6.362ft
 Min Body Ground Clearance 0.833ft
 Track Width 6.572ft
 Lock-to-lock time 4.009
 Curb to Curb Turning Radius 28.150ft



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Project:
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 GALENA ROAD
 YORKVILLE, ILLINOIS 60512

Drawing Title:
**TRUCK TURN ANALYSIS
 EMERGENCY/MAINTENANCE
 TRAFFIC**

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 Drawn by: LEH

Dwg No: **EX-01** Size: D Sheet Rev: **D**



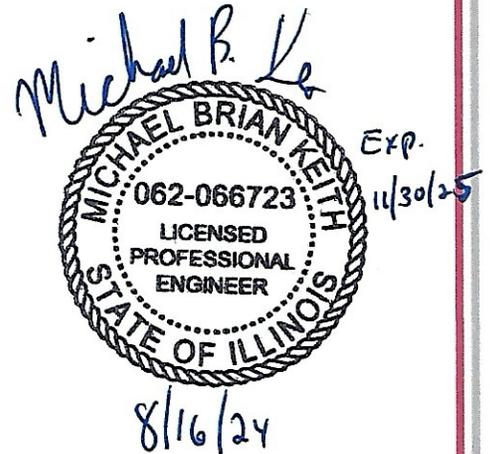
STORMWATER/DRAINAGE MEMORANDUM
WINNEBAGO COUNTY, IL

YORKVILLE RENEWABLES
GALENA ROAD
CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS 60560

**A 4.95 MW (AC) GROUND-MOUNTED
SOLAR POWER GENERATING FACILITY**

Prepared for

NEXAMP, INC.
MATT WALSH
101 N WACKER DRIVE, SUITE 200
CHICAGO, IL 60606



Submitted by: Atwell, LLC

Atwell Project No.
22001787

Date: August 16, 2024

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2	EXISTING CONDITIONS	2
3	PROPOSED CONDITIONS	3
4	CONCLUSION	4

APPENDICES

- A** **USDA NRCS Soil Resource Report**
- B** **Drainage Area Maps**
- C** **ISWS Bulletin 75 Precipitation Data**
- D** **HydroCAD Report**

1 PROJECT NARRATIVE

Nexamp, Inc. is proposing a 4.95 MW (AC) ground-mounted solar generating facility to be constructed at Galena Road & State Route 47 located in Yorkville, Kendall County, Illinois. The solar development proposes approximately 1.6 acres of impervious area and converts the existing row crop to a native pollinator friendly prairie seed mix. The existing topography and flow patterns will remain the same throughout the project area. Per United City of Yorkville Stormwater Ordinance Section 203.2, the allowable release rate for proposed impervious area is 0.04 cfs/acre for a 24-hr 2-year storm and 0.15 cfs/acre for a 24-hr 100-year storm. A discussion with Pamea Whitefield at EEI dated August 1st, 2024 indicated that the hydrologic disturbed area is considered to be the proposed access road and equipment pad. The site runoff reduction was analyzed to demonstrate that the total projected post-development peak flow rate is below the allowable release rate and is expected to provide a net positive impact on the existing watershed.

2 EXISTING CONDITIONS

The existing 73.5 +/- acre property consists of mostly straight row crops with no existing structure or impervious area. Rob Roy Creek cuts through the property in the southeast corner. The site has a high point in the western “flag” of the property, with drainage to the north, south, and east directions. A USDA NRCS Web Soil Survey was completed and is included in **Appendix A**. The average existing hydrologic soil group rating for the project area is D.

The site topography was analyzed as one drainage area that flows towards the north property line. A pre-development drainage area map is included in **Appendix B**. **Table 2.1** details the undisturbed pre-development drainage area characteristics and **Table 2.2** details the undisturbed pre-development curve number. The proposed disturbed area was excluded from the existing drainage areas and curve number calculation.

Table 2.1 – Pre-Development Drainage Area Characteristics (undisturbed)

Drainage Area	Impervious (ac)	Pervious (ac)	Total (ac)
Existing Drainage Area	0.0	28.2	28.2
Total	0.0	28.2	28.2

Table 2.2 – Pre-Development Curve Number (undisturbed)

Soil Rating	Cover Description	CN	Total (ac)
C	Row Crops; Straight Row (SR) Good	85	10.9
D	Row Crops; Straight Row (SR) Good	89	17.3
Combined CN		87	

3 PROPOSED CONDITIONS

The proposed development will consist of a solar generating facility enclosed within a 8-ft high perimeter fence, as well as a gravel access road connecting Galena Road to the project site. **Appendix B** includes the Post-Development Drainage Area Map and **Table 3.1** details the post-development drainage area characteristics. The post-development drainage area includes both the undisturbed area and the proposed disturbed area (equipment pads and access road). The total proposed project area is 29.8 acres, with 1.6 acres being hydrologically disturbed.

Table 3.1 – Post-Development Drainage Area Characteristics (disturbed and undisturbed)

Drainage Area	Impervious - Disturbed (ac)	Pervious - Undisturbed (ac)	Total (ac)
Proposed Drainage Area #1	1.6	28.2	29.8
Total	1.6	28.2	29.8

Runoff from the proposed drainage area will flow undetained offsite to its drainage area low point. The existing and proposed drainage areas and flow patterns remain unchanged. The entire area within the project area is being converted from straight row crops to brush by planting native pollinator friendly prairie seed. This is expected to result in a reduction in the total peak flow rate.

Table 3.2 - Post-Development Curve Number (disturbed and undisturbed)

Soil Rating	Cover Description	CN	Total (ac)
B	Brush – Brush Weed Grass Mixture; Good	58	17.1
C	Brush – Brush Weed Grass Mixture; Good	98	11.1
-	Access Road & Equipment Pad	98	1.6
Combined CN		57	

For this report the total runoff reduction was analyzed to demonstrate that the change in cover type decreases the total peak flow rate and is below the allowable release rate for the project (per City of Yorkville requirements). By decreasing the total runoff there will be a net positive impact to the existing watershed. Rainfall depth frequency from the Illinois State Water Survey Bulletin 75 is provided in **Appendix C**. For the design of this report, the Huff Distribution Method in HydroCAD was used. Design was completed using the 2-year 24-hour and 100-year 24-hour storm events. Pre- and post-development stormwater calculations, as well as a graphical depiction of the model, are included with the HydroCAD reports in **Appendix D**.

4 CONCLUSION

A comparison of the total allowable peak flow rate and post-development peak flow rate for the 2-year and 100-year 24 hour storm events are summarized in **Table 4.1**. The disturbed area flow rate was found by taking the disturbed area allowable release rate for each storm event and multiplying it by the total proposed impervious/disturbed area on site. This was then added to the undisturbed pre-development flow rate to find the total allowable flow rate for the project. This was compared to the total post-development flow rate to confirm that the proposed project decreases the total peak flow rate on site.

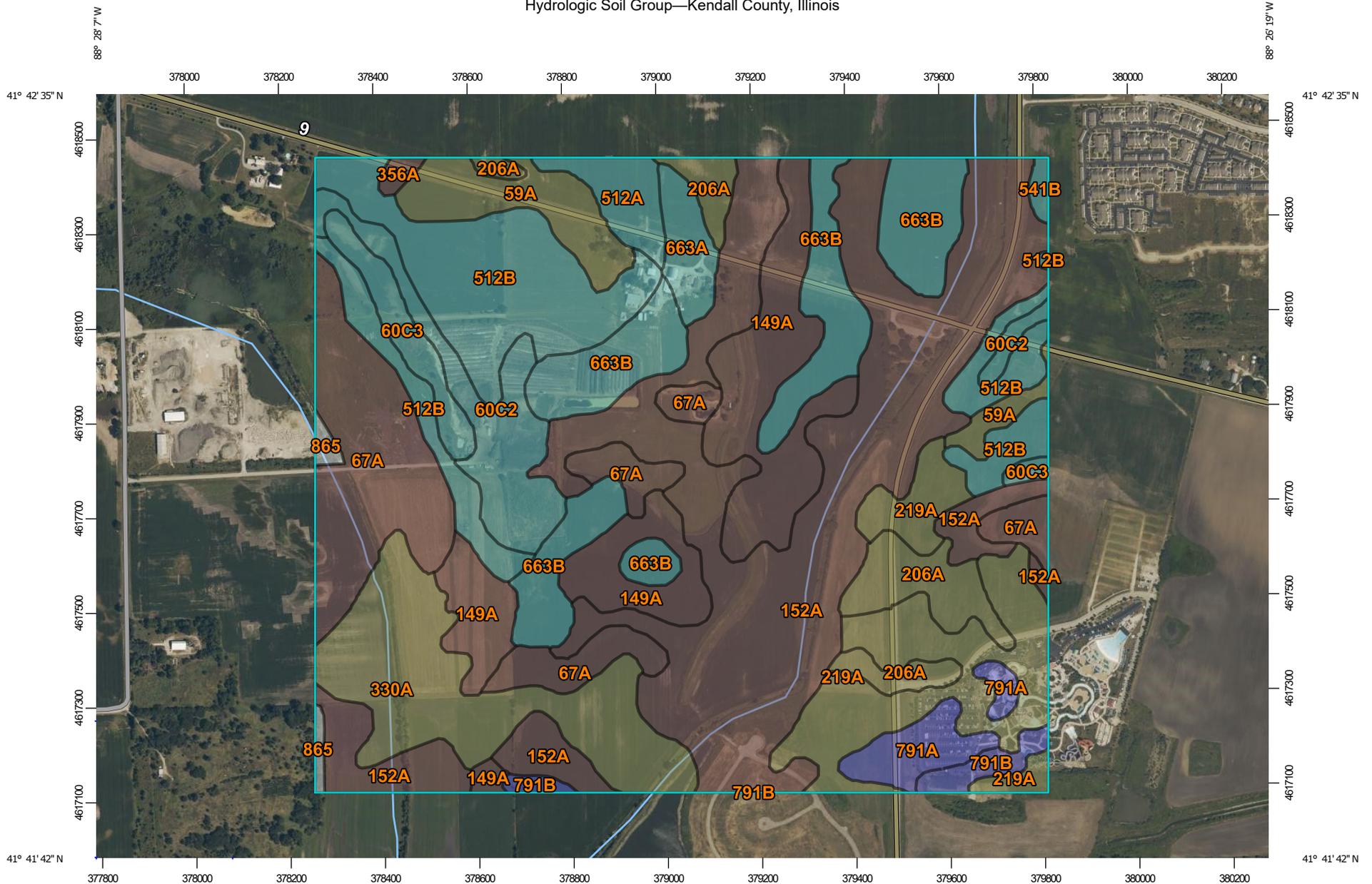
Table 4.1 – Storm Frequency Flows (Total Allowable vs. Total Post-Development)

	Area (Acres)	2 – Year Storm Event (cfs)	100 - Year Storm Event (cfs)
Undisturbed area pre-development peak flow rate	28.2	8.13	24.91
Disturbed area allowable peak flow rate (per City of Yorkville requirements – 2 year: 0.04 cfs/acre disturbed area 100 year: 0.15 cfs/acre disturbed area)	1.6	0.06	0.24
Total allowable peak flow rate (Undisturbed area pre-development area/flow + Disturbed area/flow)	29.8	8.19	25.15
Total post-development peak flow rate (Undisturbed area + Disturbed area)	29.8	1.74	15.42

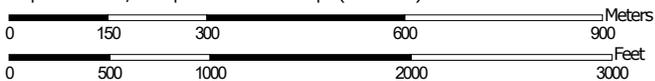
As shown in **Table 4.1**, the total post-development peak flow rate for the project area has been reduced for the storm events due to an increase in infiltration from the proposed native pollinator friendly prairie seed mix which results in the use of a lower curve number. The proposed project will not change the existing drainage patterns and proposes a low impact design by stabilizing the undisturbed areas with a native pollinator friendly prairie seed mix. Therefore, the project will have a net positive impact on the watershed. The total post-development peak flow rates for both the 2-year and 100-year 24-hour storm events are below the total allowable peak flow rate, thus detention is not required.

APPENDIX A
USDA NRCS SOILS REPORT

Hydrologic Soil Group—Kendall County, Illinois



Map Scale: 1:11,400 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/7/2023
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois
 Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 3, 2019—Aug 24, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
59A	Lisbon silt loam, 0 to 2 percent slopes	C/D	17.3	3.3%
60C2	La Rose silt loam, 5 to 10 percent slopes, eroded	C	21.2	4.1%
60C3	La Rose clay loam, 5 to 10 percent slopes, severely eroded	C	9.3	1.8%
67A	Harpster silty clay loam, 0 to 2 percent slopes	B/D	49.0	9.5%
149A	Brenton silt loam, 0 to 2 percent slopes	B/D	49.2	9.5%
152A	Drummer silty clay loam, 0 to 2 percent slopes	B/D	136.9	26.4%
206A	Thorp silt loam, 0 to 2 percent slopes	C/D	18.4	3.6%
219A	Millbrook silt loam, 0 to 2 percent slopes	C/D	40.1	7.7%
330A	Peotone silty clay loam, 0 to 2 percent slopes	C/D	40.9	7.9%
356A	Elpaso silty clay loam, 0 to 2 percent slopes	B/D	1.2	0.2%
512A	Danabrook silt loam, 0 to 2 percent slopes	C	7.5	1.4%
512B	Danabrook silt loam, 2 to 5 percent slopes	C	55.4	10.7%
541B	Graymont silt loam, 2 to 5 percent slopes	C	1.2	0.2%
663A	Clare silt loam, 0 to 2 percent slopes	C	6.9	1.3%
663B	Clare silt loam, 2 to 5 percent slopes	C	46.8	9.1%
791A	Rush silt loam, 0 to 2 percent slopes	B	9.4	1.8%
791B	Rush silt loam, 2 to 4 percent slopes	B	4.9	0.9%
865	Pits, gravel		1.9	0.4%
Totals for Area of Interest			517.6	100.0%

Description

Hydrologic soil 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.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

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.

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. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

APPENDIX B

PRE- AND POST-DEVELOPMENT DRAINAGE AREA MAPS

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP D WAS USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	10.9
D	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	17.3
COMBINED CN= 88			

SOIL LEGEND

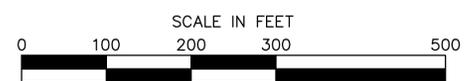
SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D+
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D+
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

*D RATINGS ASSUMED FOR THE EXISTING CONDITION.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING CONTOUR
- EXISTING WATERCOURSE
- EXISTING WETLAND
- SOIL TYPE BOUNDARY
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- DRAINAGE AREA
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- EXISTING UNDISTURBED AREA - ROW CROPS - GOOD CONDITION
- PROPOSED IMPERVIOUS AREA - EXCLUDED FROM THE DRAINAGE AREA
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUCHLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).



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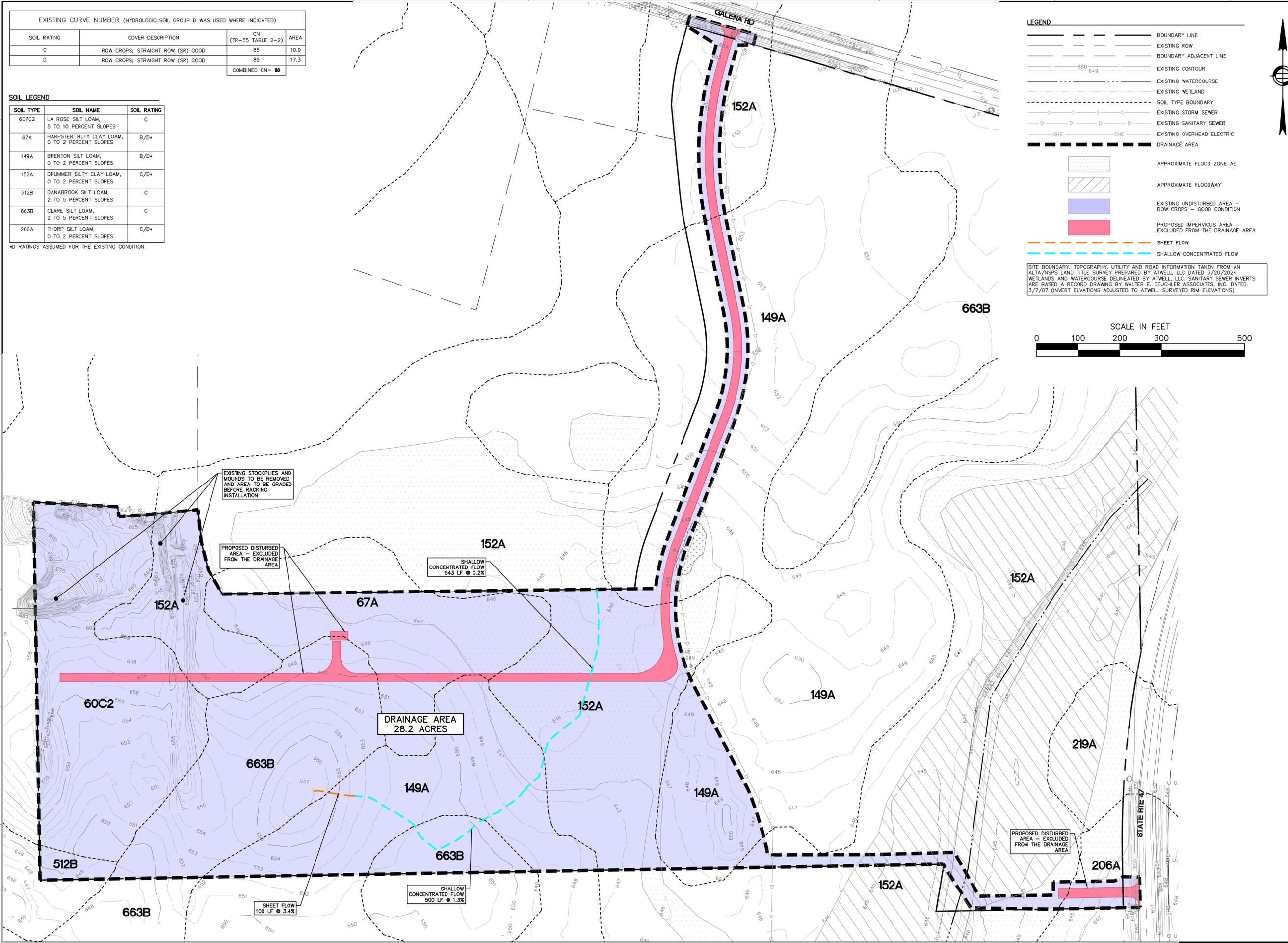
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P.E. seal/Consultant:

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YORKVILLE, ILLINOIS 60512

Drawing Title: **EXISTING DRAINAGE AREA MAP**
NOT FOR CONSTRUCTION
Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No: **EX-DA** Size: D Sheet Rev: **D**



EXISTING STOCKPILES AND MOUNDS TO BE REMOVED AND AREA TO BE GRADED BEFORE RACKING INSTALLATION

PROPOSED DISTURBED AREA - EXCLUDED FROM THE DRAINAGE AREA

SHALLOW CONCENTRATED FLOW
543 LF @ 0.2%

DRAINAGE AREA
28.2 ACRES

PROPOSED DISTURBED AREA - EXCLUDED FROM THE DRAINAGE AREA

SHALLOW CONCENTRATED FLOW
500 LF @ 1.3%

SHEET FLOW
100 LF @ 3.4%

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	65	11.1
B	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	48	17.1
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.6
		COMBINED CN=	57

SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
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	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

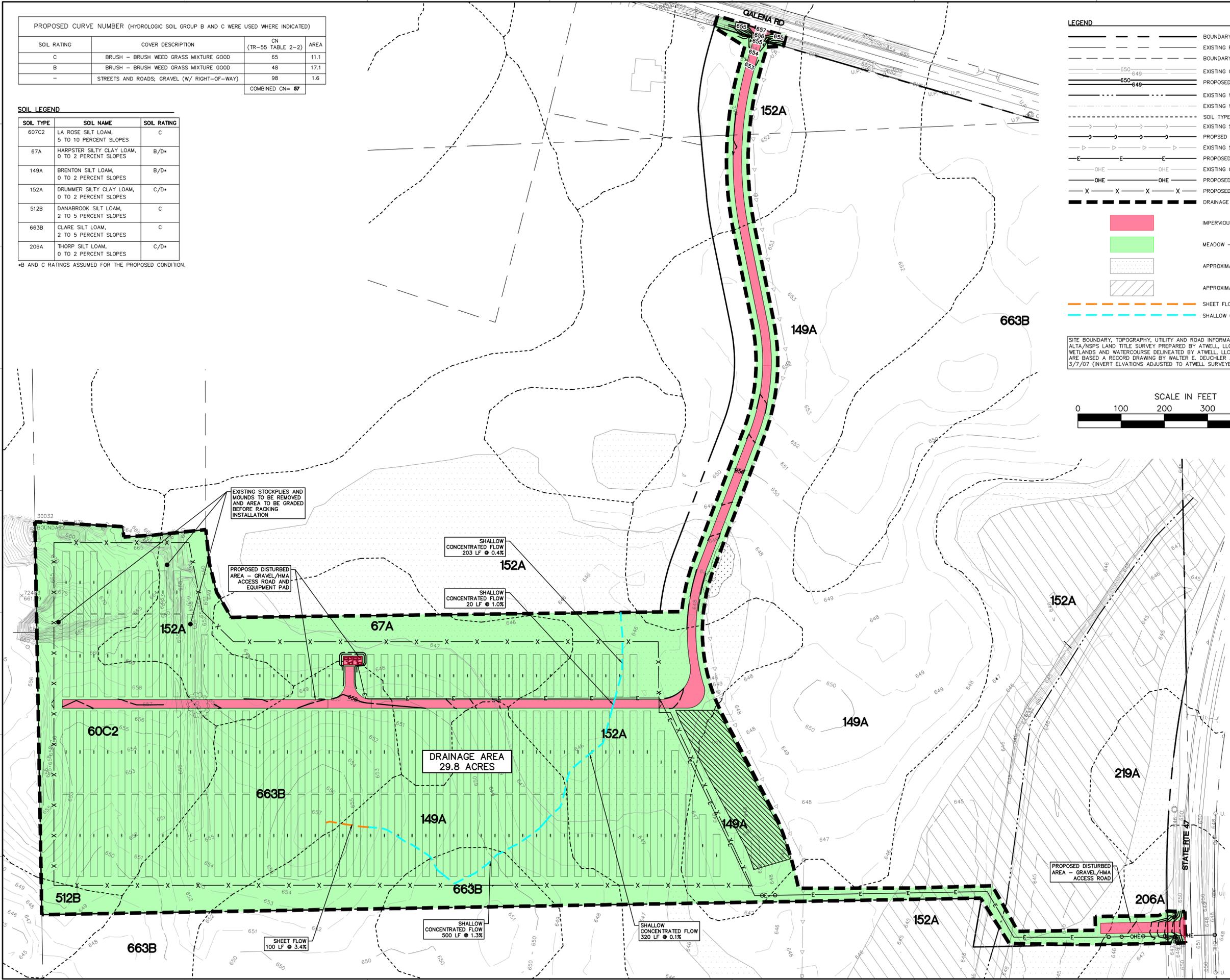
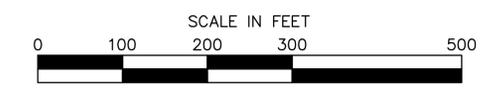
*B AND C RATINGS ASSUMED FOR THE PROPOSED CONDITION.

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING WATERCOURSE
- EXISTING WETLAND
- SOIL TYPE BOUNDARY
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED FENCE
- DRAINAGE AREA

- IMPERVIOUS AREA - DISTURBED AREA
- MEADOW - UNDISTURBED AREA
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUCHLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).



CAD FILE: 22001767E002 PROPOSED DRAINAGE AREA 2024-08-16.DWG

nexamp

101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL

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1245 EAST DEHL ROAD, SUITE 100
DESIGN FIRM #84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES

GALENA ROAD
YORKVILLE, ILLINOIS 60512

PROPOSED DRAINAGE AREA MAP
NOT FOR CONSTRUCTION

Scale: As Noted Approved by: MBK
Drawn by: LEH

Dwg No: PR-DA Sheet Rev: D

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APPENDIX C

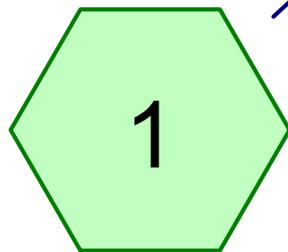
ISWS BULLETIN 75 PRECIPITATION DATA

Table 7. Rainfall (inches) for Given Recurrence Interval for Section 2 (Northeast)

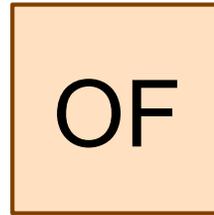
Storm Duration	2-month	3-month	4-month	6-month	9-month	1-year	2-year	5-year	10-year	25-year	50-year	100-year	500-year
5 minutes	0.19	0.22	0.24	0.27	0.31	0.33	0.40	0.52	0.62	0.77	0.90	1.03	1.35
10 minutes	0.33	0.38	0.41	0.47	0.53	0.58	0.70	0.90	1.08	1.35	1.58	1.80	2.36
15 minutes	0.42	0.49	0.53	0.61	0.69	0.75	0.90	1.16	1.39	1.74	2.03	2.32	3.04
30 minutes	0.58	0.66	0.73	0.83	0.94	1.03	1.24	1.59	1.91	2.39	2.78	3.17	4.16
1 hour	0.74	0.84	0.93	1.05	1.20	1.30	1.57	2.02	2.42	3.03	3.53	4.03	5.28
2 hours	0.91	1.04	1.14	1.30	1.48	1.61	1.94	2.49	2.99	3.74	4.35	4.97	6.52
3 hours	1.00	1.15	1.26	1.44	1.63	1.77	2.14	2.75	3.30	4.13	4.80	5.49	7.20
6 hours	1.18	1.35	1.48	1.68	1.91	2.08	2.51	3.23	3.86	4.84	5.63	6.43	8.43
12 hours	1.37	1.56	1.71	1.95	2.21	2.41	2.91	3.74	4.48	5.61	6.53	7.46	9.78
18 hours	1.48	1.69	1.85	2.11	2.39	2.61	3.14	4.04	4.84	6.06	7.05	8.06	10.57
24 hours	1.57	1.80	1.97	2.24	2.55	2.77	3.34	4.30	5.15	6.45	7.50	8.57	11.24
48 hours	1.72	1.97	2.16	2.46	2.79	3.04	3.66	4.71	5.62	6.99	8.13	9.28	12.10
72 hours	1.87	2.14	2.34	2.67	3.03	3.30	3.97	5.08	6.05	7.49	8.64	9.85	12.81
120 hours	2.08	2.38	2.61	2.97	3.37	3.67	4.42	5.63	6.68	8.16	9.39	10.66	13.81
240 hours	2.63	3.01	3.30	3.76	4.27	4.65	5.60	7.09	8.25	9.90	11.26	12.65	16.00

APPENDIX D

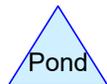
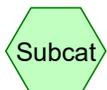
HYDROCAD REPORT FOR 2-YEAR & 100-YEARSTORM EVENT



Drainage Area 1



OUTFALL



22001787-Yorkville Solar-Existing

Prepared by Atwell, LLC

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Page 2

Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2-Year	Huff 0-10sm	3Q	Scale	24.00	1	3.34	2
2	100-Year	Huff 0-10sm	3Q	Scale	24.00	1	8.57	2

22001787-Yorkville Solar-Existing

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Page 3

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
10.910	85	Row crops, straight row, Good, HSG C (1)
17.240	89	Row crops, straight row, Good, HSG D (1)
28.150	87	TOTAL AREA

22001787-Yorkville Solar-Existing

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Page 4

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
10.910	HSG C	1
17.240	HSG D	1
0.000	Other	
28.150		TOTAL AREA

22001787-Yorkville Solar-Existing

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Page 5

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	10.910	17.240	0.000	28.150	Row crops, straight row, Good	1
0.000	0.000	10.910	17.240	0.000	28.150	TOTAL AREA	

Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment 1: Drainage Area 1

Runoff Area=28.150 ac 0.00% Impervious Runoff Depth=2.04"
Flow Length=1,143' Tc=34.3 min CN=87 Runoff=8.13 cfs 4.784 af

Reach OF: OUTFALL

Inflow=8.13 cfs 4.784 af
Outflow=8.13 cfs 4.784 af

Total Runoff Area = 28.150 ac Runoff Volume = 4.784 af Average Runoff Depth = 2.04"
100.00% Pervious = 28.150 ac 0.00% Impervious = 0.000 ac

Summary for Subcatchment 1: Drainage Area 1

Runoff = 8.13 cfs @ 16.04 hrs, Volume= 4.784 af, Depth= 2.04"
 Routed to Reach OF : OUTFALL

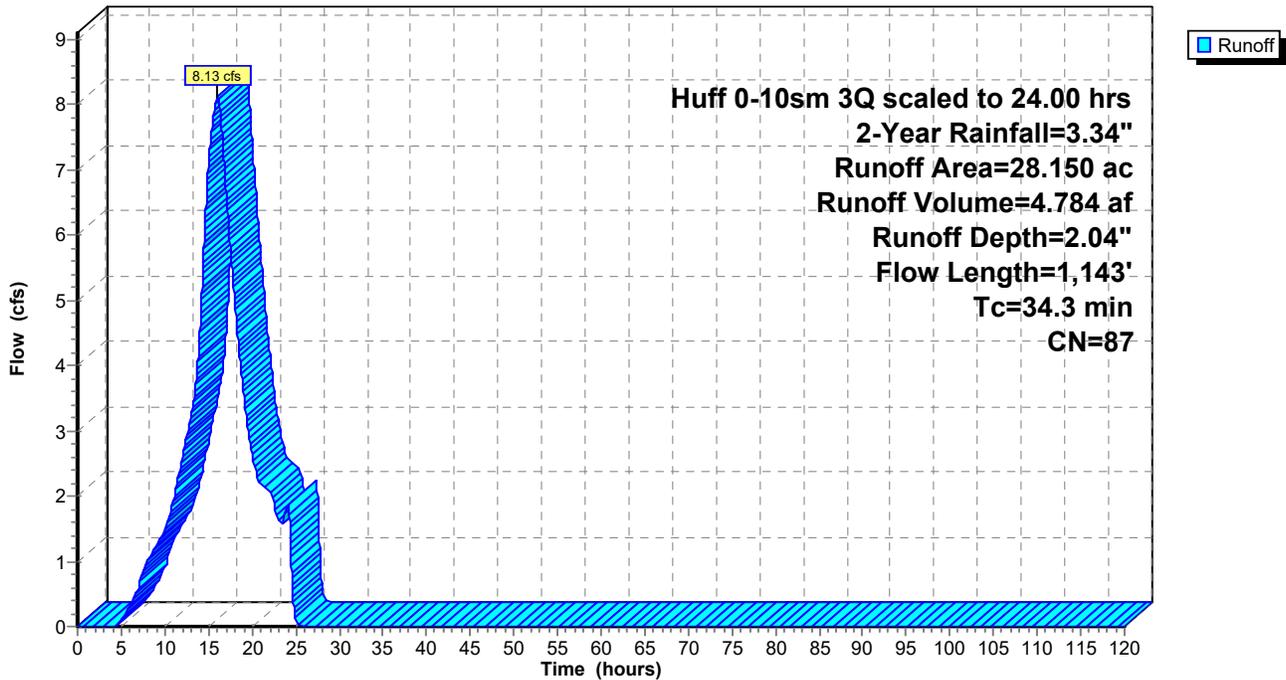
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
 Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

Area (ac)	CN	Description
10.910	85	Row crops, straight row, Good, HSG C
17.240	89	Row crops, straight row, Good, HSG D
28.150	87	Weighted Average
28.150		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	100	0.0340	0.45		Sheet Flow, Sheet Flow (Row Crop) Cultivated: Residue<=20% n= 0.060 P2= 3.34"
8.1	500	0.0130	1.03		Shallow Concentrated Flow, Shallow Conc. (Row Crop) Cultivated Straight Rows Kv= 9.0 fps
22.5	543	0.0020	0.40		Shallow Concentrated Flow, Shallow Conc (Row Crop) Cultivated Straight Rows Kv= 9.0 fps
34.3	1,143	Total			

Subcatchment 1: Drainage Area 1

Hydrograph



Summary for Reach OF: OUTFALL

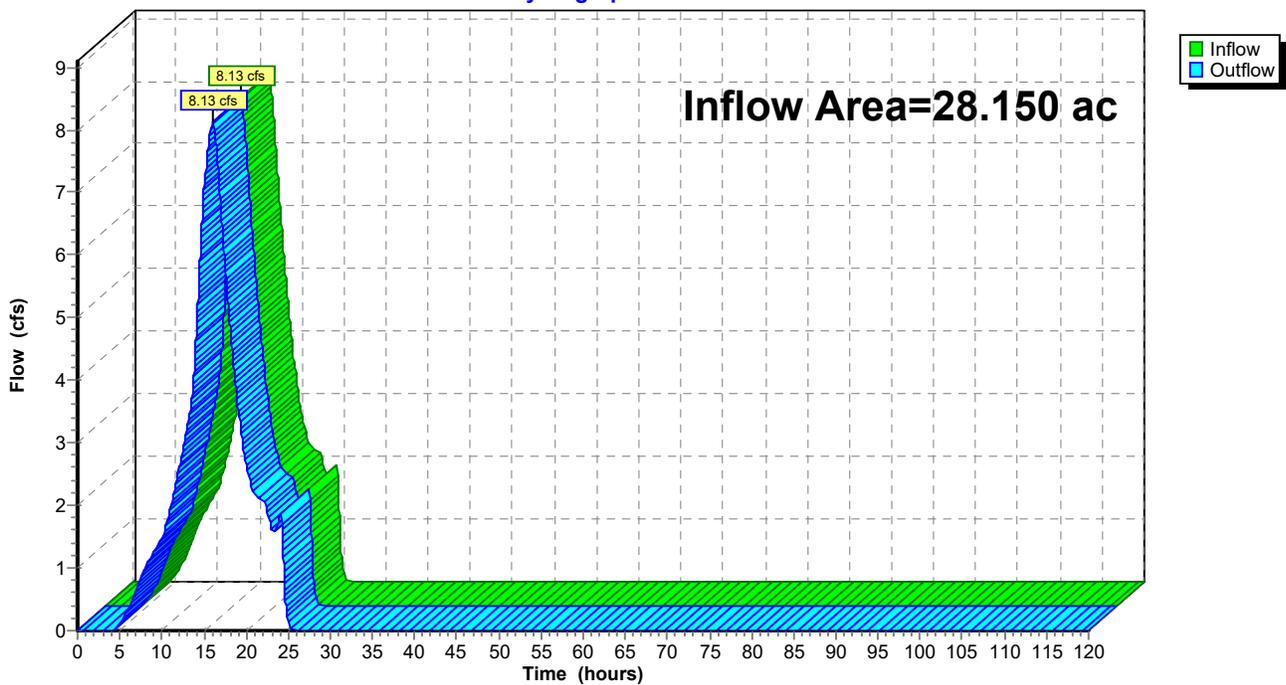
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 28.150 ac, 0.00% Impervious, Inflow Depth = 2.04" for 2-Year event
Inflow = 8.13 cfs @ 16.04 hrs, Volume= 4.784 af
Outflow = 8.13 cfs @ 16.04 hrs, Volume= 4.784 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Reach OF: OUTFALL

Hydrograph



Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment 1: Drainage Area 1

Runoff Area=28.150 ac 0.00% Impervious Runoff Depth=7.01"
Flow Length=1,143' Tc=34.3 min CN=87 Runoff=24.91 cfs 16.434 af

Reach OF: OUTFALL

Inflow=24.91 cfs 16.434 af
Outflow=24.91 cfs 16.434 af

Total Runoff Area = 28.150 ac Runoff Volume = 16.434 af Average Runoff Depth = 7.01"
100.00% Pervious = 28.150 ac 0.00% Impervious = 0.000 ac

Summary for Subcatchment 1: Drainage Area 1

Runoff = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af, Depth= 7.01"
 Routed to Reach OF : OUTFALL

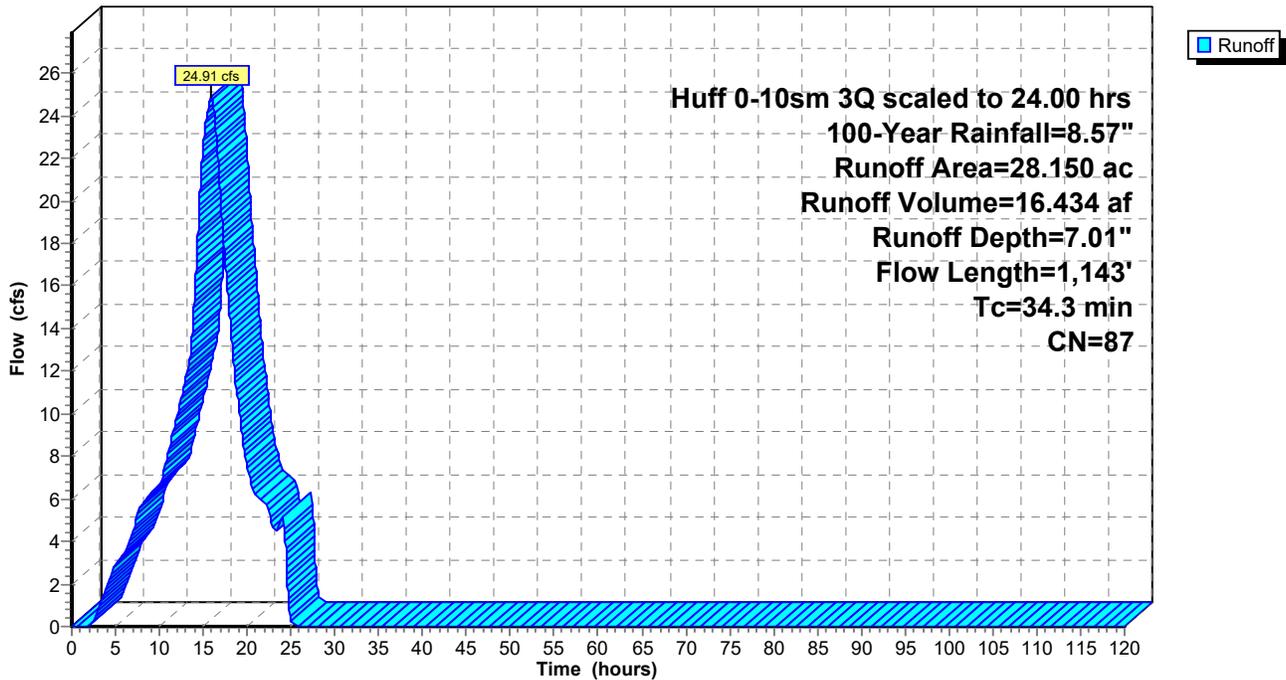
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

Area (ac)	CN	Description
10.910	85	Row crops, straight row, Good, HSG C
17.240	89	Row crops, straight row, Good, HSG D
28.150	87	Weighted Average
28.150		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	100	0.0340	0.45		Sheet Flow, Sheet Flow (Row Crop) Cultivated: Residue<=20% n= 0.060 P2= 3.34"
8.1	500	0.0130	1.03		Shallow Concentrated Flow, Shallow Conc. (Row Crop) Cultivated Straight Rows Kv= 9.0 fps
22.5	543	0.0020	0.40		Shallow Concentrated Flow, Shallow Conc (Row Crop) Cultivated Straight Rows Kv= 9.0 fps
34.3	1,143	Total			

Subcatchment 1: Drainage Area 1

Hydrograph



Summary for Reach OF: OUTFALL

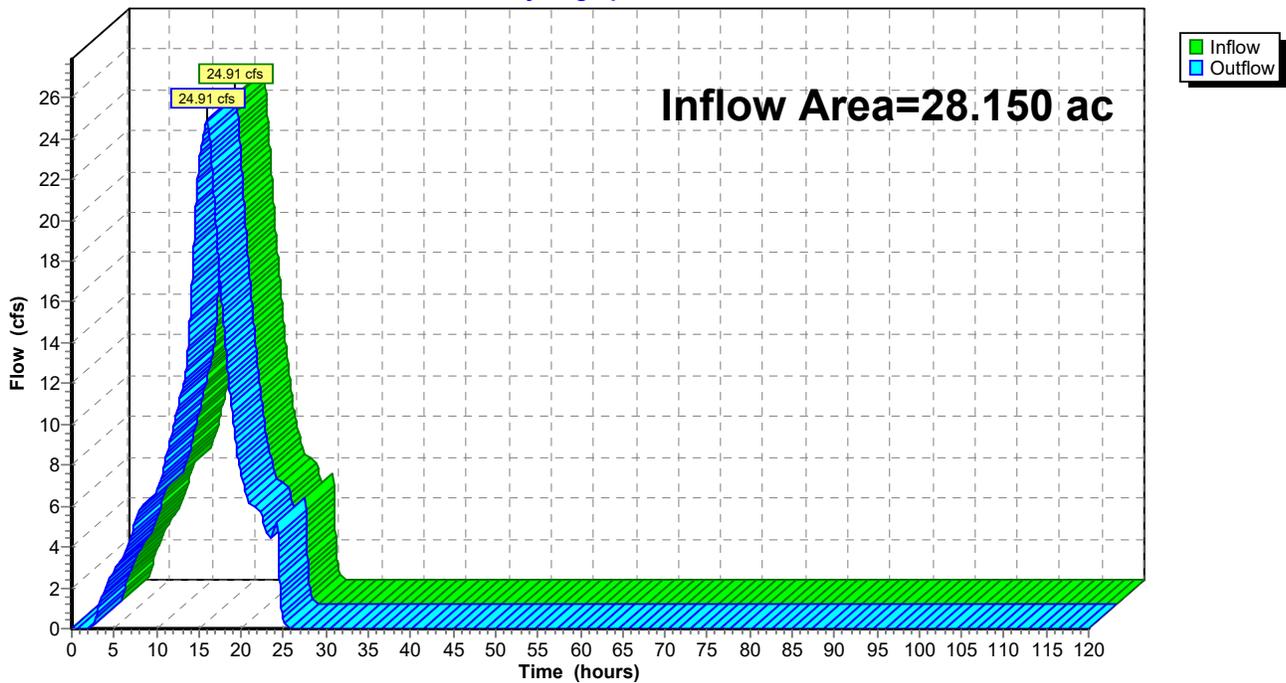
[40] Hint: Not Described (Outflow=Inflow)

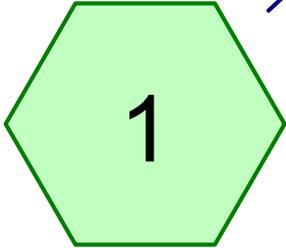
Inflow Area = 28.150 ac, 0.00% Impervious, Inflow Depth = 7.01" for 100-Year event
Inflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af
Outflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

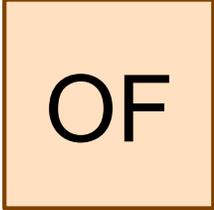
Reach OF: OUTFALL

Hydrograph

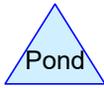
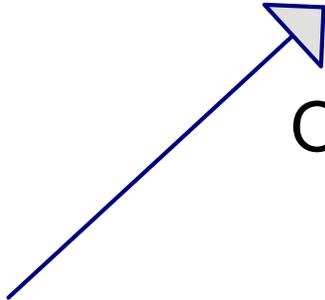




Drainage Area 1



OUTFALL



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Page 2

Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2-Year	Huff 0-10sm	3Q	Scale	24.00	1	3.34	2
2	100-Year	Huff 0-10sm	3Q	Scale	24.00	1	8.57	2

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.640	98	Access Road + Equipment Pad (1)
17.060	48	Brush, Good, HSG B (1)
11.090	65	Brush, Good, HSG C (1)
29.790	57	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
17.060	HSG B	1
11.090	HSG C	1
0.000	HSG D	
1.640	Other	1
29.790		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	0.000	1.640	1.640	Access Road + Equipment Pad	1
0.000	17.060	11.090	0.000	0.000	28.150	Brush, Good	1
0.000	17.060	11.090	0.000	1.640	29.790	TOTAL AREA	

22001787-Yorkville Solar-Proposed Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

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Page 6

Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment 1: Drainage Area 1

Runoff Area=29.790 ac 5.51% Impervious Runoff Depth=0.36"
Flow Length=1,143' Tc=53.7 min CN=57 Runoff=1.74 cfs 0.888 af

Reach OF: OUTFALL

Inflow=1.74 cfs 0.888 af
Outflow=1.74 cfs 0.888 af

Total Runoff Area = 29.790 ac Runoff Volume = 0.888 af Average Runoff Depth = 0.36"
94.49% Pervious = 28.150 ac 5.51% Impervious = 1.640 ac

Summary for Subcatchment 1: Drainage Area 1

Assume drained condition of B/D and C/D soils

Runoff = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af, Depth= 0.36"
 Routed to Reach OF : OUTFALL

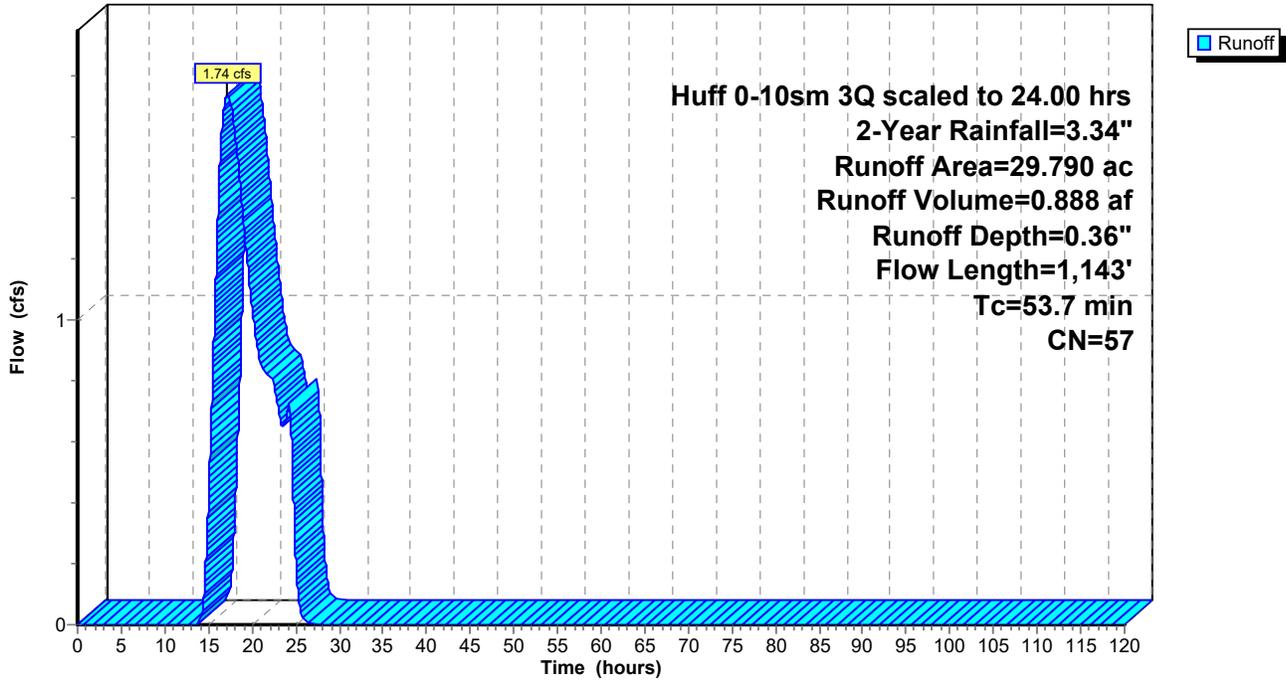
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
 Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

Area (ac)	CN	Description
11.090	65	Brush, Good, HSG C
17.060	48	Brush, Good, HSG B
* 1.640	98	Access Road + Equipment Pad
29.790	57	Weighted Average
28.150		94.49% Pervious Area
1.640		5.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	100	0.0340	0.15		Sheet Flow, Sheet Flow (Row Crop) Grass: Dense n= 0.240 P2= 3.34"
10.4	500	0.0130	0.80		Shallow Concentrated Flow, Shallow Conc. (Brush) Short Grass Pasture Kv= 7.0 fps
24.1	320	0.0010	0.22		Shallow Concentrated Flow, Shallow Conc (Brush) Short Grass Pasture Kv= 7.0 fps
0.2	20	0.0100	2.03		Shallow Concentrated Flow, Shallow Conc. (Gravel) Paved Kv= 20.3 fps
7.7	203	0.0039	0.44		Shallow Concentrated Flow, Shallow Conc. (Brush) Short Grass Pasture Kv= 7.0 fps
53.7	1,143	Total			

Subcatchment 1: Drainage Area 1

Hydrograph



Summary for Reach OF: OUTFALL

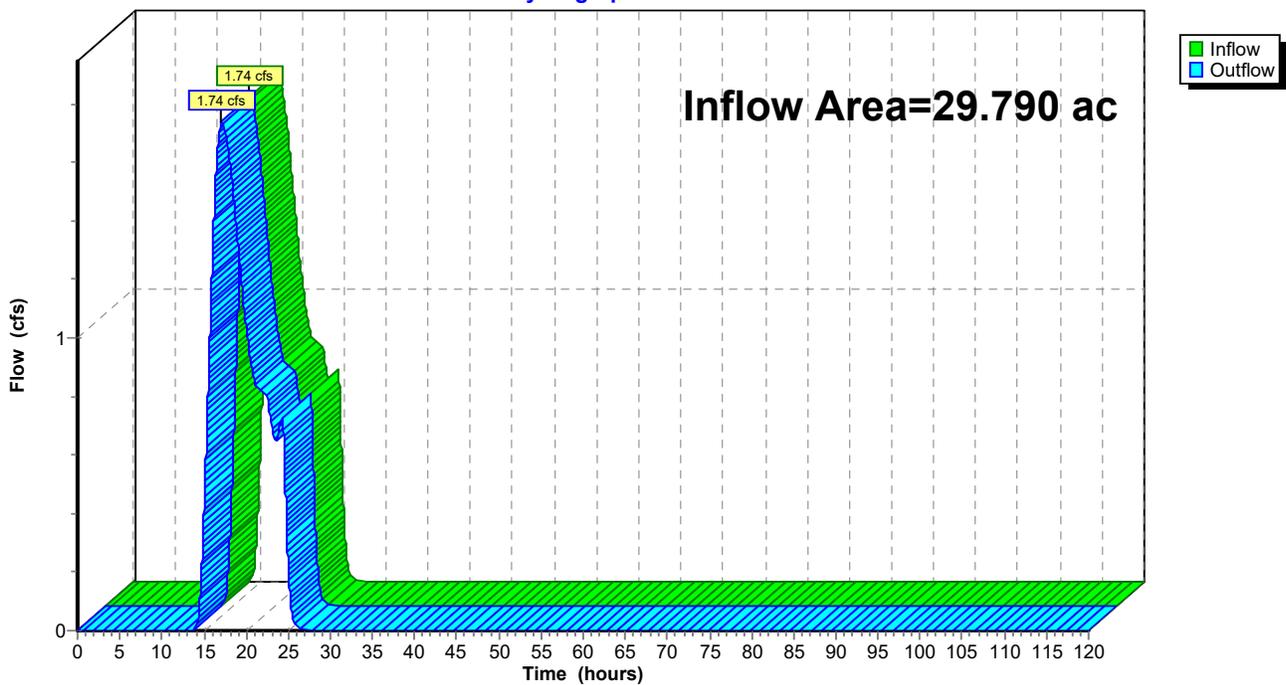
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 29.790 ac, 5.51% Impervious, Inflow Depth = 0.36" for 2-Year event
Inflow = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af
Outflow = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Reach OF: OUTFALL

Hydrograph



Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment 1: Drainage Area 1 Runoff Area=29.790 ac 5.51% Impervious Runoff Depth=3.41"
Flow Length=1,143' Tc=53.7 min CN=57 Runoff=15.42 cfs 8.475 af

Reach OF: OUTFALL Inflow=15.42 cfs 8.475 af
Outflow=15.42 cfs 8.475 af

Total Runoff Area = 29.790 ac Runoff Volume = 8.475 af Average Runoff Depth = 3.41"
94.49% Pervious = 28.150 ac 5.51% Impervious = 1.640 ac

Summary for Subcatchment 1: Drainage Area 1

Assume drained condition of B/D and C/D soils

Runoff = 15.42 cfs @ 16.41 hrs, Volume= 8.475 af, Depth= 3.41"
 Routed to Reach OF : OUTFALL

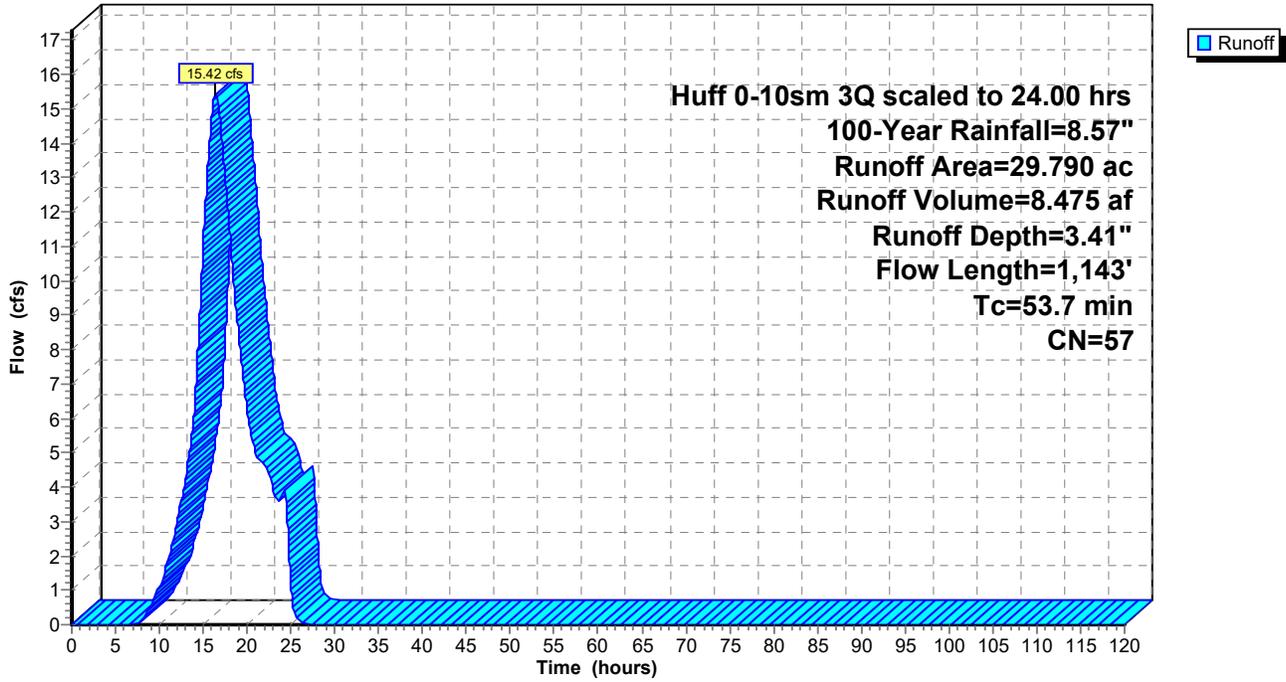
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

Area (ac)	CN	Description
11.090	65	Brush, Good, HSG C
17.060	48	Brush, Good, HSG B
* 1.640	98	Access Road + Equipment Pad
29.790	57	Weighted Average
28.150		94.49% Pervious Area
1.640		5.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	100	0.0340	0.15		Sheet Flow, Sheet Flow (Row Crop) Grass: Dense n= 0.240 P2= 3.34"
10.4	500	0.0130	0.80		Shallow Concentrated Flow, Shallow Conc. (Brush) Short Grass Pasture Kv= 7.0 fps
24.1	320	0.0010	0.22		Shallow Concentrated Flow, Shallow Conc (Brush) Short Grass Pasture Kv= 7.0 fps
0.2	20	0.0100	2.03		Shallow Concentrated Flow, Shallow Conc. (Gravel) Paved Kv= 20.3 fps
7.7	203	0.0039	0.44		Shallow Concentrated Flow, Shallow Conc. (Brush) Short Grass Pasture Kv= 7.0 fps
53.7	1,143	Total			

Subcatchment 1: Drainage Area 1

Hydrograph



Summary for Reach OF: OUTFALL

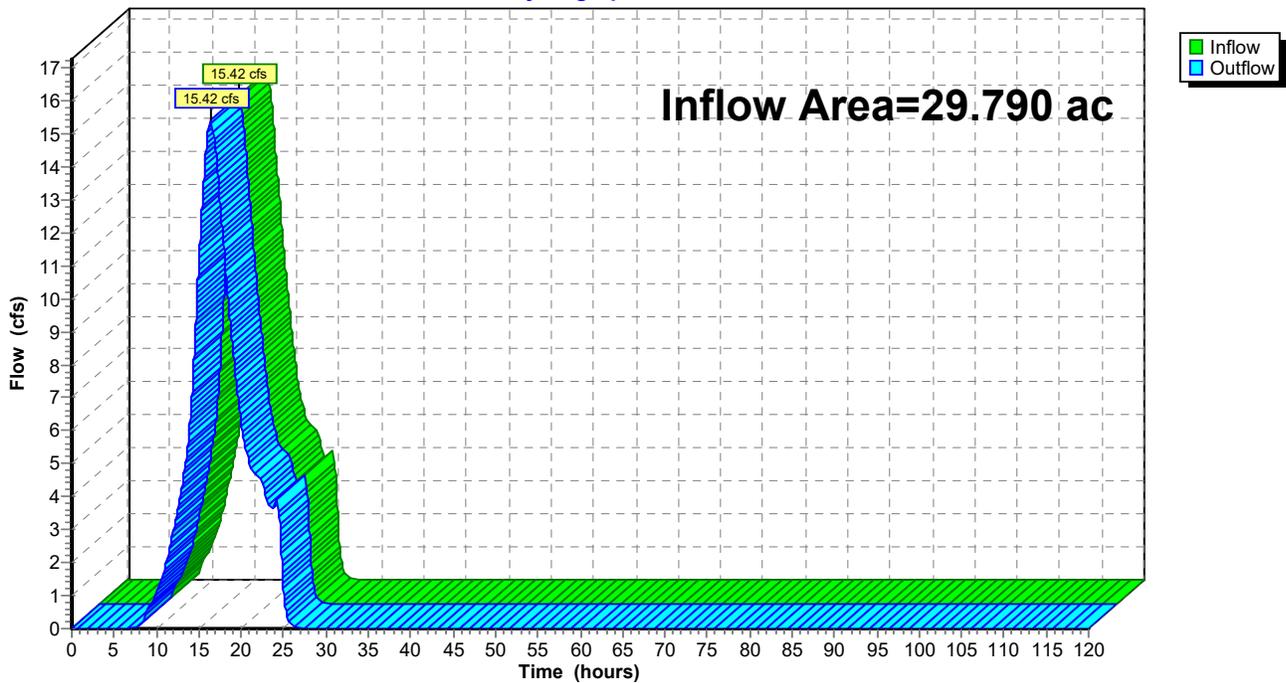
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 29.790 ac, 5.51% Impervious, Inflow Depth = 3.41" for 100-Year event
Inflow = 15.42 cfs @ 16.41 hrs, Volume= 8.475 af
Outflow = 15.42 cfs @ 16.41 hrs, Volume= 8.475 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Reach OF: OUTFALL

Hydrograph

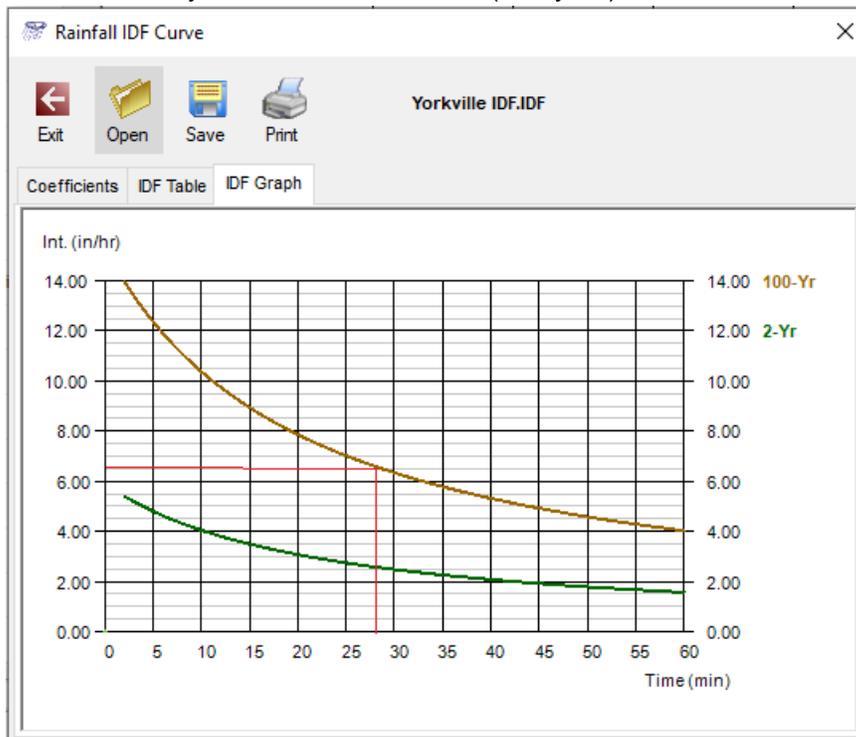


YORKVILLE RENEWABLES

Culvert Computations

North Culvert:

Drainage Area:	12.3± acres
Composite C:	0.44
Impervious Area:	2.1± acres (assume C=0.85)
Pervious Area:	10.2± acres (assume C=0.35)
Time of concentration:	27.6 min (see attached pdf)
Rainfall intensity:	6.5 in/hr (100-year)



$$Q = CIA$$

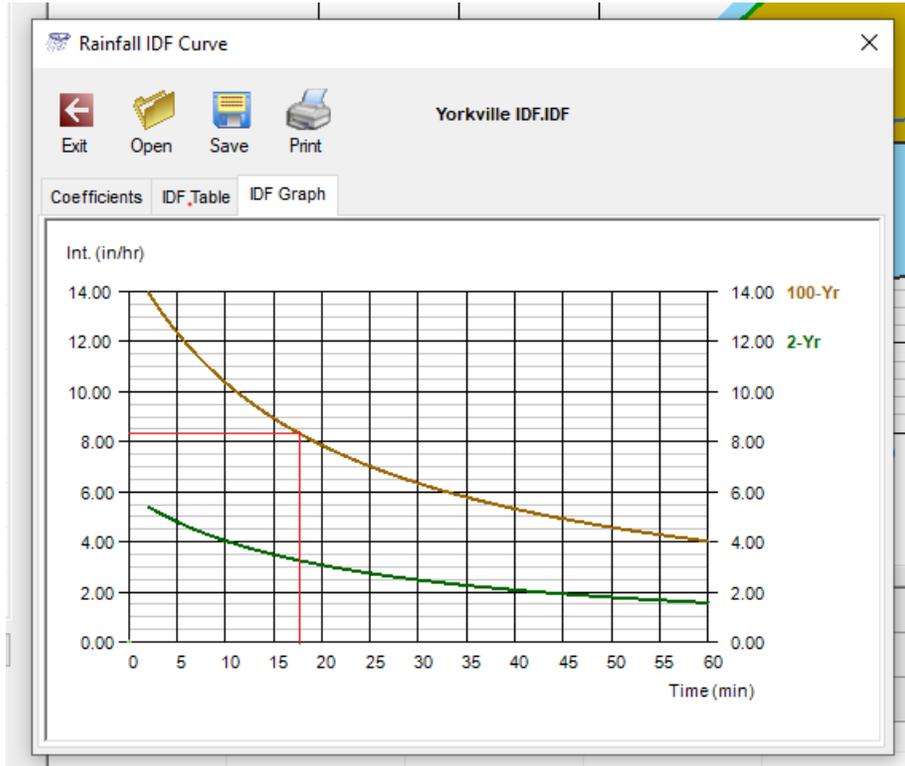
$$Q = (0.44) \times (6.5) \times (12.3) = 35.18 \text{ cfs}$$

Proposed 18" CMP culvert – **Not sized adequately.**

However, an 18"X40' CMP culvert was specifically requested by the Kendall County HWY department as it is greatly improving the existing condition of an 8" PVC pipe (see attached email)

East Culvert:

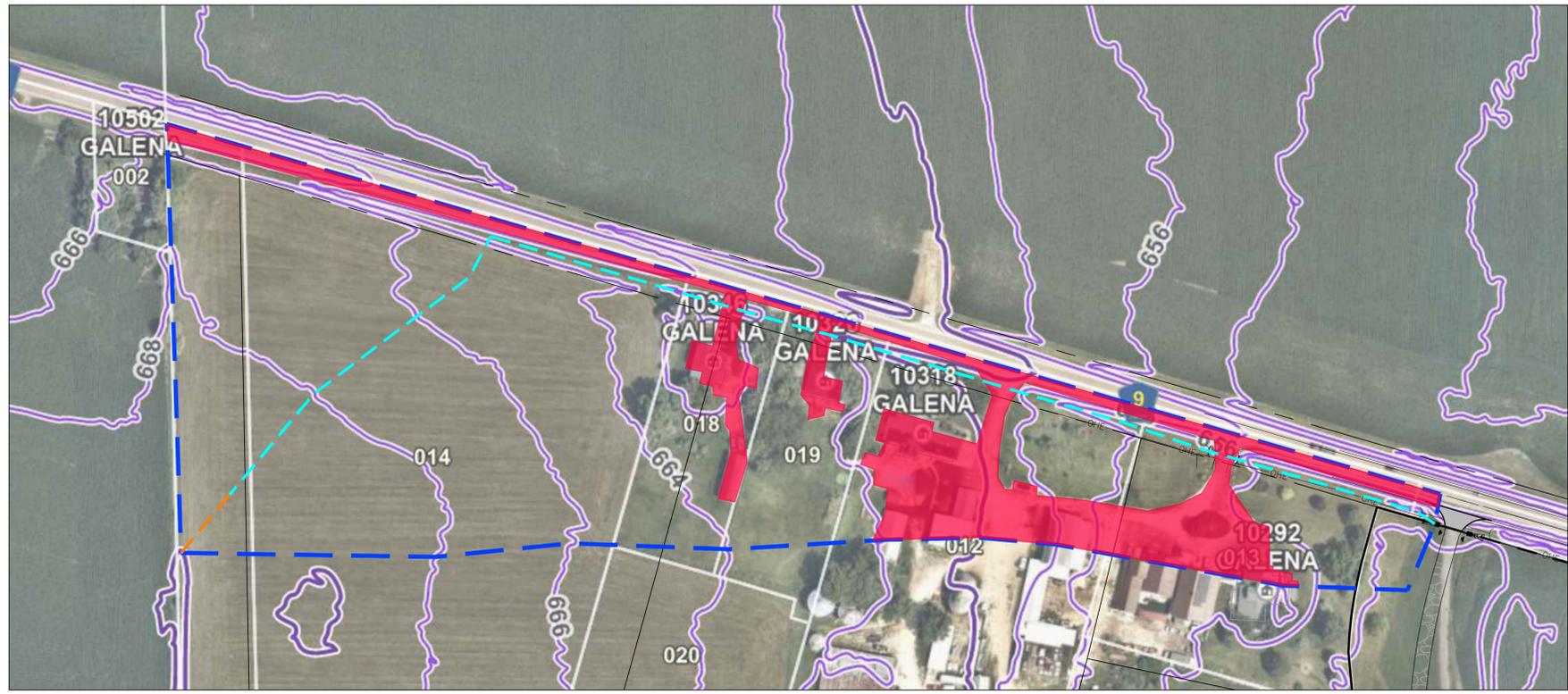
Drainage Area: 1.2± acres
Composite C: 0.44
 Impervious Area: 0.2± acres (assume C=0.90)
 Pervious Area: 1.0± acres (assume C=0.35)
Time of concentration: 9.0 min (see attached pdf)
Rainfall intensity: 10.5 in/hr (100-year)



$$Q=CIA$$

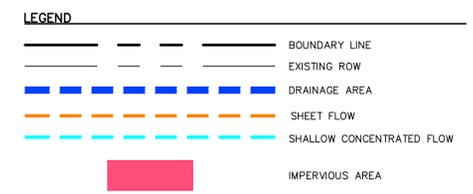
$$Q=(0.44) \times (10.5) \times (1.2) = 5.5 \text{ cfs}$$

Proposed 18" RCP culvert – **Sized adequately.**



NORTH CULVERT DRAINAGE AREA
SCALE 1" = 100'

SCALE 0 50 100
1" = 100 FEET



EAST CULVERT DRAINAGE AREA
SCALE 1" = 100'

SCALE 0 25 50
1" = 50 FEET

101 Summer Street, 2nd Fl., Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

866.850.4200 www.atwell-group.com
1245 EAST DIEHL ROAD, SUITE 100
YORKVILLE, ILLINOIS 60554
DESIGN FIRM # 84-009876

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

Project:
YORKVILLE RENEWABLES
GALENA ROAD
YORKVILLE, ILLINOIS 60512

Drawing Title:
CULVERT DRAINAGE AREAS
NOT FOR CONSTRUCTION
Drawn by: LEH Scale: As Noted Approved by: MBK

Dwg No: **EX-01** Size: D Sheet Rev: **D**

Worksheet 3: Time of Concentration (Tc) or travel time (Tt) for North Culvert

Project Yorkville Renewables, LLC	By LEH	Date 8/16/2024
Location Galena Road, Yorkville, Kendall County, Illinois	Checked	Date

Check one: Present Developed
 Check one: Tc Tt through subarea

Notes: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

	Segment ID	A			
1 Surface description (table 3-1)		Cultivated soils: Residue cover ≤20%			
2 Manning's roughness coefficient, n (table 3-1)		0.06			
3 Flow length, L (total L † 300 ft)	(ft)	100			
4 Two-year 24-hour rainfall, P2	(in)	3.34			
5 Land slope, s	(ft/ft)	0.01			
6 $T_t = 0.007 (nL)^{0.8} / (P_2^{0.5} s^{0.4})$ Compute T_t	(hr)	0.10	+	0.00	= 0.10

Shallow concentrated flow

	Segment ID	B			
7 Surface description (paved or unpaved)		Unpaved			
8 Flow length, L	(ft)	489			
9 Watercourse slope, s	(ft/ft)	0.012			
10 Average velocity, V (figure 3-1)	(ft/s)	1.77			
11 $T_t = L / (3600 V)$ Compute T_t	(hr)	0.08	+	0.00	= 0.08

Channel flow

	Segment ID				
12 Cross sectional flow area, a	(ft ²)	0.9			
13 Wetted perimeter, pw _a	(ft)	6			
14 Hydraulic radius, r = a/p _w Compute r	(ft)	0.150			
15 Channel slope, s	(ft/ft)	0.0085			
16 Manning's roughness coefficient, n		0.03			
17 $V = (1.49/n) r^{2/3} s^{1/2}$	(ft/s)	1.29			
18 Flow length, L	(ft)	1303			
19 $T_t = L / (3600 V)$ Compute T_t	(hr)	0.28		0.00	= 0.28
20 Watershed or subarea T _c or T _t (add T _t in steps 6, 11, and 19)				Hr	0.46

Worksheet 3: Time of Concentration (Tc) or travel time (Tt) for East Culvert

Project Yorkville Renewables, LLC	By LEH	Date 8/16/2024
Location Galena Road, Yorkville, Kendall County, Illinois	Checked	Date

Check one: Present Developed
 Check one: Tc Tt through subarea

Notes: Space for as many as two segments per flow type can be used for each worksheet.

Include a map, schematic, or description of flow segments.

	Segment ID	A			
1 Surface description (table 3-1)		Smooth surfaces (concrete, asphalt, gravel, or bare soil)			
2 Manning's roughness coefficient, n (table 3-1)		0.011			
3 Flow length, L (total L † 300 ft)	(ft)	17			
4 Two-year 24-hour rainfall, P2	(in)	3.34			
5 Land slope, s	(ft/ft)	0.01			
6 $T_t = 0.007 (nL)^{0.8} / (P_2^{0.5} s^{0.4})$ Compute T_t	(hr)	0.01	+	0.00	= 0.01

Shallow concentrated flow

	Segment ID	B			
7 Surface description (paved or unpaved)		Unpaved			
8 Flow length, L	(ft)	83			
9 Watercourse slope, s	(ft/ft)	0.01			
10 Average velocity, V (figure 3-1)	(ft/s)	1.61			
11 $T_t = L/(3600 V)$ Compute T_t	(hr)	0.01	+	0.00	= 0.01

Channel flow

	Segment ID				
12 Cross sectional flow area, a	(ft ²)	2.25			
13 Wetted perimeter, pw _a	(ft)	10			
14 Hydraulic radius, r = a/p _w Compute r	(ft)	0.225			
15 Channel slope, s	(ft/ft)	0.0055			
16 Manning's roughness coefficient, n		0.03			
17 $V = (1.49/n) r^{2/3} s^{1/2}$	(ft/s)	1.36			
18 Flow length, L	(ft)	658			
19 $T_t = L/(3600 V)$ Compute T_t	(hr)	0.13			
20 Watershed or subarea T _c or T _t (add T _t in steps 6, 11, and 19)				0.00	= 0.13 Hr 0.15

Culvert Report

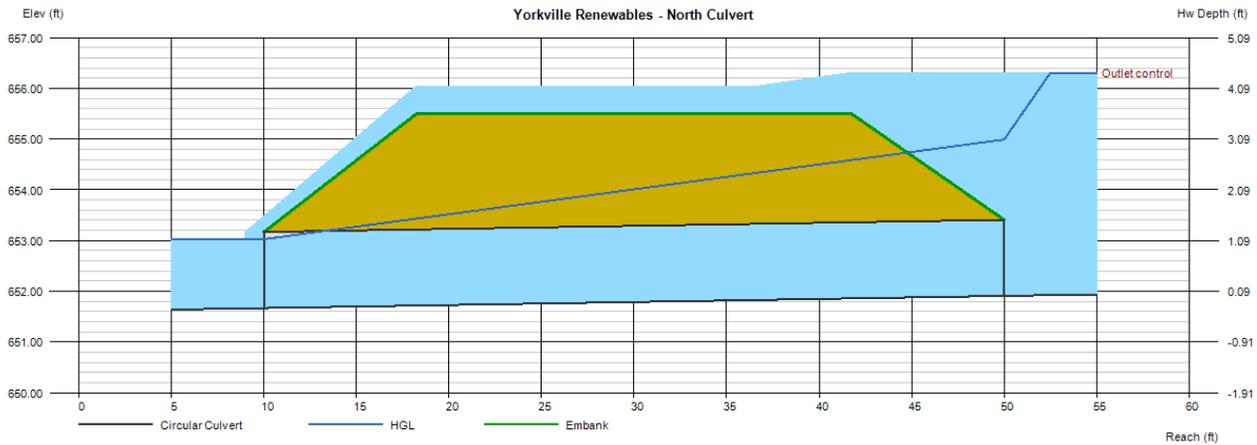
Yorkville Renewables - North Culvert

Invert Elev Dn (ft)	= 651.67
Pipe Length (ft)	= 40.00
Slope (%)	= 0.60
Invert Elev Up (ft)	= 651.91
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 1
n-Value	= 0.023
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Headwall
Coeff. K,M,c,Y,k	= 0.0078, 2, 0.0379, 0.69, 0.5

Embankment	
Top Elevation (ft)	= 655.50
Top Width (ft)	= 23.50
Crest Width (ft)	= 10.00

Calculations	
Qmin (cfs)	= 35.18
Qmax (cfs)	= 35.18
Tailwater Elev (ft)	= Critical

Highlighted	
Qtotal (cfs)	= 35.18
Qpipe (cfs)	= 13.26
Qovertop (cfs)	= 21.92
Veloc Dn (ft/s)	= 7.88
Veloc Up (ft/s)	= 7.50
HGL Dn (ft)	= 653.03
HGL Up (ft)	= 654.99
Hw Elev (ft)	= 656.30
Hw/D (ft)	= 2.93
Flow Regime	= Outlet Control



Culvert Report

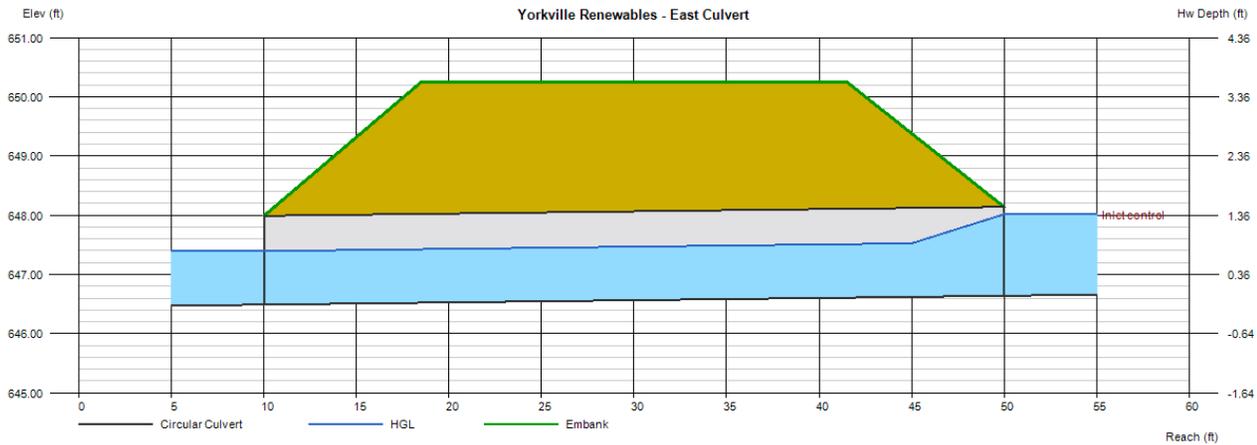
Yorkville Renewables - East Culvert

Invert Elev Dn (ft)	= 646.49
Pipe Length (ft)	= 40.00
Slope (%)	= 0.38
Invert Elev Up (ft)	= 646.64
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 1
n-Value	= 0.012
Culvert Type	= Circular Concrete
Culvert Entrance	= Square edge w/headwall (C)
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5

Embankment	
Top Elevation (ft)	= 650.25
Top Width (ft)	= 23.00
Crest Width (ft)	= 10.00

Calculations	
Qmin (cfs)	= 5.50
Qmax (cfs)	= 5.50
Tailwater Elev (ft)	= Critical

Highlighted	
Qtotal (cfs)	= 5.50
Qpipe (cfs)	= 5.50
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 4.95
Veloc Up (ft/s)	= 4.94
HGL Dn (ft)	= 647.39
HGL Up (ft)	= 647.54
Hw Elev (ft)	= 648.02
Hw/D (ft)	= 0.92
Flow Regime	= Inlet Control



From: Fran Klaas <FKlaas@kendallcountyil.gov>
Sent: Friday, October 21, 2022 3:34 PM
To: Matthew Brown <mbrown@atwell-group.com>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Matthew,

I visited the site today to confirm a couple things. As shown in your plans, there is currently an 8” PVC culvert located at the existing entrance. I’m not exactly sure how long this has been there; but it does not, in any way, meet County specifications. However, since there is this existing access to Galena Road for the proposed solar field, I am of the opinion that we could likely consider this a “grandfathered” entrance. This would not work if there was a “significant change in trip generation”, as defined by the Kendall County Highway Access Regulation Ordinance. But since the number of vehicles going to and from the solar field, once constructed, should be extremely small, I believe it would not trigger the significant change in trip generation clause, and subsequent additional requirements found in the KCHARO.

Bottom line is that the existing 8” PVC culvert must be removed in its entirety. It must be replaced with 18” dia. x 40’ long CMP or RCP. We recommend using upstream and downstream elevations of the Galena Road ditch at least 100’ away from the proposed culvert so that the new culvert and ditch grades will mesh with the existing Galena Road ditch.

Because this is simply a removal and replacement of an existing entrance, I really don’t need a new Application for Access Permit. This work will simply need to be done as part of NexAmp’s site work. An aggregate construction entrance or all weather surface (HMA) should be placed within the entire Galena Road right-of-way to help keep dirt/debris off Galena Road.

If there are any other projects besides the solar field that will use this entrance, and those uses constitute a significant change in trip generation, as defined by the KCHARO, then everything discussed above is moot, and compliance with the access ordinance will be required. Specifically, it would then limit the access to right in / right out, and additional turn lanes could be required. But as I see it right now, reconstruction of the existing entrance will likely be all that is required at this point.

Please let me know if you have any additional questions.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616 fklaas@kendallcountyil.gov

From: Matthew Brown <mbrown@atwell-group.com>
Sent: Friday, October 21, 2022 8:12 AM
To: Fran Klaas <FKlaas@kendallcountyil.gov>; Web_Email_Highway <Web_Email_Highway@kendallcountyil.gov>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: [External]RE: Yorkville Solar Access Permit Application

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,



Atwell, L.L.C.

**1250 East Diehl Road, Suite 300
(630) 577-0800**

Project Yorkville Renewables, LLC

Location Galena Road, City of Yorkville, Kendall County, Bristol Township, Illinois

Site: 4.95 MWAC

Parcel ID: 02-08-200-030 & 02-05-400-005

Date 8/15/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar

	Estimated Quantity	Unit	Unit Cost	Removal Cost	Notes
<u>Erosion Control/Contractor Fees</u>					
Mobilization	1	LUMP SUM	\$10,000.00	\$10,000.00	
Electrical Disconnect	1	EACH	\$500.00	\$500.00	
Permitting (NPDES)	1	LUMP SUM	\$750.00	\$750.00	
SWPPP	-	LUMP SUM	\$0.00	\$0.00	
Silt Fence	5,950	LF	\$2.50	\$14,875.00	Silt fence for access road removal
Seeding	3.5	ACRES	\$1,000.00	\$3,500.00	Seeding access road removal only. Pollinator grass to remain.
Sub-Total				\$29,625.00	
<u>Site Demolition</u>					
Remove Existing 18" CMP Culvert	40	LF	\$15.00	\$600.00	
Remove Existing 18" RCP Culvert	40	LF	\$18.00	\$720.00	
Remove Existing Fence (8' Chainlink Fence)	4,587	LF	\$3.85	\$17,659.95	Assuming 5.6 lb per LF
Remove Existing Gravel Road (18" depth)	3,913	CY	\$5.00	\$19,563.76	
Haul off for Existing Gravel Road (18" depth)	3,913	CY	\$10.00	\$39,127.52	
Sub-Total				\$77,671.23	
<u>Racking and Module Removal</u>					
Pile Removal	1,939	EACH	\$6.00	\$11,634.00	
Assembly Removal	1,939	EACH	\$1.25	\$2,423.75	
PV Module Removal	11,712	EACH	\$1.00	\$11,712.00	
PV Module Haul Off	375	TON	\$45.00	\$16,865.28	Assume 0.032 tons per module for the removal weight
Sub-Total				\$42,635.03	
<u>Wiring Removal</u>					
Underground MV Wire (AL)	7,072	LF	\$2.00	\$14,144.00	
Utility Pole Removal	7	EACH	\$750.00	\$5,250.00	
Underground PV Wire (~400kcmil)	13,145	LF	\$2.00	\$26,290.00	
Underground GND Wire (DC side, ~2 AWG)	13,045	LF	\$2.00	\$26,090.00	
Underground LV Wire	71,425	LF	\$2.00	\$142,850.00	
Above Ground MV Wire	245	LF	\$0.10	\$24.50	
Combiner Box Removal	36	EACH	\$80.00	\$2,880.00	
Sub-Total				\$217,528.50	
<u>Power Conditioning Equipment Removal</u>					
PCU Station (inverters, etc.)	1	EACH	\$400.00	\$400.00	
Scada Equipment	1	EACH	\$280.00	\$280.00	
Transformer	1	EACH	\$1,800.00	\$1,800.00	
Sub-Total				\$2,480.00	
<u>Equipment Pad Removal</u>					
Remove Pad	1	EACH	\$750.00	\$750.00	
Sub-Total				\$750.00	
DECOMMISSIONING PRESENT VALUE				\$370,689.76	
DECOMMISSIONING TOTAL (@3% inflation over 40 years)				\$1,209,203.99	
DECOMMISSIONING SURETY (TOTAL X 120%)				\$1,451,045.00	

Assumptions:

1. Cost Estimate based on 3-year projections. Estimate to be redone in 3-years based on new fees at that time.
2. Cost Estimate is based on the Final Site Plans prepared by Atwell, LLC dated 8/15/2024.
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.



October 19, 2023

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp 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)
 - Kendall County for access to Galena Road.
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. 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 648 and 646. Please see the attached exhibit.
4. Any impacts to the wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
5. A field tile survey will be required.
6. Perimeter easements will need to be provided. These easements should be a minimum of 20' along Galena Road and Rt 47.
7. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
8. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
9. 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

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 Walsh, NexAmp (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

Volo, ILLINOIS

October 13, 2023

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar (Nagle)

Dear Pamela:

We have completed our first landscape plan review of the proposed NexAmp Solar (Nagle) facility located southwest of Galena Road and State Route 47 in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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).

Parkway Landscaping

A minimum of one tree per 50 linear feet of frontage is required along Galena Road and Route 47.

Perimeter Landscaping

The proposed development does not directly abut single-family residential property, so therefore perimeter landscaping requirements do not apply.

Parking Lot Landscaping

The proposed development does not include parking lots; therefore, parking lot landscaping requirements do not apply.

Lot Landscaping

Lot landscaping requirements are not met. Nonresidential development requirements include 2 shade trees and 15 shrubs be provided for every 20,000 square feet of lot area. We understand trees and shrubs may not be desirable near the solar array, but the eastern half of the site appears vacant. Consider native plantings to enhance the Rob Roy Creek corridor, which would complement the proposed pollinator friendly solar array seed mix.

Stormwater Storage Basin Landscaping

No stormwater storage basins were found; therefore, these requirements do not apply.

Tree Preservation

Tree Preservation standards apply to all development parcels greater than five acres in area; therefore, these requirements apply to this site. A review of Google Earth imagery reveals trees are present on the site, but that there may not be trees present on the portion of the site proposed for development.

General Standards

The landscape plan indicates a "Native Pollinator Friendly Solar Array Sed Mix" will be installed but no details are provided. Plan should species (both botanic and common names) and seeding rate of mix. 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 eastern half of the site that appears vacant.

The digital plan copies provided for review are low quality and pixelated. Future submittals should be higher resolution to improve legibility.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City's Landscape 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



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



Legend

- Zone A
- Zone AE
- Floodway

Galena Rd, N. Bridge St, N. Main St, N. State St, N. Union St, N. Yorkville, IL

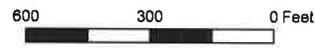
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350
www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	SEPTEMBER 2023
PROJECT NO.:	YO2302
BY:	MJT
PATH:	1110 REPUBLICAN YORKVILLE ILL
FILE:	1110 REPUBLICAN YORKVILLE ILL



**GALENA RD & IL-47 (N. BRIDGE ST)
 ROB ROY CREEK
 FLOODPLAIN EXHIBIT**





July 10, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 1st Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans dated June 11, 2024, and prepared by Atwell
- Stormwater Management Memo dated February 9, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated January 29, 2024, and prepared by Atwell
- Variance Application
- Kendall County Approval Letter
- 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 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)
 - Kendall County for access to Galena Road.
 - IDOT for access to Route 47.

2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
3. A field tile survey will be required.
4. A plat of easement for perimeter and stormwater management easements will be required.
5. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
6. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
7. Truck turning exhibits for delivery and emergency vehicles should be submitted.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The report should be signed and sealed by a Professional Engineer prior to final approval.
10. After discussions with Kendall County it was determined that the following criteria should be used for design of stormwater management systems for solar farms:
 - a. The change from agricultural to native vegetation will not be considered as being hydrologically disturbed.
 - b. Disturbance area should only include areas to be graded or areas where surface type will be changed to impervious area.
11. In the Proposed Conditions section, the narrative says that the "project will flow both undetained and detained offsite". It should be noted that the detention is onsite.
12. The northeast basin should have 1-foot of freeboard.
13. Provide volume calculations for the compensatory storage area.
14. Provide storm sewer calculations.
15. Provide orifice and spillway calculations for the release rates.

Final Engineering Plans

C-000 Cover Sheet

16. The plans shall be signed and sealed by a Professional Engineer prior to final approval.
17. The street address for the City's contacts should be revised to 651 Prairie Pointe.

C-200 Soil Erosion and Sediment Control Plan

18. Silt fence is needed on the west side of the site.
19. The slopes of the detention basins should have erosion control blanket. It's unclear at this scale if it is shown or not.
20. Culvert protection should be shown for the proposed culverts.

C-300 Site Layout Plan

21. Does the driveway off of Rte 47 just end at the floodplain? If traffic is intended to cross the floodplain for construction purposes, then the road should be shown extended.
22. If the Rte 47 driveway is intended to be used as shown, is it necessary to have the HMA apron for the limited traffic that would be using that driveway?

C-402 Grading Plan – Basins

23. Show the proposed grading after the stockpiles are removed.
24. The volume provided for the southwest basin is shown as 103,983 cu ft, but the stormwater report shows a volume of 17,442 cu ft. Confirm the correct volume.
25. Revise the grading on the north end of the southwest basin. Water will pool at the 650 contour in the northwest corner the way it is currently shown.
26. The rim shown on the Southwest Detention Basin Restrictor Manhole detail conflicts with the callout for Restrictor MH-1.
27. The maximum allowable spacing between storm sewer manholes is 500 feet. Add additional manholes as needed.
28. Show drainage flow arrows throughout the site.
29. Show the emergency overland flow route.
30. The top of the embankment for the northeast basin should be 647.00 to provide the required 1-foot of freeboard.
31. The spillways should have a concrete curtain wall for erosion control. See the Unified Development Ordinance - 10-A-7-J.7 for additional details.
32. Detention basins will need to be in a Stormwater Management Easement.

C-600 Standard Details

33. Include a typical section for the detention basins.

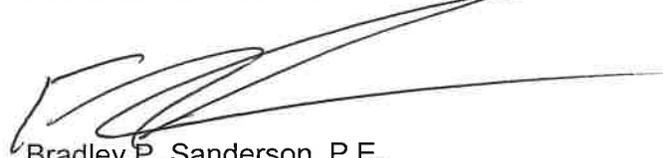
Engineer's Opinion of Probable Decommissioning Costs

- 34. The items with "TBD" quantities should be estimated with a value to get a more accurate total cost.
- 35. The assumptions listed specify that the estimate would be redone every 5 years. The UDO requires the estimate to be redone every 3 years.
- 36. An inflation rate of 3% should be included in the estimate. A note specifying the years used for the lifetime of the project should be added when calculating the inflation costs.

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 Walsh, NexAmp (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

July 2, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our second landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per recent correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

Two vegetated stormwater management areas were identified on the plans. The hatch legend identifies these areas as "Proposed Basin Seed Mix (To Be Provided with Construction Documents)." Therefore, compliance with species diversity requirements cannot be assessed at this time due to lack of information.

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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

A seed mix has been provided for the previously noted "Native Pollinator Friendly Solar Array Sed Mix". 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.

Tree and shrub totals shown in the “Plant Calculations” tables and “Plant Schedule” do not correspond. Petitioner should clarify and revise as necessary.

Proposed plant sizes are not specified on the plans. Canopy trees must be at least 2.5” caliper, understory trees not less than 1.5” caliper or 6’ tall, evergreen trees at least 6’ tall, and shrubs at least 2’ tall at the time of planting.

Wetlands

Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 13 sheets, prepared by Atwell, most recently dated 6/11/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



August 27, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: NexAmp Solar
Final Engineering – 2nd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (12 sheets) dated August 16, 2024, and prepared by Atwell
- Stormwater Management Memo dated August 16, 2024, and prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Cost dated August 15, 2024, and prepared by Atwell
- 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 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)

- IDOT for access to Route 47
2. We acknowledge the receipt of the approval from Kendall County for access to Galena Rd.
 3. A field tile survey will be required.
 4. A plat of easement for perimeter easements will be required.
 5. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.
 6. The plan fee estimate is attached.
 7. Prior to the start of construction, the following items need to be addressed:
 - A preconstruction meeting with City staff needs to be held.
 - A construction guarantee equal to 120% of the decommissioning costs needs to be on file with the City.
 - All building permit-related fees need to be paid.

Stormwater Management Memo

8. A City of Yorkville Stormwater Permit Application should be submitted.
9. The Pervious-Undisturbed area in post-development conditions (Table 3.1) should be reduced compared to the Pervious-Undisturbed area in the pre-development conditions (Table 2.1). The total drainage area should be the same for the two conditions.
10. The drainage areas callouts on the Existing Drainage Area and Proposed Drainage Maps should be revised to be the same area.
11. The proposed improvements will not require stormwater detention based on the "Detention Requirements for Solar Developments" memo dated 7/10/2024. The design post-development peak flow rate for both the 2-year and 100-year storm events is less than the allowable post-development peak flow rates.

Final Engineering Plans

12. The engineering plans have been reviewed and are found to be generally acceptable.

Truck Turning Exhibits

13. The WB67 runs off of the road at the T-intersection with the parking area. Revise the turning movements or consider widening the road if necessary.

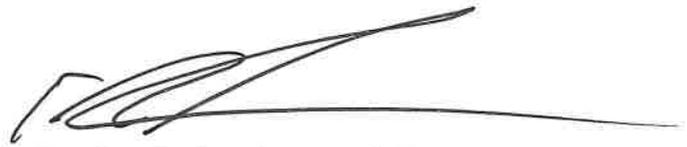
Engineer's Opinion of Probable Decommissioning Costs

14. We have reviewed the Engineer's Cost Opinion and find it to be acceptable. A performance guarantee in the amount of \$1,741,254 (120% x \$1,451,045) is to be on file with the City prior to the issuance of a building permit.

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 Walsh, NexAmp (via email)
Mr. Michael Keith, Atwell (via email)
TNP, PGW2, EEI (Via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

August 23, 2024

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review
NexAmp Solar – Nagle (Yorkville Renewables)

Dear Pamela:

We have completed our third landscape plan review of the proposed NexAmp Solar – Nagle (Yorkville Renewables) facility located southwest of Galena Road and State Route 47 in Yorkville. As per previous correspondence from the City, this submittal is being reviewed for compliance with UDO landscape requirements.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan is not recommended for approval at this time. 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

PREVIOUS COMMENTS NOT ADDRESSED. The requested transition zone plantings along Eldamain Road and Route 47 are not reflected on the plan.

Per information and direction provided by the City, the proposed development will be zoned A-1 Agriculture and the adjacent parcels are R-2 residential. The UDO has no specific transition zone landscape requirements for this situation. However, because the proposed development is a Special Use the City has the discretion to stipulate a higher standard. The current plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels. This mix of plantings does provide some screening but does not meet the requirements of any transition zone described in the UDO.

The City's 2016 Comprehensive Plan (Comp Plan) was reviewed for potential guidance. In the Route 47 and Eldamain Corridor sections of the Comp Plan, reference was made to establishing a "rural character buffer" within both Corridors. Since a Type D transition zone was recently recommended along Eldamain Road for a large tech development, building upon precedent we would recommend that a Type D transition zone would be appropriate along Route 47. It is also of note that the Comp Plan identified the space between Rob Roy Creek and Route 47 at the NexAmp Nagle site as a natural area. A more natural aesthetic (e.g., restored prairie, woodland, and/or riparian corridor) would also be appropriate at this specific location. Per the UDO, a Type D transition zone includes a minimum of 5 understory trees, 5 evergreen/canopy trees, and 35 shrubs/native grasses per 100 linear feet. We suggest a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet; existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. We also recommend native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. A maintenance plan should be submitted describing how this natural landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

Species Diversity Requirements

The stormwater management areas have been removed from the plans, so therefore species diversity requirements do not apply

Tree Preservation and Removal

PREVIOUS COMMENTS NOT ADDRESSED. 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, but that there may not be trees present on the portion of the site proposed for development. A tree survey is required; tree replacement may also be required.

Street Trees

Requirements appear to be met.

General

PREVIOUS COMMENTS PARTIALLY ADDRESSED. A seed mix has been provided for the previously noted “Native Pollinator Friendly Solar Array Sed Mix”. 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.

Wetlands

PREVIOUS COMMENTS NOT ADDRESSED. Rob Roy Creek is a Waters of the US regulated by the Army Corps of Engineers and under Yorkville’s Wetland Regulations. Wetland A1 is an isolated wetland and therefore not regulated by the Army Corps of Engineers but is regulated under Yorkville’s Wetland Regulations. Wetland A1 is shown to be completely filled but does not require mitigation because the total impact is less than 0.25 acres. A minimum 30’ wetland buffer, consisting of primarily native vegetation, is required for Rob Roy Creek under Yorkville’s Wetland Regulations.

A Category VI Wetland Permit Application is required under Yorkville’s Wetland Regulations for impacts to Wetland A1. We are not aware of such an application being submitted.

SUMMARY

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 12 sheets, prepared by Atwell, most recently dated 8/15/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA
Senior Landscape Architect



March 9, 2022 - REVISED JUNE 14, 2024

Krysti Barksdale-Noble, Community Development Director
Village of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Planned Development Amendment – Project Narrative
Proposed 5MW Ground-Mounted Solar Garden

Applicant: Yorkville Renewables, LLC
Location: 10292 Galena Road, Yorkville, IL

Dear Ms. Barksdale-Noble, Members of the Community Development Committee, Planning Commission & City Council:

On behalf of Yorkville Renewables, LLC, please find enclosed and below is our:

- Project narrative and with project details
- Special Use Permit Application Packet:
 - 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
 - Areal Map
- Application fee

Project Narrative:

Yorkville Renewables, LLC is requesting an approval for a Planned Development Amendment to allow for development of a 5MW (AC) ground-mounted distributed generation solar garden facility on an existing farmland parcel of approximately 73.5-acres near the SWC of Galena Road and IL Route 47. The project intends develop approximately 23 acres of the overall parcel.

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. 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.

Project Details:

In your review of this Planned Development Amendment request, we ask that staff, the Community Development Committee, Planning Commission and the 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 11,712 modules proposed to be installed;
- At full tilt, the height of the solar array will be up to 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 the ComEd grid along IL Route 47;
- Perimeter security fencing at 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 on a concrete equipment pad;
- Disturbed areas will be re-vegetated with a low-mow native seed mix;
- We have included with our submission a decommissioning plan;

II. Construction:

- Estimated approximately 30 to 40 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 Fall 2023, depending on a number of factors;
- Duration of construction is typically +/- 5 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;

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 via a data.
- 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;

V. Compliance with Standards for Special Use Permits (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). Additionally, there is significant proposed landscape screening proposed that will buffer the south and east sides of the project providing visual relief.

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 heavily screen by proposed solar system and 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 Yorkville Renewables, LLC project 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 Walsh
Business Development Director
P: 847.212.1585
E: mwalsh@nexamp.com

Michael Keith

From: Matthew Brown
Sent: Wednesday, November 9, 2022 1:40 PM
To: Matt Walsh; Jack Curry
Cc: Michael Keith; Perry Ryan
Subject: FW: [External]RE: Yorkville Solar Access Permit Application

Follow Up Flag: Follow up
Flag Status: Flagged

Matt/Jack,

Please see below for the Yorkville access road & temporary construction widening approval. We can discuss this further at the meeting this afternoon.

Best Regards,

Matthew Brown

Engineer

ATWELL, LLC

734.994.4000 Office

517.215.1214 Mobile

734.994.1590 Fax

311 North Main | Ann Arbor, MI 48104

www.atwell-group.com

From: Fran Klaas <FKlaas@kendallcountyil.gov>
Sent: Tuesday, November 8, 2022 2:24 PM
To: Matthew Brown <mbrown@atwell-group.com>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Yep. That works. Your plan is hereby approved.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616 fklaas@kendallcountyil.gov

From: Matthew Brown <mbrown@atwell-group.com>
Sent: Tuesday, November 8, 2022 12:15 PM
To: Fran Klaas <FKlaas@kendallcountyil.gov>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Hello,

I went through this morning and ran a truck turn analysis on the site with the 50' culvert which would allow turn radii up to 45' (while still allowing room for ditch grading), and I believe it would still be a difficult turn for the construction traffic

to make. I would estimate we would need around a 60' culvert if it were to function for construction traffic. As such, we are thinking the temporary widening would be the route we would like to proceed with. This would allow the construction traffic to enter/exit the site and then after construction, the culvert would be reduced down to the 40' requirement with the road radii of 35' as shown on the previous plan.

Best Regards,

Matthew Brown

Engineer

ATWELL, LLC

734.994.4000 Office

517.215.1214 Mobile

734.994.1590 Fax

311 North Main | Ann Arbor, MI 48104

www.atwell-group.com (-> linkprotect.cudasvc.com)

From: Fran Klaas <FKlaas@kendallcountyil.gov>

Sent: Monday, November 7, 2022 8:06 AM

To: Matthew Brown <mbrown@atwell-group.com>

Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>

Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Do to the unique nature of this project, we would be willing to allow you to place a 50' long culvert. Would that work for both temporary and permanent? If not, a temporary widening would be acceptable. This temporary widening would expire after 12 months, and the permanent pipe length would then be required. Let me know how you would like to proceed.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616 fklaas@kendallcountyil.gov

From: Matthew Brown <mbrown@atwell-group.com>

Sent: Friday, November 4, 2022 11:13 AM

To: Fran Klaas <FKlaas@kendallcountyil.gov>

Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>

Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Hello,

We have gone through and revised the drawings as recommended. This includes the reduction of the radii on the entrance in order to accommodate the 40' culvert. Because of this, we were wondering if it would be possible to provide a wider entrance and longer culvert on a temporary basis during construction only to alleviate some concerns of getting construction/delivery vehicles in and out of the site. The final permanent drive would then match what is now show on the revised plans. Please let us know if this revised plan is acceptable, and if the proposed temporary widening would be allowed. Thanks!

Revised plans (2022-11-04):

<https://atwell-group.sharefile.com/d-sb86de87732df482cb68f2245af8e2a1e> (-> linkprotect.cudasvc.com)

Best Regards,

Matthew Brown

Engineer

ATWELL, LLC

734.994.4000 Office

517.215.1214 Mobile

734.994.1590 Fax

311 North Main | Ann Arbor, MI 48104

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From: Fran Klaas <FKlaas@kendallcountyil.gov>

Sent: Tuesday, November 1, 2022 11:44 AM

To: Matthew Brown <mbrown@atwell-group.com>

Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>

Subject: RE: [External]RE: Yorkville Solar Access Permit Application

The revised plans appear to show that the new 18" CMP is significantly longer than the 40' requested. I believe the 40' requested is long enough to serve the needs of this access point. You may need to revise your radius returns to 50'. Please revise accordingly.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616 fklaas@kendallcountyil.gov

From: Matthew Brown <mbrown@atwell-group.com>

Sent: Thursday, October 27, 2022 1:49 PM

To: Fran Klaas <FKlaas@kendallcountyil.gov>

Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>

Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Hello,

Thanks for all of the good information. As far as I know, the solar facility is the only anticipated project that will utilize this entrance, so as you stated, there shouldn't be a significant change in trip generation.

We have gone through and revised the plans to show the removal of the 8" PVC and replacement with an 18" CMP culvert as recommended (See sheet C-05). I will provide a link to the revised plans below (dated 2022-10-27). Please let us know if this new culvert layout is satisfactory, and if so, we will move forward using this culvert layout for the project.

<https://atwell-group.sharefile.com/d-sea34864c695a4f49b3e844ffe558f503> (-> linkprotect.cudasvc.com) (-> linkprotect.cudasvc.com)

Best Regards,

Matthew Brown

Engineer

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311 North Main | Ann Arbor, MI 48104

www.atwell-group.com (-> linkprotect.cudasvc.com) (-> linkprotect.cudasvc.com) (-> linkprotect.cudasvc.com)

From: Fran Klaas <FKlaas@kendallcountyil.gov>
Sent: Friday, October 21, 2022 3:34 PM
To: Matthew Brown <mbrown@atwell-group.com>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: RE: [External]RE: Yorkville Solar Access Permit Application

Matthew,

I visited the site today to confirm a couple things. As shown in your plans, there is currently an 8” PVC culvert located at the existing entrance. I’m not exactly sure how long this has been there; but it does not, in any way, meet County specifications. However, since there is this existing access to Galena Road for the proposed solar field, I am of the opinion that we could likely consider this a “grandfathered” entrance. This would not work if there was a “significant change in trip generation”, as defined by the Kendall County Highway Access Regulation Ordinance. But since the number of vehicles going to and from the solar field, once constructed, should be extremely small, I believe it would not trigger the significant change in trip generation clause, and subsequent additional requirements found in the KCHARO.

Bottom line is that the existing 8” PVC culvert must be removed in its entirety. It must be replaced with 18” dia. x 40’ long CMP or RCP. We recommend using upstream and downstream elevations of the Galena Road ditch at least 100’ away from the proposed culvert so that the new culvert and ditch grades will mesh with the existing Galena Road ditch.

Because this is simply a removal and replacement of an existing entrance, I really don’t need a new Application for Access Permit. This work will simply need to be done as part of NexAmp’s site work. An aggregate construction entrance or all weather surface (HMA) should be placed within the entire Galena Road right-of-way to help keep dirt/debris off Galena Road.

If there are any other projects besides the solar field that will use this entrance, and those uses constitute a significant change in trip generation, as defined by the KCHARO, then everything discussed above is moot, and compliance with the access ordinance will be required. Specifically, it would then limit the access to right in / right out, and additional turn lanes could be required. But as I see it right now, reconstruction of the existing entrance will likely be all that is required at this point.

Please let me know if you have any additional questions.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616 fklaas@kendallcountyil.gov

From: Matthew Brown <mbrown@atwell-group.com>
Sent: Friday, October 21, 2022 8:12 AM
To: Fran Klaas <FKlaas@kendallcountyil.gov>; Web_Email_Highway <Web_Email_Highway@kendallcountyil.gov>
Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>
Subject: [External]RE: Yorkville Solar Access Permit Application

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I was just wanting to follow up on this since I hadn't heard anything back yet. I was just wanting to confirm that the previous email and associated documents arrived correctly. If you could please confirm whether the previous email arrived and provide an approximate timeline for the permit, that would be greatly appreciated. Thanks in advance!

Best Regards,

Matthew Brown

Engineer

ATWELL, LLC

734.994.4000 Office

517.215.1214 Mobile

734.994.1590 Fax

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From: Matthew Brown

Sent: Thursday, October 13, 2022 10:26 AM

To: fklaas@kendallcountyil.gov

Cc: Perry Ryan <pryan@atwell-group.com>; Michael Keith <mkeith@atwell-group.com>

Subject: Yorkville Solar Access Permit Application

Hello,

This is Matthew Brown with Atwell. I am contacting you in regards to a small solar farm that we had discussed previously on the phone a while back. This is for the site located just southwest of Galena Road and IL 47. We were wanting to start providing the necessary documents in order to apply for an access permit for the site. It is my understanding that you require a completed application form and a site plan. In addition, when we talked previously you mentioned the access will likely need to be limited to "right in, right out" traffic. You will be able to find these documents at the sharefile link located below. Please let us know if you require anything else for the permitting process, or if you have any questions comments or concerns. Also, if you could please let me know if these documents arrived correctly, I would greatly appreciate it.

<https://atwell-group.sharefile.com/d-s4760dfd8f6ef46b0ac48a31532dac854> (-> [linkprotect.cudasvc.com](#)) (-> [linkprotect.cudasvc.com](#)) (-> [linkprotect.cudasvc.com](#))

Best Regards,

Matthew Brown

Engineer

ATWELL, LLC

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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2024-17 & EDC 2024-61

Agenda Item Summary Memo

Title: PZC 2024-17 Chapter 8: UDO Review & Approval Procedures (Text Amendment)

Meeting and Date: City Council – September 24, 2024

Synopsis: Text Amendment to Unified Development Ordinance regarding Review & Approval Procedures.

Council Action Previously Taken:

Date of Action: PZC – 9/11/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-17 & EDC 2024-61

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: September 18, 2024
Subject: **PZC 2024-17** Chapter 8: UDO Review & Approval Procedures
Proposed Text Amendment

Summary

This memo highlights two (2) key areas necessitating a proposed text amendment to Chapter 8 of the Unified Development Ordinance (UDO):

1. **Clarification of Public Hearing and Mailed Notice Requirements for Annexation Agreement Requests**

The need for this amendment was driven by the Hagemann Trust annexation agreement application, which exposed confusion within the UDO regarding the requirement for mailed notices in cases involving annexation agreements. To resolve this, staff proposes revisions aimed at making the requirements for public hearings and mailed notices more explicit, ensuring that all stakeholders have a clear understanding of the procedures.

2. **Correction of Additional Inconsistencies and Errors in Chapter 8 of the UDO**

In addition to clarifying the annexation notice requirements, this amendment seeks to rectify other unrelated issues within Chapter 8. Specifically, the amendment will reconcile inconsistencies between the text and graphical representations within the UDO, and correct various oversights and grammatical errors that were identified during a comprehensive review by staff and the City Attorney.

In addition to the text, recommended revisions are also specific to the following tables/figures within the UDO: Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures, Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Action Procedure, Figure 8.2. Subdivision Procedure, Figure 8.4. Text Amendment, and Figure 8.6 Annexation Procedure.

Staff recommends adopting the proposed revisions to Chapter 8 of the UDO Review and Approval Procedures, which will clarify the steps and requirements for petitions seeking entitlement approvals, regulation changes, and public notices, while ensuring consistency with state statutes and case law.

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing for the proposed text amendment to the Unified Development Ordinance on September 11, 2024. The commission made the following action on the motion for the request below:

In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Chapter 8 of the UDO Review and Approval Procedures in the Unified Development Ordinance to revise and clarify general application requirements, board/commission review, and procedures related to petitions for text and map amendments, annexations, annexation agreements, and economic incentive/development agreements, as presented in a staff memorandum dated September 4, 2024.

Action:

Millen – aye; Williams – aye; Vinyard – aye; Hyett – aye; Forristall – aye.
5 ayes; 0 nay

Attachments

1. Draft Approving Ordinance
2. Planning & Zoning Commission Memo
3. Proposed redlined amendments to Chapter 8. UDO Review & Approval Procedures
4. Public Hearing Notice Affidavit

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING CHAPTER 8: UDO REVIEW & APPROVAL PROCEDURES

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 and clarify general application requirements, board/commission review, and procedures related to petitions for text and map amendments, annexations, annexation agreements, and economic incentive/development agreements; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on September 11, 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 Chapter 8. UDO Review and Approval Procedures of the United City of Yorkville Unified Development Ordinance, including Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures, Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Approval Procedure, Figure 8.2. Subdivision Procedure, Figure 8.4. Text Amendment, and Figure 8.6 Annexation Procedure, is hereby amended attached hereto and made a part hereof as *Exhibit A*.

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
____ 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

Chapter 8. UDO Review and Approval Procedures

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10-8-1. Administrative Authorities

- A. **Zoning Administrator.** The Director of the Department of Community Development shall be the Zoning Administrator and shall enforce and administer the regulations of this Title, including the following responsibilities:
1. Assist in providing public information relative to all matter pertaining to this title and open records for public inspection, as deemed required by law.
 2. Receive and review applications for all procedures related to this Title.
 3. Receive applications for County mile and one-half reviews and forward to the Planning and Zoning Commission and City Council.
 4. Forward materials to the applicable review and/or decision-making committees as applicable.
 5. Interpret the regulations when questions arise, including but not limited to:
 - a. Determine which uses, though not contained by name in a zoning district list of permitted uses, are of the same general character and permit their establishment.
 - b. Determine the parking or loading class of a use which is not contained by name in a parking or loading class.
 6. Maintain permanent and current records pertaining to this Title, including, but not limited to, all maps, amendments, variations, appeals, and publications thereof.
 7. Administer the comprehensive plan and interpret the provisions pertaining to building and site design considering such factors as contextual appropriateness, consistency with the City's general policies, and community need or benefit.

8. Identify all nonconforming structures and uses.
 9. Delegate other duties as may be placed upon them by this Title.
- B. **Zoning Officer.** The Building Code Official shall be the Zoning Officer and be responsible for enforcing this Title, including the following responsibilities:
1. Issue all certificates of use and occupancy and maintain records thereof.
 2. Conduct inspections of building, structures, and use of land to determine compliance with the terms of this Title.
 3. Issue violation notices and citations for violations of this Title.
 4. Require that all construction or work of any type be stopped when such work is not in compliance with this Title; and revoke any permit which was unlawfully issued.
 5. Review all cases of encroachment in required yards.
 6. Issue citations and notify violators from decisions made by the Administration Adjudication Hearing Officer, Planning and Zoning Commission and City Council.
- C. **Plan Council.** The Plan Council may consist of the City Administrator, Community Development Director, City Engineer, Building Code Official, Public Works Director, Director of Parks and Recreation, Police Chief, Sanitary District Director, Fire District representative, or designee from each respective department. The Plan Council shall have the following responsibilities and procedures:
1. The Plan Council shall meet on an as needed basis and the petitioner(s) shall also be present at the meeting.
 2. The City Administrator shall have final authority regarding members and meeting schedule for the Plan Council.
 3. Review all development applications, requests, and documents including but not limited to site plans, concept plans, annexations, planned unit developments, map amendments, text amendments, special use, variance, preliminary and final plats for compliance with City ordinances, standards, and policies.
 4. Work cooperatively with the applicant(s) to find mutually acceptable site design and improvement solutions to specific site problems, in accordance with City ordinances, standards and policies.
 5. Prepare recommendations based upon review of site plans and documents to the applicant(s), committee(s), and Planning and Zoning Commission prior to holding of a public hearing on the application.
- D. **Economic Development Committee.** The Economic Development Committee consists of four (4) City Council members which are appointed by the mayor and shall have the following authorities and responsibilities:
1. Review development applications and serve as an advisory body to any petitioner(s) seeking approval on all documents including but not limited to text amendments, map amendments, planned unit developments, variations, special uses, and plat applications.
 2. Comments and advice given by the Economic Development Committee to any petitioner(s) is for general informational knowledge and to address any potential issues with an application with regards to City ordinances, standards, and policies.
- E. **Planning and Zoning Commission.** The Planning and Zoning Commission, which has been created and appointed by the mayor, shall have the following authorities and responsibilities.
1. To hear and make recommendations to the Mayor and City Council on all applications including but not limited to text amendments, map amendments, planned unit developments, variations, special uses, and plat applications.
 2. To initiate, direct, and review, from time to time, studies of the provisions of this Title, and to make reports of its recommendations to the Mayor and City Council.

3. To perform such duties of a Plan Commission as authorized by division 12 of the Illinois Municipal Code (65 ILCS 5/11-12-1 et seq.).
4. To hear and make recommendations to the Mayor and City Council on all matters upon which it is required to pass under this Title.
5. To prepare and recommend to the Mayor and City Council a comprehensive plan or updates thereto for the present and future development or redevelopment of the City.
6. To hear and act upon requests for interpretations of this Title and appeals of decisions made by the Zoning Administrator or Zoning officer.
7. To hear and decide all matters referred to it and upon which it is required to pass under the zoning ordinance as prescribed by statute.
8. To perform such duties of a Zoning Board of Appeals as authorized by division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.).
9. Grant authorized Variations from the regulations as stated in Section 10-8-9 of this Title.
10. To perform such additional duties as are outlined in this Ordinance, the City of Yorkville Code of Ordinances, or the Illinois Municipal Code.

10-8-2. General Application Requirements

A. Authorization.

1. An application for any request or procedure, except for text amendments, may be filed only by the owner or lessee of the property, or by an agent or contract purchaser specifically authorized by the owner to file such application.
2. A text amendment may be initiated by an owner, lessee, agent, majority beneficiary of a land trust, or contract purchaser of property located in the City or by the Mayor and City Council, Planning and Zoning Commission, Zoning Administrator, or City Administrator.

B. Filing.

1. An application for any request or procedure shall be filed with the Zoning Administrator.
2. The application shall be on forms provided by the City and shall be filed in such number as the instructions provide.
3. All plans shall be at a scale sufficient to permit a clear and precise understanding of the proposal.
4. The application shall include all information, plans, and data, specified in the forms provided by the City and sufficient to determine whether the application will conform to the requirements set forth in this Title.

C. Completeness.

1. The Zoning Administrator shall determine whether the application is complete.
2. If the application is not complete, the Zoning Administrator shall notify the applicant of any deficiencies and shall take no steps to process the application until the deficiencies are remedied.
3. **Dormant Applications.**
 - a. If the Zoning Administrator determines that the application is incomplete, it will become dormant under these circumstances:
 - (1) The applicant has been notified of such deficiencies and has not responded or provided a timeline for completing the application within ninety (90) days from the time of notification.
 - (2) The applicant has not responded in writing to a request for information or documentation from staff or the initial Planning and Zoning Commission review within six (6) months from the date of that request.
 - (3) 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.
 - b. If the Zoning Administrator 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.
 - c. 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.
4. Once the Zoning Administrator has determined that the application is complete, the application shall be scheduled for consideration at the appropriate meeting, as needed.

D. Fees.

1. Every application shall be accompanied by the required filing fee as established and modified, from time to time, by the City Council provided in Section 1-7-9 of the Yorkville Municipal Code.
2. No fees shall be waived, and no fees shall be refunded except those authorized by the Mayor, City Administrator, or their designee in their sole discretion.

- E. **Withdrawal of Application.** An applicant shall have the right to withdraw an application at any time prior to the decision on the application by the Planning and Zoning Commission or City Council. Such withdrawal shall be in writing.
- F. **Successive Applications.**
1. A subsequent application shall not be reviewed or heard within one (1) year of the date of denial unless there is substantial new evidence available or if a significant mistake of law or of fact affected the prior denial.
 2. Such subsequent applicant shall include a detailed statement of the grounds justifying its consideration.
 3. The Zoning Administrator shall decide as to whether the subsequent application provides substantial new evidence.
 4. If the Zoning Administrator finds that there are no grounds for consideration of the subsequent application, they shall summarily and without hearing deny the request.

10-8-3. Permits, Certificates, and Administrative Review

- A. **Summary of Administrative Review and Action.** Table 10-8-3(A) summarizes the Administrative Review and Approval Procedures and identifies the administrator that serves as the review and decision-making body.

Table 10-8-3(A): Summary of Administrative Review and Approval Procedures		
Administrative Review Procedure	Zoning Administrator	Zoning Officer
Building Permit	○	●
Certificate of Occupancy	○	●
Lot Split	●	
Sign Permit	○	●
Temporary Use Permit	●	○
Key:		
● = Review and Decision Making Body		
○ = Review Body		

- B. **Building Permit.**
1. **Permit Required.** A building permit issued by the Zoning Officer shall be required for the construction, reconstruction, enlargement, or relocation of any building or structure. It shall be unlawful for any person to erect, move, add to, or structurally alter any building or structure, or to use or change the use of any building or land without a building permit.
 2. **Placement.** The permit shall be posted in a prominent place on the premises prior to and during the period of construction, reconstruction, enlargement, or moving.
 3. **Compliance.** Before a building permit is issued for the erection, moving, alteration, enlargement or occupancy of any building or structure or use of premises, the plans and intended use shall indicate conformity in all respects to the provisions of this Title.
 4. **Requirements.**
 - a. **Site Plan.** Every application for a building permit submitted to the officer shall be accompanied by a site plan and/or plat of survey, drawn to scale, showing the lot and the building site and the location of existing building on the lot, accurate dimensions of the lot, yards and building or buildings, together with locations and uses, together with such other information as may be necessary to the enforcement of this title.
 - b. **PIN Number and Address.** Every application shall include the Property Index Number (PIN), lot number, and/or address of the parcel where the improvement is being located.

- c. **Fees.** No approval shall be issued until appropriate fees have been paid as stated in Section 1-7-9 of the Yorkville Municipal Code.

5. **Review Process.**

- a. A building permit application shall be reviewed by both the Zoning Officer and Zoning Administrator or an appointed designee of their choosing.
- b. The Zoning Officer and Zoning Administrator or their appointed designee will ensure that every application is in compliance with this Title and all other adopted municipal regulations.
- c. Site plan review is required prior to the issuance of a building permit to certify compliance and shall be required for any development meeting one of the following criteria.
 - (1) New development, including the construction or placement of any new building(s) or expansion of any existing building.
 - (2) Any development which will increase the overall impervious lot coverage of a parcel.
 - (3) Any development subject to off-street parking and loading requirements.
- d. The Zoning Officer shall act upon each application after it is filed in compliance with the provisions of this Title and provide the applicant(s) with a fee receipt.
- e. In the case that an application is not in compliance with this Title or the application provided insufficient information then the Zoning Officer shall notify the applicant, in writing, of said official's refusal to issue an approval detailing the reason(s) for the refusal.

- 6. **Expiration and Lapse of Approval.** The applicant shall have six (6) months from the date of approval to secure a building permit to carry out the proposed improvements. If a building permit has not been obtained within six (6) months of the date of approval, the approval shall expire. An extension of the time requirements may be requested in writing and granted by the Zoning Administrator for good cause shown by the applicant, provided a written request is filed with the City at least two (2) weeks prior to the respective deadline.

C. **Certificate of Occupancy.**

- 1. A Certificate of Occupancy shall be required for any of the following, except buildings incidental to agricultural operations other than residences:
 - a. Occupancy and use of a building hereafter erected or enlarged.
 - b. Change in the use of an existing building.
 - c. Occupancy and use of vacant land except for the raising of crops.
 - d. Change in the use of land to a use of a different classification except for the raising of crops.
 - e. Any change in the use of a nonconforming use.
- 2. No such occupancy, use or change of use shall take place until a Certificate of Occupancy therefor shall have been issued.
- 3. **Review Process.**
 - a. A Certificate of Occupancy shall be reviewed by both the Zoning Officer and Zoning Administrator.

- b. The Zoning Officer and Zoning Administrator shall ensure that every application is in compliance with this Title and all other adopted municipal regulations.
 - c. **Zoning Officer Action.** The Zoning Officer shall act on an application for a Certificate of Occupancy within ten (10) business days after a written request for the same has been submitted to the Zoning Officer.
4. **Temporary Certificate of Occupancy.** Pending the issuance of such a certificate, the Zoning Officer may issue a temporary Certificate of Occupancy for a period of not more than six (6) months during the completion of the construction of the building or of alterations which are required under the terms of any law or ordinance.
- a. **Renewal.** Such temporary certificate may be renewed an additional six (6) months, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or of the City relating to the use or occupancy of the land or building, or any other matter covered by this title, and such temporary certificates shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.
5. **Records Of Action.** A record of all certificates of occupancy shall be kept on file by the Zoning Officer and a copy shall be forwarded, on request, to any person having proprietary or tenancy interest in the building or land affected.
- D. **Lot Splits.**
- 1. **Applicability.** A lot split is a subdivision which meets any one (1) if the following conditions.
 - a. The split of a single lot into three (3) or fewer lots.
 - b. Subdivisions solely for the creation of public right of way or other public tracts of land.
 - c. Lot line or boundary adjustments to a filed Final Plat.
 - d. Correction of errors or omissions on a filed Final Plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.
 - 2. **Lot Split Review Criteria.**
 - a. **Comprehensive Plan Alignment.** The Lot Split is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 - b. **Compliance.** The Lot Split is consistent with the provisions of this Title and the governing zoning district.
 - 3. **Zoning Administrator Review and Action.** Upon the determination of completeness, the application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection 2 above. Based upon their review, the Zoning Administrator shall approve or deny the Lot Consolidation/Split application in writing.
 - 4. **Advancement To Variance.** The Zoning Administrator may advance any Lot Consolidation/Split application to a Subdivision in instances that, in the opinion of the Zoning Administrator, require public input and review by the Planning and Zoning Commission to approve or deny. Any Lot Consolidation/Split advanced to a Subdivision shall follow the procedure in Section 10-8-6.
- E. **Sign Permit.**
- 1. **Purpose.** A Sign Permit shall be required prior to the display, copy change, construction, erection, or alteration of a sign, and its structural components, on any property to verify compliance with all applicable standards of this Title and the applicable sections of the building code as adopted by the City. All electrical installations associated with the erection and installation of a sign must be done in accordance with the adopted Building and Electrical Codes.
 - 2. **Exemptions.** Signs exempt from a permit are listed in Section 10-6-4 of this Title.

3. **Sign Permit Review Criteria.** To approve the issuance of a Sign Permit, the Zoning Administrator and Zoning Officer shall make an affirmative finding that all applicable provisions of this Title, the Building Code, and all other City ordinances are met.
4. **Review Process.**
 - a. A Sign Permit application shall be reviewed by both the Zoning Officer and Zoning Administrator.
 - b. The Zoning Officer and Zoning Administrator shall ensure that every application complies with this Title, the Building Code, and all other adopted municipal regulations.
 - c. **Zoning Officer Action.** Based upon their review, the Zoning Officer shall approve or deny the Sign Permit application in writing.
5. **Expiration and Lapse of Approval.** A Sign Permit shall become null and void, if work authorized under the permit has not been completed within six (6) months of the date of issuance.
6. **Comprehensive Sign Plan.** Signage may also be approved through a Comprehensive Sign Plan as specified in Section 10-6-8.

F. Temporary Use Permit.

1. **Purpose.** A Temporary Use Permit shall be required prior to the commencement of a Temporary Use identified in Table 10-3-12.
2. **Temporary Use Permit Review Criteria.** To approve a Temporary Use Permit, the Zoning Administrator shall make an affirmative finding that the following criteria are met:
 - a. **Land Use Compatibility.** The Temporary Use shall be compatible with the purpose and intent of this Title and the district in which it will be located. The Temporary Use shall not impair the normal, safe, and effective operation of a permanent use on the same site. The Temporary Use shall not endanger or be materially detrimental to the public health, safety, or welfare, or injurious to property or improvements in the immediate vicinity, given the nature of the activity, its location on the site, and its relationship to parking and access points.
 - b. **Compliance with Other Regulations.** A Building Permit or temporary Certificate of Occupancy may be required before any structure used in conjunction with the Temporary Use Permit is approved, constructed, or modified. All structures and the site shall meet all applicable building code, UDO, and fire code standards and shall be promptly removed upon the cessation of the use or event. Upon cessation of the use or event, the site shall be returned to its previous condition, including the removal of all trash, debris, signage, attention attracting devices, or other evidence of the special event or use.
 - c. **Hours of Operation and Duration.** The duration and hours of operation of the Temporary Use shall be consistent with the intent of the event or use, and compatible with the surrounding land uses. The duration and hours of operation shall be established by the Zoning Administrator at the time of approval of the Temporary Use Permit.
 - d. **Traffic Circulation.** The Temporary Use shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections, and traffic controls, as determined by the City Engineer.
 - e. **Off-Street Parking.** Adequate off-street parking shall be provided for the Temporary Use, as determined by the Zoning Administrator, and it shall not create a parking shortage for any of the other existing uses on the site.
 - f. **Public Conveniences and Litter Control.** Adequate on-site restroom facilities and on-site solid waste containers may be required as deemed appropriate by the Zoning Administrator. The applicant shall provide a written guarantee that all litter generated by the event or use shall be removed at no expense to the City.

- g. **Appearance and Nuisances.** The Temporary Use shall be compatible in intensity, appearance, and operation with surrounding land uses, and shall not impair the usefulness, enjoyment, or value of adjacent property due to the generation of noise, dust, smoke, glare, spillover lighting, or other forms of environmental or visual pollution.
- h. **Other Conditions.** The Zoning Administrator may establish any additional conditions deemed necessary to ensure land use compatibility and to minimize potential adverse impacts on nearby uses, including, but not limited to, time and frequency of operation, temporary arrangements for parking and traffic circulation, screening/buffering requirements, and guarantees for site restoration and cleanup following the Temporary Use. Conditions may include, but shall not be limited to:
 - (1) Modifications or restrictions on the hours of operation, duration of the event, size of the activity or other operational characteristics.
 - (2) If the permit applicant requests the City to provide extraordinary services or equipment or if the Zoning Administrator otherwise determines that extraordinary services (e.g., traffic control or security personnel) or equipment should be provided to protect public health or safety, the applicant shall pay to the City a fee sufficient to reimburse the City for the costs of these services if not provided by the applicant. This requirement shall not apply if the event or use has been anticipated in the budget process and sufficient funds have been included in the budget to cover the costs incurred.

3. **Review Process.**

- a. A Temporary Use Permit shall be reviewed by both the Zoning Officer and Zoning Administrator or an appointed designee of their choosing.
- b. The Zoning Officer and Zoning Administrator shall ensure that every application complies with this Title, the Building Code, and all other adopted municipal regulations.
- c. **Zoning Administrator Review and Action.** Upon determination of completeness, the application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection (F)(2) above. Based upon their review, the Zoning Administrator shall approve or deny the Temporary Use Permit application in writing.

10-8-4. Board/Commission General Review and Action Procedures

- A. **Summary of Board/Commission Review and Approval Procedures.** Table 10-8-4(A) summarizes the Board and Commission Review and Approval procedures and identifies the appropriate boards or commissions that serve as recommending or decision-making bodies.

Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures				
Petition Review Procedure	Plan Council	Economic Development Committee	Planning and Zoning Commission	City Council
Special Use	A	A	R ¹	D
Subdivision	A	A	R	D
Planned Unit Development	A	A	R ¹	D
Variation	A	A	R ¹ /D ³	D ³
Appeal			D	
Text Amendment		A	R ¹	D
Map Amendment	A ²	A	R ¹	D
Annexations	A ²	A		D
Annexation Agreements	A ²	A		D ⁴
Economic Incentive/Development Agreement	A ²	A		D
Key:				
A = Advisory Body				
R = Recommending Body				
D = Decision Making Body				
1 = Public Notice Required				
2 = Optional Review Step at the Zoning Administrator's discretion				
3 = Authorized Variances per Section 10-8-9.B				
4 = Taxing Body Notice per Table 10-8-4 (B)(1)				

B. Public Notice Requirements.

1. **Notice Requirements by Procedure.** Table 10-8-4 (B)(1) summarizes the notice requirements per Board and Commission review and approval procedure.

Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Action Procedure		
Petition Review Procedure	Published Notice	Mailed Notice
Special Use	•	•
Special Use Major Amendment	•	•
Planned Unit Development	•	•
Planned Unit Development Major Amendment	•	•
Variation	•	•
Map Amendment	•	•
Text Amendment	•	

Annexations		
Annexation Agreements	•	1
Economic Incentive/Development Agreement		
Key:		
• = Required Notice Method		
1= Required Notice only to Trustees of Fire Protection District and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under township jurisdiction.		

2. **Published Notice.** The City shall cause a notice to be published in a newspaper of general circulation within the City. The notice shall include the date, time, place and purpose of such hearing, the name of the applicant and the legal description, parcel index number (PIN), and/or address of the subject property, if applicable. Such notice shall be published not less than fifteen (15) days nor more than thirty (30) days in advance of the scheduled hearing date.
 3. **Mailed Notice.** The applicant or the City, at the discretion of the Zoning Administrator, shall mail notice by certified mail properly addressed as shown on the county tax assessor's rolls and with sufficient postage affixed thereto, with return receipt requested, to all owners of record whose lot or portion of a lot lies within five-hundred (500) feet of the applicable site's outermost property line. The notice shall state the date, time, place, and purpose of the hearing, and shall be sent not less than fifteen (15) days nor more than thirty (30) days in advance of the scheduled hearing date.
 - a. **Affidavit Required.** If such notice is mailed by the applicant, the applicant shall file a sworn affidavit containing a complete list of the names and last known addresses of all owners of record entitled to notice and served and attach thereto all United States Post Office return receipts as documentation of compliance with provisions in this subsection 3. Such affidavit and the return receipts must be submitted to the Zoning Administrator no later than twenty-four (24) hours in advance of the public hearing.
 - b. **Annexation Agreements.** The applicant or the City, at the discretion of the Zoning Administrator, shall only mail notice by certified mail properly addressed as shown on the county tax assessor's rolls and with sufficient postage affixed thereto, with return receipt requested, to the Trustees of Fire Protection District, and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under township jurisdiction. The notice shall state the date, time, place, and purpose of the hearing, and shall be sent not less than ten (10) days in advance of the scheduled hearing date, in accordance with Section 7-1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.)
 4. **Cost of Notice.** All costs associated with mailed and published notice, as required by this UDO, shall be the responsibility of the applicant.
- C. **Recording of Documents.** Recording of documents as required by the City in instances of special use, variation, subdivision, consolidation, map amendment, or Planned Unit Development or otherwise required by state statutes, shall be completed by the City Clerk and at the expense of the applicant. Notice of all fees shall be furnished to the applicant by the Zoning Administrator and paid prior to the recording of documents.

10-8-5. Special Uses

- A. **Purpose.** The Special Use process is intended to provide the City additional discretion in the approval process for uses which, because of their unique characteristics, require additional consideration due to the potential impact on neighboring land and of the public need for the particular use at the particular location.
- B. **Procedure.** The Special Use process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:

1. **Plan Council.** The Plan Council shall review the application and report to the Planning and Zoning Commission its findings and recommendations.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Special Use conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the application and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended stipulations of conditions and guarantees as part of the approval.
 4. **City Council.** The City Council shall consider the Planning and Zoning Commission's recommendation, the Zoning Administrator report, and public comment received at the Planning and Zoning Commission public hearing, and shall approve, conditionally approve, or deny the Special Use, or refer the Special Use back to the Planning and Zoning Commission for further consideration.
 5. **Recordation.** Any approved Special Use shall be recorded with the City Clerk.
- C. **Protest.** In the event of written protest against any proposed Special Use, signed and acknowledged by the owners of twenty (20) percent of the frontage adjacent thereto, or across an alley, or directly opposite therefrom, such Special Use shall not be granted except by the favorable vote of two-thirds ($\frac{2}{3}$) of all members of the City Council. In such cases of written protest, a copy of the written protest shall be served by the protestor(s) on the applicant for the proposed Special Use and a copy upon applicant's Attorney, if any, by certified mail at the address of such applicant and attorney shown in the application for the proposed Special Use.
- D. **Standards.** No Special Use shall be recommended by the Planning and Zoning Commission or approved by the City Council unless the following are found:
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 or near 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 shall be provided.
 5. Adequate measures shall 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 City's adopted Comprehensive Plan.
- E. **Conditions and Guarantees.** Prior to the granting of any Special Use, the Planning and Zoning Commission may recommend and the City Council may require conditions and restrictions, upon establishment, location, construction, maintenance, and operation of the Special Use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in Subsection F of this section. In all cases in which Special Uses are considered the Planning and Zoning Commission may recommend and the City Council may require such evidence and guarantees as it may deem necessary as proof that the conditions in connection with the Special Use are being and will be complied with as required.

- F. **Approval.** Any application for a Special Use which fails to receive a majority vote for favorable recommendation or favorable recommendation with conditions from the Planning and Zoning Commission shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council, and any Special Use application which receives the favorable recommendation or favorable recommendation with conditions from the Planning and Zoning Commission may be denied by a majority vote of the City Council.
- G. **Expiration and Lapse of Approval.** In any case where a Special Use has been granted pursuant to the provisions of this chapter, such approval shall become null and void unless it is constructed and in active use within three (3) years of the date of issuance. An applicant may request an extension of an additional year, to be approved by a majority vote of the City Council.
- H. **Amendments to Approved Special Uses.**
1. **Determination of Level of Change.** Upon receiving a Special Use amendment application, the Zoning Administrator shall determine whether the amendment is a minor amendment, or a major amendment based on the criteria detailed in Section 10-8-5(H)(2) below.
 2. **Major Amendment.** A major amendment is any proposed change to an approved Special Use that results in one or more of the following:
 - a. Increase in the intensity of the site's use,
 - b. Additional noise, glare, odor, or other impacts that are detectable from off-site
 - c. Affects the subject property in a manner that inhibits its continued use or reuse, or
 - d. Results in a change inconsistent with any standards or conditions imposed by the City Council in approving the Special Use, as determined by the Zoning Administrator
 3. **Minor Amendment.** A minor amendment is any proposed change to an approved Special Use that is consistent with the standards and conditions upon which the Special Use was approved, which does not alter the concept or intent of the Special Use and is not considered a major amendment as detailed in Section 10-8-5(H)(2).
 4. **Approval Process.**
 - a. **Major Amendments.** A major amendment to an approved Special Use shall follow the procedure for a Special Use approval set in Section 10-8-5(B).
 - b. **Minor Amendments.**
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.
 - (2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets the applicable review criteria. Based on the review, the City Council shall approve or deny the application. Any amendment shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council. Any minor amendment shall be approved by the City Council by ordinance.
 - (3) **Recordation.** The minor amendment shall be recorded with the City Clerk.

Figure 8.1. Special Use Procedure



10-8-6. Subdivision Procedures

- A. **Purpose.** The purpose of this section is to establish the procedures regarding the subdivision, development, and platting of land, the preparation of plats, installation of utilities, and extension of streets and highways.
- B. **General Provisions.**
1. **Zoning District Compliance.** No subdivision shall be approved unless it conforms to all of the requirements of this Title. Whenever there is a discrepancy between minimum standards or dimensions of this Title, building codes or other adopted regulations, codes, or ordinances, the most restrictive shall apply.
 2. **Comprehensive Plan Conformance.**
 - a. All proposed subdivisions shall conform to the most recently adopted Comprehensive Plan.
 - b. The arrangement, character, extent, width, grade, and location of all streets shall conform to all the elements of the Comprehensive Plan and shall be designed in accordance with sound planning and engineering principles as well as the improvement provisions outlined in this Section.
 3. **Subdivision Review Criteria.**
 - a. **Comprehensive Plan Alignment.** The Final Plat is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 - b. **Compliance.** The Final Plat is consistent with the provisions of this Title and the governing zoning district.
- C. **Subdivisions.**
1. **Applicability.** Any subdivision of land dividing or consolidating two (2) or more lots or parcels.
 2. **Easements.** When a subdivision will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the Zoning Administrator and the City Engineer.
 3. **Access and Streets.** The splitting of land shall provide each lot with access to a public street or highway, so that access to each lot is assured.
 4. **Preliminary Plan.** The petitioner or landowner may submit for a Preliminary Plan prior to a Final Plat.
 - a. Approval of the Preliminary Plan is tentative only and shall be effective for a period of twelve (12) 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) twelve-month periods.
 - b. The procedure for a Preliminary Plan will follow the procedures outlined in Section 10-8-6(C)(7) of this Title.
 5. **Final Plan.** The petitioner or landowner may submit directly for a final plat.
 6. **Plat of Subdivision, Plat of Resubdivision or Plat of Consolidation Requirements.**
 - a. **Size.** The plat of subdivision shall be drawn in ink, at a scale of one (1) inch equals one hundred (100) feet or larger, on a nonfading, stable, Mylar material.
 - b. **Numbering.** When more than one (1) 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.

c. **Information.**

- (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 the Illinois State Plane Coordinate System, East Zone, NAD 83, or the current National Spatial Reference System.
- (2) **Monuments.** 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) **Exterior Boundary Lines.** The exact length and bearing of all exterior boundary lines, public grounds, meander lines, and easements, unless they parallel a noted boundary.
- (4) **Widths.** The exact width of all easements, streets, and alleys.
- (5) **Lot Lines.** The dimensions of all lot lines, to the nearest one-hundredth of a foot.
- (6) **Setback Lines.** Building setback lines on all lots.
- (7) **Consecutive Numbering.** All lots consecutively numbered within consecutively numbered blocks.
- (8) **Lot Angles.** The number of degrees, minutes, and seconds of all lot angles or bearings of same, other than ninety (90) degrees, 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) **Circular Curves.** When a street is on a circular curve, the main chord of the centerline 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-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) **Street Names.** 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) **Abutment.** Abutting state highway lines and streets of adjoining plats shown in their proper location by dotted lines. The width, names, and recording document numbers of these streets and highways and plats shall also be given.
- (12) **Dedicated Lands.** All lands dedicated to public or private use, including roads, streets, and existing easements, shall be clearly marked and recording document numbers shown on the plat.
- (13) **Watercourses and Drainage.** All watercourses, drainage ditches, and other existing features pertinent to subdivision.
- (14) **Access to Lakes or Streams.** 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) **Survey 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

vertical rod, and not less than five (5) inches in diameter by twenty-four (24) inches long or four (4) inches square by twenty-four (24) inches in length, set flush with the adjacent ground. Each permanent monument shall have a suitable mark in the center of the top. Concrete monuments shall be erected at a minimum of two (2) exterior boundary corners. Metal monuments not less than one-half inch in diameter and twenty-four (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) **Survey.** 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 1/5,000, the plat may be rejected.
- (17) **Certificates of Approval.** The current City approved certificates of approval to be shown on final plat, as applicable:
- (a) Surveyor.
 - (b) Owner.
 - (c) Notary.
 - (d) City Administrator.
 - (e) Township Highway Commissioner, if applicable.
 - (f) County Supervisor of Highways, if applicable.
 - (g) Illinois Department of Transportation, if applicable.
 - (h) City Clerk.
 - (i) City Planning and Zoning Commission, Chairman.
 - (j) City Council Certificate.
 - (k) County Clerk.
 - (l) County Recorder.
 - (m) City Engineer.
7. **Procedure.** The subdivision process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
- a. **Plan Council.** The Plan Council shall review the Final Plat and report to the Planning and Zoning Commission its findings and recommendations.
 - (1) A community meeting of area/neighborhood property owners explaining the proposed Subdivision conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission meeting.
 - b. **Economic Development Committee.** The Economic Development Committee shall review the Final Plan and report to the Planning and Zoning Commission its findings and recommendations.
 - c. **Planning and Zoning Commission.** After reviewing the Final Plat, the Planning and Zoning Commission shall recommend either approval or denial of the Final Plan to City Council in writing and its reasons for such recommendation.

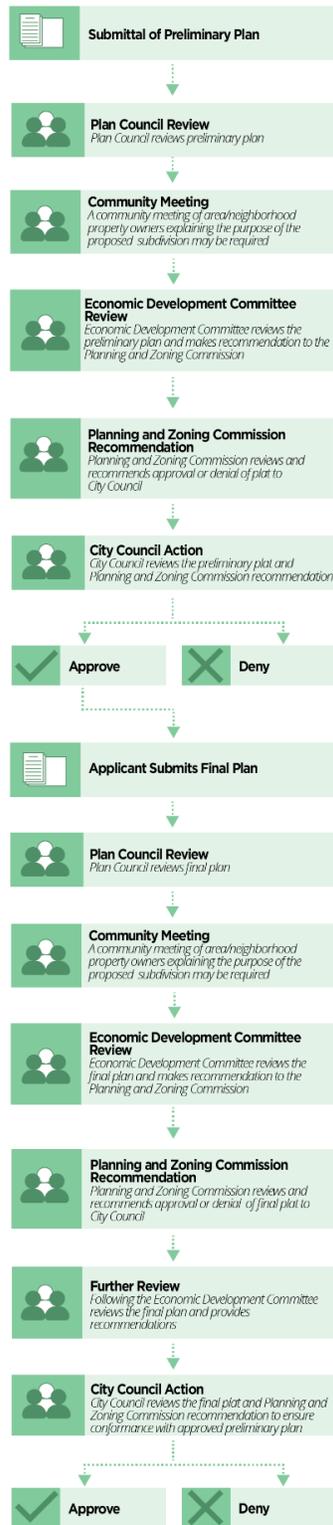
- d. **City Council.** The Final Plat shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the Final Plat. Any final plat shall be approved by the City Council by ordinance.
- e. **Recording of Final Plat.** The Final Plat shall be recorded by ordinance with the County Recorder of Deeds, within ninety (90) 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. All necessary fees owed to the City shall be satisfied in relation to the project and any required security posted prior to the recordation of the final plat is also required.

D. Amendments to Approved Subdivisions.

1. **Determination of Level of Change.** Upon receiving a Subdivision Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria in Section 10-8-6(D)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Subdivision that results in one or more of the following changes:
 - a. Increase in density,
 - b. Increase in the number of dwelling units,
 - c. Reduce open space by more than five (5) percent,
 - d. Modify the proportion of the housing types proposed,
 - e. Change parking areas in a manner that is inconsistent with those in the approved subdivision,
 - f. Alter alignment of roads, utilities, or drainage, or
 - g. Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Subdivision as determined by the Zoning Administrator.
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Subdivision that is consistent with the standards and conditions upon which the Subdivision was approved or meets the criteria set forth in Section 10-8-3(D)(1) of this Title, which does not alter the concept or intent of the Subdivision and is not considered a major amendment as detailed in Section 10-8-6(D)(2).
4. **Approval Process.**
 - a. **Major Amendments.** A major amendment to an approved Subdivision shall follow the procedure set in Section 10-8-6(C)(7).
 - b. **Minor Amendments.** A minor amendment to an approved Subdivision, other than those set forth in Section 10-8-3(D)(1) of this Title, shall be reviewed as follows:
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.
 - (2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the minor amendment. Any minor amendment shall be approved by the City Council by ordinance.
 - (3) **Recordation.** An approved minor amendment shall be recorded by ordinance with the County Recorder of Deeds, within ninety (90) days from the date of final approval, or final approval shall be considered null and void.

void. This requirement shall not apply when delay in recording a plat is due to circumstances beyond the control of the City or developer. All necessary fees owed to the City shall be satisfied in relation to the project and any required security posted prior to the recordation of the final plat is also required.

Figure 8.2. Subdivision Procedure



10-8-7. Required Improvements.

1. **Improvement Requirements Prior to Filing Final Plat.** Upon approval of both the Final Plan and the plans and specifications for the required subdivision improvements by the Planning and Zoning 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 applicant may construct and install the required subdivision improvements prior to filing the final plat with the Planning and Zoning Commission for final approval or post a construction guarantee for the public improvements. If construction does not begin within four (4) years of Final Plat approval, the subdivider may be required to revise the plat to comply with new City requirements.
2. **Subdivision Securities.**
 - a. **Construction Guarantee.** In lieu of construction in Section 10-8-7(E) of this chapter, the subdivider shall post with the City prior to recordation of the Final Plat, a construction guarantee in the form of an irrevocable letter of credit or irrevocable performance bond, payable to the United City of Yorkville, sufficient to cover the full cost, plus twenty (20) percent, of the required improvements, as estimated by the engineer employed by the subdivider and approved by the City Engineer, to ensure the satisfactory installation of required improvements as outlined in this chapter, and contained in the approved plans and specifications prior to the recording of the final plat. A surety or bank recognized by the State of Illinois, and carrying a rating sufficient to cover the cost of construction, and approved by the City Attorney, shall issue the bond or letter of credit posted. The subdivider shall use the standard bond form or letter of credit form used by the City. Construction guarantee shall not be reduced to below twenty (20) 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 (1) year. Subsequent renewals of the construction guarantee shall also be for a period of at least one (1) year.
 - b. **Projects Nearing Two (2) Years.** Projects nearing (2) two years into construction will receive a status inquiry letter from the City Engineer and require an updated public improvement completion (PIC) schedule.
 - c. **Projects Nearing Three (3) Years.** Projects nearing (3) three years into construction will receive a status inquiry letter from the City Engineer with a punchlist of uncompleted improvements and will require an updated PIC schedule.
 - d. **Projects Nearing Four (4) Years.** Projects nearing four (4) years into construction will receive a status inquiry letter from the City Engineer with a punchlist of uncompleted improvements, require an updated PIC schedule and formal notification that the project will be in default if an extension is not requested and approved prior to the four-year construction deadline.
 - e. **Projects Over Four (4) Years.** Projects over four (4) years into construction will receive notification of default from the City Engineer, at the City Council direction, indicating that the letter of credit or performance bond is subject to a demand for call within sixty (60) days of the date of the notice should the developer not seek an extension for completion.
 - f. **Reduction of Subdivision Securities.** Final acceptance, approval of land improvements and corresponding reduction or release of letters of credit and/or performance bonds shall be as follows:
 - (1) The City Engineer shall issue a written recommendation including the basis for approving, denying, or modifying a request for reduction. The recommendation shall include the amount of the reduction based upon the engineer's estimate of probable cost as adjusted by an inflation factor from the initial date of issuance of the letter of credit or performance bond to the date of reduction. In order to calculate the inflation factor, the "Engineering News Record" construction cost index shall be used. The City Engineer shall also determine the remaining amount of the letter of credit and/or performance bond after the reduction.
 - (2) The City Engineer's written recommendation shall be forwarded to the City Administrator for approval.

- (3) Following the City Administrator's concurrence with the City Engineer's recommendation, the reduction shall be deemed approved or denied and the City Engineer is authorized to issue a letter to implement the decision.
- (4) In the event the City Administrator does not concur with the City Engineer's recommendation, the Mayor shall have the final authority to approve or deny the City Engineer's recommendation.
- (5) A developer may appeal the decision of the City Administrator to the Mayor, who shall review and make a final determination to affirm or reverse the City Administrator's initial decision.
- (6) The City Administrator or designee shall issue reports quarterly or more frequently as deemed appropriate, to the Mayor and City Council that summarize letter of credit and/or performance bond reduction requests that have been received and actions taken pursuant to those requests.

3. Construction Warranty.

- a. The subdivision irrevocable performance bond or letter of credit shall be released after an appropriate City Council action accepting the improvements for public ownership. Except as provided in subsection (b) of this section, this subdivision letter of credit or performance bond 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 all improvements will properly function as designed, with no defects before the City Council formal acceptance.
- b. A maintenance guarantee shall be required for all landscaping but shall not be required for improvements that are on private property that do not serve, benefit, or impact properties other than the one (1) being developed.
- c. It is a violation of this Code to fail to complete an infrastructure component that results in harm to the public improvement system or in the potential failure of the system.

4. Filing. Not more than ten (10) months after Final 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:

- a. Streets,
- b. Curbs and gutter,
- c. Storm drainage, including storm sewers and stormwater detention, building storm drains (footings, roof, etc.),
- d. Comprehensive drainage plan, including grades of surface drainageways,
- e. Sanitary sewerage system,
- f. Water supply and distribution,
- g. Public utility locations,
- h. Streetlights,
- i. Sidewalks,
- j. Street signs, guardrails, and other special requirements,
- k. Parkway trees, and
- l. Payment in full of all City fees.

5. **Construction and Inspection.**

- a. 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 this section and the City's standard specifications for improvements.
- b. The subdivider shall pay all expenses incurred by the United City of Yorkville to provide field inspections and testing of all construction work and materials before, during, and after construction.
- c. On-street parking during build out of the development shall be limited to one (1) 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.
- d. Dumpsters, work trailers, and construction materials shall not be stored or located in roadways or public rights-of-way at any time, without exception.
- e. The subdivider is required to submit an acknowledgment of public improvement completion (PIC) schedule in a form approved by the City Attorney and City Engineer. The PIC schedule shall include the following information:
 - (1) The schedule when public improvements are to be completed.
 - (2) The schedule shall state that the City will place as a condition in the Final Plat of subdivision approval ordinance or PUD ordinance that the development must have all streets, sewers, water mains, streetlights, and other public improvements installed in a workmanship-like manner within four (4) years of initial construction.
 - (3) The schedule will require the subdivider/developer to provide proof by a title search that all accepted infrastructure is free and clear of all liens and encumbrances.
 - (4) The schedule shall state that the subdivider/developer will maintain the public improvements until they are approved and accepted by the City.

6. **As-Built Plans.** 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 of credit assuring their completion. The coordinate system for as built drawings shall be NAD27 Illinois State planes, east zone, U.S. foot (IL-E). The "as built" plans shall be submitted on reproducible Mylar, and digitally in a format acceptable to the City.

7. **Acceptance of Dedication, Improvements.**

- a. 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.
- b. Recordation of the Final Plat shall be dependent on presentation of proof of responsibility for the maintenance of all community improvements.
- c. 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, make recommendations in 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 title, after City Council acceptance.

10-8-8. Planned Unit Development

- A. **Purpose and Intent.** The purpose of the regulations, standards, and criteria contained in this Section is to provide an alternate procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this Section. The objective of the Planned Unit Development process is to accommodate a higher level of design and amenity than is possible to achieve under otherwise applicable UDO regulations. The end result can be a product which fulfills the objectives of City plans and policies, including but not limited to the Comprehensive Plan, while departing from the strict application of the regulations of this UDO. The Planned Unit Development is intended to permit and encourage such flexibility and to accomplish the following purposes:
1. To promote long term planning pursuant to the City of Yorkville Comprehensive Plan and other relevant plans and City policies.
 2. To stimulate creative approaches to the commercial, residential, and mixed-use development of land.
 3. To provide more efficient use of land.
 4. To preserve natural features and provide open space areas and recreation areas in excess of that required under this UDO.
 5. To develop new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities.
 6. To unify buildings and sites through design.
- B. **General Provisions.**
1. Any development encompassing four (4) or more acres in area shall be approved as a Planned Unit Development in accordance with this UDO.
 2. Each Planned Unit Development shall be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Unit Development solely upon an already existing Planned Unit Development except to the extent such Planned Unit Development has been approved as part of a development master plan.
 3. The burden of providing evidence and persuasion that any Planned Unit Development is necessary and desirable shall rest with the applicant.
- C. **Planned Unit Development Relation to Base District Standards.**
1. A Planned Unit Development, if approved, shall be a Special Use.
 2. A Planned Unit Development, if approved, may allow for modifications to the standards of the base district. All such modifications shall be referred to as site development allowances.
 3. Notwithstanding any limitations on Variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance in the Planned Unit Development application and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one (1) of the modification standards detailed in Section 10-8-8(D).
 4. All approved site development allowances shall be delineated in the ordinance approving the Planned Unit Development as a Special Use as it applies to the subject property.

- D. **Modification Standards.** An applicant seeking a site development allowance shall be required to justify their request through the provision of tangible benefits to the City of Yorkville by meeting a minimum of one (1) of the modification standards detailed below.
1. **Landscape Conservation and Visual Enhancement.** The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.
 2. **Sustainable Design.** The Planned Unit Development is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, employment of an alternative energy system or solution, and landscaping design capable of reducing energy consumption and improving onsite stormwater management.
 3. **Public Gathering Space.** The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.
 4. **Placemaking.** The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces, etc.
 5. **Universal Design.** The Planned Unit Development includes buildings designed with accessible features such as level access from the street and/or zero entry thresholds.
 6. **High Quality Building Materials.** The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO.
 7. **Age-Targeted Development.** The Planned Unit Development includes residential dwelling units, amenities, and design characteristics intended to accommodate the lifestyles and needs of senior citizens.
 8. **Affordability.** The Planned Unit Development includes residential dwellings that are deed restricted for households that make less than or equal to eighty (80) percent of the Kendall County median income.
 9. **Provision of a Public School.** The Planned Unit Development includes a facility that directly supports the functioning or operation of the Yorkville Community Unit School District or another public school district.
 10. **Provision of a Regional Park.** The Planned Unit Development includes a park of sufficient size and with high quality amenities adequate to draw visitors and provide recreational opportunities for residents throughout the region in addition to serving residents of Yorkville. The regional park is integrated into the design of the Planned Unit Development and has a direct relationship to the other main buildings and uses on-site.
 11. **Funding or Construction of Public Roadways.** The Planned Unit Development includes the construction of roadways adjacent to the subject site as planned in the City of Yorkville Comprehensive Plan, Kendall County Long-Range Transportation Plan, or another transportation plan adopted by a local, County, or regional entity.
 12. **Regional Utility Improvements.** The Planned Unit Development involves the construction of a utility improvement identified in the City or Yorkville Comprehensive Plan or other policy document adopted by a local, County, or regional entity.

- E. **Standards of Review.** The following standards for review shall be utilized in the review of a Planned Unit Development application as a whole, including any requested site development allowances and the modification standards proposed to justify those requests. The standards of review in this Section shall be considered in addition to the standards for Special Use Permits as specified in Section 10-8-5. No application for a Planned Unit Development shall be approved unless the City Council finds that the application meets all of the following standards:
1. **Plan and Policy Alignment.** The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 2. **Integrated Design with Identifiable Centers and Edges.** The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
 3. **Public Welfare.** The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
 4. **Compatibility with Adjacent Land Uses.** The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
 5. **Impact on Public Facilities and Resources.** The Planned Unit Development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The Planned Unit Development shall include such impact fees as may be reasonably determined by the City Council. These required impact fees shall be calculated in reasonable proportion to the impact of the Planned Unit Development on public facilities and infrastructure.
 6. **Archaeological, Historical or Cultural Impact.** The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
- F. **Procedure.**
1. **Plan Council Review.** Plan Council shall review and discuss the Planned Unit Development and make a recommendation to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review criteria to the Planning and Zoning Commission.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Special Use for Planned Unit Development conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the Planned Unit Development and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Public Hearing, Review, and Recommendation by the Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the proposed Special Use for Planned Unit Development, and, at the close of the public hearing and after consideration of the staff report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review standards. The Zoning Administrator, on behalf of the Planning and Zoning Commission, shall transmit a report containing its recommendation to approve, approve with modifications, or deny the application to the City Council.

4. **City Council Action.** The City Council shall hear the proposed Planned Unit Development, and, at the close of the meeting and after consideration of the Planning and Zoning Commission recommendation, Zoning Administrator Report, and public comment either:
 - a. Approve the application,
 - b. Approve the application with modifications,
 - c. Deny the application,
 - d. Refer the application back to the Planning and Zoning Commission for further review, or
 - e. Postpone further consideration pending the submittal of additional information, including any application requirement previously waived.

G. Amendments to Approved Planned Unit Development.

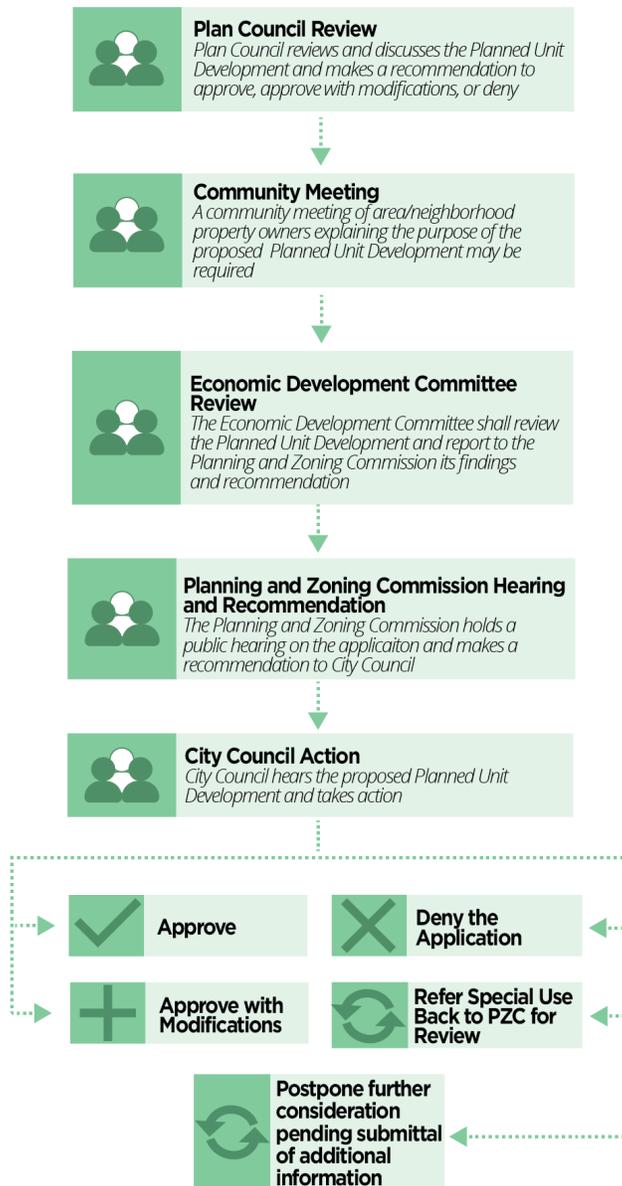
1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:
 - a. Increase density,
 - b. Increase the height of buildings,
 - c. Reduce open space by more than five (5) percent,
 - d. Modify the proportion of housing types,
 - e. Change parking areas in a manner that is inconsistent with this UDO,
 - f. Increase the approved gross floor area by more than five hundred (500) square feet,
 - g. Alter alignment of roads, utilities, or drainage, or
 - h. Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved Site Plan, as determined by the Zoning Administrator.
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).
4. **Approval Processes.**
 - a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F).
 - b. **Minor Amendment.**
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.

(2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets the applicable review criteria. Based on the review, the City Council shall approve or deny the application. Any amendment shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council. Any minor amendment shall be approved by the City Council by ordinance.

(3) **Recordation.** The minor amendment shall be recorded with the City Clerk.

H. **Expiration and Lapse of Approval.** For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after three (3) years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning and Zoning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the Planned Unit Development shall not expire, only the Planned Unit Development overlay shall expire.

Figure 8.3. Planned Unit Development Procedure



10-8-9. Variations

- A. **Authority.** The Planning and Zoning Commission, after a public hearing, may recommend a Variation to the regulations of the UDO in harmony with their general purpose and intent, only in the specific instances hereinafter set forth, where the Planning and Zoning Commission holds a public hearing and makes findings of fact in accordance with the standards of this section, and further finds that there are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of this UDO.
- B. **Authorized Variations.** Variations from the regulations of this title shall be granted by the Planning and Zoning Commission only in accordance with the standards established in subsection (C) of this section and may be granted only in the following instances:
1. To permit any yard or setback less than the yard or setback required by the zoning district, but by no more than twenty-five (25) percent.
 2. To permit the use of a lot or lots for a use otherwise prohibited solely because of insufficient size or widths of the lot or lots. In no event shall the respective size and width of the lot or lots be less than ninety (90) percent of the required area and width. The percentage set forth in this subsection is not to be reduced by any other percentage for minimum lot width and area set forth in this title.
 3. To reduce the applicable off-street parking facilities required by not more than one (1) parking space or loading space, or twenty (20) percent of the applicable regulations, whichever number is greater.
 4. To increase by not more than twenty-five (25) percent the maximum distance that required parking spaces are permitted to be located from the use served as specified in Section 10-5-1(G).
 5. To allow for the deferment, or land banking, of required parking facilities for a reasonable period.
 6. To increase by not more than ten (10) percent the maximum gross floor area of any use so limited by the applicable regulations as specified in Chapter 4.
 7. To exceed any of the authorized Variations allowed under this subsection when a lot of record or a zoning lot, vacant or legally used on the effective date hereof, is, by reason of the exercise of the right of eminent domain by any authorized governmental domain proceeding, reduced in size so that the remainder of said lot of record or zoning lot or structure on said lot does not conform with one (1) or more of the regulations of the district in which said lot of record or zoning lot or structure is located.
- C. **Standards for Variations.**
1. The Planning and Zoning Commission shall not grant a Variation from the regulations of this UDO unless it shall make findings based upon the evidence presented that the standards for hardships set forth in the Illinois Municipal Code are complied with in addition to the following:
 - a. A particular hardship to the owner would result because of the physical surroundings, shape, or topographical conditions of the subject property, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - b. The conditions upon which the petition for a Variation is based are unique to the subject property and are not applicable, generally, to other properties within the same zoning district.
 - c. The difficulty or hardship is not created by any person presently having an interest in the property.
 - d. The Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

- e. The proposed Variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger to the public, or substantially diminish or impair property values within the neighborhood.
 - f. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.
2. **Land Banked Parking Facilities Review Standards.**
- a. Sufficient evidence is provided by the applicant that supports the reduced parking needs.
 - b. Approval of a land bank parking plan which illustrates the area proposed for land banking of parking spaces in an area suitable for parking at a future time.
 - c. Landscaping of the land banked area must be in full compliance of the zoning regulations with this title and, at a minimum, landscaped with turf. As a result of the site plan review process, the Zoning Board of Appeals Planning and Zoning Commission may require additional landscaping of the land banked area.
 - d. The land banked area cannot be used for any other use and must be part of the same zoning lot and all under the same ownership.
 - e. As part of the variance process, the applicant must show the area to be banked on the overall site plan and marked as "Land Banked Future Parking".
3. **Conditions.** The Planning and Zoning Commission may impose such conditions and restrictions upon the premises benefited by a Variation as may be necessary to comply with the standards established in this subsection to reduce or minimize the effect of such Variation upon other property in the neighborhood and to better carry out the general intent of this title.
4. **Procedure.** The variation process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
- a. **Plan Council.** The Plan Council shall review the variation request and report to the Planning and Zoning Commission its findings and recommendations.
 - b. **Economic Development Committee.** The Economic Development Committee shall review the variation request and report to the Planning and Zoning Commission its findings and recommendations.
 - c. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended stipulations of conditions and guarantees as part of the approval.
 - d. **City Council.** The application shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the application.
5. **Expiration and Lapse of Approval.** Where a Variation has been granted pursuant to the provisions of this section, such approval shall become null and void unless construction thereon is substantially under way within twelve (12) months of the date of issuance, unless extended by the Zoning Administrator.

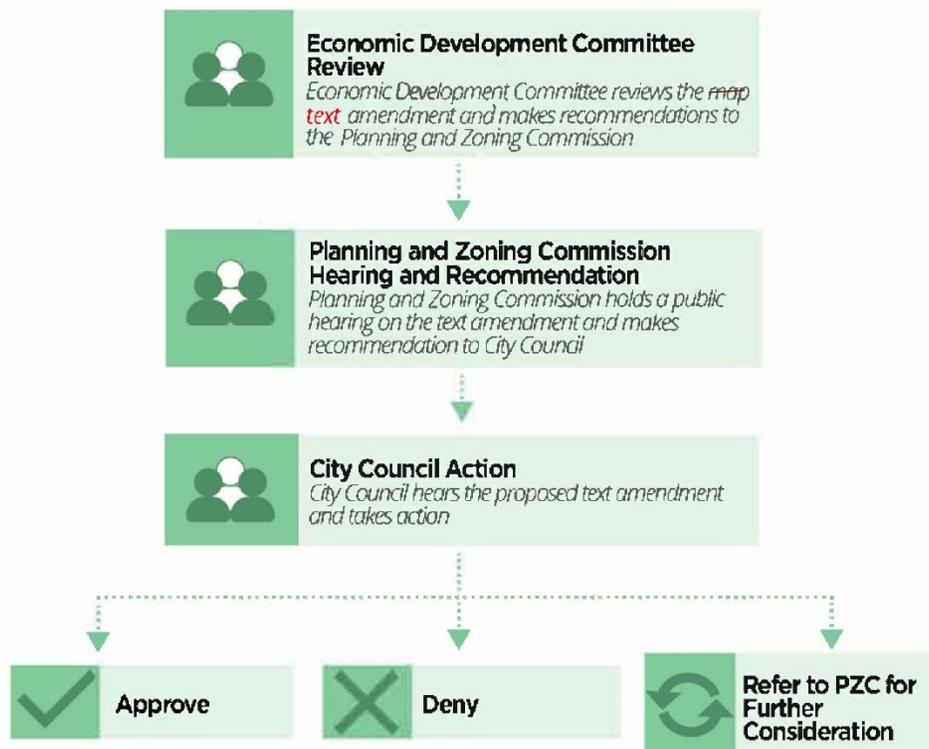
10-8-10. Appeals

- A. **Purpose.** An Appeal may be taken to the Planning and Zoning Commission for any order, requirement, decision, interpretation, or determination of the regulations of this title made by the Zoning Administrator by any individual aggrieved by the action taken under. The Planning and Zoning Commission shall hear the Appeal, hold a public meeting, and render a decision.
- B. **Initiation.** An Appeal may be taken within thirty (30) days of the action of the Zoning Administrator by filing a notice of Appeal specifying the grounds thereof, who shall forward such Appeal to the Planning and Zoning Commission.
- C. **Procedure.**
 - 1. **Planning and Zoning Commission.** The Planning and Zoning Commission shall review the Appeal at a regularly scheduled meeting. The Planning and Zoning Commission may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination relating to this title, made by the Zoning Administrator subject to the criteria in Section 10-8-10(D).
- D. **Appeal Review Criteria.** An Appeal of administrative decisions shall be granted only if the Planning and Zoning Commission makes one of the following findings.
 - 1. The decision constituted an erroneous application or interpretation of this UDO.
 - 2. The decision constituted an abuse of the administrative official's discretion to interpret or apply this UDO.
 - 3. The decision was rendered based upon an erroneous material fact.
- E. **Record of Action.** The Planning and Zoning Commission's decision shall be filed and recorded with the City Clerk.

10-8-11. Text Amendments

- A. **Initiation of Text Amendments.** Text Amendments to this UDO may be proposed by an owner, lessee, agent, majority beneficiary of a land trust, or contract purchaser of property located in the City or by the Mayor and City Council, Planning and Zoning Commission, Zoning Administrator, or City Administrator..
- B. **Text Amendment Review Criteria.**
1. The proposed Text Amendment is consistent with the purpose of this UDO and the City's Comprehensive Plan.
 2. The Text Amendment will not adversely affect the public health, safety, or general welfare.
- C. **Procedure.** The text amendment process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Economic Development Committee.** The Economic Development Committee shall review the text amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 2. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended modifications and guarantees as part of the approval.
 3. **City Council.** The City Council, upon receiving the recommendation of the Planning and Zoning Commission, may approve or deny a proposed Text Amendment in accordance with applicable Illinois Statutes or may refer to the Planning and Zoning Commission for further consideration.

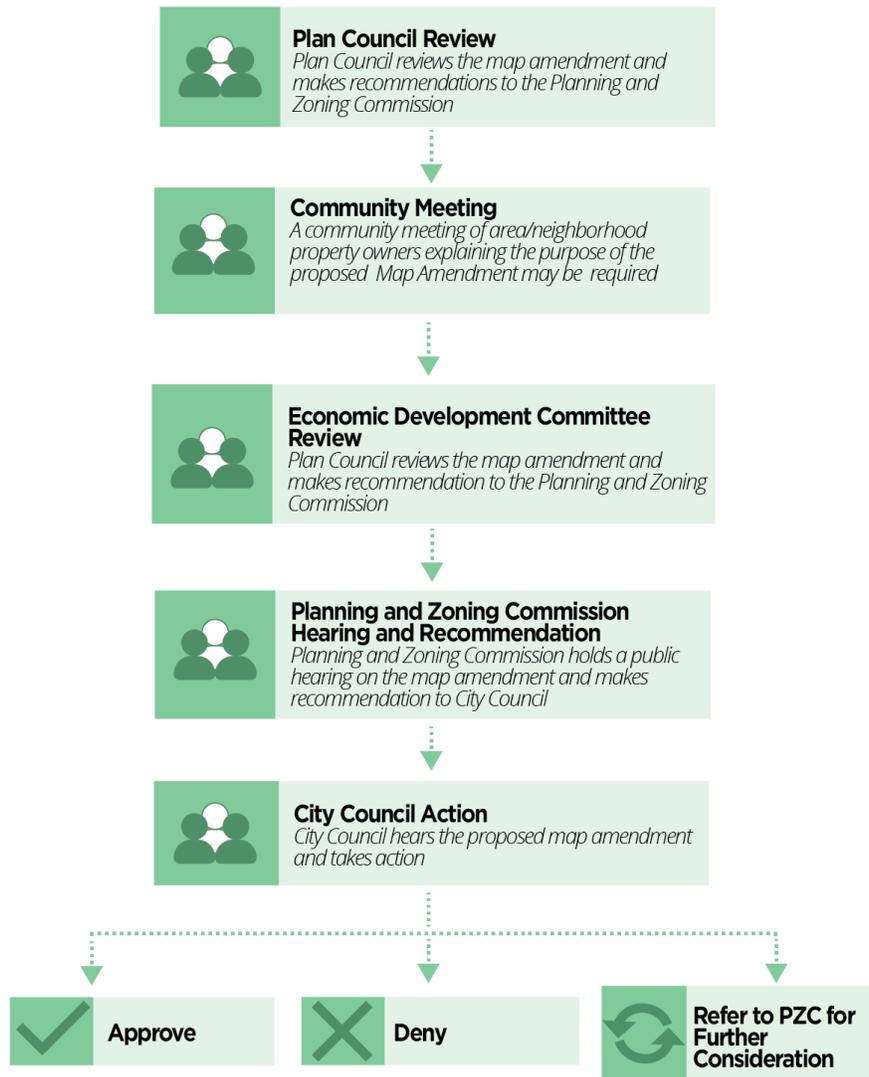
Figure 8.4. Text Amendment Procedure



10-8-12. Map Amendments

- A. **Initiation of Amendments.** Map Amendments may be proposed by the subject property owner, the Mayor and City Council, the Planning and Zoning Commission, Zoning Administrator, or another City official.
- B. **Map Amendment Review Standards.** The Planning and Zoning Commission shall make findings of fact regarding Map Amendments based upon the following standards:
1. The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of this UDO.
 2. The proposed Map Amendment is compatible with the existing and planned uses and zoning of nearby properties.
 3. The subject property is suitable for the purposes of the proposed zoning district.
 4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by any adjacent parcels.
 5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested zoning district as specified in Section 10-3-9(A), unless otherwise granted relief as specified in Section 10-8-9. Variations.
 6. The community need for the proposed use, and
 7. 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.
- C. **Procedure.** The map amendment process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Plan Council.** The Plan Council shall review the map amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Map Amendment conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the map amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations.
 4. **City Council.** The City Council, upon receiving the recommendation of the Planning and Zoning Commission, may approve or deny a proposed Map Amendment in accordance with applicable Illinois Statutes or may refer to the Planning and Zoning Commission for further consideration.

Figure 8.5. Map Amendment Procedure



10-8-13. Annexations

- A. **Petition for Annexation.** All Annexations shall be initiated by the filing of a petition with the Zoning Administrator. Such petitions shall be verified under oath by all the record title owners, including mortgage holders, of all the lands included within the Annexation.
- B. **Procedure.** The annexation process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Plan Council.** Plan Council shall review the application for annexation and report to the City Council its findings and recommendations as part of the approval.
 2. **Economic Development Committee.** The Economic Development Committee shall review the annexation request and report to the City Council its findings and recommendations.
 3. **City Council.** City Council shall approve or deny a proposed by a majority vote in accordance with applicable Illinois Statute.
- C. **Request for Zoning Map Amendments.** All petitions for Annexation requesting a zoning classification other than the R-1, Single-Family Suburban Residence Zoning District shall be processed in the same manner as a petition for a request for a Map Amendment as provided in Section 10-8-12 for lands within the jurisdictional limits of the City. All such requests for a Map Amendment or Variations shall be accompanied by the fees as provided in Section 10-7-9 of the Yorkville Code of Ordinances and the said fees shall be paid at the time of filing the petition for Annexation.
- D. **Petition for Annexation Agreement.** All petitions for Annexation which do not include requests for rezoning classification, other than those assigned to property upon annexation into the City, or a request for variations, but seek other approvals by the City Council shall require an annexation agreement. The City Council shall hold a public hearing on the proposed annexation. The City Clerk shall publish notice of the public hearing as required in Section 10-8-4(B).

Figure 8.6. Annexation Agreement Procedure



10-8-14. Economic Incentive/Development Agreement

- A. **Petition for Economic Incentive/Development Agreement.** Economic Incentive and Development Agreements are negotiated between the municipality and the developer and/or owner on a project-by-project basis. Such items considered as part of an economic incentive or development agreement are the amount of tax sharing, timing of payments, performance and compliance requirements and any other details. Applications will be evaluated on the merits of their impact to create or maintain jobs; further development; strengthen the commercial or industrial sector; enhance the tax base; and be in the overall best interest of the municipality.
- B. **Procedure.** The economic incentive/development agreement process will require review of the following bodies unless otherwise determined by the Zoning Administrator:
 1. **Plan Council.** The Plan Council shall review the economic incentive/development agreement request and report to the City Council its findings and recommendations.
 2. **Economic Development Committee.** The Economic Development Committee shall review the economic incentive/development agreement request and report to the City Council its findings and recommendations.
 3. **City Council.** The City Council, upon receiving the recommendation of the Economic Development Committee, may approve or deny a proposed economic incentive/development agreement in accordance with applicable Illinois Statutes or may refer to the Economic Development Committee for further consideration.

Figure 8.7. Economic Incentive/Development Agreement Procedure





Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: September 4, 2024
Subject: **PZC 2024-17** Chapter 8: UDO Review & Approval Procedures
Proposed Text Amendment

Summary

This memo highlights two (2) key areas necessitating a proposed text amendment to Chapter 8 of the Unified Development Ordinance (UDO):

1. **Clarification of Public Hearing and Mailed Notice Requirements for Annexation Agreement Requests**

The need for this amendment was driven by the Hagemann Trust annexation agreement application, which exposed confusion within the UDO regarding the requirement for mailed notices in cases involving annexation agreements. To resolve this, staff proposes revisions aimed at making the requirements for public hearings and mailed notices more explicit, ensuring that all stakeholders have a clear understanding of the procedures.

2. **Correction of Additional Inconsistencies and Errors in Chapter 8 of the UDO**

In addition to clarifying the annexation notice requirements, this amendment seeks to rectify other unrelated issues within Chapter 8. Specifically, the amendment will reconcile inconsistencies between the text and graphical representations within the UDO, and correct various oversights and grammatical errors that were identified during a comprehensive review by staff and the City Attorney.

In addition to the text, recommended revisions are also specific to the following tables/figures within the UDO: Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures, Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Action Procedure, Figure 8.2. Subdivision Procedure, Figure 8.4. Text Amendment, and Figure 8.6 Annexation Procedure.

Chapter 8 - Unified Development Ordinance

Chapter 8 of the Unified Development Ordinance (UDO) outlines the processes and authorities for various development approvals, including special uses, planned unit developments, variations, subdivisions, appeals, map and text amendments, annexations, and building permits. It also defines the roles of key officials, such as the Zoning Administrator, Zoning Officer, and the various review bodies, including the Plan Council, Economic Development Committee, and Planning and Zoning Commission.

When adopting the UDO, staff and consultants made minimal changes to the existing zoning authorities. A key goal of the UDO Advisory Committee was to include flow charts and tables that visually simplify the review and approval processes for the public and developers.

During the Hagemann Trust annexation agreement application, it was discovered that a guidance table incorrectly required mailed public hearing notices to property owners within 500 feet, instead of just a published notice in a local newspaper, as mandated by state law and established city practice. Upon realizing this, staff held an additional public hearing and sent certified mail notices to the nearby property owners. Following this, staff and the City Attorney thoroughly reviewed Chapter 8 to recommend procedural corrections, specifically for annexation and annexation agreement notice

requirements, to ensure clarity and consistency with state laws without altering the original intent of the UDO. We also identified other non-related text inconsistencies and grammatical errors within the chapter and are making additional recommendations for amendment.

Proposed Text Amendments

Below is a bullet point summary of the proposed amendments to the text, tables, and figures in Chapter 8 of the Unified Development Ordinance (UDO) Review and Approval Procedures. To simplify reference, the amendments are listed in the order they appear in the UDO. However, staff has categorized each change in the memo as either "Annexation" or "Non-Annexation" to clearly differentiate between clarifications on public hearing and mailed notice requirements for annexations and other unrelated corrections.

1. **NON-ANNEXATION - Section 10-8-2(A): General Application Requirements (page 4 of 37)**
 - Added the word “text” to clarify that a “text amendment” does not require an application and can also be initiated by the majority beneficiary of a land trust and the Mayor.
2. **ANNEXATION - Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures (page 10 of 37) as detailed below:**

Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures				
Petition Review Procedure	Plan Council	Economic Development Committee	Planning and Zoning Commission	City Council
Special Use	A	A	R ¹	D
Subdivision	A	A	R	D
Planned Unit Development	A	A	R ¹	D
Variation	A	A	R ¹ /D ³	D ³
Appeal			D	
Text Amendment		A	R ¹	D
Map Amendment	A ²	A	R ¹	D
Annexations	A ²	A		D
Annexation Agreements	A ²	A		D ⁴
Economic Incentive/Development Agreement	A ²	A		D
Key:				
A = Advisory Body				
R = Recommending Body				
D = Decision Making Body				
1 = Public Hearing Notice Required				
2 = Optional Review Step at the Zoning Administrator's discretion				
3 = Authorized Variances per Section 10-8-9.B				
4 = Taxing Body Notice per Table 10-8-4 (B)(1)				

- **NON-ANNEXATION** - Revised table regarding the petition review procedures for a Variation to denote those authorized variations can be decided solely by the Planning and Zoning Commission. This is to ensure that the text within the table is consistent with the provisions approved under Section 10-8-9.B.

- **ANNEXATION** - Added “Annexation Agreements” as a separate petition from an “Annexation”.
 - As recommended by the City Attorney, voluntary petitions for annexations that do not include requests for rezoning or variations should not require a public hearing. This is also consistent with Division 1 of Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.) which regulates the various means of annexing property to a municipality.
 - Therefore, any request by a developer/property owner/petitioner **solely seeking annexation**, without a request for an annexation agreement, variance, or for rezoning from the assigned R-1 designation upon annexation, **will not be required** to have a public hearing, publish a notice in the newspaper or send certified mailed notices.

- **ANNEXATION** - Noted that only “Annexation Agreements” require taxing body notice as further defined in Table 10-8-4(B)(1) per Division 1 of Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.).
- **NON-ANNEXATION** - Clarified that the Plan Council meeting requirement is an optional review step, subject to the discretion of the Zoning Administrator, for Map Amendments (Rezoning), Annexations, and Annexation Agreements.
- **ANNEXATION** - Removed the word “Hearing” from #1 under the Key within the Table to read “1= Public Notice Required” and added the word “Public” in Section 10-8-4(B) for consistency in terminology.

3. **ANNEXATION** - Table 10-8-49B)(1): Notice Methods by Board/Commission Review and Action Procedure (page 10-11) as detailed below:

Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Action Procedure		
Petition Review Procedure	Published Notice	Mailed Notice
Special Use	●	●
Special Use Major Amendment	●	●
Planned Unit Development	●	●
Planned Unit Development Major Amendment	●	●
Variation	●	●
Map Amendment	●	●
Text Amendment	●	
Annexations	●	●
Annexation Agreements	●	1
Economic Incentive/Development Agreement		
Key:		
● = Required Notice Method		
1= Required Notice only to Trustees of Fire Protection District and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under township jurisdiction.		

- **ANNEXATION** - Revised table to reflect petitions for “Annexation” without requests for zoning or variances do not require a published notice or mailed notice.
 - **ANNEXATION** - Revised table to reflect petitions for “Annexation Agreement” require a published notice and require only a mailed notice to the Trustees of the Fire Protection District and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under the township jurisdiction to reflect state statute.
 - This has been staff’s practice for all annexations, but this language clarifies and codifies that process.
4. **NON-ANNEXATION - Section 10-8-4(B)(2): Published Notice (page 11 of 37)**
- Added the requirement for the legal description, parcel index number (PIN), and/or address of the subject property, if applicable, to be included as part of the published notice.
 - This has been staff’s practice for all required published notices, but this language clarifies and codifies that process.
5. **ANNEXATION - Section 10-8-4(B)(3): Mailed Notice (page 11 of 37)**
- Clarified that the mailed notices can either be sent by the applicant or the City, at the discretion of the Zoning Administrator, and clarified that the mailed notices must be sent within 15-30 days prior to the hearing date. This is consistent with the language for published notice. Further, it explains an affidavit for mailing is only required when the applicant sends the notices.
 - This has been staff’s practice for all required mailed notices, but this language clarifies and codifies that process.
 - Adds Section 10-8-4(B)(3)(b). Annexation Agreements. This section establishes the requirement for mailed notices for annexation agreement requests be sent to Trustees of the Fire Protection District and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under the township jurisdiction no less than ten (10) days prior to the hearing date, per the Illinois Municipal Code statutes.
 - This has been staff’s practice for all required mailed notices, but this language clarifies and codifies that process.
6. **NON-ANNEXATION - Section 10-8-4(C): Recording of Documents (page 11 of 37)**
- Adds the word “map” to clarify that the requirement for recordation is for a map amendment or rezoning.
7. **NON-ANNEXATION - Section 10-8-6(D): Amendments to Approved Subdivisions (page 11 of 37)**
- Added a reference to Section 10-8-3(D)(1) with regard to Minor Amendments to Approved Subdivisions to make those provisions applicable here.
 - Corrects an oversight in the previously approved UDO which did not add a reference to Section 10-8-3(D)(1) which provides administrative authority to correct errors or omissions on a filed Final Plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.

8. **NON-ANNEXATION - Section 10-8-11. Text Amendments (page 32 of 37)**

- Revised list of initiators of a text amendment to be consistent with previously proposed revised Section 10-8-2(A)(2).

9. **NON-ANNEXATION - Figure 8.4 Text Amendment Procedure (page 32 of 37)**

- Corrected a typographical error on the chart to accurately reflect the procedure is for a “text” amendment rather than a “map” amendment.



10. **NON-ANNEXATION - Section 10-8-12. Map Amendments (page 33 of 37)**

- Revised the Map Amendment Review Standards as follows:
 - Added the text “make findings of fact...based upon the following standards” to reflect these standards must be considered when determining a rezoning, per Illinois State case law.
 - Deleted duplicate standard “ The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of this UDO.”
 - Added text “unless otherwise granted relief as specified in Section 10-8-9. Variations” to the standards which requires the proposed parcel(s) to be rezoned meet the minimum frontage and area requirements of the requested zoning district.
 - Added the following additional standards which were used previously under the former Yorkville Zoning Ordinance and were recommended by the City Attorney and staff to be inserted back into the considerations for rezoning to be consistent

with Illinois case law findings in *LaSalle Nat'l Bank of Chicago v. County of Cook (1957)* and *Sinclair Pipeline Co. v. Village of Richton Park (1960)*:

1. The community need for the proposed use, and
2. 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.

11. **ANNEXATION - Section 10-8-13. Annexations (page 35 of 37)**

- Deletes incorrect reference to Annexation petitions may requiring a community meeting as recommended by the Plan Council prior to the Planning and Zoning Commission public hearing date.
 - Annexation petitions do not require a public hearing before the Planning and Zoning Commission.
 - Inconsistent with proposed changes to Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures.
- Deletes incorrect reference to City Council holding a public hearing for an annexation petition.
 - Annexation petitions that do not seek an annexation agreement do not require a public hearing before City Council.
 - Inconsistent with proposed changes to Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures.
- Deletes the word “agreement” in Section 10-8-13(C) to clarify this provision is only related to annexation petitions also requesting map amendment (rezoning) or variations.
- Adds the following language specific to petitions for Annexation Agreements:
 - Petition for Annexation Agreement. All petitions for Annexation which does not include requests for rezoning classification, other than those assigned to property upon annexation into the City, or a request for variations, but seek other approvals by the City Council shall require an annexation agreement. The City Council shall hold a public hearing on the proposed annexation. The City Clerk shall publish notice of the public hearing as required in Section 10-8-4(B).

12. **ANNEXATION - Figure 8.6 Annexation Procedure (page 36 of 37)**

- Revised text to add “Agreement” to accurately reflect the flow chart is for “Annexation Agreement” procedures rather than an “Annexation”.
- Removed the text regarding a Community Meeting to be consistent with the text in Section 10-8-13: Annexation.

Staff Comments

Staff recommends adopting the proposed revisions to Chapter 8 of the UDO Review and Approval Procedures, which will clarify the steps and requirements for petitions seeking entitlement approvals, regulation changes, and public notices, while ensuring consistency with state statutes and case law.

Proposed Motion:

In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Chapter 8 of the UDO Review and Approval Procedures in the Unified Development Ordinance to revise and clarify general application requirements, board/commission review, and procedures related to petitions for text and map amendments, annexations, annexation agreements, and economic incentive/development agreements, as presented in a staff memorandum dated September 4, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments

1. Proposed redlined amendments to Chapter 8. UDO Review & Approval Procedures
2. Public Hearing Notice Affidavit

Chapter 8. UDO Review and Approval Procedures

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10-8-1. Administrative Authorities

- A. **Zoning Administrator.** The Director of the Department of Community Development shall be the Zoning Administrator and shall enforce and administer the regulations of this Title, including the following responsibilities:
1. Assist in providing public information relative to all matter pertaining to this title and open records for public inspection, as deemed required by law.
 2. Receive and review applications for all procedures related to this Title.
 3. Receive applications for County mile and one-half reviews and forward to the Planning and Zoning Commission and City Council.
 4. Forward materials to the applicable review and/or decision-making committees as applicable.
 5. Interpret the regulations when questions arise, including but not limited to:
 - a. Determine which uses, though not contained by name in a zoning district list of permitted uses, are of the same general character and permit their establishment.
 - b. Determine the parking or loading class of a use which is not contained by name in a parking or loading class.
 6. Maintain permanent and current records pertaining to this Title, including, but not limited to, all maps, amendments, variations, appeals, and publications thereof.
 7. Administer the comprehensive plan and interpret the provisions pertaining to building and site design considering such factors as contextual appropriateness, consistency with the City's general policies, and community need or benefit.

8. Identify all nonconforming structures and uses.
 9. Delegate other duties as may be placed upon them by this Title.
- B. **Zoning Officer.** The Building Code Official shall be the Zoning Officer and be responsible for enforcing this Title, including the following responsibilities:
1. Issue all certificates of use and occupancy and maintain records thereof.
 2. Conduct inspections of building, structures, and use of land to determine compliance with the terms of this Title.
 3. Issue violation notices and citations for violations of this Title.
 4. Require that all construction or work of any type be stopped when such work is not in compliance with this Title; and revoke any permit which was unlawfully issued.
 5. Review all cases of encroachment in required yards.
 6. Issue citations and notify violators from decisions made by the Administration Adjudication Hearing Officer, Planning and Zoning Commission and City Council.
- C. **Plan Council.** The Plan Council may consist of the City Administrator, Community Development Director, City Engineer, Building Code Official, Public Works Director, Director of Parks and Recreation, Police Chief, Sanitary District Director, Fire District representative, or designee from each respective department. The Plan Council shall have the following responsibilities and procedures:
1. The Plan Council shall meet on an as needed basis and the petitioner(s) shall also be present at the meeting.
 2. The City Administrator shall have final authority regarding members and meeting schedule for the Plan Council.
 3. Review all development applications, requests, and documents including but not limited to site plans, concept plans, annexations, planned unit developments, map amendments, text amendments, special use, variance, preliminary and final plats for compliance with City ordinances, standards, and policies.
 4. Work cooperatively with the applicant(s) to find mutually acceptable site design and improvement solutions to specific site problems, in accordance with City ordinances, standards and policies.
 5. Prepare recommendations based upon review of site plans and documents to the applicant(s), committee(s), and Planning and Zoning Commission prior to holding of a public hearing on the application.
- D. **Economic Development Committee.** The Economic Development Committee consists of four (4) City Council members which are appointed by the mayor and shall have the following authorities and responsibilities:
1. Review development applications and serve as an advisory body to any petitioner(s) seeking approval on all documents including but not limited to text amendments, map amendments, planned unit developments, variations, special uses, and plat applications.
 2. Comments and advice given by the Economic Development Committee to any petitioner(s) is for general informational knowledge and to address any potential issues with an application with regards to City ordinances, standards, and policies.
- E. **Planning and Zoning Commission.** The Planning and Zoning Commission, which has been created and appointed by the mayor, shall have the following authorities and responsibilities.
1. To hear and make recommendations to the Mayor and City Council on all applications including but not limited to text amendments, map amendments, planned unit developments, variations, special uses, and plat applications.
 2. To initiate, direct, and review, from time to time, studies of the provisions of this Title, and to make reports of its recommendations to the Mayor and City Council.

3. To perform such duties of a Plan Commission as authorized by division 12 of the Illinois Municipal Code (65 ILCS 5/11-12-1 et seq.).
4. To hear and make recommendations to the Mayor and City Council on all matters upon which it is required to pass under this Title.
5. To prepare and recommend to the Mayor and City Council a comprehensive plan or updates thereto for the present and future development or redevelopment of the City.
6. To hear and act upon requests for interpretations of this Title and appeals of decisions made by the Zoning Administrator or Zoning officer.
7. To hear and decide all matters referred to it and upon which it is required to pass under the zoning ordinance as prescribed by statute.
8. To perform such duties of a Zoning Board of Appeals as authorized by division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.).
9. Grant authorized Variations from the regulations as stated in Section 10-8-9 of this Title.
10. To perform such additional duties as are outlined in this Ordinance, the City of Yorkville Code of Ordinances, or the Illinois Municipal Code.

10-8-2. General Application Requirements

A. Authorization.

1. An application for any request or procedure, except for text amendments, may be filed only by the owner or lessee of the property, or by an agent or contract purchaser specifically authorized by the owner to file such application.
2. ~~An application for an text~~ amendment may be filed-initiated by an owner, lessee, agent, majority beneficiary of a land trust, or contract purchaser of property located in the City or by the Mayor and City Council, Planning and Zoning Commission, Zoning Administrator, or City Administrator.

B. Filing.

1. An application for any request or procedure shall be filed with the Zoning Administrator.
2. The application shall be on forms provided by the City and shall be filed in such number as the instructions provide.
3. All plans shall be at a scale sufficient to permit a clear and precise understanding of the proposal.
4. The application shall include all information, plans, and data, specified in the forms provided by the City and sufficient to determine whether the application will conform to the requirements set forth in this Title.

C. Completeness.

1. The Zoning Administrator shall determine whether the application is complete.
2. If the application is not complete, the Zoning Administrator shall notify the applicant of any deficiencies and shall take no steps to process the application until the deficiencies are remedied.
3. **Dormant Applications.**
 - a. If the Zoning Administrator determines that the application is incomplete, it will become dormant under these circumstances:
 - (1) The applicant has been notified of such deficiencies and has not responded or provided a timeline for completing the application within ninety (90) days from the time of notification.
 - (2) The applicant has not responded in writing to a request for information or documentation from staff or the initial Planning and Zoning Commission review within six (6) months from the date of that request.
 - (3) 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.
 - b. If the Zoning Administrator 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.
 - c. 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.
4. Once the Zoning Administrator has determined that the application is complete, the application shall be scheduled for consideration at the appropriate meeting, as needed.

D. Fees.

1. Every application shall be accompanied by the required filing fee as established and modified, from time to time, by the City Council provided in Section 1-7-9 of the Yorkville Municipal Code.
2. No fees shall be waived, and no fees shall be refunded except those authorized by the Mayor, City Administrator, or their designee in their sole discretion.

- E. **Withdrawal of Application.** An applicant shall have the right to withdraw an application at any time prior to the decision on the application by the Planning and Zoning Commission or City Council. Such withdrawal shall be in writing.
- F. **Successive Applications.**
1. A subsequent application shall not be reviewed or heard within one (1) year of the date of denial unless there is substantial new evidence available or if a significant mistake of law or of fact affected the prior denial.
 2. Such subsequent applicant shall include a detailed statement of the grounds justifying its consideration.
 3. The Zoning Administrator shall decide as to whether the subsequent application provides substantial new evidence.
 4. If the Zoning Administrator finds that there are no grounds for consideration of the subsequent application, they shall summarily and without hearing deny the request.

10-8-3. Permits, Certificates, and Administrative Review

- A. **Summary of Administrative Review and Action.** Table 10-8-3(A) summarizes the Administrative Review and Approval Procedures and identifies the administrator that serves as the review and decision-making body.

Table 10-8-3(A): Summary of Administrative Review and Approval Procedures		
Administrative Review Procedure	Zoning Administrator	Zoning Officer
Building Permit	○	●
Certificate of Occupancy	○	●
Lot Split	●	
Sign Permit	○	●
Temporary Use Permit	●	○
Key:		
● = Review and Decision Making Body		
○ = Review Body		

- B. **Building Permit.**
1. **Permit Required.** A building permit issued by the Zoning Officer shall be required for the construction, reconstruction, enlargement, or relocation of any building or structure. It shall be unlawful for any person to erect, move, add to, or structurally alter any building or structure, or to use or change the use of any building or land without a building permit.
 2. **Placement.** The permit shall be posted in a prominent place on the premises prior to and during the period of construction, reconstruction, enlargement, or moving.
 3. **Compliance.** Before a building permit is issued for the erection, moving, alteration, enlargement or occupancy of any building or structure or use of premises, the plans and intended use shall indicate conformity in all respects to the provisions of this Title.
 4. **Requirements.**
 - a. **Site Plan.** Every application for a building permit submitted to the officer shall be accompanied by a site plan and/or plat of survey, drawn to scale, showing the lot and the building site and the location of existing building on the lot, accurate dimensions of the lot, yards and building or buildings, together with locations and uses, together with such other information as may be necessary to the enforcement of this title.
 - b. **PIN Number and Address.** Every application shall include the Property Index Number (PIN), lot number, and/or address of the parcel where the improvement is being located.

- c. **Fees.** No approval shall be issued until appropriate fees have been paid as stated in Section 1-7-9 of the Yorkville Municipal Code.

5. **Review Process.**

- a. A building permit application shall be reviewed by both the Zoning Officer and Zoning Administrator or an appointed designee of their choosing.
- b. The Zoning Officer and Zoning Administrator or their appointed designee will ensure that every application is in compliance with this Title and all other adopted municipal regulations.
- c. Site plan review is required prior to the issuance of a building permit to certify compliance and shall be required for any development meeting one of the following criteria.
 - (1) New development, including the construction or placement of any new building(s) or expansion of any existing building.
 - (2) Any development which will increase the overall impervious lot coverage of a parcel.
 - (3) Any development subject to off-street parking and loading requirements.
- d. The Zoning Officer shall act upon each application after it is filed in compliance with the provisions of this Title and provide the applicant(s) with a fee receipt.
- e. In the case that an application is not in compliance with this Title or the application provided insufficient information then the Zoning Officer shall notify the applicant, in writing, of said official's refusal to issue an approval detailing the reason(s) for the refusal.

- 6. **Expiration and Lapse of Approval.** The applicant shall have six (6) months from the date of approval to secure a building permit to carry out the proposed improvements. If a building permit has not been obtained within six (6) months of the date of approval, the approval shall expire. An extension of the time requirements may be requested in writing and granted by the Zoning Administrator for good cause shown by the applicant, provided a written request is filed with the City at least two (2) weeks prior to the respective deadline.

C. **Certificate of Occupancy.**

- 1. A Certificate of Occupancy shall be required for any of the following, except buildings incidental to agricultural operations other than residences:
 - a. Occupancy and use of a building hereafter erected or enlarged.
 - b. Change in the use of an existing building.
 - c. Occupancy and use of vacant land except for the raising of crops.
 - d. Change in the use of land to a use of a different classification except for the raising of crops.
 - e. Any change in the use of a nonconforming use.
- 2. No such occupancy, use or change of use shall take place until a Certificate of Occupancy therefor shall have been issued.
- 3. **Review Process.**
 - a. A Certificate of Occupancy shall be reviewed by both the Zoning Officer and Zoning Administrator.

- b. The Zoning Officer and Zoning Administrator shall ensure that every application is in compliance with this Title and all other adopted municipal regulations.
 - c. **Zoning Officer Action.** The Zoning Officer shall act on an application for a Certificate of Occupancy within ten (10) business days after a written request for the same has been submitted to the Zoning Officer.
4. **Temporary Certificate of Occupancy.** Pending the issuance of such a certificate, the Zoning Officer may issue a temporary Certificate of Occupancy for a period of not more than six (6) months during the completion of the construction of the building or of alterations which are required under the terms of any law or ordinance.
- a. **Renewal.** Such temporary certificate may be renewed an additional six (6) months, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or of the City relating to the use or occupancy of the land or building, or any other matter covered by this title, and such temporary certificates shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.
5. **Records Of Action.** A record of all certificates of occupancy shall be kept on file by the Zoning Officer and a copy shall be forwarded, on request, to any person having proprietary or tenancy interest in the building or land affected.
- D. **Lot Splits.**
- 1. **Applicability.** A lot split is a subdivision which meets any one (1) if the following conditions.
 - a. The split of a single lot into three (3) or fewer lots.
 - b. Subdivisions solely for the creation of public right of way or other public tracts of land.
 - c. Lot line or boundary adjustments to a filed Final Plat.
 - d. Correction of errors or omissions on a filed Final Plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.
 - 2. **Lot Split Review Criteria.**
 - a. **Comprehensive Plan Alignment.** The Lot Split is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 - b. **Compliance.** The Lot Split is consistent with the provisions of this Title and the governing zoning district.
 - 3. **Zoning Administrator Review and Action.** Upon the determination of completeness, the application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection 2 above. Based upon their review, the Zoning Administrator shall approve or deny the Lot Consolidation/Split application in writing.
 - 4. **Advancement To Variance.** The Zoning Administrator may advance any Lot Consolidation/Split application to a Subdivision in instances that, in the opinion of the Zoning Administrator, require public input and review by the Planning and Zoning Commission to approve or deny. Any Lot Consolidation/Split advanced to a Subdivision shall follow the procedure in Section 10-8-6.
- E. **Sign Permit.**
- 1. **Purpose.** A Sign Permit shall be required prior to the display, copy change, construction, erection, or alteration of a sign, and its structural components, on any property to verify compliance with all applicable standards of this Title and the applicable sections of the building code as adopted by the City. All electrical installations associated with the erection and installation of a sign must be done in accordance with the adopted Building and Electrical Codes.
 - 2. **Exemptions.** Signs exempt from a permit are listed in Section 10-6-4 of this Title.

3. **Sign Permit Review Criteria.** To approve the issuance of a Sign Permit, the Zoning Administrator and Zoning Officer shall make an affirmative finding that all applicable provisions of this Title, the Building Code, and all other City ordinances are met.
4. **Review Process.**
 - a. A Sign Permit application shall be reviewed by both the Zoning Officer and Zoning Administrator.
 - b. The Zoning Officer and Zoning Administrator shall ensure that every application complies with this Title, the Building Code, and all other adopted municipal regulations.
 - c. **Zoning Officer Action.** Based upon their review, the Zoning Officer shall approve or deny the Sign Permit application in writing.
5. **Expiration and Lapse of Approval.** A Sign Permit shall become null and void, if work authorized under the permit has not been completed within six (6) months of the date of issuance.
6. **Comprehensive Sign Plan.** Signage may also be approved through a Comprehensive Sign Plan as specified in Section 10-6-8.

F. Temporary Use Permit.

1. **Purpose.** A Temporary Use Permit shall be required prior to the commencement of a Temporary Use identified in Table 10-3-12.
2. **Temporary Use Permit Review Criteria.** To approve a Temporary Use Permit, the Zoning Administrator shall make an affirmative finding that the following criteria are met:
 - a. **Land Use Compatibility.** The Temporary Use shall be compatible with the purpose and intent of this Title and the district in which it will be located. The Temporary Use shall not impair the normal, safe, and effective operation of a permanent use on the same site. The Temporary Use shall not endanger or be materially detrimental to the public health, safety, or welfare, or injurious to property or improvements in the immediate vicinity, given the nature of the activity, its location on the site, and its relationship to parking and access points.
 - b. **Compliance with Other Regulations.** A Building Permit or temporary Certificate of Occupancy may be required before any structure used in conjunction with the Temporary Use Permit is approved, constructed, or modified. All structures and the site shall meet all applicable building code, UDO, and fire code standards and shall be promptly removed upon the cessation of the use or event. Upon cessation of the use or event, the site shall be returned to its previous condition, including the removal of all trash, debris, signage, attention attracting devices, or other evidence of the special event or use.
 - c. **Hours of Operation and Duration.** The duration and hours of operation of the Temporary Use shall be consistent with the intent of the event or use, and compatible with the surrounding land uses. The duration and hours of operation shall be established by the Zoning Administrator at the time of approval of the Temporary Use Permit.
 - d. **Traffic Circulation.** The Temporary Use shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections, and traffic controls, as determined by the City Engineer.
 - e. **Off-Street Parking.** Adequate off-street parking shall be provided for the Temporary Use, as determined by the Zoning Administrator, and it shall not create a parking shortage for any of the other existing uses on the site.
 - f. **Public Conveniences and Litter Control.** Adequate on-site restroom facilities and on-site solid waste containers may be required as deemed appropriate by the Zoning Administrator. The applicant shall provide a written guarantee that all litter generated by the event or use shall be removed at no expense to the City.

- g. **Appearance and Nuisances.** The Temporary Use shall be compatible in intensity, appearance, and operation with surrounding land uses, and shall not impair the usefulness, enjoyment, or value of adjacent property due to the generation of noise, dust, smoke, glare, spillover lighting, or other forms of environmental or visual pollution.
- h. **Other Conditions.** The Zoning Administrator may establish any additional conditions deemed necessary to ensure land use compatibility and to minimize potential adverse impacts on nearby uses, including, but not limited to, time and frequency of operation, temporary arrangements for parking and traffic circulation, screening/buffering requirements, and guarantees for site restoration and cleanup following the Temporary Use. Conditions may include, but shall not be limited to:
 - (1) Modifications or restrictions on the hours of operation, duration of the event, size of the activity or other operational characteristics.
 - (2) If the permit applicant requests the City to provide extraordinary services or equipment or if the Zoning Administrator otherwise determines that extraordinary services (e.g., traffic control or security personnel) or equipment should be provided to protect public health or safety, the applicant shall pay to the City a fee sufficient to reimburse the City for the costs of these services if not provided by the applicant. This requirement shall not apply if the event or use has been anticipated in the budget process and sufficient funds have been included in the budget to cover the costs incurred.

3. **Review Process.**

- a. A Temporary Use Permit shall be reviewed by both the Zoning Officer and Zoning Administrator or an appointed designee of their choosing.
- b. The Zoning Officer and Zoning Administrator shall ensure that every application complies with this Title, the Building Code, and all other adopted municipal regulations.
- c. **Zoning Administrator Review and Action.** Upon determination of completeness, the application shall be reviewed by the Zoning Administrator to ensure the application conforms to the criteria in Subsection (F)(2) above. Based upon their review, the Zoning Administrator shall approve or deny the Temporary Use Permit application in writing.

10-8-4. Board/Commission General Review and Action Procedures

- A. **Summary of Board/Commission Review and Approval Procedures.** Table 10-8-4(A) summarizes the Board and Commission Review and Approval procedures and identifies the appropriate boards or commissions that serve as recommending or decision-making bodies.

Table 10-8-4(A): Summary of Board/Commission Review and Approval Procedures				
Petition Review Procedure	Plan Council	Economic Development Committee	Planning and Zoning Commission	City Council
Special Use	A	A	R ¹	D
Subdivision	A	A	R	D
Planned Unit Development	A	A	R ¹	D
Variation	A	A	R ¹ /D ³	D ³
Appeal			D	
Text Amendment		A	R ¹	D
Map Amendment	A ²	A	R ¹	D
Annexations	A ²	A		D
<u>Annexation Agreements</u>	A ²	A		D ⁴
Economic Incentive/Development Agreement	A ²	A		D
Key:				
A = Advisory Body				
R = Recommending Body				
D = Decision Making Body				
1 = Public Hearing -Notice Required				
2 = Optional Review Step at the Zoning Administrator's discretion				
3 = <u>Authorized Variances per Section 10-8-9.B</u>				
4 = <u>Taxing Body Notice per Table 10-8-4 (B)(1)</u>				

B. **Public Notice Requirements.**

1. **Notice Requirements by Procedure.** Table 10-8-4 (B)(1) summarizes the notice requirements per Board and Commission review and approval procedure.

Table 10-8-4(B)(1): Notice Methods by Board/Commission Review and Action Procedure		
Petition Review Procedure	Published Notice	Mailed Notice
Special Use	•	•
Special Use Major Amendment	•	•
Planned Unit Development	•	•
Planned Unit Development Major Amendment	•	•
Variation	•	•
Map Amendment	•	•
Text Amendment	•	

Annexations	●	●
<u>Annexation Agreements</u>	●	1
Economic Incentive/Development Agreement		
Key:		
● = Required Notice Method		
<u>1= Required Notice only to Trustees of Fire Protection District and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under township jurisdiction.</u>		

2. **Published Notice.** The City shall cause a notice to be published in a newspaper of general circulation within the City. The notice shall include the date, time, place and purpose of such hearing, the name of the applicant and the legal description, parcel index number (PIN), and/or address of the subject property, if applicable. Such notice shall be published not less than fifteen (15) days nor more than thirty (30) days in advance of the scheduled hearing date.
 3. **Mailed Notice.** The applicant or the City, at the discretion of the Zoning Administrator, shall mail notice by certified mail properly addressed as shown on the county tax assessor's rolls and with sufficient postage affixed thereto, with return receipt requested, to all owners of record whose lot or portion of a lot lies within five-hundred (500) feet of the applicable site's outermost property line. The notice shall state the date, time, place, and purpose of the hearing, and shall be sent not less than fifteen (15) days nor more than thirty (30) days in advance of the scheduled hearing date.
 - a. **Affidavit Required.** If such notice is mailed by the applicant, The-the applicant shall file a sworn affidavit containing a complete list of the names and last known addresses of all owners of record entitled to notice and ~~served, and~~served and attach thereto all United States Post Office return receipts as documentation of compliance with provisions in this subsection 3. Such affidavit and the return receipts must be submitted to the Zoning Administrator no later than twenty-four (24) hours in advance of the public hearing.
 - a-b. Annexation Agreements. The applicant or the City, at the discretion of the Zoning Administrator, shall only mail notice by certified mail properly addressed as shown on the county tax assessor's rolls and with sufficient postage affixed thereto, with return receipt requested, to the Trustees of Fire Protection District, and Township Trustees and Commissioner of Highways if the land to be annexed includes any highway under township jurisdiction. The notice shall state the date, time, place, and purpose of the hearing, and shall be sent not less than ten (10) days in advance of the scheduled hearing date, in accordance with Section 7-1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.)
 4. **Cost of Notice.** All costs associated with mailed and published notice, as required by this UDO, shall be the responsibility of the applicant.
- C. **Recording of Documents.** Recording of documents as required by the City in instances of special use, variation, subdivision, consolidation, map amendment, or Planned Unit Development or otherwise required by state statutes, shall be completed by the City Clerk and at the expense of the applicant. Notice of all fees shall be furnished to the applicant by the Zoning Administrator and paid prior to the recording of documents.

10-8-5. Special Uses

- A. **Purpose.** The Special Use process is intended to provide the City additional discretion in the approval process for uses which, because of their unique characteristics, require additional consideration due to the potential impact on neighboring land and of the public need for the particular use at the particular location.
- B. **Procedure.** The Special Use process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:

1. **Plan Council.** The Plan Council shall review the application and report to the Planning and Zoning Commission its findings and recommendations.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Special Use conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the application and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended stipulations of conditions and guarantees as part of the approval.
 4. **City Council.** The City Council shall consider the Planning and Zoning Commission's recommendation, the Zoning Administrator report, and public comment received at the Planning and Zoning Commission public hearing, and shall approve, conditionally approve, or deny the Special Use, or refer the Special Use back to the Planning and Zoning Commission for further consideration.
 5. **Recordation.** Any approved Special Use shall be recorded with the City Clerk.
- C. **Protest.** In the event of written protest against any proposed Special Use, signed and acknowledged by the owners of twenty (20) percent of the frontage adjacent thereto, or across an alley, or directly opposite therefrom, such Special Use shall not be granted except by the favorable vote of two-thirds ($\frac{2}{3}$) of all members of the City Council. In such cases of written protest, a copy of the written protest shall be served by the protestor(s) on the applicant for the proposed Special Use and a copy upon applicant's Attorney, if any, by certified mail at the address of such applicant and attorney shown in the application for the proposed Special Use.
- D. **Standards.** No Special Use shall be recommended by the Planning and Zoning Commission or approved by the City Council unless the following are found:
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 or near 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 shall be provided.
 5. Adequate measures shall 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 City's adopted Comprehensive Plan.
- E. **Conditions and Guarantees.** Prior to the granting of any Special Use, the Planning and Zoning Commission may recommend and the City Council may require conditions and restrictions, upon establishment, location, construction, maintenance, and operation of the Special Use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in Subsection F of this section. In all cases in which Special Uses are considered the Planning and Zoning Commission may recommend and the City Council may require such evidence and guarantees as it may deem necessary as proof that the conditions in connection with the Special Use are being and will be complied with as required.

- F. **Approval.** Any application for a Special Use which fails to receive a majority vote for favorable recommendation or favorable recommendation with conditions from the Planning and Zoning Commission shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council, and any Special Use application which receives the favorable recommendation or favorable recommendation with conditions from the Planning and Zoning Commission may be denied by a majority vote of the City Council.
- G. **Expiration and Lapse of Approval.** In any case where a Special Use has been granted pursuant to the provisions of this chapter, such approval shall become null and void unless it is constructed and in active use within three (3) years of the date of issuance. An applicant may request an extension of an additional year, to be approved by a majority vote of the City Council.
- H. **Amendments to Approved Special Uses.**
1. **Determination of Level of Change.** Upon receiving a Special Use amendment application, the Zoning Administrator shall determine whether the amendment is a minor amendment, or a major amendment based on the criteria detailed in Section 10-8-5(H)(2) below.
 2. **Major Amendment.** A major amendment is any proposed change to an approved Special Use that results in one or more of the following:
 - a. Increase in the intensity of the site's use,
 - b. Additional noise, glare, odor, or other impacts that are detectable from off-site
 - c. Affects the subject property in a manner that inhibits its continued use or reuse, or
 - d. Results in a change inconsistent with any standards or conditions imposed by the City Council in approving the Special Use, as determined by the Zoning Administrator
 3. **Minor Amendment.** A minor amendment is any proposed change to an approved Special Use that is consistent with the standards and conditions upon which the Special Use was approved, which does not alter the concept or intent of the Special Use and is not considered a major amendment as detailed in Section 10-8-5(H)(2).
 4. **Approval Process.**
 - a. **Major Amendments.** A major amendment to an approved Special Use shall follow the procedure for a Special Use approval set in Section 10-8-5(B).
 - b. **Minor Amendments.**
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.
 - (2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets the applicable review criteria. Based on the review, the City Council shall approve or deny the application. Any amendment shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council. Any minor amendment shall be approved by the City Council by ordinance.
 - (3) **Recordation.** The minor amendment shall be recorded with the City Clerk.

Figure 8.1. Special Use Procedure



10-8-6. Subdivision Procedures

- A. **Purpose.** The purpose of this section is to establish the procedures regarding the subdivision, development, and platting of land, the preparation of plats, installation of utilities, and extension of streets and highways.
- B. **General Provisions.**
1. **Zoning District Compliance.** No subdivision shall be approved unless it conforms to all of the requirements of this Title. Whenever there is a discrepancy between minimum standards or dimensions of this Title, building codes or other adopted regulations, codes, or ordinances, the most restrictive shall apply.
 2. **Comprehensive Plan Conformance.**
 - a. All proposed subdivisions shall conform to the most recently adopted Comprehensive Plan.
 - b. The arrangement, character, extent, width, grade, and location of all streets shall conform to all the elements of the Comprehensive Plan and shall be designed in accordance with sound planning and engineering principles as well as the improvement provisions outlined in this Section.
 3. **Subdivision Review Criteria.**
 - a. **Comprehensive Plan Alignment.** The Final Plat is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 - b. **Compliance.** The Final Plat is consistent with the provisions of this Title and the governing zoning district.
- C. **Subdivisions.**
1. **Applicability.** Any subdivision of land dividing or consolidating two (2) or more lots or parcels.
 2. **Easements.** When a subdivision will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the Zoning Administrator and the City Engineer.
 3. **Access and Streets.** The splitting of land shall provide each lot with access to a public street or highway, so that access to each lot is assured.
 4. **Preliminary Plan.** The petitioner or landowner may submit for a Preliminary Plan prior to a Final Plat.
 - a. Approval of the Preliminary Plan is tentative only and shall be effective for a period of twelve (12) 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) twelve-month periods.
 - b. The procedure for a Preliminary Plan will follow the procedures outlined in Section 10-8-6(C)(7) of this Title.
 5. **Final Plan.** The petitioner or landowner may submit directly for a final plat.
 6. **Plat of Subdivision, Plat of Resubdivision or Plat of Consolidation Requirements.**
 - a. **Size.** The plat of subdivision shall be drawn in ink, at a scale of one (1) inch equals one hundred (100) feet or larger, on a nonfading, stable, Mylar material.
 - b. **Numbering.** When more than one (1) 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.

c. **Information.**

- (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 the Illinois State Plane Coordinate System, East Zone, NAD 83, or the current National Spatial Reference System.
- (2) **Monuments.** 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) **Exterior Boundary Lines.** The exact length and bearing of all exterior boundary lines, public grounds, meander lines, and easements, unless they parallel a noted boundary.
- (4) **Widths.** The exact width of all easements, streets, and alleys.
- (5) **Lot Lines.** The dimensions of all lot lines, to the nearest one-hundredth of a foot.
- (6) **Setback Lines.** Building setback lines on all lots.
- (7) **Consecutive Numbering.** All lots consecutively numbered within consecutively numbered blocks.
- (8) **Lot Angles.** The number of degrees, minutes, and seconds of all lot angles or bearings of same, other than ninety (90) degrees, 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) **Circular Curves.** When a street is on a circular curve, the main chord of the centerline 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-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) **Street Names.** 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) **Abutment.** Abutting state highway lines and streets of adjoining plats shown in their proper location by dotted lines. The width, names, and recording document numbers of these streets and highways and plats shall also be given.
- (12) **Dedicated Lands.** All lands dedicated to public or private use, including roads, streets, and existing easements, shall be clearly marked and recording document numbers shown on the plat.
- (13) **Watercourses and Drainage.** All watercourses, drainage ditches, and other existing features pertinent to subdivision.
- (14) **Access to Lakes or Streams.** 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) **Survey 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

vertical rod, and not less than five (5) inches in diameter by twenty-four (24) inches long or four (4) inches square by twenty-four (24) inches in length, set flush with the adjacent ground. Each permanent monument shall have a suitable mark in the center of the top. Concrete monuments shall be erected at a minimum of two (2) exterior boundary corners. Metal monuments not less than one-half inch in diameter and twenty-four (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) **Survey.** 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 1/5,000, the plat may be rejected.
- (17) **Certificates of Approval.** The current City approved certificates of approval to be shown on final plat, as applicable:
- (a) Surveyor.
 - (b) Owner.
 - (c) Notary.
 - (d) City Administrator.
 - (e) Township Highway Commissioner, if applicable.
 - (f) County Supervisor of Highways, if applicable.
 - (g) Illinois Department of Transportation, if applicable.
 - (h) City Clerk.
 - (i) City Planning and Zoning Commission, Chairman.
 - (j) City Council Certificate.
 - (k) County Clerk.
 - (l) County Recorder.
 - (m) City Engineer.
7. **Procedure.** The subdivision process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
- a. **Plan Council.** The Plan Council shall review the Final Plat and report to the Planning and Zoning Commission its findings and recommendations.
 - (1) A community meeting of area/neighborhood property owners explaining the proposed Subdivision conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission meeting.
 - b. **Economic Development Committee.** The Economic Development Committee shall review the Final Plan and report to the Planning and Zoning Commission its findings and recommendations.
 - c. **Planning and Zoning Commission.** After reviewing the Final Plat, the Planning and Zoning Commission shall recommend either approval or denial of the Final Plan to City Council in writing and its reasons for such recommendation.

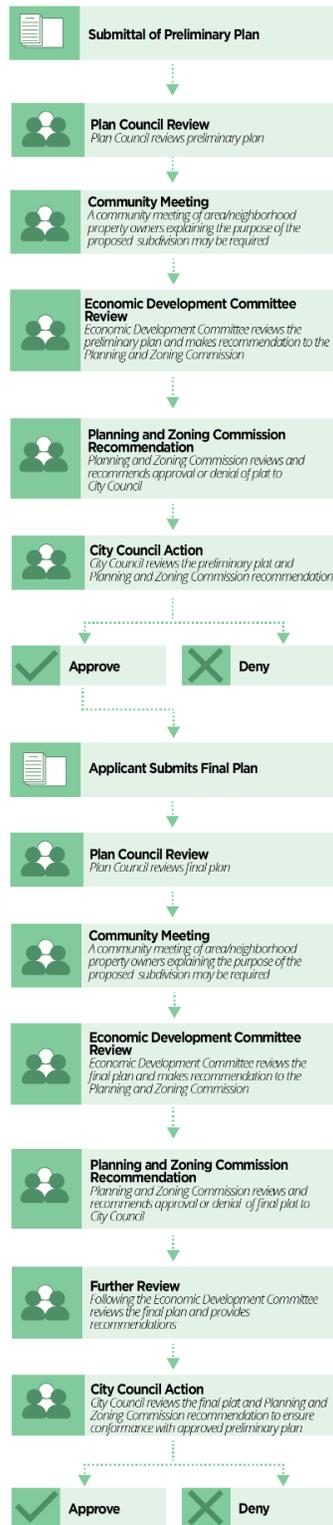
- d. **City Council.** The Final Plat shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the Final Plat. Any final plat shall be approved by the City Council by ordinance.
- e. **Recording of Final Plat.** The Final Plat shall be recorded by ordinance with the County Recorder of Deeds, within ninety (90) 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. All necessary fees owed to the City shall be satisfied in relation to the project and any required security posted prior to the recordation of the final plat is also required.

D. Amendments to Approved Subdivisions.

1. **Determination of Level of Change.** Upon receiving a Subdivision Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria in Section 10-8-6(D)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Subdivision that results in one or more of the following changes:
 - a. Increase in density,
 - b. Increase in the number of dwelling units,
 - c. Reduce open space by more than five (5) percent,
 - d. Modify the proportion of the housing types proposed,
 - e. Change parking areas in a manner that is inconsistent with those in the approved subdivision,
 - f. Alter alignment of roads, utilities, or drainage, or
 - g. Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Subdivision as determined by the Zoning Administrator.
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Subdivision that is consistent with the standards and conditions upon which the Subdivision was approved or meets the criteria set forth in Section 10-8-3(D)(1) of this Title, which does not alter the concept or intent of the Subdivision and is not considered a major amendment as detailed in Section 10-8-6(D)(2).
4. **Approval Process.**
 - a. **Major Amendments.** A major amendment to an approved Subdivision shall follow the procedure set in Section 10-8-6(C)(7).
 - b. **Minor Amendments.** A minor amendment to an approved Subdivision, other than those set forth in Section 10-8-3(D)(1) of this Title, shall be reviewed as follows:
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.
 - (2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the minor amendment. Any minor amendment shall be approved by the City Council by ordinance.
 - (3) **Recordation.** An approved minor amendment shall be recorded by ordinance with the County Recorder of Deeds, within ninety (90) 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. All necessary fees owed to the City shall be satisfied in relation to the project and any required security posted prior to the recordation of the final plat is also required.

Figure 8.2. Subdivision Procedure



10-8-7. Required Improvements.

1. **Improvement Requirements Prior to Filing Final Plat.** Upon approval of both the Final Plan and the plans and specifications for the required subdivision improvements by the Planning and Zoning 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 applicant may construct and install the required subdivision improvements prior to filing the final plat with the Planning and Zoning Commission for final approval or post a construction guarantee for the public improvements. If construction does not begin within four (4) years of Final Plat approval, the subdivider may be required to revise the plat to comply with new City requirements.
2. **Subdivision Securities.**
 - a. **Construction Guarantee.** In lieu of construction in Section 10-8-7(E) of this chapter, the subdivider shall post with the City prior to recordation of the Final Plat, a construction guarantee in the form of an irrevocable letter of credit or irrevocable performance bond, payable to the United City of Yorkville, sufficient to cover the full cost, plus twenty (20) percent, of the required improvements, as estimated by the engineer employed by the subdivider and approved by the City Engineer, to ensure the satisfactory installation of required improvements as outlined in this chapter, and contained in the approved plans and specifications prior to the recording of the final plat. A surety or bank recognized by the State of Illinois, and carrying a rating sufficient to cover the cost of construction, and approved by the City Attorney, shall issue the bond or letter of credit posted. The subdivider shall use the standard bond form or letter of credit form used by the City. Construction guarantee shall not be reduced to below twenty (20) 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 (1) year. Subsequent renewals of the construction guarantee shall also be for a period of at least one (1) year.
 - b. **Projects Nearing Two (2) Years.** Projects nearing (2) two years into construction will receive a status inquiry letter from the City Engineer and require an updated public improvement completion (PIC) schedule.
 - c. **Projects Nearing Three (3) Years.** Projects nearing (3) three years into construction will receive a status inquiry letter from the City Engineer with a punchlist of uncompleted improvements and will require an updated PIC schedule.
 - d. **Projects Nearing Four (4) Years.** Projects nearing four (4) years into construction will receive a status inquiry letter from the City Engineer with a punchlist of uncompleted improvements, require an updated PIC schedule and formal notification that the project will be in default if an extension is not requested and approved prior to the four-year construction deadline.
 - e. **Projects Over Four (4) Years.** Projects over four (4) years into construction will receive notification of default from the City Engineer, at the City Council direction, indicating that the letter of credit or performance bond is subject to a demand for call within sixty (60) days of the date of the notice should the developer not seek an extension for completion.
 - f. **Reduction of Subdivision Securities.** Final acceptance, approval of land improvements and corresponding reduction or release of letters of credit and/or performance bonds shall be as follows:
 - (1) The City Engineer shall issue a written recommendation including the basis for approving, denying, or modifying a request for reduction. The recommendation shall include the amount of the reduction based upon the engineer's estimate of probable cost as adjusted by an inflation factor from the initial date of issuance of the letter of credit or performance bond to the date of reduction. In order to calculate the inflation factor, the "Engineering News Record" construction cost index shall be used. The City Engineer shall also determine the remaining amount of the letter of credit and/or performance bond after the reduction.
 - (2) The City Engineer's written recommendation shall be forwarded to the City Administrator for approval.

- (3) Following the City Administrator's concurrence with the City Engineer's recommendation, the reduction shall be deemed approved or denied and the City Engineer is authorized to issue a letter to implement the decision.
- (4) In the event the City Administrator does not concur with the City Engineer's recommendation, the Mayor shall have the final authority to approve or deny the City Engineer's recommendation.
- (5) A developer may appeal the decision of the City Administrator to the Mayor, who shall review and make a final determination to affirm or reverse the City Administrator's initial decision.
- (6) The City Administrator or designee shall issue reports quarterly or more frequently as deemed appropriate, to the Mayor and City Council that summarize letter of credit and/or performance bond reduction requests that have been received and actions taken pursuant to those requests.

3. Construction Warranty.

- a. The subdivision irrevocable performance bond or letter of credit shall be released after an appropriate City Council action accepting the improvements for public ownership. Except as provided in subsection (b) of this section, this subdivision letter of credit or performance bond 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 all improvements will properly function as designed, with no defects before the City Council formal acceptance.
- b. A maintenance guarantee shall be required for all landscaping but shall not be required for improvements that are on private property that do not serve, benefit, or impact properties other than the one (1) being developed.
- c. It is a violation of this Code to fail to complete an infrastructure component that results in harm to the public improvement system or in the potential failure of the system.

4. Filing. Not more than ten (10) months after Final 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:

- a. Streets,
- b. Curbs and gutter,
- c. Storm drainage, including storm sewers and stormwater detention, building storm drains (footings, roof, etc.),
- d. Comprehensive drainage plan, including grades of surface drainageways,
- e. Sanitary sewerage system,
- f. Water supply and distribution,
- g. Public utility locations,
- h. Streetlights,
- i. Sidewalks,
- j. Street signs, guardrails, and other special requirements,
- k. Parkway trees, and
- l. Payment in full of all City fees.

5. **Construction and Inspection.**

- a. 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 this section and the City's standard specifications for improvements.
- b. The subdivider shall pay all expenses incurred by the United City of Yorkville to provide field inspections and testing of all construction work and materials before, during, and after construction.
- c. On-street parking during build out of the development shall be limited to one (1) 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.
- d. Dumpsters, work trailers, and construction materials shall not be stored or located in roadways or public rights-of-way at any time, without exception.
- e. The subdivider is required to submit an acknowledgment of public improvement completion (PIC) schedule in a form approved by the City Attorney and City Engineer. The PIC schedule shall include the following information:
 - (1) The schedule when public improvements are to be completed.
 - (2) The schedule shall state that the City will place as a condition in the Final Plat of subdivision approval ordinance or PUD ordinance that the development must have all streets, sewers, water mains, streetlights, and other public improvements installed in a workmanship-like manner within four (4) years of initial construction.
 - (3) The schedule will require the subdivider/developer to provide proof by a title search that all accepted infrastructure is free and clear of all liens and encumbrances.
 - (4) The schedule shall state that the subdivider/developer will maintain the public improvements until they are approved and accepted by the City.

6. **As-Built Plans.** 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 of credit assuring their completion. The coordinate system for as built drawings shall be NAD27 Illinois State planes, east zone, U.S. foot (IL-E). The "as built" plans shall be submitted on reproducible Mylar, and digitally in a format acceptable to the City.

7. **Acceptance of Dedication, Improvements.**

- a. 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.
- b. Recordation of the Final Plat shall be dependent on presentation of proof of responsibility for the maintenance of all community improvements.
- c. 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, make recommendations in 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 title, after City Council acceptance.

10-8-8. Planned Unit Development

- A. **Purpose and Intent.** The purpose of the regulations, standards, and criteria contained in this Section is to provide an alternate procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this Section. The objective of the Planned Unit Development process is to accommodate a higher level of design and amenity than is possible to achieve under otherwise applicable UDO regulations. The end result can be a product which fulfills the objectives of City plans and policies, including but not limited to the Comprehensive Plan, while departing from the strict application of the regulations of this UDO. The Planned Unit Development is intended to permit and encourage such flexibility and to accomplish the following purposes:
1. To promote long term planning pursuant to the City of Yorkville Comprehensive Plan and other relevant plans and City policies.
 2. To stimulate creative approaches to the commercial, residential, and mixed-use development of land.
 3. To provide more efficient use of land.
 4. To preserve natural features and provide open space areas and recreation areas in excess of that required under this UDO.
 5. To develop new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities.
 6. To unify buildings and sites through design.
- B. **General Provisions.**
1. Any development encompassing four (4) or more acres in area shall be approved as a Planned Unit Development in accordance with this UDO.
 2. Each Planned Unit Development shall be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Unit Development solely upon an already existing Planned Unit Development except to the extent such Planned Unit Development has been approved as part of a development master plan.
 3. The burden of providing evidence and persuasion that any Planned Unit Development is necessary and desirable shall rest with the applicant.
- C. **Planned Unit Development Relation to Base District Standards.**
1. A Planned Unit Development, if approved, shall be a Special Use.
 2. A Planned Unit Development, if approved, may allow for modifications to the standards of the base district. All such modifications shall be referred to as site development allowances.
 3. Notwithstanding any limitations on Variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance in the Planned Unit Development application and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one (1) of the modification standards detailed in Section 10-8-8(D).
 4. All approved site development allowances shall be delineated in the ordinance approving the Planned Unit Development as a Special Use as it applies to the subject property.

- D. **Modification Standards.** An applicant seeking a site development allowance shall be required to justify their request through the provision of tangible benefits to the City of Yorkville by meeting a minimum of one (1) of the modification standards detailed below.
1. **Landscape Conservation and Visual Enhancement.** The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.
 2. **Sustainable Design.** The Planned Unit Development is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, employment of an alternative energy system or solution, and landscaping design capable of reducing energy consumption and improving onsite stormwater management.
 3. **Public Gathering Space.** The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.
 4. **Placemaking.** The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces, etc.
 5. **Universal Design.** The Planned Unit Development includes buildings designed with accessible features such as level access from the street and/or zero entry thresholds.
 6. **High Quality Building Materials.** The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO.
 7. **Age-Targeted Development.** The Planned Unit Development includes residential dwelling units, amenities, and design characteristics intended to accommodate the lifestyles and needs of senior citizens.
 8. **Affordability.** The Planned Unit Development includes residential dwellings that are deed restricted for households that make less than or equal to eighty (80) percent of the Kendall County median income.
 9. **Provision of a Public School.** The Planned Unit Development includes a facility that directly supports the functioning or operation of the Yorkville Community Unit School District or another public school district.
 10. **Provision of a Regional Park.** The Planned Unit Development includes a park of sufficient size and with high quality amenities adequate to draw visitors and provide recreational opportunities for residents throughout the region in addition to serving residents of Yorkville. The regional park is integrated into the design of the Planned Unit Development and has a direct relationship to the other main buildings and uses on-site.
 11. **Funding or Construction of Public Roadways.** The Planned Unit Development includes the construction of roadways adjacent to the subject site as planned in the City of Yorkville Comprehensive Plan, Kendall County Long-Range Transportation Plan, or another transportation plan adopted by a local, County, or regional entity.
 12. **Regional Utility Improvements.** The Planned Unit Development involves the construction of a utility improvement identified in the City or Yorkville Comprehensive Plan or other policy document adopted by a local, County, or regional entity.

- E. **Standards of Review.** The following standards for review shall be utilized in the review of a Planned Unit Development application as a whole, including any requested site development allowances and the modification standards proposed to justify those requests. The standards of review in this Section shall be considered in addition to the standards for Special Use Permits as specified in Section 10-8-5. No application for a Planned Unit Development shall be approved unless the City Council finds that the application meets all of the following standards:
1. **Plan and Policy Alignment.** The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
 2. **Integrated Design with Identifiable Centers and Edges.** The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
 3. **Public Welfare.** The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
 4. **Compatibility with Adjacent Land Uses.** The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
 5. **Impact on Public Facilities and Resources.** The Planned Unit Development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The Planned Unit Development shall include such impact fees as may be reasonably determined by the City Council. These required impact fees shall be calculated in reasonable proportion to the impact of the Planned Unit Development on public facilities and infrastructure.
 6. **Archaeological, Historical or Cultural Impact.** The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
- F. **Procedure.**
1. **Plan Council Review.** Plan Council shall review and discuss the Planned Unit Development and make a recommendation to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review criteria to the Planning and Zoning Commission.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Special Use for Planned Unit Development conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the Planned Unit Development and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Public Hearing, Review, and Recommendation by the Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the proposed Special Use for Planned Unit Development, and, at the close of the public hearing and after consideration of the staff report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review standards. The Zoning Administrator, on behalf of the Planning and Zoning Commission, shall transmit a report containing its recommendation to approve, approve with modifications, or deny the application to the City Council.

4. **City Council Action.** The City Council shall hear the proposed Planned Unit Development, and, at the close of the meeting and after consideration of the Planning and Zoning Commission recommendation, Zoning Administrator Report, and public comment either:
 - a. Approve the application,
 - b. Approve the application with modifications,
 - c. Deny the application,
 - d. Refer the application back to the Planning and Zoning Commission for further review, or
 - e. Postpone further consideration pending the submittal of additional information, including any application requirement previously waived.

G. Amendments to Approved Planned Unit Development.

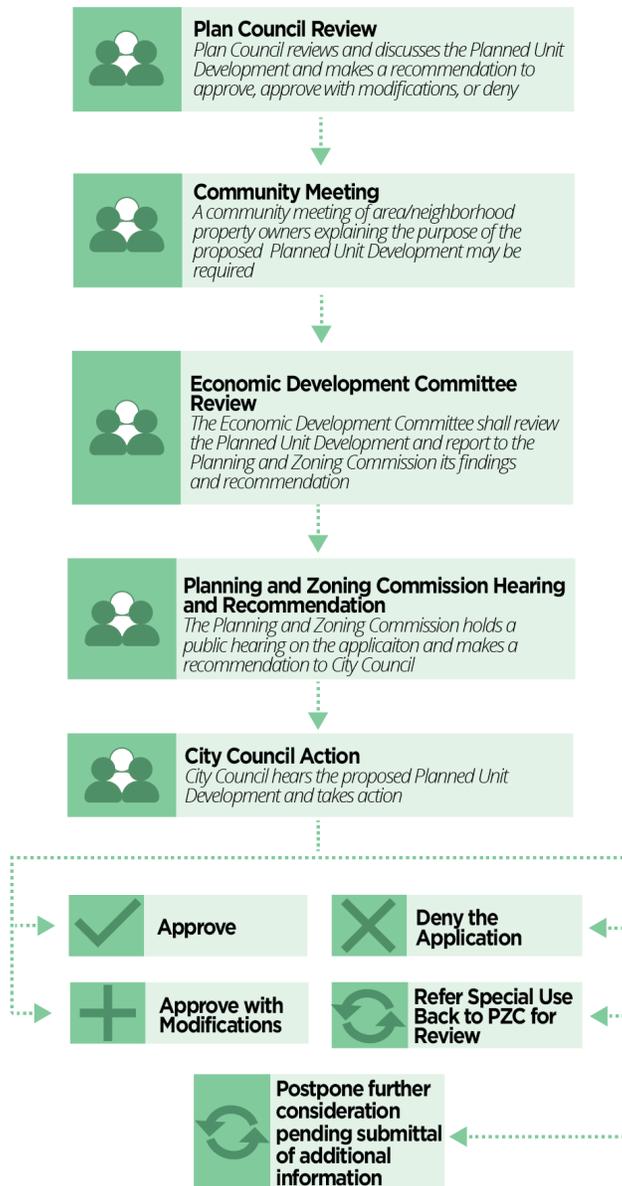
1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:
 - a. Increase density,
 - b. Increase the height of buildings,
 - c. Reduce open space by more than five (5) percent,
 - d. Modify the proportion of housing types,
 - e. Change parking areas in a manner that is inconsistent with this UDO,
 - f. Increase the approved gross floor area by more than five hundred (500) square feet,
 - g. Alter alignment of roads, utilities, or drainage, or
 - h. Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved Site Plan, as determined by the Zoning Administrator.
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).
4. **Approval Processes.**
 - a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F).
 - b. **Minor Amendment.**
 - (1) **Zoning Administrator Review.** The minor amendment shall be reviewed by the Zoning Administrator for compliance with the Comprehensive Plan and the applicable standards of this UDO. The Zoning Administrator shall then make a recommendation to City Council to approve or deny the application.

(2) **City Council Review.** The minor amendment shall be reviewed by the City Council to ensure that the application meets the applicable review criteria. Based on the review, the City Council shall approve or deny the application. Any amendment shall not be approved except by the favorable vote of two-thirds ($\frac{2}{3}$) of all the members of the City Council. Any minor amendment shall be approved by the City Council by ordinance.

(3) **Recordation.** The minor amendment shall be recorded with the City Clerk.

H. **Expiration and Lapse of Approval.** For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after three (3) years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning and Zoning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the Planned Unit Development shall not expire, only the Planned Unit Development overlay shall expire.

Figure 8.3. Planned Unit Development Procedure



10-8-9. Variations

- A. **Authority.** The Planning and Zoning Commission, after a public hearing, may recommend a Variation to the regulations of the UDO in harmony with their general purpose and intent, only in the specific instances hereinafter set forth, where the Planning and Zoning Commission holds a public hearing and makes findings of fact in accordance with the standards of this section, and further finds that there are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of this UDO.
- B. **Authorized Variations.** Variations from the regulations of this title shall be granted by the Planning and Zoning Commission only in accordance with the standards established in subsection (C) of this section and may be granted only in the following instances:
1. To permit any yard or setback less than the yard or setback required by the zoning district, but by no more than twenty-five (25) percent.
 2. To permit the use of a lot or lots for a use otherwise prohibited solely because of insufficient size or widths of the lot or lots. In no event shall the respective size and width of the lot or lots be less than ninety (90) percent of the required area and width. The percentage set forth in this subsection is not to be reduced by any other percentage for minimum lot width and area set forth in this title.
 3. To reduce the applicable off-street parking facilities required by not more than one (1) parking space or loading space, or twenty (20) percent of the applicable regulations, whichever number is greater.
 4. To increase by not more than twenty-five (25) percent the maximum distance that required parking spaces are permitted to be located from the use served as specified in Section 10-5-1(G).
 5. To allow for the deferment, or land banking, of required parking facilities for a reasonable period.
 6. To increase by not more than ten (10) percent the maximum gross floor area of any use so limited by the applicable regulations as specified in Chapter 4.
 7. To exceed any of the authorized Variations allowed under this subsection when a lot of record or a zoning lot, vacant or legally used on the effective date hereof, is, by reason of the exercise of the right of eminent domain by any authorized governmental domain proceeding, reduced in size so that the remainder of said lot of record or zoning lot or structure on said lot does not conform with one (1) or more of the regulations of the district in which said lot of record or zoning lot or structure is located.
- C. **Standards for Variations.**
1. The Planning and Zoning Commission shall not grant a Variation from the regulations of this UDO unless it shall make findings based upon the evidence presented that the standards for hardships set forth in the Illinois Municipal Code are complied with in addition to the following:
 - a. A particular hardship to the owner would result because of the physical surroundings, shape, or topographical conditions of the subject property, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - b. The conditions upon which the petition for a Variation is based are unique to the subject property and are not applicable, generally, to other properties within the same zoning district.
 - c. The difficulty or hardship is not created by any person presently having an interest in the property.
 - d. The Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

- e. The proposed Variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger to the public, or substantially diminish or impair property values within the neighborhood.
 - f. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.
2. **Land Banked Parking Facilities Review Standards.**
- a. Sufficient evidence is provided by the applicant that supports the reduced parking needs.
 - b. Approval of a land bank parking plan which illustrates the area proposed for land banking of parking spaces in an area suitable for parking at a future time.
 - c. Landscaping of the land banked area must be in full compliance of the zoning regulations with this title and, at a minimum, landscaped with turf. As a result of the site plan review process, the Zoning Board of Appeals Planning and Zoning Commission may require additional landscaping of the land banked area.
 - d. The land banked area cannot be used for any other use and must be part of the same zoning lot and all under the same ownership.
 - e. As part of the variance process, the applicant must show the area to be banked on the overall site plan and marked as "Land Banked Future Parking".
3. **Conditions.** The Planning and Zoning Commission may impose such conditions and restrictions upon the premises benefited by a Variation as may be necessary to comply with the standards established in this subsection to reduce or minimize the effect of such Variation upon other property in the neighborhood and to better carry out the general intent of this title.
4. **Procedure.** The variation process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
- a. **Plan Council.** The Plan Council shall review the variation request and report to the Planning and Zoning Commission its findings and recommendations.
 - b. **Economic Development Committee.** The Economic Development Committee shall review the variation request and report to the Planning and Zoning Commission its findings and recommendations.
 - c. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended stipulations of conditions and guarantees as part of the approval.
 - d. **City Council.** The application shall be reviewed by the City Council to ensure that the application meets all the applicable review criteria. Based on the review, the City Council shall approve or deny the application.
5. **Expiration and Lapse of Approval.** Where a Variation has been granted pursuant to the provisions of this section, such approval shall become null and void unless construction thereon is substantially under way within twelve (12) months of the date of issuance, unless extended by the Zoning Administrator.

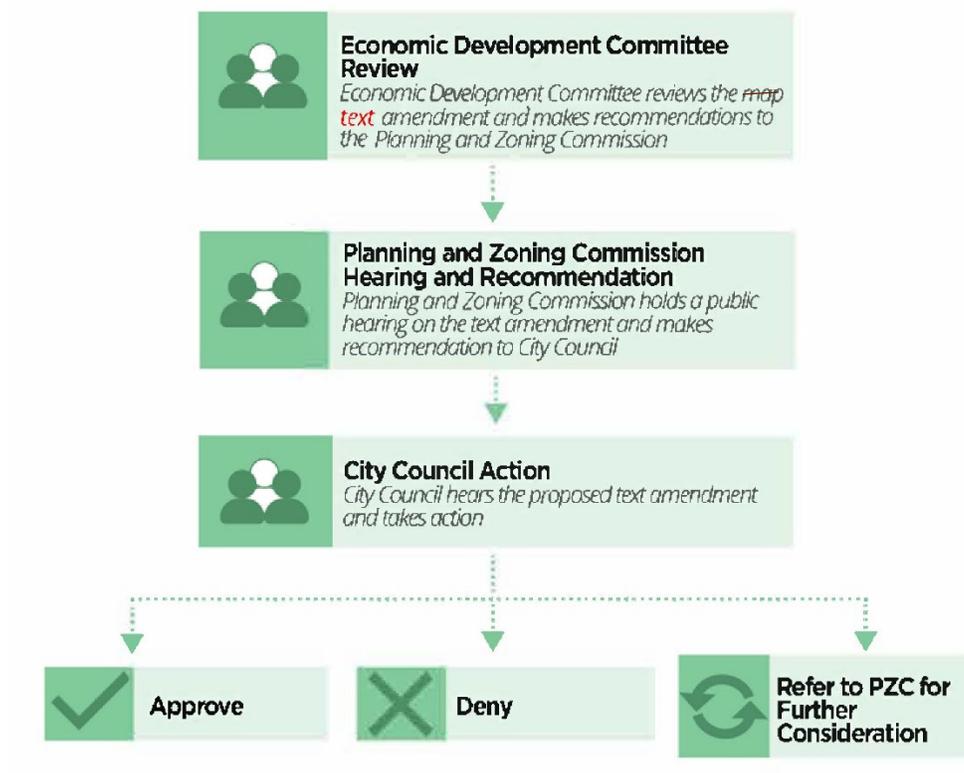
10-8-10. Appeals

- A. **Purpose.** An Appeal may be taken to the Planning and Zoning Commission for any order, requirement, decision, interpretation, or determination of the regulations of this title made by the Zoning Administrator by any individual aggrieved by the action taken under. The Planning and Zoning Commission shall hear the Appeal, hold a public meeting, and render a decision.
- B. **Initiation.** An Appeal may be taken within thirty (30) days of the action of the Zoning Administrator by filing a notice of Appeal specifying the grounds thereof, who shall forward such Appeal to the Planning and Zoning Commission.
- C. **Procedure.**
 - 1. **Planning and Zoning Commission.** The Planning and Zoning Commission shall review the Appeal at a regularly scheduled meeting. The Planning and Zoning Commission may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination relating to this title, made by the Zoning Administrator subject to the criteria in Section 10-8-10(D).
- D. **Appeal Review Criteria.** An Appeal of administrative decisions shall be granted only if the Planning and Zoning Commission makes one of the following findings.
 - 1. The decision constituted an erroneous application or interpretation of this UDO.
 - 2. The decision constituted an abuse of the administrative official's discretion to interpret or apply this UDO.
 - 3. The decision was rendered based upon an erroneous material fact.
- E. **Record of Action.** The Planning and Zoning Commission's decision shall be filed and recorded with the City Clerk.

10-8-11. Text Amendments

- A. **Initiation of Text Amendments.** Text Amendments to this UDO may be proposed by an owner, lessee, agent, majority beneficiary of a land trust, or contract purchaser of property located in the City or by the Mayor and City Council, Planning and Zoning Commission, Zoning Administrator, or City Administrator, ~~the Mayor and City Council, the Planning and Zoning Commission, City staff, majority beneficiary of land trust, contract purchaser, any property owner, or an authorized agent.~~
- B. **Text Amendment Review Criteria.**
1. The proposed Text Amendment is consistent with the purpose of this UDO and the City's Comprehensive Plan.
 2. The Text Amendment will not adversely affect the public health, safety, or general welfare.
- C. **Procedure.** The text amendment process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Economic Development Committee.** The Economic Development Committee shall review the text amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 2. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations, including the recommended modifications and guarantees as part of the approval.
 3. **City Council.** The City Council, upon receiving the recommendation of the Planning and Zoning Commission, may approve or deny a proposed Text Amendment in accordance with applicable Illinois Statutes or may refer to the Planning and Zoning Commission for further consideration.

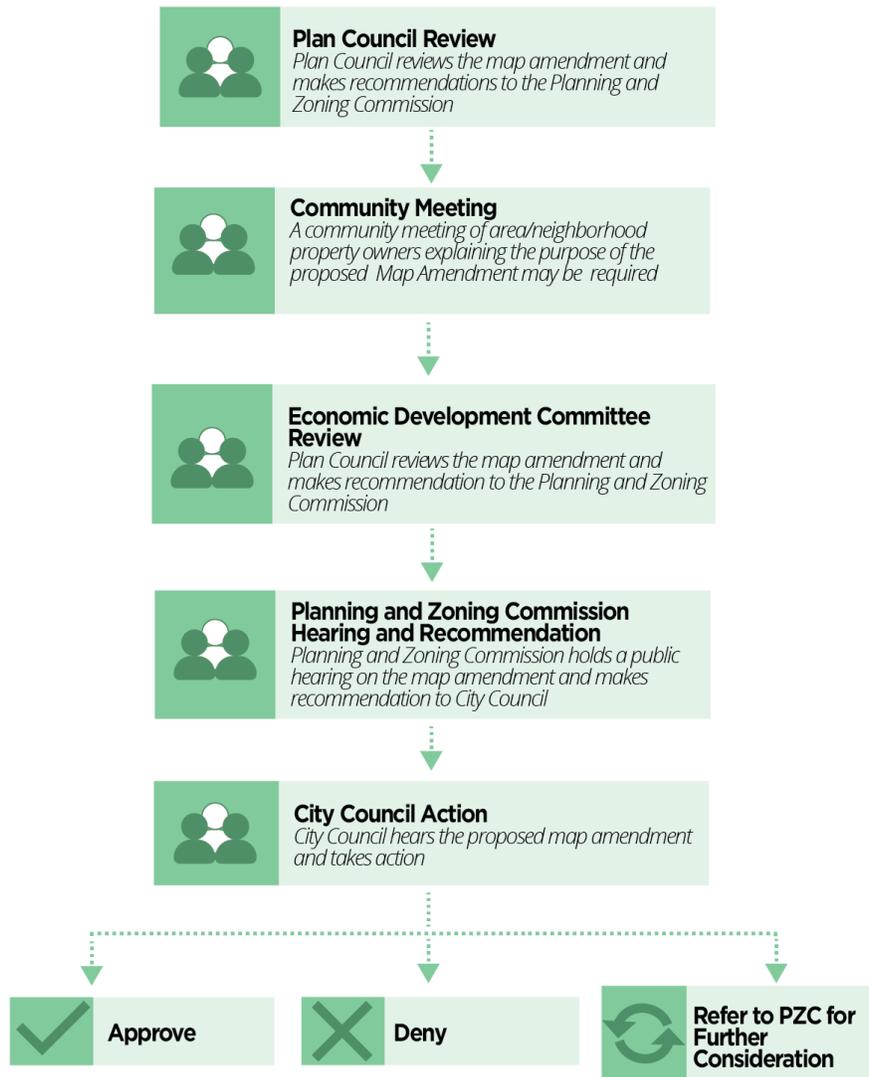
Figure 8.4. Text Amendment Procedure



10-8-12. Map Amendments

- A. **Initiation of Amendments.** Map Amendments may be proposed by the subject property owner, the Mayor and City Council, the Planning and Zoning Commission, Zoning Administrator, or another City official.
- B. **Map Amendment Review Standards.** The Planning and Zoning Commission shall ~~approve~~ make findings of fact regarding Map Amendments ~~only if they~~ based upon the following standards: ~~are satisfied.~~
1. The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of this UDO.
 - ~~2. The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of this UDO.~~
 - ~~3.2.~~ The proposed Map Amendment is consistent/compatible with the existing and planned uses and zoning of nearby properties.
 - ~~4.3.~~ The subject property is suitable for the purposes of the proposed zoning district.
 - ~~5.4.~~ The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by any adjacent parcels, ~~and.~~
 - ~~5.~~ The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested zoning district as specified in Section 10-3-9(A), unless otherwise granted relief as specified in Section 10-8-9. Variations.
 - ~~6.~~ The community need for the proposed use, and
 - ~~6-7.~~ 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.
- C. **Procedure.** The map amendment process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Plan Council.** The Plan Council shall review the map amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 - a. A community meeting of area/neighborhood property owners explaining the proposed Map Amendment conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
 2. **Economic Development Committee.** The Economic Development Committee shall review the map amendment request and report to the Planning and Zoning Commission its findings and recommendations.
 3. **Planning and Zoning Commission.** The Planning and Zoning Commission shall hold a public hearing on the application. The Planning and Zoning Commission shall report to the City Council its findings and recommendations.
 4. **City Council.** The City Council, upon receiving the recommendation of the Planning and Zoning Commission, may approve or deny a proposed Map Amendment in accordance with applicable Illinois Statutes or may refer to the Planning and Zoning Commission for further consideration.

Figure 8.5. Map Amendment Procedure



10-8-13. Annexations

- A. **Petition for Annexation.** All Annexations shall be initiated by the filing of a petition with the Zoning Administrator. Such petitions shall be verified under oath by all the record title owners, including mortgage holders, of all the lands included within the Annexation.
- B. **Procedure.** The annexation process will require the review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Plan Council.** Plan Council shall review the application for annexation and report to the City Council its findings and recommendations as part of the approval.
 - a. ~~A community meeting of area/neighborhood property owners explaining the proposed Annexation conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.~~
 2. **Economic Development Committee.** The Economic Development Committee shall review the annexation request and report to the City Council its findings and recommendations.
 3. **City Council.** ~~The City Council shall hold a public hearing on the proposed annexation. The City Clerk shall publish notice of the public hearing as required in Section 10-8-4(B).~~ City Council shall approve or deny a proposed by a majority vote in accordance with applicable Illinois Statute.
- C. **Request for Zoning Map Amendments.** All petitions for Annexation ~~agreement~~ requesting a zoning classification other than the R-1, Single-Family Suburban Residence Zoning District shall be processed in the same manner as a petition for a request for a Map Amendment as provided in Section 10-8-12 for lands within the jurisdictional limits of the City. All such requests for a Map Amendment or Variations shall be accompanied by the fees as provided in Section 10-7-9 of the Yorkville Code of Ordinances and the said fees shall be paid at the time of filing the petition for Annexation ~~agreement~~.
- ~~C.D.~~ **Petition for Annexation Agreement.** All petitions for Annexation which do not include requests for rezoning classification, other than those assigned to property upon annexation into the City, or a request for variations, but seek other approvals by the City Council shall require an annexation agreement. The City Council shall hold a public hearing on the proposed annexation. The City Clerk shall publish notice of the public hearing as required in Section 10-8-4(B).

Figure 8.6. Annexation Agreement Procedure



10-8-14. Economic Incentive/Development Agreement

- A. **Petition for Economic Incentive/Development Agreement.** Economic Incentive and Development Agreements are negotiated between the municipality and the developer and/or owner on a project-by-project basis. Such items considered as part of an economic incentive or development agreement are the amount of tax sharing, timing of payments, performance and compliance requirements and any other details. Applications will be evaluated on the merits of their impact to create or maintain jobs; further development; strengthen the commercial or industrial sector; enhance the tax base; and be in the overall best interest of the municipality.
- B. **Procedure.** The economic incentive/development agreement process will require review of the following bodies unless otherwise determined by the Zoning Administrator:
1. **Plan Council.** The Plan Council shall review the economic incentive/development agreement request and report to the City Council its findings and recommendations.
 2. **Economic Development Committee.** The Economic Development Committee shall review the economic incentive/development agreement request and report to the City Council its findings and recommendations.
 3. **City Council.** The City Council, upon receiving the recommendation of the Economic Development Committee, may approve or deny a proposed economic incentive/development agreement in accordance with applicable Illinois Statutes or may refer to the Economic Development Committee for further consideration.

Figure 8.7. Economic Incentive/Development Agreement Procedure



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: 7672727
Purchase Order: PZC 2024-17

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 7/29/2024, and the last publication of the notice was made in the newspaper dated and published on 7/29/2024.

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

PUBLICATION DATES: **Jul 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

29th Day of August, 2024, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE OF A
HEARING BEFORE
THE UNITED
CITY OF YORKVILLE
PLANNING AND ZONING
COMMISSION
PZC 2024-17**

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on **August 14, 2024 at 7:00PM** at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Chapter 8, UDO Review and Approval Procedures within the United City of Yorkville's Unified Development Ordinance.

The proposed text amendment will revise and clarify general application requirements, board/commission review, and procedures related to petitions for text and map amendments, annexations, annexation agreements, and economic incentive/development agreements 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
7/29/24 7672727



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #3

Tracking Number

PZC 2024-18 & EDC 2024-54

Agenda Item Summary Memo

Title: PZC 2024-18 – Kendall Co. Pet. 24-07 (Jerry Styrzula on Behalf of A&D Properties, LLC)

Meeting and Date: City Council – September 24, 2024

Synopsis: 1.5-Mile Review of a site plan to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar.

Council Action Previously Taken:

Date of Action: PZC – 9/11/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-18 & EDC 2024-54

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:



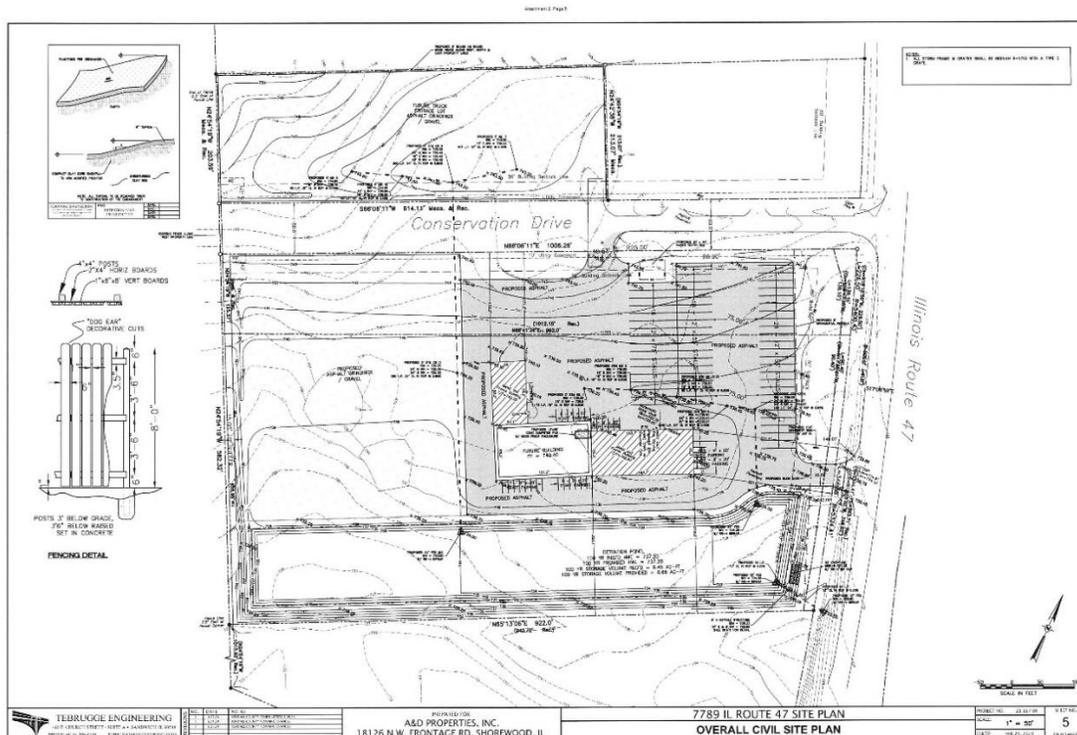
Memorandum

To: City Council
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: September 13, 2024
Subject: **PZC 2024-18 – Jerry Styrzula on Behalf of A&D Properties, LLC (Site Approval Plan)**
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 Styrzula, on behalf of A&D Properties, LLC, is requesting site plan approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47. The real property is located north of Ament Road and immediately west of South Bridge Street in unincorporated Kendall County.

The site will consist of a main building of approximately 13,000 square feet and two metal-frame buildings totaling 17,000 square feet, resulting in a total building area of 30,000 square feet. The property also includes a detention area in the southwest section along Route 47, as shown on the site plan below. The site plan also shows five (5) customer parking stalls, twenty-four (24) employee parking stalls, and fifty-eight (58) trailer parking stalls, for a total of eighty-seven (87) parking spaces at full build-out. There will be one access point from Route 47 and another from Conservation Drive



PROPOSED MOTION

In consideration of the proposed mile and one-half review of Kendall County Petition 24-07 for site plan approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47, the Planning and Zoning Commission recommends to the City Council to (object or not to object) to the request.

Action Item:

Forristall-aye, Hyett-aye, Millen-aye, Vinyard-aye, Williams-aye.

5 ayes; 0 nay

ATTACHMENTS

1. Application with Attachments
2. Email from Daniel Kramer



Memorandum

To: Planning and Zoning Commission
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: August 21, 2024
Subject: **PZC 2024-18 – Jerry Styrzula on Behalf of A&D Properties, LLC (Site Approval Plan)**
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 Styrzula, on behalf of A&D Properties, LLC, is requesting site plan approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47. The real property is located north of Ament Road and immediately west of South Bridge Street in unincorporated Kendall County.

PROPERTY BACKGROUND:

The property is located at 7789 Route 47 in unincorporated Kendall County and is comprised by 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 Route 47. The property also has one (1) access point off Conservation Drive. The property is immediately southwest of Yorkville's corporate boundary, approximately 0.30 miles (~1600 feet) from the Windett Ridge Subdivision.

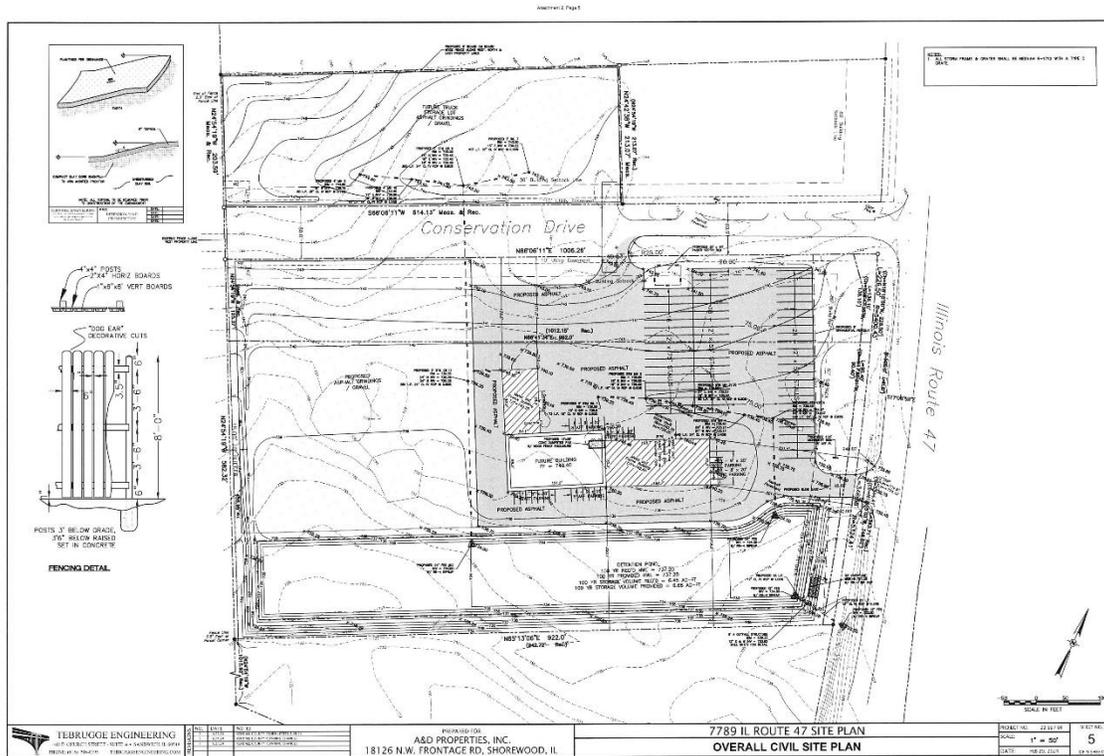


In April 2024, the City of Yorkville received a request from Jerry Styrzula, on behalf of A&D Properties, LLC, requesting an approval of a map amendment (rezoning) for this property from B-3 Highway Business District to M-1 Limited Manufacturing District for the purpose of operating a trucking business, Freuhauf Manufacturing. In May 2024, the City of Yorkville recommended the rezoning of the property from B-3

Business Highway District to M-1 Limited Manufacturing District. Additionally, in June 2024, the County Board approved the rezoning of the property to M-1 Limited Manufacturing District.

PROPOSED DEVELOPMENT:

The property is currently zoned M-1 Limited Manufacturing District in Kendall County. Per Kendall County’s Zoning Ordinance, all development proposed in the district must obtain site approval from the County Board. According to the application and site plans provided, the petitioner would like site plan approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses. The site will consist of an approximately 13,000 square foot main building, and two (2) metal and frame buildings totaling approximately 17,000 square feet. The property also includes a detention area on the southwest area on Route 47, as illustrated on the site plan below.



Site Plan

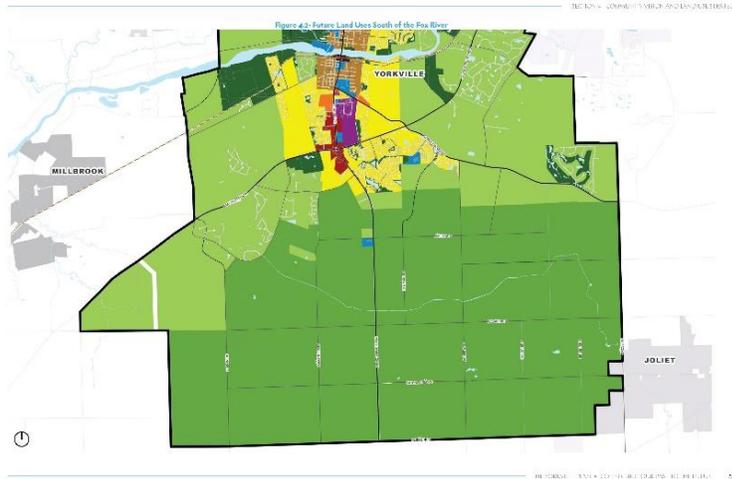
The site plan, as illustrated above, indicates a total building area of approximately 30,000 square feet. The site plan shows five (5) customer parking stalls, twenty-four (24) employee parking stall, and fifty-eight (58) parking stalls for trailers, totaling 87 parking stalls at full build out. The site plan shows one (1) access from Route 47 and one (1) access from Conservation Drive.

Engineering

The City’s engineering consultant, EEI, has reviewed the submitted civil plans. Their only comment is the petitioner should submit their plans to the Illinois Department of Transportation (IDOT) for an entrance permit and to coordinate with the Illinois Department of Transportation (IDOT) regarding the future widening improvements that are planned in the area.

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.



As previously mentioned, this property was granted rezoning approval by Kendall County changing the property from B-3 Business Highway District to M-1 Limited Manufacturing District. This rezoning was also reviewed and not objected to by the City of Yorkville in May 2024 as part of the 1.5-mile review process. The new zoning classification is consistent with Kendall County's recent changes to its Future Land Use Map.

The proposed land use and M-1 zoning in Kendall County is inconsistent with Yorkville's Comprehensive Plan. If approved, the proposed facility to operate a trucking business for the sale

and storage of semi-trailers, small trailers, semi-tractors, and similar uses 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 General Industrial (GI) which is intended for a broad range of warehousing and manufacturing activities of minimal environmental impact.

EDC COMMENTS

At the May 7, 2024, Economic Development Committee meeting, Daniel Kramer stated that his client, Jerry Styczula, a dealer of Fruehauf Manufacturing, would solely be conducting trailer sales and would not be running a trucking business on the site. However, at the August 6, 2024, Economic Development Committee meeting, the committee requested clarification on whether the trailers currently on the site would be removed or remain, especially given that the site plans display storage for semi-tractors, semi-trailers, small trailers, and similar uses.

Mr. Kramer responded via e-mail on August 8, 2024, "*Sure the language is meant to cover the Sales of the new Trailers. We have continued to represent to the County and as part of Owner's Business plan he has absolutely no intention, nor permission to run a trucking business at the site. There are still some Remnants of Trailers that were sent to His site that had been used by Plano Molding (rented to that customer by Jerry's business) at their Manufacturing and Distribution sites in Plano and Sandwich to store inventory. Plano Molding cut way down on Storage of both and returned them to Jerry. He is selling and sending them to auctions to dispose of, and they will not remain on site. Hopefully that answers the concerns*".

In summary, the clarification provided by Daniel Kramer confirms that the trailers in question are being sold and that there are no plans to operate a trucking business at the site. A&D Properties, LLC, the owner of the property, has no intention or authorization to use the site for trucking operations, and the remaining trailers will be removed in due course.

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 City Council on September 24, 2024. This item was delivered to the City on June 26, 2024.

PROPOSED MOTION

In consideration of the proposed mile and one-half review of Kendall County Petition 24-07 for site plan approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47, 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. Email from Daniel Kramer



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 24-07

**Jerry Styrzula on Behalf of A&D Properties, LLC
Site Plan Approval**

INTRODUCTION

A&D Properties, LLC would like site plan approval in order to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47.

The County Board approved the rezoning of this property to M-1 in June 2024.

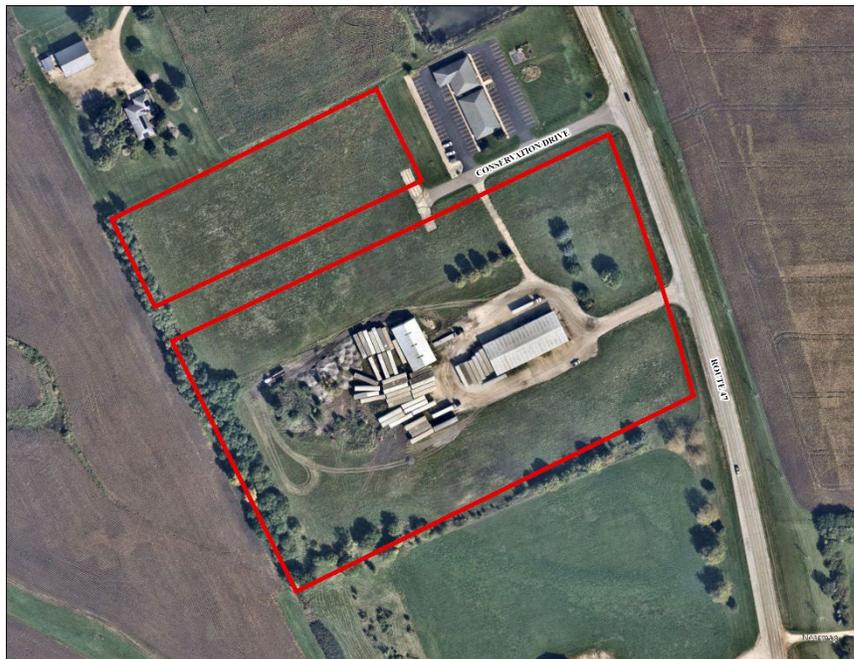
The application materials are included as Attachment 1. The proposed site plan is included as Attachment 2. The proposed landscaping plan is included as Attachment 3.

SITE INFORMATION

PETITIONERS: Jerry Styrzula 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 Vacant and Improved Commercial

USE:

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: Site Plan Approval

APPLICABLE REGULATIONS: Section 13:10 – Site Plan Review

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 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 14-15).

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on June 26, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on June 26, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on June 26, 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. **The property has been zoned B-3 since 1975 and the main building has been on the property since approximately 1977. The property was rezoned to M-1 in 2024. The property was previously used for an agricultural implement sales business. The construction of the new building is an area that is already paved. There are no floodplains or wetlands on the property. There are no excessive slopes on the property.***

*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 from Route 47 and one (1) access from Conservation Drive. There will be a maximum of four (4) employees at the property. Based on the approximately fifteen thousand (15,000) square feet of buildings presently onsite and the requirement in Section 11:04 of one (1) parking space per six hundred (600) square feet of floor area plus one (1) parking space per employee, the property meets the parking requirements contained in the Zoning Ordinance without the construction of the new building. The site plan shows five (5) customer parking spaces, including two (2) handicapped accessible parking space, twenty-four (24) employee parking spaces, and fifty-eight (58) parking spaces for trailers.***

*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.***

*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. **No rendering was provided.**

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 proposes a seven foot (7') tall iron looking fence across the front (east) side of the property and an eight foot (8') tall solid fence along sides and rear of the property. The Petitioner also proposes a slide gate at the main entrance off of Route 47 and a gate off of Conservation Drive. The landscaping plan proposes four (4) Autumn Blaze Maples, four (4) Thornless Honeylocusts, eighteen (18) Neon Flash Spirea, eighteen (18) Chicagoland Green Boxwoods, Kentucky Bluegrass, and Wet Mesic Prairie Mix. The Petitioner also proposes to keep the existing trees within ten feet (10') of the southern and western property lines, except for dead trees brush. The area around the sign would also be landscaped. 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. **The Petitioner proposes to provide the Bristol-Kendall Fire Protection District and Sheriff's Department with the combination to the gate. Beyond that information, 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. **The HVAC system is along the northside of the building at ground level. The proposed fences should screen adjoining properties from the mechanical systems.**

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 does not propose any additional exterior lighting other than the battery packs on the building for security purposes. The parking area for inventory would not be illuminated and the sign would not be illuminated. There 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. **One (1) twelve foot by twenty-five foot (12X25') concrete dumpster area is shown west of the eastern most building. This area would be inside a wooden fence. The refuse area would be moved, if the new building was constructed.**

RECOMMENDATION

Pending review by ZPAC and the Kendall County Regional Planning Commission, Staff recommends approval of the site plan subject to the following conditions:

1. The site shall be developed substantially in accordance with the attached site plan (Attachment 2) and landscaping plan (Attachment 3).
2. An eight foot (8') tall solid fence shall be added along the north, west, and south property lines in addition to the seven foot (7') tall iron looking fence depicted on the site plan (Attachment 2).
3. One (1) gate made of the same material and size of the eight foot (8') tall fence shall be placed along the entrance of the property at Conservation Drive.
4. The Kendall County Sheriff's Department and the Bristol-Kendall Fire Protection District shall be provided a passcode to at least one (1) of the gates.
5. The fencing and landscaping shall be installed by December 31, 2024. The Planning, Building and Zoning Department may grant an extension to this deadline.
6. Dead trees and scrub growth located within ten feet (10') of the southern and western property lines may be removed.
7. If additional lighting is proposed in the future, an amendment to the site plan will be required.
8. If the building addition shown on the site plan is constructed, an amendment to the site plan will be required.
9. The site shall be developed in accordance with all applicable federal, state, and local laws related to site development.

ATTACHMENTS

1. Application Materials
2. Site Plan
3. Landscaping Plan


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		
Vacant	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
	B-3	B-3
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MAP AMENDMENT (Rezone to _____)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input checked="" type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (____ Concept; ____ Preliminary; ____ Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
<input type="checkbox"/> AMENDMENT TO A SPECIAL USE (____ Major; ____ Minor)		
¹PRIMARY CONTACT		
Daniel J. Kramer	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
	[REDACTED]	[REDACTED]
PRIMARY CONTACT PHONE #		
[REDACTED]	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
²ENGINEER CONTACT		
John Tebrugge	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
	[REDACTED]	[REDACTED]
ENGINEER PHONE #		
[REDACTED]	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
[REDACTED]	[REDACTED]	[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 APPLICATION DATE.		
SIGNATURE OF APPLICANT		DATE
[REDACTED]		06/06/24

FEE PAID: \$ _____

CHECK #: _____

¹Primary Contact will receive all correspondence from County²Engineering Contact will receive all correspondence from the County's Engineering Consultants

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 $89^{\circ}34'04''$ West, 615.0 feet; thence North $24^{\circ}54'19''$ West, 1015.92 feet for the point of beginning; thence North $24^{\circ}54'19''$ West, 456.95 feet; thence North $66^{\circ}41'34''$ 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 $17^{\circ}08'59''$ 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 $65^{\circ}13'06''$ East from the point of beginning; thence South $65^{\circ}13'06''$ 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.

Tami pret

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

[Redacted Commitment Number]

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 EXTRACTIONAL 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:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent

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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

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ALTA Commitment for Title Insurance (08/01/2016)



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EXHIBIT "A"

Legal Description

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 5,344.41 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.

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ALTA Commitment for Title Insurance (08/01/2016)



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

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. [REDACTED]

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

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ALTA Commitment for Title Insurance (08/01/2016)



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO [REDACTED]

**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

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ALTA Commitment for Title Insurance (08/01/2018)



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. [REDACTED]

**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)

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ALTA Commitment for Title Insurance (08/01/2016)



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO [REDACTED]

**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

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. [REDACTED]

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.

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ALTA Commitment for Title Insurance (08/01/2016)

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. [REDACTED]

(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.

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ALTA Commitment for Title Insurance (08/01/2016)



Printed: 09.23.20 @ 11:57 AM

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant A+D
Address [Redacted]
City [Redacted] State [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
 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 STYRCZULA	[Redacted]	50%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
X [Redacted]

VERIFICATION
I, Jerry Styruczula, 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





Applicant: A&D Properties
Contact: Jerry Styrzula
Address: [REDACTED]

Project: 7789 IL Route 47 Site Plan
Address: 7789 IL Route 47, Yorkville

IDNR Project Number: 2411116
Date: 02/27/2024

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.

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'

- 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:

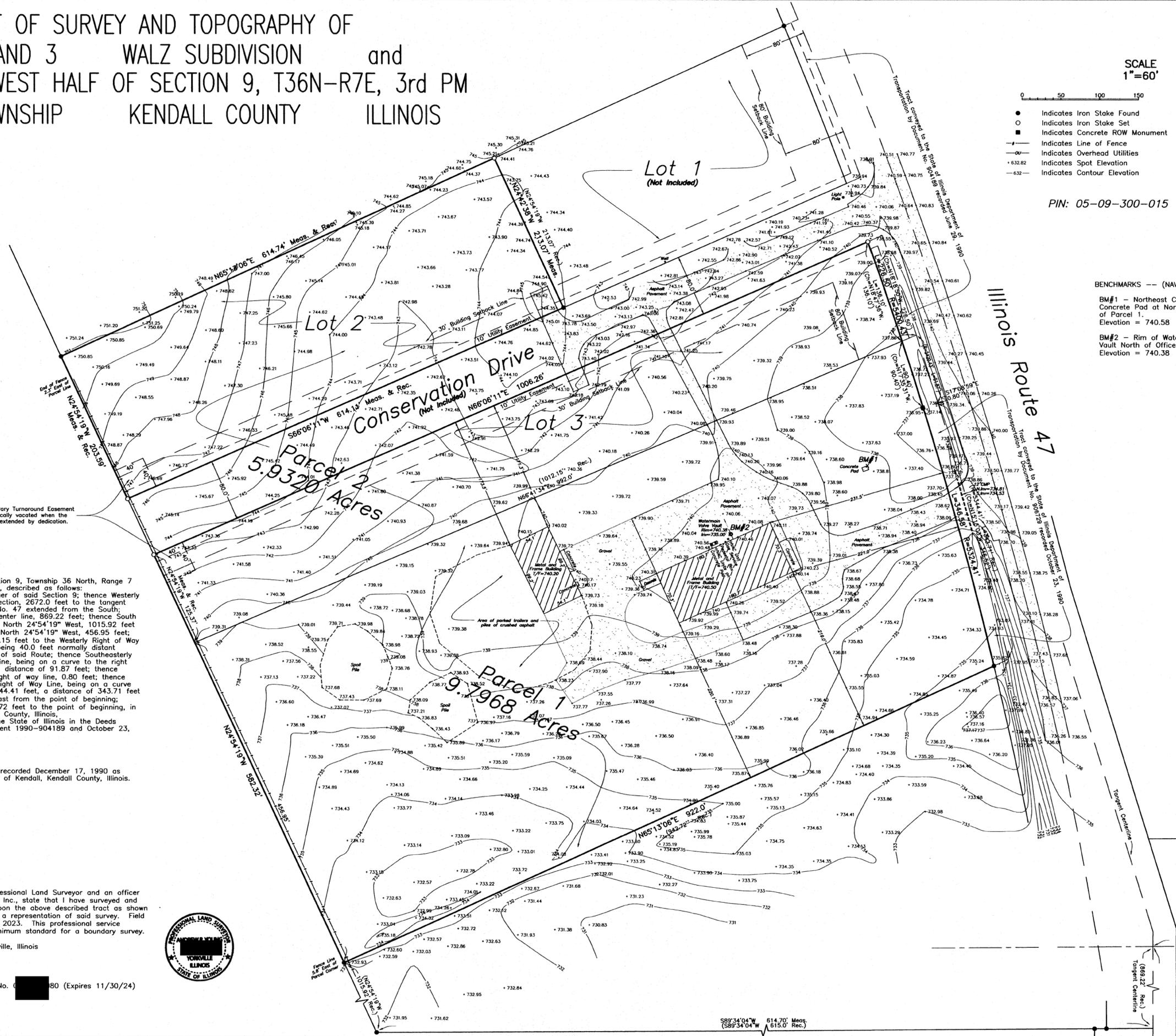
Lots 2 and 3 of Walz Subdivision, recorded December 17, 1990 as Document 907919, in the Township of Kendall, Kendall County, Illinois.

State of Illinois)
) SS
County of Kendall)

I, Andrew R. Young, an Illinois Professional Land Surveyor and an officer of Philip 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

Andrew R. Young
Illinois Professional Land Surveyor No. 00000000 (Expires 11/30/24)



1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

Philip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

03/18/2024
Rkt. 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

ENGINEERING PLANS FOR 7789 IL ROUTE 47 SITE PLAN

SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST

7789 US ROUTE 47
YORKVILLE, IL 60560
KENDALL COUNTY
JUNE, 2024

LEGEND

---	PROPERTY BOUNDARY
---	EXISTING CONTOUR LINE
---	EXISTING STORM SEWER
---	EXISTING SANITARY SEWER LINE
---	EXISTING WATERMAIN
---	EXISTING UNDERGROUND ELECTRIC
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING GAS SERVICE
---	EXISTING TELEPHONE
---	PROPOSED CONTOUR LINE
---	PROPOSED WATERMAIN
---	PROPOSED STORM SEWER
---	PROPOSED SANITARY SEWER LINE
---	PROPOSED GREASE SERVICE LINE
---	PROPOSED VENT LINE
---	EXISTING FENCELINE
---	PROPOSED SILT FENCE
x	EXISTING SPOT SHOT
x	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	
		CONCRETE	
x			
	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		



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.

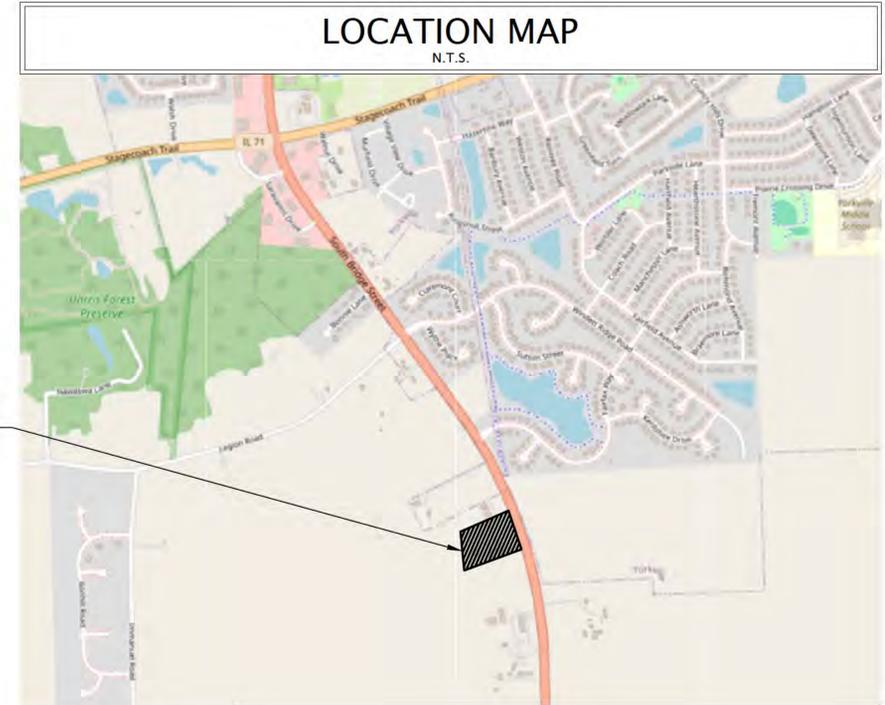
SURVEY COMPLETED BY:

Phillip D Young
& ASSOCIATES, INC.
LAND SURVEYING - TOPOGRAPHIC MAPPING
Lic. [REDACTED]

1107B SOUTH BRIDGE STREET, YORKVILLE, IL 60560
PHONE: 630 553 1580 EMAIL: PHILYOUNG@COMCAST.NET

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 PLANS
6. CIVIL SITE PLAN - NORTH
7. CIVIL SITE PLAN - SOUTH
8. GENERAL NOTES & DETAILS
9. GENERAL NOTES & DETAILS II



PROJECT LOCATION



BENCHMARKS:

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

PLANS PREPARED FOR:

A&D PROPERTIES, INC.
18126 N.W. FRONTAGE RD
SHOREWOOD, IL 60404
PHONE: (815) 609-0707
EMAIL: JERRY@TRANSPORTEQUIPMENTINC.COM

CIVIL ENGINEER:

TEBRUGGE ENGINEERING
410 E CHURCH ST - SUITE A
SANDWICH, ILLINOIS 60548
(815) 786-0195

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM

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 JUNE, 2024.



[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.

NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES
3	6.26.24	KENDALL COUNTY PLANNING CHANGES

PIN: 05-09-300-015

TYPICAL SOIL PROTECTION CHART

Stabilization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A*	A	A	A*	A*	A				
Domestic Seeding	B	B	B								B	B
Temporary Seeding			C	C	C	C*	D*	D	D			
Sodding			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 - 130 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
- ** 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
TEMPORARY CONSTRUCTION EXITS												
TEMPORARY CONSTRUCTION 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												

- CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.
- TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

- 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.
- THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION. 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.
- 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 IP3 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 3" 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.
- PERMANENT EROSION CONTROL FABRIC (NORTH AMERICAN GEN SC150) 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.
- 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.
- STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.
- 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 FILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
- 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 #:

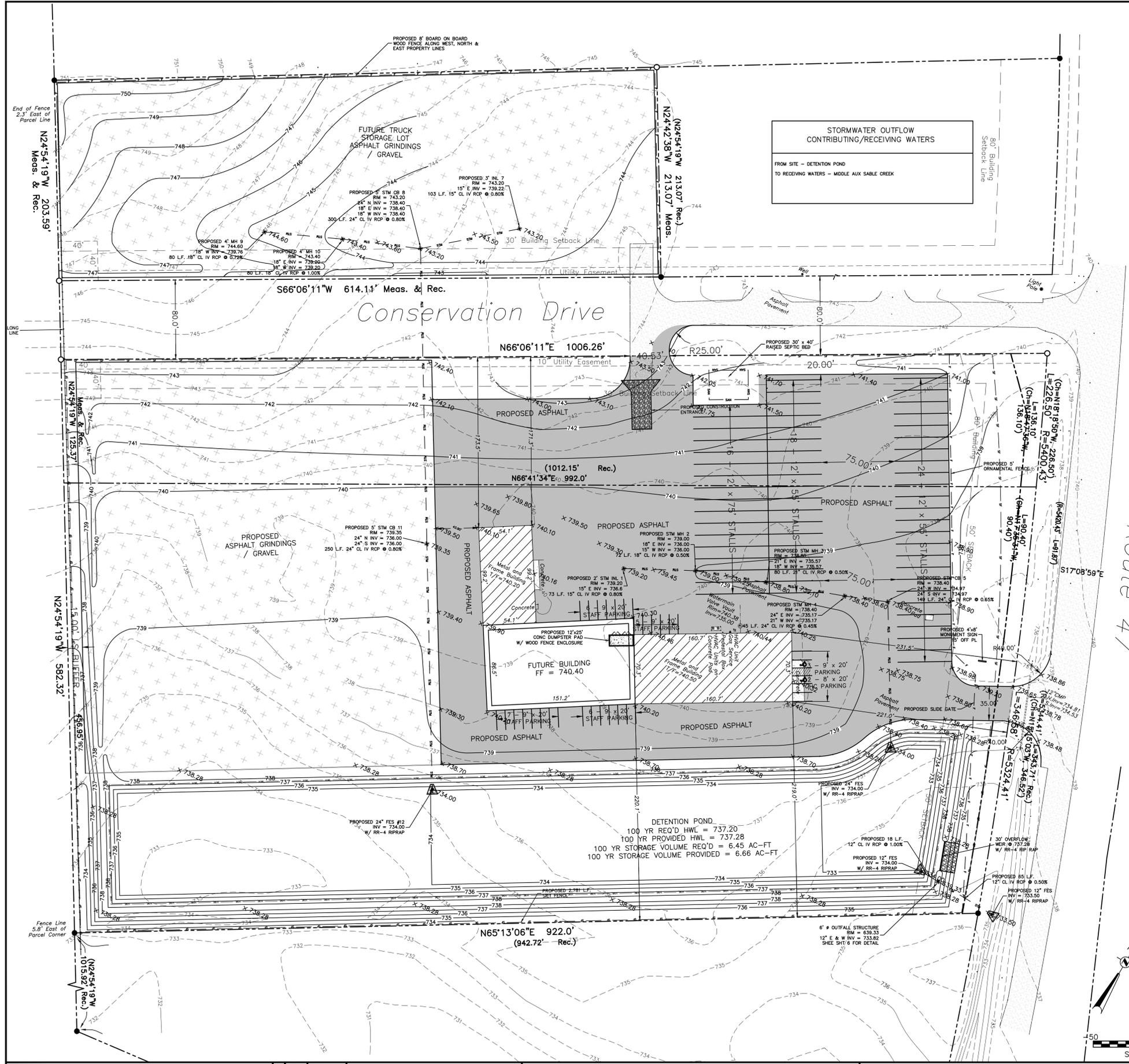
SIGNATURE _____ DATE _____

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)

ADD PROPERTIES, INC.
18126 N.W. FRONTAGE RD
SHOREWOOD, IL 60404
PHONE: (815) 609-0707
EMAIL: JERRY@TRANSPORT EQUIPMENT INC.COM

TOTAL SITE AREA	12.56 AC±
TOTAL DISTURBED AREA	10.62 AC±
PROPOSED IMPERVIOUS AREA	8.00 AC±
LANDSCAPED AREA	4.56 AC±
PROPOSED CN	82



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES
3	6.26.24	KENDALL COUNTY PLANNING CHANGES

PREPARED FOR:
A&D PROPERTIES, INC.
18126 N.W. FRONTAGE RD, SHOREWOOD, IL

7789 IL ROUTE 47 SITE PLAN
STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO.	23 557 01	SHEET NO.	3
SCALE:	1" = 50'		
DATE:	FEB 29, 2024		OF 9 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 indicated 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 V.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 Pollution 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 submission 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 East, Springfield, Illinois 62794-9276, Phone: (217) 782-0610. Kendall County Planning, Building & Zoning, 11 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 submission of the Notice of Termination (NOT).

D. CONTRACTOR/SUB-CONTRACTOR LIST
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 the 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 modifications 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 change of Contractor 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. 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-borne 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 Pollution 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 runoff 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-potty, 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 devices for paved areas as work progresses.
14. Complete grading and installation or permanent stabilization over all areas including outlots.
15. Civil 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 construction of detention pond, asphalt truck storage lot, asphalt grindings/gravel storage lot with finish grading and landscaping.
2. Total area of site = 12.56 acres
Total disturbed area = 10.62 acres
3. Estimated site runoff coefficient after construction activities are complete: CN=82.
4. Site map included indicating existing & proposed slopes across site is included in SWPPP.
5. Site drainage is received by Middle Axle Sable 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 temporary 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 hardscape at the 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 seeded 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'-22' 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 solids 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 dikes 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 1 acre per 100 feet of silt fence for slopes less than 2 percent.

b) Construction Exit - All access points from the public street into the construction site shall include a construction exit composed of coarse 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 tires attached to vehicle tires.

In addition to the stone at the construction exit, it may be necessary to install debris wash systems (cattle guard) to increase the vibration and jarring. It may also be necessary to install a wheel wash pipe. 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 grates 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 solids 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, forested, 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 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. This includes, but is not limited to, fuel, oil, and other 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 emergency 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 drainages; routine exterior building washdown which does not use detergents; pavement washdown 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 diked areas prepared to prevent contact between the concrete 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 ensuring 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 sacked cement or mortar materials, and equipment shall be located within the area identified. Runoff control, such as silt fence, straw wattles, 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. Reciprocates 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 by the capacity 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 storage, fire extinguishes, etc. Hoses, valves, fittings, gauges, filter 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.

8. 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).

9. Hazardous Material Management and Spill Reporting Plan
Any hazardous or potentially hazardous material that is brought 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 720.410 requires notification of IEMA (1-800-782-7860). Reportable chemical spill quantities are those listed for hazardous substances under Superfund, or as extremely hazardous substances under the Superfund Reauthorization and Amendments Act of 1986 (SARA), the emergency planning statute which also establishes threshold planning quantities (22 Ill. Adm. 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 and/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 residue 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.

8. 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) of 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 erosion control controls. Materials removed to an off-site location shall be protected with appropriate controls and properly 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 minimum 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 treatment and 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 provide for both temporary stabilization and for permanent re-vegetation after all disturbances has ended.

4. 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 or exit. Exits shall be maintained or replaced as needed. Any sediment deposited on the roadway shall be swept as necessary throughout the day or at the end of every workday 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 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 inspections reports must be complete and additional information shall be provided 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 is 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 V.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 use 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 V.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 necessitate the installation of 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 WASHOUT 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 INCIDENT OF NONCOMPLIANCE (ION).

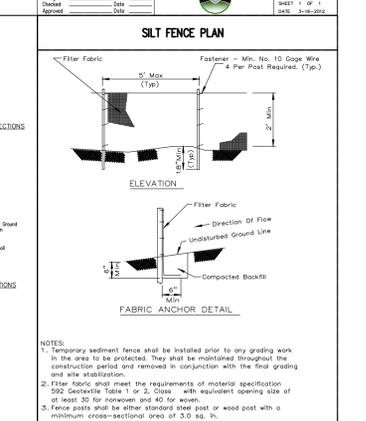
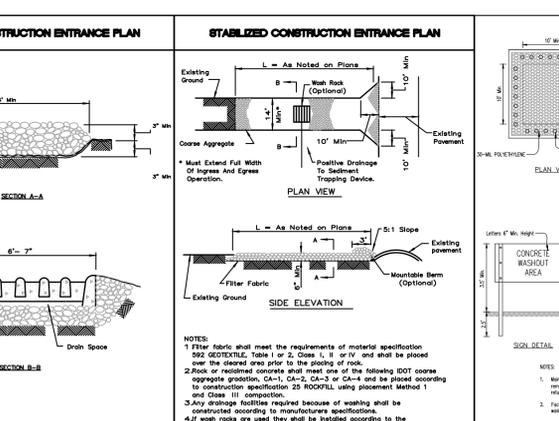
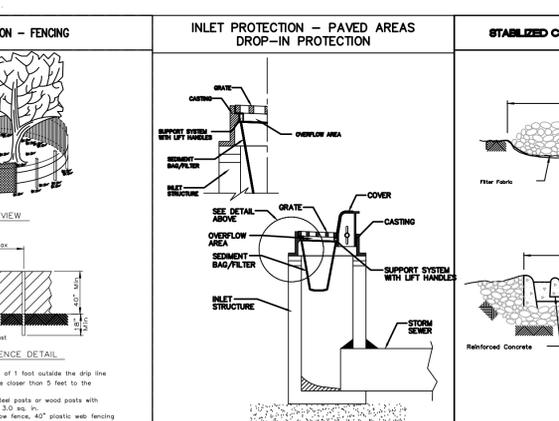
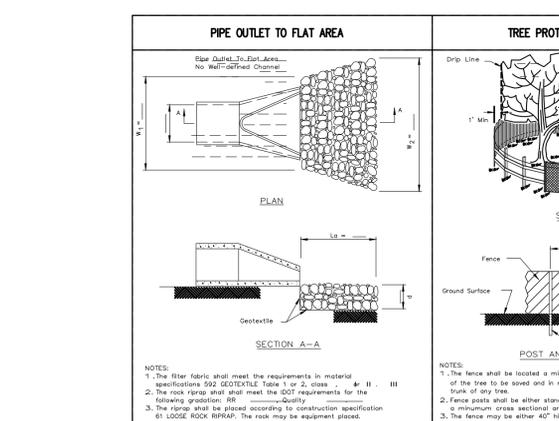


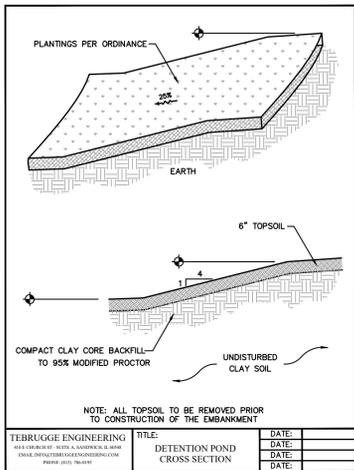
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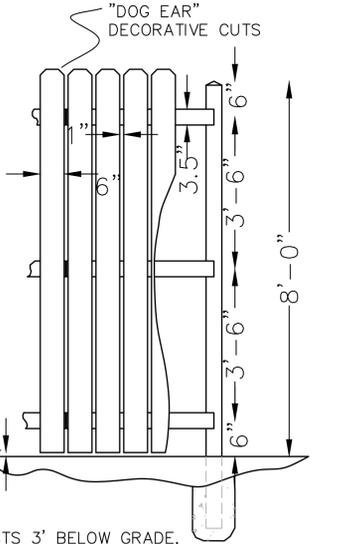
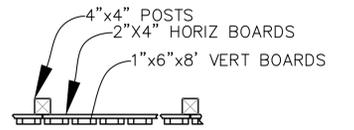
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TEBRUGGE ENGINEERING logo and contact information. PREPARED FOR: A&D PROPERTIES, INC. 18126 N.W. FRONTAGE RD, SHOREWOOD, IL 60165. PROJECT NO. 23 537 01. SCALE: NTS. DATE: FEB 29, 2024. SHEET NO. 4 OF 9 SHEETS.



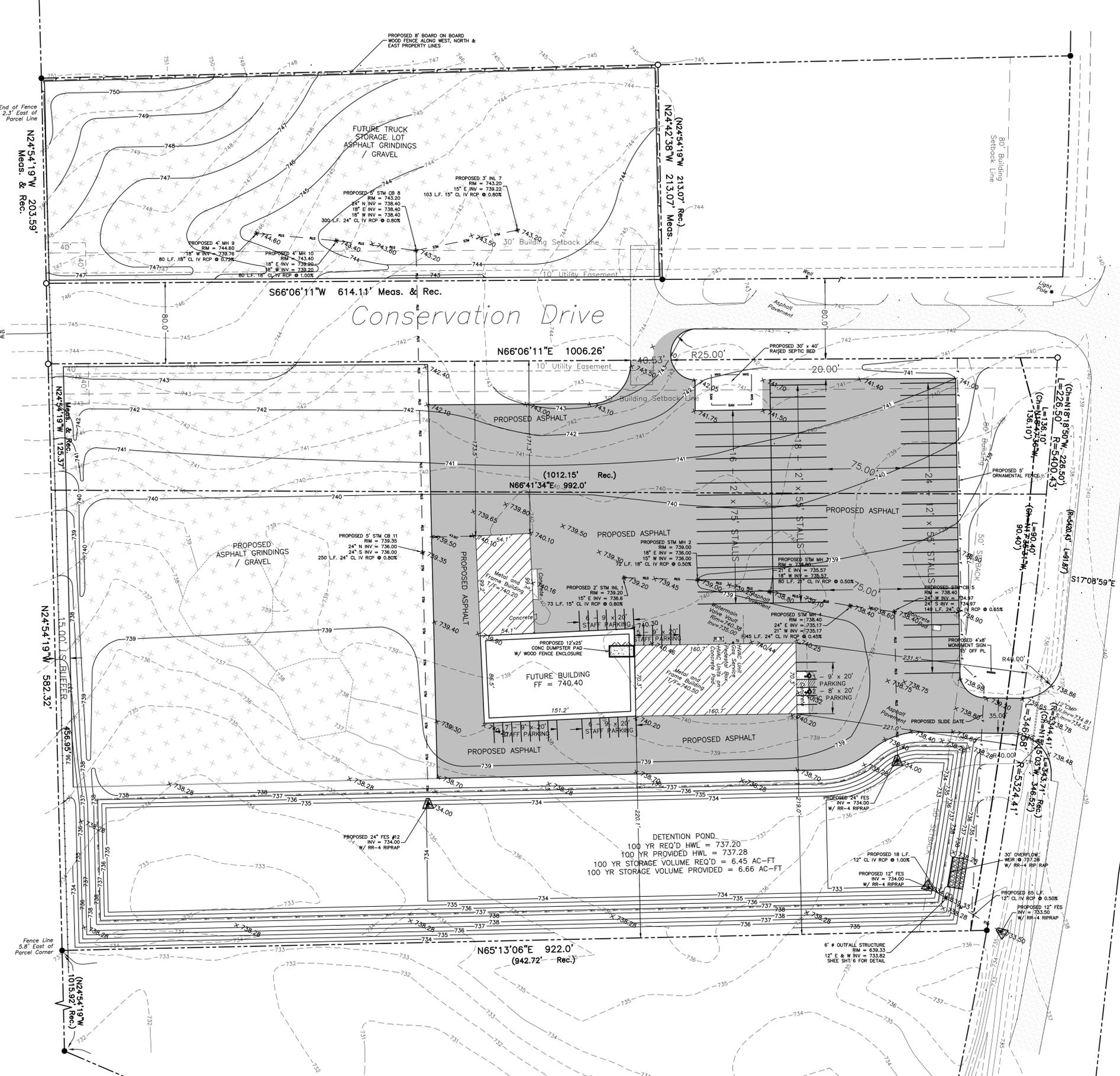
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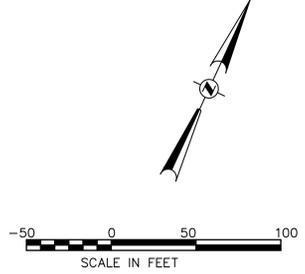
POSTS 3' BELOW GRADE,
3/6" BELOW RAISED
SET IN CONCRETE

FENCING DETAIL

NOTES:
1. ALL STORM FRAME & GRATES SHALL BE NEENAH R-1712 WITH A TYPE C GRATE.



Illinois Route 47



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
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NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES
3	6.26.24	KENDALL COUNTY PLANNING CHANGES

PREPARED FOR:
A&D PROPERTIES, INC.
18126 N.W. FRONTAGE RD, SHOREWOOD, IL

7789 IL ROUTE 47 SITE PLAN
OVERALL CIVIL SITE PLAN

PROJECT NO.	23 557 01	SHEET NO.	5
SCALE:	1" = 50'		
DATE:	FEB 29, 2024		

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 URBAN AREAS" 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 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 ON-SITE 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 INJURE 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 NOTED 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 WATERMANS IS 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 NEEAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEEAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEEAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEEAH 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 WATERMANS 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 TO 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, WATERMAN 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.

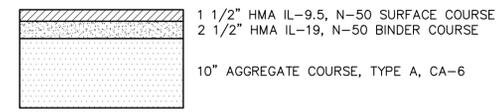
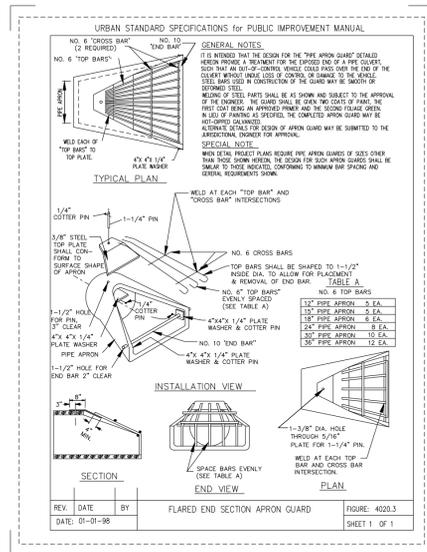
EARTHWORK

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 AND 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 GRADIED 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 COMPACTED THICKNESS EXCEEDS 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.

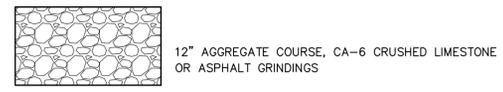
PAVING & WALKS

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 COURSE 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.

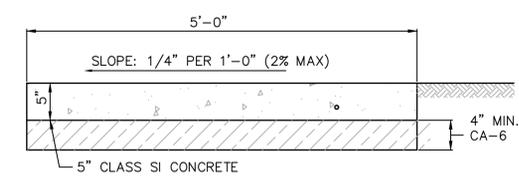
ALL DISTURBED AREAS SHALL BE SEEDED WITH IDOT CLASS 1A SEEDMIX



TYPICAL PAVEMENT DETAIL

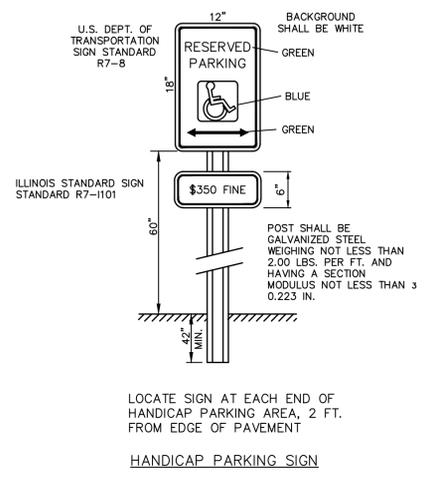


GRAVEL STORAGE LOT DETAIL
N.T.S.

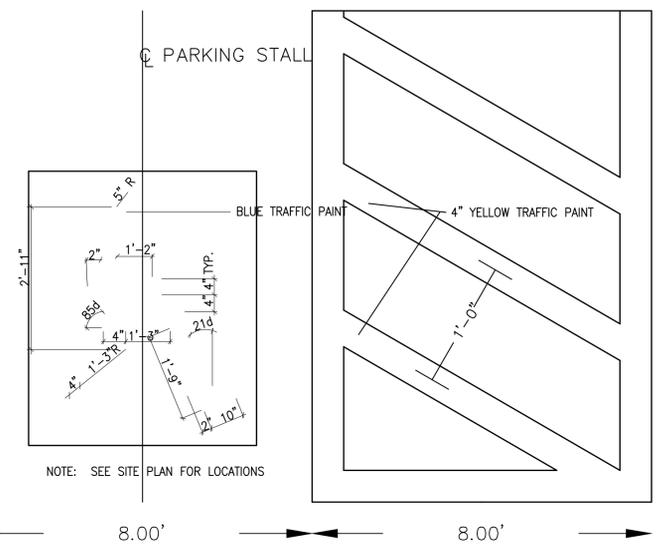


SIDEWALK
N.T.S.

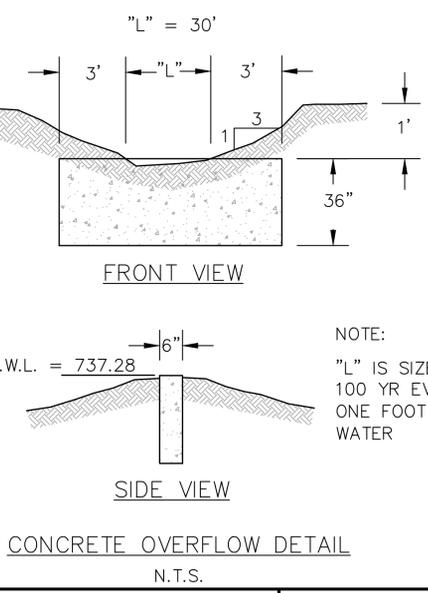
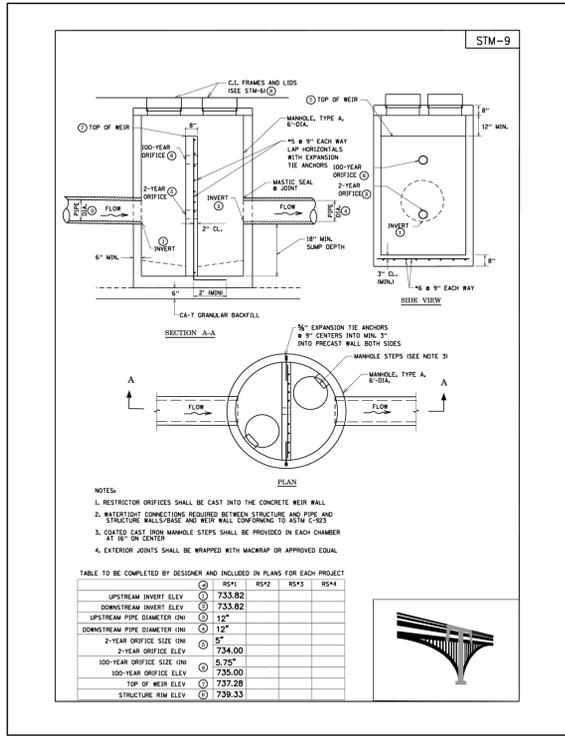
- NOTES:
1. INSTALL TOOL JOINTS EVERY 5' CONCRETE TO BE 6" THICK AT DRIVEWAYS.
 2. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.



HANDICAP PARKING SIGN



HANDICAPPED PARKING DETAIL
N.T.S.



CONCRETE OVERFLOW DETAIL
N.T.S.

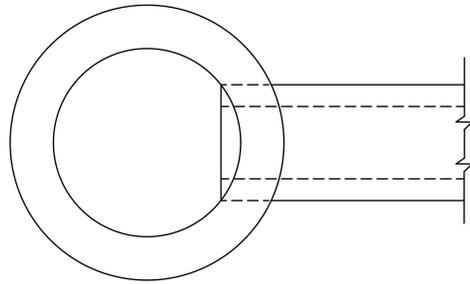
TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES
3	6.26.24	KENDALL COUNTY PLANNING CHANGES

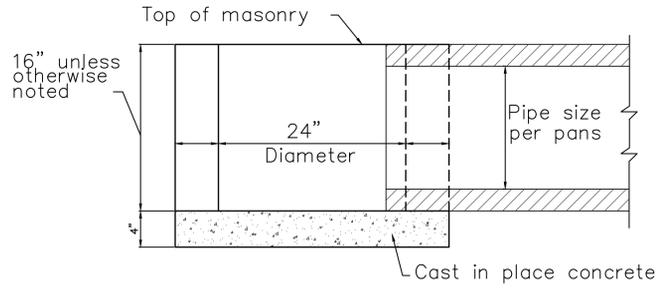
PREPARED FOR:
A&D PROPERTIES, INC.
18126 N.W. FRONTAGE RD, SHOREWOOD, IL

7789 IL ROUTE 47 SITE PLAN
GENERAL NOTES & DETAILS

PROJECT NO.	23 557 01	SHEET NO.	8
SCALE:	NTS		
DATE:	FEB 29, 2024		OF 9 SHEETS



PLAN



SECTION A-A

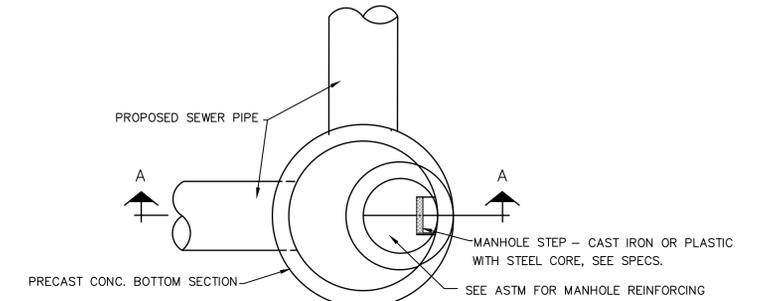
TYPE A INLET
N.T.S.

16" unless otherwise noted

24" Diameter

Pipe size per pans

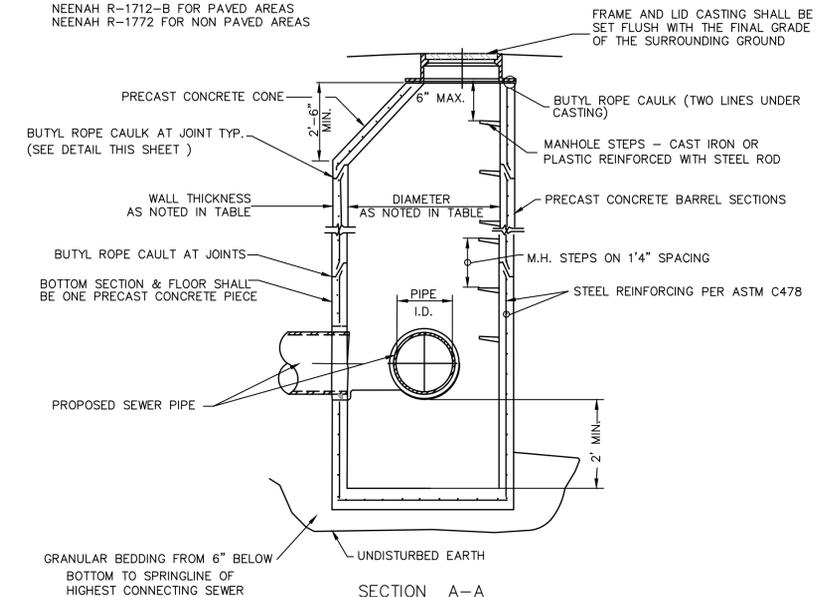
Cast in place concrete



PLAN

RECOMMENDED FRAME & GRATES OR EQUAL:
NEENAH R-3015 FOR CURB
NEENAH R-1712-B FOR PAVED AREAS
NEENAH R-1772 FOR NON PAVED AREAS

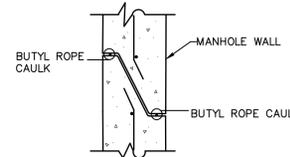
FRAME AND LID CASTING SHALL BE SET FLUSH WITH THE FINAL GRADE OF THE SURROUNDING GROUND



SECTION A-A

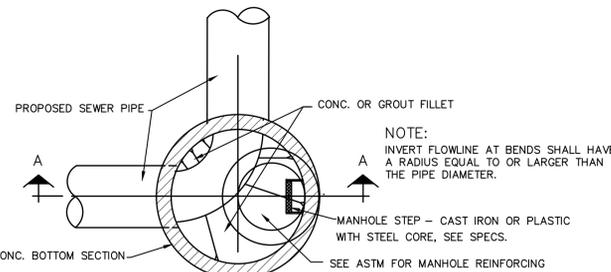
CATCHBASIN DETAIL
N.T.S.

MANHOLE TYPE	INSIDE DIA.	MIN. WALL THICKNESS
A-4	4'-0"	5"
A-5	5'-0"	6"
A-6	6'-0"	7"



MANHOLE WALL JOINT
N.T.S.

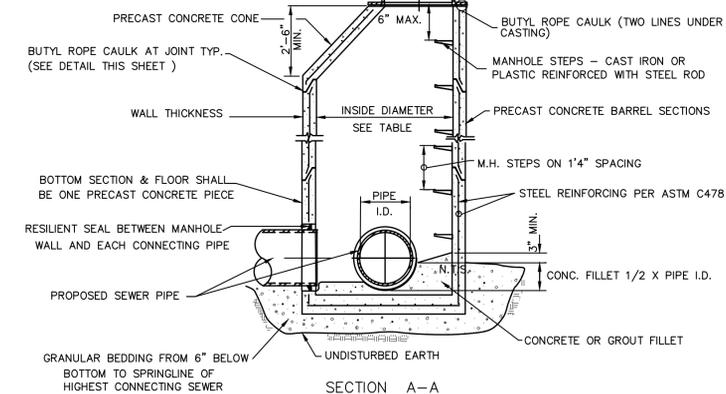
DETENTION POND SHALL HAVE 6" OF PULVERIZED TOPSOIL AND INSTALL DRY MESIC PRAIRIE MIX & EROSION CONTROL BLANKET UP TO THE HIGH WATER LINE



MANHOLE TYPE "A"
N.T.S.

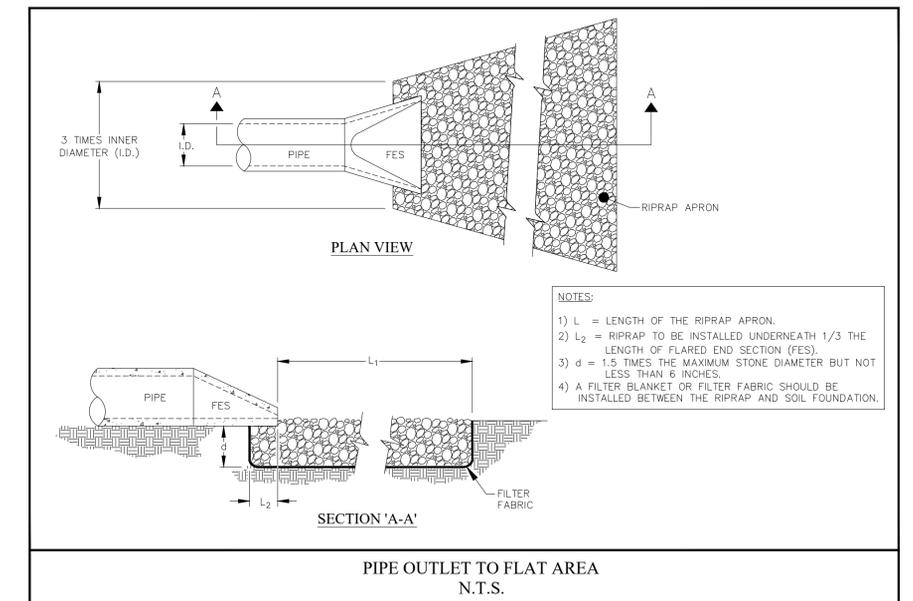
NOTE:

ADDITIONAL REQUIREMENTS FOR CONCRETE MANHOLE CASTINGS, AND RESILIENT SEAL AROUND PIPE IN THE SPECIFICATIONS. FOR CONNECTING EXISTING SEWERS TO PROPOSED MANHOLES, SEE SPECIFICATIONS.



SECTION A-A

MANHOLE TYPE "A"
N.T.S.



PLAN VIEW

SECTION 'A-A'

- NOTES:
- 1) L = LENGTH OF THE RIPRAP APRON.
 - 2) L₂ = RIPRAP TO BE INSTALLED UNDERNEATH 1/3 THE LENGTH OF FLARED END SECTION (FES).
 - 3) d = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6 INCHES.
 - 4) A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.

NATIVE ECOSYSTEMS	
MESIC TO DRY PRAIRIE WITH FLOWERS MIXTURE	
Temporary Cover	lbs. per acre
Avena sativa (seed oats)	32.0
Lolium multiflorum (annual ryegrass)	10.0
Perennials - Grasses	
Andropogon gerardii (big bluestem)	1.5
Andropogon scoparius (little bluestem)	3.0
Bouteloua curtipendula (side oats grama)	2.0
Panicum virgatum (quince switch grass)	0.125
Setochloa nutans (indian grass)	1.25
Sporobolus heterolepis (prairie dropseed)	0.125
Perennials - Forbs	
Ammannia caryocarpus (sand plant)	0.125
Aster spiro-sagittae (saw England aster)	0.063
Aster aureus (sky-blue aster)	0.063
Astilbe spicata (common milkweed)	0.063
Baptisia leucantha (white wild indigo)	0.063
Carex bicknelli (prairie sedge)	0.063
Carex crinita (fringed sedge)	0.063
Carex annectens (yellow fruited sedge)	0.063
Chamaecrista fasciculata (partridge pea)	0.125
Echinacea purpurea (purple coneflower)	0.6
Eryngium yuccifolium (rattlesnake master)	0.063
Hidropis helianthoides (tear thistle)	0.125
Lespedeza capitata (roundseed bush clover)	0.125
Liatris aspera (rough blazing star)	0.125
Liatris pycnostachya (prairie blazing star)	0.125
Moradia fistulosa (wild bergamot)	0.125
Parthenium integrifolium (wild quinine)	0.125
Tridaxasium purpurascens (purple prairie clover)	0.063
Rudbeckia hirta (black-eyed susan)	0.310
Rudbeckia hirta (black-eyed susan)	0.6
Rudbeckia subtomentosa (over black-eyed susan)	0.125
Silphium trifoliatum (roastweed)	0.188
Silphium laciniatum (compass plant)	0.063
Silphium terebinthaceum (prairie dock)	0.063
Solidago rigida (stiff goldenrod)	0.063
Solidago ulmifera (stiff goldenrod)	0.063
Verbesina stricta (hoary vervain)	0.063
Yernonia fasciculata (roastweed)	0.188
Annual & short-lived perennial flowers (optional)	3.0
MIXTURE TOTAL	56.8 lbs.

Note: Due to ingredients product availability, substitution maybe necessary. Please keep in mind we will use equivalent to or better than cultivars.

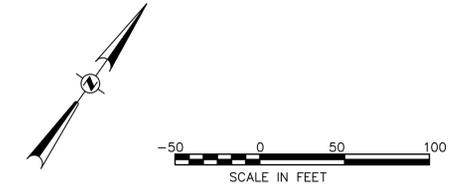
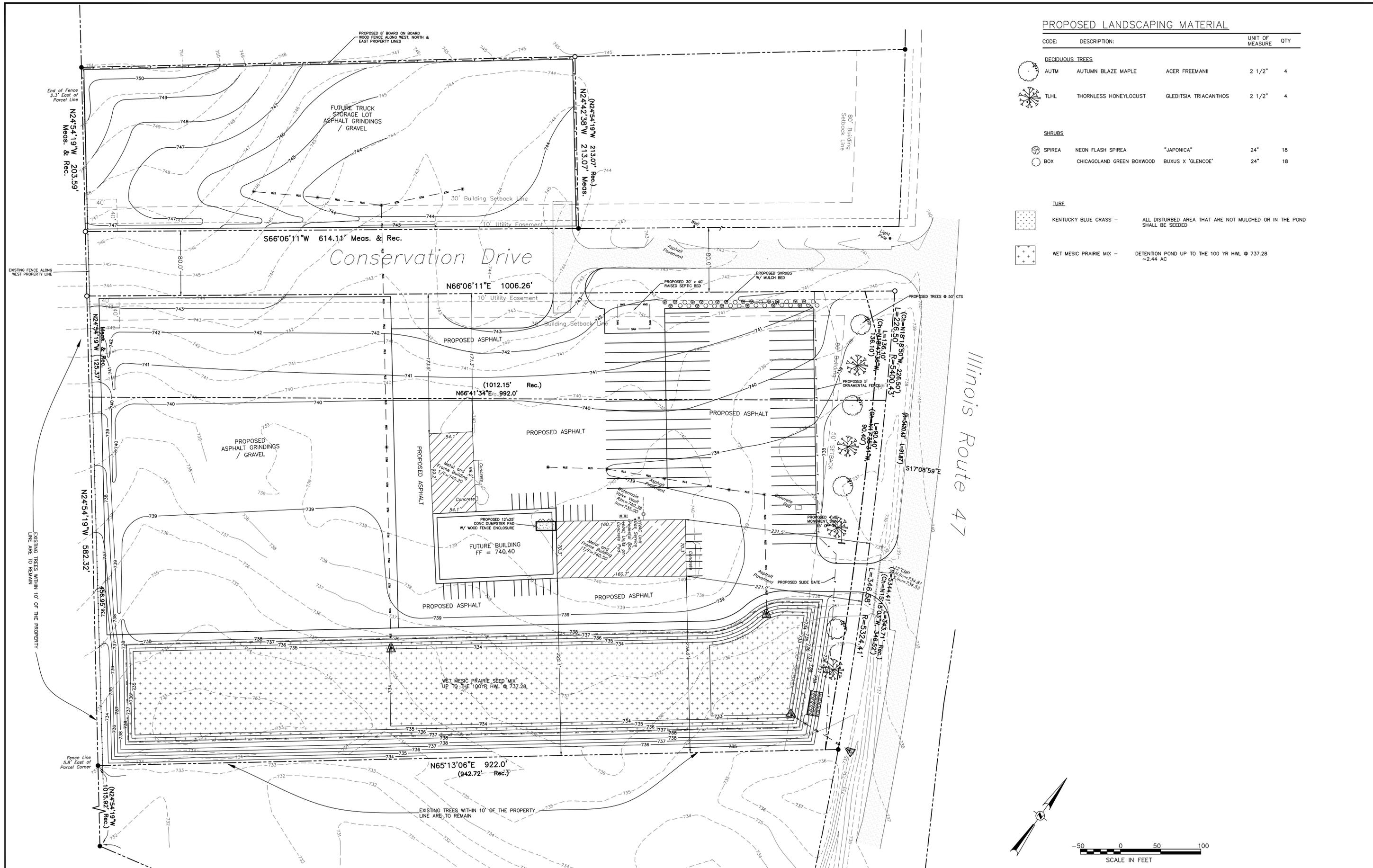
MARTENSON TURF PRODUCTS, INC. 800-833-2290

NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES
3	6.26.24	KENDALL COUNTY PLANNING CHANGES

PROPOSED LANDSCAPING MATERIAL

CODE:	DESCRIPTION:	UNIT OF MEASURE	QTY
DECIDUOUS TREES			
AUTM	AUTUMN BLAZE MAPLE ACER FREEMANII	2 1/2"	4
TLHL	THORNLESS HONEYLOCUST GLEDITSIA TRIACANTHOS	2 1/2"	4
SHRUBS			
SPIREA	NEON FLASH SPIREA "JAPONICA"	24"	18
BOX	CHICAGOLAND GREEN BOXWOOD BUXUS X 'GLENCOE'	24"	18

TURF	
KENTUCKY BLUE GRASS	ALL DISTURBED AREA THAT ARE NOT MULCHED OR IN THE POND SHALL BE SEEDED
WET MESIC PRAIRIE MIX	DETENTION POND UP TO THE 100 YR HWL @ 737.28 ~2.44 AC



NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES

LANDSCAPE NOTES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. PROVIDE TURF, TREES, SHRUBS, AND GROUND COVER AS SHOWN AND SPECIFIED. THE WORK INCLUDES:
 1. SOIL PREPARATION
 2. FERTILIZATION
 3. SEEDING
 4. TREES, SHRUBS, AND GROUND COVERS
 5. MULCH AND PLANT ACCESSORIES
 6. MAINTENANCE AND GUARANTEE
 7. CLEANING UP WORK AREAS

1.02 QUALITY ASSURANCE

- A. COMPLY WITH APPLICABLE LOCAL REGULATIONS.
- B. SOD: COMPLY WITH AMERICAN SOD PRODUCERS ASSOCIATION (ASPA) CLASSES OF SOD MATERIAL.
- C. PLANT NAMES INDICATED COMPLY WITH "STANDARD PLANT NAMES" AS ADOPTED BY THE LATEST EDITION OF THE AMERICAN JOINT COMMITTEE OF HORTICULTURAL NOMENCLATURE, NAMES OF VARIETIES NOT LISTED CONFORM GENERALLY WITH NAMES ACCEPTED BY THE NURSERY TRADE. PROVIDE STOCK TRUE TO BOTANICAL NAME AND LEGALLY TAGGED.
- D. COMPLY WITH SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK". A PLANT SHALL BE DIMENSIONED AS IT STANDS IN ITS NATURAL POSITION.
- E. ALL PLANTS SHALL BE NURSERY GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR A MINIMUM OF 2 YEARS.

1.03 SUBMITTALS

- A. SEED: SUBMIT SEED VENDOR'S CERTIFICATION FOR REQUIRED GRASS SEED MIXTURE, INDICATING PERCENTAGE BY WEIGHT, AND PERCENTAGES OF PURITY, GERMINATION, AND WEED SEED FOR EACH GRASS SPECIES.
- B. SOD: SUBMIT SOD GROWER'S CERTIFICATION OF GRASS SPECIES. IDENTIFY SOURCE.
- C. MULCH
- D. STRAW BLANKET

1.04 DELIVERY, STORAGE, AND HANDLING

- A. SEED: DELIVER SEED AND FERTILIZER MATERIALS IN ORIGINAL UNOPENED CONTAINERS, SHOWING WEIGHT, ANALYSIS, AND NAME OF MANUFACTURER. STORE IN MANNER TO PREVENT WETTING AND DETERIORATION.
- B. SOD: DELIVER AND INSTALL SOD CUT WITHIN 48-HOUR PERIOD.
- C. DELIVER FERTILIZER MATERIALS IN ORIGINAL, UNOPENED, AND UNDAMAGED CONTAINERS SHOWING WEIGHT, ANALYSIS, AND NAME OF MANUFACTURER. STORE IN MANNER TO PREVENT WETTING AND DETERIORATION.
- D. TAKE ALL PRECAUTIONS CUSTOMARY IN GOOD TRADE PRACTICE IN PREPARING PLANTS FOR MOVING. WORKMANSHIP THAT FALLS TO MEET THE HIGHEST STANDARDS WILL BE REJECTED. DIG, PACK, TRANSPORT, AND HANDLE PLANTS WITH CARE TO ENSURE PROTECTION AGAINST INJURY. INSPECTION CERTIFICATES REQUIRED BY LAW SHALL ACCOMPANY EACH SHIPMENT INVOICE OR ORDER TO STOCK AND ON ARRIVAL: THE CERTIFICATE SHALL BE FILLED WITH THE LANDSCAPE ARCHITECT. PROTECT ALL PLANTS FROM DYING OUT. IF PLANTS CANNOT BE PLANTED IMMEDIATELY UPON DELIVERY, PROPERLY PROTECT THEM WITH SOIL, OR MULCH. WATER HELED-IN PLANTINGS REGULARLY.
- E. COVER PLANTS TRANSPORTED ON OPEN VEHICLES WITH A PROTECTIVE COVERING TO PREVENT WINDBURN, WHEN IN LEAF.

1.05 PROJECT CONDITIONS

- A. CONFIRM THAT THE QUALITY AND DEPTH OF TOPSOIL IS SATISFACTORY PRIOR TO BEGINNING FINE GRADING.
- B. FINE GRADING MUST BE APPROVED BY OWNER PRIOR TO START OF SEEDING OR SODDING.
- C. PERFORM GRASSING WORK ONLY AFTER PLANTING AND OTHER WORK AFFECTING GROUND SURFACE HAS BEEN COMPLETED.
- D. INSTALL SEED UNDER FAVORABLE WEATHER CONDITIONS UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE. THE GENERALLY ACCEPTED TIMES FOR SEEDING ARE:

SPRING - APRIL 1ST TO MAY 31ST
FALL - AUGUST 15TH TO SEPTEMBER 30TH

1.06 GUARANTEE

- A. GUARANTEE ALL WORK FOR ONE YEAR FOLLOWING THE DATE OF INSTALLATION.
- B. AT THE END OF THE GUARANTEE PERIOD, RESEED AND RESOD AREAS WITH SPECIFIED MATERIALS, WHICH FAIL TO PROVIDE A UNIFORM STAND OF GRASS.
- C. REPLACE, IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, ALL PLANTS THAT ARE DEAD OR, AS DETERMINED BY THE LANDSCAPE ARCHITECT, ARE IN AN UNHEALTHY OR UNSIGHTLY CONDITION.
- D. GUARANTEE SHALL NOT INCLUDE DAMAGE OR LOSS OF TREES, PLANTS, GROUND COVERS, OR TURF CAUSED BY FIRES, FLOODS, FREEZING RAINS, LIGHTNING STORMS, OR WINDS OVER 75 MILES PER HOUR, WINTER KILL CAUSED BY EXTREME COLD AND SEVERE WINTER CONDITIONS NOT TYPICAL OF PLANTING AREA; OR ACT OF VANDALISM.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. SEED/SOD FERTILIZER:
 1. GRANULAR, 10-10-10. ALL PURPOSE AT A RATE OF 1LBS N-P-K PER 1,000 S.F.
- B. PLANT FERTILIZER:
 1. PROVIDE A GRANULAR COMMERCIAL FERTILIZER WITH AN ANALYSIS OF 10-10-10.
- C. SEED:
 1. LAWN SEED: FRESH, CLEAN SEED FROM MOST RECENTLY HARVESTED CROP WHICH COMPLIES WITH ALL LOCAL, STATE, AND FEDERAL SEED AND WEED LAWS IS FREE FROM POA ANNUAL, BENT GRASS AND NOXIOUS WEEDS.
 2. BLEND: PERCENT BY WEIGHT:

FIELD OF DREAMS RESEEDER MIX, (AS AVAILABLE FROM NATURAL SEED, DOWNERS GROVE, IL)

- 2 - NAMED KENTUCKY BLUE GRASSES 50%
- 2 - NAMED TURF TYPE PERENNIAL GRASSES 50%

- 3. BOTTOM OF STORM WATER MANAGEMENT BASINS TO BE OVER SEEDED WITH RED TOP SEED AT A RATE OF 50 LBS PER ACRE. PLANTS: PROVIDE PLANTS TYPICAL OF THEIR SPECIES OR VARIETY WITH NORMAL, DENSELY DEVELOPED BRANCHES AND VIGOROUS, FIBROUS ROOT SYSTEMS. PROVIDE ONLY SOUND, HEALTHY PLANTS FREE FROM DEFECTS, SUN SCALD INJURIES, FROST CRACKS, ABRASIONS OF THE BARK, PLANT DISEASE, INSECT EGGS, BORERS, AND ALL FORMS OF INFESTATION. ALL PLANTS SHALL HAVE A FULL DEVELOPMENT FORM.
 1. DIG BALLED AND BURLAPPED PLANTS WITH FIRM, NATURAL BALLS OR EARTH. PROVIDE BALL SIZES COMPLYING WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK".
 2. PROVIDE SHADE AND EVERGREEN TREE SPECIES WITH A SINGLE MAIN TRUNK UNLESS OTHERWISE SPECIFIED OR ACCEPTED.
 3. PROVIDE PLANTS MATCHED IN FORM WHEN ARRANGED IN GROUPS.
 4. PROVIDE EVERGREEN TREES BRANCHED TO THE GROUND UNLESS OTHERWISE SPECIFIED OR ACCEPTED.
 5. PROVIDE SHRUBS AND SMALL PLANTS MEETING THE REQUIREMENTS FOR SPREAD AND HEIGHT INDICATED IN THE PLANT LIST.
 - 5.a. THE MEASUREMENTS FOR HEIGHT SHALL BE TAKEN FROM THE GROUND LEVEL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT AND NOT THE LONGEST BRANCH.

PART 3 - EXECUTION

3.01 INSPECTION

- A. EXAMINE FINISH SURFACE GRADES, TOPSOIL QUALITY, DEPTH, AND CONDITIONS OF INSTALLATIONS.

3.02 PREPARATION

- A. LOOSEN TOPSOIL OF LAWN AREAS TO MINIMUM DEPTH OF 2". REMOVE STONES OVER 1" IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND EXTRANEOUS MATTER.
- B. GRADE LAWN AREAS TO SMOOTH, FREE DRAINING AND EVEN SURFACE WITH A LOOSE, UNFORMALLY FINE TEXTURE. MECHANICALLY OR MANUALLY RAKE; REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.
- C. RESTORE PREPARED AREAS TO SPECIFIED CONDITION IF ERODED, SETTLED, OR OTHERWISE DISTURBED AFTER FINE GRADING AND PRIOR TO SEEDING OR SODDING.
- D. TIME OF PLANTING:
 1. EVERGREEN MATERIAL; PLANT EVERGREEN MATERIALS BETWEEN SEPTEMBER 2ND AND NOVEMBER 1ST OR IN SPRING BEFORE NEW GROWTH BEGINS
 2. DECIDUOUS MATERIAL; PLANT DECIDUOUS MATERIALS IN A DORMANT CONDITION OR PRE-DIG AND HEAL UNTIL SITE IS READY.
- E. LOCATE PLANTS AS INDICATED AND APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT.
- F. ROTOTILL ALL GROUND COVER BEDS.
- G. PROVIDE SHRUB PITS AT LEAST 8" GREATER THAN THE DIAMETER OF THE ROOT SYSTEM AND 12" GREATER FOR TREES.

3.03 SEED INSTALLATION

- A. TURF AREAS:
 1. SEED IMMEDIATELY AFTER PREPARATION OF BED.
 2. PERFORM SEEDING OPERATIONS WHEN THE SOIL IS DRY AND WHEN WINDS DO NOT EXCEED 20 MILES PER HOUR VELOCITY.
 3. SOW SEED AT 300 LBS. PER ACRE.
 - 3.a. CONVENTIONAL SEEDING:
 - 3.a.1. APPLY SEED WITH A ROTARY OR DROP TYPE DISTRIBUTOR. SEED EVENLY.
 - 3.a.2. AFTER SEEDING, RAKE SOIL SURFACE LIGHTLY TO INCORPORATE SEED.
 - 3.b. WITHIN 24 HOURS, PLACE STRAW BLANKET OVER ALL SEEDED AREAS. PLACE BLANKET PERPENDICULAR TO CONTOUR LINES AND FASTEN IN PLACE PER MANUFACTURER'S RECOMMENDATIONS.

3.04 PLANT INSTALLATION

- A. TREES AND SHRUBS:
 1. SET PLANT MATERIAL IN THE PLANTING PIT TO PROPER GRADE AND ALIGNMENT. DO NOT FILL AROUND TRUNKS OR STEMS.
 2. AFTER BALLED OR BURLAPPED PLANTS ARE SET, FILL ALL VOIDS.
 3. MIX APPROVED COMMERCIAL FERTILIZER AT 10 LBS. PER CUBIC YARD OF BACKFILL.
- B. GROUND COVERS:
 1. WHERE GROUND COVERS ARE SPECIFIED ON THE PLANS, ROTOTILL ENTIRE PLANT BED TO 6" DEPTH USING AMENDED TOPSOIL. INCORPORATE COMMERCIAL 10-10-10 FERTILIZER INTO PREPARED SOIL MIXTURE AT AN APPROPRIATE RATE OF 1 LB. PER SQUARE YARD.
- C. MULCHING:
 1. MULCH TREE AND SHRUB PLANTING PITS AND SHRUB BEDS WITH REQUIRED MULCHING MATERIAL 3" DEEP IMMEDIATELY AFTER PLANTING. THOROUGHLY WATER MULCHED AREAS. AFTER WATERING, RAKE MULCH TO PROVIDE A UNIFORM FINISHED SURFACE.
- D. WRAPPING:
 1. INSPECT TREES FOR INJURY TO TRUNKS, EVIDENCE OF INSECT INFESTATIONS, AND IMPROPER PRUNING BEFORE WRAPPING.
 2. WRAP TRUNKS OF ALL TREES SPIRALLY FROM BOTTOM TO TOP WITH SPECIFIED TREE WRAP AND SECURE IN PLACE. WRAPPING IS AT THE DISCRETION OF THE CONTRACTOR.

E. PRUNING:

- 1. PRUNE BRANCHES OF DECIDUOUS STOCK, AFTER PLANTING, TO PRESERVE THE NATURAL CHARACTER APPROPRIATE TO THE PARTICULAR PLANT REQUIREMENTS. IN GENERAL, REMOVE APPROXIMATELY 1/4 OF THE LEAF BEARING BUDS. REMOVE OR CUT BACK BROKEN, DAMAGED, AND UNSYMMETRICAL GROWTH OF NEW WOOD.
- 2. MULTIPLE LEADER PLANTS: PRESERVE THE LEADER WHICH WILL BEST PROMOTE THE SYMMETRY OF THE PLANT. CUT BRANCHES FLUSH WITH THE TRUNK OR MAIN BRANCH, AT DIAMETER OF THE SUPPORTING BRANCH. MAKE CUT ON AN ANGLE.
- 3. PRUNE EVERGREENS ONLY TO REMOVE BROKEN OR DAMAGED BRANCHES.

3.05 FINAL COMPLETION, INSPECTION, AND ACCEPTANCE

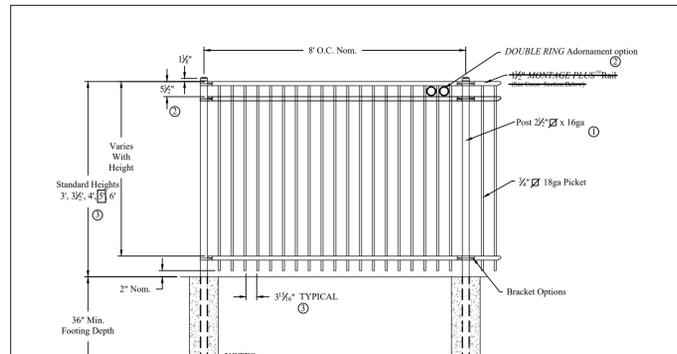
- A. UPON COMPLETION INSPECTION OF ALL WORK WILL BE MADE BY THE OWNER OR HIS REPRESENTATIVE. AT THAT TIME IF ALL WORK IS SATISFACTORY, THAT WILL CONSTITUTE FINAL ACCEPTANCE.
- B. SEEDED AREAS WILL BE INSPECTED AT COMPLETION OF THE INSTALLATION AND ACCEPTED SUBJECT TO COMPLIANCE WITH SPECIFIED MATERIALS AND INSTALLATION REQUIREMENTS.
 1. SEEDED AREAS WILL BE ACCEPTABLE PROVIDED ALL REQUIREMENTS, HAVE BEEN COMPLIED WITH.
 2. NO SEEDED AREAS SHALL HAVE BARE SPOTS OR UNACCEPTABLE COVER TOTALING MORE THAN 2% OF THE INDIVIDUAL AREAS, IN AREAS REQUESTED TO BE INSPECTED.
- C. INSPECTION OF ALL WORK SHALL BE MADE UPON REQUEST OF CONTRACTOR. AT THAT TIME, IF ALL WORK IS SATISFACTORY, THAT WILL CONSTITUTE FINAL ACCEPTANCE.
- D. PLANTS THAT HAVE DIED OR ARE IN UNHEALTHY OR BADLY IMPAIRED CONDITION UPON INSPECTION SHALL BE TREATED OR REPLACED AT NO ADDITIONAL COST TO OWNER.
- E. REPLACE REJECTED PLANTS IN THE SEASON THAT IS MOST FAVORABLE FOR RESETTING KINDS OF PLANTS REQUIRED.

3.06 CLEANING

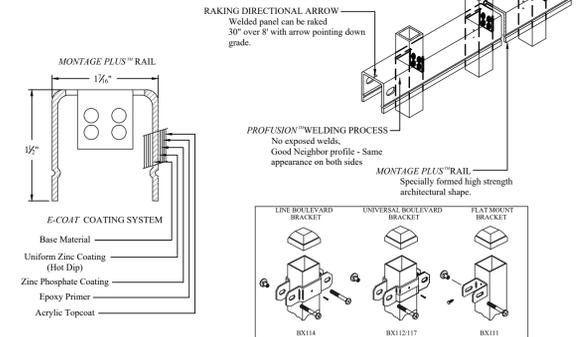
- A. PERFORM CLEANING DURING INSTALLATION OF THE WORK AND UPON COMPLETION OF THE WORK. REMOVE FROM SITES ALL EXCESS MATERIALS, SOIL, DEBRIS, AND EQUIPMENT.

4.01 MISC. NOTES

- A. ALL GRADES TO BE ESTABLISHED TO MEET ENGINEERING DRAWINGS BY OTHERS.
- B. BASIN BOTTOMS SEED, BLOW WITH STRAW MULCH AND CRIMP STRAW IN PLACE, AS NOTED ON PLANS.
- C. SEED AND INSTALL STRAW BLANKET ALL OTHER TURF AREAS.
- D. ALL DISTURBED AREAS THAT ARE NOT MULCHED SHALL BE SEED.



- 1) Post size depends on fence height and wind loads. See MONTAGE PLUS™ specifications for post sizing chart.
- 2) Third rail required for Double Rings.
- 3) Available in 3" air-space and/or Flush Bottom on most heights.



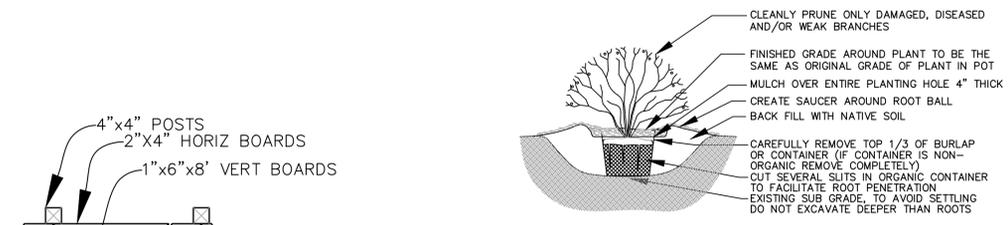
COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

MONTAGE PLUS MAJESTIC 2/3-RAIL

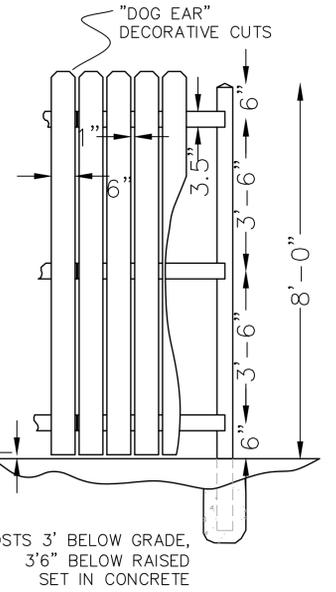
DR: NJB SH: 1of1 SCALE: DO NOT SCALE

CK: BS Date: 09/21/11 REV: e

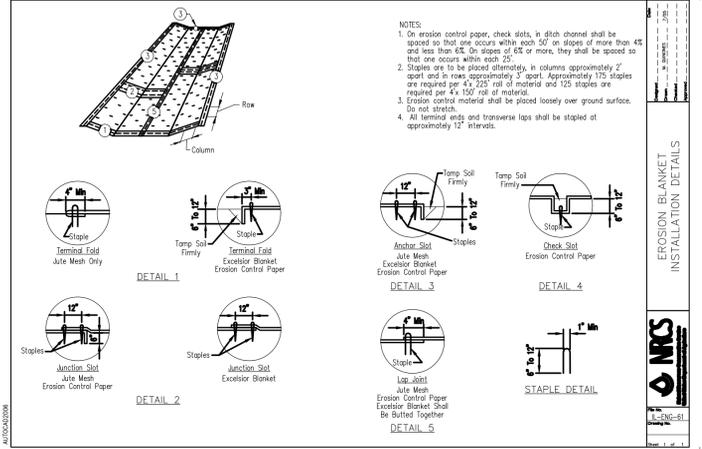
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



- NOTES:
1. WATER THOROUGHLY AFTER INSTALLATION.
 2. USE EXISTING SOIL AS BACK FILL. IF DIRECTED BY OWNER, AMEND WITH 1/3 COMPOST.
 3. ALL SHRUBS TO BE MULCH OVER ENTIRE PLANTING HOLE.



FENCING DETAIL



WET MESIC PRAIRIE MIXTURE	
Temporary Cover	lbs. per acre
<i>Avena sativa</i> (seed oats)	32.0
<i>Lolium multiflorum</i> (annual ryegrass)	10.0
Permanent Grasses	
<i>Andropogon gerardii</i> (big bluestem)	3.5
<i>Calamagrostis canadensis</i> (canada bluejoints)	0.125
<i>Elymus canadensis</i> (canada wild rye)	2.0
<i>Sorghastrum nutans</i> (indian grass)	0.5
<i>Sporobolus pectinatus</i> (pearle cograss)	0.375
Permanent Forbs	
<i>Aster roseus-anglicus</i> (new england aster)	0.08
<i>Aster glaberrimus</i> (leafy aster)	0.125
<i>Chamaecrista fasciculata</i> (partridge pea)	0.250
<i>Centaurea juncifolia</i> (all coreopsis)	0.08
<i>Demodochium canadense</i> (showy tick seedling)	0.06
<i>Eryngium yuccifolium</i> (scutellion mastr)	0.125
<i>Helenium autumnale</i> (intervaewed)	0.08
<i>Heliopsis helianthoides</i> (red sunflower)	0.125
<i>Lespedeza capitata</i> (roundhead bush clover)	0.125
<i>Liatris spicata</i> (marsh blazing star)	0.125
<i>Mentzelia frutescens</i> (wild bergamot)	0.08
<i>Parthenocissus vitacea</i> (wild quinine)	0.125
<i>Physalis virginiana</i> (obedient plant)	0.05
<i>Psycotrochium virginianum</i> (mountain aster)	0.02
<i>Rudbeckia hirta</i> (black-eyed susan)	0.35
<i>Rudbeckia subtomentosa</i> (sweet black-eyed susan)	0.125
<i>Siphium angustifolium</i> (swallowtail)	0.125
<i>Siphium laciniatum</i> (corpse plant)	0.188
<i>Siphium umbellatum</i> (prairie dock)	0.188
<i>Solidago rigida</i> (stiff goldenrod)	0.125
<i>Solidago ulmifolia</i> (blue goldenrod)	0.125
<i>Tanacetum obtusum</i> (spiderwee)	0.08
<i>Veronica fasciculata</i> (ironweed)	0.188
<i>Veronica lanata</i> (blue vervain)	0.10
<i>Veronica virginiana</i> (Culver's root)	0.06
<i>Zizia aurea</i> (golden alexander)	0.03
Annual & above-ground perennial flowers (optional)	1.0
MIXTURE TOTAL	53.0 lbs.

NOTE: Due to ingredients product availability, substitution may be necessary. Please keep in mind we will use equivalent to or better than callouts.

MARTENSON TURF PRODUCTS, INC. 800-833-2290

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 • TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES
1	4.22.24	KENDALL COUNTY REVIEW LETTER 3.26.24
2	6.24.24	KENDALL COUNTY PLANNING CHANGES

PREPARED FOR:
A&D PROPERTIES, INC.
18126 N.W. FRONTAGE RD, SHOREWOOD, IL

7789 IL ROUTE 47 SITE PLAN
LANDSCAPE DETAILS

PROJECT NO. 23 557 01
SHEET NO. 2
SCALE: NTS
DATE: FEB 29, 2024
OF 2 SHEETS

From: [Daniel J Kramer](#)
To: [Sara Mendez](#)
Cc: [Krysti Barksdale-Noble](#)
Subject: RE: Questions Regarding Jerry Styrzula's Petition for Site Plan Approval
Date: Wednesday, August 7, 2024 2:48:51 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Sure the language is meant to cover the Sales of the new Trailers. We have continued to represent to the County and as part of Owner's Business plan he has absolutely no intention, nor permission to run a trucking business at the site. There are still some Remnants of Trailers that were sent to His site that had been used by Plano Molding(rented to that customer by Jerry's business) at their Manufacturing and Distribution sites in Plano and Sandwich to store inventory. Plano Molding cut way down on Storage of both and returned them to Jerry. He is selling and sending them to auctions to dispose of, and they will not remain on site. Hopefully that answers the concerns.

Very Truly Yours,

Daniel J. Kramer
Attorney at Law
1107A S. Bridge Street
Yorkville, IL. 60560
Phone-630.553.9500
Fax-630.553.5764

NOTICE: This communication is covered by the Electronic Communications Privacy Act found at 18 USC 2510 et. seq. and is intended to remain confidential and is subject to the applicable attorney/client and or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments and do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments if you are not the intended recipient.

From: Sara Mendez <smendez@yorkville.il.us>
Sent: Wednesday, August 7, 2024 2:05 PM
To: Daniel J Kramer <dkramer@dankramerlaw.com>
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Subject: Questions Regarding Jerry Styrzula's Petition for Site Plan Approval

Good afternoon Dan,

In yesterday's Economic and Development Committee meeting, we discussed the petition brought by Kendall County regarding Jerry Styrzula, on behalf of A&D Properties, LLC. The request is for site plan approval to operate a trucking business for the sale and storage of semi-tractors, small trailers, semi-trailers, and similar uses.

However, the committee would like some clarification on whether the trailers will be moved off the property or if they will remain on-site. As you previously stated in the May 7, 2024 Economic Development Committee meeting, the petitioner would not be running a trucking business, as the petitioner is a dealer for Freuhauf Manufacturing and would be solely conducting trailer sales. However, the proposed site plans displays the storage of semi-tractors, semi-trailers, small trailers, and similar uses. Would you mind providing some clarification?

Additionally, could you provide details on whether the petitioner plans to keep the current trucks on-site or if they will be moved elsewhere? Your insights on these concerns would be greatly appreciated by the Committee.

All the best,

Sara Mendez

(she/her)

Planner I

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

☎ (630) 553-8555

📞 (630) 450-1304

🌐 www.yorkville.il.us



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #4

Tracking Number

PZC 2024-20 & EDC 2024-62

Agenda Item Summary Memo

Title: PZC 2024-20 – Kendall County Petition 24-22 (Leo M. Phillipp)

Meeting and Date: City Council – September 24, 2024

Synopsis: 1.5-Mile Review of a map amendment 11.6 +/- acres located at 10835 Legion Road, from A-1 Agricultural District to R-1 One-Family Residential District.

Council Action Previously Taken:

Date of Action: PZC – 9/11/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-20 & EDC 2024-62

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: September 13, 2024
Subject: **PZC 2024-20 – Leo M. Phillipp (Rezoning)**
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, Leo M. Phillipp is requesting an approval of a map amendment (rezoning) for 11.6 +/- acres of the approximately 15 acres located at the northeast corner of Legion and East Highpoint Roads, commonly known as 10835 Legion Road, from A-1 Agricultural District to R-1 One-Family Residential District. The purpose of the request is to construct approximately three (3) single-family houses. The real property is located immediately north of Legion Road and immediately east of High Point Road in unincorporated Kendall County.

PROPOSED MOTION

In consideration of the proposed mile and half review of Kendall County Petition 24-20 for a map amendment 11.6 +/- acres located at the northeast corner of Legion and East Highpoint Roads, commonly known as addressed 10835 Legion Road, from A-1 Agricultural District to R-1 One-Family Residential District, the Planning and Zoning Commission recommends the City Council to (object or not to object) to the request.

Action Item:

Forristall-aye, Hyett-aye, Millen-aye, Vinyard-aye, Williams-aye.
5 ayes; 0 nay

ATTACHMENTS

1. Application with Attachments



Memorandum

To: Planning and Zoning Commission
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: September 4, 2024
Subject: **PZC 2024-20 – Leo M. Phillipp (Rezoning)**
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, Leo M. Phillipp is requesting an approval of a map amendment (rezoning) for 11.6 +/- acres of the approximately 15 acres located at the northeast corner of Legion and East Highpoint Roads, commonly known as 10835 Legion Road, from A-1 Agricultural District to R-1 One-Family Residential District. The purpose of the request is to construct approximately three (3) single-family houses. The real property is located immediately north of Legion Road and immediately east of High Point Road in unincorporated Kendall County.

PROPERTY BACKGROUND:

The property is located at 10835 Legion Road in unincorporated Kendall County and consists of one (1) parcel totaling ~15-acres. Currently owned by Leo M. and Vicki L. Phillipp, there is one (1) existing single-family home on the property, as shown to the right. The home is located on the southern side of the parcel, and is approximately four thousand, two hundred fifty-six (4,256) square feet. Additionally, the rest of the property is undeveloped. The property fronts Legion Road and has one (1) access point off Legion Road. The property is immediately east of Yorkville's corporate boundary, approximately 1.23 miles (~7000 feet) from the Windett Ridge Subdivision.



The property is currently zoned as both A-1 Agricultural District and R-1 One-Family Residential District, underwent several zoning changes. Initially, in 1984, the southwest corner was rezoned from A-1 to R-1, as shown above. However, in 1987, Kendall County rezoned the southwest corner back to A-1, except for approximately 3.3 acres where the existing single-family home is located, which remains zoned as R-1, as shown below.



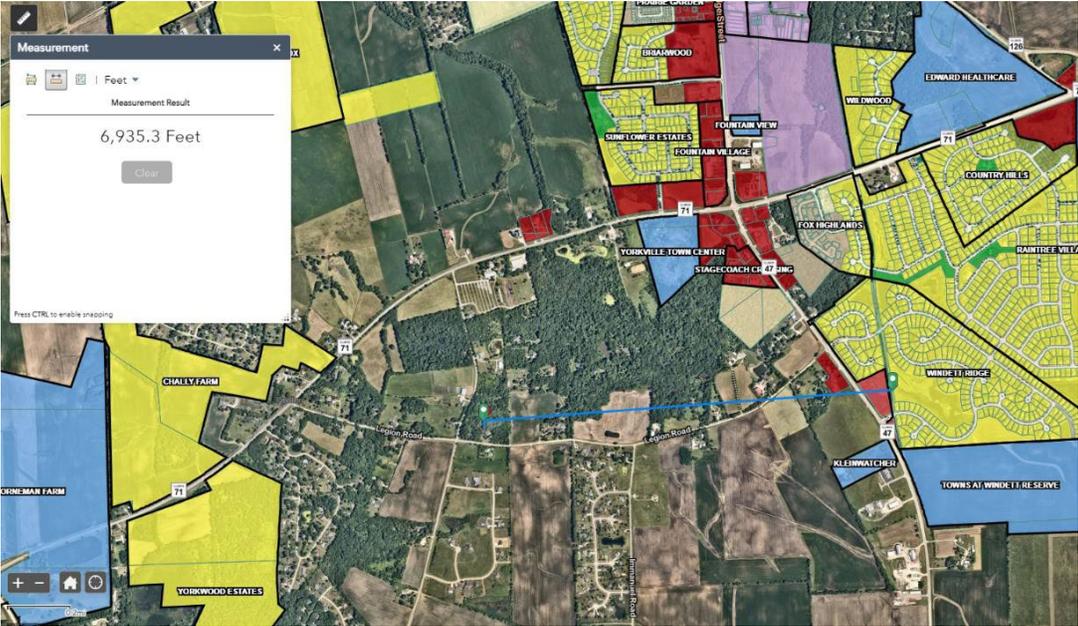
REQUEST SUMMARY:

The petitioner, Leo M. Phillpp, is solely requesting the rezoning of the parcel from A-1 Agricultural District to R-1 One-Family Residential District. To highlight the significant differences between the Bulk and Dimensional Standards of the City of Yorkville's R-1 Single-Family Suburban Residence District and Kendall County's R-1 One-Family Residential District, the table below provides a clear comparison.

	City of Yorkville Regulations for R-1 Single-Family Suburban Residence	Kendall County Regulations for R-1 One-Family Residential District
Minimum Lot Size	18,000 sq. ft.	130,000 sq. ft.
Minimum Lot Width	100 feet	200 feet
Maximum Lot Coverage	50%	10%
Minimum Front Setback	40 feet	1. 150 feet from the roadway centerline when fronting on a Federal, State or County roadway or 100 feet from the right-of-way, whichever is greater. 2. 50 feet from the right-of way or access easement

		on all township or private roadways
Minimum Side Setback	15 feet	50 feet
Minimum Rear Setback	50 feet	50 feet
Maximum Building Height	30 feet	<ol style="list-style-type: none"> 1. One-family detached dwellings: 40 feet and not more than two and one-half stories 2. Other non-residential permitted or conditional buildings and structures: shall not exceed 45 feet and not more than three stories in height

The photo below highlights the distance between Yorkville’s corporate boundary and the property at 10835 Legion Road, marked by a red pin, which is approximately 7,000 feet.



YORKVILLE COMPREHENSIVE PLAN:

Yorkville’s 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. 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. Additionally, the Estate/Conservation Residential neighborhood is characterized by conventional development, such as detached housing on large lots, or conservation design by clustering homes together that leave undeveloped green space for agriculture, preservation of historic and cultural resources, and community open space.

The current land use with a single-family home on the property and the proposed addition of approximately three (3) new single-family homes on 11.6 +/- acres is consistent with Yorkville’s Comprehensive Plan land use designation for this property. This consistency is due to the conventional development approach of clustering the proposed three (3) new single-family homes within the overall acreage of the property,

which aligns with the Estate/Conservation Residential neighborhood. If approved, the map amendment (rezoning) does not alter the land use and maintains its alignment with the area's future land use plans

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 City Council on September 24, 2024. This item was delivered to the City on July 30, 2024.

PROPOSED MOTION

In consideration of the proposed mile and half review of Kendall County Petition 24-20 for a map amendment 11.6 +/- acres located at the northeast corner of Legion and East Highpoint Roads, commonly known as addressed 10835 Legion Road, from A-1 Agricultural District to R-1 One-Family Residential 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 24-22

Leo M. Phillip

Map Amendment Rezoning from A-1 to R-1

INTRODUCTION

The Petitioners would like a map amendment rezoning approximately eleven point six more or less (11.6 +/-) acres of the approximately fifteen (15) acres located at the northeast corner of Legion and East Highpoint Roads in order to construct approximately three (3) houses.

The application materials are included as Attachment 1. The zoning plat is included as Attachment 2.

SITE INFORMATION

PETITIONERS: Leo M. Phillip

ADDRESS: 10835 Legion Road, Yorkville

LOCATION: Northeast Corner of Legion and East Highpoint Roads



In 1984, through Ordinance 84-06, the southwest corner of the property was rezoned to R-1 as outlined in the following aerial.



In 1987, through Ordinance 87-27, the southwest corner of the property was rezoned back to A-1 and approximately three point three more or less (3.3 +/-) acres where the current house is placed was rezoned to R-1. The following is current zoning configuration of the property:



TOWNSHIP: Kendall

PARCEL #s: 05-08-301-002

LOT SIZE: 15.0 +/- Acres (Total Parcel) 11.6 +/- (Area to be Rezoned)

EXISTING LAND USE: Wooded

ZONING: A-1 Agricultural District

LRMP: Future Land Use	Suburban Residential (County) Estate/Conservation Residential (Yorkville)
Roads	East High Point Road and Legion Road are Township maintained Minor Collectors.
Trails	Yorkville has a trail planned along East Highpoint Road.
Floodplain/ Wetlands	There are no floodplains or wetlands on the property.

REQUESTED ACTION: Map Amendment Rezoning Property from A-1 Agricultural District to R-1 One Family Residential 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	Single-Family Residential	A-1	Suburban Residential (Max 1.0 DU/Acre) (County) Estate/Conservation Residential (Yorkville)	A-1 and B-4
South	Agricultural and Single-Family Residential	A-1	Rural Residential (Max 0.65 DU/Acre) (County) Estate/Conservation Residential (Yorkville)	A-1, R-3, and RPD-2
East	Single-Family Residential	A-1 and R-1	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, and R-1
West	Agricultural	A-1 and A-1 SU	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, R-2, R-3, and RPD-3

The A-1 special use permits to the east are for communication towers.

The A-1 special use permit to the west is for boarding horses.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated (see Attachment 1, Page 7).

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on July 19, 2024 (see Attachment 1, Page 6).

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on July 30, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on July 30, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on July 30, 2024.

GENERAL INFORMATION

The Petitioners would like to rezone the property in order to build a maximum of three (3) houses on the rezoned portion of the property. Since the property already has frontage along East Highpoint and Legion Roads, a Plat Act Exemption may be used instead of doing a subdivision.

BUILDING CODES

The site is currently mostly wooded with one (1) single-family home. Any future buildings would have to meet applicable building codes.

UTILITIES

The wooded area is not presently served by utilities.

ACCESS

The property fronts East Highpoint and Legion Roads. Kendall Township has permitting authority over access at the property.

PARKING AND INTERNAL TRAFFIC CIRCULATION

No information was provided regarding parking.

ODORS

Based on the proposed uses, no new odors are foreseen.

LIGHTING

Lighting would be for residential purposes and would have to follow applicable ordinances.

LANDSCAPING AND SCREENING

Landscaping would be for residential uses.

SIGNAGE

No non-residential signage is planned.

NOISE CONTROL

The owners of the property would have to follow applicable noise control regulations based on residential uses.

STORMWATER

Stormwater control would be evaluated as part of the building permit.

FINDINGS OF FACT-MAP AMENDMENT

§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 and single-family residential purposes.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned agricultural and some form of single-family residential.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The property consists of a large wooded area and, due to its size, it is not eligible for residential uses without a map amendment.**

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 and single family residential.**

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The subject property is classified as Suburban Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.**

RECOMMENDATION

Staff recommends approval of the proposed map amendment.

ATTACHMENTS

1. Application Materials
2. Zoning Plat



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Phillipp FILE #: _____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
Leo M. Phillipp		
CURRENT LANDOWNER/NAME(s)		
Leo M. Phillipp		
SITE INFORMATION		
ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
15.03 acres	10835 Legion Road, Yorkville, IL 60560	05-08-301-002
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Single Family Home	A-1 and R-1	A-1 and R-1
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>R-1</u>)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
¹PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Attorney Daniel J. Kramer	[REDACTED]	[REDACTED]
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER # (Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
²ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
N/A		
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 OF APPLICANT		DATE
X [REDACTED]		7/19/2024

FEE PAID: \$ _____
 CHECK #: _____

¹Primary Contact will receive all correspondence from County
²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Phillipp Map Amendment Findings of Fact

1. Contiguous and nearby properties are used for low density Single-Family Residences and a mixture of Agricultural uses, as well as Forested land which remains in its natural state.
2. There is a combination of R-1 Single Family and A-1 Zoning Districts.
3. The property primarily consists of secondary growth trees, which would be altered somewhat for a low-density large parcel residential building. The current property is not suitable for productive Agricultural use of any kind and lies fallow.
4. The trend of development has been slow growth R-1/A-1 Allocation Single Family Residences on three to five acre parcels.
5. The proposed use is consistent with the Kendall County Comprehensive Plan providing for low density Single Family Residential uses when there is a low Agricultural productivity and Low Site rating under the Kendall County LESA Rating Systems; as well as the United City of Yorkville Comprehensive Plan which shows low density Single-Family Residences being developed on non-collector Roads on the outside of the City Limits.

LEGAL DESCRIPTION OF TOTAL TRACT:

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23, 1971 as Document No. 71-3652; thence Northerly along the Westerly Line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westerly at right angles to said Westerly Line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said centerline, to the center line of Legion Road; thence Easterly along said Legion Road center line, to said westerly line; thence Northerly along said Westerly Line, 964.53 feet to the point of beginning in Kendall Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT TO BE REZONED FROM "A1" TO "R1":

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23, 1971 as Document No. 71-3652; thence Northerly along the Westerly Line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westerly at right angles to said Westerly Line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said centerline, to the center line of Legion Road; thence Easterly along said Legion Road center line, to said Westerly Line; thence Northerly along said Westerly Line, 964.53 feet to the point of beginning in Kendall Township, Kendall County, Illinois,

Except that Part described as follows:

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Highpoint Road with the center line of Legion Road; thence Easterly along said Legion Road center line 357.33 feet for a point of beginning; thence Northerly at right angles to said Legion Road center line, 300.0 feet; thence Easterly at right angles to the last described course 463.83 feet to the Westerly Line of Woodland Acres Subdivision; thence Southerly along said Westerly Line, 279.12 feet to said Legion Road center line; thence Westerly along said center line to the point of beginning in Kendall Township, Kendall County, Illinois.

WARRANTY DEED
0-0211597
Joint Tenancy

FILED FOR RECORD
KENDALL COUNTY ILL
BOOK 85-1454

12:07 PM
APR 12 1985

John P. Bradley
RECORDER OF DEEDS

COUNTY OF KENDALL
REAL ESTATE TRANSFER TAX
\$ 50.00

(The above space for Recorder's use only)

APR 12 1985

85-1454

THE GRANTOR AMERICAN LEGION POST #489 OF YORKVILLE, an unincorporated association

of the Township of Kendall County of Kendall State of Illinois
for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Conveyed
and Warrant to LEO M. PHILLIPP and VICKI L. PHILLIPP, husband and wife,

of the [redacted] of [redacted] County of [redacted] State of [redacted]
not in Tenancy in Common but in JOINT TENANCY, the following described Real Estate, to-wit:

That part of the West half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the South-west corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23rd, 1971 as Document 71-3652; thence Northerly along the Westerly line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westerly at right angles to said Westerly line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said center line to the center line of Legion Road; thence Easterly along said Legion Road center line, to said Westerly line; thence Northerly along said Westerly line, 964.53 feet to the point of beginning, in Kendall Township, Kendall County, Illinois,

SUBJECT TO: Easements, restrictions, covenants and conditions of record;
Taxes for the year 1984 and subsequent years;

XXXXXX hereby expressly declaring that the estate conveyed shall pass, not in tenancy in common, but in joint tenancy, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 6th day of April A.D. 1985

ATTEST: [redacted] SEAL
Adjutant [redacted] SEAL
BY: [redacted] SEAL
Commander [redacted] SEAL

State of Illinois } ss. I, the undersigned, a Notary Public in, and for said County and State aforesaid,
Kendall County } DO HEREBY CERTIFY that Holman F. Horton, Jr., and James Morganegg,
Commander and Adjutant respectively of American Legion Post #489 of Yorkville
pursuant to Resolution authorizing them to act,

personally known to me to be the same person as
whose name is subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that [redacted] signed, sealed and delivered the
and the [redacted] 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 notarial seal, this 6th day of April
A.D. 1985 [redacted] SEAL
Notary Public

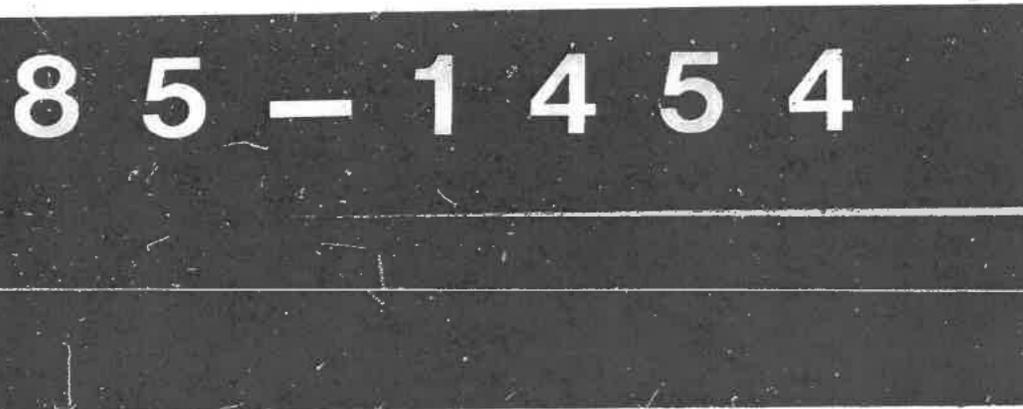
This instrument was prepared by:
Dallas C. Ingemanson
Attorney at Law
226 S. Bridge St., P.O. Box 578
Yorkville, IL. 60560

Grantor Address: [redacted]
Send subsequent tax bills to:
[redacted] and Vicki L. Phillipp

02-923

CAFFIX REVENUE STAMP

SIX REVENUE STAMPS



APR 12 1985

AFFIDAVIT

(FILE WITH: JEAN P. BRADY, RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS)
)SS.
COUNTY OF KENDALL)

DOCUMENT # 85-1454-

Holman F. Horton, Jr. being, duly sworn on oath,
states that he resides at Yorkville, IL.

That the attached deed represents:

1. A distinct separate parcel on record prior to July 17, 1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
4. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
6. 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.
7. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance is of land for highway or other public purpose 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.
9. The conveyance is made to correct description in prior conveyances.
10. 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.
11. The sale is of a single lot of less than 5 acres from a larger tract evidenced by a survey made by a registered surveyor which single lot is the first sale from said larger tract as determined by the dimensions and configuration thereof on October 1, 1973 and which sale does not violate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.


Holman F. Horton, Jr.

SUBSCRIBED and SWORN TO before me

this 6th day of April, 1985


Notary Public

8 5 - 1 4 5 4



7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Leo M. Phillipp Contact Person: Attorney Daniel J. Kramer
Address: [Redacted]
City, State: [Redacted]
Phone Number: [Redacted]
Email: [Redacted]

Please select: How would you like to receive a copy of the NRI Report? [X] Email [] Mail

Site Location & Proposed Use

Township Name Kendall Township 36 N, Range 7 E, Section(s) 8
Parcel Index Number(s) 05-08-301-002
Project or Subdivision Name Phillipp Number of Acres 11.6855
Current Use of Site single family home and agricultural Proposed Use single family homes
Proposed Number of Lots possibly 3 Proposed Number of Structures possibly 3 homes
Proposed Water Supply well Proposed type of Wastewater Treatment septic
Proposed type of Storm Water Management none

Type of Request

[X] Change in Zoning from A-1 to R-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:

[X] 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.)

Table with 2 columns: Fee description, Amount. Total NRI Fee: \$501.00

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.

[Signature]
Petitioner or Authorized Agent

7/19/2024
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 _____



Applicant: Daniel J. Kramer
Contact: ATTORNEY DANIEL J. KRAMER
Address: [REDACTED]

IDNR Project Number: 2500945
Date: 07/18/2024

Project: Phillip
Address: 10835 Legion Road, Yorkville

Description: rezone property from A-1 to R-1 to have 3 possible single family homes

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, 8



IL Department of Natural Resources
Contact
Adam Rawe
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kendall County Planning, Building, and Zoning
Matt Asselmeier
111 W. Fox Street
Yorkville, Illinois 60560

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.

ZONING PLAT OF PART OF THE WEST HALF OF SECTION 8, T36N-R7E, 3rd P.M. KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS

DEVELOPER:
Leo M. Dillon

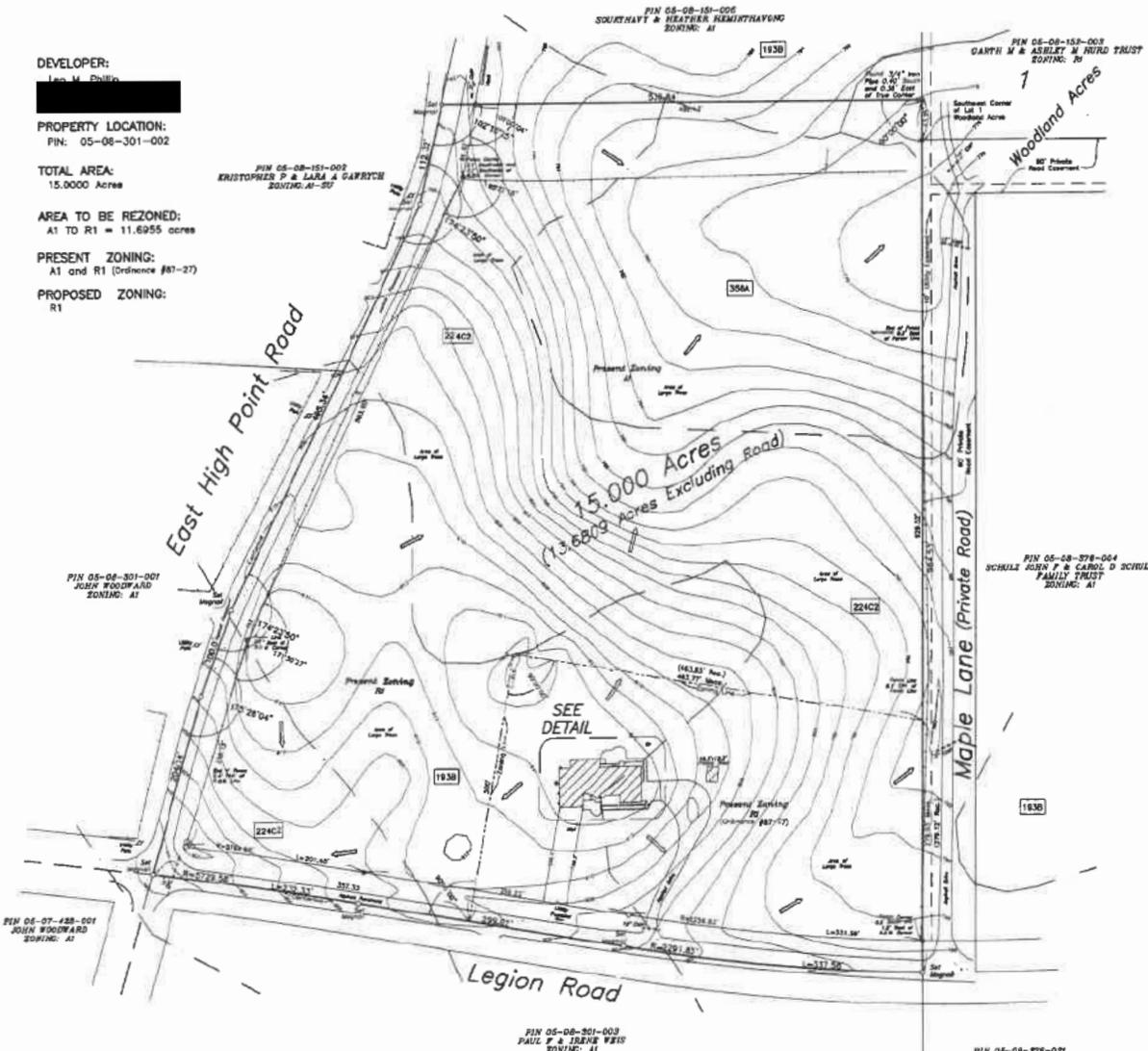
PROPERTY LOCATION:
PIN: 05-08-301-002

TOTAL AREA:
15,000 Acres

AREA TO BE REZONED:
A1 TO R1 = 11,6955 acres

PRESENT ZONING:
A1 and R1 (Ordinance #87-27)

PROPOSED ZONING:
R1



WETLANDS STATEMENT:

The National Wetlands Inventory Map depicts no wetlands on the Subject Property.

FLOODPLAIN STATEMENT:

The Subject property is located in Zone X (Area of minimal flood hazard determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Flood no. 17093C01250 with an effective date of February 4, 2009.

LEGAL DESCRIPTION OF TOTAL TRACT:

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23, 1971 as Document No. 71-2652; thence Northerly along the Westery Line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westery at right angles to said Westery Line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said centerline, to the center line of Legion Road; thence Easterly along said Legion Road center line, to said Westery Line; thence Northerly along said Westery Line, 984.53 feet to the point of beginning in Kendall Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT TO BE REZONED FROM "A1" TO "R1":

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23, 1971 as Document No. 71-2652; thence Northerly along the Westery Line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westery at right angles to said Westery Line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said centerline, to the center line of Legion Road; thence Easterly along said Legion Road center line, to said Westery Line; thence Northerly along said Westery Line, 864.53 feet to the point of beginning in Kendall Township, Kendall County, Illinois.

Except that Port described as follows:
That Part of the West half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Highpoint Road with the center line of Legion Road; thence Easterly along said Legion Road center line, 307.33 feet for a point of beginning; thence Northerly at right angles to said Legion Road center line, 300.0 feet; thence Easterly at right angles to the last described course 413.13 feet to the Westery Line of Woodland Acres Subdivision; thence Southerly along said Westery Line, 279.12 feet to said Legion Road center line; thence Westery along said center line to the point of beginning in Kendall Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT PRESENTLY ZONED "R1":

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Highpoint Road with the center line of Legion Road; thence Easterly along said Legion Road center line, 307.33 feet for a point of beginning; thence Northerly at right angles to said Legion Road center line, 300.0 feet; thence Easterly at right angles to the last described course 413.13 feet to the Westery Line of Woodland Acres Subdivision; thence Southerly along said Westery Line, 279.12 feet to said Legion Road center line; thence Westery along said center line to the point of beginning in Kendall Township, Kendall County, Illinois.



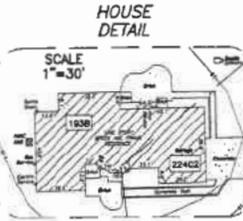
SCALE
1"=60'

• Indicates Iron Stake Found
o Indicates Iron Stake Set
— Indicates Line of Fence
- - - Indicates Contour Elevation
---> Indicates Direction of Drainage

NOTE: This property is commonly known as 10655 Legion Road.

SOILS (From Web Soil Survey)

1836	Moyville Silt Loam, 2%-5% slopes
224C2	Shrews Silty Loam, 5%-20% slopes, eroded
356A	Elphoo Silty Clay Loam, 0%-2% slopes



July 3, 2024

JOB NO.	2104E
JOB NAME	PHILLIPS
DWG FILE	2104E
REVISION DATE	

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – September 24, 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 Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – September 24, 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 Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.
