



## United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, October 8, 2024**  
**7:00 p.m.**

City Hall Council Chambers  
651 Prairie Pointe Drive, Yorkville, IL

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### 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:

1. Introduction of New Yorkville Police Department Officer – Cameron Bonner
2. Introduction of New Yorkville Police Department Community Service Officer – Nailly Vargas
3. Introduction of New Yorkville Police Department Community Service Officer – Tyler Madsen
4. Introduction of New Parks and Recreation Employee – Cayla Pruitt

### Public Hearings:

### Citizen Comments on Agenda Items:

### Consent Agenda:

1. Minutes of the Regular City Council – September 24, 2024
2. Bill Payments for Approval
  - \$ 871,416.78 (vendors)
  - \$ 422,827.63 (payroll period ending 9/27/24)
  - \$ 1,294,244.41 (total)
3. EDC 2024-71 Konica Minolta – Change Order Request – *approve the Konica Minolta change order request in the amount of \$34,582.69 and authorize the Mayor to execute*

### Mayor's Report:

1. CC 2024-78 Fiscal Year 2025 Computer Purchase Order

**Mayor's Report (cont'd):**

2. CC 2024-79 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (SOO Green and Yorkville Nexus, LLC)
3. CC 2024-80 Water Supply Agreements with the DuPage Water Commission
  - a. Resolution Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the United City of Yorkville for the United City of Yorkville Unit System
  - b. Resolution Authorizing the Execution of WaterLink Project Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission
  - c. Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service By and Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission
  - d. Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning Capital Cost Recovery Charge Between the United City of Yorkville and the DuPage Water Commission

**Public Works Committee Report:**

**Economic Development Committee Report:**

1. EDC 2024-70 Resolution Approving an Agreement for Economic Development Consulting Services with DLK, LLC

**Public Safety Committee Report:**

**Administration Committee Report:**

1. ADM 2024-35 2024 Tax Levy Estimate

**Park Board:**

**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

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor’s Report (cont’d):**

- 4. CC 2021-04 City Buildings Updates
- 5. 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: November 6, 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		

**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		



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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – September 24, 2024

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. Bill Payments for Approval

Approved \_\_\_\_\_

As presented

As amended

Notes \_\_\_\_\_

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3. EDC 2024-71 Konica Minolta – Change Order Request

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**MAYOR’S REPORT:**

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1. CC 2024-78 Fiscal Year 2025 Computer Purchase Order

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. CC 2024-79 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Soo Green and Yorkville Nexus LLC)

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. CC 2024-80 Water Supply Agreements with the DuPage Water Commission

a. Resolution Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the United City of Yorkville for the United City of Yorkville Unit System

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_  
 Removed \_\_\_\_\_  
 Notes \_\_\_\_\_
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b. Resolution Authorizing the Execution of WaterLink Project Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_  
 Removed \_\_\_\_\_  
 Notes \_\_\_\_\_
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c. Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service By and Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_  
 Removed \_\_\_\_\_  
 Notes \_\_\_\_\_
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d. Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning Capital Cost Recovery Charge Between the United City of Yorkville and the DuPage Water Commission

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_  
 Removed \_\_\_\_\_  
 Notes \_\_\_\_\_
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**ECONOMIC DEVELOPMENT COMMITTEE REPORT:**

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1. EDC 2024-70 Resolution Approving an Agreement for Economic Development Consulting Services with DLK, LLC

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_
- Removed \_\_\_\_\_
- Notes \_\_\_\_\_
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**ADMINISTRATION COMMITTEE REPORT:**

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1. ADM 2024-35 2024 Tax Levy Estimate

- Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_
- Removed \_\_\_\_\_
- Notes \_\_\_\_\_
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**PLANNING AND ZONING COMMISSION:**

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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 \_\_\_\_\_
- Notes \_\_\_\_\_
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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 \_\_\_\_\_

Notes \_\_\_\_\_

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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 \_\_\_\_\_

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**MAYOR'S REPORT (CONT'D):**

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4. CC 2021-04 City Building Updates

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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5. CC 2021-38 Water Study Update

Approved: Y \_\_\_\_\_ N \_\_\_\_\_     Subject to \_\_\_\_\_

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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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

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Tracking Number

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### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – September 24, 2024

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**Meeting and Date:** City Council – October 8, 2024

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**Synopsis:** Approval of Minutes

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#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

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**Council Action Requested:** Approval

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**Submitted by:** Jori Behland Administration  
Name Department

#### Agenda Item Notes:

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**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 24, 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	Absent
	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 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/84224766661?pwd=9YfgubCzFQAaeWuv5jXtJ5A2W9G88N.1>.

The Zoom meeting ID was 842 2476 6661.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**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. East Van Emmon Street Resurfacing Project (PW 2024-74)
  - a. **Resolution 2024-37** 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 2024-48** 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. **Resolution 2024-38** 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* (PW 2024-75)
6. **Ordinance 2024-49** Authorizing the Acquisition of Certain Easements for the Extension of a Water Main (Grace Community Church) – *authorize the Mayor and City Clerk to execute* (PW 2024-78)
7. 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* (PW2024-80)
8. Treasurer’s Report for August 2024 (ADM 2024-32)

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

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

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## REPORTS

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### **MAYOR’S REPORT**

#### **Lung Cancer Awareness**

Mayor Purcell shared a Kendall County Health Department notice regarding lung cancer awareness. An event will be held at the Waterford Place across from Rush Copley in Aurora on Saturday, November 2<sup>nd</sup>, from 9:00 am – 11:00 am. This event will focus on providing educational talks for attendees on the importance of radon testing, mitigating smoking cessation, and screening for lung cancer. They will also be hosting a White Ribbon finishing session. Attendees can provide messages on these ribbons of hope, solidarity, and encouragement, which will be given to cancer patients and survivors.

#### **Resolution 2024-39**

#### **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** (CC 2024-74)

Mayor Purcell entertained a motion to approve a 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 and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

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

#### **Resolution 2024-40**

#### **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** (CC 2024-75)

Mayor Purcell entertained a motion to approve a 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 and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Tarulis.

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



purchase price of ~\$192,000. This inclusive playground is an open and safe space for children of various abilities and ages. This playground is more horizontal vs. vertical, giving children of all abilities and their parents and grandparents more access to interact with them in a safer environment. This new playground would also double the size of the current playground. Mayor Purcell stated that funds are within the budget. Alderman Transier asked how the grant works. Mr. Evans said the grant is through GameTime and not through the state. Once their grant money runs out, they no longer offer the grant. They are ready to submit the grant if approved tonight. They should know within the next month if they will receive the grant. The purchase is contingent on receiving the grant money. If they do not receive the grant money, they must go through the budget process and bring it back to the council. Alderman Marek asked for the Council to be notified of the grant results.

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

**PLANNING AND ZONING COMMISSION**

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

- 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 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**

Mayor Purcell entertained a motion to table until the October 8, 2024, City Council meeting. So moved by Alderman Soling; seconded by Alderman Plocher.

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

**Ordinance 2024-50**

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

Mayor Purcell entertained a motion to approve an Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Chapter 8: UDO Review & Approval Procedures and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Marek.

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

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

Mayor Purcell entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the proposed site plan for approval to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses. So moved by Alderman Plocher; seconded by Alderman Transier.

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

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

Mayor Purcell entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the proposed map amendment (rezoning) for 11.6 +/- acres located at the northeast corner of Legion and East Highpoint Roads. So moved by Alderman Marek; seconded by Alderman Plocher.

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

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

**Yorkville Homecoming**

Parks and Recreation Director Evans shared that the Yorkville Homecoming Parade will take place on Thursday, September 26<sup>th</sup> starting at 5:30 p.m. He also noted the Future Foxes Preschool Class of 2025 will participate in the parade.

**Yorktoberfest & Scarecrow Walk**

Parks and Recreation Director Evans reminded the Council that Kiwanis Yorktoberfest is Friday, September 27<sup>th</sup> and Saturday, September 28<sup>th</sup> at Riverfront Park. The United City of Yorkville Scarecrow Walk also kicks off on September 27<sup>th</sup> and goes through October 31<sup>st</sup> at Riverfront Park.

**MAYOR'S REPORT (cont'd)**

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

Mayor Purcell reported that the City received eight (8) submittals for the Request for Qualifications for Construction Managers for the Public Works and Parks new facility.

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

No report.

**ADDITIONAL BUSINESS**

**BrightFarms**

Mayor Purcell shared that BrightFarms is up and running. He also reported that he and a small group of staff toured the greenhouse.

**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 Marek.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:30 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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 #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – October 8, 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:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

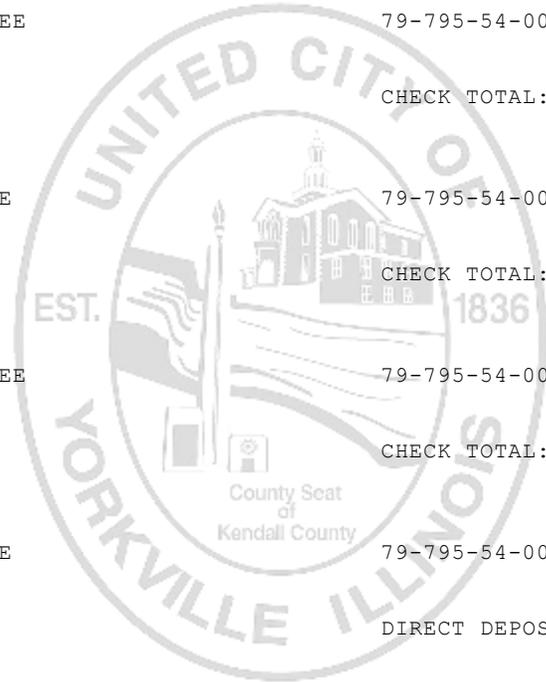
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131245	KCR	KENDALL COUNTY RECORDER'S		09/16/24		
	4011607	09/16/24	01 ORDINANCE APPROVING FINAL PLAT		90-154-00-00-0011	57.00
			02 APPROVAL BY PZC GRANTING		90-226-00-00-0011	57.00
			03 VARIANCE		** COMMENT **	
					INVOICE TOTAL:	114.00 *
					CHECK TOTAL:	114.00
					TOTAL AMOUNT PAID:	114.00



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 09/20/2024

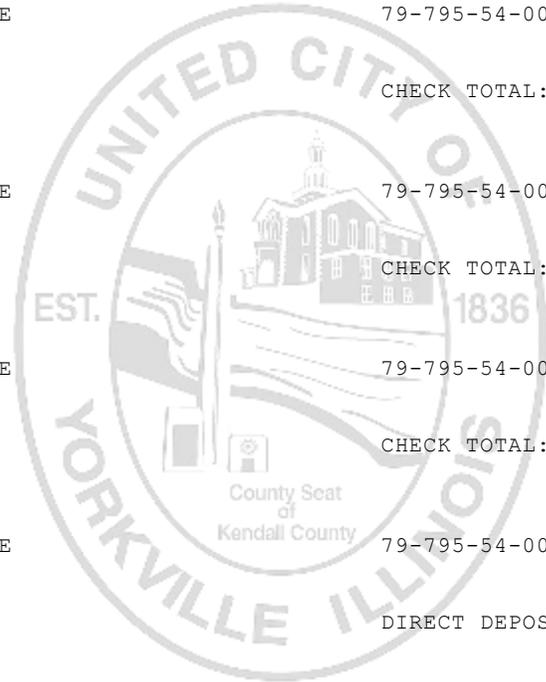
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003701	BARTLETA ADAM BARTLETT						
	09/07-09/13	09/16/24	01	UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
						DIRECT DEPOSIT TOTAL:	90.00
541364	BRISBOND DANA XAVIER BRISBON						
	09/7-09/13	09/16/24	01	REFEREE	79-795-54-00-5462		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
541365	CALHOUNC CAMDEN CALHOUN						
	09/07-09/13	09/16/24	01	UMPIRE	79-795-54-00-5462		115.00
						INVOICE TOTAL:	115.00 *
						CHECK TOTAL:	115.00
541366	COOKC CLAIRE COOK						
	09/7-09/13	09/16/24	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
D003702	CULLENT TREVOR CULLEN						
	09/07-09/13	09/16/24	01	UMPIRE	79-795-54-00-5462		80.00
						INVOICE TOTAL:	80.00 *
						DIRECT DEPOSIT TOTAL:	80.00
D003703	FULLEHG GARY FULLETT						



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 09/20/2024

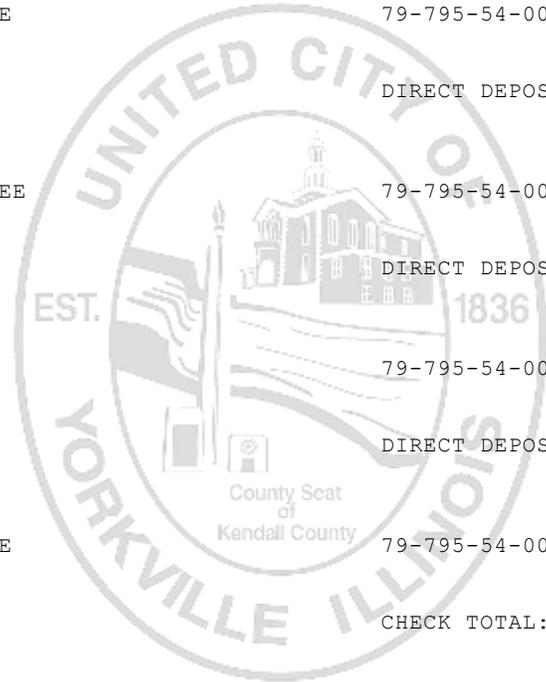
CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003703	FULLEHG	GARY FULLETT						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		305.00
								INVOICE TOTAL: 305.00 *
								DIRECT DEPOSIT TOTAL: 305.00
541367	GAMBROK	KATE GAMBRO						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		70.00
								INVOICE TOTAL: 70.00 *
								CHECK TOTAL: 70.00
541368	KOCURJ	JAXSON KOCUR						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								CHECK TOTAL: 150.00
541369	MACKEYM	MICHAEL J. MACKEY						
	091224		09/12/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
D003704	MATSONA	AIDAN MATSON						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		70.00
								INVOICE TOTAL: 70.00 *
								DIRECT DEPOSIT TOTAL: 70.00
541370	MATSONT	THOMAS MATSON						



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 09/20/2024

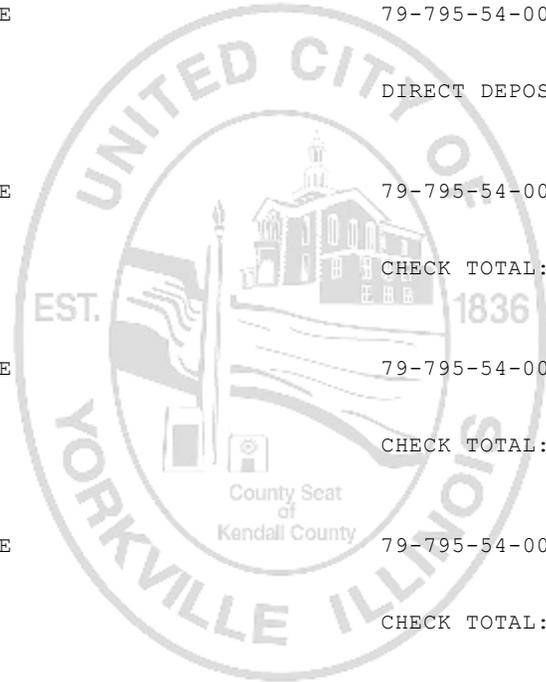
CHECK #	VENDOR # INVOICE #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541370	MATSONT	THOMAS MATSON						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		90.00
								INVOICE TOTAL: 90.00 *
								CHECK TOTAL: 90.00
D003705	MAYNARDL	LAURENCE R. MAYNARD						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		170.00
								INVOICE TOTAL: 170.00 *
								DIRECT DEPOSIT TOTAL: 170.00
D003706	MCCALLOA	ASHLEY MCCALLOUGH						
	090724		09/07/24	01	REFEREE	79-795-54-00-5462		50.00
								INVOICE TOTAL: 50.00 *
								DIRECT DEPOSIT TOTAL: 50.00
D003707	OLEARYM	MARTIN J. O'LEARY						
	090824		09/08/24	01	UMPRE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								DIRECT DEPOSIT TOTAL: 150.00
541371	PILKINGP	PAYTON M PILKINGTON						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		45.00
								INVOICE TOTAL: 45.00 *
								CHECK TOTAL: 45.00
D003708	SANDOVAA	ANTONIO SANDOVAL						



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 09/20/2024

CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003708	SANDOVAA	ANTONIO SANDOVAL						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								DIRECT DEPOSIT TOTAL: 150.00
D003709	SCHOUD	DECLAN SCHOU						
	09/07-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		35.00
								INVOICE TOTAL: 35.00 *
								DIRECT DEPOSIT TOTAL: 35.00
541372	TATET	TOM TATE						
	09/7-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		125.00
								INVOICE TOTAL: 125.00 *
								CHECK TOTAL: 125.00
541373	TOMBLINC	CHARLES TOMBLINSON						
	09/7-09/13		09/16/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								CHECK TOTAL: 75.00
541374	WASONG	GERALD WASON						
	091224		09/12/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
541375	WASSERBN	NATALIE WASSERBERG						

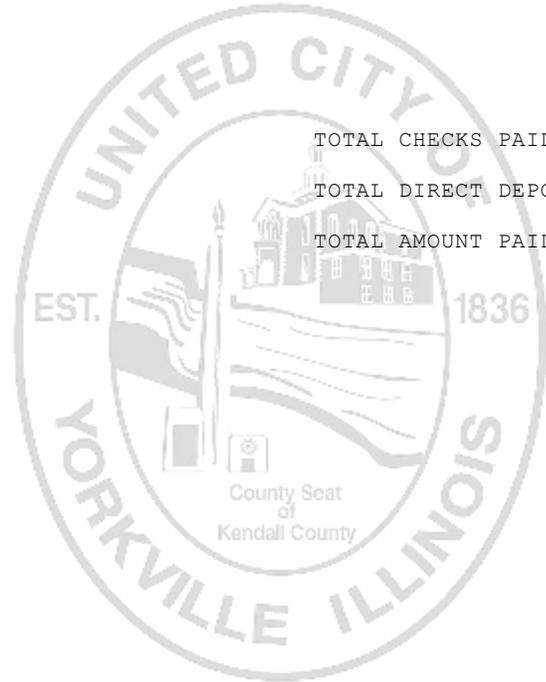


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 09/20/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541375	WASSERBN NATALIE WASSERBERG						
	09/7-09/13	09/16/24	01	RERFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00

TOTAL CHECKS PAID: 1,506.00  
 TOTAL DIRECT DEPOSITS PAID: 1,100.00  
 TOTAL AMOUNT PAID: 2,606.00



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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092424-B.OLSON	08/31/24	01	ZOOM-7/23-8/22 USER FEES		01-110-54-00-5462	189.95
						INVOICE TOTAL:	189.95 *
	092524-A.SIMMONS	08/31/24	01	GOTO-08/01-08/31 PHONE SERVICE		01-110-54-00-5440	170.71
			02	GOTO-08/01-08/31 PHONE SERVICE		01-220-54-00-5440	170.71
			03	GOTO-08/01-08/31 PHONE SERVICE		01-120-54-00-5440	85.35
			04	GOTO-08/01-08/31 PHONE SERVICE		79-795-54-00-5440	170.71
			05	GOTO-08/01-08/31 PHONE SERVICE		01-210-54-00-5440	853.55
			06	VERIZON-7/2-8/1 IN CAR UNITS		01-210-54-00-5440	648.18
			07	QUADIENT-8/24-11/27 POSTAGE		01-120-54-00-5485	241.80
			08	MACHINE LEASE		** COMMENT **	
			09	COMCAST-7/20-8/19 INTERNET AT		01-110-54-00-5440	98.38
			10	651 PRAIRIE POINTE		** COMMENT **	
			11	COMCAST-7/20-8/19 INTERNET AT		01-220-54-00-5440	87.45
			12	651 PRAIRIE POINTE		** COMMENT **	
			13	COMCAST-7/20-8/19 INTERNET AT		01-120-54-00-5440	43.73
			14	651 PRAIRIE POINTE		** COMMENT **	
			15	COMCAST-7/20-8/19 INTERNET AT		79-790-54-00-5440	87.45
			16	651 PRAIRIE POINTE		** COMMENT **	
			17	COMCAST-7/20-8/19 INTERNET AT		01-210-54-00-5440	437.25
			18	651 PRAIRIE POINTE		** COMMENT **	
			19	COMCAST-7/20-8/19 INTERNET AT		79-795-54-00-5440	87.45
			20	651 PRAIRIE POINTE		** COMMENT **	
			21	ADS-ALARM WORK DONE AT 610y Scot		24-216-54-00-5440	759.61
			22	TOWER LANE BETWEEN 7/25-8/6		** COMMENT **	
						INVOICE TOTAL:	3,942.33 *
	092524-B.BEHRENS	08/30/24	01	MENARDS#080124-TOGGLE SWITCH		01-410-56-00-5620	6.58
			02	MENARDS#080524-FLAME LIGHTER,		01-410-56-00-5620	20.45
			03	SPLICE, GROMMETS, THERM RINGS		** COMMENT **	
						INVOICE TOTAL:	27.03 *
	092524-B.BLYSTONE	08/31/24	01	AMAZON-DESK LAMPS		01-110-56-00-5610	49.98
			02	IML-ATTORNEY SEMINAR-TRANSIER		01-110-54-00-5412	225.00
			03	IML-CONFERENCE		01-110-54-00-5412	250.00
			04	REGISTRATION-TRANSIER		** COMMENT **	
						INVOICE TOTAL:	524.98 *
	092524-B.CREADEUR	08/31/24	01	RED WING-WORK BOOTS		01-210-56-00-5620	319.98
						INVOICE TOTAL:	319.98 *
	092524-B.VALLES	08/31/24	01	STARTER GRIP		01-410-56-00-5620	35.99
						INVOICE TOTAL:	35.99 *
	092524-C.PRUITT	08/31/24	01	BASSETT-BASSETT TRAINING		79-795-54-00-5412	12.99
						INVOICE TOTAL:	12.99 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-D.BROWN	08/31/24	01	AMAZON-TONER		51-510-56-00-5620	75.35
			02	MENARDS#080624-REPLACEMENT		51-510-56-00-5638	10.27
			03	HANDLE		** COMMENT **	
			04	HOME DEPO-KEYS		51-510-56-00-5620	17.85
			05	HOME DEPO-CLOROX		51-510-56-00-5620	14.56
			06	MENARDS#082024-BLEACH		51-510-56-00-5620	21.54
						INVOICE TOTAL:	139.57 *
	092524-D.HENNE	08/31/24	01	SHERWIN WILLIAMS-PAINT		01-410-56-00-5640	40.00
			02	SHERWIN WILLIAMS-PAINT		01-410-56-00-5640	18.99
			03	MENARDS#073124-BAG STRAINER		01-410-56-00-5640	14.95
			04	MENARDS#080624-W&H KILLER		01-410-56-00-5620	19.85
			05	MENARDS#080924-BEE FOAM		01-410-56-00-5620	23.88
						INVOICE TOTAL:	117.67 *
	092524-D.SMITH	08/31/24	01	NEWSTRIPE-OUTLET VALVE KIT		79-790-56-00-5640	134.00
			02	MENARDS#082624-W&H KILLER		79-790-56-00-5620	29.12
			03	MENARDS#082024-BRUSH, ROLLER		79-790-56-00-5640	22.92
			04	COVERS, TRAY LINER		** COMMENT **	
			05	MENARDS#081924-AKINAFLEX		79-790-56-00-5640	33.94
			06	HOME DEPO-TRIM KIT		79-790-56-00-5640	9.81
			07	MENARDS#081224-MOULDING BAR		25-225-60-00-6020	28.98
			08	MENARDS#081224-MASON SAND		79-790-56-00-5640	10.36
			09	JOHN DEERE-FILTERS		79-790-56-00-5640	129.39
			10	HOME DEPO-BEECHER ROOF REPAIR		25-225-60-00-6020	240.07
			11	SUPPLIES		** COMMENT **	
			12	RURAL KING-CABLE TIES		79-790-56-00-5646	38.97
			13	RURAL KING-CABLE TIES		79-790-56-00-5646	38.97
			14	MENARDS#073024-SHINGLES		25-225-60-00-6020	145.96
			15	MENARDS#073024-ROOFING		79-790-56-00-5640	1,385.31
			16	MATERIALS		** COMMENT **	
						INVOICE TOTAL:	2,247.80 *
	092524-E.DHUSE	08/31/24	01	AMAZON-DISPOSABLE GLOVES		01-410-56-00-5620	333.15
			02	AMAZON-DISPOSABLE GLOVES		51-510-56-00-5620	333.15
			03	AMAZON-DISPOSABLE GLOVES		52-520-56-00-5620	333.15
						INVOICE TOTAL:	999.45 *
	092524-E.HERNANDEZ	08/31/24	01	MENARDS#073024-MORTAR MIX		01-410-56-00-5620	35.92
						INVOICE TOTAL:	35.92 *
	092524-E.WILLRETT	08/31/24	01	PHYSICIANS CARE-DRUG SCREENING		79-790-54-00-5462	225.00
			02	PDQ-SUBSCRIPTION RENEWAL		01-640-54-00-5450	1,338.75
			03	AMAZON-COMPUTER ACCESSORIES		01-640-54-00-5450	169.99
			04	FV OCCUPATIONAL-DRUG TESTS		82-820-54-00-5462	40.00

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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-E.WILLRETT	08/31/24	05	FV OCCUPATIONAL-DRUG TESTS		01-120-54-00-5462	80.00
			06	FV OCCUPATIONAL-DRUG TESTS		51-510-54-00-5462	320.00
						INVOICE TOTAL:	2,173.74 *
	092524-G.HASTINGS	08/31/24	01	ICCI-CERTIFICATE RENEWAL		01-220-54-00-5412	125.00
			02	RED WING-WORK BOOTS		01-220-56-00-5620	339.97
						INVOICE TOTAL:	464.97 *
	092524-G.JOHNSON	08/31/24	01	HOME DEPO-UTILITY KNIVES		51-510-56-00-5665	34.73
			02	AMAZON-RULERS		51-510-56-00-5620	10.80
						INVOICE TOTAL:	45.53 *
	092524-G.STREFFENS	08/31/24	01	NAPA#371229-FILTERS		52-520-56-00-5628	87.36
			02	NAPA#37097-PANEL FILTER		52-520-56-00-5628	68.50
			03	NAPA#371933-UREA DEF FILTER		52-520-56-00-5628	71.89
			04	NAPA#3712497-FILTERS		51-510-56-00-5628	35.70
			05	HOME DEPO-BATTERY, REACH TOOL		52-520-56-00-5630	278.00
			06	MENARDS#080224-BATTERIES		52-520-56-00-5620	17.74
			07	MENARDS#081324-STRAW, KEY RING		52-520-56-00-5620	23.24
			08	MENARDS#080824-FILE, END CAP		52-520-56-00-5620	9.28
			09	MENARDS#080824-DRILL BITS,		52-520-56-00-5620	90.36
			10	HANGER, BOLTS, BLADES, SCREWS		** COMMENT **	
						INVOICE TOTAL:	682.07 *
	092524-J.ANDERSON	08/31/24	01	MENARDS#080224-COTTER PIN		79-790-56-00-5620	1.98
						INVOICE TOTAL:	1.98 *
	092524-J.BAUER	08/31/24	01	ILAWWA-SANITARY LIFT STATION		52-520-54-00-5412	144.00
			02	& BOOSTER PUMP TRAINING FOR 3		** COMMENT **	
			03	PEOPLE		** COMMENT **	
						INVOICE TOTAL:	144.00 *
	092524-J.BEHLAND	08/31/24	01	IN TOWN STORAGE-MONTHLY		01-220-54-00-5485	308.00
			02	STORAGE UNIT		** COMMENT **	
			03	SHAW-UB CLERK AD		01-120-54-00-5462	640.44
			04	SHAW-LIBRARY VACANCY NOTICE		01-110-54-00-5426	225.00
			05	EASTERN-2024 MUNICIPAL CLERK		01-110-54-00-5412	715.00
			06	INSTITUTE REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	1,888.44 *
	092524-J.GALAUNER	08/31/24	01	BSN#926403882-BASEBALL COACHES		79-795-56-00-5606	3,495.00
			02	SHIRTS AND HATS		** COMMENT **	
			03	BSN#926420974-BASEBALL JERSEYS		79-795-56-00-5606	1,058.75
			04	BSN#926420973-BASEBALL JERSEYS		79-795-56-00-5606	1,193.50
			05	BSN#926420971-BASEBALL JERSEYS		79-795-56-00-5606	1,617.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-J.GALAUNER	08/31/24	06	BSN#926420976-BASEBALL JERSEYS		79-795-56-00-5606	1,501.50
			07	BSN#926420975-BASEBALL JERSEYS		79-795-56-00-5606	1,520.75
			08	BSN#926420972-BASEBALL JERSEYS		79-795-56-00-5606	1,386.00
			09	BSN#926420970-BASEBALL JERSEYS		79-795-56-00-5606	1,232.00
			10	BSN#926420969-SOCCER COACHES		79-795-56-00-5606	1,175.50
			11	SHIRTS		** COMMENT **	
			12	BSN#925968116-PITCHING RUBBERS		79-795-56-00-5606	165.00
			13	TEES		** COMMENT **	
			14	BASSET-BASET TRAINING		79-795-54-00-5412	12.99
						INVOICE TOTAL:	14,357.99 *
	092524-J.JACKSON	08/31/24	01	MENARDS#073124-HASP, KNIFE		52-520-56-00-5620	17.47
			02	MENARDS#073024-ELECTRICAL TAPE		52-520-56-00-5620	6.99
			03	MENARDS#080924-CLEANING WIPES		52-520-56-00-5620	15.63
			04	MENARDS#081524-BUG STOP		52-520-56-00-5620	13.48
						INVOICE TOTAL:	53.57 *
	092524-J.JENSEN	08/31/24	01	MCALISTERS-GRAD LUNCH		01-210-54-00-5415	28.24
			02	PARADISE-CAR WASH		01-210-54-00-5495	32.00
						INVOICE TOTAL:	60.24 *
	092524-J.NAVARRO	08/31/24	01	GLOBAL-EMERGENCY LIGHT		24-216-56-00-5656	135.54
			02	AMAZON-LOCK LUBE		24-216-56-00-5656	22.22
			03	AMAZON-LED LIGHT TUBES		24-216-56-00-5656	117.51
			04	AMAZON-WATER CLOSET CONTROL		24-216-56-00-5656	165.00
			05	MODULE		** COMMENT **	
			06	AMAZON-SEALANT		24-216-56-00-5656	165.25
			07	WATER SERVICES-WATER REPAIR		24-216-54-00-5446	115.00
			08	PHOENIX-COOKING EXHAUST		24-216-54-00-5446	840.00
			09	SYSTEM		** COMMENT **	
			10	AMAZON-COLD CONTROL KIT		24-216-56-00-5656	37.22
			11	AMAZON-RETURNED LOCK LUBE		24-216-56-00-5656	-13.55
						INVOICE TOTAL:	1,584.19 *
	092524-J.PETRAGALLO	08/30/24	01	QUICK LANE-OIL CHANGE		01-220-54-00-5490	63.32
			02	RED WING-WORK BOOTS		01-220-56-00-5620	299.98
			03	MENARDS#082124-WATER		01-220-56-00-5620	23.92
						INVOICE TOTAL:	387.22 *
	092524-J.SLEEZER	08/31/24	01	MENARDS#081324-POWER GRAB		01-410-56-00-5620	4.99
			02	MENARDS#080824-LED TEST BREAK		01-410-56-00-5620	11.99
			03	MENARDS#082624-STRAW		01-410-56-00-5640	77.88
			04	STEVENS-STAFF SHIRTS		01-410-56-00-5600	103.00
						INVOICE TOTAL:	197.86 *
	092524-J.WEISS	08/31/24	01	AMAZON-LABELS, BALLOONS		82-820-56-00-5671	42.56

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-J.WEISS	08/31/24	02	DOLLAR TREE-FOAM BOARD,		82-000-24-00-2480	16.25
			03	PAINT, BRUSHES SET, CUP		** COMMENT **	
			04	HOLDER, BASKETS		** COMMENT **	
			05	AMAZON-TATTOOS, BOOK		82-820-56-00-5671	41.88
				INVOICE TOTAL:			100.69 *
	092524-K.BALOG	08/31/24	01	ECHOVITA-SYMPATHY FLOWERS		01-210-56-00-5650	137.00
			02	AMAZON-YEAR STICKERS		01-210-56-00-5610	31.26
			03	AMAZON-COPY PAPER, PAPER		01-210-56-00-5610	460.98
			04	CLIPS, NOTE PADS, LETTER		** COMMENT **	
			05	OPENERS, CARDSTOCK, BINDER		** COMMENT **	
			06	CLIPS, PAPER CLIPS, PENS, CLIP		** COMMENT **	
			07	BOARDS, USB DRIVES, TISSUES		** COMMENT **	
			08	AMAZON-TRAFFIC CONES		01-210-56-00-5620	108.90
			09	COMCAST-08/15-09/14 INTERNET		24-216-54-00-5446	830.00
			10	SHREDIT-JUL 2024 SHREDDING		01-210-54-00-5462	257.61
			11	ACCURINT-JUL 2024 SEARCHES		01-210-54-00-5462	200.00
			12	CNA SURETY-BOND RENEWAL		01-210-54-00-5462	30.00
				INVOICE TOTAL:			2,055.75 *
	092524-K.BARKSDALE	08/31/24	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	59.99
			02	FEE		** COMMENT **	
				INVOICE TOTAL:			59.99 *
	092524-K.GREGORY	08/30/24	01	FACEBOOK-RIVER FEST ADS		79-795-54-00-5426	50.00
			02	PANERA-NBC SUPPLIES		01-110-56-00-5610	41.15
			03	BASSET-BASSET TRAINING		79-795-54-00-5412	12.99
				INVOICE TOTAL:			104.14 *
	092524-K.IHRIG	08/31/24	01	DOLLAR TREE-FUNNEL SET, SPOONS		79-795-56-00-5606	2.50
			02	TARGET-SCIENCE CAMP SUPPLIES		79-795-56-00-5606	85.26
			03	TARGET-SCIENCE CAMP SUPPLIES		79-795-56-00-5606	58.98
			04	LAKESHORE-RETURNED SUPPLIES		79-795-56-00-5606	-1.29
			05	LAKESHORE-DECORATIONS		79-795-56-00-5606	116.74
			06	LAKESHORE-DECORATIONS		79-795-56-00-5606	239.51
			07	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	96.94
			08	LAKESHORE-DECORATIONS		79-795-56-00-5606	47.26
			09	AMAZON-DECORATIONS		79-795-56-00-5606	28.48
			10	TARGET-VELCRO		79-795-56-00-5606	8.49
			11	TARGET-VELCRO		79-795-56-00-5606	5.66
			12	AMAZON-MAGNETS, STICKERS, ROCKS,		79-795-56-00-5606	238.80
			13	DOUGH, CLOTHPINS, ZIPLOCK BAGS, S		** COMMENT **	
			14	BASSET-BASSET TRAINING		79-795-54-00-5412	14.25
				INVOICE TOTAL:			941.58 *
	092524-K.JONES	08/31/24	01	AMPERAGE#2098145-LAMPS, TORKS		23-230-56-00-5642	91.44

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900153	FNBO FIRST NATIONAL BANK OMAHA				09/25/24		
	092524-K.JONES	08/31/24	02	AMPERAGE#2098158-LAMPS		23-230-56-00-5642	186.12
			03	AMPERAGE#2100579-LAMPS,TORKS		23-230-56-00-5642	306.96
			04	AMPERAGE#2103861-LOCKNUTS,STEE		23-230-56-00-5642	200.20
			05	L PENNY,NIPPLES,GROUND BUSHING		** COMMENT **	
			06	ARNESON#250701-JUL 2024 GAS		01-410-56-00-5695	153.43
			07	ARNESON#250701-JUL 2024 GAS		51-510-56-00-5695	153.43
			08	ARNESON#250701-JUL 2024 GAS		52-520-56-00-5695	153.44
			09	ARNESON#250702-JUL 2024 DIESEL		01-410-56-00-5695	213.06
			10	ARNESON#250702-JUL 2024 DIESEL		51-510-56-00-5695	213.06
			11	ARNESON#250702-JUL 2024 DIESEL		52-520-56-00-5695	213.06
			12	ARNESON#244747-JUL 2024 GAS		01-410-56-00-5695	317.02
			13	ARNESON#244747-JUL 2024 GAS		51-510-56-00-5695	317.02
			14	ARNESON#244747-JUL 2024 GAS		52-520-56-00-5695	317.01
			15	AQUAFIX#13834-VITASTIM GREASE		52-520-56-00-5613	1,118.36
			16	METRO INDUSTRY#64060-METRO		52-520-54-00-5444	360.00
			17	CLOUD DATA SERVICE FOR LIFT		** COMMENT **	
			18	STATIONS		** COMMENT **	
			19	AURORA-MAY 2024 WATER TESTING		51-510-54-00-5429	21.00
			20	AURORA-JUN 2024 WATER TESTING		51-510-54-00-5429	63.00
			21	ARNESON#244780-JUL 2024 DIESEL		01-410-56-00-5695	144.57
			22	ARNESON#244780-JUL 2024 DIESEL		51-510-56-00-5695	144.57
			23	ARNESON#244780-JUL 2024 DIESEL		52-520-56-00-5695	144.56
			24	ARNESON#244777-JUL 2024 GAS		01-410-56-00-5695	162.61
			25	ARNESON#244777-JUL 2024 GAS		51-510-56-00-5695	162.61
			26	ARNESON#244777-JUL 2024 GAS		52-520-56-00-5695	162.61
			27	ARNESON#244778-JUL 2024 DIESEL		01-410-56-00-5695	541.19
			28	ARNESON#244778-JUL 2024 DIESEL		51-510-56-00-5695	541.19
			29	ARNESON#244778-JUL 2024 DIESEL		52-520-56-00-5695	541.18
			30	UNIFIRST#851767-FIRST AID		52-520-56-00-5620	115.37
			31	SUPPLIES		** COMMENT **	
			32	CINTAS#OF94083231-QUARTERLY		51-510-54-00-5445	301.00
			33	MONITORING AT 610 TOWER		** COMMENT **	
			34	WATER PRODUCTS-COUPPLING, CURB		51-510-56-00-5640	1,270.20
			35	STOPS, COPPER TUBE		** COMMENT **	
			36	ARNESON#245210-JUL 2024 DIESEL		01-410-56-00-5695	149.14
			37	ARNESON#245210-JUL 2024 DIESEL		51-510-56-00-5695	149.14
			38	ARNESON#245210-JUL 2024 DIESEL		52-520-56-00-5695	149.15
			39	ARNESON#245211-JUL 2024 GAS		01-410-56-00-5695	225.33
			40	ARNESON#245211-JUL 2024 GAS		51-510-56-00-5695	225.33
			41	ARNESON#245211-JUL 2024 GAS		52-520-56-00-5695	225.33
			42	FURGUSON-MARKING PAINT		01-410-56-00-5665	982.79
			43	GJOVIKS#445429-BRAKE REPAIR		01-410-54-00-5490	533.50
			44	WATER PRODUCTS#0323884-BUTYL		51-510-56-00-5640	60.00
			45	RUBBER		** COMMENT **	
			46	WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	76.80

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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-K.JONES	08/31/24	47	WELDSTAR-NITROGEN		01-410-54-00-5485	68.04
			48	ARNESON#251975-JUL 2024 GAS		01-410-56-00-5695	66.21
			49	ARNESON#251975-JUL 2024 GAS		51-510-56-00-5695	66.21
			50	ARNESON#251975-JUL 2024 GAS		52-520-56-00-5695	66.20
			51	WATER PRODUCTS#0324007-FLANGE		51-510-56-00-5640	410.40
			52	CINTAS#OF94083233-QUARTERLY		51-510-54-00-5445	301.00
			53	MONITORING AT 3299 LEHMAN		** COMMENT **	
			54	CINTAS#OF94083232--QUARTERLY		51-510-54-00-5445	301.00
			55	MONITORING AT 2224 TREMONT		** COMMENT **	
			56	AMPERAGE#2110044-STRESSCRETE		23-230-56-00-5642	3,378.42
				INVOICE TOTAL:			16,063.26 *
	092524-M.BARBANENTE	08/31/24	01	HOBBY LOBBY-PAPER CRAFTS		79-795-56-00-5606	16.08
			02	TARGET-CLEANING SUPPLIES		79-795-56-00-5606	80.73
			03	YORK ACE-KEYS		79-795-56-00-5606	15.96
			04	TARGET-SHELVES, BOOKS		79-795-56-00-5606	40.45
			05	HOBBY LOBBY-PAPER CRAFTS		79-795-56-00-5606	5.36
			06	TARGET-SHELVES, TAPE, CONNECTORS		79-795-56-00-5606	31.86
			07	HOBBY LOBBY-CLASSROOM DECOR		79-795-56-00-5606	19.49
			08	HOBBY LOBBY-CLASSROOM DECOR		79-795-56-00-5606	30.50
				INVOICE TOTAL:			240.43 *
	092524-M.CARYLE	08/31/24	01	IACP-ANNUAL CONFERENCE		01-210-54-00-5412	500.00
			02	REGISTRATION		** COMMENT **	
			03	AIRGAS-CARBON DIOXIDE		01-210-56-00-5620	110.39
			04	GJOVIKS#444464-OIL CHANGE		01-210-54-00-5495	58.43
			05	GJOVIKS#444482-OIL CHANGE		01-210-54-00-5495	42.00
			06	GJOVIKS#444279-OIL CHANGE		01-210-54-00-5495	40.38
			08	GJOVIKS#444273-SQUAD REPAIR		01-210-54-00-5495	1,715.72
			09	GJOVIKS#444902-TIRES REPLACED		01-210-54-00-5495	667.23
			10	GJOVIKS#444076-AC RECHARGE		01-210-54-00-5495	234.91
			11	GJOVIKS#444386-BRAKE REPAIR,		01-210-54-00-5495	3,463.60
			12	COOLANT LEAK REPAIR, REPLACE		** COMMENT **	
			13	FRONT CONTROL ARMS		** COMMENT **	
			14	GJOVIKS#445071-REPLACE		01-210-54-00-5495	388.12
			15	ACTUATORS		** COMMENT **	
			16	GALLS-WORK BOOTS		01-210-56-00-5600	174.95
			17	HAMPTON INN-CONFERENCE		01-210-54-00-5415	307.80
			18	LODGING		** COMMENT **	
				INVOICE TOTAL:			7,703.53 *
	092524-M.CISIJA	08/31/24	01	TARGET-ARTIFICIAL PLANTS		01-110-56-00-5610	32.50
			02	KENDALL PRINT-NAME PLATE		01-110-56-00-5610	21.90
			03	AMAZON-BUSINESS CARD HOLDER		01-110-56-00-5610	53.79
				INVOICE TOTAL:			108.19 *

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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-M.CURTIS	08/31/24	01	AMAZON-PAINTING CANVASES		82-820-56-00-5610	39.58
						INVOICE TOTAL:	39.58 *
	092524-M.MCGREGORY	08/31/24	01	JC LICHT-PAINT		51-510-56-00-5640	66.00
			02	MENARDS#073124-EXTENSION WAND,		51-510-56-00-5620	17.95
			03	HANGER		** COMMENT **	
			04	MENARDS#073124-PVC PIPE,HANGER		51-510-56-00-5620	37.91
			05	MENARDS#082324-FISH TAPE,		51-510-56-00-5630	62.47
			06	UTILITY KNIVES,EXTENSION WAND		** COMMENT **	
						INVOICE TOTAL:	184.33 *
	092524-M.NELSON	08/31/24	01	MENARDS#082924-WIPER BLADES,		01-210-54-00-5495	55.90
			02	REFRIGERANT		** COMMENT **	
						INVOICE TOTAL:	55.90 *
	092524-M.SENG	08/31/24	01	YORK ACE-PURGE PUMP,FILTER		01-410-56-00-5640	22.97
			02	MENARDS#080724-MIXER,STRAINER		01-410-56-00-5640	34.92
			03	MENARDS#082124-STAPLER,STAPLES		01-410-56-00-5630	19.17
						INVOICE TOTAL:	77.06 *
	092524-M.WARD	08/31/24	01	AMAZON-BOOK		82-820-56-00-5686	20.59
						INVOICE TOTAL:	20.59 *
	092524-P.LANDA	08/31/24	01	MENARDS#082324-BATTERIES		79-790-56-00-5620	16.31
						INVOICE TOTAL:	16.31 *
	092524-P.MCMAHON	08/31/24	01	TARGET-WATER		01-210-56-00-5620	9.77
			02	EPOLICE SUPPLY-BADGES		01-210-56-00-5600	249.95
			03	KENDALL PRINT-12 CERTIFICATES		01-210-54-00-5430	10.00
			04	PF PETTINGBONE-1 PHOTO ID		01-210-54-00-5430	19.00
			05	O'HERRON-PANTS		01-210-56-00-5600	59.36
			06	KENDALL PRINT-4 TRAINING		01-210-54-00-5430	21.55
			07	MANUALS		** COMMENT **	
			08	BADGE & WALLET-3 BADGES		01-210-56-00-5600	466.50
			09	O'HERRON-SERVICE UNIFORM-		01-210-56-00-5600	916.14
			10	VARGAS		** COMMENT **	
			11	GALLS-NAME TAG		01-210-56-00-5600	22.11
			12	STEVENS-EMBROIDERY		01-210-56-00-5600	60.00
						INVOICE TOTAL:	1,834.38 *
	092524-P.RATOS	08/31/24	01	AMAZON-HEAD LIGHTS		01-220-54-00-5490	39.99
			02	ICC-BUILDING CODE PLAN BOOK		01-220-56-00-5620	35.95
			03	AMAZON-WORK GLOVES		01-220-56-00-5620	92.97
			04	AMAZON-WORK GLOVES		01-220-56-00-5620	165.91
			05	TRAIN I-R -MANAGING TOXIC		01-220-54-00-5412	145.00

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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-P.RATOS	08/31/24	06	EMPLOYEES CONFERENCE		** COMMENT **	
			07	REGISTRATION		** COMMENT **	
			08	AMAZON-SMALL TOOL POUCHES		01-220-56-00-5620	21.99
			09	AMAZON-CIRCUIT BREAKER TOOL		01-220-56-00-5620	164.94
			10	KITS		** COMMENT **	
						INVOICE TOTAL:	666.75 *
	092524-P.SCODRO	08/31/24	01	NAPA#371689-FILTERS		51-510-56-00-5628	47.33
			02	MENARDS#073124-FISH TAPE,		51-510-56-00-5620	87.45
			03	CABLE TIES, SEALING COMPOUND		** COMMENT **	
			04	CULVERS-TRAINING MEAL		51-510-54-00-5415	11.27
			05	NAPA#372227-ABSORBANT		51-510-56-00-5620	38.97
			06	MENARDS#BATTERY		51-510-56-00-5630	149.00
			07	MENARDS#080124-BATTERY		51-510-56-00-5620	39.99
			08	INVERTER		** COMMENT **	
			09	MENARDS#082324-PEAK HP		51-510-56-00-5620	113.97
			10	MENARDS#082324-BLEACH		51-510-56-00-5620	21.54
			11	MENARDS#082224-CLEANING FLUID		51-510-56-00-5620	19.96
						INVOICE TOTAL:	529.48 *
	092524-R.CONARD	08/31/24	01	MENARDS#081624-PVC ADAPTERS,		51-510-56-00-5620	72.11
			02	CAPS, BUSHING, TEES, PIPE		** COMMENT **	
			03	CULVERS-TRAINING MEAL		51-510-54-00-5415	15.07
						INVOICE TOTAL:	87.18 *
	092524-R.FREDRICKSON	08/31/24	01	COMCAST-07/13-08/12 INTERNET		51-510-54-00-5440	119.85
			02	AT 610 TOWER OFC PLANT		** COMMENT **	
			03	GFOA-ACCOUNTING CHANGES AND		01-120-54-00-5412	85.00
			04	ERROR CORRECTIONS WEBINAR		** COMMENT **	
			05	GFOA-REVENUE POLICIES VIRTUAL		01-120-54-00-5412	315.00
			06	TRAINING		** COMMENT **	
			07	COMCAST-07/15-08/14 INTERNET		79-795-54-00-5440	221.48
			08	AT 102 VAN EMMON		** COMMENT **	
			09	NEWTEK-8/11-9/11 WEB HOSTING		01-640-54-00-5450	17.21
			10	COMCAST-07/29-08/28 SERVICES		79-790-54-00-5440	269.22
			11	AT 185 WOLF		** COMMENT **	
			12	COMCAST-07/30-08/29 INTERNET		52-520-54-00-5440	31.58
			13	AT 610 TOWER		** COMMENT **	
			14	COMCAST-07/30-08/29 INTERNET		01-410-54-00-5440	126.32
			15	AT 610 TOWER		** COMMENT **	
			16	COMCAST-07/30-08/29 INTERNET		51-510-54-00-5440	78.95
			17	AT 610 TOWER		** COMMENT **	
			18	GFOA-OVERVIEW OF PUBLIC		01-120-54-00-5412	315.00
			19	PROCUREMENT VIRTUAL TRAINING		** COMMENT **	
						INVOICE TOTAL:	1,579.61 *

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900153	FNBO FIRST NATIONAL BANK OMAHA				09/25/24		
	092524-R.HODOUS	08/31/24	01	MENARDS#082724-CABLE TIES,		79-790-56-00-5620	121.63
			02	SPINDLES		** COMMENT **	
						INVOICE TOTAL:	121.63 *
	092524-R.HORNER	08/31/24	01	MNEARDS#080124-MISC.		79-790-56-00-5640	396.10
			02	PLAYGROUND REPAIR SUPPLIES		** COMMENT **	
			03	MENARDS#080224-COUPPING, ANGLE		79-790-56-00-5640	141.53
			04	SHOCK TREATMENT, CONNECTORS		** COMMENT **	
			05	AMAZON-HYDRANT ADAPTER		79-790-56-00-5640	33.96
			06	AMAZON-RETURNED HITCH		79-790-56-00-5640	-1,041.98
			07	MENARDS#081524-RAINTREE		79-790-56-00-5620	1,149.92
			08	BRIDGE REPAIR SUPPLIES		** COMMENT **	
			09	MENARDS#082124-RAINTREE		79-790-56-00-5640	574.07
			10	BRIDGE REAPIR SUPPLIES		** COMMENT **	
			11	MENARDS#082324-RETURNED SCREWS		79-790-56-00-5640	-16.29
			12	HOME DEPO-EXTENSION CORDS		79-790-56-00-5640	48.56
			13	MENARDS#082724-LUG KIT		79-790-56-00-5640	17.96
			14	MENARDS#082324-SAW BLADES		79-790-56-00-5640	106.96
			15	PLAYGROUNG GUARDIAN-SOFTWARE		79-790-56-00-5620	2,000.00
			16	RENEWAL		** COMMENT **	
						INVOICE TOTAL:	3,410.79 *
	092524-R.MIKOLASEK	08/31/24	01	IACP-ANNUAL CONFERENCE		01-210-54-00-5412	500.00
			02	REGISTRATION		** COMMENT **	
			03	ILEAS-ANNUAL MEMBERSHIP DUES		01-210-54-00-5460	120.00
			04	JERSEY MIKES-MEALS		01-210-54-00-5415	51.88
						INVOICE TOTAL:	671.88 *
	092524-R.NILES	08/31/24	01	TARGET-GHOSTBUSTER SUPPLIES		79-795-56-00-5606	11.88
			02	MENARDS#080124-CONTRACTOR BAGS		79-795-56-00-5606	20.98
			03	DOLLAR TREE-TABLE CLOTHE		79-795-56-00-5606	1.25
			04	TARGET-BUNS		79-795-56-00-5607	15.00
			05	TARGET-BLEACH, VINEGAR		79-795-56-00-5606	30.14
						INVOICE TOTAL:	79.25 *
	092524-S.AUGUSTINE	08/31/24	01	AMAZON-BOOKS		82-000-24-00-2480	157.85
			02	VERDE-FINAL PROJECT PAYMENT-		82-820-54-00-5462	400.00
			03	SAMPLING/DIAGNOSIS		** COMMENT **	
			04	AMAZON-MONTHLY PRIME FEE		82-820-54-00-5460	14.99
			05	AMAZON-LOST & FOUND TAGS		82-820-56-00-5610	63.99
			06	AMAZON-FILE FOLDERS		82-820-56-00-5610	5.99
			07	OLSSON-DIAGNOSTIC ON SPLITTING		82-820-54-00-5495	992.00
			08	JOINTS		** COMMENT **	
			09	FAST FORWARD-50% OF STRATEGIC		82-820-54-00-5462	11,700.00
			10	PLANNING PROCESS		** COMMENT **	

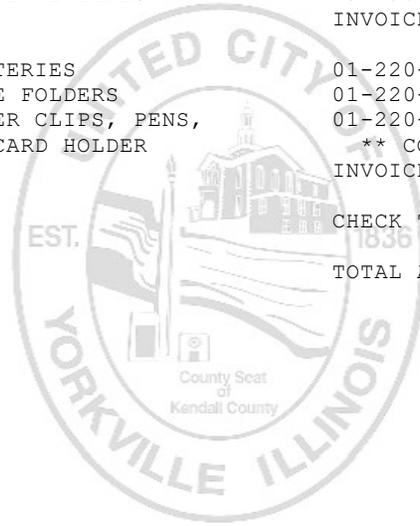
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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-S.AUGUSTINE	08/31/24	11	AMAZON-FACE MASKS		82-820-56-00-5610	8.30
			12	AMAZON-TAPE,CORRECTION TAPE		82-820-56-00-5621	38.00
			13	AMAZON-CLEANING, DISINFECTING		82-820-56-00-5610	36.88
			14	WIPES		** COMMENT **	
						INVOICE TOTAL:	13,418.00 *
	092524-S.IWANSKI	08/31/24	01	YORK POST-POSTAGE		82-820-54-00-5452	19.73
			02	MENARDS#082024-BATTERIES		82-820-56-00-5620	3.99
						INVOICE TOTAL:	23.72 *
	092524-S.MENDEZ	08/31/24	01	ILAPA-3 DAY CONFERENCE		01-220-54-00-5412	420.00
			02	REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	420.00 *
	092524-S.REDMON	08/31/24	01	AT&T UVERSE-TOWN SQUARE PARK		79-795-54-00-5440	146.58
			02	SIGN INTERNET		** COMMENT **	
			03	4 IMPRINT-HOLIDAY RACE BEANIES		79-795-56-00-5606	457.71
			04	E-Z UP-POP UP TENTS		25-225-60-00-6060	515.00
			05	AMAZON-DRINKS		79-795-56-00-5606	104.30
			06	RUNCO-COPY PAPER		79-795-56-00-5610	137.97
			07	RUNCO-WIPES,PAPER TOWELS		79-795-56-00-5606	154.69
			08	RUNCO-TRASH BAGS		79-795-56-00-5640	26.22
			09	RUNCO-TRASH BAGS		79-795-56-00-5607	79.49
			10	WALMART-STRAWS		79-795-56-00-5606	15.84
			11	AMPERAGE#2105544-MOGULS		79-790-56-00-5640	33.99
			12	AMPERAGE#2109854-PHOTOCELLS		79-790-56-00-5640	129.60
			13	ARNESON#245212-JUL 2024 DIESEL		79-790-56-00-5695	247.55
			14	ARNESON#251900-AUG 2024 DIESEL		79-790-56-00-5695	365.40
			15	ARNESON#251901-AUG 2024 GAS		79-790-56-00-5695	1,073.23
			16	ARNESON#251977-JUL 2024 GAS		79-790-56-00-5695	1,076.71
			17	ARNESON#245213-JUL 2024 GAS		79-790-56-00-5695	1,226.55
			18	AMAZON-CUPS,BOTTLE OPENER		79-795-56-00-5602	61.00
			19	GOLD MEDAL#416802-NATIONAL		79-795-56-00-5606	941.30
			20	NIGHT OUT SUPPLIES		** COMMENT **	
			22	AMAZON-MUSIC & MINGLE STICKERS		79-795-56-00-5602	28.97
			23	AMAZON-MUSIC & MINGLE STICKERS		79-795-56-00-5602	51.65
			24	AMAZON-MUSIC & MINGLE STICKERS		79-795-56-00-5602	30.37
			25	AMAZON-BACK DROP ARCHES		25-225-60-00-6060	263.96
			26	4 IMPRINT-RACE BEANIES		79-795-56-00-5606	694.52
			27	AMAZON-BREW & BBQ SUPPLIES		79-795-56-00-5602	123.17
			28	SAMS-BUNS		79-795-56-00-5607	25.06
			29	EVENTBRITE-ILLINOIS PADDLING		79-795-54-00-5412	110.40
			30	COUNCIL DINNER		** COMMENT **	
			31	REGISTRATION-WILBERG & LANE		** COMMENT **	
			32	WALMART-BEER TENT SUPPLIES		79-795-56-00-5602	84.82

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900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-S.REDMON	08/31/24	33	AMAZON-BACKDROP ARCHES		25-225-60-00-6060	87.99
			34	WALMART-BUNS		79-795-56-00-5607	4.38
			35	WALMART-ICEJUICE		79-795-56-00-5606	13.48
			36	SAMS-RETURNED DRINKS		79-795-56-00-5606	-75.68
			37	SHAWS TENT-TENT RENTAL		79-795-56-00-5602	4,100.00
			38	AMAZON-DRINK SUPPLIES		79-795-56-00-5602	49.44
			39	AMAZON-CRICUT SUPPLIES		79-795-56-00-5606	69.93
			40	AMAZON-HOMETOWN DAY ACTIVITY		79-795-56-00-5602	42.99
			41	SUPPLIES		** COMMENT **	
			42	AMAZON-POPOP TENTS		25-225-60-00-6060	892.20
			43	JACKSON-HIRSH-LAMINATING		79-795-56-00-5602	221.98
			44	RUNCO-PAPER, MARKERS, TAPE,		79-795-56-00-5602	158.35
			45	CLEANER, RETRACTABLE KNIVES,		** COMMENT **	
			46	PENS, TOWELS		** COMMENT **	
			47	RUNCO-PAPER TOWELS		79-795-56-00-5602	30.92
			48	TARGET-DRINKS,CLEANING		79-795-56-00-5602	73.40
			49	SUPPLIES		** COMMENT **	
			50	SENIOR SERVICES-STAFF FOOD		79-795-56-00-5606	210.00
			51	CAROUSEL SOUND-CAR SHOW DJ		79-795-56-00-5602	500.00
			52	CASEYS-ICE		79-795-56-00-5607	48.40
			53	WALMART-ICE CREAM, STRING		79-795-56-00-5606	75.43
						INVOICE TOTAL:	14,709.26 *
	092524-S.REMUS	08/31/24	01	FAIRYTALE-HOMETOWN DAYS		79-795-56-00-5602	4,075.00
			02	CHARACTERS		** COMMENT **	
			03	BASSET-BASSET TRAINING		79-795-54-00-5412	12.99
						INVOICE TOTAL:	4,087.99 *
	092524-S.SENDRA	08/30/24	01	AMAZON-NNO SUPPLIES REFUND		79-795-56-00-5606	-75.61
			02	MENARDS#081724-DOWELS, HOOKS		79-795-56-00-5606	13.05
			03	AMAZON-STRAWS		79-795-56-00-5602	51.96
			04	AMAZON-STRAWS		79-795-56-00-5602	59.85
			05	AMAZON-ARCH & BACKDROP COVERS		79-795-56-00-5602	280.19
			06	AMAZON-RETURNED COVERS		79-795-56-00-5606	-35.99
			07	AMAZON-NAME STICKERS		79-795-56-00-5602	19.59
			08	AMAZON-STICKERS		79-795-56-00-5602	31.60
			09	AMAZON-BALLOON ARCH KIT		79-795-56-00-5606	69.95
			10	AMAZON-COVERS		79-795-56-00-5602	87.78
			11	AMAZON-BALLOON ARCH KITS		79-795-56-00-5602	90.88
			12	HOBBY LOBBY-PAPER CRAFTS		79-795-56-00-5602	38.94
						INVOICE TOTAL:	632.19 *
	092524-S.SLEEZER	08/31/24	01	GROUND EFFECT#498290-MULCH		79-790-56-00-5640	1,670.50
			02	LINEX-TRUCK BED LINER		79-790-54-00-5495	780.00
			03	HOME DEPO-ROOF SPRAY		25-225-60-00-6020	78.94

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-S.SLEEZER	08/31/24	04	HOME DEPO-GUTTER APRON		25-225-60-00-6020	50.52
			05	MENARDS#080724-FLASHING		25-225-60-00-6020	10.99
			06	MENARDS#080824-CONCRETE MIX		79-790-56-00-5640	217.60
			07	GROUND EFFECT#498826-ADHESIVE,		79-790-56-00-5640	55.70
			08	CLEANER		** COMMENT **	
			09	MENARDS#081224-CONTRACTOR BAGS		79-790-56-00-5620	702.83
			10	GROUND EFFECT#498878-PLAYMAT		79-790-56-00-5640	1,624.00
			11	STEVENS-STAFF SHIRTS		79-790-56-00-5620	546.00
			12	MENARDS#072924-TOUCH KEYPAD,		79-790-56-00-5640	142.71
			13	EPOXY		** COMMENT **	
			14	SAMS-HOT DOGS, BUNS, CHIPS,		79-795-56-00-5602	425.23
			15	CONDIMENTS, HAMBURGERS, BRATS		** COMMENT **	
				INVOICE TOTAL:			6,305.02 *
	092524-T.EVANS	08/31/24	01	BASSET-BASSET TRAINING		79-795-54-00-5412	14.25
				INVOICE TOTAL:			14.25 *
	092524-T.LOWRY	08/31/24	01	MENARDS#082324-RETURN CREDIT		79-790-56-00-5640	-26.91
			02	MENARDS#080524-MOTAR MIX		79-790-56-00-5640	31.25
			03	MENARDS#081324-NUTS,BOLTS,HOSE		79-790-56-00-5640	50.70
			04	MENARDS#082024-HOSE, SCREWS		79-790-56-00-5640	78.79
				INVOICE TOTAL:			133.83 *
	092524-T.MILSCHEWSKI	08/31/24	01	ILLCO-FILTERS		82-820-54-00-5495	148.95
			02	ILLCO-HARDWARE		24-216-56-00-5656	184.65
			03	ILLCO-FILTERS		24-216-56-00-5656	355.52
			04	MENARDS#082024-POST SUPPORTS		24-216-56-00-5656	29.98
			05	MENARDS#082024-HOLE SAW,BITS		24-216-56-00-5656	19.14
			06	MENARDS#081624-PVC PIPE,		24-216-56-00-5656	83.45
			07	COUPLING, ADHESIVE		** COMMENT **	
			08	MENARDS#082124-TRANSMITTER,		24-216-56-00-5656	37.17
			09	VINEGAR		** COMMENT **	
			10	MENARDS#082124-ADHESIVE		24-216-56-00-5656	6.36
			11	MENARDS#073024-SPRAY PAINT		24-216-56-00-5656	6.98
			12	MENARDS#081324-BATTERIES		24-216-56-00-5656	50.91
			13	MENARDS#081224-DOWNSPOUT		24-216-56-00-5656	16.48
			14	MENARDS#081424-PIPE, ELBOWS		24-216-56-00-5656	19.35
			15	MENARDS#072924-REFLECTIVE		24-216-56-00-5656	3.92
			16	LETTERS		** COMMENT **	
				INVOICE TOTAL:			962.86 *
	092524-T.SCOTT	08/31/24	01	MENARDS#082124-BRUSH		79-790-56-00-5630	5.94
			02	MENARDS#081224-SHINGLES		79-790-56-00-5640	79.78
				INVOICE TOTAL:			85.72 *
	092524-UCOY	08/31/24	01	ATI-ELECTRICAL EQUIPMENT FOR		79-795-56-00-5602	1,648.73

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900153	FNBO	FIRST NATIONAL BANK OMAHA			09/25/24		
	092524-UCOY	08/31/24	02	HOMETOWN DAYS		** COMMENT ** INVOICE TOTAL:	1,648.73 *
	092527-T.HOULE	08/31/24	01	NAPA#371102-MOTOR OIL		79-790-56-00-5640	39.96
			02	NAPA#370781-MOTOR OIL		79-790-56-00-5640	119.88
			03	NAPA#370902-TACKY GREASE		79-790-56-00-5640	92.90
			04	R&P CARRIAGES-AXEL, BOLTS,		79-790-56-00-5640	348.00
			05	REBUILT KIT, SPRINGS		** COMMENT **	
			06	FLATSOS#32527-2 TIRES		79-790-54-00-5495	166.66
						INVOICE TOTAL:	767.40 *
	92524-G.NELSON	08/31/24	01	AMAZON-BATTERIES		01-220-56-00-5620	30.48
			02	AMAZON-FILE FOLDERS		01-220-56-00-5610	65.38
			03	AMAZON-PAPER CLIPS, PENS,		01-220-56-00-5610	40.64
			04	BUSINESS CARD HOLDER		** COMMENT **	
						INVOICE TOTAL:	136.50 *
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						TOTAL AMOUNT PAID:	110,733.21

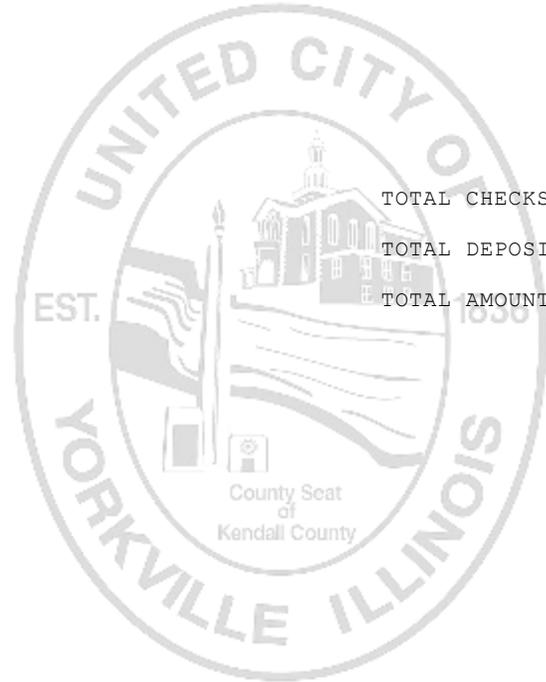


UNITED CITY OF YORKVILLE  
 CHECK REGISTER

INVOICES DUE ON/BEFORE 09/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003716	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	OCT 2024	09/25/24	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00	
			02	ASSISTANCE PROGRAM RENT	** COMMENT **			
			03	REIMBURSEMENT FOR OCT 2024	** COMMENT **			
					INVOICE TOTAL:		946.00 *	
					DIRECT DEPOSIT TOTAL:		946.00	

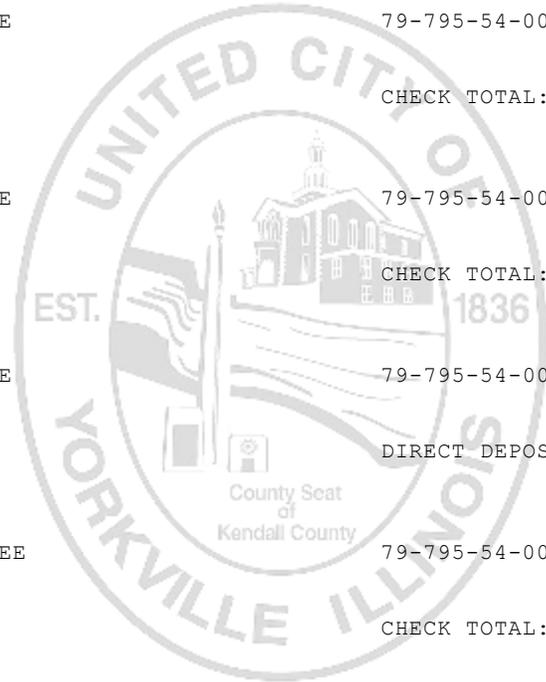
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 TOTAL DEPOSITS PAID: 946.00  
 TOTAL AMOUNT PAID: 946.00



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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 09/27/2024

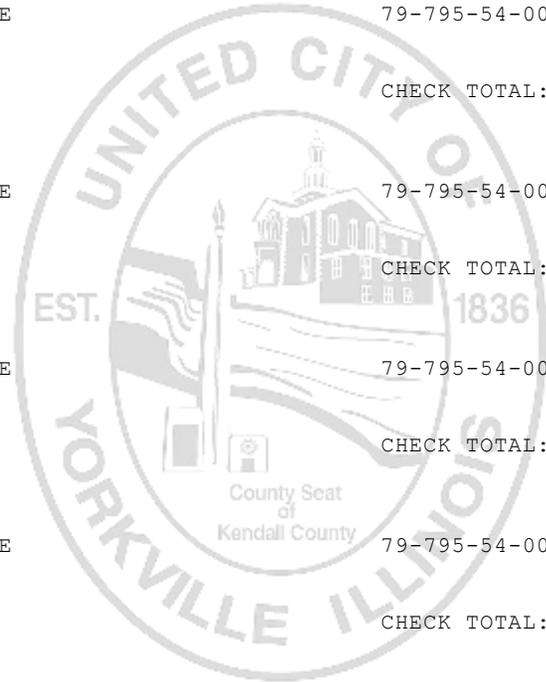
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541377	ASHMOREE EARL ASHMORE						
	091424	09/14/24	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
541378	BARONA ALEXANDER JAMES BARON						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		145.00
						INVOICE TOTAL:	145.00 *
					CHECK TOTAL:		145.00
541379	CALHOUNC CAMDEN CALHOUN						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
					CHECK TOTAL:		90.00
D003710	CULLENT TREVOR CULLEN						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					DIRECT DEPOSIT TOTAL:		150.00
541380	EVINST W. THOMAS EVINS						
	091424	09/14/24	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00
541381	FOXE ELLA FOX						



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 09/27/2024

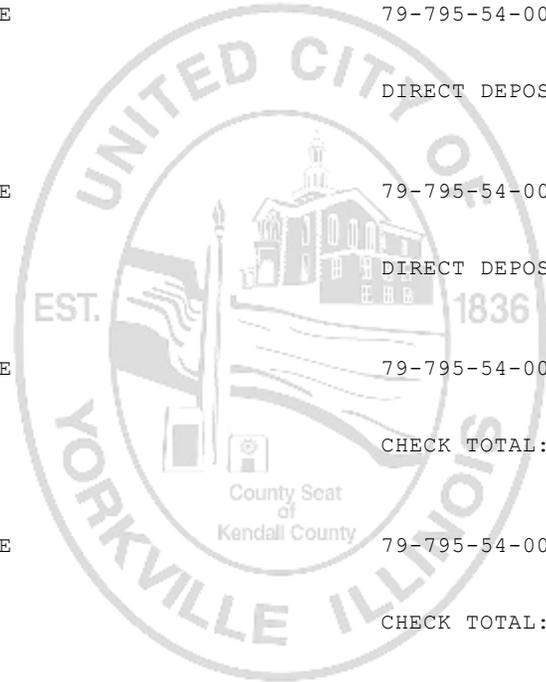
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541381	FOXE ELLA FOX	09/14-09/20 09/24/24	01	UMPIRE	79-795-54-00-5462		80.00
						INVOICE TOTAL:	80.00 *
					CHECK TOTAL:		80.00
541382	GAMBROA ABIGAIL GAMBRO	09/14-09/20 09/24/24	01	UMPIRE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
					CHECK TOTAL:		125.00
541383	GONZALER RAYMUNDO GONZALEZ	09/14-09/20 09/24/24	01	UMPIRE	79-795-54-00-5462		225.00
						INVOICE TOTAL:	225.00 *
					CHECK TOTAL:		225.00
541384	KEITHM MASON KEITH	09/14-09/20 09/24/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
					CHECK TOTAL:		35.00
541385	KOCURJ JAXSON KOCUR	09/14-09/20 09/24/24	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00
541386	LIPSCOJA JACOB LIPSCOMB						



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 09/27/2024

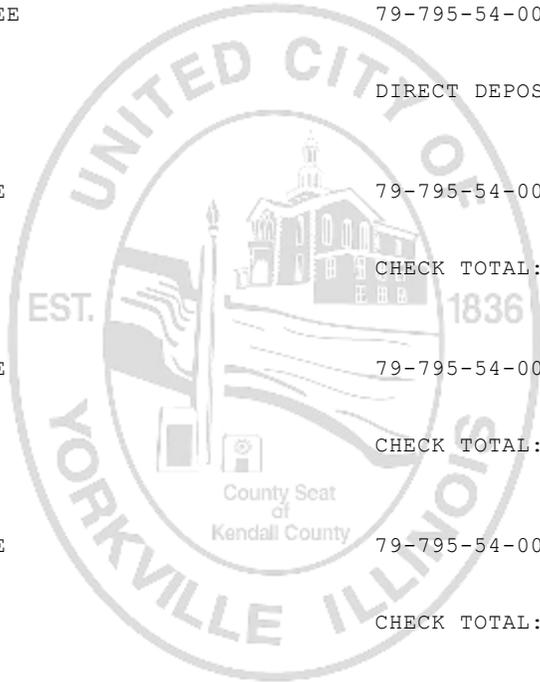
CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541386	LIPSCOJA	JACOB LIPSCOMB						
	09/14-09/20		09/24/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								CHECK TOTAL: 80.00
D003711	MATSONA	AIDAN MATSON						
	09/14-09/20		09/24/24	01	UMPIRE	79-795-54-00-5462		90.00
								INVOICE TOTAL: 90.00 *
								DIRECT DEPOSIT TOTAL: 90.00
D003712	MAYNARDL	LAURENCE R. MAYNARD						
	09/14-09/20		09/24/24	01	UMPIRE	79-795-54-00-5462		180.00
								INVOICE TOTAL: 180.00 *
								DIRECT DEPOSIT TOTAL: 180.00
541387	MCCORMAJ	JEFFREY MCCORMACK						
	09/14-09/20		09/24/24	01	UMPIRE	79-795-54-00-5462		225.00
								INVOICE TOTAL: 225.00 *
								CHECK TOTAL: 225.00
541388	MORRICKB	BRUCE MORRICK						
	091924		09/19/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
541389	NAROLESS	STEPHANIE NAROLESKI						



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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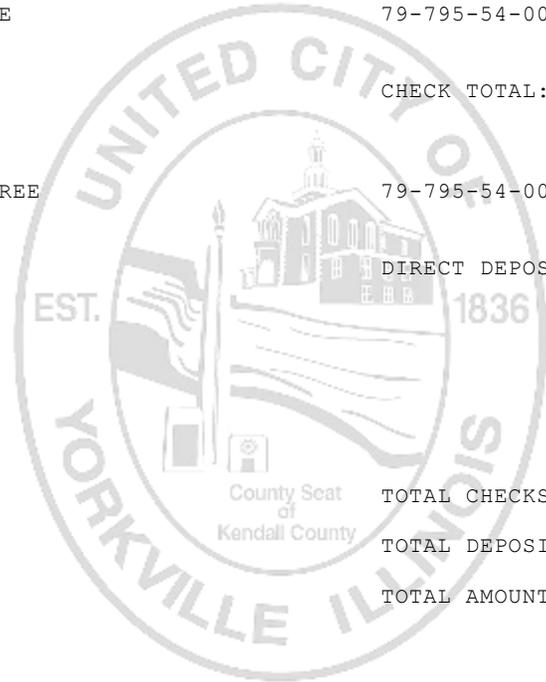
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541389	NAROLESS STEPHANIE NAROLESKI						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
						CHECK TOTAL:	75.00
D003713	OLEARYM MARTIN J. O'LEARY						
	091524	09/15/24	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00
541390	PILKINGP PAYTON M PILKINGTON						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
541391	RIETZR ROBERT L. RIETZ JR.						
	091924	09/19/24	01	UMPIRE	79-795-54-00-5462		168.00
						INVOICE TOTAL:	168.00 *
						CHECK TOTAL:	168.00
541392	TATET TOM TATE						
	09/14-09/20	09/24/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00
D003714	WALTJOSH JOSH WALTERS						



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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CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003714	WALTJOSH	JOSH WALTERS						
	09/14-09/20		09/24/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								DIRECT DEPOSIT TOTAL: 75.00
541393	WASONG	GERALD WASON						
	091424		09/19/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
D003715	WASSERBN	NATALIE WASSERBERG						
	091424		09/14/24	01	RERFEREE	79-795-54-00-5462		300.00
								INVOICE TOTAL: 300.00 *
								DIRECT DEPOSIT TOTAL: 300.00
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								TOTAL DEPOSITS PAID: 945.00
								TOTAL AMOUNT PAID: 3,009.00



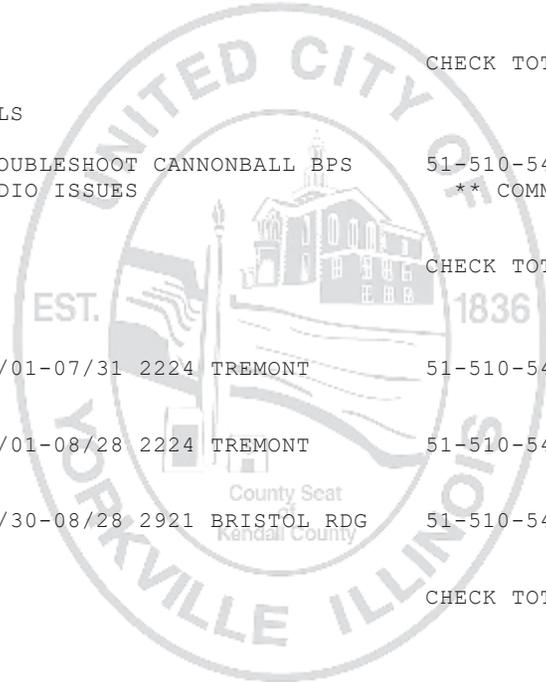
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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN                   | 12-112 SUNFLOWER SSA              | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY 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       |                                  |                         |

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541396	AACVB	AURORA AREA CONVENTION						
	08/24-ALL	08/14/24	01	AUG 2024 ALL SEASON HOTEL TAX	01-640-54-00-5481		67.74	
						INVOICE TOTAL:	67.74 *	
	08/24-SUNSET	09/18/24	01	AUG 2024 SUNSET HOTEL TAX	01-640-54-00-5481		11.88	
						INVOICE TOTAL:	11.88 *	
					CHECK TOTAL:		79.62	
541397	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	24-4653	09/05/24	01	TROUBLESHOOT CANNONBALL BPS	51-510-54-00-5445		240.00	
			02	RADIO ISSUES	** COMMENT **			
						INVOICE TOTAL:	240.00 *	
					CHECK TOTAL:		240.00	
541398	AEPENERG	AEP ENERGY						
	3025129010-0724	09/06/24	01	07/01-07/31 2224 TREMONT	51-510-54-00-5480		9,404.03	
						INVOICE TOTAL:	9,404.03 *	
	3025129010-0824	09/06/24	01	08/01-08/28 2224 TREMONT	51-510-54-00-5480		8,778.82	
						INVOICE TOTAL:	8,778.82 *	
	3025129065-0824	09/06/24	01	07/30-08/28 2921 BRISTOL RDG	51-510-54-00-5480		6,749.81	
						INVOICE TOTAL:	6,749.81 *	
					CHECK TOTAL:		24,932.66	
541399	ALLAROUN	ALL AROUND SEAMLESS GUTTERS						
	3306	09/23/24	01	FURNISHED AND INSTALLED	25-225-60-00-6020		450.00	
			02	GUTTERS AND DOWNSPOUTS ON	** COMMENT **			
			03	BEECHER CONCESSION	** COMMENT **			
						INVOICE TOTAL:	450.00 *	
					CHECK TOTAL:		450.00	



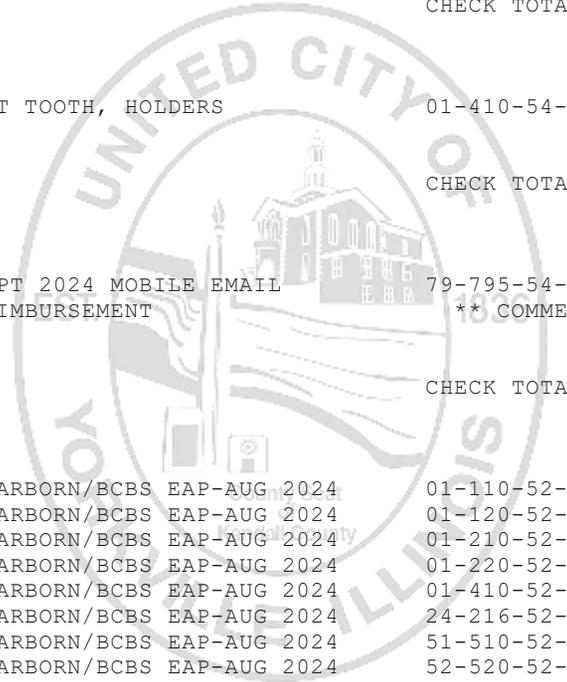
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541400	ANDERSJA	JARED ANDERSON						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						CHECK TOTAL:		45.00
541401	ATLAS	ATLAS BOBCAT						
	BW8084		09/07/24	01	KIT TOOTH, HOLDERS	01-410-54-00-5490		2,132.91
						INVOICE TOTAL:		2,132.91 *
						CHECK TOTAL:		2,132.91
541402	BARBANEM	MARISA BARBANENTE						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						CHECK TOTAL:		45.00
541403	BCBS	BLUE CROSS BLUE SHIELD						
	F015083-AUG 2024		09/25/24	01	DEARBORN/BCBS EAP-AUG 2024	01-110-52-00-5222		6.35
				02	DEARBORN/BCBS EAP-AUG 2024	01-120-52-00-5222		4.23
				03	DEARBORN/BCBS EAP-AUG 2024	01-210-52-00-5222		49.35
				04	DEARBORN/BCBS EAP-AUG 2024	01-220-52-00-5222		11.63
				05	DEARBORN/BCBS EAP-AUG 2024	01-410-52-00-5222		10.69
				06	DEARBORN/BCBS EAP-AUG 2024	24-216-52-00-5222		2.82
				07	DEARBORN/BCBS EAP-AUG 2024	51-510-52-00-5222		9.98
				08	DEARBORN/BCBS EAP-AUG 2024	52-520-52-00-5222		4.35
				09	DEARBORN/BCBS EAP-AUG 2024	79-790-52-00-5222		11.99
				10	DEARBORN/BCBS EAP-AUG 2024	79-795-52-00-5222		11.28
				11	DEARBORN/BCBS EAP-AUG 2024	82-820-52-00-5222		7.05
						INVOICE TOTAL:		129.72 *



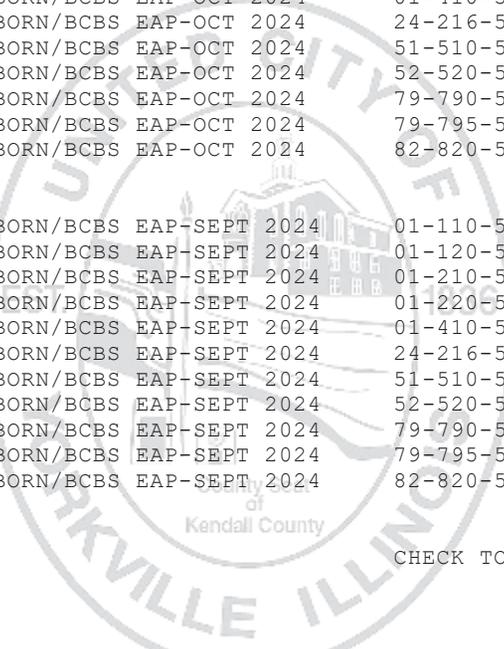
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541403	BCBS	BLUE CROSS BLUE SHIELD					
	F015083-OCT 2024	09/25/24	01	DEARBORN/BCBS EAP-OCT 2024	01-110-52-00-5222		6.35
			02	DEARBORN/BCBS EAP-OCT 2024	01-120-52-00-5222		4.23
			03	DEARBORN/BCBS EAP-OCT 2024	01-210-52-00-5222		49.35
			04	DEARBORN/BCBS EAP-OCT 2024	01-220-52-00-5222		11.63
			05	DEARBORN/BCBS EAP-OCT 2024	01-410-52-00-5222		10.69
			06	DEARBORN/BCBS EAP-OCT 2024	24-216-52-00-5222		2.82
			07	DEARBORN/BCBS EAP-OCT 2024	51-510-52-00-5222		9.98
			08	DEARBORN/BCBS EAP-OCT 2024	52-520-52-00-5222		4.35
			09	DEARBORN/BCBS EAP-OCT 2024	79-790-52-00-5222		11.99
			10	DEARBORN/BCBS EAP-OCT 2024	79-795-52-00-5222		11.28
			11	DEARBORN/BCBS EAP-OCT 2024	82-820-52-00-5222		7.05
					INVOICE TOTAL:		129.72 *
	F015083-SEPT 2024	09/25/24	01	DEARBORN/BCBS EAP-SEPT 2024	01-110-52-00-5222		6.35
			02	DEARBORN/BCBS EAP-SEPT 2024	01-120-52-00-5222		4.23
			03	DEARBORN/BCBS EAP-SEPT 2024	01-210-52-00-5222		49.35
			04	DEARBORN/BCBS EAP-SEPT 2024	01-220-52-00-5222		11.63
			05	DEARBORN/BCBS EAP-SEPT 2024	01-410-52-00-5222		10.69
			06	DEARBORN/BCBS EAP-SEPT 2024	24-216-52-00-5222		2.82
			07	DEARBORN/BCBS EAP-SEPT 2024	51-510-52-00-5222		9.98
			08	DEARBORN/BCBS EAP-SEPT 2024	52-520-52-00-5222		4.35
			09	DEARBORN/BCBS EAP-SEPT 2024	79-790-52-00-5222		11.99
			10	DEARBORN/BCBS EAP-SEPT 2024	79-795-52-00-5222		11.28
			11	DEARBORN/BCBS EAP-SEPT 2024	82-820-52-00-5222		7.05
					INVOICE TOTAL:		129.72 *
					CHECK TOTAL:		389.16
541404	BEDFORDR	RYAN BEDFORD					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		42.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		42.00 *
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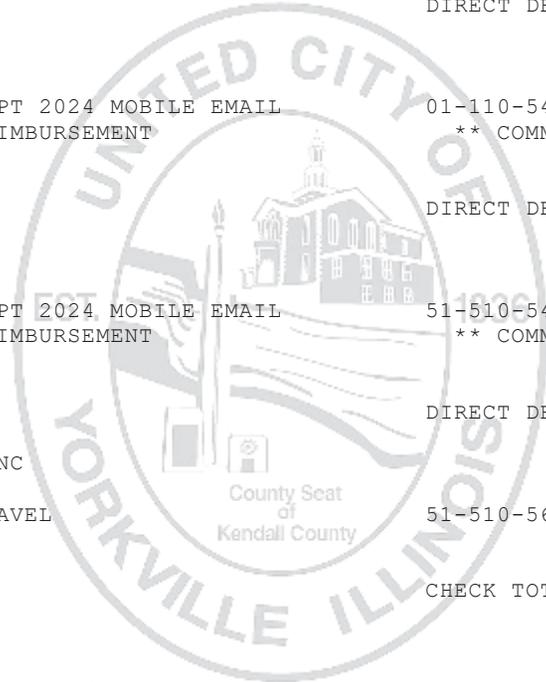
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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				

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D003717	BEHLANDJ	JORI BEHLAND						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003718	BLYSTONB	BOBBIE BLYSTONE						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003719	BROWND	DAVID BROWN						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
541405	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						
	39652		09/16/24	01	GRAVEL	51-510-56-00-5640		183.09
						INVOICE TOTAL:		183.09 *
						CHECK TOTAL:		183.09
541406	COMED	COMMONWEALTH EDISON						
	0228182000-0831		09/06/24	01	07/30-08/28 VAN EMMON LOT	23-230-54-00-5482		11.82
						INVOICE TOTAL:		11.82 *
	3059341222-0824		09/16/24	01	08/14-09/13 9257 GALENA PK	79-795-54-00-5480		43.99
						INVOICE TOTAL:		43.99 *



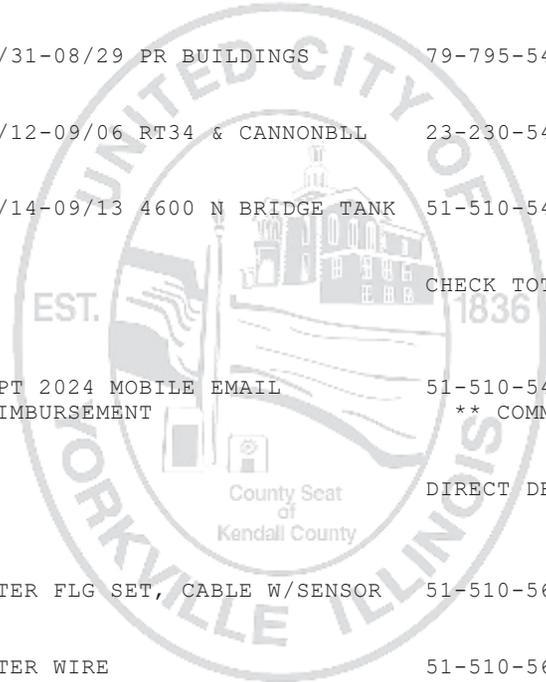
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541406	COMED COMMONWEALTH EDISON						
	3131491222-0824	08/30/24	01	07/31-08/29 101 BRUELL ST	52-520-54-00-5480		299.75
						INVOICE TOTAL:	299.75 *
	5336617000-0824	09/16/24	01	08/14-09/13 RT47 & ROSENWINKLE	23-230-54-00-5482		5.54
						INVOICE TOTAL:	5.54 *
	5946707000-0824	09/07/24	01	07/31-08/29 PR BUILDINGS	79-795-54-00-5480		892.15
						INVOICE TOTAL:	892.15 *
	6242447000-0924	09/09/24	01	08/12-09/06 RT34 & CANNONBL	23-230-54-00-5482		30.80
						INVOICE TOTAL:	30.80 *
	9193732222-0824	09/16/24	01	08/14-09/13 4600 N BRIDGE TANK	51-510-54-00-5480		39.76
						INVOICE TOTAL:	39.76 *
						CHECK TOTAL:	1,323.81
D003720	CONARDR RYAN CONARD						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
541407	COREMAIN CORE & MAIN LP						
	V562346	09/04/24	01	METER FLG SET, CABLE W/SENSOR	51-510-56-00-5664		2,183.31
						INVOICE TOTAL:	2,183.31 *
	V594910	09/09/24	01	METER WIRE	51-510-56-00-5664		253.18
						INVOICE TOTAL:	253.18 *
	V595242	09/09/24	01	MEAS CHAMBER	51-510-56-00-5664		904.27
						INVOICE TOTAL:	904.27 *



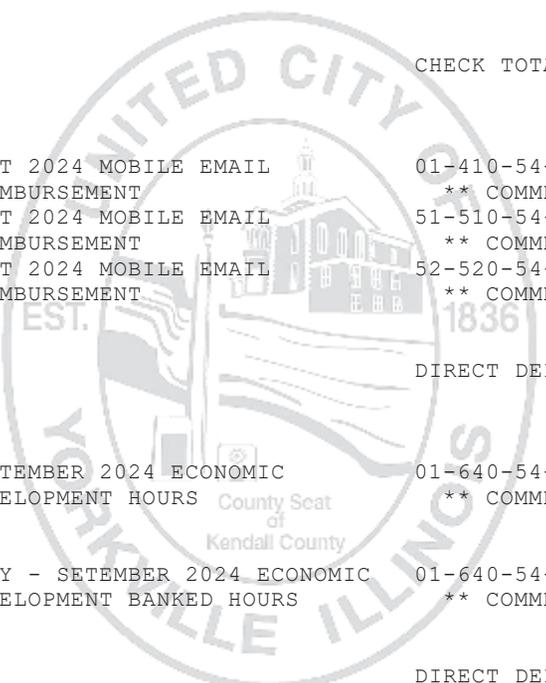
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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INVOICES DUE ON/BEFORE 10/08/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541407	COREMAIN	CORE & MAIN LP					
	V619474	09/12/24	01	METER WIRE	51-510-56-00-5664		460.00
						INVOICE TOTAL:	460.00 *
	V619565	09/12/24	01	METER WIRE	51-510-56-00-5664		230.00
						INVOICE TOTAL:	230.00 *
					CHECK TOTAL:		4,030.76
D003721	DHUSEE	DHUSE, ERIC					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2024 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	SEPT 2024 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003722	DLK	DLK, LLC					
	281	09/27/24	01	SEPTEMBER 2024 ECONOMIC	01-640-54-00-5486		9,750.00
			02	DEVELOPMENT HOURS	** COMMENT **		
						INVOICE TOTAL:	9,750.00 *
	288	09/27/24	01	JULY - SETEMBER 2024 ECONOMIC	01-640-54-00-5486		12,000.00
			02	DEVELOPMENT BANKED HOURS	** COMMENT **		
						INVOICE TOTAL:	12,000.00 *
					DIRECT DEPOSIT TOTAL:		21,750.00
541408	E EI	ENGINEERING ENTERPRISES, INC.					
	80968	07/26/24	01	GREEN DOOR HAGEMANN	90-229-00-00-0111		246.00
						INVOICE TOTAL:	246.00 *



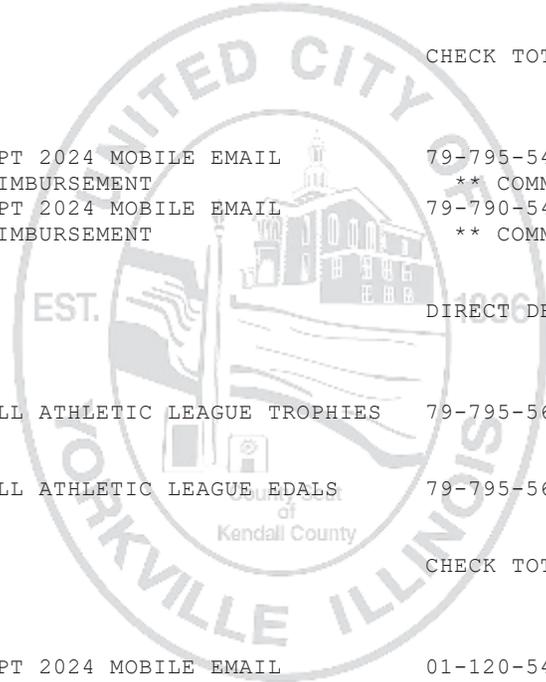
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541408	EEI	ENGINEERING ENTERPRISES, INC.						
	81221	08/30/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		20,682.75	
						INVOICE TOTAL:	20,682.75 *	
	81227	08/30/24	01	CORNEILS RD SOLAR	90-216-00-00-0111		468.00	
						INVOICE TOTAL:	468.00 *	
					CHECK TOTAL:		21,396.75	
D003723	EVANST	TIM EVANS						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-795-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
541409	FOXVALLE	FOX VALLEY TROPHY & AWARDS						
	T166	09/25/24	01	FALL ATHLETIC LEAGUE TROPHIES	79-795-56-00-5606		217.50	
						INVOICE TOTAL:	217.50 *	
	T167	09/25/24	01	FALL ATHLETIC LEAGUE EDALS	79-795-56-00-5606		2,850.00	
						INVOICE TOTAL:	2,850.00 *	
					CHECK TOTAL:		3,067.50	
D003724	FREDRICKSON	ROB FREDRICKSON						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-120-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	



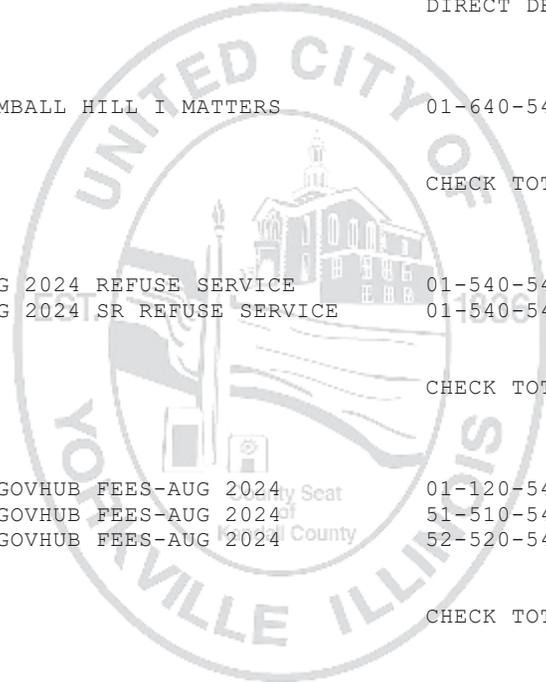
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003725	GALAUNEJ	JAKE GALAUNER						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
541410	GARDKOCH	GARDINER KOCH & WEISBERG						
	H-2364C-20956		09/11/24	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,260.00
						INVOICE TOTAL:		1,260.00 *
						CHECK TOTAL:		1,260.00
541411	GROOT	GROOT INC						
	13077308T102		09/01/24	01	AUG 2024 REFUSE SERVICE	01-540-54-00-5442		152,950.74
				02	AUG 2024 SR REFUSE SERVICE	01-540-54-00-5441		4,349.18
						INVOICE TOTAL:		157,299.92 *
						CHECK TOTAL:		157,299.92
541412	HARRIS	HARRIS COMPUTER SYSTEMS						
	MSIXT0000563		08/30/24	01	MYGOVHUB FEES-AUG 2024	01-120-54-00-5462		106.10
				02	MYGOVHUB FEES-AUG 2024	51-510-54-00-5462		159.15
				03	MYGOVHUB FEES-AUG 2024	52-520-54-00-5462		46.81
						INVOICE TOTAL:		312.06 *
						CHECK TOTAL:		312.06
D003726	HENNED	DURK HENNE						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00



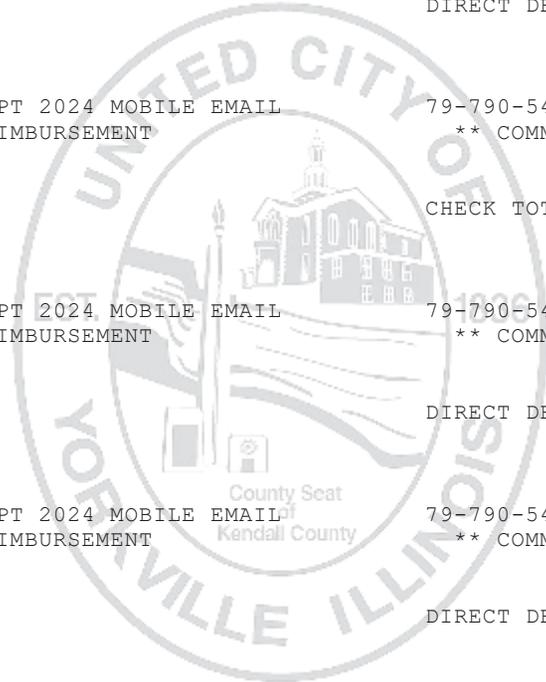
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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D003727	HERNANDN	NOAH HERNANDEZ				
	100124	10/01/24	01 SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02 REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:		45.00
541413	HODOUSR	RICHARD HODOUS				
	100124	10/01/24	01 SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02 REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:		45.00 *
				CHECK TOTAL:		45.00
D003728	HORNERR	RYAN HORNER				
	100124	10/01/24	01 SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02 REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:		45.00
D003729	HOULEA	ANTHONY HOULE				
	100124	10/01/24	01 SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02 REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:		45.00
541414	IHRIGK	KIRSTEN IHRIG				
	100124	10/01/24	01 SEPT 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02 REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:		45.00 *
				CHECK TOTAL:		45.00



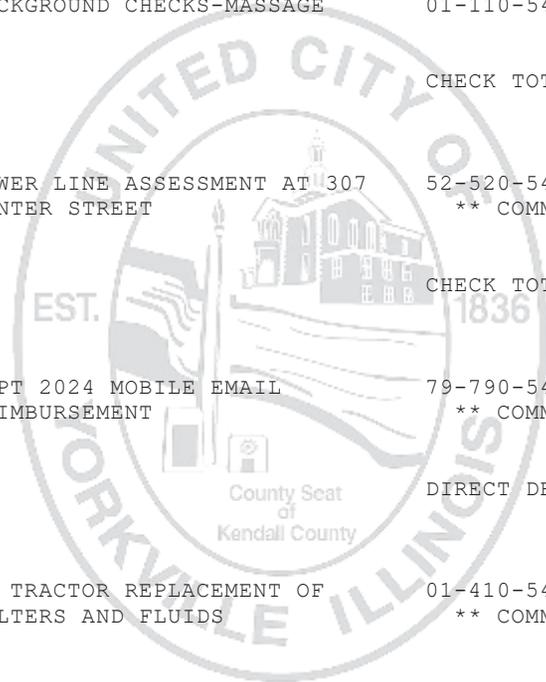
01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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541415	ILPD4811	ILLINOIS STATE POLICE						
	20240804811	08/31/24	01	BACKGROUND CHECKS	82-820-54-00-5462		169.50	
			02	BACKGROUND CHECKS	79-795-54-00-5462		536.75	
			03	BACKGROUND CHECKS	01-120-54-00-5462		28.25	
			04	BACKGROUND CHECKS-SOLICITOR	01-110-54-00-5462		56.50	
			05	BACKGROUND CHECKS-MASSAGE	01-110-54-00-5462		28.25	
						INVOICE TOTAL:	819.25 *	
						CHECK TOTAL:	819.25	
541416	INNOVATI	INNOVATIVE UNDERGROUND, LLC						
	2447	09/24/24	01	SEWER LINE ASSESSMENT AT 307	52-520-54-00-5462		450.00	
			02	CENTER STREET	** COMMENT **			
						INVOICE TOTAL:	450.00 *	
						CHECK TOTAL:	450.00	
D003730	JACKSONJ	JAMIE JACKSON						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
541417	JDEERE	JOHN DEERE FINANCIAL						
	11955680	08/09/24	01	JD TRACTOR REPLACEMENT OF	01-410-54-00-5490		2,028.61	
			02	FILTERS AND FLUIDS	** COMMENT **			
						INVOICE TOTAL:	2,028.61 *	
						CHECK TOTAL:	2,028.61	
541418	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						



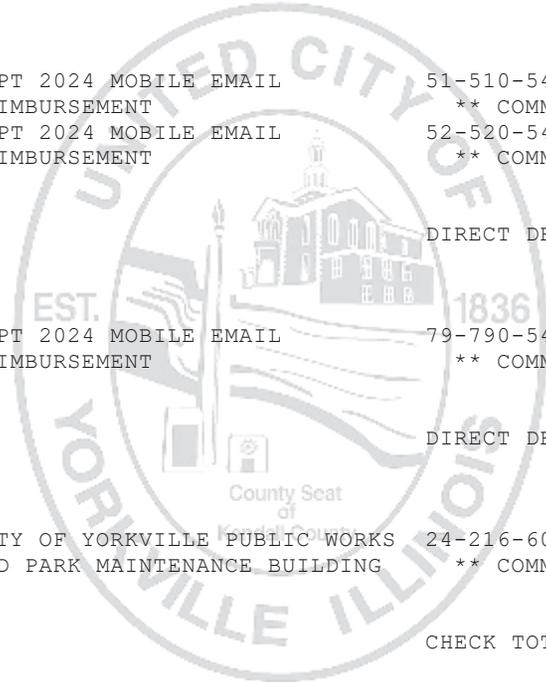
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541418	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	205307	09/11/24	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
						INVOICE TOTAL:	43.00 *
						CHECK TOTAL:	43.00
D003731	JOHNGEOR	GEORGE JOHNSON					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2024 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D003732	KLEEFISG	GLENN KLEEFISCH					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
541419	KLUBER	KLUBER, INC					
	9201	08/31/24	01	CITY OF YORKVILLE PUBLIC WORKS	24-216-60-00-6030		19,073.50
			02	AND PARK MAINTENANCE BUILDING	** COMMENT **		
						INVOICE TOTAL:	19,073.50 *
						CHECK TOTAL:	19,073.50
541420	LANDAP	PAUL LANDA					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00



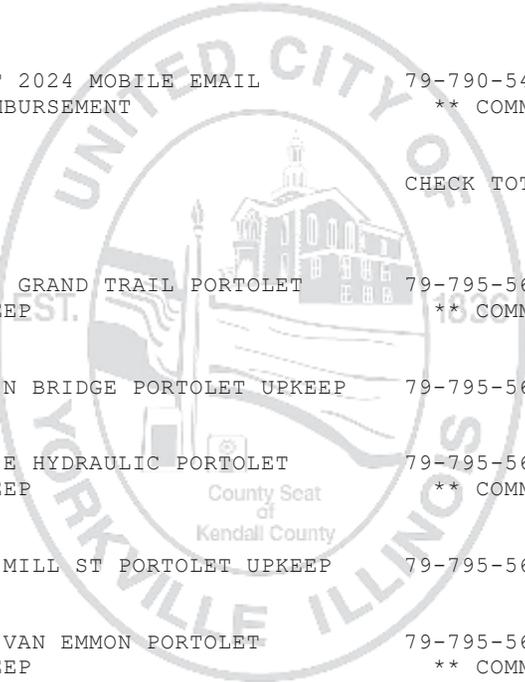
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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541420	LANDAP PAUL LANDA						
	100124	10/01/24	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
541421	LOMBARDS STEVEN LOMBARDO						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
541422	LRS LRS, LLC						
	PS608167	06/27/24	01	3142 GRAND TRAIL PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624307	09/19/24	01	301 N BRIDGE PORTOLET UPKEEP	79-795-56-00-5620		210.00
					INVOICE TOTAL:		210.00 *
	PS624308	09/19/24	01	131 E HYDRAULIC PORTOLET	79-795-56-00-5620		302.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS624309	09/19/24	01	901 MILL ST PORTOLET UPKEEP	79-795-56-00-5620		92.00
					INVOICE TOTAL:		92.00 *
	PS624310	09/19/24	01	374 VAN EMMON PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624311	09/19/24	01	1711 JOHN ST PORTOLET UPKEEP	79-795-56-00-5620		92.00
					INVOICE TOTAL:		92.00 *



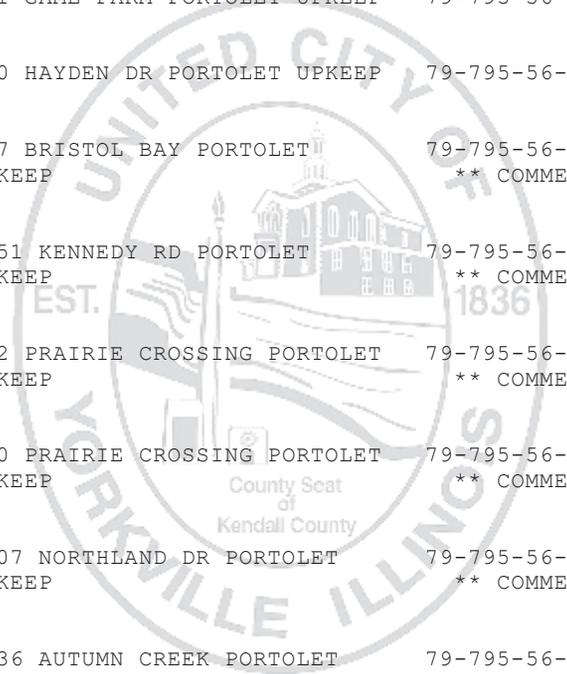
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
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01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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541422	LRS LRS, LLC						
	PS624312	09/19/24	01	1474 SYCAMORE RD PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624313	09/19/24	01	901 GAME FARM PORTOLET UPKEEP	79-795-56-00-5620		602.00
					INVOICE TOTAL:		602.00 *
	PS624315	09/19/24	01	600 HAYDEN DR PORTOLET UPKEEP	79-795-56-00-5620		187.51
					INVOICE TOTAL:		187.51 *
	PS624316	09/19/24	01	427 BRISTOL BAY PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624317	09/19/24	01	3651 KENNEDY RD PORTOLET	79-795-56-00-5620		184.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS624318	09/19/24	01	872 PRAIRIE CROSSING PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624319	09/19/24	01	920 PRAIRIE CROSSING PORTOLET	79-795-56-00-5620		195.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		195.00 *
	PS624320	09/19/24	01	2807 NORTHLAND DR PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624321	09/19/24	01	2736 AUTUMN CREEK PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624322	09/19/24	01	2775 GRANDE TR PORTOLET UPKEEP	79-795-56-00-5620		184.00
					INVOICE TOTAL:		184.00 *



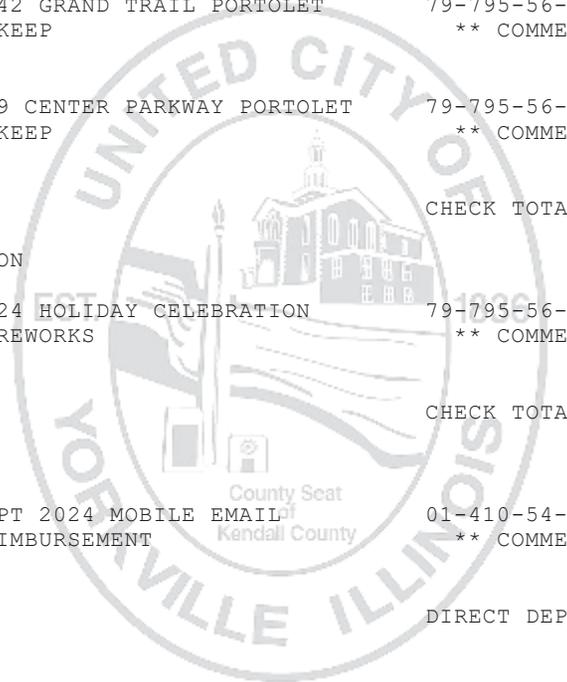
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541422	LRS LRS, LLC						
	PS624323	09/19/24	01	428 BRISTOL BAY PORTOLET	79-795-56-00-5620		662.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		662.00 *
	PS624324	09/19/24	01	3142 GRAND TRAIL PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS624325	09/19/24	01	409 CENTER PARKWAY PORTOLET	79-795-56-00-5620		92.00
			02	UPKEEP	** COMMENT **		
					INVOICE TOTAL:		92.00 *
					CHECK TOTAL:		3,538.51
541423	MADBOMB MAD BOMBER FIREWORK PRODUCTION						
	2024 HOLIDAY	09/25/24	01	2024 HOLIDAY CELEBRATION	79-795-56-00-5606		9,500.00
			02	FIREWORKS	** COMMENT **		
					INVOICE TOTAL:		9,500.00 *
					CHECK TOTAL:		9,500.00
D003733	MCGREGOM MATTHEW MCGREGORY						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541424	MECHANIC MECHANICS LAB LLC						
	5715	09/06/24	01	CHANGE OIL & FILTERS	01-410-54-00-5490		907.09
					INVOICE TOTAL:		907.09 *



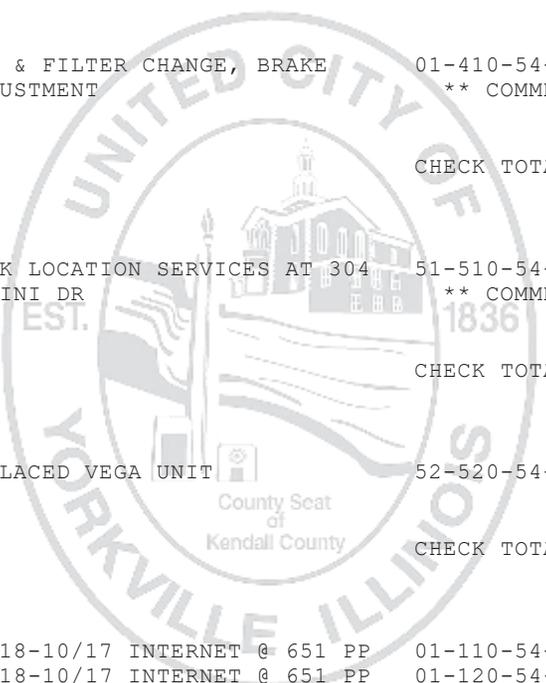
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541424	MECHANIC MECHANICS LAB LLC						
	5718	09/06/24	01	REPLACE FUEL RAIL SENSOR	01-410-54-00-5490		576.67
						INVOICE TOTAL:	576.67 *
	5731	09/12/24	01	CHANGE OIL & FILTERS	01-410-54-00-5490		907.09
						INVOICE TOTAL:	907.09 *
	5735	09/13/24	01	OIL & FILTER CHANGE, BRAKE	01-410-54-00-5490		1,438.95
			02	ADJUSTMENT	** COMMENT **		
						INVOICE TOTAL:	1,438.95 *
					CHECK TOTAL:		3,829.80
541425	MESIMPSO M.E. SIMPSON CO, INC						
	43053	09/19/24	01	LEAK LOCATION SERVICES AT 304 ILLINI DR	51-510-54-00-5462		965.00
			02		** COMMENT **		
						INVOICE TOTAL:	965.00 *
					CHECK TOTAL:		965.00
541426	METIND METROPOLITAN INDUSTRIES, INC.						
	INV066132	09/17/24	01	REPLACED VEGA UNIT	52-520-54-00-5444		2,627.00
						INVOICE TOTAL:	2,627.00 *
					CHECK TOTAL:		2,627.00
541427	METRONET METRO FIBERNET LLC						
	1872272-091824	09/18/24	01	09/18-10/17 INTERNET @ 651 PP	01-110-54-00-5440		66.87
			02	09/18-10/17 INTERNET @ 651 PP	01-120-54-00-5440		38.21
			03	09/18-10/17 INTERNET @ 651 PP	01-220-54-00-5440		76.42
			04	09/18-10/17 INTERNET @ 651 PP	79-795-54-00-5440		76.42
			05	09/18-10/17 INTERNET @ 651 PP	01-210-54-00-5440		382.08
						INVOICE TOTAL:	640.00 *
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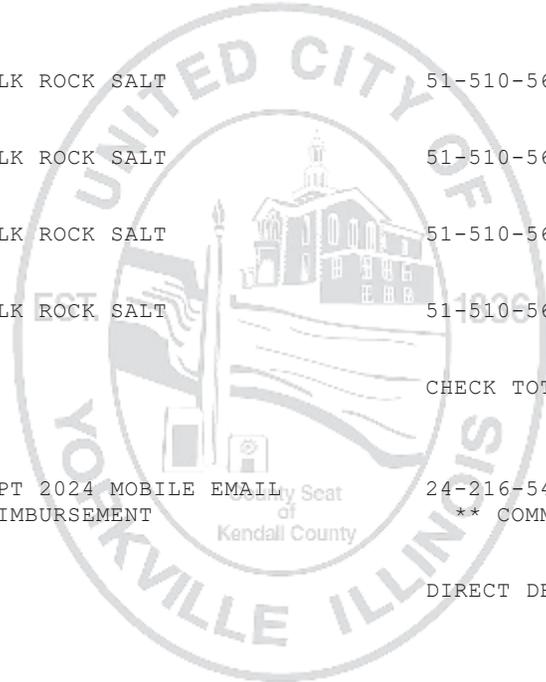
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS 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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541428	MIDAMTEC	MID AMERICAN TECHNOLOGY, INC						
	18466	09/13/24	01	DIRECT CONNECTION LEADS	51-510-56-00-5665		180.00	
						INVOICE TOTAL:	180.00 *	
					CHECK TOTAL:		180.00	
541429	MIDWSALT	MIDWEST SALT						
	P474576	05/29/24	01	BULK ROCK SALT	51-510-56-00-5638		3,380.04	
						INVOICE TOTAL:	3,380.04 *	
	P475154	07/09/24	01	BULK ROCK SALT	51-510-56-00-5638		3,291.12	
						INVOICE TOTAL:	3,291.12 *	
	P476264	09/12/24	01	BULK ROCK SALT	51-510-56-00-5638		3,119.47	
						INVOICE TOTAL:	3,119.47 *	
	P476310	09/16/24	01	BULK ROCK SALT	51-510-56-00-5638		3,297.68	
						INVOICE TOTAL:	3,297.68 *	
					CHECK TOTAL:		13,088.31	
D003734	MILSCHET	TED MILSCHEWSKI						
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	24-216-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
541430	MONTRK	MONROE TRUCK EQUIPMENT						
	82039	08/30/24	01	STRAIGHT BLADE SNOWPLOW	52-520-60-00-6070		3,900.00	
			02	STRAIGHT BLADE SNOWPLOW	01-410-54-00-5490		4,886.00	
						INVOICE TOTAL:	8,786.00 *	
					CHECK TOTAL:		8,786.00	



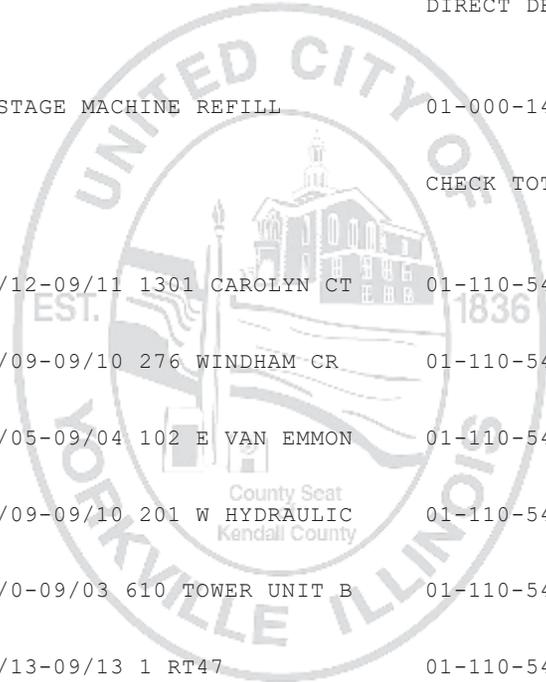
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS 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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D003735	NAVARROJ 100124	JESUS NAVARRO 10/01/24	01 02	SEPT 2024 MOBILE EMAIL REIMBURSEMENT	24-216-54-00-5440 ** COMMENT **		45.00  INVOICE TOTAL: 45.00 *  DIRECT DEPOSIT TOTAL: 45.00
541431	NEOPOST 092024-CITY	QUADIENT FINANCE USA, INC 09/20/24	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00 INVOICE TOTAL: 300.00 *  CHECK TOTAL: 300.00
541432	NICOR 16-00-27-03553 4-082	NICOR GAS 09/11/24	01	08/12-09/11 1301 CAROLYN CT	01-110-54-00-5480		45.74 INVOICE TOTAL: 45.74 *
	31-61-67-2493 1-0824	09/10/24	01	08/09-09/10 276 WINDHAM CR	01-110-54-00-5480		45.74 INVOICE TOTAL: 45.74 *
	40-52-64-8356 1-0824	09/05/24	01	08/05-09/04 102 E VAN EMMON	01-110-54-00-5480		140.22 INVOICE TOTAL: 140.22 *
	45-12-25-4081 3-0824	09/11/24	01	08/09-09/10 201 W HYDRAULIC	01-110-54-00-5480		50.11 INVOICE TOTAL: 50.11 *
	83-80-00-1000 7-0824	09/05/24	01	08/0-09/03 610 TOWER UNIT B	01-110-54-00-5480		52.18 INVOICE TOTAL: 52.18 *
	95-16-10-1000 4-0824	09/16/24	01	08/13-09/13 1 RT47	01-110-54-00-5480		43.94 INVOICE TOTAL: 43.94 *
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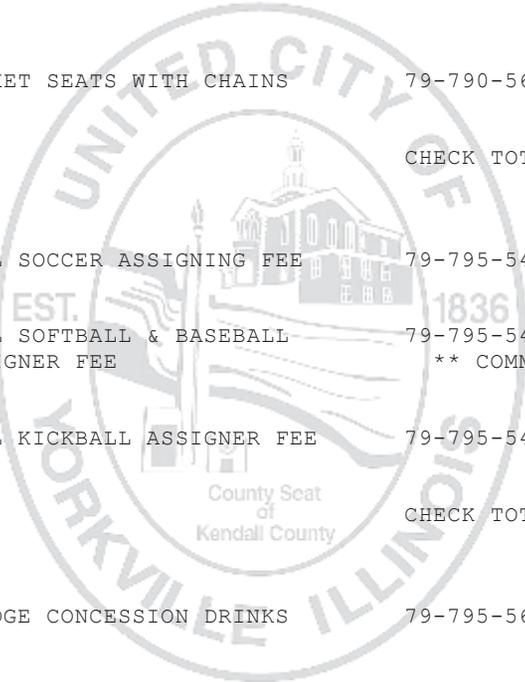
01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & 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		

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541433	NIU ILCMA						
	ILAPA PUBLICATION	09/16/24	01	PUBLICATION FOR SENIOR PLANNER	01-220-54-00-5426		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
541434	NUTOYS NUTOYS LEISURE PRODUCTS						
	56196	08/26/24	01	BUCKET SEATS WITH CHAINS	79-790-56-00-5640		2,844.00
						INVOICE TOTAL:	2,844.00 *
					CHECK TOTAL:		2,844.00
541435	OLEARYC CYNTHIA O'LEARY						
	REC FALL 2024	09/18/24	01	FALL SOCCER ASSIGNING FEE	79-795-54-00-5462		528.00
						INVOICE TOTAL:	528.00 *
	YORKVILLE BB/SB-2024	09/18/24	01	FALL SOFTBALL & BASEBALL	79-795-54-00-5462		1,518.00
			02	ASSIGNER FEE	** COMMENT **		
						INVOICE TOTAL:	1,518.00 *
	YORKVILLE KICKBALL-2	09/18/24	01	FALL KICKBALL ASSIGNER FEE	79-795-54-00-5462		180.00
						INVOICE TOTAL:	180.00 *
					CHECK TOTAL:		2,226.00
541436	PEPSI PEPSI-COLA GENERAL BOTTLE						
	46633005	09/23/24	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		341.12
						INVOICE TOTAL:	341.12 *
	94159208	08/05/24	01	POP & WATER	79-795-56-00-5602		318.91
						INVOICE TOTAL:	318.91 *
					CHECK TOTAL:		660.03



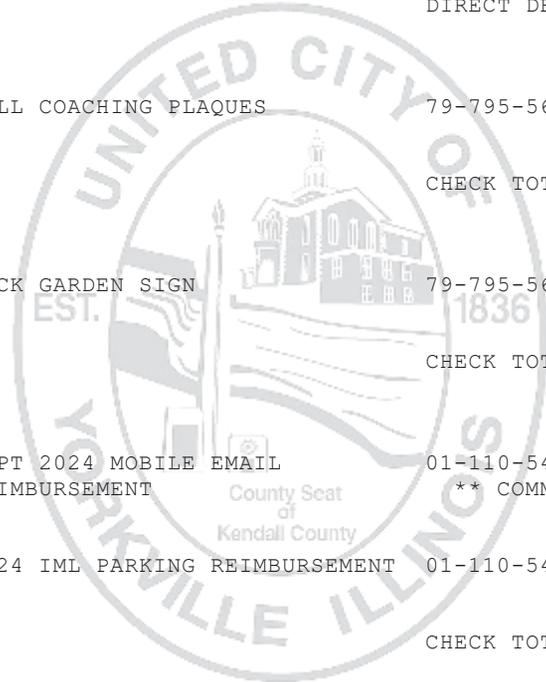
01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & 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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D003736	PIAZZA 100124	AMY SIMMONS 10/01/24	01	SEPT 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541437	PMIPHOTO INV-0000000496	PMI PHOTOGRAPHY 08/22/24	01	FALL COACHING PLAQUES	79-795-56-00-5606		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
541438	PRINTSRC 4276	LAMBERT PRINT SOURCE, LLC 09/20/24	01	ROCK GARDEN SIGN	79-795-56-00-5606		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
541439	PURCELLJ 100124	JOHN PURCELL 10/01/24	01	SEPT 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	2024 IML PK	09/24/24	01	2024 IML PARKING REIMBURSEMENT	01-110-54-00-5415		95.00
					INVOICE TOTAL:		95.00 *
					CHECK TOTAL:		140.00
541440	R0001975 20231759-3059	RYAN HOMES JETER 09/12/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *



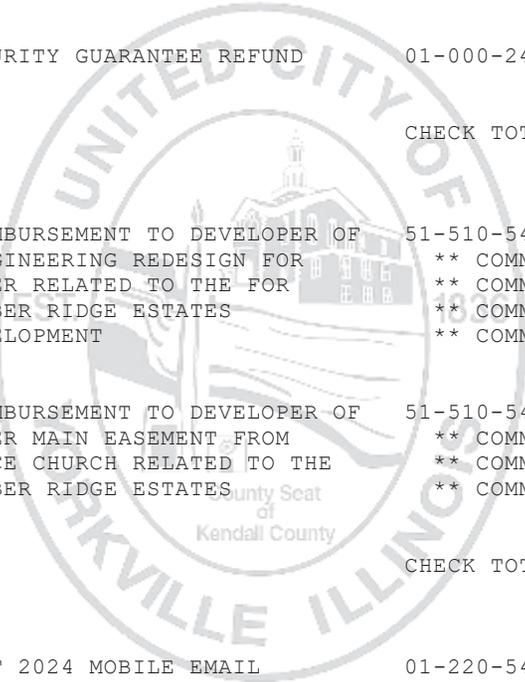
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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541440	R0001975	RYAN HOMES						
	20231900-3127	JETER	09/12/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
							INVOICE TOTAL:	5,000.00 *
	20231991-3135	JETER	09/12/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
							INVOICE TOTAL:	5,000.00 *
	20231993-3049	CONSTI	09/24/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
							INVOICE TOTAL:	5,000.00 *
							CHECK TOTAL:	20,000.00
541441	RALLY	RALLY HOMES, LLC						
	091824-ENG	REDESIGN	09/18/24	01	REIMBURSEMENT TO DEVELOPER OF	51-510-54-00-5462		5,277.50
				02	ENGINEERING REDESIGN FOR	** COMMENT **		
				03	WATER RELATED TO THE FOR	** COMMENT **		
				04	TIMBER RIDGE ESTATES	** COMMENT **		
				05	DEVELOPMENT	** COMMENT **		
							INVOICE TOTAL:	5,277.50 *
	091824-TR	EASEMENT	09/18/24	01	REIMBURSEMENT TO DEVELOPER OF	51-510-54-00-5462		2,500.00
				02	WATER MAIN EASEMENT FROM	** COMMENT **		
				03	GRACE CHURCH RELATED TO THE	** COMMENT **		
				04	TIMBER RIDGE ESTATES	** COMMENT **		
							INVOICE TOTAL:	2,500.00 *
							CHECK TOTAL:	7,777.50
D003737	RATOSP	PETE RATOS						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-220-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
							INVOICE TOTAL:	45.00 *
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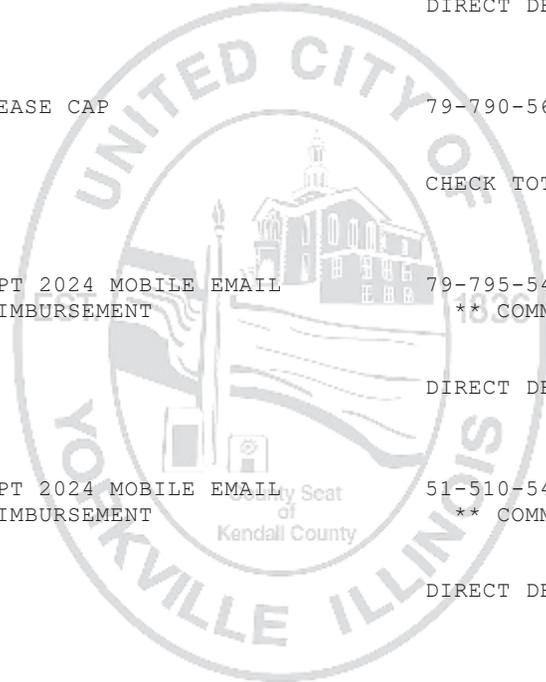
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
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D003738	REDMONST 100124	STEVE REDMON 10/01/24	01 02	SEPT 2024 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00  INVOICE TOTAL: 45.00 *  DIRECT DEPOSIT TOTAL: 45.00
541442	REINDERS 6060072-00	REINDERS, INC. 09/04/24	01	GREASE CAP	79-790-56-00-5640		26.26 INVOICE TOTAL: 26.26 * CHECK TOTAL: 26.26
D003739	ROSBOROS 100124	SHAY REMUS 10/01/24	01 02	SEPT 2024 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00  INVOICE TOTAL: 45.00 *  DIRECT DEPOSIT TOTAL: 45.00
D003740	SCODROP 100124	PETER SCODRO 10/01/24	01 02	SEPT 2024 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT **		45.00  INVOICE TOTAL: 45.00 *  DIRECT DEPOSIT TOTAL: 45.00
D003741	SCOTTTR 100124	TREVOR SCOTT 10/01/24	01 02	SEPT 2024 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00  INVOICE TOTAL: 45.00 *  DIRECT DEPOSIT TOTAL: 45.00



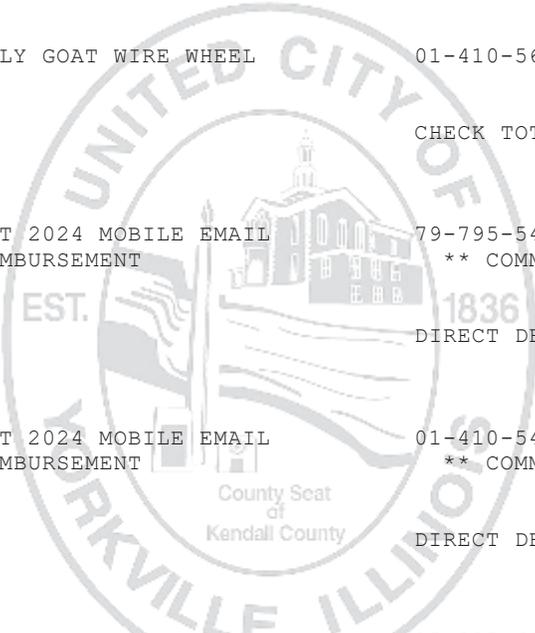
01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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UNITED CITY OF YORKVILLE  
 CHECK REGISTER

INVOICES DUE ON/BEFORE 10/08/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541443	SEALMAST	SEAL MASTER					
	115699	09/09/24	01	GRACO SPRAY TIP, SEALER	01-410-56-00-5640		849.99
						INVOICE TOTAL:	849.99 *
	115764	09/10/24	01	SEALER	01-410-56-00-5640		806.00
						INVOICE TOTAL:	806.00 *
	115839	09/11/24	01	BILLY GOAT WIRE WHEEL	01-410-56-00-5640		65.00
						INVOICE TOTAL:	65.00 *
						CHECK TOTAL:	1,720.99
D003742	SENDRAS	SAMANTHA SENDRA					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D003743	SENGM	MATT SENG					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
541444	SHEVOKAS	SHEVOKAS EXTERIORS LLC					
	091524-1	09/15/24	01	REMOVE AND REPLACE ALUMINUM	25-225-60-00-6020		1,514.00
			02	SOFFIT AND FACIA AT BEECHER	** COMMENT **		
			03	CONCESSION STAND	** COMMENT **		
						INVOICE TOTAL:	1,514.00 *
	091524-2	09/15/24	01	REMOVE AND REPLACE VINYL	25-225-60-00-6020		3,455.00



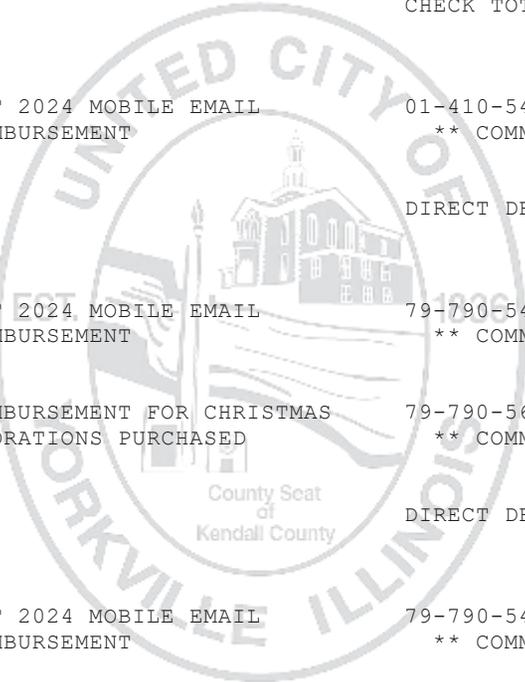
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541444	SHEVOKAS	SHEVOKAS EXTERIORS LLC					
	091524-2	09/15/24	02	SIDING AT BEECHER CONCESSION	** COMMENT **		
			03	STAND	** COMMENT **		
					INVOICE TOTAL:		3,455.00 *
					CHECK TOTAL:		4,969.00
D003744	SLEEZERJ	JOHN SLEEZER					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003745	SLEEZERS	SCOTT SLEEZER					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	COSTCO-HOLIDAY	09/17/24	01	REIMBURSEMENT FOR CHRISTMAS	79-790-56-00-5620		861.98
			02	DECORATIONS PURCHASED	** COMMENT **		
					INVOICE TOTAL:		861.98 *
					DIRECT DEPOSIT TOTAL:		906.98
D003746	SMITHD	DOUG SMITH					
	10024	10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541445	STANDE	STANDARD EQUIPMENT CO					



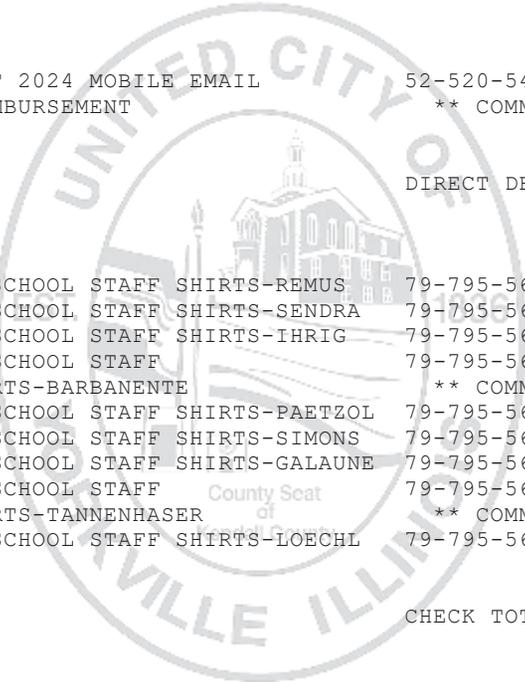
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541445	STANDE	STANDARD EQUIPMENT CO					
	P52346	09/10/24	01	HYDRO SPRAY GUN	52-520-56-00-5628		218.78
						INVOICE TOTAL:	218.78 *
					CHECK TOTAL:		218.78
D003747	STEFFANG	GEORGE A STEFFENS					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541446	STEVENS	STEVEN'S SILKSCREENING					
	23131	09/23/24	01	PRESCHOOL STAFF SHIRTS-REMUS	79-795-56-00-5606		24.95
			02	PRESCHOOL STAFF SHIRTS-SENDRA	79-795-56-00-5606		24.95
			03	PRESCHOOL STAFF SHIRTS-IHRIG	79-795-56-00-5606		24.95
			04	PRESCHOOL STAFF SHIRTS-PAETZOL	79-795-56-00-5606		24.95
			05	SHIRTS-BARBANENTE	** COMMENT **		
			06	PRESCHOOL STAFF SHIRTS-SIMONS	79-795-56-00-5606		24.95
			07	PRESCHOOL STAFF SHIRTS-SIMONS	79-795-56-00-5606		24.95
			08	PRESCHOOL STAFF SHIRTS-GALAUNE	79-795-56-00-5606		24.95
			09	PRESCHOOL STAFF SHIRTS-TANNENHASER	79-795-56-00-5606		26.95
			10	SHIRTS-TANNENHASER	** COMMENT **		
			11	PRESCHOOL STAFF SHIRTS-LOECHL	79-795-56-00-5606		26.95
						INVOICE TOTAL:	228.55 *
					CHECK TOTAL:		228.55
D003748	THOMASL	LORI THOMAS					
	100124	10/01/24	01	SEPT 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	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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541447	TRAFFIC	TRAFFIC CONTROL CORPORATION						
	153527	09/13/24	01	YELLOW PEDS	01-410-54-00-5435		340.00	
						INVOICE TOTAL:	340.00 *	
					CHECK TOTAL:		340.00	
541448	UNIMAX	UNI-MAX MANAGEMENT CORP						
	5103	09/19/24	01	SEPT 2024 OFFICE CLEANING AT	01-110-54-00-5488		369.55	
			02	651 PRAIRIE POINTE	** COMMENT **			
			03	SEPT 2024 OFFICE CLEANING AT	01-120-54-00-5488		369.55	
			04	651 PRAIRIE POINTE	** COMMENT **			
			05	SEPT 2024 OFFICE CLEANING AT	01-210-54-00-5488		1,061.38	
			06	651 PRAIRIE POINTE	** COMMENT **			
			07	SEPT 2024 OFFICE CLEANING AT	79-795-54-00-5488		318.11	
			08	651 PRAIRIE POINTE	** COMMENT **			
			09	SEPT 2024 OFFICE CLEANING AT	01-220-54-00-5488		203.41	
			10	651 PRAIRIE POINTE	** COMMENT **			
			11	SEPT 2024 OFFICE CLEANING AT	01-410-54-00-5488		153.00	
			12	PW FACILITY	** COMMENT **			
			13	SEPT 2024 OFFICE CLEANING AT	51-510-54-00-5488		153.00	
			14	PW FACILITY	** COMMENT **			
			15	SEPT 2024 OFFICE CLEANING AT	52-520-54-00-5488		153.00	
			16	PW FACILITY	** COMMENT **			
			17	SEPT 2024 LIB OFFICE CLEANING	82-820-54-00-5488		2,106.00	
			18	SEPT 2024 OFFICE CLEANING AT	79-790-54-00-5488		230.00	
			19	185 WOLF ST	** COMMENT **			
			20	SEPT 2024 OFFICE CLEANING AT	79-795-54-00-5488		230.00	
			21	BEECHER CONCESSION	** COMMENT **			
			22	SEPT 2024 OFFICE CLEANING AT	79-795-54-00-5488		230.00	
			23	BRIDGE CONCESSION	** COMMENT **			
			24	SEPT 2024 OFFICE CLEANING AT	79-795-54-00-5488		702.00	
			25	PRESCHOOL BUILDING	** COMMENT **			
			26	SEPT 2024 OFFICE CLEANING AT	79-795-54-00-5488		230.00	
			27	VAN EMMON BUILDING	** COMMENT **			
					INVOICE TOTAL:		6,509.00 *	
					CHECK TOTAL:		6,509.00	

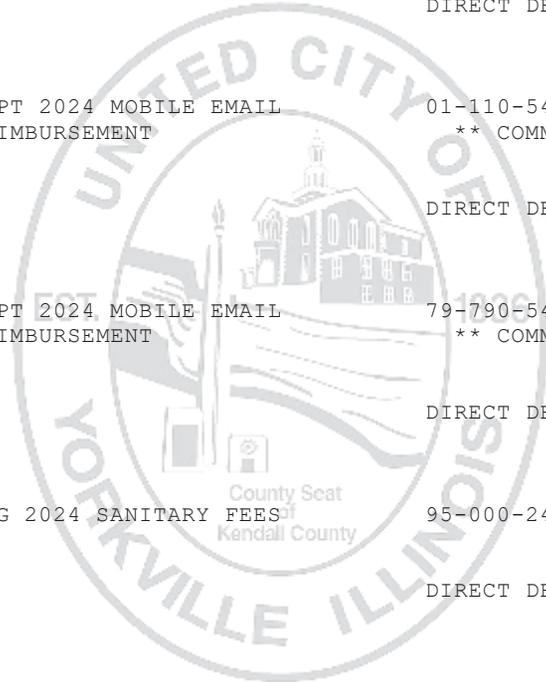
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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D003749	WEBERR	ROBERT WEBER						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003750	WILLRETE	ERIN WILLRETT						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003751	WOLFB	BRANDON WOLF						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003752	YBSD	YORKVILLE BRISTOL						
	24-AUG		09/12/24	01	AUG 2024 SANITARY FEES	95-000-24-00-2450		397,897.33
						INVOICE TOTAL:		397,897.33 *
						DIRECT DEPOSIT TOTAL:		397,897.33
541449	YODERD	DAVID YODER						
	100124		10/01/24	01	SEPT 2024 MOBILE EMAIL	01-410-54-00-5440		42.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		42.00 *
						CHECK TOTAL:		42.00



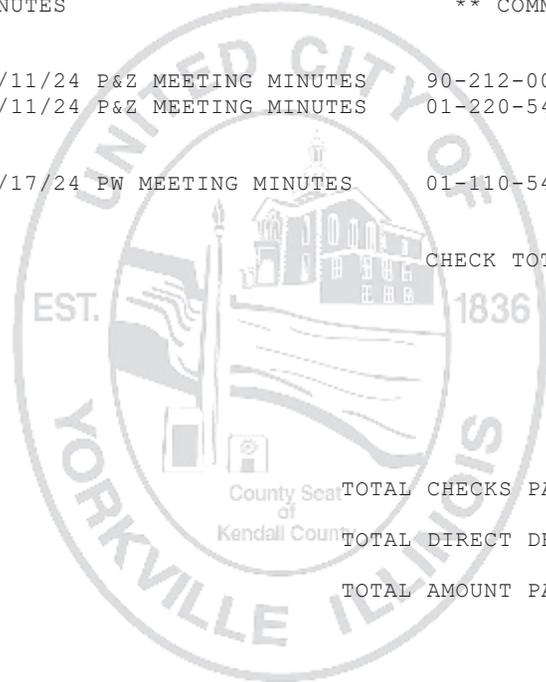
01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & 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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541450	YOUNGM MARLYS J. YOUNG						
	082124-ADMIN	09/02/24	01	08/21/24 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
	090524-PS	09/11/24	01	09/05/24 PUBLIC SAFETY MEETING	01-110-54-00-5462		85.00
			02	MINUTES	** COMMENT **		
						INVOICE TOTAL:	85.00 *
	091124-PZ	09/22/24	01	09/11/24 P&Z MEETING MINUTES	90-212-00-00-0011		63.75
			02	09/11/24 P&Z MEETING MINUTES	01-220-54-00-5462		21.25
						INVOICE TOTAL:	85.00 *
	091724-W	09/24/24	01	09/17/24 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	340.00
						TOTAL CHECKS PAID:	331,969.26
						TOTAL DIRECT DEPOSITS PAID:	422,039.31
						TOTAL AMOUNT PAID:	754,008.57



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 27, 2024**

	<b>REGULAR</b>	<b>OVERTIME</b>	<b>TOTAL</b>	<b>IMRF</b>	<b>FICA</b>	<b>TOTALS</b>
<b>MAYOR &amp; LIQ. COM.</b>	\$ 1,583.34	\$ -	\$ 1,583.34	\$ -	\$ 121.13	\$ 1,704.47
<b>ALDERMAN</b>	5,766.64	-	5,766.64	-	441.20	6,207.84
<b>ADMINISTRATION</b>	19,934.67	-	19,934.67	1,162.20	1,460.69	22,557.56
<b>FINANCE</b>	13,385.77	-	13,385.77	780.39	991.46	15,157.62
<b>POLICE</b>	154,091.71	3,526.00	157,617.71	405.33	11,723.65	169,746.69
<b>COMMUNITY DEV.</b>	29,860.43	-	29,860.43	1,740.87	2,195.14	33,796.44
<b>STREETS</b>	28,287.68	-	28,287.68	1,602.50	2,102.85	31,993.03
<b>BUILDING &amp; GROUNDS</b>	6,264.61	-	6,264.61	365.23	466.41	7,096.25
<b>WATER</b>	21,265.22	584.01	21,849.23	1,180.53	1,599.17	24,628.93
<b>SEWER</b>	13,134.92	-	13,134.92	765.77	966.22	14,866.91
<b>PARKS</b>	37,393.31	77.87	37,471.18	1,988.68	2,789.11	42,248.97
<b>RECREATION</b>	28,872.18	-	28,872.18	1,203.82	2,154.76	32,230.76
<b>LIBRARY</b>	18,549.23	-	18,549.23	676.15	1,366.78	20,592.16
<b>TOTALS</b>	\$ 378,389.71	\$ 4,187.88	\$ 382,577.59	\$ 11,871.47	\$ 28,378.57	\$ 422,827.63

**TOTAL PAYROLL** **\$ 422,827.63**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, October 8, 2024

#### ACCOUNTS PAYABLE

#### DATE

Clerk's Check #131245 Kendall County Recorder <i>(Page 1)</i>	09/16/2024	\$	114.00
Manual City Check Register <i>(Pages 2 - 6)</i>	09/20/2024		2,606.00
City MasterCard Bill Register <i>(Pages 7 - 20)</i>	09/25/2024		110,733.21
Manual City Check Register <i>(Page 21)</i>	09/26/2024		946.00
Manual City Check Register <i>(Pages 22 - 26)</i>	09/27/2024		3,009.00
City Check Register <i>(Pages 27 - 53)</i>	10/08/2024		754,008.57
<b>SUB-TOTAL:</b>			<b>\$871,416.78</b>

#### PAYROLL

Bi - Weekly <i>(Page 54)</i>	09/27/2024	\$	422,827.63
<b>SUB-TOTAL:</b>			<b>\$ 422,827.63</b>

<b>TOTAL DISBURSEMENTS:</b>		<b>\$</b>	<b>1,294,244.41</b>
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Consent Agenda #3

Tracking Number

EDC 2024-71

### Agenda Item Summary Memo

**Title:** Konica Minolta – Change Order Request

**Meeting and Date:** City Council – October 8, 2024

**Synopsis:** To complete Phases II & III of the scanning project for building, engineering, and community development archived files.

#### Council Action Previously Taken:

Date of Action: EDC – 10/1/24      Action Taken: Moved forward to CC consent agenda.

Item Number: EDC 2024-71

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

See attached memo. Please note: it has been determined by the Finance Director that a budget amendment is not needed for this change order.



# Memorandum

To: Economic Development Committee  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Rob Fredrickson, Finance Director  
Date: September 23, 2024  
Subject: **Konica Minolta – Change Order Request (Budget Amendment)**  
Comm Dev Scanning Project

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## **Summary:**

The purpose of this memorandum is to request City Council approval for a budget amendment to cover a necessary change order to complete the Konica Minolta (KMBS) scanning project, which remains within the current fiscal year's available budget.

## **Background:**

The City initiated two projects with Konica Minolta Business Solutions (KMBS) to scan and digitize essential records within the Community Development Department, including building, engineering, and planning related documents and plans.

### **Project #1:**

- Approved Budget: \$136,220
- Scope: Scanning of archived and current residential and commercial Building Department files.
- Status: 100% completed and fully paid (366 of 366 boxes scanned).
- Estimated credit of \$34,916 expected to be applied to Project #2; however, the actual credit was only \$8,483 due to a miscalculation in number and size of documents within Project #1 by KMBS.

### **Project #2:**

- Approved Budget: \$109,376
- Scope: Three (3) phases, including scanning of engineering files, subdivision/commercial landscape plans, archived packets from various commissions, and additional project files.
- Status: 90% completed (401 of 450 boxes scanned). Project halted in July 2024.
  - KMBS has invoiced \$128,658.69 for Phases I and nearly all of Phase II, surpassing the budget by \$19,282.69.
  - Phase III has yet to start, with an estimated cost of \$15,300. KMBS has agreed to waive \$10,642 in transportation expenses for this phase.
- Total paid to date: \$108,298.29, with \$1,077.71 remaining in the approved budget.

## **Budget Amendment Request:**

The City needs to cover an outstanding invoice of \$20,360.40 to complete Phase II, which would put the project \$19,282.69 over the approved budget. Additionally, an estimated \$15,300 is required to complete Phase III.

Therefore, a budget amendment/change order of **\$34,582.69** is requested to cover both the outstanding balance from Phase II and the estimated cost of Phase III. KMBS has agreed to a written commitment that the final cost for Phase III will not exceed \$15,300 and that any additional expenses will not be passed on to the City.

**Staff Recommendation:**

It is staff's recommendation the City Council approve a budget adjustment of \$34,582.69 to ensure completion of the Konica Minolta scanning project. This amount can be accommodated within the current fiscal year's budget, allowing the City to close out the project without further delays or costs.

Staff will be available at Tuesday night's meeting to discuss further and answer any questions.

**Attachments:**

1. Proposed Konica Minolta Change Order Agreement
2. Project 2 – Project Status Report as of 06/20/2024
3. Project 1 Approved Agreement
4. Project 2 Approved Agreement

<b>Title:</b>	<b>The United City of Yorkville</b>	<b>Project:</b>	Project Files, Property Maintenance Files, and Misc. Files
<b>Date:</b>	8/16/2024		
<b>Author:</b>	Cari Wickstrom	<b>Organization:</b>	Konica Minolta Business Solutions
<b>Originator:</b>	Clement Klima	<b>Organization:</b>	<i>Konica Minolta Business Solutions</i>

## Project Specification: Property Maintenance Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- The overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own PDF image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:
  - Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

## Project Specification: Miscellaneous Info Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- The overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own PDF image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:
  - Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

## Project Specification: Project Files (Small and Large Project Files)

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- The overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own PDF image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)  
Found on Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

## Project Estimated Pricing Summary

### Imaging Services Estimated Extended Pricing

The United City of Yorkville has a backfile of hardcopy documents estimated at over **125,000** pages, detailed below. The pricing estimates are based on the number of pages estimated by Konica Minolta based on the number of boxes received when packing/shipping materials. The United City of Yorkville will be billed based on the unit pricing below for **actual** pages processed, but the cost will be \$15,300, and KM will scan all images without exceeding the estimate.

#### BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning standard-size pages, size 11' x 17" or smaller, at 300 DPI (per page)	6¢
Scanning Large-Format plans, page sizes larger than 11" x 17" at 600 DPI (per sheet)	\$1.75
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Document Preparation (per hour)	\$25
Special handling for documents in poor or fragile condition, if required (per hour)	\$28
OCR for full-text search capability	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.

## SUMMARIZED EXTENDED BACKFILE COST-

Project Name	Pages	Documents	Box Qty.	Extended Estimated Price:
Project Files	97,500	63	39	\$11,700
Property Maintenance	20,000	663	8	\$3,000
Miscellaneous Info	7,500	188	2	\$600
<b>Totals:</b>			<b>49</b>	<b>\$15,300</b>
<p>*KM estimates the amount above and will not exceed the \$15,300 estimate above. If the scanning cost is less than estimated, KM will only charge for images scanned without exceeding the estimated price.</p>				

Services	Extended Estimated Price:
White-glove packing service, transportation, and supplies for 437 boxes	\$7,142
Return Shipment– 437 boxes shipped via UPS.	\$3,500
KM CREDIT: White-glove packing service, transportation, and supplies for 437 boxes	-\$7,142
KM CREDIT: Return Shipment– 437 boxes shipped via UPS.	-\$3,500
<b>Totals:</b>	<b>\$0.00</b>

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

## FINAL APPROVALS

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CLIENT: **The City of Yorkville**

AGREED AND ACCEPTED by an authorized representative of each party.

### Company Title Approval

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Title

Approver

Signature

Date Signed

### Konica Minolta Approval

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Title

Approver

Signature

Date Signed

## PROJECT SUMMARY

<b>REPORTING PERIOD:</b>	9/1/2023 – 6/20/2024
<b>CLIENT:</b>	City of Yorkville
<b>PROJECT:</b>	Scanning Project #2
<b>PREPARED BY:</b>	Cari Berry Wickstrom

## STATUS SUMMARY

<b>SCOPE</b>	<b>SCHEDULE</b>	<b>BUDGET</b>	<b>ISSUES</b>
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These indicators provide a quick method of representing the overall status of the project as a whole.

- Green represents an indicator that is on track.
- Yellow represents a cautionary alert for the indicator.
- Red represents a warning alert for the indicator.

## RISKS

Description	Date	Impact	Progress	Status

## WEEK'S SUMMARY

### Tasks that have been worked on:

- COY signed BPO Change Control Form – 6/30/2023
- KM received priority processing list from Krysti on 7/28/2023
- COY- Sent an updated priority list on 8/14/2023.
- KM received approval for all of Phase #1 except Flat Rolled Drawing – 10/19/2023.
- KM will process the of the priority list Krysti has provided.
  - KM has started processing Phase #1 and received approval for all of Phase #1.
- KM received approval to proceed with processing Phase #2 of the project.
- KM will be returning file from the Project #1 at the new facility location.
  - Returned date: 4/16/2024
- KM will billed the remaining amount left out of the \$109, 376 early April 2024.

### Action Items/Upcoming Customer Tasks:

- COY will review files uploaded via SFTP and provide a QA check for indexing and image quality.
- COY is having issue extracting the sample files from the FTP Portal. Krysti will work with her team to extract those files for review. Krysti will review the file with Gina.

### Action Items/Upcoming KMBS Tasks:

- KM will review/monitor COY budget and provide a weekly update via Project Status Report to the City of Yorkville.
- KM will to proceed with processing until the City of Yorkville has approved the samples uploaded via the FTP portal.
- File Return Location Below:
  - Location: In Town Self Storage
    - 132 Indian Springs Drive

- Sandwich, IL 60548

## PROJECT OVERVIEW

The Planned dates identified in this schedule are the anticipated end dates for each task. Planned dates will be adjusted throughout the project life cycle, as they are impacted by internal or external events.

### Budget Chart:

The United City of Yorkville: Project #2							
Phase 1 Priority							
Project Name (Document Type):	Estimated Pages:	Estimated Documents:	Estimated Box:	Actual Box Count:	Estimated Price:	Project Complete Y/N:	Billed Amount:
Engineering Files (from Flat File Room)	52,500	1,313	21	17	\$6,300	Y	\$5,738.66
Rolled File Drawing (from Flat File Room)	4,200	210	21	34	\$7,350	Y	\$21,566.50
Flat File Drawings (from Flat File Room)	4,000	200	20	20	\$7,000	Y	\$13,486.00
Residential - Landscape and Archive	10,000	251	4	4	\$1,200	Y	\$1,041.00
Commercial - Landscape	7,500	188	3	3	\$900	Y	\$689.99
<b>Totals:</b>	<b>78,200</b>	<b>2,162</b>	<b>69</b>	<b>78</b>	<b>\$22,750</b>		<b>\$42,512.15</b>
Phase 2 Priority							
Project Name (Document Type):	Estimated Pages:	Estimated Documents:	Estimated Box:	Actual Box Count:	Estimated Price:	Project Complete Y/N:	Billed Amount:
Community Development (Development Files)	562,500	14,063	225	303	\$67,500	N	\$55,431.07
Community Development - Drawings	2,000	2,000	10	Mixed in Community Development box count ^^	\$3,500	N	\$16,395.75
Engineering Files - Books	-	-	13	13	\$4,388	Y	\$3,837.07
Commercial Boxes - Added to the Commercial Landscape Chart	-	-	5	5	\$2,100	Y	\$1,617
Project Files (Drawing Room Cabinets/Books)	300,000	7,500	120	39	\$36,000	N	
<b>Totals:</b>	<b>862,500</b>	<b>21,563</b>	<b>363</b>	<b>360</b>	<b>\$109,988</b>		<b>\$77,280.73</b>
Phase 3 Priority							
Project Name (Document Type):	Estimated Pages:	Estimated Documents:	Estimated Box:	Actual Box Count:	Estimated Price:	Project Complete Y/N:	Billed Amount:
Misc. Project Files	7,500	7,500	3	3	\$900		
Property Maintenance Files	25,000	25,000	10	9	\$3,000		
<b>Totals:</b>	<b>32,500</b>	<b>32,500</b>	<b>13</b>	<b>12</b>	<b>\$3,900</b>		<b>0</b>
<b>Packing and Transportation of files Cost:</b>							\$10,642
<b>Estimated leftover budget from Project #1</b>							-\$34,916
<b>Actual leftover budget from Project #1</b>							\$8,483
COY- Budget Tracking:							
<b>Project 2 Budget Net of Project 1:</b>							\$117,859
<b>Billed Amount:</b>							\$119,793
<b>Projected Dollars to be Billed:</b>							\$50,833
<b>Budget Projected Balance:</b>							-\$52,767

### Project total:

Total Project Overview	Current Total	Projected Total	Original Estimate	Difference
<b>Boxes</b>	<b>529</b>	<b>678</b>	<b>442</b>	<b>(236)</b>
<b>Documents</b>	<b>33,429</b>	<b>34,478</b>	<b>30,149</b>	<b>(4,330)</b>
<b>Pages</b>	<b>467,206</b>	<b>599,798</b>	<b>987,700</b>	<b>387,902</b>
<b>Calculated Imaging Cost</b>	<b>\$119,793</b>	<b>\$139,813</b>	<b>\$135,750</b>	<b>-\$4,063</b>
<b>Actual Leftover Budget From Project #1</b>	<b>-\$8,483</b>	<b>-\$8,483</b>	<b>-\$34,916</b>	<b>-\$26,433</b>
<b>White-Glove Pack &amp; Ship</b>	<b>\$7,142</b>	<b>\$7,142</b>	<b>\$7,142</b>	<b>\$0</b>
<b>Return Shipment</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$0</b>
<b>Total Cost</b>	<b>\$121,952</b>	<b>\$141,972</b>	<b>\$111,476</b>	<b>-\$30,496</b>

### Phase #1: (Listed in Priority order)

Engineering Project Overview	Current Total	Projected Total	SOW Estimate	Difference
<b>Engineering Boxes</b>	<b>30</b>	<b>30</b>	<b>21</b>	<b>(9)</b>
<b>Engineering Documents</b>	<b>1,534</b>	<b>1,534</b>	<b>1,313</b>	<b>(222)</b>
<b>Engineering Pages</b>	<b>50,886</b>	<b>50,886</b>	<b>52,500</b>	<b>1,614</b>
<b>Avg. Pages per Document</b>	<b>33</b>	<b>33</b>	<b>40</b>	<b>(7)</b>
<b>Avg. Documents per Box</b>	<b>51</b>	<b>51</b>	<b>62.50</b>	<b>11</b>
<b>Avg. Pages per Box</b>	<b>1,696</b>	<b>1,696</b>	<b>2,500</b>	<b>804</b>
<b>Calculated Imaging Cost</b>	<b>\$9,576</b>	<b>\$9,576</b>	<b>\$6,300</b>	<b>-\$3,276</b>

Rolled Drawings had 13 more boxes than projected in estimate

Rolled Drawings Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Rolled Drawings Boxes	34	34	21	(13)
Rolled Drawings Documents	12,318	12,318	210	(12,108)
Rolled Drawings Pages	12,318	12,318	4,200	(8,118)
Avg. Pages per Document	1	1	20	(19)
Avg. Documents per Box	362	362	10.00	(352)
Avg. Pages per Box	362	362	200	(162)
Calculated Imaging Cost	\$21,557	\$21,557	\$7,350	-\$14,207

Flat Drawings Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Flat Drawings Boxes	20	20	20	-
Flat Drawings Documents	7,706	7,706	4,000	(3,706)
Flat Drawings Pages	7,706	7,706	4,000	(3,706)
Avg. Pages per Document	1	1	20	(19)
Avg. Documents per Box	385	385	200.00	(185)
Avg. Pages per Box	385	385	200	(185)
Calculated Imaging Cost	\$13,486	\$13,486	\$7,000	-\$6,486

Residential Files- Landscape and Archive Misc. Project	Current Total	Projected Total	SOW Estimate	Difference
Residential Files- Landscape and Misc. Boxes	4	4	4	-
Residential Files- Landscape and Misc. Documents	294	294	251	(43)
Residential Files- Landscape and Misc. Pages	4,600	4,600	10,000	5,400
Avg. Pages per Document	16	16	2,500.00	(2,484)
Avg. Documents per Box	74	74	62.75	(11)
Avg. Pages per Box	1,150	1,150	2,500.00	1,350
Calculated Imaging Cost w/ Billing Credit Deducted	\$1,041	\$1,041	\$1,200	\$159

Commercial Landscape- This now includes Large Format images cost and includes the additional 5 Commercial boxes that were found when sorting through the remaining boxes. Billed separately and uploaded as separate batches.

Commercial Landscape and 5 Comm Reg. Boxes Found Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Commercial Landscape Boxes	8	8	8	-
Commercial Landscape Documents	347	347	500	153
Commercial Landscape Pages	7,137	7,137	20,000	12,863
Avg. Pages per Document	21	21	40	(19)
Avg. Documents per Box	43	43	62.50	19
Avg. Pages per Box	892	892	2,500	1,608
Calculated Imaging Cost	\$2,307	\$2,307	\$3,000	\$693

Phase #2:

Community Development Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Community Development Boxes	224	303	225	(78)
Community Development Documents	2,213	2,993	14,063	11,069
Community Development Pages	375,195	507,518	562,500	54,982
Avg. Pages per Document	170	170	40	130
Avg. Documents per Box	10	10	62.50	53
Avg. Pages per Box	1,675	1,675	2,500	825
Calculated Imaging Cost	\$55,431	\$74,980	\$67,500	-\$7,480

Community Drawings Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Community Drawings Documents	9,364	10,081	2,000	(8,081)
Community Drawings Pages	9,364	10,081	2,000	(8,081)
Avg. Pages per Document	1	1	20	(19)
Avg. Documents per Box	45	45	200.00	155
Avg. Pages per Box	45	45	200	155
Calculated Imaging Cost	\$16,396	\$17,651	\$3,500	-\$14,151

Project Files – The final box count was 65, is the boxes labeled small project (31 boxes) and large projects (16 boxes) in this category?

Project Files Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Project Files Boxes	-	39	120	81
Project Files Documents	-	-	7,500	7,500
Project Files Pages	-	-	300,000	300,000
Avg. Pages per Document	-	-	40	(40)
Avg. Documents per Box	-	-	62.50	63
Avg. Pages per Box	-	-	2,500	2,500
Calculated Imaging Cost	\$0	\$0	\$36,000	\$36,000

**Phase #3:**

Property Maintenance- 12 boxes higher than estimated

Property Maintenance Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Property Maintenance Boxes	-	22	10	(12)
Property Maintenance Documents	-	-	625	625
Property Maintenance Pages	-	-	25,000	25,000
Avg. Pages per Document	-	-	40	(40)
Avg. Documents per Box	-	-	62.50	63
Avg. Pages per Box	-	-	2,500	2,500
Calculated Imaging Cost	\$0	\$0	\$3,000	\$3,000

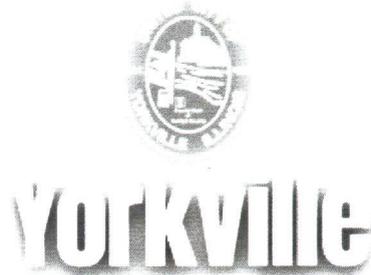
Miscellaneous Info Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Miscellaneous Info Boxes	-	3	3	-
Miscellaneous Info Documents	-	-	188	188
Miscellaneous Info Pages	-	-	7,500	7,500
Avg. Pages per Document	-	-	40	(40)
Avg. Documents per Box	-	-	62.50	63
Avg. Pages per Box	-	-	2,500	2,500
Calculated Imaging Cost	\$0	\$0	\$900	\$900

Not in Change Control Form:

Small Projects - Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Small Projects Boxes	-		31	31
Small Projects Documents	-	-		-
Small Projects Pages	-	-		-
Avg. Pages per Document	-	-		-
Avg. Documents per Box	-	-	-	-
Avg. Pages per Box	-	-	-	-
<b>Calculated Imaging Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Large Projects - Project Overview	Current Total	Projected Total	SOW Estimate	Difference
Large Projects Misc Boxes	-		16	16
Large Projects Documents	-	-		-
Large Projects Pages	-	-		-
Avg. Pages per Document	-	-		-
Avg. Documents per Box	-	-	-	-
Avg. Pages per Box	-	-	-	-
<b>Calculated Imaging Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



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# The United City of Yorkville

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## Backfile Scanning Proposal

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**Submitted by:**  
Clem Klima  
and  
Lisa Jones

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**Submitted Date:**  
12/8/22

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# Executive Summary

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## Introduction & Background

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Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is pleased to provide this Proposal for Document Imaging Services (“Proposal”) in response to the United City of Yorkville’s request for backfile scanning services of its Commercial and Residential Property files. Per the project volume description provided by the City of Yorkville on 9/7/22, it has a large volume of Property documents requiring digitization services within its Community Development Department. The project description provided by the City to KMBS is listed below. As part of its project management due diligence, KMBS will schedule a project review meeting with the United City of Yorkville upon receipt and examination of the City’s document boxes at the scanning facility. The purpose of this meeting is to confirm volume estimates and required project specifications with the City prior to commencing production services. The United City of Yorkville will be billed based upon unit pricing and the number of prep hours required for the **actual** number of pages processed.

- It is estimated that there are an approximate total of 465 standard-size Banker’s boxes that each measure 15 inches in length.
- It is estimated that half of the document-box population, approximately 232 boxes, contain standard-size pages. (Standard-size pages are defined as any page size that is 11” x 17” or smaller).
- It is also estimated that the other half of the document-box population, approximately 233 boxes, contain folded large-format plans. (Large-format plans are defined as any page size that is larger than 11” x 17”).
- For the purposes of quoting this project, it is estimated that there are approximately 150 folded large-format plans per box contained within 233 of the document boxes.
- It is assumed that there are little to no duplex pages (content that appears on both sides of a page).
- It is assumed that each Commercial or Property folder has on average 50 pages per folder.
- It is assumed that the Commercial and Residential folders are currently stored separately in cabinet drawers or Banker’s boxes so that each record category can be identified separately.
- Based on the indexing instruction chart provided by Yorkville, it appears that each Commercial or Residential property folder will be broken out into 3 document types: Permits, Violations, and Plats.
- It is assumed that each of the document types is clearly identified and unitized within a Property folder by way of a folder tab or divider tab, for example..
- It is assumed that index values are labeled on the folder tab or 1st page of a document set in a consistent location, no searching is required.

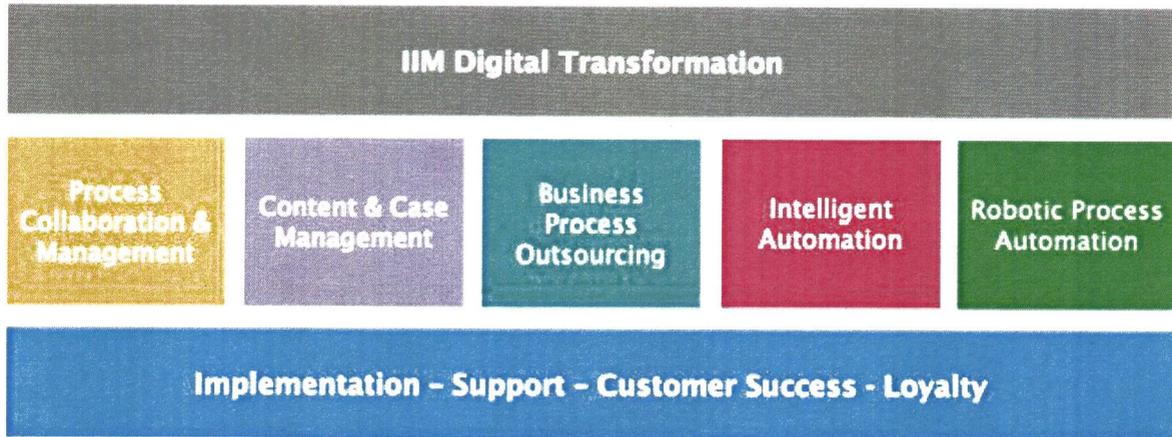
This Proposal presents Konica Minolta’s findings and recommendations to improve Document Management and document retrieval at the United City of Yorkville. These findings and recommendations are based upon the information provided during Konica Minolta’s brief walk-

though of your office and a conference call with the City on 9/7/22. In the event that material changes occur in your environment, or additional key information is missing from this analysis, these recommendations may no longer apply and should be re-examined.

## About Us

Konica Minolta Business Solutions U.S.A., Inc. is a leader in content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Konica Minolta Content Management designs roadmaps through process collaboration, deploys solutions and utilizes support tools to help manage content, enhance security, integrate with core business systems, replace legacy systems, and accelerate processes with intelligent and robotic process automation. Our solutions capture and distribute documents in any form, automate routing, maintain compliance, preserve records and more -- to speed the flow of information, control costs and make all essential business processes more productive.



From business process outsourcing to content management, we guide our customers to the best solution for their digital transformation. Through our consultative process, we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals.

The world runs on innovation. We shape it.

## Solution Assessment Review

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### CURRENT STATE

United City of Yorkville currently manages a variety of documents in hard copy. These documents are either filed in traditional file cabinets or stored in boxes. There are two record categories and three document types for each as listed below:

- Commercial Properties:
  - Permits
  - Violations
  - Plats
- Residential Properties:
  - Permits
  - Violations
  - Plats

### Desired Outcome

The benefits of digitization include reducing the time and effort associated with retrieving these records and saving senior knowledge workers time as they conduct their work in reliance of this vital information. The incidence of lost or misfiled files will be reduced, the long-term archival of the documents will be accomplished, and responsiveness to outside requests will be materially faster.

### Critical Success Factors

- KMBS will schedule a project review meeting with the United City of Yorkville upon receipt and examination of the City's document boxes at the Konica Minolta scanning facility.
- The purpose of this meeting is to confirm volume estimates and required project specifications with the City prior to commencing production services.
- The United City of Yorkville will be billed based upon unit pricing and the number of prep hours required for the **actual** number of pages processed.
- This project proposal is based on the following project assumptions that will need to be validated upon KMBS's receipt of the City of Yorkville document boxes:
  - Page volumes are based on 465 standard-size boxes, half of which contain standard size pages and the other half contain large-format plans.
  - It is assumed that there are approximately 150 folded large-format plans in half of the document boxes.
  - Residential and Commercial Property files are stored separately so that each record category is easily identifiable.
  - Each property folder will be broken out into 3 document types: Permits, Violations, Plats.
  - The approximate average number of pages per document type is 17 pages.
  - Document types within the Property folders are clearly identifiable and unitized with the folder.
  - Index values are clearly located on the folder tab or on the 1st page of a document set in a consistent location, no searching by KMBS is required.
  - There will be 4 index values per document

- Overall condition of pages and plans are in moderately good condition, not requiring manual repair to facilitate the scanning process.

## Proposed Solution Summary

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Konica Minolta recommends the United City of Yorkville entrust their document imaging to us. Documents will be scanned and indexed by Konica Minolta and delivered to the United City of Yorkville's preferred retrieval solution. The benefits of outsourcing this work to Konica Minolta include:

**History** – We have been delivering top-quality imaging services to organizations like yours for more than two decades.

**Quality** – We have developed many proprietary quality assurance systems, some of which have been licensed to other capture companies and existing customers. We have a national reputation for our quality. Since many of these systems are automated, we can provide extra quality assurance steps at no additional cost to our clients. Most other BPO centers charge extra for these additional quality assurance measures.

**Speed** – We are able to complete the capture and delivery processes in a highly compressed timeframe.

**Cost** – We provide an exceptional price-performance value, considering the overall quality and the value of our on-time and on-budget project management services.

**Geographic Diversity** – We have processing facilities on both coasts and centrally located, allowing us to serve clients throughout the country.

**Dedicated Project Management** – We assign a Project Manager and Certified Document Imaging Architech™ (CDIA)/Enterprise Content Management Specialist (ecm<sup>s</sup>) to your organization for the duration of the capture process so your organization reaps the benefits of a quality, valued solution on time and on budget.

Konica Minolta can continue to perform ongoing, go-forward imaging work, and also work with United City of Yorkville to establish an internal imaging operation. Ad hoc scanning can be performed by users under either go-forward scenario.

# Project Estimated Pricing Summary

## Imaging Services Estimated Extended Pricing

The United City of Yorkville currently has a backfile of hardcopy documents estimated at over 638,382 pages. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of pages estimated by Konica Minolta based upon the project description provided by the City during a conference call on 9/7/22. The United City of Yorkville will be billed based upon the unit pricing below for **actual** pages processed.

### BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning standard-size pages, size 11" x 17" or smaller, at 300 DPI (per page)	6¢
Scanning Large-Format plans, page sizes larger than 11" x 17," at 600 DPI (per sheet)	\$1.75
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Document Preparation (per hour)	\$25
Special handling for documents in poor or fragile condition, if required (per hour)	\$25
OCR for full-text search capability	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.

ORIGINAL BUDGETARY ESTIMATE THAT RECEIVED BOARD APPROVAL IN NOVEMBER 2022.

Project Name	Pages	Documents	Extended Estimated Price
The budgetary estimated shown was based assuming each property folder would be scanned at the folder level, and 2 index values per document:			
232 Bankers boxes (15" L) containing Standard-Size pages (sizes 11" x 17" or smaller)	603,432	11,832	\$64,027
233 Bankers boxes (measuring 15" in length) containing folded Large-Format plans (sizes are larger than 11" x 17"). Estimate assumes approximately 150 folded large-format plans per box.	34,950	-	\$61,197
<b>The Original Budgetary Estimate Total Provided in Sept 2022:</b>			<b>\$125,224</b>
Revised Project Estimate shown below is based on there being 3 document types per Property folder and 4 index values per document, resulting in an estimated project increase of \$16,572, as shown below:			
232 Bankers boxes (15" L) containing Standard-Size pages (sizes 11" x 17" or smaller)	627,096	35,496	\$77,930
233 Bankers boxes (measuring 15" in length) containing folded Large-Format plans (sizes are larger than 11" x 17"). Estimate assumes approximately 150 folded large-format plans per box.	34,950	-	\$61,197
<b>Estimated Project Total based on additional document types and index values:</b>			<b>\$139,093</b>

## Additional Pricing (Applies only if required and authorized by the City)

Additional Services and Pricing	Unit Pricing
Disaster Recovery Archival CD Copy (per CD – if applicable)	\$20
Disaster Recovery Annual Storage (per CD, per year – if applicable)	\$15
Shredding and Disposal of documents (per pound)	25¢
Extended Box Storage (per box, per month)	\$9
Photocopying for poor quality	20¢
Retrieval and faxing of requested documents*	\$35/hour

### Disaster Recovery

In the event of a disaster, data recovery becomes paramount in re-establishing business operations. Konica Minolta will optionally provide an ANSI standard Archival CD Copy of your data and will store it at our facility, in compliance with disaster recovery standards. CDs are used for archival masters because the ANSI standard guarantees backwards compatibility with readers. This standard does not exist for DVDs, making them subject to obsolescence over time. Pricing has been included below for the second master CD copy as well as the annual disaster recovery storage at our facility.

### Box Disposition

There are several options with respect to document disposition.

- Documents may be returned to your office following processing.
- Documents may be stored for 30-days following data delivery at no cost. Documents are delivered on a rolling basis throughout the term of the project as boxes are completed. The 30-day customer QA and destruction cycle are based on each completed and delivered box.

Konica Minolta is authorized to shred all original documents pertaining to the project(s) under this proposal 30-days after the completed work has been delivered. Box destruction will occur on a rolling basis throughout the term of the project based on the delivery of each box.

Konica Minolta will send a Destruction Certificate confirming the destruction. In the event more time is needed for quality assurance testing, the United City of Yorkville will notify Konica Minolta seven-days prior to destruction to hold the content queued for destruction.

If the United City of Yorkville requires boxes to be stored beyond 30-days, Konica Minolta will continue to store the boxes at the prevailing rate.

## White-Glove Packing

The United City of Yorkville may choose to manage transportation and logistics associated with relocating the boxes to be scanned to the Konica Minolta processing facility. In the event the United City of Yorkville engages Konica Minolta to provide white-glove packing and transportation, the following services can be provided:

- On-site inventory and box labeling.
- Management of un-shelving and loading for transportation.
- Creation of box-level manifests including box number and first and last folder tab.
- Detailed chain-of-custody form.

The range of services to be provided by Konica Minolta, and associated costs, are presented below.

## Transportation

The following represents the typical description of services if Konica Minolta is engaged to facilitate the packing transportation of documents:

If Konica Minolta provides the transportation, the documents will be transported to the Konica Minolta processing center via a secure cargo truck. Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time. Prior to transporting documents, both the United City of Yorkville and Konica Minolta will review and sign-off on the final manifest. Both the United City of Yorkville and Konica Minolta will retain a physical copy of the signed manifest. This manifest will be reviewed upon arrival at the Konica Minolta processing center to ensure all contents are accounted for. Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process.

## Processing Center Receipt and Tracking

Storage at our facility will include secure, climate-controlled box storage in our controlled and monitored staging area as well as controlled access in our production area during the scanning and data entry processes.

The procedures for storage at the Konica Minolta processing center during the production life-cycle include specified chain-of-custody processes that involve employee sign-offs for the acceptance and transfer of the records, and control of the records and data during the entire conversion process to ensure that no data or documents are copied or disclosed for any reason other than the communication of technical details or staff questions during the conversion process.



## Security

From building security to redundant data backup, Konica Minolta understands the importance of security as it relates to data and documents. A plethora of security practices and procedures are in place at Konica Minolta to ensure data and documents are secure during the capture process.

Facility security is at the forefront of every customer's mind. Rest assured, from secure-card building to secure-card door entry to operations, Konica Minolta has the necessary security to ensure documents are protected at every phase of capture processing.

Video surveillance provides round-the-clock, digitally captured recordings of all office entrances and exits as well as the operations area. Moreover, no technology devices are permitted in the operations area (e.g., cell phones, USB devices, etc.). Additionally, the data center is firewalled within the operations area. No web hosting or FTP services are provided through Konica Minolta servers.

Konica Minolta provides a fault-over capability for all client data by taking a snapshot every 15 minutes of the main server. As a further protection against a technical failure, Konica Minolta retains all paper documents on-site until all quality assurance steps are completed and the source documents are no longer required. Finally, the server is backed up weekly and the resulting backup is stored off-site.

Serving customers in the government, education, medical, financial, and legal communities, certain standards must be followed. Every Konica Minolta employee signs a confidentiality agreement, acknowledging the proprietary nature of the information being processed and documenting the legal repercussions for failing to comply with this policy.

## Change Control Process

Konica Minolta realizes that from time to time, certain job specifications may need to change. To accommodate project change and facilitate communication of the changes, Konica Minolta utilizes a Change Control Process (document attached). This process allows for any changes to project specifications in a controlled and managed environment. The document outlines any impact on project cost, resources, timelines, etc. and is signed by the United City of Yorkville and Konica Minolta representatives.

Scanned content will be delivered in a format to support the document management software ingestion requirements.

## Project Specifications - General

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The processes listed below will be utilized for all projects under this Proposal, subject to the United City of Yorkville and Konica Minolta approval or adjustment. The project scope-of-work will be agreed upon during the Kickoff meeting.

- There will be one person at the United City of Yorkville and one person at Konica Minolta who will be responsible for the logistics and transportation of the documents.
- Shipping will be billed as incurred.
- Konica Minolta will scan the standard-size documents at 300 DPI.
- Konica Minolta will scan the large-format plans (page sizes larger than 11" x 17") at 600 DPI.
- All documents will be captured in black and white.
- Auto-Rotation will be applied to all images. This automated page orientation function will attempt to orient the page based on text detected. Auto-Rotation does not guarantee a 100% correct orientation of every page scanned.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
  - Square9 (Quoted separately by KMBS)
- Data output will be full-text, multipage PDFs.
- All data deliveries will be made via Secure FTP (SFTP) where the Square9 professional services team will implement and import the scanned data into the Square9 repository (quoted separately by KMBS).
- For projects that have double-sided (duplex) pages, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE). Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes.

We have found content, such as signature pages or fax headers/footers that are less than 850 bytes. Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery, and payment for, a high number of blank pages.

Konica Minolta uses BPE to ensure only blanks are deleted and that no content is lost. This process also ensures that the majority of pages with "bleed-through" that would have survived a 2,500-byte drop-out are deleted.
- Konica Minolta performs a proprietary post-process review that identifies and corrects possible "piggy-back" documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find post-scan.
- Konica Minolta provides a scan-on-demand service to provide access to documents while they are in the capture process.

Konica Minolta provides a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system.

User IDs will be issued based on the instructions provided by the customer's project team leaders. Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST.

Requests in excess of four-per day are subject to a charge of \$35 each, at the discretion of the Konica Minolta Project Manager. After-hours retrieval will be charged at a rate of \$150 per request.

- Konica Minolta has a robust IIM software and SharePoint professional services practice and has resources available to engage with the United City of Yorkville to provide services associated with the ingestion of the images into their IIM software or SharePoint. These services are billable at the then current Professional Services rates.

## Project Specification – Residential and Commercial Property Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- For this project, it is assumed that there are no duplex pages.
- For this project, it is assumed that the Residential and Commercial Property records are stored separately and clearly marked as such in either filing cabinet drawers or storage boxes.
- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is in relatively good condition and will not require repair (such as mending or taping services) in order to facilitate scanning services.
- The files will be unitized at the document level, creating a single document for each document type within a Property folder that is identifiable and unitized by either a divider tab or clipped/stapled document set.
- It is assumed that there is an approximate average of 50 pages per Property folder..
- It is assumed that there is an approximate average of 17 pages per document type within a Property folder.
- The files contain primarily 8½”X11” pages, but will contain large-format plans with sizes larger than 11” x 17”.
- Each Property folder will contain the following document types: Permits, Violations, and Plats
- It is assumed that each document type within a Residential folder will be clearly identifiable such as on a divider tab (no searching is required)
- The documents will be indexed on 4 values: (located on either the file folder tab, divider tab, or on the 1st page of a clipped/stapled document set, in a consistent location)
  - Street Name (all Capital alphabetic letters - Located on either the file folder tab or on the 1st page of a clipped or stapled document set in a consistent location)
  - Numerical address with Direction (such as 101 E - no period. Located on either the file folder tab or on the 1st page of a clipped or stapled document set in a consistent location)
  - Document Type (such as Permit, Violations, and Plats - Document types are clearly identifiable on a folder or divider tab.)
    - The Permit Document Type will require an additional index value which is the Permit Number (such as 2021-16)
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured in black and white.

- **IMPORTANT:** Should the City determine it wants completed documents returned upon project completion it is assumed that pages will not require re-prep services, such as there will be no-restapling, no refastening, or no re-clipping of pages after the scanning process. File folders will be returned empty in the order received and to the original box followed by scanned pages that will be returned loosely with separator sheets to the original box in the order received.

## Key Dates (To Be Determined)

The key dates listed below are preliminary, and mutually agreed upon by the United City of Yorkville and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and the United City of Yorkville.

Description	Target Date
Contract Execution	TBD
Purchase Order Delivery (if necessary)	TBD
Project Kickoff Call/Meeting	TBD
Pack/Ship	TBD
Initial Delivery, Review and Customer Sign-off	TBD
Final Delivery	TBD

Upon execution of this Proposal and a Purchase Order (if necessary) has been received, the digital conversion process identified above will be initiated with development of an initial project plan and schedule. This should take one to two weeks, and be cooperatively developed with the United City of Yorkville as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops during the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

# Proposal Acceptance

## Document Conversion Process and Methodology

The attached Document Conversion Process and Methodology document describes the general processes and procedures employed at the Konica Minolta BPO processing center. Some or all of the processes will be applied to the United City of Yorkville's projects, as described in this Proposal.

### Proposal Acceptance Period

This Proposal, and the pricing contained herein, is valid for a period of 30 days from the date stated on the cover page,

### Controlling Document

This Proposal is subject to the terms and conditions contained in the attached Scanning Services Agreement.

### Acceptance

I have read and understand the terms and conditions set forth in this Proposal. As a duly authorized representative of the United City of Yorkville, I hereby accept this Proposal on behalf of the United City of Yorkville.

I further understand that this Proposal and the governing Scanning Services Agreement constitute the complete and exclusive statement of the agreement between the parties related to the subject matter contained herein, and all prior agreements for these services verbal or written are superseded. Any changes to the scope of work specifications following signature of this agreement are subject to the Change Control Process.

### Selections

Please check below product/service to be acquired:

Yes	No	Product and/or Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Backfile scanning services of Commercial and Residential property files based on an estimated standard-size page count of 627,096 pages and 34,950 large-format plans for a combined estimated project total of 662,046 pages at an estimated cost of <b>\$125,224</b> .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(Optional Service) OCR for full-text search capability of standard-size pages at an additional estimated cost of <b>\$3,135</b> .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	White-Glove packing and transportation services is based on 1 trip to pack an estimated 465 standard-size Bankers boxes. Services include all packing supplies, boxing of documents, creation of a shipping manifest, and transportation to the scanning facility at an estimated cost of <b>\$4,373</b> .
<input type="checkbox"/>	<input checked="" type="checkbox"/>	(Optional Service) KMBS Return Transportation of completed document boxes to the client location is based on 1 trip to return 465 boxes at a cost of <b>\$2,863</b> .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(Optional Service) Certified Document Destruction Services is based on shredding 465 standard-size boxes upon project completion and providing a Certificate of Destruction for the City's records at an estimated cost of <b>\$3,488</b> .

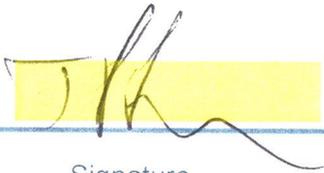
Please check below any additional services that you would like Konica Minolta to provide with respect to this project:

- Master Archival CDs
- CD copies (See Disaster Recovery section, above.)
- Annual disaster recovery storage at KONICA MINOLTA facility (See Disaster Recovery section, above.)
- Box Disposition (Check the option below)
  - Return documents to Customer
  - Store for 30-days following data delivery then, in the absence of a request to hold, destroy
  - Extended Storage (\_\_\_\_\_ Days)

## Signatures

AGREED AND ACCEPTED by an authorized representative of each party.

### The United City of Yorkville Approval

Mayor	John Purcell		12-19-2022
Title	Approver	Signature	Date Signed

### Konica Minolta Business Solutions U.S.A., Inc. Approval

Title	Approver	Signature	Date Signed

Title	Approver	Signature	Date Signed

## Appendix A: Attachment List

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Document Conversion Process and Methodology

Konica Minolta Change Control Process Document Sample

Konica Minolta Scanning Services Agreement (SSA)

## Appendix B: Document Conversion Process & Methodology

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Konica Minolta Business Processing Outsourcing Processing (BPO) Centers are located in Chatsworth, CA, Lexington, KY and Warwick, RI. These processing centers are capable of capturing over eight million images per month. Best practices and quality assurance processes are built into all BPO processes. The National Director has served as Chairman of the Board of the Association for Intelligent Information Management (AIIM), with a focus on BPO quality and best practices. AIIM is an international association focused on IIM and BPO, with over 60,000 members. These quality processes and BPO best practices are deeply ingrained in the Konica Minolta BPO business.

### Project Methodology

Konica Minolta follows a Project Implementation Methodology (PIM) based on lean principles. The PIM provides a framework for a repeatable and continually improving process for delivering high-quality services to our customers.

The PIM provides a common language for the project team and includes best practices and process guides to leverage the experience gained from past projects. It takes into consideration resource and time constraints by utilizing templates, tools, sample project plans, and intellectual capital.

Working with Konica Minolta project managers, customers' team members collaboratively finalize a mutually acceptable project schedule. The schedule outlines tasks and timelines detailing every facet of the project from document pickup and delivery to periodic batch turnaround times.

Roles and responsibilities, a communication plan, and issue tracking and resolution procedures will be finalized during a project kick-off meeting.

### Project Initiation and Planning

Upon the initiation of a project, a Project Initiation Meeting is scheduled between the customer and Konica Minolta. The Project Initiation Meeting will include Processing Center and customer key project team members.

The agenda for this meeting includes evaluating project requirements, determining project timelines, confirming responsibilities of key individuals, establishing designated customer contacts, discussing quality assurance procedures and outlining delivery and pickup schedules. Additionally, overall document preparation and indexing requirements will be discussed.

A resulting project specification document will be created documenting project requirements. This document will include detailed steps related to document pickup and delivery, document preparation activities, including specific knowledge/decision making requirements, indexing, scanning, output, delivery of metadata and digital images, and final box disposition. The Processing Center staff and the customer will work through an iterative process to fine-tune the project specifications until it accurately reflects the procedures required to properly transform the paper documents to digital format.

## Document Pickup and Delivery

Konica Minolta understands the importance of maintaining an iron-clad chain-of-custody with respect to the customer's records.

Konica Minolta is able to provide full service, including packaging, manifesting and shipping documents. Alternatively, customers are able to perform these tasks with clear guidance and tools provided by Konica Minolta. Boxes will be delivered to the Processing Center for processing. A receipt for delivery and pickup will be signed by both a Processing Center and customer authorized contact.

Konica Minolta recommends the use of manifests to support the chain-of-custody as well as document requests throughout the capture process. Konica Minolta provides tools that will support either a detailed or summary manifesting process.

The boxes will be logged in a tracking system when unloaded at Konica Minolta's facility and physically "checked off" on the courier form to ensure receipt. The contents of the box will be reconciled against the enclosed manifest during processing. If there are any anomalies in either the courier form or the manifest, the responsible customer representative will be contacted immediately to correct or reconcile the issue.

Each stage of the transformation from paper to digital format is tracked and managed through a combination of project management tools and Operations personnel and management. Boxes are systematically labeled to track their status and the next step in the process. The tracking system is constantly updated to provide an audit trail and record the flow and status of the documents.

In order to ensure the project is delivered on time, a project plan and timeline will be created and maintained. The project plan and timeline will become the reporting mechanism for regularly scheduled project status reports and meetings.

## Document Preparation

Document preparation includes creation and application of bar-code break sheets, staple removal, document separation, organization, taping of torn documents and photocopying of poor originals, if necessary.

The document preparation staff will apply a break (cover) sheet to each document as required for each project. The bar-coded sheets provide an automated method of populating the index fields during document scanning. The cover sheet can also be manually populated with index values. In the past, Konica Minolta has been able to use a combination of automated bar code indexing and manual document index identification for various projects.

Often it is determined that Konica Minolta can receive electronic files from customers with metadata associated with the documents to be scanned. In these cases, the majority of metadata is provided in electronic form by the customer and Konica Minolta produces barcode slip sheets with this metadata.

This process provides two benefits: (1) It provides 100 percent accuracy on document indexing and; (2) It provides a tool for identifying any missing files or files for which there is no associated data. Any exceptions identified are brought to the attention of the customer's team member

responsible for the project for reconciliation and correction. This process is finalized during the project kick off meeting.

In the event that large format items are included in a project (e.g., blueprints, design drawings, etc., which exceed 11X17”), Konica Minolta is uniquely qualified to capture these documents and integrate the items in the same order in which they were found in the source document of folder. Some vendors scan these items as separate documents, while other vendors group all large format items at the end of a document. Either option creates chaos as pages of content are delivered in an out-of-order sequence.

Konica Minolta utilizes internally developed processes and software to guarantee large format items are captured in the original file order within the collection. After completion of the document preparation, the boxes are moved to the scanning area.

## Scan, Index and Verify

Quality is implemented throughout every stage of the document conversion process. Each project is examined on the front-end and configured to the specifications that will ensure the best quality image. The scan process incorporates personnel skills, technology configuration and a consistent process. Scan operators have years of experience and are skilled with hand-eye coordination, to view every image as it is scanned, while also ensuring it is fed through the scanning equipment properly. The equipment is configured to detect double feeds, preventing “piggy-backs”. The equipment goes through periodic maintenance processes throughout the day, including cleaning and calibration, to ensure optimal performance.

Each scan operator is trained on the specifications of each project and the expected end-results. The scan operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document and adjustments are made to the scanning software to produce a quality scanned image. If automated indexing is performed (through barcodes) during the scanning process, the scan operator verifies and validates upon scan the appropriate values are being populated

Upon completion of scanning, the project will enter the manual indexing stage, if required. Konica Minolta will manually index documents; double-keying any key fields as designated by the customer, and will enter additional indexes as defined in the project. Double blind key indexing is a process whereby an index is entered a second time by a separate operator to validate accuracy. This process assures 99.95 percent accuracy, at the character level, of the indexing. The use of the barcode cover sheets provides significant savings and an even higher level of quality.

Konica Minolta can provide automatic indexing through the use of external database sources utilizing a match and merge process. This process provides additional indexing for minimal cost, will produce high quality indexing results, and will provide additional search criteria for the end user retrieval application.

Konica Minolta has the capability to perform verification checks against data sources provided by the customer to ensure 100 percent accuracy of key fields.

Indexing of each of all content types is determined at the onset of the project. Manual, zonal OCR and blind key verification, along with the use of bar codes when feasible are employed for

the highest level of quality available. The indexing operator and QA staff will verify and validate that the appropriate values are being populated.

Once the indexing has been reviewed and determined to be accurate, the project is transitioned to the post-processing step.

## Post-Processing

Images are post-processed in order to de-skew and remove black borders. Konica Minolta can optionally remove other predictable defects, such as hole-punches.

Once the post-processing has been completed, the project is transitioned to the Quality Assurance process for final review and verification.

## Quality Assurance – Blank Page Deletion

An internally developed, manual-assisted automated Blank Page Eradicator (BPE) technology is utilized to identify true blank pages for deletion, ensuring the majority of blank pages are eliminated from the collection and pages that actually contain content are not arbitrarily deleted. Other BPO processors rely on file size thresholds to delete suspected blanks. The threshold is typically 2,500 bytes. Konica Minolta has found signature pages as small as 850 bytes. By deploying our proprietary BPE process, we ensure our customers never lose vital data due to arbitrary criteria.

Konica Minolta executes a proprietary quality assurance process, developed internally by Konica Minolta technical staff. This process will run against the production data prior to image delivery. The purpose of the quality assurance step is to ensure there is an image for every database entry. Likewise, this step will verify there is a database entry for every image. Furthermore, this process will electronically open every image in the delivery to ensure (1) the image can be opened and (2) the image is not corrupt.

Finally, this quality assurance process will check for embedded break sheets validating there are no “piggy-back” documents in the queue prior to image publication and delivery. A piggy-back condition is created when a break sheet is not properly identified by the scanner and one document becomes the end of the prior document, making that document irretrievable by end-users. Most vendors do not have a means to identify and eliminate this condition. A page-by-page review is conducted by a QA operator. The operator is able to rescan poor images during this final step.

Once quality assurance tasks are completed, the batch is staged for output and delivery.

## Output and Data Delivery

After quality assurance is completed, images will be delivered to the specifications defined by the customer in conjunction with Konica Minolta. Any exceptions reported during transmission will be identified, reconciled and either corrected or reported to the appropriate customer representative for resolution. A designated representative will receive notification emails and electronic deliveries are completed. Optionally, they can get confirmation of a successful load into their document retrieval software. This requires that the software supports auto-notifications.

The customer will then carry out any designated internal quality assurance within thirty (30) calendar days. Upon completion of any customer designated internal quality assurance, the customer will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during the internal quality assurance process. If Konica Minolta is not notified of acceptability of the work delivered, the work delivered will be deemed “accepted” after thirty (30) calendar days.

## Post Delivery Data Purge

All customer data is purged from Konica Minolta servers 60-days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

## Box Disposition/Delivery

Documents are not typically reconstructed to their original state, unless this has been stipulated for the project. Instead, Konica Minolta prepped bundles, along with file folders, will be placed back in the corresponding boxes in which the collection was received. Completed boxes are either returned to the customer, stored for 30-days and destroyed, or placed into extended storage, at the instruction of the customer.

## Destruction Services

Depending on the specific needs of the customer, there are three methods used for destruction:

- **In-house shredding** – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- **In-house third-party shredding** – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner’s shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- **External third-party shredding** – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner’s facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the customer upon completion of shredding.

## Exception Process/Issue Resolution

In the event of exceptions, the Konica Minolta Project Manager will contact the customer’s Project Manager and determine a mutually agreeable means to overcome the exception. Any process change stemming from an exception process will be documented via email with a request for confirmation from the customer’s Project Manager. Any changes will be added to the customer’s processing manual to ensure consistency through the project and, in many cases, supported by a signed Change Control.

## Document Access – Scan on Demand Service

Konica Minolta will provide a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system. User IDs will be issued based on the instructions provided by the customer's project team leaders.

Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST. If daily document access exceeds four requests, Konica Minolta reserves the right to charge \$35/hour for additional requests.

# Appendix C: Konica Minolta Change Control Process Document Sample

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## CHANGE CONTROL

<b>Title:</b>	<b>Project:</b>
---------------	-----------------

<b>Date:</b>			
<b>Author:</b>		<b>Organization:</b>	

<b>Originator:</b>	<b>Organization:</b>
--------------------	----------------------

Proposed Change Description:  
 Justification:  
 Affected Requirements:  
 Impact on Cost:  
 Impact on Schedule:  
 Impact on Resources:  
 Travel:  
 Detailed Review Results:

<b>Approved</b>	<b>Defer Until:</b>	<b>Declined</b>
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

FINAL APPROVALS (Signature Block is Provided Here)

## Appendix D: Scanning Services Agreement

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This Scanning Services Agreement ("Agreement") is made and entered into this \_\_\_ day of December, 2022 ("Effective Date") by and between the United City of Yorkville, located at 800 Game Farm Rd, Yorkville, IL 60560-1133 ("CLIENT"), and Konica Minolta Business Solutions U.S.A., Inc., located at 100 Williams Drive, Ramsey, New Jersey 07446 ("CONTRACTOR").

WITNESSETH

**WHEREAS**, CLIENT desires to engage Contractor to provide the document services specified herein as an independent contractor and in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, CONTRACTOR desires to provide the document services specified herein to CLIENT as an independent contractor and in accordance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. SCOPE OF DUTIES.**

- (a) CONTRACTOR shall provide the services set forth in each proposal issued by CONTRACTOR ("Proposal"), which may be attached hereto or, if not attached, shall be treated as an addendum to this Agreement when fully executed by the parties. To the extent there are any discrepancies or inconsistencies in the terms of this Agreement and a Proposal, the terms of this Agreement shall prevail.
- (b) To the extent CONTRACTOR provides scanning services, CLIENT certifies that CLIENT is authorized by the owner of the documents and data included in the Proposal to deliver the documents and data to CONTRACTOR to be duplicated and captured electronically. CLIENT further certifies that copying and electronically capturing these documents will not violate any copyrights.
- (c) CLIENT Contact Person is: Krysti Barksdale-Noble
- (d) CONTRACTOR and CLIENT may hereafter mutually agree to include additional Statements of Work as Change Controls referencing the original Proposal and this Agreement. Such additional Change Controls shall not be valid unless in writing signed by both parties. Any valid Change Control shall be incorporated herein by this reference and included in the definition of Proposal and Contract Documents, as such terms are used herein.
- (e) In the event that CONTRACTOR is requested or required to perform services beyond those which are specifically set forth in the Proposal or a Change Control, any such additional services and a compensation schedule for such services shall be mutually agreed upon in advance by a written Change Control between the parties, specifying the amended scope of work, project specifications, delivery dates, and the impact on compensation. Said mutually agreed upon Change Control shall be an amendment to the applicable Proposal and this Agreement. If the parties are unable to agree on the

terms of a Change Control, then the parties may agree to complete the project according to the original Proposal or Change Control.

2. **WORK STANDARDS.** CONTRACTOR shall perform the services in a professional and workmanlike manner in accordance with generally accepted industry standards and in material compliance with the original Proposal and each subsequent Change Control executed by the parties. THIS SECTION 2 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **TERM AND TERMINATION.** (a) The term of this Agreement shall commence on the Effective Date and terminate on the date that Contractor receives payment in full for all outstanding Statements of Work contained in Attachment A. (b) Either party may terminate this Agreement for cause if the other party fails to cure a material breach of this Agreement within ten (10) days following receipt of written notice which details the nature of the breach. (c) Either party may also terminate this Agreement without cause upon thirty (30) days written notice to the other party. (d) If this Agreement is terminated by either party without cause, CLIENT shall pay CONTRACTOR for all work completed or otherwise performed up to the date of termination; CLIENT shall be relieved of any further obligations or liabilities to CONTRACTOR, financial and otherwise; and CONTRACTOR shall promptly deliver to CLIENT any deliverable or CLIENT documents in its possession.

4. **COMPENSATION.** In consideration of the performance of the terms of this Agreement, CLIENT shall pay to CONTRACTOR, and CONTRACTOR shall accept from CLIENT, in full payment for CONTRACTOR's services hereunder the fees set forth in the Proposal and any associated Change Controls. CONTRACTOR shall invoice CLIENT monthly. Payment shall be due Net 30 Days from the date of each invoice. Any additional fees shall be mutually agreed upon prior to CONTRACTOR's performing additional services.

5. **CONFIDENTIALITY; INDEMNIFICATION.**

(a) CONTRACTOR recognizes that it will have access to confidential information of CLIENT as a result of its performance of the services hereunder and agrees to take commercially reasonable precaution to safeguard and treat the information as confidential and to take appropriate action by instruction, agreement and notice to its employees of the confidential and proprietary nature of the information provided. CONTRACTOR shall not use or disclose, directly or indirectly, any of the information which it receives from CLIENT other than as required to perform its obligations hereunder.

(b) CONTRACTOR agrees to abide by all applicable state and federal laws regarding the security of the information it receives from CLIENT. CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT from and against any third party claims, causes of action, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising from CONTRACTOR'S disclosure of CLIENT'S employee personal information as a result of CONTRACTOR'S negligence or willful misconduct.

(c) The above confidentiality provisions and indemnification obligations shall not apply to any information or liability arising from disclosure of information that:

- (i) is or (through no improper action or inaction by CONTRACTOR) becomes generally known to the public;
- (ii) was properly in CONTRACTOR's possession or known by it without restriction prior to receipt from CLIENT;
- (iii) was rightfully disclosed to CONTRACTOR by a third party without restriction;
- (iv) was developed by CONTRACTOR independently and without the use of CLIENT's confidential information; or
- (v) is required to be disclosed by court order or operation of law; provided, that CONTRACTOR shall immediately notify CLIENT of such required disclosure to enable CLIENT to contest such disclosure, in which event CONTRACTOR shall take reasonable steps to cooperate with CLIENT to limit such disclosure in accordance with applicable law.

6. **NON-DISCRIMINATION.** CONTRACTOR represents and warrants that it complies with all applicable federal and state laws and regulations governing employment relationships with its employees and subcontractors, including, but not limited to, equal employment and nondiscrimination, affirmative action, sexual harassment, equal pay, accommodation of disabilities, family and medical leave and workplace safety.

7. **LIMITATION OF LIABILITY.** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE OR THIRD PARTY PERSONNEL. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK ISSUED HEREUNDER, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE TWO TIMES (2X) THE TOTAL PAYMENTS MADE BY CLIENT TO CONTRACTOR FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. **WAIVER.** The failure of either party at any time to require performance by the other party of any provision expressed herein shall in no way affect such party's right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any provision

expressed herein be taken or held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

9. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture.

10. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

11. **NOTICE.** All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), and addressed:

If to CLIENT:                   The United City of Yorkville  
                                          Attn.: Krysti Barksdale-Noble  
                                          800 Game Farm Road  
                                          Yorkville, IL 60560

If to CONTRACTOR:   Konica Minolta Business Solutions U.S.A., Inc.  
                                          Attn: Paul Engel  
                                          2464 Fortune Drive, Ste. 180  
                                          Lexington, KY 40509

12. **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement or any Change Controls (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost, and such party resumes performance hereunder as soon as possible.

13. **APPLICABLE LAW.** The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky and the parties consent to the jurisdiction and venue of the state and federal courts of the Commonwealth of Kentucky.

14. **INTEGRATION.** This Agreement (and all attachments) embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, whether oral or written, are merged into this agreement. Neither this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both CONTRACTOR and an authorized representative of CLIENT.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto executed this Agreement as of the Effective Date provided above.



## The United City of Yorkville Approval

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Mayor

Title

John Purcell

Approver



Signature

12-19-2022

Date Signed

## Konica Minolta Approval

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Title

Approver

Signature

Date Signed



KONICA MINOLTA

# Konica Minolta Change Control

<b>Title:</b>	The United City of Yorkville	<b>Project:</b>	Residential-Landscape, Residential Archive Misc., Commercial-Landscape, Community Development, Community Development Drawings, Engineering, Property Maintenance, Misc. Info, Rolled Drawings, and Flat Drawings
<b>Date:</b>	5/4/2023		
<b>Author:</b>	Cari Wickstrom	<b>Organization:</b>	Konica Minolta Business Solutions
<b>Originator:</b>	Clement Klima	<b>Organization:</b>	<i>Konica Minolta Business Solutions</i>

## Project Specification: Residential - Landscape Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)  
TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

## Project Specification: Residential - Archive Misc. Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".

- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
  - TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Commercial - Landscape Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
  - Found on Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Community Development Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)

Address (Found on Folder Tab)

- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Engineering Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:

Folder Tab



File Naming: FoxHill-Unit 1 - Field Reports

- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Property Maintenance Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:

Letter (example: M)



- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Miscellaneous Info Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:  
TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Project Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)  
Found on Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

### Project Specification: Flat and Rolled Drawing Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- The drawings will be unitized on the roll, book, or stapled level; every drawing will be its own .pdf image file.
- It's estimated that there is an average of 20-40 images per group.
- The documents will be indexed on one value:
  - Project Name/Title
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

## Project Estimated Pricing Summary

### Imaging Services Estimated Extended Pricing

The United City of Yorkville has a backfile of hardcopy documents estimated at over **975,200** pages. These are detailed below. The estimates provided for the purposes of pricing are based on the number of pages estimated by Konica Minolta based on the number of boxes received when packing/shipping materials. The United City of Yorkville will be billed based on the unit pricing below for **actual** pages processed.

#### BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning standard-size pages, size 11" x 17" or smaller, at 300 DPI (per page)	6¢
Scanning Large-Format plans, page sizes larger than 11" x 17," at 600 DPI (per sheet)	\$1.75
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Document Preparation (per hour)	\$25
Special handling for documents in poor or fragile condition, if required (per hour)	\$28
OCR for full-text search capability	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.



## SUMMARIZED EXTENDED BACKFILE COST-

Scanning Priority	Project Name	Pages	Documents	Box Qty.	Extended Estimated Price:
1	Residential - Landscape	7,500	188	3	\$900
2	Residential - Archive Misc.	2,500	63	1	\$300
3	Commercial - Landscape	7,500	188	3	\$900
4	Community Development - Drawings	2,000	100	10	\$3,500
5	Engineering	52,500	1,313	21	\$6,300
6	Property Maintenance	25,000	625	10	\$3,000
7	Miscellaneous Info	7,500	188	3	\$900
8	Rolled Drawing	4,200	210	21	\$7,350
9	Flat Drawing	4,000	200	20	\$7,000
10	Project Files	300,000	7,500	120	\$36,000
11	Community Development	562,500	14,063	225	\$67,500
<b>Totals:</b>					<b>\$133,650</b>

## White-Glove Packing and Return Shipping

Packing, Transportation, and Destruction Pricing*	Estimated Cost
White-glove packing service, transportation, and supplies for 437 boxes	\$7,142
Return Shipment– 437 boxes shipped via UPS.	\$3,500



## SUMMARIZED COST-

Project Summarized Cost	
<u>Task:</u>	<u>Extended Estimated Price:</u>
Extended Backfile Cost (437 boxes, 975,200 Estimated Images)	\$133,650
White Glove Pack & Ship	\$7,142
Return Shipment	\$3,500
Estimated Funds Remaining from Residential & Commercial Active/Archive Project	-\$34,916
<b>Total Due:</b>	<b>\$109,376</b>

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

## FINAL APPROVALS

CLIENT: **Company Title**

AGREED AND ACCEPTED by an authorized representative of each party.



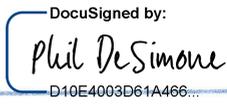
Company Title Approval

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Mayor	John Purcell		10/30/23
Title	Approver	Signature	Date Signed

Konica Minolta Approval

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	Phil DeSimone		
National Director, BPO Services			7/6/2023
Title	Approver	Signature	Date Signed



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

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Tracking Number

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CC 2024-78

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### Agenda Item Summary Memo

**Title:** Fiscal Year 2025 Computer Purchase Order

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**Meeting and Date:** City Council – October 8, 2024

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**Synopsis:** Please see the attached.

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#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

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**Council Action Requested:** Approval

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**Submitted by:** Erin Willrett Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: October 8, 2024  
Subject: FY25 Computer Purchase

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## **Summary**

Approval of FY25 computer purchases.

## **Background**

In 2019, the City developed a computer replacement schedule. This allowed employees to have access to a computer with a current warranty and also allowed the IT provider to work on models that were consistent. For this fiscal year, staff is recommending purchasing 19 laptops and docking stations, 15 monitors, and 5 hard drives.

The following pricing/options was presented to staff:

- SHI for a total of \$36,907.02.
- CDW-G for a total of \$33,211.66
- Paragon for a total of \$30,648.42

## **Recommendation**

Staff is recommending the approval of the Paragon Quotes for the FY25 computer equipment for a total of \$30,648.42. This amount is within the FY25 budget.



Pricing Proposal  
Quotation #: 25285942  
Reference #: Deal ID 28124683  
Created On: 9/10/2024  
Valid Until: 9/30/2024

## IL-City of Yorkville

### Robert Berrelez

651 Prairie Pointe Drive  
Yorkville, IL 60560  
United States  
Phone: 630-551-2337  
Fax:  
Email: RBerrelez@Interdev.com

## Public Sector - Inside Account Executive

### Olivia Scharnikow

300 Davidson Ave  
Somerset, NJ 08873  
Phone: 8005276389 ext. 6245893  
Fax:  
Email: olivia\_scharnikow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell Latitude 5450 Dell - Part#: 3000181106287.1 Contract Name: Open Market Contract #: Open Market	15	\$1,399.42	\$20,991.30
2 Dell Latitude 5550 Dell - Part#: 3000181106291.1 Contract Name: Open Market Contract #: Open Market	3	\$1,566.56	\$4,699.68
3 Mobile Precision 3591 Dell - Part#: 3000181106288.1 Contract Name: Open Market Contract #: Open Market	1	\$1,884.18	\$1,884.18
4 Acer Nitro XV240Y M3bmiiprx - XV0 Series - LED monitor - gaming - 24" (23.8" viewable) - 1920 x 1080 Full HD (1080p) @ 180 Hz - IPS - 250 cd/m - 1000:1 - HDR10 - 0.5 ms - 2xHDMI, DisplayPort - speakers - black Acer - Part#: UM.QX0AA.301 Contract Name: Open Market Contract #: Open Market	13	\$160.00	\$2,080.00
5 Acer EB321HQ - LED monitor - 31.5" - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 300 cd/m - 4 ms - HDMI, VGA - black Acer - Part#: UM.JE1AA.A01 Contract Name: Open Market Contract #: Open Market	2	\$204.00	\$408.00
6 Dell 1TB M.2 PCIe NVMe Class 35 2230 SSD XG5 Dell - Part#: 3000181106286.1 Contract Name: Open Market Contract #: Open Market	5	\$267.57	\$1,337.85
7 Dell Thunderbolt 4 Dock- WD22TB4 Dell - Part#: 3000181106290.1 Contract Name: Open Market	19	\$289.79	\$5,506.01

Contract #: Open Market

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Total      \$36,907.02

**Additional Comments**

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Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*



Thank you for choosing CDW. We have received your quote.

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# QUOTE CONFIRMATION

**ERIN WILLRETT,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCLH937	9/18/2024	PCFH881	5181221	<b>\$33,211.66</b>

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Dell Latitude 5450 - AI Ready - 14" - Intel Core Ultra 5 - 125U - 16 GB RAM</a> Mfg. Part#: 3H85P Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	15	7883080	\$1,011.10	\$15,166.50
<a href="#">Dell Latitude 5550 - AI Ready - 15.6" - Intel Core Ultra 7 - 155U - 16 GB R</a> Mfg. Part#: VFR3R Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	3	7883082	\$1,037.63	\$3,112.89
<a href="#">Dell Precision 3591 - AI Ready - 15.6" - Intel Core Ultra 7 - 155H - vPro E</a> Mfg. Part#: 5J9V3 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	7877825	\$1,828.91	\$1,828.91
<a href="#">Dell P2425H - LED monitor - Full HD (1080p) - 24"</a> Mfg. Part#: DELL-P2425H Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	13	7878797	\$179.03	\$2,327.39
<a href="#">Dell P3223DE - LED monitor - QHD - 31.5" - TAA Compliant</a> Mfg. Part#: DELL-P3223DE Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	7088774	\$400.74	\$801.48
<a href="#">Dell WD22TB4 - docking station - Thunderbolt - HDMI, DP, Thunderbolt - 1GbE</a> Mfg. Part#: DELL-WD22TB4 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	19	6953648	\$290.46	\$5,518.74
<a href="#">Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - extended service</a> Mfg. Part#: 808-3126 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	18	4122702	\$189.14	\$3,404.52

**QUOTE DETAILS (CONT.)**

<a href="#">Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - extended service</a>	1	5725728	\$290.63	\$290.63
Mfg. Part#: 819-5711 Electronic distribution - NO MEDIA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				
<a href="#">Dell - SSD - 1 TB - PCIe</a>	5	5802794	\$152.12	\$760.60
Mfg. Part#: SNP112P/1TB Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				

<b>SUBTOTAL</b>	\$33,211.66
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$33,211.66</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF YORKVILLE ACCOUNTS PAYABL 651 PRAIRIE POINTE DR YORKVILLE, IL 60560-0901 <b>Phone:</b> (630) 553-4350 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF YORKVILLE ERIN WILLRETT 651 PRAIRIE POINTE DR YORKVILLE, IL 60560-0901 <b>Phone:</b> (630) 553-4350 <b>Shipping Method:</b> UPS Ground (Indy 1-2 day)
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



**Sales Contact Info**

**Erin McAuliffe** | (877) 695-5828 | [erin.mcauliffe@cdwg.com](mailto:erin.mcauliffe@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$33,211.66	\$959.82/Month	\$33,211.66	\$1,095.65/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

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# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175620

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

**Bill To:**  
City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

**Ship To:**  
City of Yorkville  
Erin Willrett  
651 Prairie Pointe  
Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name	Terms	Cost Center
Dell Lat 5450 - Ultra5/16GB/256GB SSD/Win11/3Yr Pro (15)	Credit Card	

**External Notes**

Qty	MPN	Description	Notes	Unit Price	Total
15	CUST-NB-DELL	Dell Latitude 5450 - Intel Core Ultra 5 125U / 16GB RAM / 256GB SSD / Win 11 Pro / 14.0", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam / Integrated Intel Graphics / Intel Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth / 3Yr ProSupport  Dell Latitude 5450 BTX Base 210-BLLY - 1 - Intel Core Ultra 5 125U processor (12 MB cache, 12 cores, 14 threads, up to 4.3 GHz Turbo) 379-BFNZ - 1 - Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish 619-ARSB - 1 - Activate Your Microsoft 365 For A 30 Day Trial 658-BCSB - 1 - Integrated Intel graphics for Intel Core Ultra 5 125U processor 338-CNNH - 1 - Intel Rapid Storage Technology Driver 409-BCXT - 1 - Intel vPro Management Disabled 631-BBTF - 1 - 16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors) 370-BBTL - 1 - 256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD 400-BRGL - 1 - 14.0", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam, 4G 391-BJGV - 1 - English US backlit AI hotkey keyboard, 79-key 583-BLMY - 1 - Intel AX211 WLAN Driver 555-BKPM - 1 - Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card 555-BKLQ - 1 - 3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 451-BDGX - 1 - 65W AC adapter, USB Type-C, EcoDesign 492-BDMN - 1 - No Security 346-BKMJ - 1 - E4 Power Cord 1M for US 537-BBDO - 1 - Latitude 5450 Quick Start Guide 340-DMNG - 1 - SERI Guide (ENG/FR/Multi) 340-AGIK - 1 - ENERGY STAR Qualified 387-BBPC - 1 - Fixed Hardware Configuration 998-GWYD - 1 - Dell Additional Software 658-BFQB - 1 - BTS 15/28W CPU + UMA + 65W Adapter ML 340-DPFX - 1 - Intel Core Ultra 5 Non-vPro Label 389-FGSN - 1 - POD Label 389-EDJB - 1 - FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone 319-BBKH - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - Latitude 5450 Bottom Door, U15 321-BKTY - 1 - Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 1 - Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport 989-3449 - 1 - Dell Limited Hardware Warranty 997-8317 - 1 - ProSupport: 7x24 Technical Support, 3 Years 997-8344 - 1 - ProSupport: Next Business Day Onsite, 1 Year 997-8349 - 1 - ProSupport: Next Business Day Onsite, 2 Year Extended 997-8354 - 1 -	Mfg # 3000180688741	1,112.99	16,694.85



# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175622

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

**Bill To:**  
City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

**Ship To:**  
City of Yorkville  
Erin Willrett  
651 Prairie Pointe  
Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name	Terms	Cost Center
Dell Lat 5550 - Ultra7/16GB/512GB SSD/Win11/3Yr Pro (3)	Credit Card	

**External Notes**

Qty	MPN	Description	Notes	Unit Price	Total
3	CUST-NB-DELL	Dell Latitude 5550 - Intel Core Ultra 7 155U / 16GB RAM / 512GB SSD / Win 11 Pro / 15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam / Integrated Intel Graphics / Intel Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth / 3Yr ProSupport  Dell Latitude 5550 BTX Base 210-BLMN - 1 - Intel(R) Core(TM) Ultra 7 155U (12 MB cache, 12 cores, 14 threads, up to 4.8 GHz) 379-BFPD - 1 - Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish 619-ARSB - 1 - Activate Your Microsoft 365 For A 30 Day Trial 658-BCSB - 1 - Assembly Base MTL 5550 338-CNRG - 1 - Integrated Intel graphics for Intel Core Ultra 7 155U processor 338-CNRM - 1 - Latitude 5550 Bottom Door, MTL U15 321-BKTQ - 1 - Intel Rapid Storage Technology Driver 409-BCXY - 1 - Intel vPro Management Disabled 631-BBSQ - 1 - 16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors) 370-BBTL - 1 - 512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD 400-BRFW - 1 - 15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam 391-BJHB - 1 - English US backlit AI hotkey keyboard with numeric keypad, 99-key 583-BLNH - 1 - Intel AX211 WLAN Driver 555-BKQC - 1 - Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card 555-BKLQ - 1 - 3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 451-BDGX - 1 - 65W AC adapter, USB Type-C, EcoDesign 492-BDMN - 1 - No Security 346-BKLV - 1 - E4 Power Cord 1M for US 537-BBDO - 1 - Latitude 5550 Quick Start Guide 340-DMNY - 1 - SERI Guide (ENG/FR/Multi) 340-AGIK - 1 - ENERGY STAR Qualified 387-BBPC - 1 - Fixed Hardware Configuration 998-GXFZ - 1 - Dell Additional Software 658-BFQB - 1 - BTS MTL 65W ADPT 340-DMLZ - 1 - Intel Core Ultra 7 Non-vPro Label 389-FGSP - 1 - POD Label 389-EDJB - 1 - FHD HDR RGB Camera, TNR, Camera Shutter, Microphone 319-BBKK - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 1 - Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport 989-3449 - 1 - Dell Limited Hardware Warranty 997-8317 - 1 - ProSupport: 7x24 Technical Support, 3 Years 997-8344 - 1 - ProSupport: Next Business Day Onsite, 1 Year 997-8349 - 1 - ProSupport: Next Business Day Onsite, 2 Year Extended 997-8354 - 1 -	Mfg # 3000180689139	1,299.99	3,899.97

**Paragon Micro**

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Chicago IL 60677-5695



**Quote**

Q5175622

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024

Qty	MPN	Description	Notes	Unit Price	Total
				Subtotal	3,899.97
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				Total	\$3,899.97

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Accepted By: Printed Name

\_\_\_\_\_  
Purchase Order #

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175623

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

**Bill To:**  
City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

**Ship To:**  
City of Yorkville  
Erin Willrett  
651 Prairie Pointe  
Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name	Terms	Cost Center
Dell Mob Prec 3591 - Ultra7/16GB/512GB SSD/Nvidia/Win11/3Yr Pro	Credit Card	

**External Notes**

Qty	MPN	Description	Notes	Unit Price	Total
1	CUST-NB-DELL	<p>Dell Mobile Precision Workstation 3591 - Intel Core Ultra 7 155U / 16GB RAM / 512GB SSD / Win 11 Pro / 15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN / NVIDIA RTX 500 Ada Generation, 4 GB / Intel Wi-Fi 6/E AX211, 2x2, 802.11ax, Bluetooth / 3Yr ProSupport</p> <p>Dell Mobile Precision Workstation 3591 210-BLND - 1 - Intel Core Ultra 7 155H vPro Essentials (24 MB cache, 16 cores, 22 threads, up to 4.8 GHz, 45W) 379-BFQT - 1 - Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish 619-ARSB - 1 - Intel Core Ultra 7 155H Processor and NVIDIA RTX 500 Ada 4GB GDDR6 Graphics 329-BKFT - 1 - Intel vPro Essentials Technology Enabled 631-BBXD - 1 - Activate Your Microsoft 365 For A 30 Day Trial 658-BCSB - 1 - NVIDIA RTX 500 Ada Generation, 4 GB GDDR6 490-BKBY - 1 - 15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN 391-BJCY - 1 - FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone 319-BBKH - 1 - 16 GB: 1 x 16 GB, DDR5, 5600 MT/s, non-ECC 370-BBYL - 1 - 512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35 400-BRHT - 1 - No Additional Hard Drive 401-AAGM - 1 - NO RAID 817-BBBN - 1 - English US backlit AI hotkey keyboard with numeric keypad, 99-key 583-BLNH - 1 - Single Pointing, Finger Print Reader, CV3+ 346-BKTK - 1 - Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/E (WiFi 802.11ax), Bluetooth 555-BKND - 1 - 4 Cell, 64Whr, Standard Battery 451-BDDK - 1 - 4 Cell Battery Cable 451-BDDN - 1 - 130W Type C Power Adapter 492-BDGH - 1 - ENERGY STAR Qualified 387-BBLW - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - E5 Power Cord 1M for US 537-BBDK - 1 - SERI Guide (ENG/FR/Multi) 340-AGIK - 1 - Intel AX211 WLAN Driver 555-BKSB - 1 - POD Label 389-EDJB - 1 - Packaging for 130W Adapter 340-DQMX - 1 - Fixed Hardware Configuration 998-GWKL - 1 - Intel Core Ultra vPro Essentials Label 340-DMQK - 1 - Dell Additional Software 658-BFPP - 1 - Quick Setup Guide for Mobile Precision 3591 340-DQRD - 1 - Intel Connectivity Performance Suite for Evo/vPro 640-BBTB - 1 - Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport 989-3449 - 1 - ProSupport: 7x24 Technical Support, 3 Years 997-1109 - 1 - Dell Limited Hardware Warranty Plus Service 997-1129 - 1 - ProSupport: Next Business Day Onsite, 3 Years 997-6028 - 1 - Intel(R) Rapid Storage Technology Driver 409-BCXX - 1 -</p>	Mfg # 3000180466603	1,599.99	1,599.99



# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175625

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

### Bill To:

City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

### Ship To:

City of Yorkville  
Erin Willrett  
651 Prairie Pointe  
Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name		Terms	Cost Center		
Acer XV240Y 24" LED / EB321HQ - 32" LED (13/2)		Credit Card			
<b>External Notes</b>					
Qty	MPN	Description	Notes	Unit Price	Total
13	UM.QX0AA.301	Acer Nitro XV240Y M3bmiiprx - XV0 Series - LED monitor - gaming - 24" (23.8" viewable) - 1920 x 1080 Full HD (1080p) @ 180 Hz - IPS - 250 cd/m <sup>2</sup> - 1000:1 - HDR10 - 0.5 ms - 2xHDMI, DisplayPort - speakers - black		147.99	1,923.87
2	UM.JE1AA.A01	Acer EB321HQ - LED monitor - 31.5" - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 300 cd/m <sup>2</sup> - 4 ms - HDMI, VGA - black		189.99	379.98
				<b>Subtotal</b>	2,303.85
				<b>Shipping Cost (FedEx Ground® (2-5 Business Days))</b>	0.00
				<b>Total</b>	\$2,303.85

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SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

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Purchase Order #

Authorized Signature

Date

# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175626

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

**Bill To:**  
City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

**Ship To:**  
City of Yorkville  
Erin Willrett  
651 Prairie Pointe  
Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name		Terms	Cost Center		
Dell 1TB SSD for Dell Opt 3090 (5)		Credit Card			
<b>External Notes</b>					
Qty	MPN	Description	Notes	Unit Price	Total
5	New SKU Required - Hardware	Dell M.2 1TB PCIe NVMe Gen 4 Class 40 SED Solid State Drive		241.99	1,209.95
				<b>Subtotal</b>	1,209.95
				<b>Shipping Cost (FedEx Ground® (2-5 Business Days))</b>	0.00
				<b>Total</b>	\$1,209.95

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Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

# Paragon Micro

PO Box 775695  
Chicago IL 60677-5695



# Quote

Q5175627

DUNS: 800436714  
TIN: 20-0144408  
CAGE CODE: 4ZHT8

**Bill To:**  
City of Yorkville  
Accounts Payable  
651 Prairie Point  
Yorkville IL 60560

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Yorkville IL 60560

<b>Date:</b>	<b>Expires:</b>
8/27/2024	9/26/2024
<b>Sales Rep</b>	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
<b>Customer Contact</b>	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name		Terms	Cost Center		
Dell WD22TB4 Dock (19)		Credit Card			
<b>External Notes</b>					
Qty	MPN	Description	Notes	Unit Price	Total
19	DELL-WD22TB4	Dell WD22TB4 - Docking station - Thunderbolt - HDMI, DP, Thunderbolt - 1GbE - 130 Watt - Brown Box - with 3 years Advanced Exchange Service		259.99	4,939.81
				Subtotal	4,939.81
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				<b>Total</b>	<b>\$4,939.81</b>

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name \_\_\_\_\_

Purchase Order # \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #2

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Tracking Number

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CC 2024-79

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### Agenda Item Summary Memo

**Title:** Cyrus One Watermain Easements – SOO Green and Yorkville Nexus LLC

**Meeting and Date:** City Council – October 8, 2024

**Synopsis:** Please see the attached memo.

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#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 3, 2024  
Subject: Cyrus One watermain easements – SOO Green and Yorkville Nexus

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## **Summary**

Consideration of an ordinance authorizing the acquisition of temporary construction and permanent easements for the Cyrus One watermain loop from two landowners.

## **Background**

This item was last discussed by the City Council at the August 27<sup>th</sup> meeting when the City Council approved easements from one landowner. Since that meeting, we have secured four easements (two permanent and two temporary) from two landowners for the watermain extension project. The first landowner is SOO Green HVDC Link ProjectCo, LLC, and the second landowner is Yorkville Nexus LLC. Yorkville Nexus LLC's easements are being given to the City at no cost, as they are expected commence development soon. SOO Green's easements are being given at no cost, but for a crop damage reimbursement if construction impacts the existing crops (estimated value \$3,000 or less). Ordinance 2023-17 and Ordinance 2024-31 confirms easement acquisition costs are to be reimbursed by Green Door / Yorkville Nexus / Cyrus One as part of their infrastructure extension. The exact paying reimbursing entity is subject to a civil agreement between the entities and all entities have understood the City will be acquiring these easements.

## **Recommendation**

Staff recommends approval of the ordinance authorizing the acquisition of temporary construction and permanent easements for the Cyrus One watermain project.

**Ordinance No. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS AUTHORIZING THE ACQUISITION OF CERTAIN EASEMENTS  
FOR THE CONSTRUCTION OF WATER MAINS**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, Yorkville Nexus, LLC, an Illinois limited liability company (“Yorkville Nexus”), submitted a proposal to the City to develop approximately two hundred seventy-nine (279) acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”); and

**WHEREAS**, Yorkville Nexus, as a part of its proposal to the City, requested the City to extend water services to the Development Site and further agreed to be responsible for all costs incurred by the City for the engineering design fees, acquisition of required temporary and permanent easements, and the cost of construction related to water service extended to the Development Site, and all permit fees for its construction (the “*Project*”); and

**WHEREAS**, the City has proceeded to negotiate the acquisition of the easements required to construct the Project from the owner of certain property along Corneils Road and is prepared to authorize the acceptance of and consideration due for the conveyance of temporary construction easements and permanent easements (collectively, the “*Easements*”) as hereinafter provided;

**WHEREAS**, SOO Green HDVC Link ProjectCo, LLC, a Delaware limited liability company (“Grantor”), has agreed to provide the City Easements on Grantor’s property, provided the City agrees to Grantor burying certain high voltage direct current lines through the Easements, to compensate Grantor for certain crop damage, and other consideration pursuant to an Agreement between the City and the Grantor, attached hereto as Exhibit A.

**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 September 26, 2024, from SOO Green HVDC Link ProjectCo LLC, a Delaware limited liability company, as Grantor, said easement being located within Parcel No. 02-18-100-003.
2. Temporary Construction Easement dated September 26, 2024, from SOO Green HVDC Link ProjectCo LLC, a Delaware limited liability company, as Grantor, said easement being located within Parcel No. 02-18-100-003.
3. Permanent Easement dated September 26, 2024, from Yorkville Nexus LLC, an Illinois limited liability company, as Grantor, said easement being located within Parcel No. 02-18-100-005.
4. Temporary Construction Easement dated September 26, 2024, from Yorkville Nexus LLC, an Illinois limited liability company, as Grantor, said easement being located within Parcel No. 02-18-100-005.

**Section 3.** The City Council hereby authorizes the Mayor and the City Clerk to execute an Agreement between the City and Soo Green HDVC Link ProjectCo LLC, in the form attached hereto as Exhibit A.

**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

Owner SOO Green HVDC Link Projectco LLC  
Address Corneils Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-18-100-003

## PERMANENT EASEMENT

SOO Green HVDC Link Projectco LLC, a Delaware limited liability company ("Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees ("Grantee"), a permanent non-exclusive easement for the purpose of the construction and maintenance of an underground water main and underground appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto (the "Premises") along with the right of access from Corneils Road thereto. Grantee also agrees to compensate Grantor for any crop damage suffered by Grantor as a direct result of Grantor's exercise of the rights granted herein.

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 an agreed amount of consideration for crop damage occurring during the construction of the water main, all claims arising out of the above acquisition and construction of the water main shall have been settled, including without limitation, any diminution in value to any remaining property of 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 Grantee or Grantee's agents which may cause damage to 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 26<sup>th</sup> day of September, 2024.

SOO Green HVDC Link Projectco LLC, a  
Delaware limited liability company

By:   
Signature

Neil W. Jones  
Printed Name

Authorized Individual - VP Real Estate  
Title

North Carolina  
State of ~~Illinois~~ )  
Wake ) ss mcc  
County of ~~Kendall~~ )

I, Meagan L. Clark, a Notary Public in and for the County and State aforesaid, do hereby certify that Neil W Jones, 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 26<sup>th</sup> day of September, 2024.

Meagan L. Clark  
Notary Public



*This instrument was prepared by:*  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

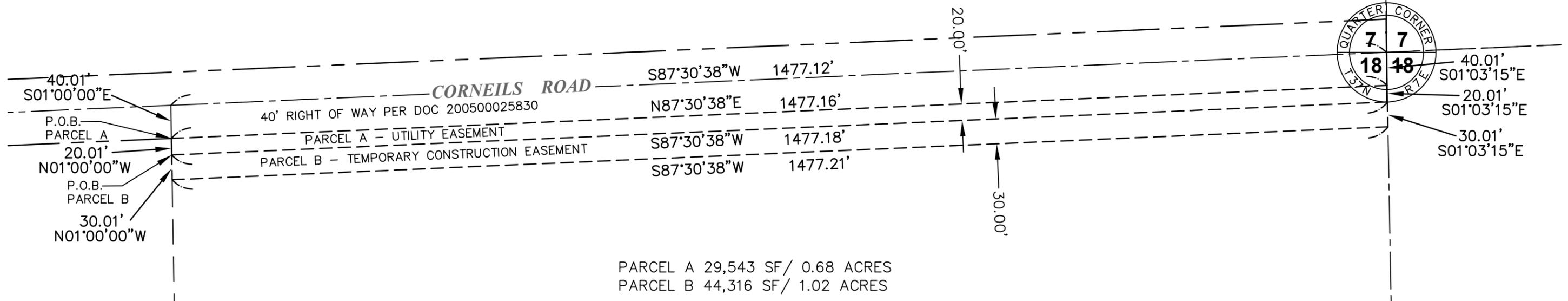
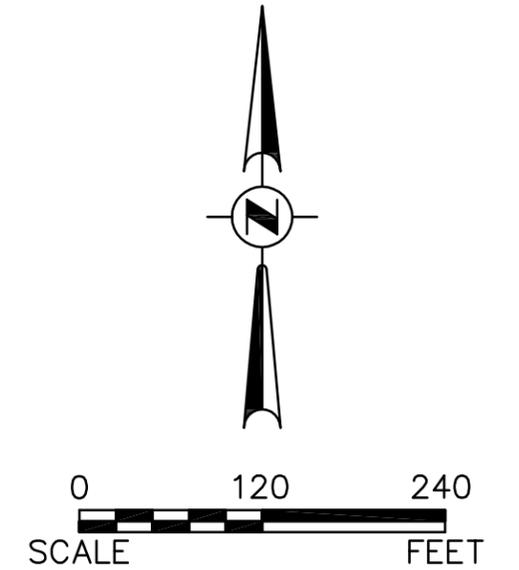
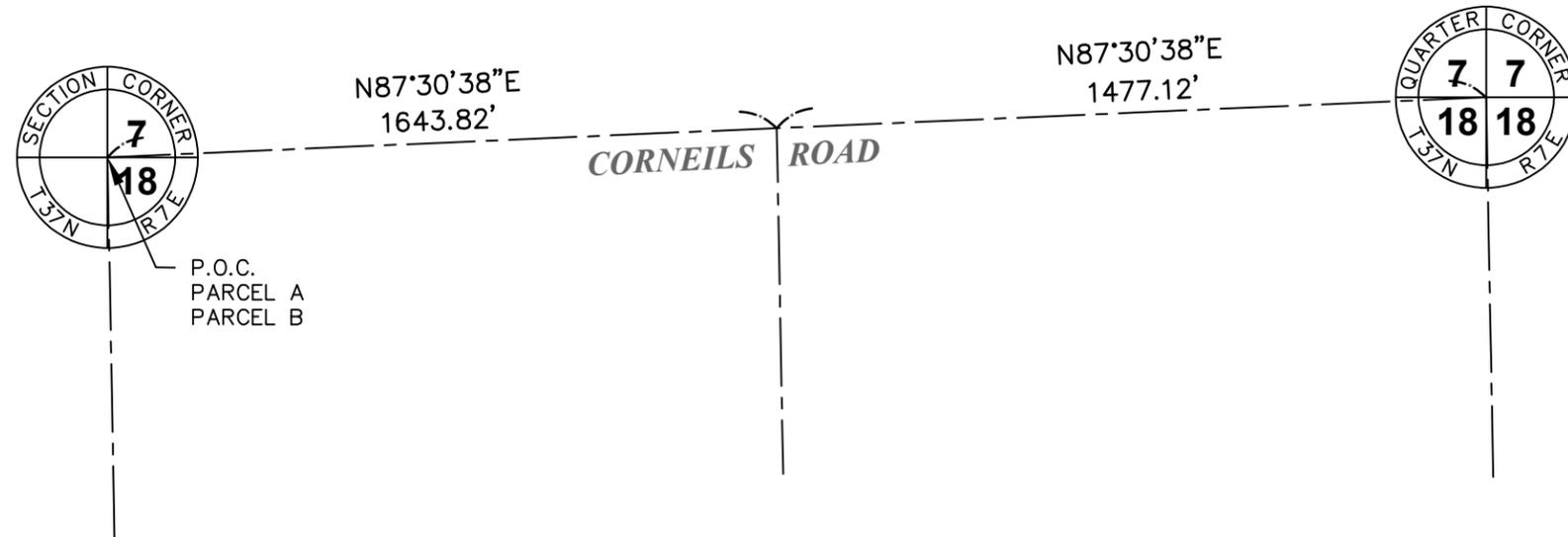
*After recording, return to:*  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

## EXHIBIT A

### PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION, 1643.82 FEET TO THE WEST LINE OF PARCEL 6 DESCRIBED IN DOCUMENT 200500003352; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 40.01 FEET TO THE SOUTH LINE OF CORNEILS ROAD DEDICATED BY DOCUMENT 200500025830 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG SAID SOUTH LINE, 1477.16 FEET TO THE EAST LINE OF SAID PARCEL; THENCE SOUTH 01 DEGREES 03 MINUTES 15 SECONDS EAST, ALONG SAID EAST LINE, 20.01 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 38 SECONDS WEST, 1477.18 FEET TO THE WEST LINE OF SAID PARCEL; THENCE NORTH 01 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID WEST LINE, 20.01 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# EXHIBIT



**Engineering Enterprises, Inc.**

**CONSULTING ENGINEERS**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / www.eeiweb.com

Owner SOO Green HVDC Link Projectco LLC  
Address Corneils Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-18-100-003

## TEMPORARY CONSTRUCTION EASEMENT

SOO Green HVDC Link Projectco, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees ("Grantee"), a temporary non-exclusive construction easement for the purpose of construction of an underground water main and underground appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto (the "Premises"). Grantee also agrees to compensate Grantor for any crop damage suffered by Grantor as a direct result of Grantor's exercise of the rights granted herein.

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

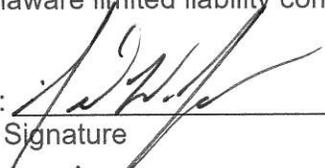
Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of 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 Grantee or Grantee's agents which may cause damage to 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 26<sup>th</sup> day of September, 2024.

SOO Green HVDC Link Projectco LLC, a  
Delaware limited liability company

By:   
Signature

Neil W. Jones  
Printed Name

Authorized Individual - UT - Real Estate  
Title

North Carolina  
State of Illinois )  
                          ) ss MLC  
County of Kendall )  
Wake

I, Meagan L Clark, a Notary Public in and for the County and State aforesaid, do hereby certify that Neil W Jones, 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 26<sup>th</sup> day of September, 2024.

Meagan L Clark  
Notary Public



State of Illinois        )  
                                  ) ss  
County of Kendall        )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

*This instrument was prepared by:*  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

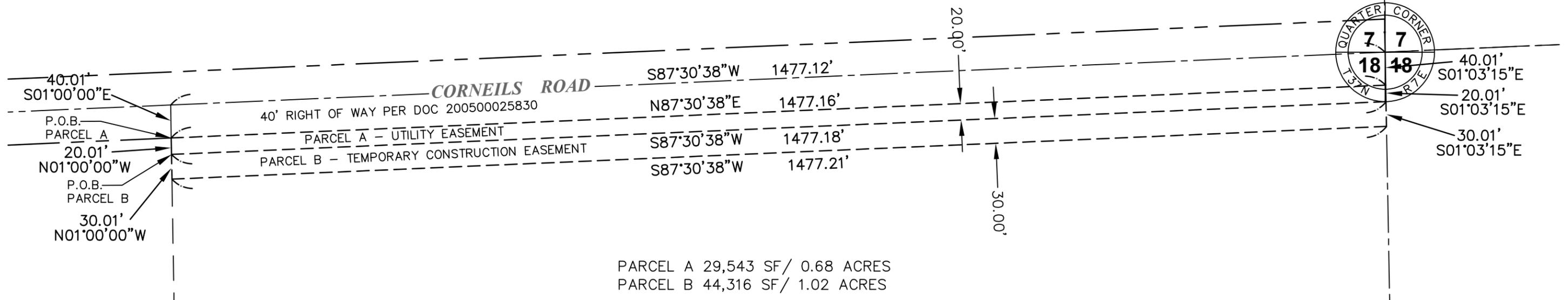
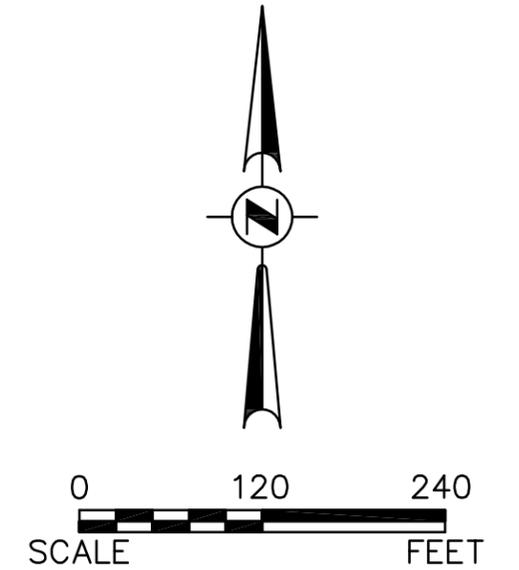
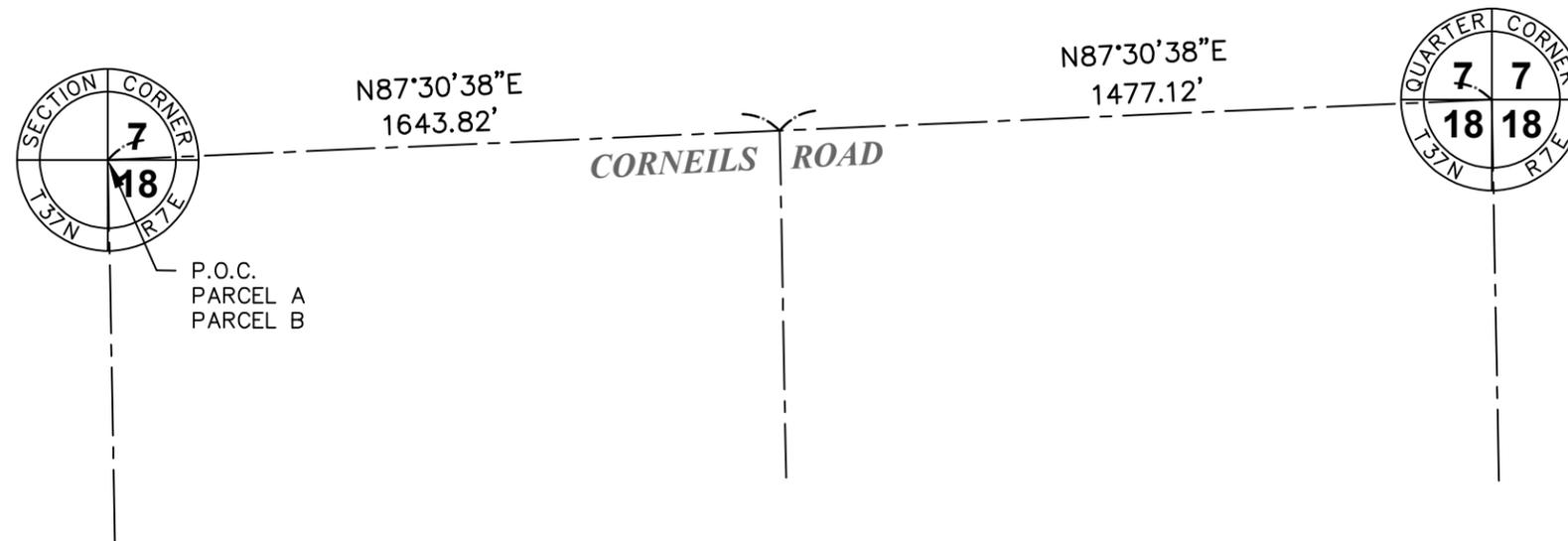
*After recording, return to:*  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

**EXHIBIT A**

**PARCEL B (30' TEMPORARY CONSTRUCTION EASEMENT)**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 1643.82 FEET TO THE WEST LINE OF PARCEL 6 DESCRIBED IN DOCUMENT 200500003352; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 60.02 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, 1477.18 FEET TO THE EAST LINE OF SAID PARCEL; THENCE SOUTH 01 DEGREES 03 MINUTES 15 SECONDS EAST, ALONG SAID EAST LINE, 30.01 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 38 SECONDS WEST, 1477.21 FEET TO THE WEST LINE OF SAID PARCEL; THENCE NORTH 01 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID WEST LINE, 30.01 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# EXHIBIT



**Engineering Enterprises, Inc.**

**CONSULTING ENGINEERS**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / www.eeiweb.com

Owner Yorkville Nexus LLC  
Address Corneils Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-18-100-005

## PERMANENT EASEMENT

Yorkville Nexus LLC (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a watermain and 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 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 26<sup>th</sup> day of September, 2024.

By: Matthew B. Gilbert  
Signature

Matthew B. Gilbert  
Printed Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

State of Illinois )  
 ) ss  
County of Kendall )

I, Jori Marie Behland, a Notary Public in and for the County and State aforesaid, do hereby certify that Matthew B. Gilbert, 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 26<sup>th</sup> day of September, 2024.

Jori Marie Behland  
Notary Public



---

State of Illinois )  
 ) ss  
County of Kendall )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

---

*This instrument was prepared by:*  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

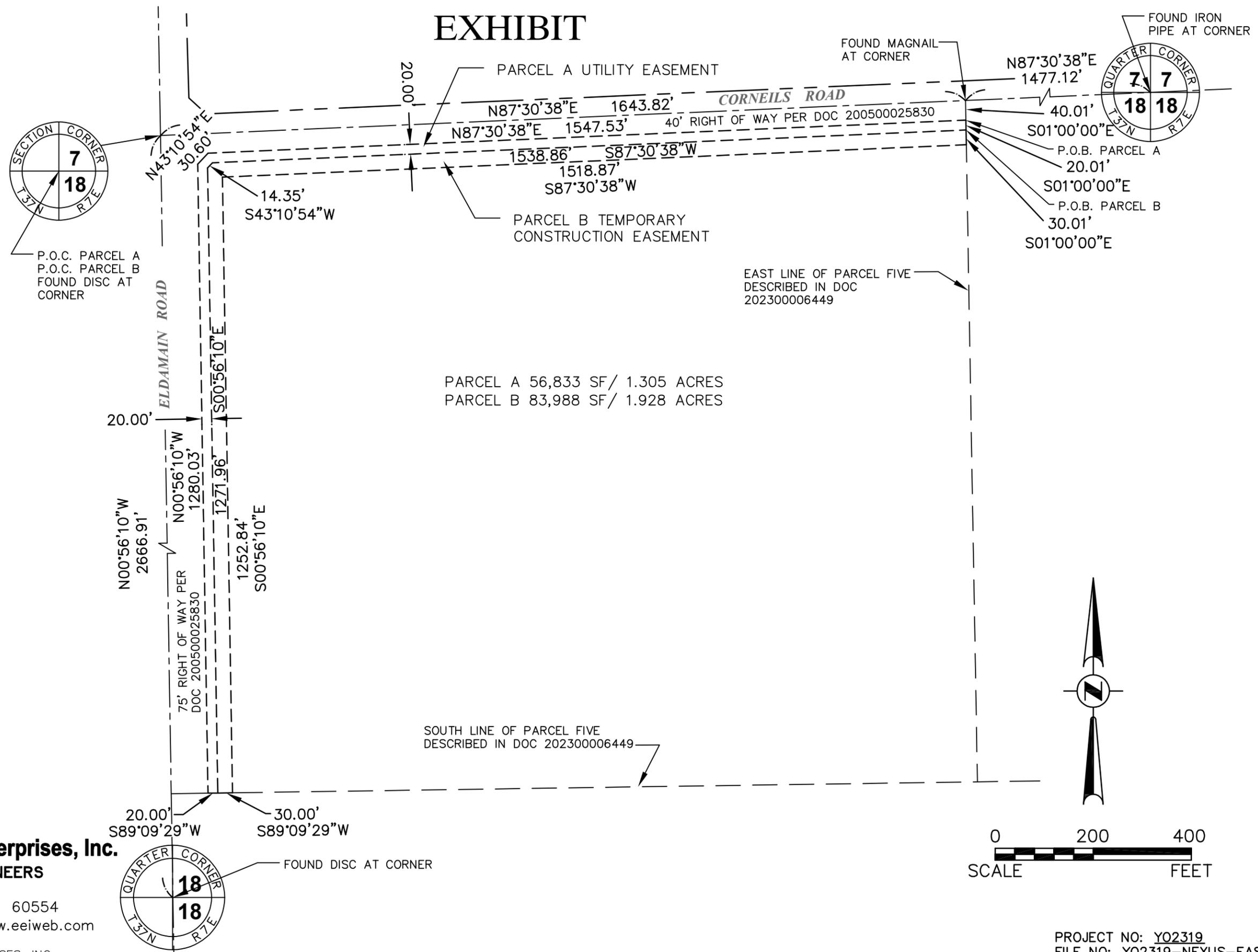
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United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

## EXHIBIT A

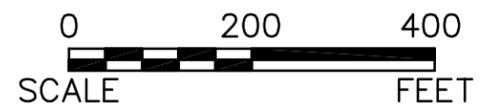
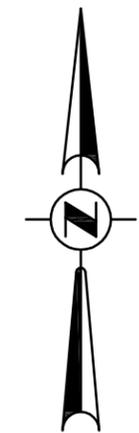
### PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION, 1643.82 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN DOCUMENT 202300006449; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE, 40.01 FEET TO THE SOUTH LINE OF CORNEILS ROAD DEDICATED BY DOCUMENT 200500025830 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, 20.01 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 38 SECONDS WEST, 1538.86 FEET; THENCE SOUTH 43 DEGREES 10 MINUTES 54 SECONDS WEST, 14.35 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 10 SECONDS EAST, 1271.96 FEET TO THE SOUTH LINE OF SAID PARCEL 5; THENCE SOUTH 89 DEGREES 09 MINUTES 29 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE EAST LINE OF ELDAMAIN ROAD DEDICATED BY DOCUMENT 200500025830; THENCE NORTH 00 DEGREES 56 MINUTES 10 SECONDS WEST, ALONG SAID EAST LINE, 1280.03 FEET TO THE SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO KENDALL COUNTY HIGHWAY DEPARTMENT BY DOCUMENT 201300009343; THENCE NORTH 43 DEGREES 10 MINUTES 54 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, 30.60 FEET TO THE SOUTH LINE OF SAID CORNEILS ROAD; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG SAID SOUTH LINE, 1547.53 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

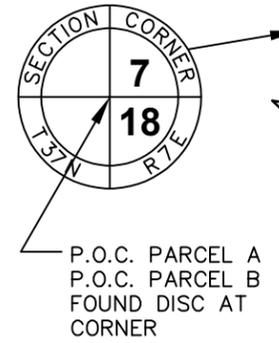
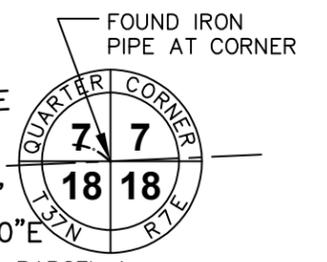
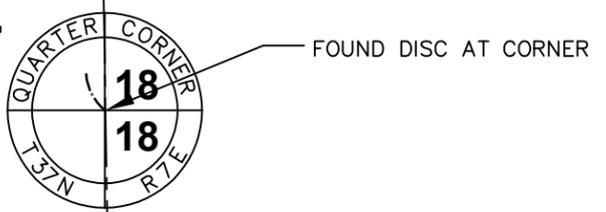
# EXHIBIT



PARCEL A 56,833 SF/ 1.305 ACRES  
 PARCEL B 83,988 SF/ 1.928 ACRES



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



Owner Yorkville Nexus LLC  
Address Corneils Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-18-100-005

## TEMPORARY CONSTRUCTION EASEMENT

Yorkville Nexus LLC (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 26<sup>th</sup> day of September, 2024.

By: Matthew B. Gilbert  
Signature

Matthew B. Gilbert  
Printed Name

By: \_\_\_\_\_  
Signature

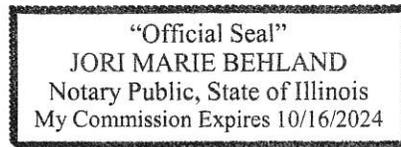
\_\_\_\_\_  
Printed Name

State of Illinois )  
 ) ss  
County of Kendall )

I, Jori Marie Behland, a Notary Public in and for the County and State aforesaid, do hereby certify that Matthew B. Gilbert, 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 26<sup>th</sup> day of September, 2024.

Jori Marie Behland  
Notary Public



---

State of Illinois )  
 ) ss  
County of Kendall )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

---

*This instrument was prepared by:*  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

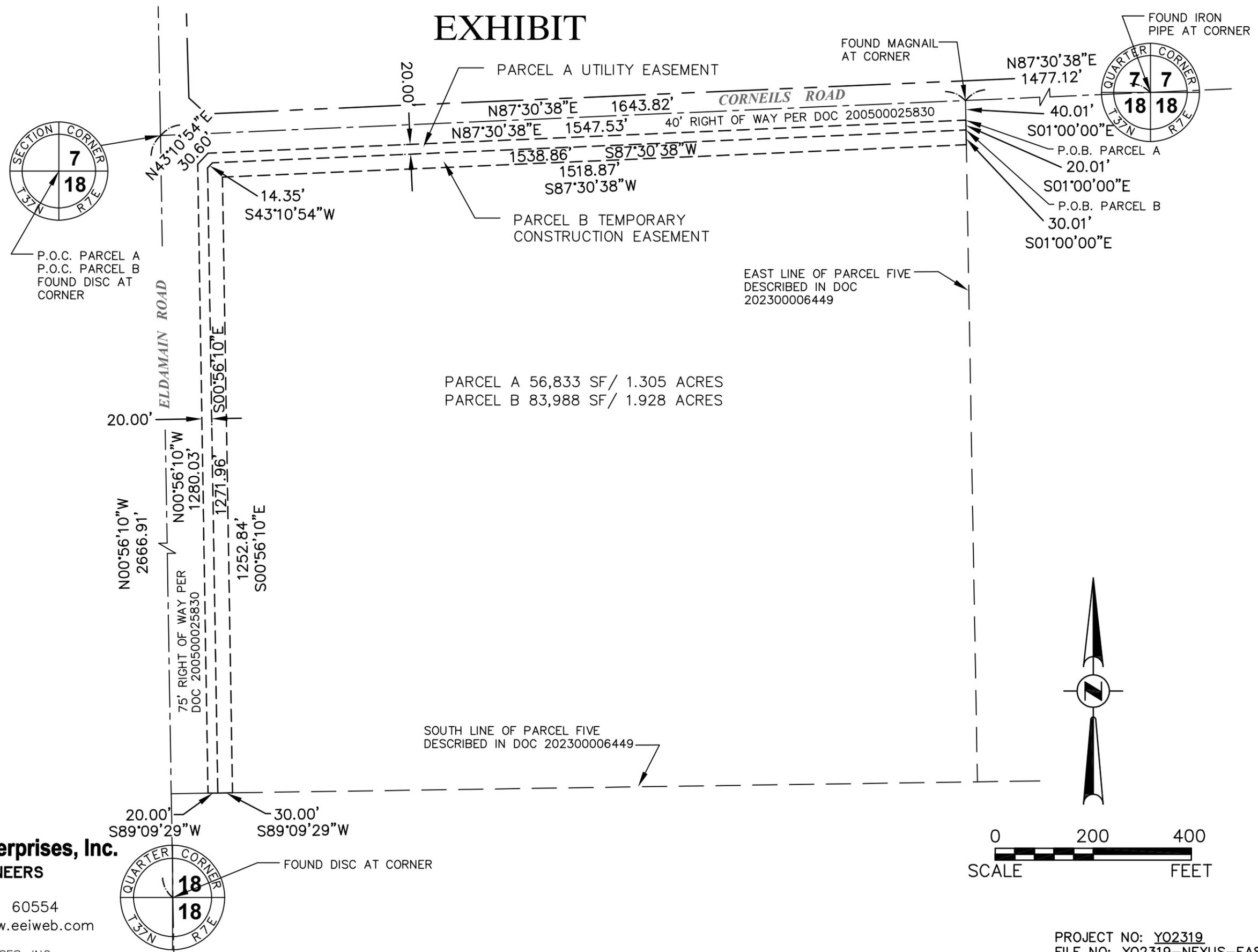
*After recording, return to:*  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

**EXHIBIT A**

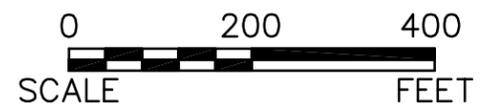
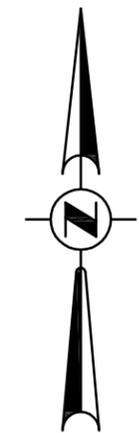
PARCEL B (30' TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION, 1643.82 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN DOCUMENT 202300006449; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE, 60.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, 30.01 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 38 SECONDS WEST, 1518.87 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 10 SECONDS EAST, 1252.84 FEET TO THE SOUTH LINE OF SAID PARCEL 5; THENCE SOUTH 89 DEGREES 09 MINUTES 29 SECONDS WEST, ALONG SAID SOUTH LINE, 30.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 10 SECONDS WEST, 1271.96 FEET; THENCE NORTH 43 DEGREES 10 MINUTES 54 SECONDS EAST, 14.35 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 38 SECONDS EAST, 1538.86 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

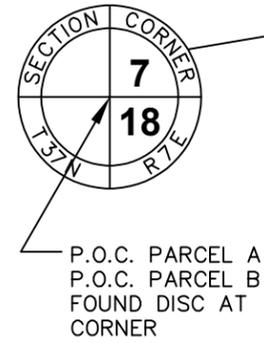
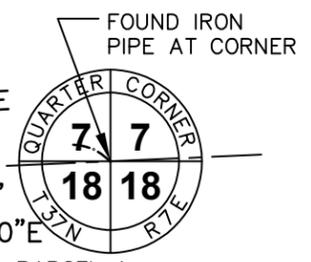
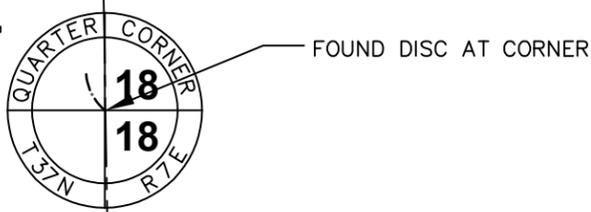
# EXHIBIT



PARCEL A 56,833 SF / 1.305 ACRES  
 PARCEL B 83,988 SF / 1.928 ACRES



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





## AGREEMENT

This agreement memorializes the understanding between SOO Green HVDC Link ProjectCo LLC, a Delaware limited liability company ("SOO Green") and the United City of Yorkville, Kendall County, Illinois, its successors, and assignees (the "City" and, together with SOO Green, the "Parties") regarding the City's obligations toward the development of SOO Green's Transmission Line (as defined below) in exchange for SOO Green's execution of the Permanent Easement and the Temporary Construction Easement (together, the "Easements") in the forms attached to this letter across SOO Green's property known as Kendall County parcel 02-18-100-003 (the "Parcel") along Corneils Road:

1. For the five-year period (the "Agreement Period") commencing on the date of this letter, the City shall make available to SOO Green sufficient space within the Corneils Road right-of-way for SOO Green's construction, and permanent operation and maintenance of the proposed buried SOO Green HVDC transmission line (the "Transmission Line").
2. The City agrees that it will permit SOO Green to construct, operate and maintain the Transmission Line within the easement areas described in the Easements. The parties will enter into a crossing agreement for the Transmission Line on terms reasonably acceptable to each Party.
3. The City will keep SOO Green's pending utility permit application [for the Transmission Line] active for the Agreement Period or until SOO Green completes final permit requirements necessary for approval as described below.
4. The City will approve the pending utility permit application upon SOO Green's completion of the following requirements:
  - o Confirmation of right-of-way dedication (recorded);
  - o Initial registration of the utility that occupies right of way pursuant to section 7-8-3 of the City's municipal code (with subsequent annual registration as required);
  - o Submission and approval (to the extent required) of a written traffic plan pursuant to section 7-8-4 of the City's municipal code;
  - o Submission and approval (to the extent required) of an emergency contingency plan pursuant to section 7-8-4 of the City's municipal code;
  - o Submission of evidence of required insurance per section 7-8-8 of the City's municipal code; and
  - o Completion of a pre-construction meeting pursuant to section 7-8-6 of the City's municipal code.
  - o Submittal of the Final Plan to the City and receipt of its approval.
5. The City shall compensate SOO Green (or, upon direction of SOO Green, SOO Green's farming tenant) for crop damage and compaction caused by the City's activities on the Parcel as follows:



- o *Crop Damage Compensation.* The City will compensate SOO Green for one year of crop damage caused by pre-construction, construction, and post-construction activities related to the Project. The calculation of crop damage compensation will utilize the following formula where "Commodity Price" is SOO Green's current year contract price (or, if such price has not been determined, SOO Green's actual price for the previous year):

$$\text{Commodity Price} * \text{Area of Crop Damaged} * \text{Yield} = \text{Crop Damage Payment}$$

- o *Compaction Compensation.* At the conclusion of construction activities, The City will replace topsoil within the Easement Area so that, after settling occurs, the topsoil's original depth and contour will be restored. The City will also compensate SOO Green for fifty percent (50%) of the equivalent of two full years of production to SOO Green for compaction caused by construction activities related to the Project which may impact future crop production. The calculation of compaction compensation will utilize the following formula where "Commodity Price" is SOO Green's current year contract price (or, if such price has not been determined, SOO Green's actual price for the previous year):

$$\text{Commodity Price} * \text{Disturbed Area} * \text{Yield} * 200\% = \text{Compaction Payment}$$

This Agreement constitutes a portion of the consideration given to SOO Green by the City for the Easements.

By signing, both parties acknowledge and agree to this Agreement as of \_\_\_\_\_, 2024.

SOO GREEN:

SOO GREEN HVDC LINK PROJECTCO, LLC,  
a Delaware limited liability company

By: *[Signature]*  
Name: *Neil W. Jones*  
Its: *Authorized Individual - VP Real Estate*

THE CITY:

[THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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

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Tracking Number

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CC 2024-80

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### Agenda Item Summary Memo

**Title:** DuPage Water Commission Agreements

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**Meeting and Date:** City Council – October 8, 2024

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**Synopsis:** Please see the attached memo.

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#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

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

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**Council Action Requested:** Approval

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**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 3, 2024  
Subject: DuPage Water Commission Agreements

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## Summary

Consideration of four agreements that will cause Yorkville to join the DuPage Water Commission (DWC).

## Background

This item was last discussed by the City Council at the September 24<sup>th</sup> City Council meeting, when the City Council approved an amendment to the second escrow agreement between the City and the DWC which allowed certain project costs to be covered by the existing escrow. Prior to that meeting, the City Council heard a verbal update at the September 10<sup>th</sup> meeting that the final DWC agreements were expected to be ready for consideration at the October 8<sup>th</sup> City Council meeting.

The four companion agreements included in this agenda item are:

- 1) Water Purchase and Sale Contract / Yorkville Subsequent Customer Agreement
  - a. This is the main agreement that allows Yorkville to join the DWC and receive Lake Michigan water. The terms of this agreement are relatively standard between all DWC communities, and so Yorkville's will mirror the terms that were included in the agreement from Bartlett (the last community to join DWC before Yorkville). In general, the agreement covers sale of water to Yorkville, confirmation that the transmission pipe construction is expected to be complete in 2028 with commissioning of the system and use of the water by Yorkville immediately thereafter, that Yorkville will pay rates as established by the DWC, that Yorkville agrees to pay our share of the transmission pipe construction costs, and that Yorkville agrees to pay a ~\$8.01m "capital cost recovery charge" (also known as a connection fee) to DWC. Said capital cost recovery charge is being financed by DWC at 0% interest rate and may be offset by costs associated with a future decision by the City to pay for a transmission main oversizing, as described more fully in the Capital Cost Recovery Charge intergovernmental agreement.
  - b. Other items to note within this agreement:
    - i. The City's use of water is limited by:
      1. Our current IDNR Lake Michigan allocation permit amount (or as modified by the City and IDNR in the future)
      2. Any future DWC curtailment agreement, as contemplated by the DWC Board and all DWC communities



- a. This project covers definitions and processes of the actual construction project for the transmission main:
    - i. Defines what components are included in the different cost estimates for the project
    - ii. Clarifies that DWC will be responsible for designing and constructing the connection facilities to be housed on the City's receiving station properties
    - iii. Declares DWC to be responsible for land acquisition, including eminent domain processes if needed
    - iv. Confirms that DWC will do the project design, construction management, and final acceptance of the transmission main project and connection facilities
- 4) Intergovernmental Agreement concerning the Capital Cost Recovery Charge
- a. This agreement confirms Yorkville's ~\$8.01m connection fee to join DWC, gives Yorkville the ability to pay this connection fee at a 0% interest rate over the next 30 years, and to offset this cost through a future decision to pay for a transmission main oversizing on one section of pipe in the project from a 48" to a 54" pipe.
  - b. This future decision on oversizing the pipe is on the table because DWC feels that other communities along this section of pipe may want to tie into the DWC system at a future date, and they have elected to direct the overall project to include this 54" pipe section even though it is not needed to serve Yorkville, Oswego, and Montgomery (i.e. we could be served with the smaller 48" pipe). Engineers have estimated that the incremental cost of the 54" pipe as compared to the 48" pipe will be roughly equal to all three communities connection fees. Thus, DWC has offered to trade the connection fee for the oversizing cost. If Yorkville elects to pay for the oversizing, both Yorkville and the DWC will calculate the value of the difference in interest between the 0% connection fee interest rate vs. an assumed WIFIA loan interest rate for the oversizing cost. The benefit to both entities is that DWC will not have to pay for the construction costs of oversizing the pipe, and Yorkville can push more of its costs into a WIFIA loan (but with an effective interest rate of 0% for this component).

### **Recommendation**

Staff recommends approval of all four agreements: the water purchase and sale agreement; the escrow intergovernmental agreement; the development of connection facilities intergovernmental agreement; the capital cost recovery charge intergovernmental agreement. Approval of all four agreements by Yorkville follows Oswego's unanimous approval of the agreements on October 1<sup>st</sup>, will lead the way for Montgomery to approve the agreements at their October 14<sup>th</sup> Village Board meeting, and for the DWC to take them up at their October 17<sup>th</sup> board meeting. Following DWC approval, project bids are slated to begin by the end of 2024 with some construction work expected in the region by early 2025. As a general reminder, EEI is finalizing water rate projections as part of our WIFIA loan, and these water rate projections are expected to be discussed by the City Council by the end of 2024.

Finally, it should be noted that the approval of these agreements represents a significant milestone in a project to choose a new water source first discussed by the City Council more than a decade ago and resulting in a decision around 2016 to begin to move away from the aquifer. These documents represent thousands of hours of work by staff members, consultants, engineers, attorneys, lobbyists, elected officials, and others. This decision sets the community up with a sustainable water source for existing residents and businesses and allows us to recruit future commercial and industrial development into the area which should lower the tax burden for residents in the future.

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER PURCHASE  
AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION  
AND THE UNITED CITY OF YORKVILLE FOR THE UNITED CITY OF  
YORKVILLE UNIT SYSTEM**

**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**, the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois (the “*Commission*”), is 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 3720/1 *et seq.*) (collectively, the “*Acts*”); 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 City’s Municipal Code provides that the City may approve contracts that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

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

**WHEREAS**, the City currently owns and operates a municipal drinking water system served by wells that extract source water from an underground aquifer; and

**WHEREAS**, the City is within the territorial limits of the Commission; and

**WHEREAS**, the City, together with the Village of Montgomery and the Village of Oswego (collectively the “*WaterLink Communities*”), conducted extensive study and concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems is Lake Michigan water from the Commission; and

**WHEREAS**, the City has applied for and received from the State of Illinois Department of Natural Resources, Office of Water Resources, a Lake Michigan water allocation permit for the Yorkville Unit System; and

**WHEREAS**, the City is in the process of designing and constructing the conversion of its waterworks system that will be owned and operated by the City and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from the City; and

**WHEREAS**, the Commission and the WaterLink Communities have entered into Escrow Agreements and have been taking steps to finance, study, engineer, design, and construct the facilities necessary for the WaterLink Communities to receive Lake Michigan water, and the Commission has been taking steps to study, finance, engineer, design, and construct facilities to deliver Lake Michigan water to the WaterLink Communities; and

**WHEREAS**, the City desires that its waterworks system as well as any extensions or improvements of that system (the “*Yorkville Unit System*”) be served with water from the Commission as mutually agreed to by the parties and pursuant to the terms of the Water Purchase and Sale Contract (the “*Contract*”), attached hereto as *Exhibit A*; and

**WHEREAS**, the Commission has entered various water supply contracts with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the “*Water Supply Contract*”) and most recently in 2024 and extends until 2041; and

**WHEREAS**, at some point during the term of the Contract, the Commission may build alone or with others a water treatment, distribution, and transmission system to obtain Lake Michigan water directly from Lake Michigan that will serve the Commission; and

**WHEREAS**, The Parties deem it to be in their best interests to approve this Water Purchase and Sale Contract for the Yorkville Unit System.

**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 recitals set forth above are incorporated here by reference.

**Section 2.** That the competitive bidding requirement is hereby waived and the Mayor and City Council hereby approve the Water Purchase and Sale Contract with the DuPage Water Commission for the United City of Yorkville Unit System, and the Mayor and City Clerk are authorized and directed to execute on behalf of the United City of Yorkville the Water Purchase and Sale Contract for the United City of Yorkville Unit System substantially in the form attached as “Exhibit A.”

**Section 3.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

**Section 4.** This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**Section 5.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

[Remainder Intentionally Left Blank. Roll Call Vote to Follow]

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

DUPAGE WATER COMMISSION

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

The United City of Yorkville

FOR THE UNITED CITY OF YORKVILLE

**October 17, 2024**

**DUPAGE WATER COMMISSION  
WATER PURCHASE AND SALE CONTRACT  
WITH THE UNITED CITY OF YORKVILLE**

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**DUPAGE WATER COMMISSION  
WATER PURCHASE AND SALE CONTRACT WITH THE UNITED CITY  
OF YORKVILLE  
FOR THE UNITED CITY OF YORKVILLE UNIT SYSTEM**

This Water Purchase and Sale Contract (“Contract”), dated as of October 17, 2024, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (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 3720/1 *et seq.* (collectively, the “Acts”), and the **UNITED CITY OF YORKVILLE**, Kendall County, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (“Yorkville”);

WITNESSETH:

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

WHEREAS, Yorkville currently owns and operates a municipal drinking water system served by wells that extract source water from the Ironton-Galesville aquifer; and

WHEREAS, Yorkville is within the territorial limits of the Commission; and

WHEREAS, Yorkville, together with the Village of Oswego and the Village of Montgomery (collectively the “WaterLink Communities”), conducted extensive study

and concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems is Lake Michigan water from the Commission; and

WHEREAS, Yorkville (along with the WaterLink Communities) has applied for and received from the State of Illinois Department of Natural Resources, Office of Water Resources, a Lake Michigan water allocation permit for the Yorkville Unit System; and

WHEREAS, Yorkville is in the process of designing and constructing the conversion of its waterworks system that will be owned and operated by Yorkville and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from Yorkville, which waterworks system is preliminarily depicted in Exhibit A attached to this Contract; and

WHEREAS, the Commission and the WaterLink Communities have entered into Escrow Agreements and have been taking steps to finance, study, engineer, design, and construct the facilities necessary for the WaterLink Communities to receive Lake Michigan water, and the Commission has been taking steps to study, finance, engineer, design, and construct the Commission Connection Facilities (as defined herein) to deliver Lake Michigan water to the WaterLink Communities; and

WHEREAS, contemporaneously with this Agreement, the WaterLink Communities and the Commission are entering into a WaterLink Project Escrow Intergovernmental Agreement, an Intergovernmental Agreement with the United City

of Yorkville Concerning Capital Cost Recovery Charge, and an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service; and

WHEREAS, the WaterLink Communities have started Optimal Corrosion Control Treatment (OCCT) Studies of their water systems to be filed with the Illinois Environmental Protection Agency. The Commission and Yorkville acknowledge that the OCCT Study, including recommendations for infrastructure improvements that may be needed as a result of recommendations for optimized corrosion control treatment, will not be completed and reviewed by IEPA until approximately October 2025; and

WHEREAS, Yorkville and the Commission recognize that construction may begin pending the results of the OCCT Study; and

WHEREAS, Yorkville desires that its waterworks system preliminarily depicted in Exhibit A attached to this Contract as well as any extensions or improvements of that system (the “Yorkville Unit System”) be served with water from the Commission beginning sometime in 2028 as mutually agreed to by the parties; and

WHEREAS, the Commission has entered various water supply contracts with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the “Water Supply Contract”) and most recently in 2024 and extends until 2041; and

WHEREAS, at some point during the term of this Contract, the Commission may build alone or with others a water treatment, distribution, and transmission system to

obtain Lake Michigan water directly from Lake Michigan that will serve the Commission; and

WHEREAS, the Commission has issued and sold and may further propose to issue and sell Bonds (as defined in Section 2 below) from time to time during the term of this Contract in sufficient amounts for the payment of the costs of its project of acquiring, designing, constructing, and maintaining its Waterworks System (as defined in Section 2 below); and

WHEREAS, such Bonds have been and may be issued in the future from time to time by the Commission pursuant to Bond Ordinances (as defined in Section 2 below) adopted by the Commission; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Public Utilities Act, 220 ILCS 5/1 *et seq.* as amended, the Commission and Yorkville are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, Yorkville is surrendering none of its rights to the ownership and operation of the Yorkville Unit System, except as expressly provided for, and only to the limited extent so provided for, in this Contract, and Commission is surrendering none of its rights to the ownership and operation of its Waterworks System, but each asserts its continued right to operate such systems; and

WHEREAS, Yorkville recognizes that the Commission may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance

of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes or required in any Bond Ordinance adopted by the Commission authorizing issuance of Bonds; and

WHEREAS, Yorkville recognizes that the Commission may in the future enter into contracts with other customers that are members of or may join the Commission.

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

**SECTION 1. PREAMBLES.**

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Contract.

**SECTION 2. DEFINITIONS.**

The following words and phrases shall have the following meanings when used in this Contract.

- A. "Aggregate Costs" means Operation and Maintenance Costs, Fixed Costs, and Underconsumption Costs, collectively, as defined herein.
- B. "Alternate Delivery" means the delivery of Lake Water purchased by Yorkville from the Commission to the Yorkville Unit System through facilities owned by a Contract Customer (commonly referred to as "Wheeling").
- C. "Asset-In-Kind Amount" means the differential amount, if any, that Yorkville pays

for a portion of the increase in size of the primary 48" western pipeline (commencing at Book Road and 75<sup>th</sup> Street and extending west of the Fox River to a termination point at Orchard Road, also known as "TW 6/25" in the DWC naming convention) from the baseline pipe size to 54". The Commission and Yorkville will mutually agree in a separate document to be executed prior to the closing of the WIFIA Loan on the value of the contribution.

D. "Average Contract Customer Rate Per 1,000 Gallons" means Total Contract Customer Revenue divided by Total Contract Customer Use.

E. "Bond Ordinances" means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Bonds.

F. "Bonds" means Revenue Bonds and Other Bonds.

G. "Capital Cost Recovery Charge" means the amount necessary, pursuant to Section 0.02 of the Water Commission Act of 1985 (as added by Public Act 093-0226) and Commission Resolution No. R-79-04, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology," to recover Yorkville's proportionate share of Original Capital Costs less Rebates, where Yorkville's proportionate share of Original Capital Costs less Rebates is that proportion of Original Capital Costs less Rebates which Yorkville's Full Water Requirements for 2022 and 2023 as reported by Yorkville to the IEPA bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements (as defined in the Contract Customer Contract), as applicable, of all of the Commission's Contract Customers for such two years which the parties agree shall be \$8,013,886.00

based on the method of calculating such amount illustrated in Exhibit E attached to this Contract.

H. "Charter Customer Facilities" means all of the feeder mains, metering stations, and pressure adjusting stations constructed as of May 1, 1992, solely for the purpose of initially connecting the Charter Customers to the Waterworks System.

I. Intentionally Omitted.

J. "Charter Customers" means the units of local government (not including the Commission) that are parties to the Charter Customer Contract, excluding, however, any such unit of local government whose rights and obligations under such Contract have been terminated, including without limitation the United City of Yorkville.

K. "Commission" means the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois.

L. "Commission Connection Facilities" means the portions of the Waterworks System constructed by the Commission to initially connect the WaterLink Communities including the Yorkville Unit System to the existing Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-2 to this Contract, as such facilities may be relocated, replaced, extended, or improved and may be used in the service of other customers from time to time. The Commission Connection Facilities include, among other items, metering station(s), including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the Yorkville Unit System, including equipment appurtenant thereto.

M. "Connection Facilities" means the Yorkville Unit System Connection Facilities

and the Commission Connection Facilities.

N. "Connection Facilities Cost" means the full actual cost incurred by the Commission in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith; except as any of the above are included in Operation and Maintenance Costs.

O. "Contract" means this Water Purchase and Sale Contract.

P. "Contract Customer Contract" means the Water Purchase and Sale Contract between the Commission and the Contract Customers dated as of January 18, 2024.

Q. "Contract Customers" collectively means the Contract Customers, Yorkville, and

any other entity with whom the Commission has entered into, or may in the future enter into, a contract or agreement for the sale by the Commission of Lake Water to that entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

R. “Days” means calendar days.

S. “Determination Date” means the last day of December immediately preceding the Interest Period for which the Earned Interest Rate pursuant to this Contract is being calculated, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

T. “Earned Interest Rate” means, with respect to each Interest Period under this Contract, the highest monthly average yield to maturity interest rate earned by the Commission (total funds) as reported monthly on the Commission’s Schedule of Investments for the immediate preceding fiscal year (May 1 – April 30) as determined by the Commission, which determination shall be conclusive and binding upon Yorkville absent manifest error, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

U. “Fiscal Year” means the fiscal year of the Commission.

V. “Fixed Costs” means an amount sufficient at all times to pay the principal of and the premium, if any, and interest on any Revenue Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of all Revenue Bond Ordinances, and to pay reasonable

capital costs necessary to carry out the corporate purposes and powers of the Commission; except as any of the above are included in Operation and Maintenance Costs.

W. “Full Water Requirements” means, (i) as it applies to calculating Yorkville’s Capital Cost Recovery Charge, the amount of water necessary to meet the potable water requirements of all then current customers served by the Yorkville Unit System at the time Yorkville’s Capital Cost Recovery Charge is being calculated, (ii) as it applies to the Yorkville Unit System for all other purposes of this Contract, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Yorkville Unit System, and (iii) as it applies to other Contract Customers of the Commission, such Contract Customers’ full water requirements as defined in their respective contracts with the Commission.

X. “Interest Period” means (i) initially, the period commencing on the first date on which Yorkville first becomes obligated to make payments under Subsection 7.D of this Contract and ending on the next succeeding first day of May and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period and ending on the next succeeding first day of May; provided, however, that any Interest Period that otherwise extends beyond May 1, 2058, shall end on February 24, 2064.

Y. “Lake Water” means potable, filtered water drawn from Lake Michigan.

Z. “Operation and Maintenance Costs” means amounts payable by the Commission under the Water Supply Contract, except Underconsumption Costs, and all expenses incurred in the administration, operation, and maintenance of the Waterworks System

and the accumulation of reserves related to payment of said costs. Operation and Maintenance Costs in any month shall be at least equal to the amount required to be deposited by the Commission in that month into the operation and maintenance funds or accounts created under all Revenue Bond Ordinances.

AA. “Original Capital Costs” means all costs paid by the Commission for property owned by the Commission, as of April 30, 2024, without reduction for depreciation, including actual costs of construction, engineering, and capitalized interest on assets in service and under construction but excluding the cost of constructing the Charter Customer Facilities and financing costs other than interest capitalized in accordance with Generally Accepted Accounting Principles.

BB. “Original Revenue Bonds” means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. 0-1-87 adopted January 15, 1987, and the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. 0-8-93 adopted April 8, 1993, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987, 1993, 2003, and 2013 Revenue Bonds. As of the date of this Contract, all of the Original Revenue Bonds are fully paid and retired.

CC. “Yorkville” means the United City of Yorkville, located in Kendall County, State of Illinois.

DD. “Yorkville’s Base Rate” means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all

Capital Cost Recovery Charge payments under the Contract Customer Contract estimated to be made by Yorkville pursuant to this Contract in the Fiscal Year for which Yorkville's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to Yorkville in said Fiscal Year.

EE. "Yorkville Unit System" means the waterworks system described in Exhibit A attached to this Contract as well as any extensions or improvements of that system acquired by Yorkville and used for the purpose of providing and transmitting water to its customers.

FF. "Yorkville Unit System Connection Facilities" means those portions of the Yorkville Unit System, lying downstream from the Point of Delivery, to be constructed pursuant to this Contract by Yorkville at its expense to initially connect the Yorkville Unit System to the Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-1 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The Yorkville Unit System Connection Facilities include, among other items, the pressure adjusting station(s) described in Subsection 4.A of this Contract and pipeline and equipment appurtenant thereto.

GG. "Other Bond Ordinances" means all of the Commission's ordinances and resolutions under which the Commission has or may authorize the issuance of, or issue, Other Bonds.

HH. "Other Bonds" means all of the Commission's debt obligations that are not

Revenue Bonds, whether in the form of bonds, notes, or other evidence of indebtedness, in whatever original principal amount, together with any such additional non-revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

II. “Point(s) of Delivery” means the point(s) at which the Lake Water delivered to Yorkville pursuant to this Contract leaves the Commission’s Waterworks System and enters the Yorkville Unit System. A Point of Delivery shall be a point in the water main connecting the Commission’s metering station(s) to Yorkville’s pressure adjusting station(s) located downstream from the inside face of the outside wall or foundation of the Commission’s metering station(s) a distance of 10 feet or where such water main enters the outside face of the outside wall or foundation of Yorkville’s pressure adjusting station(s), whichever is closer to the Commission’s metering station(s).

JJ. “Prime Rate” means the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may or may not be said bank’s lowest rate of interest charged by said bank for extensions of credit to debtors. The effective date of any change in the Prime Rate shall, for purposes hereof, be the effective date stated in the public announcement of said bank.

KK. “Rebates” means rebates formally declared as such by Commission Resolution as of the month prior to the month in which Yorkville first becomes obligated to make payments under Subsection 7.D of this Contract. As of the date of this Contract, the

Commission has formally declared \$106,326,287.00 in Rebates pursuant to Resolution Nos. R-19-94, R-21-95, R-15-96, R-24-97, R-18-98 and R-28-07.

LL. "Revenue Bond Ordinances" means all of the Commission's resolutions under which the Commission has or will authorize the issuance of, or issue, Revenue Bonds.

MM. "Revenue Bonds" means all of the Commission's debt obligations, including the Original Revenue Bonds, that are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidence of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

NN. "SCADA System" means the Supervisory Control and Data Acquisition System of the Commission that provides an integrated control, communication, and security system for the Waterworks System, including data processing, management, transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

OO. "Trustee" means a trustee provided in a Bond Ordinance.

PP. "Underconsumer" means, for any given year, a Contract Customer of the Commission that takes less Lake Water in such year than such Contract Customer's Water Allocation times 365 times the Underconsumption Ratio for such year.

QQ. "Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer of the Commission is less than the Underconsumption Ratio times such Contract Customer's Water Allocation times 365.

RR. "Underconsumption Costs" means any amount that the Commission is obligated

to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

SS. “Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers of the Commission times 365.

TT. “Water Allocation” means, as it applies to other Contract Customers of the Commission, such Contract Customers’ water allocation as defined in their respective contracts with the Commission, and, as it applies to Yorkville, the sum of Yorkville’s allocations and allowable excesses from time to time of Lake Water for the Yorkville Unit System pursuant to the Level of Lake Michigan Act, as amended from time to time (See State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as Yorkville may lawfully take for the Yorkville Unit System. At any time when the Full Water Requirements of the Yorkville Unit System shall exceed the Water Allocation for the Yorkville Unit System, then “Water Allocation” shall mean the Full Water Requirements of the Yorkville Unit System for all purposes of this Contract.

UU. “Water Supply Contract” means the water supply contract, dated March 19, 1984,

between the Commission and the City of Chicago, Illinois, as amended, supplemented, or extended from time to time, or any alternative water supply agreement, and most recently in 2024 and extends until 2041.

VV. “Waterworks System” means all the Commission’s facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the Lake Michigan water supply system to the Commission’s customers. The Yorkville Unit System Connection Facilities are not part of the Waterworks System.

**SECTION 3. WATER SUPPLY.**

A. Agreement to Sell and Purchase. Subject to the provisions of this Contract, the Commission shall sell to Yorkville and Yorkville shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the Yorkville Unit System’s Full Water Requirements. The Commission’s obligation to Yorkville to deliver Lake Water hereunder shall be limited, however, to a maximum annual amount equal to Yorkville’s then current Water Allocation times 365 and to a maximum rate of Lake Water to the Yorkville Unit System in any one hour equal to 1.7 times Yorkville’s then current Water Allocation divided by 24.

B. Beginning of Obligations to Deliver and Receive Lake Water. Unless this Contract is sooner terminated by the Commission pursuant to Subsection 20.B of this Contract, the Commission shall be obligated to deliver Lake Water to the Yorkville Unit System and Yorkville shall be obligated to receive at the Yorkville Unit System Lake Water delivered by the Commission immediately after completion of

construction of the Connection Facilities and the water storage capacity required pursuant to Subsection 4.B of this Contract; provided, however, that Yorkville shall have the right to receive Lake Water pursuant to this Contract prior to the completion of construction of the required storage capacity if such storage capacity has been substantially completed to the point where it is capable of serving its intended function or would be capable of serving its intended function except for the fact that painting or other finishing and restoration work are not complete.

C. Limits on Supply. The Commission shall use its best efforts to furnish Lake Water to Yorkville as hereinabove provided, but Yorkville acknowledges and agrees that the Commission's obligation hereunder is limited by:

- (i) The amount of Lake Water from time to time available to the Commission; and
- (ii) Provisions in contracts between the Commission and its Contract Customers and other customers related to curtailment and other limits on the supply of Lake Water; and
- (iii) The capacity of the Waterworks System; and
- (iv) Ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Point of Delivery to the Yorkville Unit System; and
- (v) The other provisions of this Contract, including but not limited to Section 20.

D. Emergency or Maintenance Turn-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for but reserves the right at any time to turn off the flow of Lake Water in its mains for emergency and maintenance purposes. The Commission shall give notice not less than 48 hours in advance of any turn-off for maintenance purposes and it shall

give such notice as is reasonable under the particular circumstances of any turn-off for emergency purposes.

E. Curtailement; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its customers for any reason, Yorkville shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of (i) the Yorkville Unit System's total Lake Water use during the prior Fiscal Year for other than start-up purposes pursuant to Subsection 10.I of this Contract to (ii) the sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailment. Prior to the Commission's delivery of Lake Water to the Yorkville Unit System for a full Fiscal Year for other than start-up purposes pursuant to Subsection 10.I of this Contract, Yorkville shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the Yorkville Unit System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailment and (ii) the Yorkville Unit System's Full Water Requirements during the prior Fiscal Year. Yorkville, in cases of emergency or when the Commission for whatever reason is unable to meet the Yorkville Unit System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 9.N of this Contract, serve its customers from any source; provided, however, that Yorkville shall continue to pay all

amounts due to the Commission hereunder during such period as if the Yorkville Unit System were receiving its Full Water Requirements from the Commission.

F. Water Quality. The Commission shall supply Yorkville with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the Points of Delivery to the Yorkville Unit System.

**SECTION 4. DELIVERY; STORAGE.**

A. Yorkville Unit System Connection Facilities. Yorkville shall receive its supply of Lake Water at the Yorkville Unit System Points of Delivery at pressures that will vary from time to time. Yorkville, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary, replace the Yorkville Unit System Connection Facilities, including a pressure adjusting station immediately downstream from the Points of Delivery. Initial design and construction plans and specifications for the Yorkville Unit System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld. In the event the Yorkville Unit System or the Yorkville Unit System Connection Facilities are to be relocated, replaced, extended, or improved at the request of the Commission, its

successor, other than those circumstances where the Commission is compelled to relocate the Yorkville Unit System or the Yorkville Unit System Connection Facilities for a non-Commission conflicting public infrastructure project or by State or Federal mandate, Yorkville will be entitled to reasonable and fair market value recovery for all costs without reduction for depreciation including actual costs of construction, engineering, and capitalized interest on assets in service and under construction and financing costs other than interest capitalized in accordance with Generally Accepted Accounting Principles.

B. Storage. Yorkville shall provide sufficient storage capacity within the Yorkville Unit System to store not less than two times the annual average daily water demand of the Yorkville Unit System; provided, however, that said requirement shall be reduced by (i) the amount of operable shallow well capacity (stated in gallons per hour) maintained by Yorkville in the Yorkville Unit System up to a maximum of 10 percent (10%) of said requirement plus (ii) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of the Yorkville Unit System and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for the Yorkville Unit System is provided in Exhibit C attached to this Contract. In accordance with said requirement, Yorkville, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for the Yorkville Unit System at least the amount of water storage capacity shown on Exhibit C to this Contract as the “Minimum Additional Required Storage.” Such water storage capacity

shall be in addition to the amount of water storage capacity shown on Exhibit C to this Contract as the “Existing Storage” in the Yorkville Unit System. Yorkville shall properly maintain all such water storage capacity, including operable shallow well capacity, in good and serviceable condition. If at any time Yorkville’s water storage capacity in the Yorkville Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, falls below 1.9 times the annual average daily water demand of the Yorkville Unit System, then Yorkville, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within the Yorkville Unit System of sufficient quantity to increase the total storage capacity of the Yorkville Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, to not less than two times the annual average daily water demand of the Yorkville Unit System.

C. Metering of Shallow Wells. Yorkville shall furnish, install, and maintain a meter on each of its operable shallow wells. All such meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. Yorkville shall calibrate all such meters at least once in each Fiscal Year. Yorkville shall notify the Commission of the time, date, and place of each calibration at least five days in advance thereof, and a representative of the Commission shall have the right to observe any adjustments made to such meters in case any adjustments shall be necessary. The Commission shall have the right to place any or all of such meters under seal at any time.

D. Surges and Back-Flows. Yorkville’s operation of its pressure adjusting

station shall not cause surges or back-flows into the Waterworks System, nor shall the operation of the Yorkville's pressure adjusting station cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the Yorkville Unit System or the Yorkville Unit System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

E. Maintenance of System; Water Quality; Prevention of Waste. Yorkville shall operate the Yorkville Unit System and the Yorkville Unit System Connection Facilities in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Commission's operation of its Waterworks System. The Commission and Yorkville shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the Yorkville Unit System, the Connection Facilities, or the quantity or quality of the Lake Water received pursuant to this Contract.

**SECTION 5. MEASURING EQUIPMENT.**

A. Metering Station and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish, and install at the Points of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and

devices. Such furnishing and installing of a metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and Yorkville. The Commission shall own, operate, maintain, and replace such metering station and all equipment and structures related thereto.

The metering station shall be located at a site or sites selected and acquired by Yorkville, and title transferred to the Commission, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Yorkville shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. Such sites shall be subject to reasonable review and approval of the Commission, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such site(s) and access thereto to the reasonable satisfaction of the Commission in a form similar to that attached as Exhibit D to this Contract and satisfactory to the Commission's attorneys. Yorkville also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the Yorkville Unit System on property owned by Yorkville or on property lying within the corporate limits of Yorkville, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such

easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the Yorkville Unit System.

Yorkville shall have access to the metering station for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at the metering station shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Yorkville, the Commission will give Yorkville a copy of such journal or record book, or permit Yorkville to have access thereto in the office of the Commission during regular business hours.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring the Lake Water delivered to the Yorkville Unit System, in the presence of a representative of Yorkville, and the Commission and Yorkville shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by Yorkville in the presence of a representative of the Commission, and the Commission and Yorkville shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. Yorkville, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by Yorkville, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to Yorkville, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

E. Meter Malfunctions. If the Commission or Yorkville at any time observes a variation between a meter and a check meter or any evidence of meter malfunction, such party shall promptly notify the other party, and the Commission and Yorkville shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The party who discovers such variation or malfunction shall give the other party written notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in

the absence of said representative notwithstanding any other provision of this Subsection 5.E. If the percentage of inaccuracy of any meter is found to be in excess of two percent, registration thereof shall be corrected by agreement of the Commission and Yorkville based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period such meter is out of service or out of repair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

- (i) By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or
- (ii) If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers to the Yorkville Unit System.

F. Removal of Metering Station and SCADA System Facilities. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission, at its own expense and in its discretion, may remove the metering station, including equipment, and the SCADA System antennas and appurtenant facilities from the property of Yorkville and release the perpetual easement therein. If the

Commission fails to remove such station, equipment, and facilities, as aforesaid, Yorkville may take title to such station, equipment, and facilities.

**SECTION 6. UNIT OF MEASUREMENT.**

The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission and Yorkville otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

**SECTION 7. PRICES AND TERMS OF PAYMENT.**

A. Operation and Maintenance Costs Payment. Yorkville shall pay monthly to the Commission, at the time specified in Subsections 7.G and 7.M below, a share of the Commission's Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to the Yorkville Unit System for such month. At any time after the commencement of Lake Water delivery, no Lake Water is being supplied through the Waterworks System to any Contract Customer, Yorkville's share of monthly Operation and Maintenance Costs for the Yorkville Unit System shall be that proportion of those costs which the Yorkville Unit System's Water Allocation bears to the total Water Allocations of all of the Commission's customers required to make Operation and Maintenance Costs payments during the same period.

B. Fixed Costs Payment. Subject to the single limitation on its obligation to

pay Fixed Costs set forth in this Subsection 7.B, Yorkville shall pay monthly to the Commission, at the time specified in Subsections 7.G and 7.M below, one-twelfth of the Yorkville Unit System's share of Fixed Costs for each Fiscal Year. However, as of the date of this Contract, the Fixed Costs are \$0 per month. For the purposes of this Contract, the Yorkville Unit System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the Yorkville Unit System's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the Yorkville Unit System for two calendar years for other than start-up purposes pursuant to Subsection 10.I of this Contract, the Yorkville Unit System's share of Fixed Costs shall be that portion of Fixed Costs which the Yorkville Unit System's Water Allocation bears to the total Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single limitation, Yorkville's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the Yorkville Unit System, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the

supply of Lake Water. Yorkville's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than Yorkville, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the Yorkville Unit System, then Yorkville shall have no obligation to pay Fixed Costs for the Yorkville Unit System. However, as of the date of this Contract, the Capital Recovery Cost Credit is \$0 because Fixed Costs are currently \$0.

C. Connection Facilities Cost Payment. Yorkville shall pay to the Commission its share of the Connection Facilities Cost in accordance with the WaterLink Communities Intergovernmental Cost Share Agreement, wherein Yorkville commits and agrees to pay 40.22% of the total Connection Facilities Cost. The Commission is not a party to the WaterLink Communities' Intergovernmental Cost-Share Agreement and has no responsibility or liability as to any true-up or adjusted accounting between the WaterLink Communities. Contemporaneously and pursuant to this Contract, Yorkville and the Commission shall enter into an WaterLink Project Escrow Intergovernmental Agreement with the United City of Yorkville (the "Escrow IGA") substantially in the form attached hereto as Exhibit G. In the event a line of credit issued by the Commission to Yorkville and any of the WaterLink Communities for Connection Facilities Costs the total line of credit amount provided to the

WaterLink Communities shall not exceed Twenty-one Million Dollars (\$21,000,000) (the “Commitment Amount”). Yorkville’s obligation to make its share of the payment for the Connection Facilities Cost as required in and under the Escrow IGA is unconditional and irrevocable, and may be payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Yorkville, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

D. Capital Cost Recovery Charge Payment. Yorkville shall pay monthly to the Commission, at the time specified in Subsections 7.G and 7.M below, an amount calculated by amortizing the Capital Cost Recovery Charge (less any Asset-in-Kind Amount), in equal monthly installments of principal and interest, at a rate per annum equal to the Earned Interest Rate determined for each Interest Period plus one percent, over the life of the Contract Customer Contract remaining as of the month in which Yorkville first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then-current amount of the Capital Cost Recovery Charge (less any Asset-in-Kind Amount) remaining unpaid, as of such May 1, over the life of the Contract Customer Contract then remaining, and to reflect any change in the Earned Interest Rate, as of such May 1. The method of calculating the Capital Cost Recovery Charge is illustrated in Exhibit E attached to this Contract. Yorkville’s obligation to make all Capital Cost Recovery Charge payments as required

hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Yorkville, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

E. Underconsumption Costs Payment. If Yorkville is an Underconsumer at the Yorkville Unit System, then Yorkville shall pay, at the time specified in Subsections 7.G and 7.M below, its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs under the Water Supply Contract. In such event, Yorkville's share of Underconsumption Costs for the Yorkville Unit System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

F. Default Shares. If any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, Yorkville agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the Yorkville Unit System's share of Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.

Subject to Subsection 7.M below, Yorkville's share of the amount so in default shall be due and payable 21 days after the Commission's written demand therefor. The

demand shall include the Commission's calculations of the amount due by Yorkville hereunder. If and when the defaulting customer makes a payment to the Commission of a defaulted amount or interest thereon for which Yorkville made a payment to the Commission under this Subsection 7.F, then the Commission will pay to Yorkville its proportionate share of such amount, including such interest.

G. Bills and Due Date. Except with respect to the payment of the Possible Shortfall required pursuant to Subsection 7.C above and the payment of default shares pursuant to Subsection 7.F above, the Commission shall notify Yorkville of the total amount due under this Contract for each month on or before the 10th day of the following month. Yorkville's costs for each month shall be due and payable and must be received at the offices of the Commission, on or before the 10th day of the month following the month of the Commission's notification or within 28 days after the date of notification, whichever is later.

H. Disputed Payments. If Yorkville desires to dispute any payment, or part thereof, due or reasonably claimed by the Commission to be due under this Contract, Yorkville shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time Yorkville knew or should have known of the facts giving rise to the dispute.

Upon receipt of a notification of dispute, representatives of the Commission shall meet promptly with representatives of Yorkville to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Yorkville of the bill, or within a reasonable period from the time Yorkville knew or should have known of the facts giving rise to the dispute.

If the Commission and Yorkville determine that all or a portion of the disputed payment should be refunded to Yorkville, then such sum shall be refunded with interest thereon at the rate established in Subsection 7.I below from the date such disputed payment was made.

I. Interest on Overdue Payments. If Yorkville shall fail to make any payment required under this Contract, the Escrow IGA, or the Capital Cost Recovery Charge IGA to the United City of Yorkville on or before its due date, Yorkville shall be in default, and interest on the amount of such payment shall accrue to the extent permitted by law, and be compounded on a monthly basis, during the period of non-payment at the higher of:

(i) the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent; or

(ii) the Prime Rate plus five percent.

Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by Yorkville within 30 days after the date such payment becomes due, then the Commission, at its option

and in its discretion, may reduce or discontinue delivery of Lake Water to the Yorkville Unit System until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to Yorkville not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7.I and shall provide Yorkville an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, Yorkville shall nevertheless continue to be liable to pay all charges provided for herein as if the Yorkville Unit System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7.I shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

J. Security Deposit. If Yorkville is at any time in default on any payment due under this Contract, the Escrow IGA, or the Capital Cost Recovery Charge IGA, and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require Yorkville, as a further obligation under this Contract, to deposit in a separate account in the Commission's name a sum of money as security for the payment of Yorkville's obligations hereunder of a reasonable amount determined by the Commission. Yorkville's compliance with the Commission's demand for such a security deposit shall be a condition precedent to the curing of such Yorkville default and the restoration of the Lake Water service to the Yorkville Unit System if such Lake Water service has been reduced or discontinued

by reason of such default. The security deposit or any part thereof may be applied, at the Commission's option and in its discretion, to any subsequent default by Yorkville in any payments due under this Contract, the Escrow IGA or the Capital Cost Recovery Charge IGA. If so applied, Yorkville shall provide funds within 10 days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by Yorkville, or such earlier time that the Commission at its option and in its discretion may determine, any security deposit shall be returned to Yorkville if Yorkville has performed all its obligations under this Contract, the Escrow IGA or the Capital Cost Recovery Charge IGA. Yorkville shall not be entitled to receive any interest on any security deposit.

K. Prepayments. Subject to the limitations of this paragraph, Yorkville may (i) at any time, and from time to time, before Yorkville first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7.M below, and (ii) no more frequently than once in any given year thereafter, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost, the Capital Cost Recovery Charge Amount due, or other amount previously agreed to, pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, Yorkville shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the

payment of accrued and unpaid interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7.M below; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Capital Cost Recovery Charge Amount accruing after the date specified in Subsection 7.M below; and fourth, to the payment of the unpaid principal balance of the Capital Cost Recovery Charge Amount; provided, however, that Yorkville shall not be entitled to make any such prepayment pursuant to this paragraph if Yorkville's Base Rate during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Contract Customer Rate Per 1,000 Gallons. For purposes of calculating Yorkville's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment or the 30th day of April next following the month in which Yorkville first becomes obligated to make such Connection Facilities Cost payments and Capital Cost Recovery Charge Amount payments, whichever is later. Yorkville shall not be entitled to, nor receive any credit for, interest on any such prepayment.

Notwithstanding anything to the contrary contained herein, in the event the Yorkville Unit System has not been constructed, installed, and completed, to a point where it is capable of serving its intended function at the time Yorkville first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7.M below, then the Commission may, in its sole and absolute discretion, declare the principal amount of the Connection Facilities Cost remaining unpaid, in whole or in

part, the principal amount of the Capital Cost Recovery Charge remaining unpaid, in whole or in part, or both of such remaining unpaid costs, in whole or in part, due and payable within 30 days following the date of such declaration, together with accrued and unpaid interest as herein specified on such declared due amounts to the date paid, unless the Commission shall have exercised its right to terminate this Contract pursuant to Subsection 20.C of this Contract. The rights specified in this paragraph shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

L. Enforcement of Provisions Hereof by Other Customers. Yorkville acknowledges that its obligation to make payments pursuant to the terms of this Section 7 is of benefit to the Commission's Contract Customers, Bondholders, and any Trustee. Accordingly, Yorkville agrees that, in addition to the Commission, Bondholders, a Trustee or other parties allowed by law are entitled to enforce the provisions of this Contract. Further, any three or more of the Commission's Contract Customers acting together may enforce the provisions of this Section 7, but only if the Commission has not acted to enforce such provisions within 90 days after any failure by Yorkville to make a payment hereunder.

M. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the obligation to make any and all payments under this Contract, except only payments of Operation and Maintenance Costs pursuant to Subsection 7.A above and payment of any Possible Shortfall required pursuant to Subsection 7.C above, shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the

first delivery of Lake Water to the Yorkville Unit System or any portion thereof or (ii) 12 months following completion of construction of the Commission Connection Facilities, other than the SCADA System facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Yorkville Unit System Connection Facilities are not complete. The obligation to make payments of Operation and Maintenance Costs pursuant to Subsection 7.A above shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the Yorkville Unit System or any portion thereof or (ii) completion of construction of the Commission Connection Facilities, other than the SCADA System Facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Yorkville Unit System Connection Facilities are not complete. At any time prior to the first delivery of Lake Water to the Yorkville Unit System when Yorkville is obligated to make payments pursuant to this Subsection 7.M, such payments shall be based on the Full Water Requirements of the Yorkville Unit System.

**SECTION 8. SPECIAL CONDITIONS AND COVENANTS.**

A. Construction of the Commission Connection Facilities; No Delay Damages; Supply of Lake Water. The Commission will make a diligent effort to have the Commission Connection Facilities completed to the Points of Delivery so as to furnish Lake Water to the Yorkville Unit System by the date specified in Subsection 10.H of this Contract, but the Commission does not in any way guaranty delivery by such date.

Yorkville acknowledges and agrees that the Commission shall not be liable to Yorkville for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the Yorkville Unit System, and all payments from Yorkville provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

After Lake Water is first tendered for delivery to the Yorkville Unit System at the Points of Delivery for other than start-up purposes pursuant to Subsection 10.I of this Contract, the Commission, subject to the other terms and conditions of this Contract, shall use its best efforts to continually hold itself ready, willing, and able to supply Lake Water to the Yorkville Unit System at such Points of Delivery. The Commission also shall use its best efforts, consistent with its prior obligations and legal obligations to its customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply the Yorkville Unit System with such additional amounts of Lake Water as from time to time may be allocated to the Yorkville Unit System over and above the Yorkville Unit System's present Water Allocation; provided, however, that the Commission does not in any way guaranty a supply of such additional amounts.

B. Lake Water Only; Costs. Except with the prior approval of Yorkville, the Commission shall not deliver any water to the Yorkville Unit System other than Lake Water. Except for Lake Water supplied for start-up purposes pursuant to Subsection 10.I of this Contract, costs for Lake Water charged to Yorkville by the Commission pursuant to this Contract shall include only the costs set forth in Section 7 of this Contract.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the Points of Delivery and thereupon shall pass to Yorkville.

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 9.N of this Contract, Yorkville may contract for a temporary supply of water in case of an emergency from any unit of local government or any other entity. Yorkville shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

E. Covenants to Be Set Out in Bond Ordinance. Yorkville acknowledges the existence, and its understanding of the provisions, of certain Bond Ordinances pursuant to which the Commission has previously issued its Bonds. Yorkville further acknowledges and agrees that said Bond Ordinances grant to Bondholders certain rights to enforce certain duties of the Commission and its customers, including those with respect to the making of rates and charges and the collection of revenues, and that such Bondholder rights may be included in any subsequent Bond Ordinances.

F. Payments Hereunder are an Operational Expense of the Yorkville Unit System. Yorkville agrees that, to the fullest extent permitted by law or contract, all payments to be made by Yorkville pursuant to this Contract shall constitute operating expenses of the Yorkville Unit System as to any and all revenue bonds of Yorkville which are supported in whole or in part by a pledge of the revenues of the Yorkville Unit System, with the effect that Yorkville's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments

of the principal and of the premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of any Yorkville Unit System revenues. Yorkville shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all rates and charges under this Contract. The obligations of Yorkville under this Contract are further payable from all other accounts of the Yorkville Unit System in which there are lawful available funds. In any revenue bond or indenture hereafter issued by Yorkville, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. Notwithstanding the foregoing, however, Yorkville's obligations under the IEPA Loans referenced in Subsection 9.D to be secured in whole or in part by a pledge of Yorkville Unit System revenues to the IEPA shall have priority of lien over Yorkville's obligation to make payment from its water revenues under this Contract.

**SECTION 9. ADDITIONAL YORKVILLE COVENANTS.**

A. Maintenance of Corporate Existence. Yorkville agrees that during the term of this Contract it will maintain its municipal corporate existence, it will continue to be a municipal corporation in good standing in the State of Illinois, it will not dissolve or otherwise dispose of all or substantially all of the assets of the Yorkville Unit System.

B. Maintenance and Operation of Yorkville Unit System. Yorkville shall own and maintain the Yorkville Unit System and the Yorkville Unit System Connection Facilities, and all improvements and extensions of the Yorkville Unit System and the

Yorkville Unit System Connection Facilities, in good repair and working order, will operate the Yorkville Unit System and the Yorkville Unit System Connection Facilities efficiently, and will punctually perform all duties with respect to the Yorkville Unit System and the Yorkville Unit System Connection Facilities as may be required by this Contract, and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to the Yorkville Unit System or the Yorkville Unit System Connection Facilities affecting Yorkville's ability to deliver water to any of Yorkville's customers, Yorkville shall promptly restore the Yorkville Unit System or the Yorkville Unit System Connection Facilities and their capacity to so deliver water.

C. Rate Covenant. Yorkville shall take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges for customers of the Yorkville Unit System as shall be required from time to time to produce revenues at least sufficient:

(i) To pay all amounts due under this Contract, the Escrow IGA, the Capital Cost Recovery Charge IGA and the IEPA Loans referenced herein, and to pay all other costs of operation and maintenance of the Yorkville Unit System and the Yorkville Unit System Connection Facilities; and

(ii) To provide an adequate depreciation fund for the Yorkville Unit System and the Yorkville Unit System Connection Facilities; and

(iii) To make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing any obligation of Yorkville payable from the revenues of the Yorkville Unit System; and

(iv) To pay the principal of and the premium, if any, and interest on all

obligations of Yorkville payable from the revenues of the Yorkville Unit System including, but not limited to, its obligations under the Escrow IGA, the Capital Cost Recovery Charge IGA, and to repay the IEPA Loans referenced in Subsection 9.D.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other action of Yorkville which authorizes the issuance after the date of this Contract of any obligation of Yorkville to be paid from the revenues of the Yorkville Unit System will expressly provide that revenues of said System may be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract, except for any present or future ordinance, resolution, motion or other action of Yorkville which authorizes, or has authorized, it to borrow funds from and enter a loan agreement with the Illinois Environmental Protection Agency (the "IEPA Loans") which may provide for the collection, segregation, distribution and/or pledge of revenues of the Yorkville Unit System which shall be the only obligation with preference of priority over Yorkville's obligation to the Commission hereunder.

E. General Covenant to Operate Properly. From time to time, Yorkville shall take all steps reasonably necessary so that the Yorkville Unit System and the Yorkville Unit System Connection Facilities may at all times be operated in accordance with industry standards.

F. Accounting and Audit. Yorkville shall make and keep proper books and accounts (separate and apart from all other records and accounts of Yorkville) in which

complete entries shall be made of all transactions relating to the Yorkville Unit System, and, within 180 days after the close of each of its fiscal years occurring during the term of this Contract, Yorkville shall cause the books and accounts of the Yorkville Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Yorkville Unit System.

G. Maintain Ownership of Yorkville Unit System. Yorkville shall construct to completion and thereafter continue to own and possess the Yorkville Unit System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection G does not prohibit Yorkville from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate the Yorkville Unit System.

H. Insurance. Yorkville shall carry insurance or maintain self-insurance with respect to the Yorkville Unit System and the Yorkville Unit System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed

shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced.

I. Continue to Serve. Yorkville shall use its best efforts to continue serving all customers of the Yorkville Unit System within its territorial limits that are intended to be served by the Yorkville Unit System as of the date of this Contract.

J. Maintain Water Allocation. Yorkville shall use its best efforts to obtain or retain, from time to time, a Water Allocation for the Yorkville Unit System at least equal to, but not in excess of two times, the Yorkville Unit System's Full Water Requirements from time to time.

K. Release and Indemnification. To the fullest extent permitted by law, Yorkville hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Yorkville Unit System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Yorkville to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. Yorkville agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and

liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to Yorkville and Yorkville, if requested by the Commission, shall assume the defense thereof, it being understood, however, that Yorkville shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

L. Combining or Separating System Accounts. Yorkville shall not combine its waterworks system with its sewerage system or separate its combined waterworks and sewerage system into separate systems unless:

(i) Yorkville shall have provided the Commission with written evidence, satisfactory to the Commission, that the proposed combination or separation will not materially or adversely affect Yorkville's ability to comply with all of the terms, conditions, and covenants of this Contract; and

(ii) The Commission shall have approved such combination or separation in writing.

M. Rate of Withdrawal. Yorkville will take Lake Water at the most uniform and continuous rate of withdrawal practical.

N. Emergency Interconnections. No emergency interconnection between the Yorkville Unit System and a water distribution system owned and operated by another Contract Customer ("Emergency Interconnection") shall be constructed, operated, or maintained except in accordance with the following terms, conditions, and limitations:

(i) The other Contract Customer and Yorkville shall submit to the Commission, for its review and approval, at least 60 days prior to the construction of the Emergency Interconnection or, if the Emergency Interconnection was constructed prior to the execution of this Contract, within 60 days following the execution of this Contract, a report detailing

the exact location of the Emergency Interconnection, the manner in which the Emergency Interconnection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnection. Such report shall include as-built drawings of the Emergency Interconnection and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the Commission shall have approved such report and the Commission shall have received and approved the written agreements required pursuant to clauses (ix) and (xii) of this Subsection 9.N. No approval of such report shall be withheld unless the Emergency Interconnection, or any agreement for the operation and maintenance of the Emergency Interconnection, violate the Contract Customer Contract, this Contract, the Water Supply Contract, or applicable laws or regulations, or pose a threat to the Commission or its Waterworks System.

(ii) The Emergency Interconnection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the other Contract Customer or Yorkville specifically related to the other Contract Customer or Yorkville pursuant to Section 3 of this Contract or any similar provision of any other water purchase and sale contract, as the case may be, and the Emergency Interconnection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water.

(iii) The Emergency Interconnection shall be maintained in such a manner as at no time to place or threaten to place the Commission or its Waterworks System in jeopardy of failing to meet the terms of the Contract Customer Contract, this Contract, the Water Supply Contract, or the regulations of any agency or governmental authority having jurisdiction over the of a public water supply.

(iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnection. The Emergency Interconnection shall not

be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.

(v) The party receiving Lake Water through the Emergency Interconnection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnection for each such emergency condition.

(vi) The other Contract Customer and Yorkville shall keep a joint record of the amount of Lake Water delivered through the Emergency Interconnection, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnection for each such emergency condition and, in any case, every five days where the Emergency Interconnection is continuous for more five days.

(vii) The amount of Lake Water delivered to the other Contract Customer's water distribution system or to the Yorkville Unit System through the Emergency Interconnection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the other Contract Customer's flow of water through the Emergency Interconnection shall be considered as a portion of the other Contract Customer's allocation from the Commission. In case of service curtailment, Yorkville's flow of water through the Emergency Interconnection shall be considered as a portion of Yorkville's allocation from the Commission.

(viii) The Commission shall have the right to inspect the Emergency Interconnection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at Yorkville's sole cost and expense.

(ix) The Commission shall bear no responsibility for, and the other Contract Customer and Yorkville shall, in writing, release the Commission from, and agree, to the fullest extent permitted by law, that the Commission shall not be liable for, and agree to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and

litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnection. The other Contract Customer and Yorkville shall agree, in writing, to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 9.N.

(x) The operation and maintenance of the Emergency Interconnection shall comply in all other respects with the Water Commission Act of 1985, the Contract Customer Contract, this Contract and the Water Supply Contract and the requirements of the Commission thereunder.

(xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the Emergency Interconnection, the Emergency Interconnection shall be operated and maintained only in accordance with this Subsection 9.N and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.

(xii) The Commission reserves the right to order all use of the Emergency Interconnection to be discontinued, and the other Contract Customer and Yorkville shall agree, in writing, to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 9.N and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

No emergency interconnection between the Yorkville Unit System and a water distribution system owned and operated by any other person, firm, or organization shall be constructed, operated, or maintained except upon the prior written approval of Commission.

**SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.**

A. Plans and Specifications for Yorkville Unit System Connection Facilities.

Yorkville shall prepare and submit to the Commission for its review and approval,

complete detailed plans, specifications, and construction contract documents for the Yorkville Unit System Connection Facilities not later than one week after the effective date of this Contract. The Commission shall provide its comments and revisions to Yorkville within 4 weeks after receipt of such documents. Yorkville shall incorporate all required changes to such documents within 4 weeks after receipt of the Commission's comments and revisions.

B. IEPA and Other Approvals for Yorkville Unit System Connection Facilities. Yorkville shall, within one week after receipt of the Commission's comments and revisions pursuant to Subsection 10.A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the Yorkville Unit System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of Yorkville Unit System Connection Facilities. Yorkville shall cause construction of the Yorkville Unit System Connection Facilities to be commenced within 32 weeks after the effective date of this Contract or 11 weeks after receipt of the last approval from any governmental body required as a condition precedent to construction of the Yorkville Unit System Connection Facilities, whichever is later. Yorkville shall cause construction to be completed within 30 weeks after commencement.

D. **Intentionally Omitted.**

E. **Intentionally Omitted.**

F. **Intentionally Omitted.**

G. Transfer of Property Rights. Yorkville shall grant to the Commission all necessary easements for the Commission metering station and other facilities to be constructed pursuant to Subsection 5.A of this Contract within 26 weeks after the effective date of this Contract. Yorkville shall, immediately upon execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5.A of this Contract and this Subsection 10.G.

H. Commencement of Construction of Commission Connection Facilities. The Commission shall cause design of the Commission Connection Facilities to be commenced within 8 weeks after receipt from Yorkville of the preliminary plans and specifications for the Yorkville Unit System Connection Facilities satisfactory to the Commission or upon acquisition of all rights of way and other property by Yorkville acquired for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause construction to be completed within 104 weeks after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities or May 1, 2028, whichever is later. Yorkville acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of Yorkville under this Contract, including without limitation Yorkville's payment obligations.

I. Delivery of Water for Start-Up Purposes. The Commission shall use its best efforts, consistent with its prior obligations and legal obligations to its customers

and consistent with the fair and equitable treatment of all of its Contract Customers, to supply Yorkville with Lake Water for pressure testing, disinfecting, and flushing the Yorkville Unit System, the Yorkville Unit System Connection Facilities, and the required water storage facilities prior to completion of construction if (i) construction of the Yorkville Unit System, the Yorkville Unit System Connection Facilities, and the required water storage facilities is proceeding in the regular course to completion; (ii) the construction of the Commission Connection Facilities has been completed, other than the SCADA System facilities, to the point where the Commission Connection facilities are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Yorkville Unit System or the Yorkville Unit System Connection Facilities are not complete; (iii) such Lake Water is utilized by Yorkville solely for purposes of pressure testing, disinfecting, and flushing the Yorkville Unit System, the Yorkville Unit System Connection Facilities, or the required water storage facilities; and (iv) Yorkville pays to the Commission, at the time specified in Subsection 7.H of this Contract, an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the amount of water, stated in thousands of gallons, actually received from the Commission for such purposes until such time as Yorkville first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsections 7.A and 7.M of this Contract.

J. Illustrative Schedule of Events. An “Illustrative Schedule of Events” depicting, on the basis of assumptions concerning the length of time necessary to secure various governmental approvals, the sequence of work pursuant to this Section

10 is attached to this Contract as Exhibit F. In the event of any conflict or inconsistency between the provisions of Exhibit F and the provisions of this Section 10, the provisions of this Section 10 shall control.

**SECTION 11. ASSIGNABILITY.**

Yorkville shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

The right to receive all payments that are required to be made by Yorkville to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinances/Resolutions to secure the payment of the principal of and the premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinances/Resolutions. Yorkville, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission also may retain the right to enforce this Contract.

**SECTION 12. FORCE MAJEURE.**

If, by reason of a force majeure event, either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the

other party within seven (7) days after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of Yorkville to receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure event shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders either of the parties unable to perform under this Contract shall relieve Yorkville of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments

shall continue as if the Yorkville Unit System were receiving its Full Water Requirements from the Commission.

**SECTION 13. COMMISSION DEFAULTS.**

Failure by the Commission to deliver Lake Water to Yorkville as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from Yorkville to the Commission of such failure, shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 12 of this Contract. If the Commission defaults under this Contract, then Yorkville may bring any action against the Commission allowed by law. No Commission default shall relieve Yorkville of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the Yorkville Unit System were receiving its Full Water Requirements from the Commission.

**SECTION 14. YORKVILLE OBLIGATION UNCONDITIONAL.**

Yorkville shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such Trustee for any

reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by Yorkville or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Water Supply Contract does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that Yorkville shall be absolutely and unconditionally obligated to make all payments under this Contract. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section 14 with respect to the rights of Yorkville.

**SECTION 15. COOPERATION IN CONSTRUCTION; EASEMENTS.**

Yorkville shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Yorkville is responsible for acquiring all necessary real property and easements within the City to build the Connection Facilities and shall transfer that insured real property and insured easements to the Commission upon acquisition. Additionally, Yorkville, within 30 days after Commission's request therefor, shall grant without charge to the Commission all required construction easements and all insured easements necessary for portions of the Waterworks System to be located on Yorkville's property, free and clear of all liens, claims, encumbrances,

and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Yorkville shall grant the Commission all access to its property necessary to construct and install the Commission Connection Facilities and all other equipment and appurtenant devices to the Point of Delivery.

**SECTION 16. COOPERATION IN ISSUANCE OF BONDS.**

Yorkville shall cooperate with the Commission in the issuance of Bonds. In connection therewith, Yorkville shall comply with all reasonable requests of the Commission and shall upon request do as follows:

- A. Make available general and financial information about itself in accordance with GAAP; and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and
- D. Make available certified copies of official proceedings; and
- E. Provide reasonable certifications to be used in a transcript of closing documents; and
- F. Provide and pay for reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to, and the binding effect of, this Contract, title to the Yorkville Unit System, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

**SECTION 17. REGULATORY BODIES.**

The Commission and Yorkville through this Contract seeks to exercise and maintain

all sovereign rights granted to it under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

**SECTION 18. OTHER WATER SUPPLIERS.**

Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers or users of Lake Water to provide Lake Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Yorkville Unit System.

**SECTION 19. NOTICES; EVIDENCE OF ACTIONS; WAIVER.**

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, and addressed as follows:

To the Commission:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126  
Attention: General Manager

To Yorkville:

United City of Yorkville  
800 Game Farm Road  
Yorkville IL 60560  
Attention: City Administrator

Copy to:

Kathleen Field Orr  
City Attorney  
Kathleen Field Orr & Associates  
2024 Hickory Road, Suite 305  
Yorkville, IL 60560

until and unless other addresses or addressees are specified by notice given in accordance herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Commission or Yorkville may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Commission or the City Clerk of Yorkville.

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by Yorkville pursuant to this Contract shall be in writing, signed by a duly authorized officer, agent, or attorney of Yorkville.

C. Waiver. No course of dealing or failure of the Commission or Yorkville to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

D. Partial Invalidity. If a term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable,

the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 20. EFFECTIVE DATE; TERMINATION; PAYMENT OF INTERIM COSTS; TERM.**

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 20.C of this Contract relating to the payment of certain costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon authorization and execution by both parties hereto and issuance by the State of Illinois Department of Natural Resources, Office of Water Resources, of a Water Allocation permit to Yorkville for each discrete and non-contiguous service area served by the Yorkville Unit System.

B. Commission Right to Terminate. If the Yorkville Unit System has not been constructed, installed, and completed to a point where it is capable of serving its intended function at the time Yorkville first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7.M of this Contract, the Commission may, in its sole and absolute discretion, terminate this Contract, in which event the Commission shall give notice to Yorkville not less than 20 days in advance of its intention to terminate this Contract and shall provide Yorkville an opportunity for a hearing before the Commission prior to the effective date of such termination

and, upon the concurrence of a majority of the Commissioners of the Commission following the conclusion of such hearing, this Contract shall be of no further force or effect except for the provisions of Subsection 20.D below, as to which provisions this Contract shall remain in full force and effect.

C. Payment of Interim Costs. Whether or not the Yorkville Unit System is ever completed, operable, or operating, Yorkville shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the Illinois Department of Natural Resources, Office of Water Resources, or by Yorkville as a result of, or occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the costs of the design and construction of the Commission Connection Facilities. If the Yorkville Unit System has not been completed as and when required by Subsection 20.B above and the Commission elects, in its sole and absolute discretion, to terminate this Contract pursuant to Subsection 20.B above, then Yorkville's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs, after deducting therefrom the amount or amounts of any prepayments made pursuant to Subsection 7.K of this Contract. If the amount or amounts of any such prepayments exceed Yorkville's payment obligation hereunder,

the Commission shall refund the difference to Yorkville. If either (i) the Yorkville Unit System is completed as and when required by Subsection 20.B above or (ii) if not completed, the Commission does not elect to terminate this Contract, then such costs shall be treated as part of the Connection Facilities Cost provided in Subsection 7.C of this Contract.

D. Term. Unless this Contract is sooner terminated by the Commission pursuant to Subsection 20.B above, this Contract shall continue in force and effect until February 24, 2064.

**SECTION 21. GOVERNING LAW AND VENUE.**

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois. The parties agree that venue for any litigation arising out of this Contract shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois and waive any right, whether statutory or otherwise, to venue in any other jurisdiction.

**SECTION 22. MUNICIPAL BOUNDARIES.**

Not later than 365 days after the execution of this Contract, Yorkville shall provide the Commission with: (i) a current list of all parcels within Yorkville's corporate limits, identified by Property Index Number and common address, (ii) a correct, complete legal description of the entire boundary of the municipality, and (iii) an aerial photograph depicting the entire boundary of the Yorkville municipal limits. Yorkville shall update the information in this Section 22 within 60 days of any changes in its municipal boundaries.

**SECTION 23. MODIFICATIONS OR AMENDMENTS.**

This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of Yorkville to make payments to the Commission to meet the Commission's obligations under the Water Supply Contract, the Contract Customer Contract, and the Bond Ordinances/Resolutions.

**SECTION 24. EXHIBITS INCORPORATED.**

Exhibits A, B-1, B-2, C, D, E, F, and G to this Contract are hereby fully incorporated into this Contract as substantive provisions of this Contract.

**SECTION 25. EXECUTION IN COUNTERPARTS.**

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties 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.

Date: \_\_\_\_\_

**UNITED CITY OF YORKVILLE**

By: \_\_\_\_\_  
John Purcell – Mayor

ATTEST:

\_\_\_\_\_  
Jori Behland – City Clerk

Date: \_\_\_\_\_

**DUPAGE WATER COMMISSION**

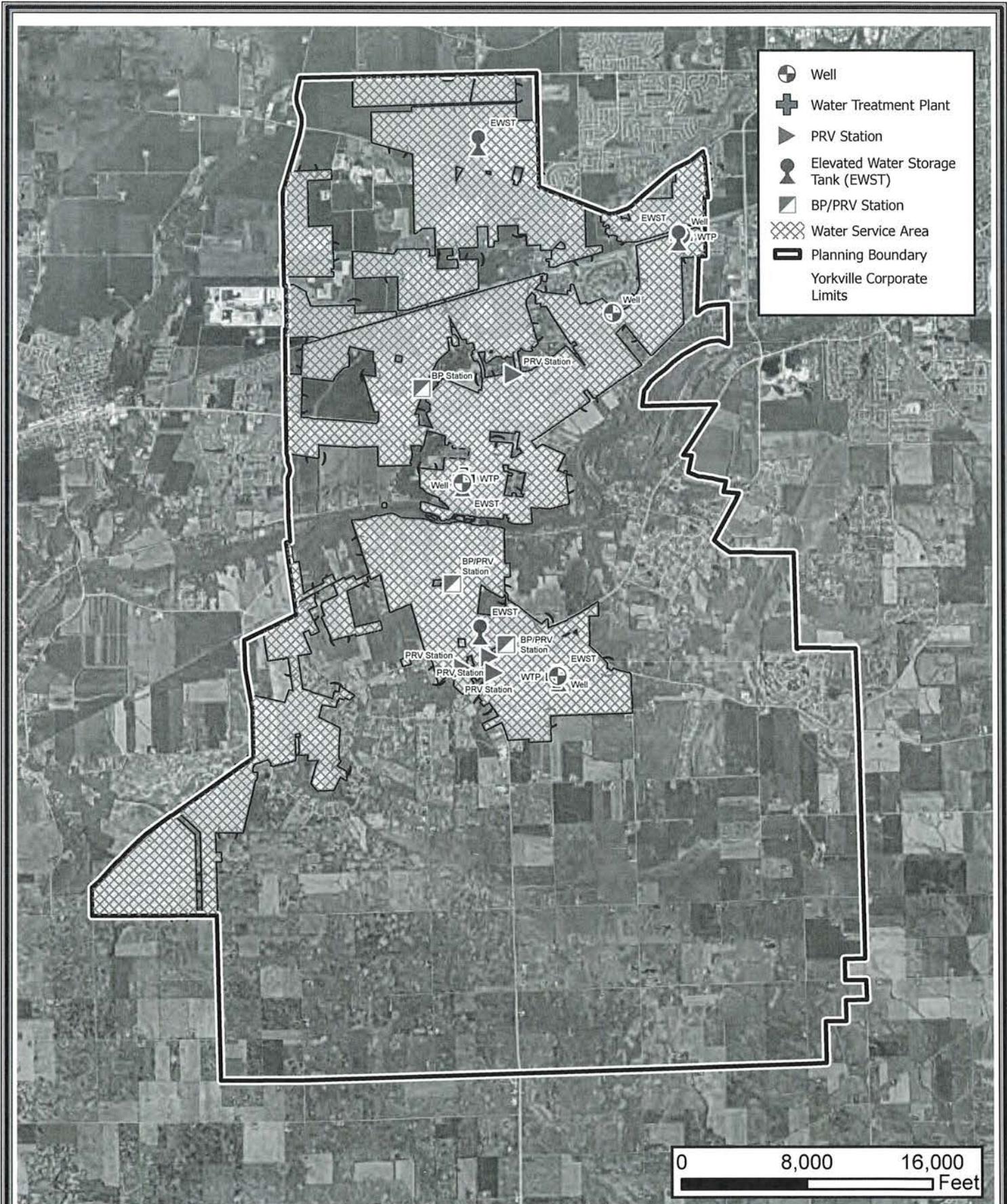
By: \_\_\_\_\_  
James F. Zay – Chairman

ATTEST:

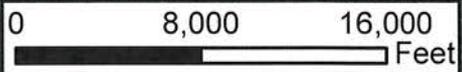
\_\_\_\_\_  
Danna M. Mundall – Clerk

**EXHIBIT A**  
**YORKVILLE UNIT SYSTEM**

EXHIBIT A - YORKVILLE UNIT SYSTEM



- Well
- Water Treatment Plant
- PRV Station
- Elevated Water Storage Tank (EWST)
- BP/PRV Station
- Water Service Area
- Planning Boundary
- Yorkville Corporate Limits



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



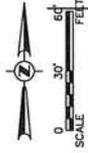
**United City of Yorkville**  
 651 Prairie Pointe Dr.  
 Yorkville, IL 60560  
 630-553-4350

DATE:	SEPTEMBER 2024
PROJECT NO.:	YO2223
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\EO22
FILE:	YO2223 Water Service Area MXD

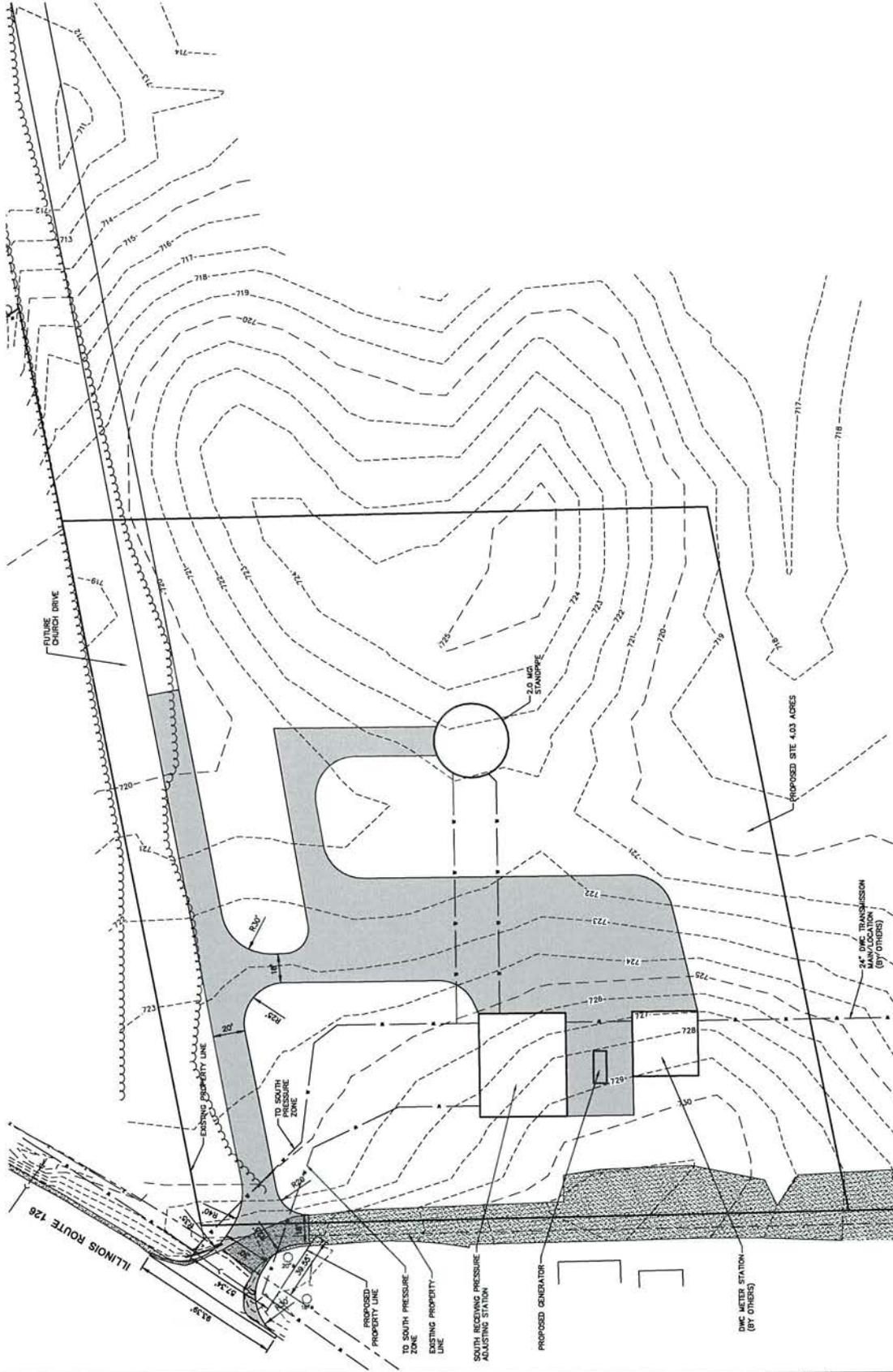
**UNITED CITY OF YORKVILLE  
 WATER SERVICE AREA**



**EXHIBIT B-1**  
**YORKVILLE UNIT SYSTEM CONNECTION FACILITIES**

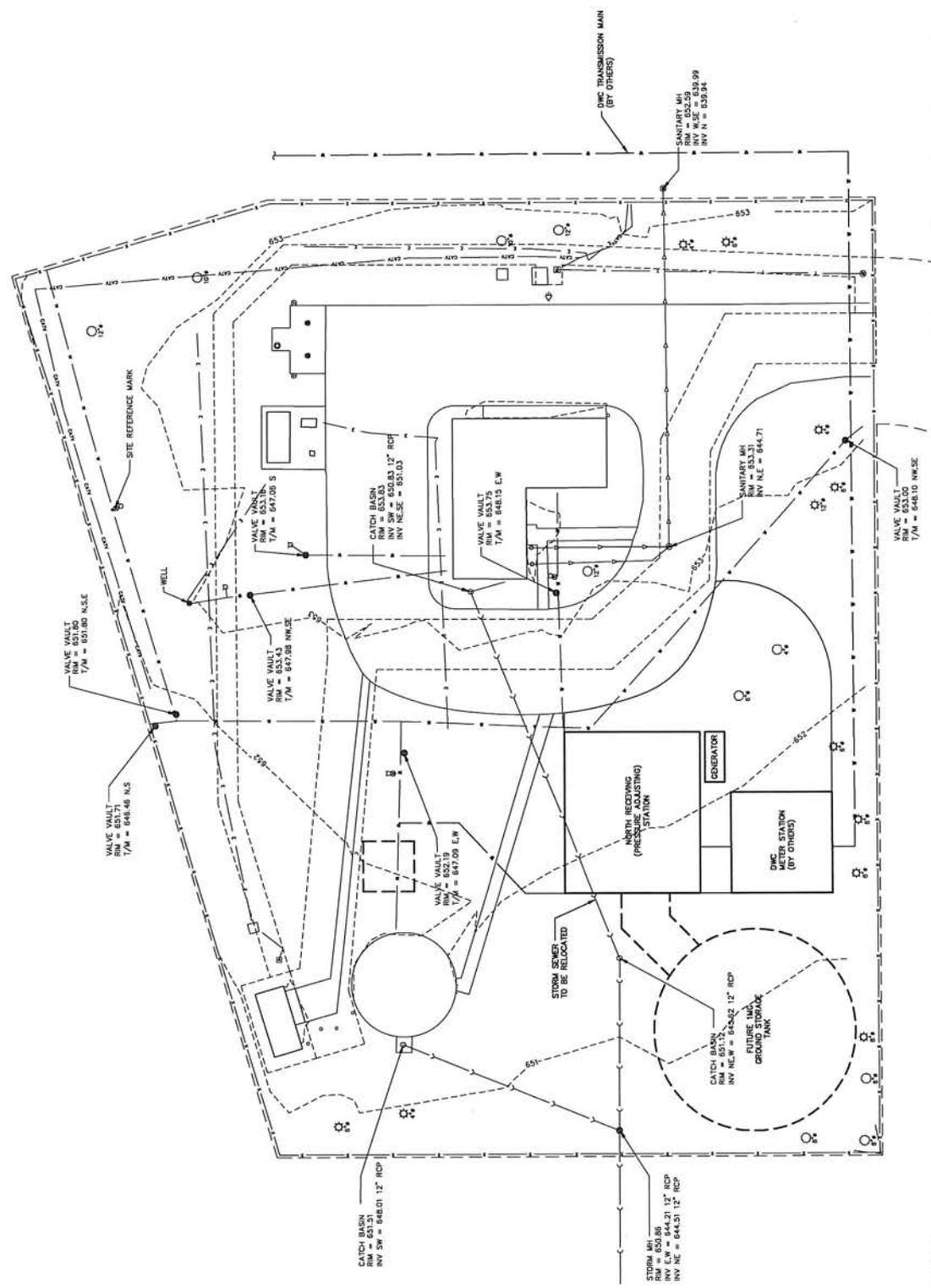
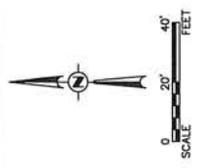


# EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES MS33A SITE



DATE: SEPTEMBER 2024 PROJECT NO: Y02416 FILE: Y02416-SITE SHEET <b>XX</b> OF <b>4</b>	<b>SITE PLAN</b>	<b>SOUTH RECEIVING STATION</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 5%;">DATE</th> <th style="width: 90%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISIONS									
NO.	DATE	REVISIONS													
<b>UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS</b>			<p>Engineering Enterprises, Inc.          CONSULTING ENGINEERS          5035 S. Maple Street          Sugar Creek, Illinois 60354          630.466.6700 / www.eeinc.com</p>												

# EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES MS33B SITE



DATE: SEPTEMBER 2024  
PROJECT NO: Y02415  
FILE: Y02415-SITE  
SHEET 2 OF 4

SITE PLAN LAYOUT

NORTH RECEIVING STATION

NO.	DATE	REVISIONS

UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

Engineering Enterprises, Inc.  
CONSULTING ENGINEERS  
22 Wheeler Road  
Yorkville, IL 62454  
620.688.6700 / www.eeinc.com



**EXHIBIT B-1**

**WATER DELIVERY DATA**

**DU PAGE WATER COMMISSION**

Date: September 18, 2024 (data provided by Yorkville consultant working with DWC Consultant)

CUSTOMER NAME United City of Yorkville

DELIVERY POINT (DWC NODE No.) MS 33A

TYPE OF CUSTOMER PAS FACILITY REQUIRED Rate Control Type D

LOCATION AT Illinois Route 71 and Wing Rd., Yorkville IL

DWC DESIGN MINIMUM HYDRAULIC GRADE\* (USGS DATUM) 824

CUSTOMER'S SYSTEM OVERFLOW ELEV. AND/OR REQUIRED HEAD\*\* 920

CUSTOMER'S STORAGE FACILITY 1.5 MG Elevated

**HYDRAULIC DATA**

	Flow Rate @ Customer's Facility MGD	— DWC Hydraulic Grade 10 ft. Downstream of DWC Meter Station USGS Datum
<u>2032</u> Avg. Day	<u>1.00 MGD</u>	<u>876</u>
<u>2032</u> Max. Day	<u>1.70 MGD</u>	<u>885</u>
<u>2050</u> Avg. Day	<u>2.42 MGD</u>	<u>824</u>
<u>2050</u> Max. Day	<u>4.11 MGD</u>	<u>875</u>
<u>2050</u> Peak***	<u>7.26 MGD</u>	

\* DWC design minimum hydraulic grade will fluctuate approx.  $\pm$  10 feet depending upon Commission's elevated storage water elevation.

\*\* It is customer's responsibility to verify the system overflow elevation or required head.

\*\*\* 3 x 2050 average day flow or 1500 GPM minimum.

**EXHIBIT B-1**

**WATER DELIVERY DATA**

**DU PAGE WATER COMMISSION**

Date: September 18, 2024 (data provided by Yorkville consultant working with DWC Consultant)

CUSTOMER NAME United City of Yorkville

DELIVERY POINT (DWC NODE No.) MS 33B

TYPE OF CUSTOMER PAS FACILITY REQUIRED Rate Control Type C

LOCATION AT 3099 Lehman Crossing, Yorkville IL

DWC DESIGN MINIMUM HYDRAULIC GRADE\* (USGS DATUM) 836

CUSTOMER'S SYSTEM OVERFLOW ELEV. AND/OR REQUIRED HEAD\*\* 810

CUSTOMER'S STORAGE FACILITY 1.5 MG Elevated

**HYDRAULIC DATA**

	Flow Rate @ Customer's Facility MGD	DWC Hydraulic Grade 10 ft. Downstream of DWC Meter Station USGS Datum
<u>2032</u> Avg. Day	<u>1.50 MGD</u>	<u>878</u>
<u>2032</u> Max. Day	<u>2.55 MGD</u>	<u>897</u>
<u>2050</u> Avg. Day	<u>3.64 MGD</u>	<u>836</u>
<u>2050</u> Max. Day	<u>6.19 MGD</u>	<u>882</u>
<u>2050</u> Peak***	<u>10.92 MGD</u>	

\* DWC design minimum hydraulic grade will fluctuate approx.  $\pm$  10 feet depending upon Commission's elevated storage water elevation.

\*\* It is customer's responsibility to verify the system overflow elevation or required head.

\*\*\* 3 x 2050 average day flow or 1500 GPM minimum.

EXHIBIT B-1

PRELIMINARY PLANS FOR THE YORKVILLE  
UNIT SYSTEM CONNECTION FACILITIES

MINIMUM REQUIREMENTS FOR PRESSURE ADJUSTING (PA) STATIONS  
AND SCHEMATICS

1. Rate Controllers shall be adjusted and the water distribution shall otherwise be operated to take a normally uniform flow rate from the DWC system. The maximum hourly rate should in no case be greater than 1.7 times the average annual hourly rate based on the current Lake Michigan water allocation for the PA station. The adequacy of customer system storage and proper operation of storage facilities to assure uniform take-off is the customer's responsibility.
2. Designs shall provide for the appropriate fluctuation of customer storage facility levels to assure uniform take-off. Elevated storage tanks shall be fluctuated appropriately during sub freezing conditions.
3. Emergency bypass lines, flow rate controllers and system isolation check valves shall be required in all designs.
4. Altitude valves or other appropriate means for preventing elevated and ground storage tank overflows are recommended if such provisions do not already exist in the customer's system.
5. Surge relief facilities for protection of both the customer and DWC facilities shall be required.
6. the type and design of the PA station will be dependent upon:
  - a. The difference between, (i) the minimum DWC system pressure (hydraulic grade) 10 feet downstream of the DWC Metering Station (MS) and, (ii) the customer's elevated tank overflow or system pressure.
  - b. Whether ground storage will be used to receive water at the PA station.

In general, the recommended design types for the various receiving facility designs and the differential between the minimum DWC system grade (at the point of delivery) and the customer system elevated tank overflows or system pressure are as follows:

<u>Design Type</u>	<u>Head (DWC – Customer)</u>
Pressure Reducing (Type A & B)	> / = 28 feet
Rate Control (Type C)	< 28 feet & >/= 0 feet
Pressure Increasing (Type D)	< 0 feet

EXHIBIT B-1

PRELIMINARY PLANS FOR THE YORKVILLE  
UNIT SYSTEM CONNECTION FACILITIES

7. Where pumping stations are required (Type D), each station shall be equipped with three (3) pumping units of equal size. Each unit shall have rated capacity of approximately equal to the average day, year 2020 flow, at the station. Two (2) pumping units shall have a combined capacity to provide maximum day, year 2020 flow (1.7 times average day year 2020 flow). The third unit is for standby. A fourth space is shown on the pumping station (Type D) schematic for an additional pumping unit at the customer's option.
8. The facility requirements indicated are for illustrative purposes showing general guidelines and various design functions to be provided. Each station shall be designed and proper equipment shall be selected to meet local and specific conditions.
9. Emergency conditions may permit three (3) times average day flow at the PA based on the year 2020 Lake Michigan Water Allocation or 1500 GPM, whichever is greater.
10. The Commission will only provide a chlorine residual meeting State and Federal Standards at the point of delivery. Additional chlorination facilities, if required, shall be provided by the customer at the customer's expense.

## EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

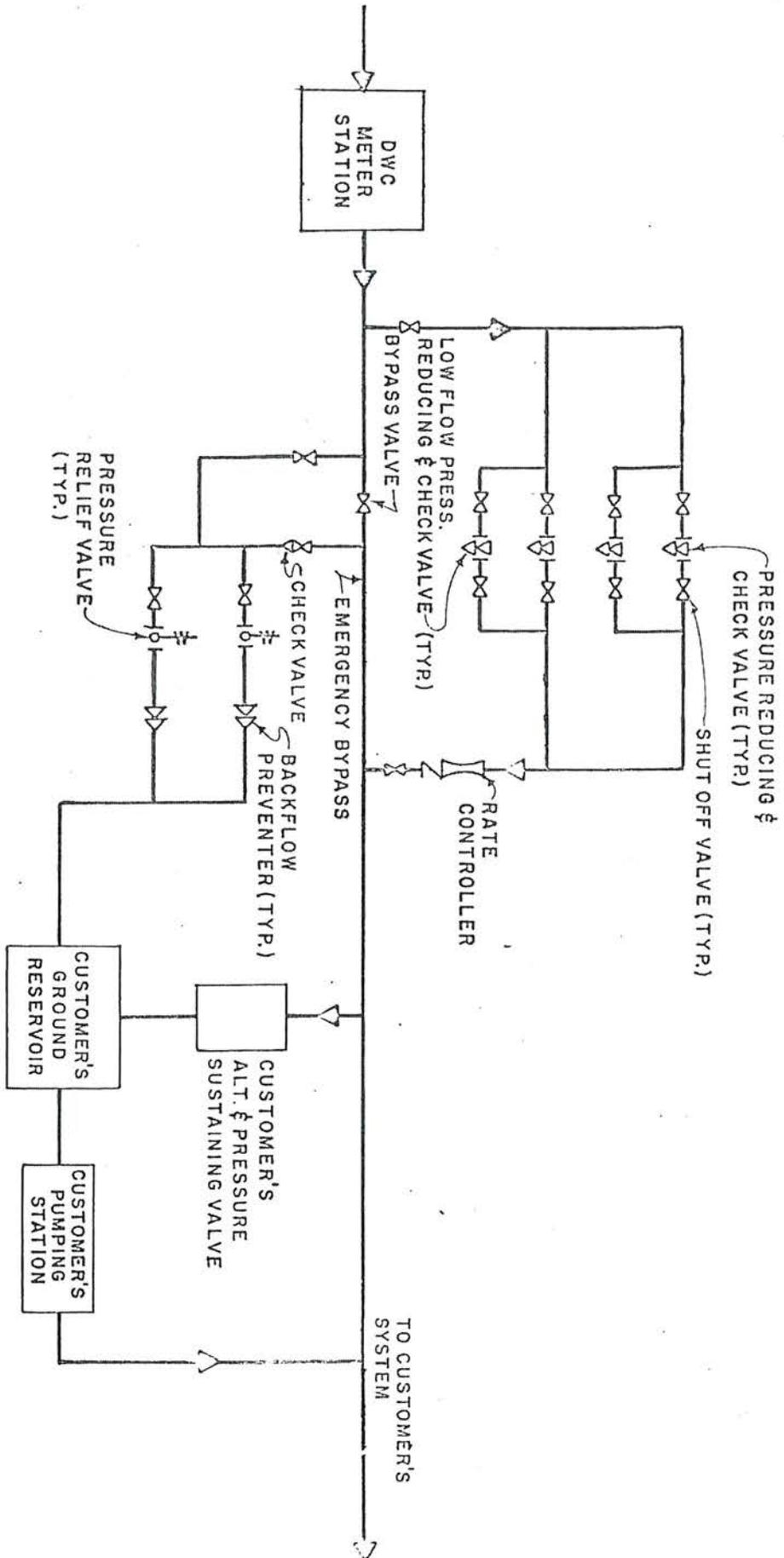
### PRESSURE REDUCING STATION - TYPE A

- 1) HOURLY FLOWS SHALL BE UNIFORM THROUGHOUT EACH DAY\* AND RATE NOT EXCEED 1.7 X AVERAGE DAY FLOW AT THE STATION BASED ON CURRENT YEAR LAKE MICHIGAN WATER ALLOCATION.
- 2) PRESSURE REDUCING STATION IS REQUIRED IF THE COMMISSION'S SYSTEM DESIGN PRESSURE\*\* EXCEEDS THE DESIRED CUSTOMER'S SYSTEM PRESSURE BY TWELVE (12) P.S.I. (28 FT.) OR MORE.
- 3) PRESSURE REDUCING STATION TYPE A - CONNECTIONS TO GROUND RESERVOIR AND SYSTEM.
  - A. PRESSURE REDUCING AND CHECK VALVE, AND RATE CONTROLLER (MAXIMUM FLOW LIMIT CONTROL) ARE REQUIRED.
  - B. PRESSURE RELIEF FOR BOTH DWC AND CUSTOMER'S SYSTEM IS REQUIRED.
  - C. EMERGENCY BYPASS IS REQUIRED.
  - D. ALTITUDE VALVE WITH PRESSURE SUSTAINING FUNCTION AND BYPASS (CUSTOMER'S RESPONSIBILITY) ARE RECOMMENDED FOR GROUND RESERVOIR CONNECTION. PROPER DAILY USE OF THE RESERVOIR IS REQUIRED.
  - E. CHLORINATION SYSTEM IS OPTIONAL (CUSTOMER'S RESPONSIBILITY).
- 4) EMERGENCY CONDITIONS MAY PERMIT 3X AVERAGE DAY FLOW AT THE STATION BASED ON 2020 LAKE MICHIGAN WATER ALLOCATION OR 1500 GPM WHICHEVER IS LARGER.
- 5) STANDBY PRESSURE REDUCING AND CHECK VALVE ARE REQUIRED.
- 6) THE FACILITY REQUIREMENTS INDICATED ARE FOR ILLUSTRATIVE PURPOSE SHOWING GENERAL GUIDELINES AND VARIOUS DESIGN FUNCTIONS TO BE PROVIDED. EACH STATION SHALL BE DESIGNED, AND PROPER EQUIPMENT SHALL BE SELECTED TO MEET LOCAL CONDITIONS AND SITE SPECIFICS.

\*ACCOMPLISHED BY SETTING RATE CONTROLLER IN ACCORDANCE WITH THE CUSTOMER DEMAND.

\*\*DESIGN PRESSURE WILL FLUCTUATE APPROXIMATELY  $\pm$  10 FEET DEPENDING UPON COMMISSION'S ELEVATED STORAGE WATER ELEVATION.

# SCHEMATIC OF PRESSURE REDUCING STATION TYPE A



## EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

### PRESSURE REDUCING STATION - TYPE B

- 1) HOURLY FLOWS SHALL BE UNIFORM THROUGHOUT EACH DAY\* AND RATE NOT EXCEED 1.7 X AVERAGE DAY FLOW AT THE STATION BASED ON CURRENT YEAR LAKE MICHIGAN WATER ALLOCATION.
- 2) PRESSURE REDUCING STATION IS REQUIRED IF THE COMMISSION'S SYSTEM DESIGN PRESSURE\*\* EXCEEDS THE DESIRED CUSTOMER'S SYSTEM PRESSURE BY TWELVE (12) P.S.I. (28 FT.) OR MORE.
- 3) PRESSURE REDUCING STATION TYPE B - CONNECTIONS TO ELEVATED TANK AND SYSTEM.
  - A. PRESSURE REDUCING AND CHECK VALVE, AND RATE CONTROLLER (MAXIMUM FLOW LIMIT CONTROL) ARE REQUIRED.
  - B. PRESSURE RELIEF FOR BOTH DWC AND CUSTOMER'S SYSTEM IS REQUIRED.
  - C. EMERGENCY BYPASS IS REQUIRED.
  - D. ALTITUDE VALVE WITH BYPASS (CUSTOMER'S RESPONSIBILITY) IS RECOMMENDED FOR ELEVATED TANK CONNECTION. PROPER DAILY USE OF THE TANK IS REQUIRED.
  - E. CHLORINATION SYSTEM IS OPTIONAL (CUSTOMER'S RESPONSIBILITY).
- 4) EMERGENCY CONDITIONS MAY PERMIT 3X AVERAGE DAY FLOW AT THE STATION BASED ON 2020 LAKE MICHIGAN WATER ALLOCATION OR 1500 GPM WHICHEVER IS LARGER.
- 5) STANDBY PRESSURE REDUCING AND CHECK VALVE ARE REQUIRED.
- 6) THE FACILITY REQUIREMENTS INDICATED ARE FOR ILLUSTRATIVE PURPOSE SHOWING GENERAL GUIDELINES AND VARIOUS DESIGN FUNCTIONS TO BE PROVIDED. EACH STATION SHALL BE DESIGNED, AND PROPER EQUIPMENT SHALL BE SELECTED TO MEET LOCAL CONDITIONS AND SITE SPECIFICS.

\*ACCOMPLISHED BY SETTING RATE CONTROLLER IN ACCORDANCE WITH THE CUSTOMER DEMAND.

\*\*DESIGN PRESSURE WILL FLUCTUATE APPROXIMATELY  $\pm$  10 FEET DEPENDING UPON COMMISSION'S ELEVATED STORAGE WATER ELEVATION.

# SCHEMATIC OF PRESSURE REDUCING STATION TYPE B

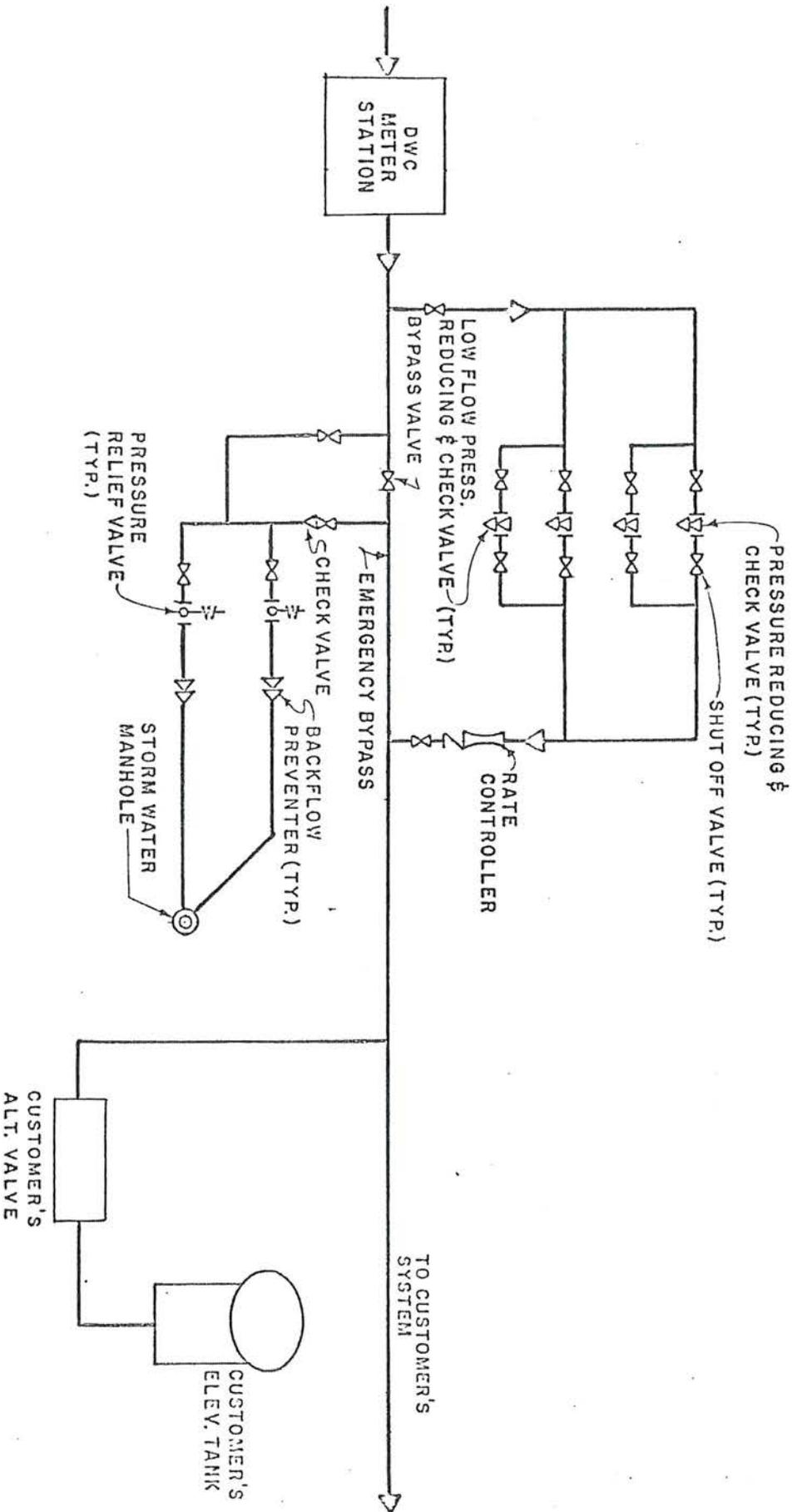


EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

DUPAGE WATER COMMISSION  
DATE:

ALVORD, BURDICK & HOWSON  
ENGINEERS CHICAGO

## EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

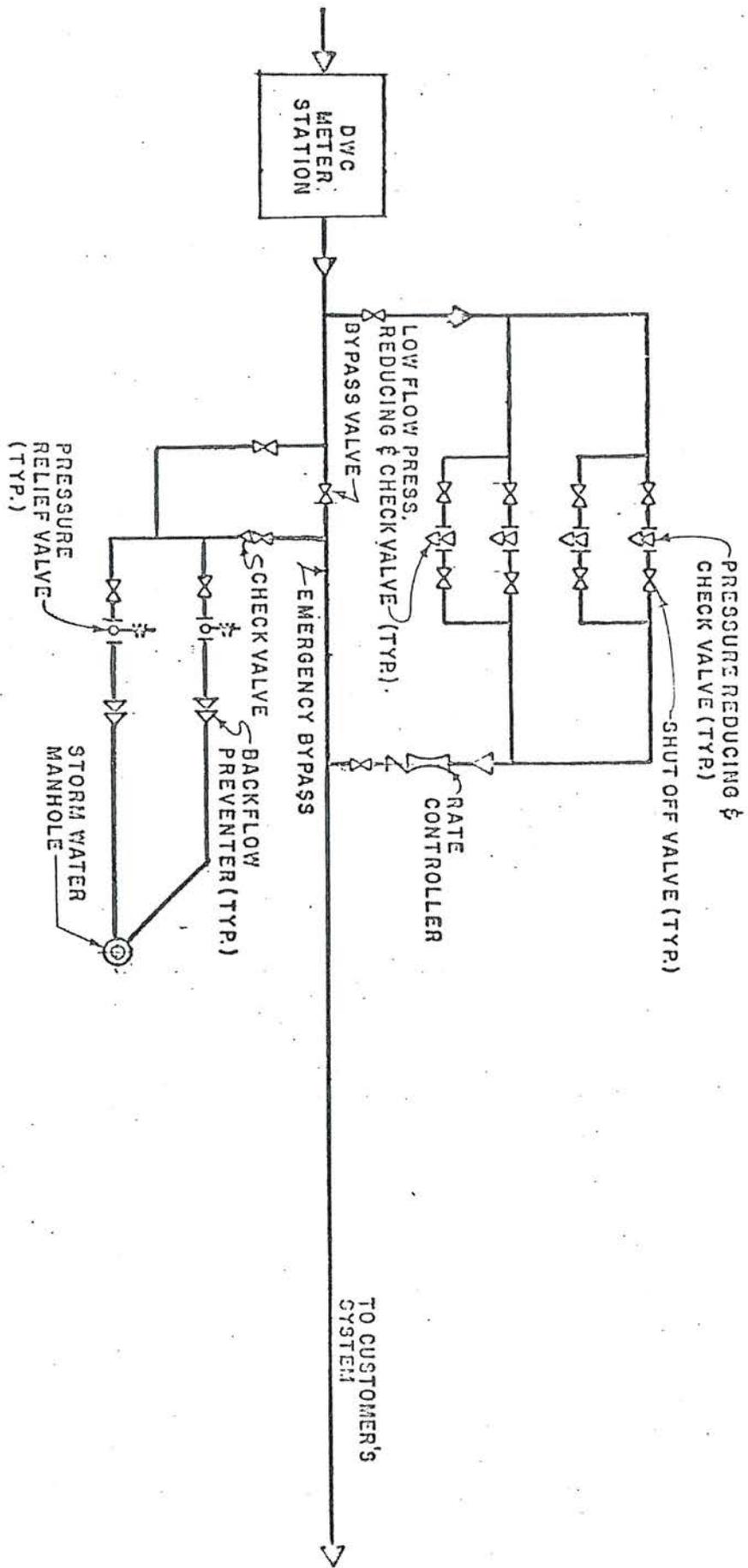
### PRESSURE REDUCING STATION - TYPE C

- 1) HOURLY FLOWS SHALL BE UNIFORM THROUGHOUT EACH DAY\* AND RATE NOT EXCEED 1.7 X AVERAGE DAY FLOW AT THE STATION BASED ON CURRENT YEAR LAKE MICHIGAN WATER ALLOCATION.
- 2) PRESSURE REDUCING STATION IS REQUIRED IF THE COMMISSION'S SYSTEM DESIGN PRESSURE\*\* EXCEEDS THE DESIRED CUSTOMER'S SYSTEM PRESSURE BY TWELVE (12) P.S.I. (28 FT.) OR MORE.
- 3) PRESSURE REDUCING STATION TYPE C - DIRECT CONNECTIONS TO DISTRIBUTION SYSTEM.
  - A. ALL DIRECT CONNECTIONS FROM DUPAGE WATER COMMISSION FEEDER MAIN TO DISTRIBUTION SYSTEM SHALL REQUIRED DWC APPROVAL.
  - B. MAXIMUM HOUR TAKE-OFF RATE SHALL BE REGULATED TO COMPLY WITH ITEM 1) REQUIREMENTS. ADEQUACY OF STORAGE CAPACITY IS CUSTOMER'S RESPONSIBILITY.
  - C. PRESSURE REDUCING AND CHECK VALVE, AND RATE CONTROLLER (MAXIMUM FLOW LIMIT CONTROL) ARE REQUIRED.
  - D. PRESSURE RELIEF FOR BOTH DWC AND CUSTOMER'S SYSTEM IS REQUIRED.
  - E. EMERGENCY BYPASS IS REQUIRED.
  - F. ALTITUDE VALVE WITH BYPASS (AND PRESSURE SUSTAINING FUNCTION FOR GROUND STORAGE) IS RECOMMENDED FOR STORAGE CONNECTION (CUSTOMER'S RESPONSIBILITY). PROPER DAILY USE OF THE STORAGE IS REQUIRED.
  - G. CHLORINATION SYSTEM IS OPTIONAL (CUSTOMER'S RESPONSIBILITY).
- 4) EMERGENCY CONDITIONS MAY PERMIT 3X AVERAGE DAY FLOW AT THE STATION BASED ON 2020 LAKE MICHIGAN WATER ALLOCATION OR 1500 GPM WHICHEVER IS LARGER.
- 5) STANDBY PRESSURE REDUCING AND CHECK VALVE ARE REQUIRED.
- 6) THE FACILITY REQUIREMENTS INDICATED ARE FOR ILLUSTRATIVE PURPOSE SHOWING GENERAL GUIDELINES AND VARIOUS DESIGN FUNCTIONS TO BE PROVIDED. EACH STATION SHALL BE DESIGNED, AND PROPER EQUIPMENT SHALL BE SELECTED TO MEET LOCAL CONDITIONS AND SITE SPECIFICS.

\*ACCOMPLISHED BY SETTING RATE CONTROLLER IN ACCORDANCE WITH THE CUSTOMER DEMAND.

\*\*DESIGN PRESSURE WILL FLUCTUATE APPROXIMATELY  $\pm$  10 FEET DEPENDING UPON COMMISSION'S ELEVATED STORAGE WATER ELEVATION.

# SCHEMATIC OF PRESSURE REDUCING STATION TYPE C



## EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

### RATE CONTROL STATION - TYPE D

- 1) HOURLY FLOWS SHALL BE UNIFORM THROUGHOUT EACH DAY\* AND RATE NOT EXCEED 1.7 X AVERAGE DAY FLOW AT THE STATION BASED ON CURRENT YEAR LAKE MICHIGAN WATER ALLOCATION.
- 2) RATE CONTROL STATION IS REQUIRED IF THE DIFFERENCE BETWEEN THE COMMISSION'S MINIMUM DESIGN PRESSURE\*\* AND THE CUSTOMER'S DESIRED SYSTEM PRESSURE IS NOT MORE THAN TWELVE (12) P.S.I. (28 FT.).
- 3) RATE CONTROL STATION TYPE D - CONNECTIONS TO ELEVATED TANK AND SYSTEM.
  - A. PRESSURE SUSTAINING AND CHECK VALVE, AND RATE CONTROLLER (MAXIMUM FLOW LIMIT CONTROL) ARE REQUIRED.
  - B. PRESSURE RELIEF FOR BOTH DWC AND CUSTOMER'S SYSTEM IS REQUIRED.
  - C. EMERGENCY BYPASS IS REQUIRED.
  - D. ALTITUDE VALVE WITH BYPASS (CUSTOMER'S RESPONSIBILITY) IS RECOMMENDED FOR ELEVATED TANK CONNECTION. PROPER DAILY USE OF THE TANK IS REQUIRED.
  - E. CHLORINATION SYSTEM IS OPTIONAL (CUSTOMER'S RESPONSIBILITY).
- 4) EMERGENCY CONDITIONS MAY PERMIT 3X AVERAGE DAY FLOW AT THE STATION BASED ON 2020 LAKE MICHIGAN WATER ALLOCATION OR 1500 GPM WHICHEVER IS LARGER.
- 5) STANDBY PRESSURE SUSTAINING AND CHECK VALVE ARE REQUIRED.
- 6) THE FACILITY REQUIREMENTS INDICATED ARE FOR ILLUSTRATIVE PURPOSE SHOWING GENERAL GUIDELINES AND VARIOUS DESIGN FUNCTIONS TO BE PROVIDED. EACH STATION SHALL BE DESIGNED, AND PROPER EQUIPMENT SHALL BE SELECTED TO MEET LOCAL CONDITIONS AND SITE SPECIFICS.

\*ACCOMPLISHED BY SETTING RATE CONTROLLER IN ACCORDANCE WITH THE CUSTOMER DEMAND.

\*\*DESIGN PRESSURE WILL FLUCTUATE APPROXIMATELY  $\pm$  10 FEET DEPENDING UPON COMMISSION'S ELEVATED STORAGE WATER ELEVATION.

# SCHEMATIC OF PRESSURE INCREASING STATION TYPE D

NOTE: CUSTOMER SHALL UPGRADE DISTRIBUTION SYSTEM  
AS REQUIRED TO APPROPRIATELY UTILIZE THE  
WATER STORAGE FACILITIES.

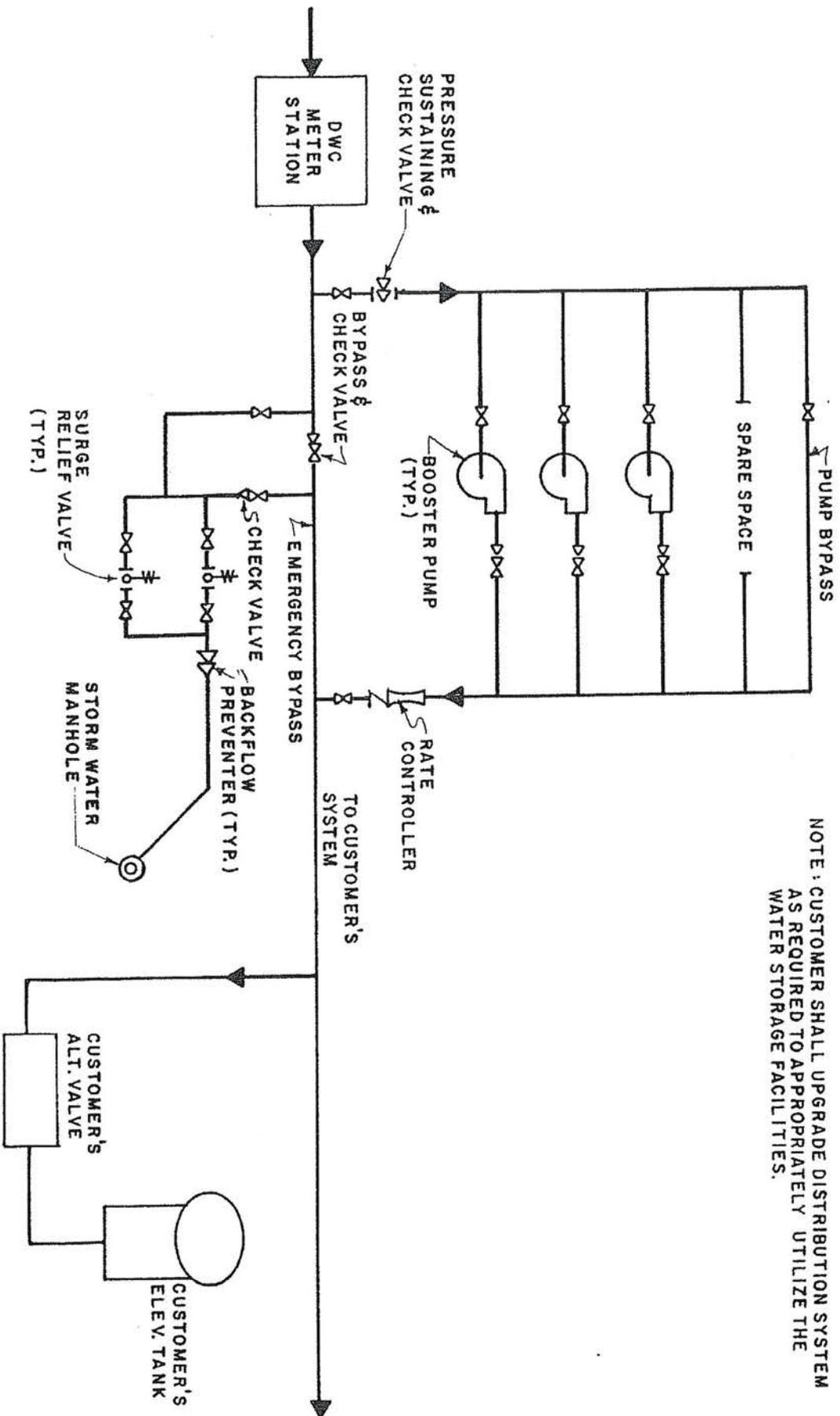


EXHIBIT B-1 YORKVILLE UNIT SYSTEM CONNECTION FACILITIES

DU PAGE WATER COMMISSION  
DATE: 12-17-87

ALVORD, BURDICK & HOWSON  
ENGINEERS CHICAGO

**EXHIBIT B-2**  
**COMMISSION CONNECTION FACILITIES**





**EXHIBIT C**  
**YORKVILLE UNIT SYSTEM STORAGE REQUIREMENTS**

**EXHIBIT C**  
**CUSTOMER WATER STORAGE REQUIREMENTS**

CUSTOMER	CUSTOMER	2030	ALLOCATION	STORAGE	10%	PORTION	STORAGE
	EXISTING	ALLOCATION	AS A	REQUIRED	SHALLOW	OF DWC	ABOVE OR
	STORAGE	(MGD)	PERCENTAGE	BY	WELL	STORAGE	(BELOW)
	(MG)		OF SYSTEM	CONTRACT	ALLOWANCE	(MG)	REQUIREMENT
				(MG)	(MG)(1)	(MG)	(MG)
ADDISON	6.75	3.582	3.99%	7.16	0.72	2.50	2.80
ARGONNE	1.60	0.758	0.85%	1.52	0.15	0.53	0.76
BARTLETT	7.50	3.246	3.62%	6.49	0.65	2.26	3.92
BENSENVILLE	3.55	1.907	2.13%	3.81	0.00	1.33	1.07
BLOOMINGDALE	4.80	2.348	2.62%	4.70	0.47	1.64	2.21
CAROL STREAM	6.50	3.667	4.09%	7.33	0.73	2.56	2.46
IAWC ARROWHEAD	0.40	0.145	0.16%	0.29	0.03	0.10	0.24
IAWC COUNTRY CLUB	0.20	0.105	0.12%	0.21	0.02	0.07	0.08
IAWC DU PAGE/LISLE	0.76	0.470	0.52%	0.94	0.09	0.33	0.24
IAWC LOMBARD	0.05	0.050	0.06%	0.10	0.01	0.03	(0.01)
IAWC VALLEY VIEW	0.88	0.520	0.58%	1.04	0.10	0.36	0.31
IAWC LIBERTY RIDGE WEST	0.40	0.300	0.33%	0.60	0.06	0.21	0.07
IAWC LIBERTY RIDGE EAST	0.05	0.030	0.03%	0.06	0.01	0.02	0.02
CLARENDON HILLS	1.25	0.818	0.91%	1.64	0.16	0.57	0.35
DARIEN /DPC-SERWF	4.00	3.269	3.65%	6.54	0.65	2.28	0.39
DOWNERS GROVE	8.00	6.097	6.80%	12.19	1.22	4.25	1.28
DuPAGE COUNTY	2.63	1.483	1.65%	2.97	0.30	1.03	0.99
ELMHURST	15.00	4.083	4.55%	8.17	0.82	2.85	10.50
GLENDALE HEIGHTS	4.70	2.671	2.98%	5.34	0.53	1.86	1.75
GLEN ELLYN	3.25	2.562	2.86%	5.12	0.51	1.79	0.42
HINSDALE	4.50	2.468	2.75%	4.94	0.49	1.72	1.78
ITASCA	3.50	1.486	1.66%	2.97	0.30	1.04	1.86
LISLE	5.50	2.686	3.00%	5.37	0.54	1.87	2.54
LOMBARD	5.60	4.174	4.66%	8.35	0.83	2.91	1.00
NAPERVILLE	43.90	17.454	19.47%	34.91	3.49	12.17	24.65
OAK BROOK	8.00	3.294	3.67%	6.59	0.66	2.30	4.37
OAKBROOK TERRACE	0.50	0.261	0.29%	0.52	0.05	0.18	0.21
ROSELLE	1.75	1.866	2.08%	3.73	0.37	1.30	(0.31)
VILLA PARK	3.80	1.784	1.99%	3.57	0.00	1.24	1.48
WESTMONT	4.50	2.552	2.85%	5.10	0.51	1.78	1.69
WHEATON	7.26	4.846	5.40%	9.69	0.97	3.38	1.92
WILLOWBROOK	4.00	1.031	1.15%	2.06	0.21	0.72	2.86
WINFIELD	1.60	0.916	1.02%	1.83	0.18	0.64	0.59
WOOD DALE	3.35	1.244	1.39%	2.49	0.25	0.87	1.98
WOODRIDGE	6.15	3.058	3.41%	6.12	0.61	2.13	2.78
YORKVILLE (2)	4.05	2.432	2.71%	4.86	0.49	1.70	1.37
<b>CUSTOMER TOTAL STORAGE</b>	<b>180.23</b>	<b>89.663</b>	<b>100.00%</b>	<b>174.46</b>	<b>16.71</b>	<b>62.50</b>	<b>79.23</b>
<b>DWC SYSTEM STORAGE</b>	<b>62.50</b>						
<b>TOTAL CUSTOMER AND DWC STORAGE</b>	<b>242.73</b>						

(1) Customer Shallow Well Allowance and Storage Requirements are audited annually for compliance.

(2) Yorkville is currently in preliminary design phase to add 4.0 MG of new storage in 2027 and decommissioning 0.5 MG storage in 2029.

**EXHIBIT D**  
**METER STATION AND ACCESS EASEMENTS**

**EXHIBIT D**  
**METER STATION AND ACCESS EASEMENTS**  
**(FORM OF)**

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT

***[Meter Station Name]***

***[PERMANENT REAL ESTATE TAX INDEX NO. XX-XX-XXX-XXX]***

Prepared by and Mail to:

Paul D. May, PE  
General Manager  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
630-834-0100

METERING STATION  
EASEMENT AGREEMENT  
*[Meter Station Name]*

THIS EASEMENT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the *[MUNICIPALITY]*, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of October 17, 2024 (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipeline and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the connection point provided for under the Contract (collectively referred to as the "Metering Station"); and

WHEREAS, the Contract provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as

generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Contract;

WHEREAS, the Commission has duly adopted its Ordinance No. **[O-XX-XX]**, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the **[Municipality]** Metering Station MS-**[XXX]** Site and Authorizing the Execution of the **[Municipality]** Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. **[TBD]**, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, an exclusive perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the real property legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises"). The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual utility access easement along and across the real property legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Utility Access Easement Premises").

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during periods of actual

installation, replacement or repair activity and for any necessary restoration of the Metering Station Easement Premises.

5. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property or Customer's adjacent property.

6. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

7. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, the Utility Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises, the Access Easement Premises, or the Utility Access Easement Premises without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises, the Access Easement Premises, or the Utility Access Easement Premises in any manner that would impair the exercise by the Commission of the rights hereby granted.

8. To the fullest extent permitted by law, the Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise from the acts of the Customer, or its agents or employees, at

the Metering Station Easement Premises, the Access Easement Premises, the Utility Access Easement Premises, the Subject Property, and its adjacent property in conjunction with its rights pursuant to Paragraph 7 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise from the of the Commission, or its agents or employees, at the Metering Station Easement Premises, the Access Easement Premises, the Utility Access Easement Premises and the Subject Property in conjunction with its rights pursuant to Paragraphs 2, 4, 5 and 7 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

9. This Easement Agreement shall constitute and stand in the place of all Customer permits required of the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

10. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and

releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the **[Municipality]** Metering Station, as aforesaid, the Customer may take title to the Metering Station.

11. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

12. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By: \_\_\_\_\_  
Paul May, PE  
General Manager

\_\_\_\_\_  
Danna Mundall  
Clerk

**[MUNICIPALITY]**

By: \_\_\_\_\_  
**[NAME]**  
**[Village/City President/Mayor]**

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT 1

LEGAL DESCRIPTIONS OF THE  
METERING STATION EASEMENT PREMISES

PERMANENT METER STATION EASEMENT:

***[INSERT LEGAL DESCRIPTION PROVIDED BY CUSTOMER]***

PERMANENT ACCESS EASEMENT:

***[INSERT LEGAL DESCRIPTION PROVIDED BY CUSTOMER]***

EXHIBIT 1

LEGAL DESCRIPTIONS OF THE  
METERING STATION EASEMENT PREMISES

PERMANENT UTILITY ACCESS EASEMENT:

***[INSERT LEGAL DESCRIPTION PROVIDED BY CUSTOMER]***

EXHIBIT 2

PLANS FOR METERING STATION

***[PROVIDED BY THE COMMISSION]***

EXHIBIT 2-A

MS ELEVATION DRAWINGS

***[PROVIDED BY THE COMMISSION]***

EXHIBIT 2-B

MS FLOOR PLANS

***[PROVIDED BY THE COMMISSION]***

EXHIBIT 2-C

MS SECTION DRAWINGS

***[PROVIDED BY THE COMMISSION]***

EXHIBIT 3

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION  
EASEMENT PREMISES

TEMPORARY CONSTRUCTION EASEMENT:

***[INSERT LEGAL DESCRIPTION PROVIDED BY CUSTOMER]***

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul D. May, personally known to me to be the General Manager of the DuPage Water Commission, and Danna M. Mundall, personally known to me to be the Clerk of the DuPage Water Commission, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF [        ]    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **[Name]**, personally known to me to be the **[Title]** of the **[Municipality]**, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Village of Oswego, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT E**  
**CAPITAL COST RECOVERY CHARGE**

## EXHIBIT E

### CAPITAL COST RECOVERY CHARGE

DuPage Water Commission  
Calculation of Capital Cost Recovery Charge as of May 1, 2024  
For Yorkville

Fixed Assets (Audited as of 04-30-2024)	
Land	\$ 11,728,902
Infrastructure	383,618,530
Buildings	110,194,197
Office Equipment	4,763,332
Machinery	27,061,530
Vehicles	1,055,314
CIP	15,415,869
Total	\$553,837,674
Less: Feeder Mains & Meter Stations	94,321,158
	459,516,516
Less: Total Rebates	106,326,287
Total	\$353,190,229

		Total Capital Cost Recovery Charge	
	MGD		
Oswego (CY2022-CY2023 Avg)	2.505	3.128%	\$ 11,047,790
Montgomery (CY2022-CY2023 Avg)	2.267	2.831%	\$ 9,998,815
Yorkville (CY2022-CY2023 Avg)	1.817	2.269%	\$ 8,013,886
DuPage Water Commission (CY2022-CY2023 Avg)	73.483		
	Total 80.071	\$	29,060,491

**EXHIBIT F**  
**SCHEDULE OF EVENTS**

**EXHIBIT F**

**YORKVILLE ILLUSTRATIVE SCHEDULE OF EVENTS**

WEEKS>>	0	4	8	9
<b>I. <u>YORKVILLE DUTIES</u></b>  A. Property Interests  <hr/> B. Yorkville Connection Facilities  <hr/> C. Water Storage Facilities <b>(Not Applicable)</b>	(CONTRACT SIGNED)  Commence acquisition of necessary interests (Section 10G)  <hr/> Submit plans and specs for DWC review (Section 10A)  <hr/>	<hr/> DWC completes review (Section 10A)  <hr/>	<hr/> Complete design of Customer Connection Facilities (Section 10A)  <hr/>	<hr/> Submit for IEPA and local approvals (Section 10B)  <hr/>
<b>II. <u>DWC DUTIES</u></b>  A. Property Interests  <hr/> B. Commission Connection Facilities	<hr/>	<hr/> Commence Design upon receipt of all required easements and interests (Section 10H)  <hr/>	<hr/>	<hr/>
<b>II. <u>OTHER EVENTS</u></b>  A. Delivery of Water  <hr/> B. Payment of Costs other than O&M  <hr/> C. Payment of O&M Costs	<hr/>	<hr/>	<hr/>	<hr/>

**EXHIBIT F**

**YORVILLE ILLUSTRATIVE SCHEDULE OF EVENTS**

WEEKS>>	21	26	32	115	185
<b>I. <u>YORKVILLE DUTIES</u></b>					
A. Property Interests		Convey all required easements and interests to DWC (Section 10G)			
B. Yorkville Connection Facilities	Projected IEPA and local approvals		Commence construction of Customer Connection Facilities (Section 10C)	Complete construction of Customer Connection Facilities (Section 10C)	
C. Water Storage Facilities (Not Applicable)					
<b>II. <u>DWC DUTIES</u></b>					
A. Property Interests					
B. Commission Connection Facilities					Complete Construction of Commission Connection Facilities (May 1, 2028)
<b>III. <u>OTHER EVENTS</u></b>					
A. Delivery of Water					Commence Delivery of Lake Water
B. Payment of Costs other than O&M					Oswego's First payment due at 1 <sup>st</sup> billing cycle after earlier of delivery of water or 12 months after Commission Connection Facilities substantially completed. (Section 7M)
C. Payment of O&M Costs					Oswego's First payment due at 1 <sup>st</sup> billing cycle after substantial completion of Commission Connection Facilities (Section 7M)

**EXHIBIT F**

**YORKVILLE ILLUSTRATIVE SCHEDULE OF EVENTS**

WEEKS>>	185	158	185
<b>I. <u>YORVILLE DUTIES</u></b>  A. Property Interests -----  B. Yorkville Connection Facilities  -----  C. Water Storage Facilities <b>(Not Applicable)</b>	-----  Commence construction of Customer Connection Facilities (Section 10C)  -----	-----  Complete construction of Customer Connection Facilities (Section 10C)  -----	-----  -----  -----
<b>II. <u>DWC DUTIES</u></b>  A. Property Interests  -----  B. Commission Connection Facilities	-----  -----	-----  -----	-----  Complete Construction of Commission Connection Facilities (May 1, 2028)  -----
<b>III. <u>OTHER EVENTS</u></b>  A. Delivery of Water -----  B. Payment of Costs other than O&M  -----  C. Payment of O&M Costs	-----  -----  -----	-----  -----  -----	Commence Delivery of Lake Water  -----  Oswego's First payment due at 1 <sup>st</sup> billing cycle after earlier of delivery of water or 12 months after Commission Connection Facilities substantially completed. (Section 7M)  -----  Oswego's First payment due at 1 <sup>st</sup> billing cycle after substantial completion of Commission Connection Facilities (Section 7M)

**EXHIBIT G**  
**WATERLINK PROJECT ESCROW INTERGOVERNMENTAL AGREEMENT**

**WATERLINK PROJECT  
ESCROW INTERGOVERNMENTAL AGREEMENT**

This WaterLink Project Escrow Intergovernmental Agreement (the “WaterLink Project Escrow Agreement” or this “Agreement”)) is dated the 17<sup>th</sup> day of October 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 “WaterLink Communities”) 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 WaterLink Communities currently own and operate municipal drinking water systems served by wells that extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the WaterLink Communities are within the territorial limits of the Commission; and

WHEREAS, the WaterLink Communities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through water purchase and sale agreements with the Commission, and have applied for and been awarded Lake Michigan Water Allocation Permits from the State of Illinois Department of Natural Resources, Office of Water Resources for each discrete and non-contiguous service area served by each WaterLink Community’s Unit System (“Service Area”); and

WHEREAS, the WaterLink Communities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems, is Lake Michigan water from the Commission; 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, the parties seek to complete the improvements necessary to connect the Commission’s Waterworks System to the WaterLink Communities’ individual Unit Systems in 2028; 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 Commission’s Water Supply Contract with the City of Chicago is set to expire in 2041, and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new Water Supply Contract; and

WHEREAS, to carry out their duties and responsibilities, and desire to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and each of the WaterLink Communities, contemporaneously with this Agreement are entering into Water Purchase and Sale Contracts (the “Water Purchase Agreements”) and this Agreement incorporates the defined terms of the Water Purchase Agreements unless otherwise specified herein; and

WHEREAS, to become a member of the Commission and comply with the Water Purchase Agreements, each WaterLink Community must pay its proportional share of the costs for the property owned by the Commission; and

WHEREAS, contemporaneously with this Agreement, the WaterLink Communities and the Commission are each entering into a Capital Cost Recovery Agreements that establish the terms and conditions for financing each WaterLink Community’s proportional share of the costs for the property owned by the Commission; and

WHEREAS, contemporaneously with this Agreement, each WaterLink Community and the Commission are entering into an Intergovernmental Agreement Concerning the Development of Connection Facilities to Implement Water Service (the “Development Agreement”); and

WHEREAS, the WaterLink Communities intend that certain provisions within this Agreement be used only to the extent that one or all of the WaterLink Communities have failed to properly fund this Agreement after notice has been provided in accordance with this Agreement; and

WHEREAS, the Commission will incur in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith; except as any of the above are included in Operation and Maintenance Costs (“Connection Facilities Cost”); and

WHEREAS, the Commission and the WaterLink Communities have previously entered into First and Second Escrow Intergovernmental Agreements (the “Prior Escrow Agreements”) for what is defined under those Prior Escrow Agreements as Phase I and Phase 2 Services; and

WHEREAS, prior to the execution of documents requiring the expenditure of Commission Expenses, the Commission requires the WaterLink Communities to establish an additional escrow fund with the Commission as stated herein to provide a funding source for the Commission Expenses beyond those incurred for the Phase 1 and Phase 2 Services; and

WHEREAS, pursuant to the Development Agreement, the WaterLink Communities will be responsible for the Connection Facilities Cost; and

WHEREAS, the WaterLink Communities have previously agreed to each Municipality's percentage share of the Connection Facilities Cost pursuant to an Intergovernmental Cost Share Agreement (the "Cost Share Agreement"). The WaterLink Communities agree that the costs paid into the escrow account under this WaterLink Project Escrow Agreement will mirror the Division of Financial Responsibilities/Allocation of Costs set forth in the Cost Share Agreement. Specifically, Montgomery commits and agrees to pay 24.42%, Yorkville commits and agrees to pay 40.22%, and Oswego commits and agrees to pay 35.36%. The Commission is not a party to the Cost Share Agreement and has no responsibility or liability as to any true-up or adjusted accounting between the WaterLink Communities; 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 WaterLink Communities are authorized to enter into this WaterLink Project Escrow Agreement.

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

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Water Purchase Agreements, the capitalized terms in this Agreement shall have the same meaning in this Agreement as the definition in the Water Purchase Agreements.

2. The Commission will establish a segregated escrow account for the sole purpose of funding the Connection Facilities Cost (the "Waterlink Project Escrow Account"). The WaterLink Communities will each deposit into the Waterlink Project Escrow Account all payments necessary to fund the Connection Facilities Cost. Any remaining funds from the prior Escrow Agreements will remain in the related escrow account, and any funds not expended or necessary for Phase I and Phase II Services, when those phases are complete, may be transferred

to the WaterLink Project Escrow Account, unless otherwise directed by the WaterLink Communities.

3. The Commission will draw from the WaterLink Project Escrow Account to pay for or reimburse any Connection Facilities Cost incurred.

4. The WaterLink Project Escrow Account will be insured and interest-bearing, and the Commission will provide the WaterLink Communities with Quarterly Statements within twenty-one (21) days after the end of each quarter: (1) showing the starting and ending balances for that quarter in the WaterLink Project Escrow Account; and (2) detailing the costs of Connection Facilities Cost incurred for that quarter including any amounts received or paid from the WaterLink Project Escrow Account. The WaterLink Communities will have the right to conduct audits for three years after the termination of this WaterLink Project Escrow Agreement relative to the WaterLink Project Escrow Account.

5. The Commission will keep a record of all pay requests from the WaterLink Project Escrow Account for reimbursement of Connection Facilities Cost incurred (the "Pay Request") and sufficient documentation of the Connection Facilities Cost incurred in support of the Pay Request. The documentation will be retained for review by the WaterLink Communities upon request and included within the Quarterly Statements issued by the Commission.

If at any time during the term of this WaterLink Project Escrow Agreement, the balance in the WaterLink Project Escrow Account is less than Thirty Million Dollars (\$30,000,000.00) (the "Minimum Balance Amount"), the Commission will notify the WaterLink Communities. Within thirty (30) days of the Commission notifying the WaterLink Communities under this Paragraph 5, the WaterLink Communities will each pay the Commission its proportionate share (as set forth in the Cost Share Agreement) of the request to ensure that the Minimum Balance is met. Failure to make such payment when required under this Paragraph 5 shall be considered a default of this Agreement by the WaterLink Communities.

6. The Commission will, after the execution and delivery of this Agreement, make available as a line of credit to the WaterLink Communities an amount not to exceed \$21,000,000

(the “Commitment Amount”) to pay a portion of the Connection Facilities Cost as defined in the Water Purchase Agreements. The actual amounts of money borrowed by each of the WaterLink Communities pursuant to the Commitment Amount will constitute the “Line of Credit.”

7. The WaterLink Communities will repay the principal balance of the Line of Credit, plus accrued and unpaid interest at the Interest Rate set forth in Paragraph 8 of this Agreement from the Interest Commencement Date through the Line of Credit Payment Commencement Date (the “Capitalized Interest”), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Line of Credit from and after the Line of Credit Payment Commencement Date, as that term is hereinafter defined, in 240 monthly installments, commencing on the 10<sup>th</sup> day of every month (the “Monthly Payment Date”) commencing on the Line of Credit Payment Commencement Date as hereafter defined in Paragraph 9 and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240<sup>th</sup> Monthly Payment Date. Each of the 240 monthly installments of principal on the Line of Credit will be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Line of Credit (a “Principal Determination Date”) and will be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Line of Credit as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Line of Credit. The accrued and unpaid interest will be capitalized on a monthly basis until the Line of Credit Payment Commencement Date. There will be no penalty for prepayment.

8. Interest on the unpaid principal balance, and any Capitalized Interest, of the Line of Credit will accrue at a rate (the “Interest Rate”) that is equivalent to the highest yield to maturity interest rate earned by the Commission (based on all investments) as reported monthly on the Commission’s Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as determined by the Commission (the “Earned Interest Rate”) plus one percent (1%). Interest will only accrue on money actually borrowed under Paragraph 6 of this Agreement and will begin to accrue when the Commission makes its first draw on the Line of Credit for the WaterLink Communities (the “Interest Commencement Date”). The Interest Rate for each year that the Line

of Credit remains outstanding will be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and will be adjusted on May 1<sup>st</sup> of each year, and will be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, will be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Line of Credit and all interest thereon has been paid in full.

9. Payments of principal and interest, including Capitalized Interest, will begin no later than the 10<sup>th</sup> day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to any of the WaterLink Communities individual Unit Systems as that term is defined in the Water Purchase Agreement (the “Line of Credit Payment Commencement Date”).

10. Payments of the principal and interest will be made in lawful money of the United States of America in federal or other immediately available funds.

11. If at any time, the Commission receives invoices incurred arising out of the Connection Facilities Cost for which there are insufficient funds in the Construction Escrow Agreement, the Commission will pay the actual costs incurred from the Connection Facilities Cost Line of Credit. The Commission payments for the Connection Facilities Cost will be paid out of the Commitment Amount and will be immediately considered part of the Line of Credit. The Commission may make payments from the Line of Credit no more than once per month, on the 10<sup>th</sup> day of the month, provided that the Commission will give the WaterLink Communities notice (which notice must be received by the WaterLink Communities prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing will be requested each month. Each borrowing pursuant to this Agreement will be in an aggregate principal amount less than the Available Commitment. For purposes of this Paragraph 11, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Line of Credit then outstanding.

12. Subject to the limitations of Paragraph 12, the WaterLink Communities may, without premium or penalty, upon at least one business day’s irrevocable notice to the

Commission, specifying the date and amount of prepayment, make such prepayment; and the payment amount specified in such notice will be due and payable on the date specified therein. The proceeds of any such prepayment will be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Line of Credit, and second, to the payment of the unpaid principal balance of the Line of Credit. The WaterLink Communities will not be entitled to, nor receive any credit for, interest on any such prepayment.

13. The proceeds of the Line of Credit will be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto.

14. The Covenants set forth in Subsections 9A, 9B, 9C, and 9D of the Water Purchase Agreements are incorporated into this Agreement by reference.

15. This WaterLink Project Escrow Agreement will terminate, and any monies not paid or incurred for Connection Facilities Cost, including any interest therein will be returned to the WaterLink Communities, unless mutually agreed to by the WaterLink Communities and the Commission, upon the earlier of:

- a. upon written request by the WaterLink Communities, a written direction that is issued by the General Manager of the Commission that the funds are no longer needed for any Connection Facilities Cost, which direction shall not be unreasonably withheld; or
- b. upon the WaterLink Communities' written notification to the Commission that they are no longer pursuing the purchase of Lake Michigan water from the Commission, and the payment of all the Connection Facilities Cost.

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

16. If any WaterLink Community 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.

17. There are no third-party beneficiaries of this WaterLink Project Escrow Agreement and nothing in this WaterLink Project 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.

18. Any notices under this WaterLink Project 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](mailto: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](mailto:pal@lbgalaw.com)

If to the WaterLink Communities:

Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543  
Email: [info@oswegoil.org](mailto:info@oswegoil.org)

With a copy to:

David J. Silverman  
Village Attorney  
Mahoney, Silverman, & Cross, LLC  
126 South Main Street  
Oswego, Illinois 60543

Village Administrator  
Village of Montgomery  
200 N River Street  
Montgomery, IL 60538  
Email: [zoephel@montgomeryil.org](mailto:zoephel@montgomeryil.org)

With a copy to:

Laura M. Julien  
Village Attorney  
Mickey Wilson, Weiler, Renzi, Lenert, & Julien, PC  
140 Municipal Drive  
Sugar Grove, IL 60554

City Administrator  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Email: bolson@yorkville.il.us

With a copy to:

Kathleen Field Orr & Associates  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

With a copy to:

Irene Schild Caminer  
Caminer Law, LLC  
2612 W. Sunnyside Ave.  
Chicago, IL 60625  
Email: Irene@caminerlaw.com

19. Each WaterLink Community will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the engineering, construction, property acquisition, and easement acquisitions for the Connection Facilities being constructed for the WaterLink Communities due to one of all of the WaterLink Communities' failure to comply with the payment obligations arising under this WaterLink Project Escrow Agreement.

20. Miscellaneous.

- a. This WaterLink Project Escrow Agreement shall be deemed to supplement the Water Purchase Agreements in connection with the supply of Lake Michigan water to the Waterlink Communities' individual Unit Systems. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Water Purchase Agreements, then the terms of this WaterLink Project Escrow Agreement shall control. The WaterLink Communities shall at all times comply with all terms and conditions of the Water Purchase Agreements except as otherwise provided in this Agreement.

- b. Except as provided herein, the WaterLink Communities and the Commission will not assign this WaterLink Project Escrow Agreement or any right or privilege any WaterLink Communities and the Commission may have under this WaterLink Project Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- c. This WaterLink Project Escrow Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.
- d. The person(s) executing this WaterLink Project Escrow Agreement on behalf of the Parties hereto warrant that: (i) each WaterLink Community and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this WaterLink Project Escrow Agreement on behalf of said WaterLink Community or the Commission; (iii) by so executing this WaterLink Project Escrow Agreement, such WaterLink Community and the Commission are formally bound to the provisions and conditions contained in this WaterLink Project Escrow Agreement; and (iv) the entering into this WaterLink Project Escrow Agreement by a WaterLink Community and the Commission does not violate any provision of any other agreement to which said WaterLink Community and the Commission is bound.
- e. Each WaterLink Community 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 WaterLink Project Escrow Agreement. Each WaterLink Community 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 WaterLink Community and the Commission as evidenced by this WaterLink Project Escrow Agreement.

- f. This WaterLink Project Escrow Agreement is the entire agreement between the WaterLink Communities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each WaterLink Community and the Commission.
- g. This WaterLink Project 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 WaterLink Community 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.

ATTEST:

DuPage Water Commission

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

Village of Montgomery

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

Village of Oswego

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

United City of Yorkville

\_\_\_\_\_

BY: \_\_\_\_\_

**EXHIBIT A**

**CONNECTION FACILITIES COST**

**WATERLINK PROJECT ESCROW INTERGOVERNMENTAL AGREEMENT**

**EXHIBIT A**

**CONNECTION FACILITIES COST ESTIMATE (1)**

CONSTRUCTION (including 25% contingency)	\$210,389,827
PROPERTY INTERESTS/LAND ACQUISITION	\$17,477,530
LEGAL & ADMINISTRATIVE	\$1,000,000
ENGINEERING	\$28,000,000
	<hr/>
	\$256,867,357
COST ESCALATION OVER PROJECT DURATION	\$26,699,000
	<hr/>
ESTIMATED PROJECT COST (2)	\$283,566,357

(1) COST ESTIMATE IS BASED UPON FORECASTED PROJECT COSTS AS OF THE DATE IDENTIFIED BELOW AND IS PROVIDED FOR REFERENCE ONLY. ACTUAL PROJECT COSTS WILL BE BASED UPON AWARDED PROJECT CONTRACT(S) AND ACTUAL REALIZED UNIT PRICE AND LUMP SUM COSTS, INCLUDING PROPERTY ACQUISITION, ENGINEERING, LEGAL AND COMMISSIONING COSTS, ALL OF WHICH HAVE BEEN ESTIMATED HEREIN BUT WILL NOT BE FINALLY DETERMINED UNTIL THE COMPLETION OF THE PROJECT AND FINAL COMMISSIONING.

(2) BASED UPON ESTIMATES INCLUDED IN THE PROJECT DEVELOPMENT REPORT DATED FEBRUARY 1, 2024

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF WATERLINK PROJECT ESCROW INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, 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 "*WaterLink Communities*"); 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**, the Commission has been organized under the Acts to supply water within its territorial limits; and

**WHEREAS**, the WaterLink Communities currently own and operate municipal drinking water systems served by wells that extract source water from the Ironton-Galesville aquifer; and

**WHEREAS**, the WaterLink Communities are within the territorial limits of the Commission; and

**WHEREAS**, the WaterLink Communities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through water purchase and sale agreements with the Commission, and have applied for and been awarded Lake Michigan Water Allocation Permits from the State of Illinois Department of Natural Resources, Office of Water Resources for each discrete and non-contiguous service area served by each WaterLink Community’s Unit System; and

**WHEREAS**, the WaterLink Communities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems, is Lake Michigan water from the Commission; 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**, the parties seek to complete the improvements necessary to connect the Commission’s Waterworks System to the WaterLink Communities’ individual Unit Systems in 2028; 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 Commission’s Water Supply Contract with the City of Chicago is set to expire in 2041, and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of

Chicago for a new Water Supply Contract; and

**WHEREAS**, the Commission will be required to incur certain costs, as defined in the attached Agreement, in pursuit of connecting the WaterLink Communities to the Commission’s Waterworks System (the “*Connection Facilities Cost*”); and

**WHEREAS**, the Commission and the WaterLink Communities have previously entered into First and Second Escrow Intergovernmental Agreements (the “*Prior Escrow Agreements*”) for what is defined under those Prior Escrow Agreements as Phase 1 and Phase 2 Services; and

**WHEREAS**, the Commission requires the WaterLink Communities to establish an additional escrow fund with the Commission to provide a funding source for the Commission Expenses beyond those incurred for the Phase 1 and Phase 2 Services, the WaterLink Project Escrow Agreement (the “*Agreement*”), substantially in the form attached hereto as *Exhibit A*; and

**WHEREAS**, the WaterLink Communities will be responsible for the Connection Facilities Cost; and

**WHEREAS**, the WaterLink Communities have previously agreed to each Municipality’s percentage share of the Connection Facilities Cost pursuant to an Intergovernmental Cost Share Agreement (the “*Cost Share Agreement*”) and the WaterLink Communities agree that the costs paid into the escrow account under this Agreement will mirror the Division of Financial Responsibilities/Allocation of Costs set forth in the Cost Share Agreement; and

**WHEREAS**, the WaterLink Communities intend that certain provisions within this Agreement be used only to the extent that one or all of the WaterLink Communities have failed to properly fund this Agreement after notice has been provided in accordance with this Agreement; and

WHEREAS, the parties deem it to be in their best interests to approve this WaterLink Project Escrow 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.** That the recitals set forth above are incorporated here by reference.

**Section 2.** The Mayor and City Council hereby approve the WaterLink Project Escrow Agreement, and the Mayor and City Clerk are authorized and directed to execute on behalf of the United City of Yorkville the WaterLink Project Escrow Agreement for the United City of Yorkville substantially in the form attached as “Exhibit A.”

**Section 3.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

**Section 4.** This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**Section 5.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK



**WATERLINK PROJECT  
ESCROW INTERGOVERNMENTAL AGREEMENT**

This WaterLink Project Escrow Intergovernmental Agreement (the “WaterLink Project Escrow Agreement” or this “Agreement”) is dated the 17<sup>th</sup> day of October 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 “WaterLink Communities”) 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 WaterLink Communities currently own and operate municipal drinking water systems served by wells that extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the WaterLink Communities are within the territorial limits of the Commission; and

WHEREAS, the WaterLink Communities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through water purchase and sale agreements with the Commission, and have applied for and been awarded Lake Michigan Water Allocation Permits from the State of Illinois Department of Natural Resources, Office of Water Resources for each discrete and non-contiguous service area served by each WaterLink Community’s Unit System (“Service Area”); and

WHEREAS, the WaterLink Communities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems, is Lake Michigan water from the Commission; 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, the parties seek to complete the improvements necessary to connect the Commission’s Waterworks System to the WaterLink Communities’ individual Unit Systems in 2028; 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 Commission’s Water Supply Contract with the City of Chicago is set to expire in 2041, and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new Water Supply Contract; and

WHEREAS, to carry out their duties and responsibilities, and desire to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and each of the WaterLink Communities, contemporaneously with this Agreement are entering into Water Purchase and Sale Contracts (the “Water Purchase Agreements”) and this Agreement incorporates the defined terms of the Water Purchase Agreements unless otherwise specified herein; and

WHEREAS, to become a member of the Commission and comply with the Water Purchase Agreements, each WaterLink Community must pay its proportional share of the costs for the property owned by the Commission; and

WHEREAS, contemporaneously with this Agreement, the WaterLink Communities and the Commission are each entering into a Capital Cost Recovery Agreements that establish the terms and conditions for financing each WaterLink Community’s proportional share of the costs for the property owned by the Commission; and

WHEREAS, contemporaneously with this Agreement, each WaterLink Community and the Commission are entering into an Intergovernmental Agreement Concerning the Development of Connection Facilities to Implement Water Service (the “Development Agreement”); and

WHEREAS, the WaterLink Communities intend that certain provisions within this Agreement be used only to the extent that one or all of the WaterLink Communities have failed to properly fund this Agreement after notice has been provided in accordance with this Agreement; and

WHEREAS, the Commission will incur in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith; except as any of the above are included in Operation and Maintenance Costs (“Connection Facilities Cost”); and

WHEREAS, the Commission and the WaterLink Communities have previously entered into First and Second Escrow Intergovernmental Agreements (the “Prior Escrow Agreements”) for what is defined under those Prior Escrow Agreements as Phase I and Phase 2 Services; and

WHEREAS, prior to the execution of documents requiring the expenditure of Commission Expenses, the Commission requires the WaterLink Communities to establish an additional escrow fund with the Commission as stated herein to provide a funding source for the Commission Expenses beyond those incurred for the Phase 1 and Phase 2 Services; and

WHEREAS, pursuant to the Development Agreement, the WaterLink Communities will be responsible for the Connection Facilities Cost; and

WHEREAS, the WaterLink Communities have previously agreed to each Municipality's percentage share of the Connection Facilities Cost pursuant to an Intergovernmental Cost Share Agreement (the "Cost Share Agreement"). The WaterLink Communities agree that the costs paid into the escrow account under this WaterLink Project Escrow Agreement will mirror the Division of Financial Responsibilities/Allocation of Costs set forth in the Cost Share Agreement. Specifically, Montgomery commits and agrees to pay 24.42%, Yorkville commits and agrees to pay 40.22%, and Oswego commits and agrees to pay 35.36%. The Commission is not a party to the Cost Share Agreement and has no responsibility or liability as to any true-up or adjusted accounting between the WaterLink Communities; 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 WaterLink Communities are authorized to enter into this WaterLink Project Escrow Agreement.

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

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Water Purchase Agreements, the capitalized terms in this Agreement shall have the same meaning in this Agreement as the definition in the Water Purchase Agreements.

2. The Commission will establish a segregated escrow account for the sole purpose of funding the Connection Facilities Cost (the "Waterlink Project Escrow Account"). The WaterLink Communities will each deposit into the Waterlink Project Escrow Account all payments necessary to fund the Connection Facilities Cost. Any remaining funds from the prior Escrow Agreements will remain in the related escrow account, and any funds not expended or necessary for Phase I and Phase II Services, when those phases are complete, may be transferred

to the WaterLink Project Escrow Account, unless otherwise directed by the WaterLink Communities.

3. The Commission will draw from the WaterLink Project Escrow Account to pay for or reimburse any Connection Facilities Cost incurred.

4. The WaterLink Project Escrow Account will be insured and interest-bearing, and the Commission will provide the WaterLink Communities with Quarterly Statements within twenty-one (21) days after the end of each quarter: (1) showing the starting and ending balances for that quarter in the WaterLink Project Escrow Account; and (2) detailing the costs of Connection Facilities Cost incurred for that quarter including any amounts received or paid from the WaterLink Project Escrow Account. The WaterLink Communities will have the right to conduct audits for three years after the termination of this WaterLink Project Escrow Agreement relative to the WaterLink Project Escrow Account.

5. The Commission will keep a record of all pay requests from the WaterLink Project Escrow Account for reimbursement of Connection Facilities Cost incurred (the “Pay Request”) and sufficient documentation of the Connection Facilities Cost incurred in support of the Pay Request. The documentation will be retained for review by the WaterLink Communities upon request and included within the Quarterly Statements issued by the Commission.

If at any time during the term of this WaterLink Project Escrow Agreement, the balance in the WaterLink Project Escrow Account is less than Thirty Million Dollars (\$30,000,000.00) (the “Minimum Balance Amount”), the Commission will notify the WaterLink Communities. Within thirty (30) days of the Commission notifying the WaterLink Communities under this Paragraph 5, the WaterLink Communities will each pay the Commission its proportionate share (as set forth in the Cost Share Agreement) of the request to ensure that the Minimum Balance is met. Failure to make such payment when required under this Paragraph 5 shall be considered a default of this Agreement by the WaterLink Communities.

6. The Commission will, after the execution and delivery of this Agreement, make available as a line of credit to the WaterLink Communities an amount not to exceed \$21,000,000

(the “Commitment Amount”) to pay a portion of the Connection Facilities Cost as defined in the Water Purchase Agreements. The actual amounts of money borrowed by each of the WaterLink Communities pursuant to the Commitment Amount will constitute the “Line of Credit.”

7. The WaterLink Communities will repay the principal balance of the Line of Credit, plus accrued and unpaid interest at the Interest Rate set forth in Paragraph 8 of this Agreement from the Interest Commencement Date through the Line of Credit Payment Commencement Date (the “Capitalized Interest”), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Line of Credit from and after the Line of Credit Payment Commencement Date, as that term is hereinafter defined, in 240 monthly installments, commencing on the 10<sup>th</sup> day of every month (the “Monthly Payment Date”) commencing on the Line of Credit Payment Commencement Date as hereafter defined in Paragraph 9 and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240<sup>th</sup> Monthly Payment Date. Each of the 240 monthly installments of principal on the Line of Credit will be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Line of Credit (a “Principal Determination Date”) and will be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Line of Credit as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Line of Credit. The accrued and unpaid interest will be capitalized on a monthly basis until the Line of Credit Payment Commencement Date. There will be no penalty for prepayment.

8. Interest on the unpaid principal balance, and any Capitalized Interest, of the Line of Credit will accrue at a rate (the “Interest Rate”) that is equivalent to the highest yield to maturity interest rate earned by the Commission (based on all investments) as reported monthly on the Commission’s Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as determined by the Commission (the “Earned Interest Rate”) plus one percent (1%). Interest will only accrue on money actually borrowed under Paragraph 6 of this Agreement and will begin to accrue when the Commission makes its first draw on the Line of Credit for the WaterLink Communities (the “Interest Commencement Date”). The Interest Rate for each year that the Line

of Credit remains outstanding will be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and will be adjusted on May 1<sup>st</sup> of each year, and will be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, will be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Line of Credit and all interest thereon has been paid in full.

9. Payments of principal and interest, including Capitalized Interest, will begin no later than the 10<sup>th</sup> day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to any of the WaterLink Communities individual Unit Systems as that term is defined in the Water Purchase Agreement (the “Line of Credit Payment Commencement Date”).

10. Payments of the principal and interest will be made in lawful money of the United States of America in federal or other immediately available funds.

11. If at any time, the Commission receives invoices incurred arising out of the Connection Facilities Cost for which there are insufficient funds in the Construction Escrow Agreement, the Commission will pay the actual costs incurred from the Connection Facilities Cost Line of Credit. The Commission payments for the Connection Facilities Cost will be paid out of the Commitment Amount and will be immediately considered part of the Line of Credit. The Commission may make payments from the Line of Credit no more than once per month, on the 10<sup>th</sup> day of the month, provided that the Commission will give the WaterLink Communities notice (which notice must be received by the WaterLink Communities prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing will be requested each month. Each borrowing pursuant to this Agreement will be in an aggregate principal amount less than the Available Commitment. For purposes of this Paragraph 11, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Line of Credit then outstanding.

12. Subject to the limitations of Paragraph 12, the WaterLink Communities may, without premium or penalty, upon at least one business day’s irrevocable notice to the

Commission, specifying the date and amount of prepayment, make such prepayment; and the payment amount specified in such notice will be due and payable on the date specified therein. The proceeds of any such prepayment will be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Line of Credit, and second, to the payment of the unpaid principal balance of the Line of Credit. The WaterLink Communities will not be entitled to, nor receive any credit for, interest on any such prepayment.

13. The proceeds of the Line of Credit will be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto.

14. The Covenants set forth in Subsections 9A, 9B, 9C, and 9D of the Water Purchase Agreements are incorporated into this Agreement by reference.

15. This WaterLink Project Escrow Agreement will terminate, and any monies not paid or incurred for Connection Facilities Cost, including any interest therein will be returned to the WaterLink Communities, unless mutually agreed to by the WaterLink Communities and the Commission, upon the earlier of:

- a. upon written request by the WaterLink Communities, a written direction that is issued by the General Manager of the Commission that the funds are no longer needed for any Connection Facilities Cost, which direction shall not be unreasonably withheld; or
- b. upon the WaterLink Communities' written notification to the Commission that they are no longer pursuing the purchase of Lake Michigan water from the Commission, and the payment of all the Connection Facilities Cost.

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

16. If any WaterLink Community 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.

17. There are no third-party beneficiaries of this WaterLink Project Escrow Agreement and nothing in this WaterLink Project 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.

18. Any notices under this WaterLink Project 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](mailto: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](mailto:pal@lbgalaw.com)

If to the WaterLink Communities:

Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543  
Email: [info@oswegoil.org](mailto:info@oswegoil.org)

With a copy to:

David J. Silverman  
Village Attorney  
Mahoney, Silverman, & Cross, LLC  
126 South Main Street  
Oswego, Illinois 60543

Village Administrator  
Village of Montgomery  
200 N River Street  
Montgomery, IL 60538  
Email: [zoephel@montgomeryil.org](mailto:zoephel@montgomeryil.org)

With a copy to:

Laura M. Julien  
Village Attorney  
Mickey Wilson, Weiler, Renzi, Lenert, & Julien, PC  
140 Municipal Drive  
Sugar Grove, IL 60554

City Administrator  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Email: bolson@yorkville.il.us

With a copy to:

Kathleen Field Orr & Associates  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

With a copy to:

Irene Schild Caminer  
Caminer Law, LLC  
2612 W. Sunnyside Ave.  
Chicago, IL 60625  
Email: Irene@caminerlaw.com

19. Each WaterLink Community will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the engineering, construction, property acquisition, and easement acquisitions for the Connection Facilities being constructed for the WaterLink Communities due to one of all of the WaterLink Communities' failure to comply with the payment obligations arising under this WaterLink Project Escrow Agreement.

20. Miscellaneous.

- a. This WaterLink Project Escrow Agreement shall be deemed to supplement the Water Purchase Agreements in connection with the supply of Lake Michigan water to the Waterlink Communities' individual Unit Systems. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Water Purchase Agreements, then the terms of this WaterLink Project Escrow Agreement shall control. The WaterLink Communities shall at all times comply with all terms and conditions of the Water Purchase Agreements except as otherwise provided in this Agreement.

- b. Except as provided herein, the WaterLink Communities and the Commission will not assign this WaterLink Project Escrow Agreement or any right or privilege any WaterLink Communities and the Commission may have under this WaterLink Project Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- c. This WaterLink Project Escrow Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.
- d. The person(s) executing this WaterLink Project Escrow Agreement on behalf of the Parties hereto warrant that: (i) each WaterLink Community and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this WaterLink Project Escrow Agreement on behalf of said WaterLink Community or the Commission; (iii) by so executing this WaterLink Project Escrow Agreement, such WaterLink Community and the Commission are formally bound to the provisions and conditions contained in this WaterLink Project Escrow Agreement; and (iv) the entering into this WaterLink Project Escrow Agreement by a WaterLink Community and the Commission does not violate any provision of any other agreement to which said WaterLink Community and the Commission is bound.
- e. Each WaterLink Community 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 WaterLink Project Escrow Agreement. Each WaterLink Community 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 WaterLink Community and the Commission as evidenced by this WaterLink Project Escrow Agreement.

- f. This WaterLink Project Escrow Agreement is the entire agreement between the WaterLink Communities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each WaterLink Community and the Commission.
- g. This WaterLink Project 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 WaterLink Community 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.

ATTEST: DuPage Water Commission  
 \_\_\_\_\_ BY: \_\_\_\_\_

ATTEST: Village of Montgomery  
 \_\_\_\_\_ BY: \_\_\_\_\_

ATTEST: Village of Oswego  
 \_\_\_\_\_ BY: \_\_\_\_\_

ATTEST: United City of Yorkville  
 \_\_\_\_\_ BY: \_\_\_\_\_

**EXHIBIT A**

**CONNECTION FACILITIES COST**

**WATERLINK PROJECT ESCROW INTERGOVERNMENTAL AGREEMENT**

**EXHIBIT A**

**CONNECTION FACILITIES COST ESTIMATE (1)**

CONSTRUCTION (including 25% contingency)	\$210,389,827
PROPERTY INTERESTS/LAND ACQUISITION	\$17,477,530
LEGAL & ADMINISTRATIVE	\$1,000,000
ENGINEERING	\$28,000,000
	<hr/>
	\$256,867,357
COST ESCALATION OVER PROJECT DURATION	\$26,699,000
	<hr/>
ESTIMATED PROJECT COST (2)	\$283,566,357

(1) COST ESTIMATE IS BASED UPON FORECASTED PROJECT COSTS AS OF THE DATE IDENTIFIED BELOW AND IS PROVIDED FOR REFERENCE ONLY. ACTUAL PROJECT COSTS WILL BE BASED UPON AWARDED PROJECT CONTRACT(S) AND ACTUAL REALIZED UNIT PRICE AND LUMP SUM COSTS, INCLUDING PROPERTY ACQUISITION, ENGINEERING, LEGAL AND COMMISSIONING COSTS, ALL OF WHICH HAVE BEEN ESTIMATED HEREIN BUT WILL NOT BE FINALLY DETERMINED UNTIL THE COMPLETION OF THE PROJECT AND FINAL COMMISSIONING.

(2) BASED UPON ESTIMATES INCLUDED IN THE PROJECT DEVELOPMENT REPORT DATED FEBRUARY 1, 2024

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING DEVELOPMENT OF CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE BY AND BETWEEN THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, 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 "*WaterLink Communities*"); 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**, the Commission has been organized under the Acts to supply water within its territorial limits; and

**WHEREAS**, the WaterLink Communities currently own and operate municipal drinking water systems served by wells that extract source water from the Ironton-Galesville aquifer; and

**WHEREAS**, the WaterLink Communities are within the territorial limits of the Commission; and

**WHEREAS**, the WaterLink Communities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through water purchase and sale agreements with the Commission, and have applied for and been awarded Lake Michigan Water Allocation Permits from the State of Illinois Department of Natural Resources, Office of Water Resources for each discrete and non-contiguous service area served by each WaterLink Community’s Unit System; and

**WHEREAS**, the WaterLink Communities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems, is Lake Michigan water from the Commission; 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**, the WaterLink Communities seek to connect their individual Unit Systems to the Commission’s Waterworks System; and

**WHEREAS**, beginning in 2028 the WaterLink Communities seek to have completed the improvements to certain of their WaterLink Communities’ individual Unit Systems necessary to connect to the Commission’s Waterworks System (the “*Connection Facilities*”); 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 (“*Water Supply Contract*”); and

**WHEREAS**, the Commission’s Water Supply Contract with the City of Chicago is set to expire in 2041 and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new Water Supply Contract; and

**WHEREAS**, the construction of certain improvements to the Commission’s Waterworks System will enable the WaterLink Communities to provide water to the Individual Unit Systems (the “*Improvements*”); and

**WHEREAS**, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Individual Unit Systems, the Commission and the WaterLink Communities, contemporaneously with this Agreement, are entering into a Water Purchase and Sale Contract dated October 17, 2024 (the “*Water Purchase Agreement*”); and

**WHEREAS**, it is in the best interests of the Commission and the WaterLink Communities to coordinate and implement the supply of Lake Michigan water to the Individual Unit Systems in accordance with the Water Purchase Agreement; and

**WHEREAS**, the Commission and the WaterLink Communities desire to set forth their understanding regarding such coordination and implementation in an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service, substantially in the form attached hereto as *Exhibit A*; and

**WHEREAS**, the matters set forth in this Agreement will serve the public interest and assure that the residents of the Individual Unit Systems are provided safe water to the greatest extent possible; and

**WHEREAS**, contemporaneously with this Agreement, the WaterLink Communities

and the Commission are entering into other agreements including but not limited to a WaterLink Project Escrow Intergovernmental Agreement to fund the construction of the Connection Facilities; and

**WHEREAS**, the WaterLink Communities have previously agreed to each Municipality's percentage share of the Connection Facilities Cost pursuant to an Intergovernmental Cost Share Agreement (the "*Cost Share Agreement*"). The WaterLink Communities agree that the costs paid for the Connection Facilities will mirror the Division of Financial Responsibilities/Allocation of Costs set forth in the Cost Share Agreement; and

**WHEREAS**, the parties deem it to be in their best interests to approve this Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service.

**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 recitals set forth above are incorporated here by reference.

**Section 2.** The Mayor and City Council hereby approve the Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service, and the Mayor and City Clerk are authorized and directed to execute on behalf of the United City of Yorkville the Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service, substantially in the form attached as "Exhibit A."

**Section 3.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

**Section 4.** This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**Section 5.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT CONCERNING DEVELOPMENT OF  
CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE**

This Intergovernmental Agreement, (the “Agreement”) is dated the 17<sup>th</sup> day of October, 2024 (the “Effective Date”), by and 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 “WaterLink Communities”) 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 WaterLink Communities currently own and operate municipal drinking water systems served by wells that extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the WaterLink Communities are within the territorial limits of the Commission; and

WHEREAS, the WaterLink Communities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a water purchase agreement with the Commission, and have applied for and been awarded a Lake Michigan Water Allocation Permit (“Permit”) from the State of Illinois Department of Natural Resources, Office of Water Resources) for each discrete and non-contiguous service area served by each WaterLink Community’s Unit System; and

WHEREAS, the WaterLink Communities have conducted extensive study and concluded that the most sustainable alternative water source to serve the WaterLink Communities through the municipal waterworks systems currently serving the WaterLink Communities, as well as any extensions or improvements of those systems is Lake Michigan water from the Commission; 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, the WaterLink Communities seek to connect to their individual Unit Systems to Lake Michigan through the Commission; and

WHEREAS, beginning in 2028 the WaterLink Communities seek to have completed the improvements to certain of their WaterLink Communities’ individual Unit Systems necessary to connect to the Commission’s Waterworks System (the “Connection Facilities”); 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 (“Water Supply Contract”); and

WHEREAS, the Commission’s Water Supply Contract with the City of Chicago is set to expire in 2041 and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new Water Supply Contract; and

WHEREAS, the construction of certain improvements to the Commission's Waterworks System will enable the WaterLink Communities to provide water to the Individual Unit Systems (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Individual Unit Systems, the Commission and the WaterLink Communities, contemporaneously with this Agreement, are entering into a Water Purchase and Sale Contract dated October 17, 2024 (the "Water Purchase Agreement"); and

WHEREAS, it is in the best interests of the Commission and the WaterLink Communities to coordinate and implement the supply of Lake Michigan water to the Individual Unit Systems in accordance with the Water Purchase Agreement; and

WHEREAS, the Commission and the WaterLink Communities desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the residents of the Individual Unit Systems are provided safe water to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the WaterLink Communities are authorized to enter into this Agreement; and

WHEREAS, contemporaneously with this Agreement, the WaterLink Communities and the Commission are entering into other agreements including but not limited to a WaterLink

Project Escrow Intergovernmental Agreement to fund the construction of the Connection Facilities (the “WaterLink Escrow Agreement”); and

WHEREAS, the WaterLink Communities have previously agreed to each Municipality’s percentage share of the Connection Facilities Cost pursuant to an Intergovernmental Cost Share Agreement (the “Cost Share Agreement”). The WaterLink Communities agree that the costs paid for the Connection Facilities will mirror the Division of Financial Responsibilities/Allocation of Costs set forth in the Cost Share Agreement. Specifically, Montgomery commits and agrees to pay 24.42%, Yorkville commits and agrees to pay 40.22% and Oswego commits and agrees to pay 35.36%. The Commission is not a party to the Cost Share Agreement and has no responsibility or liability as to any true-up or adjusted accounting between the WaterLink Communities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the WaterLink Communities hereby agree as follows:

**SECTION 1. INCORPORATION OF PREAMBLES AND DEFINITIONS FROM WATER PURCHASE AGREEMENT**

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Water Purchase Agreement, the capitalized terms in this Agreement will have the same meaning in this Agreement as the definition in the Water Purchase Agreement.

**SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE**

A. Description of the Connection Facilities. For purposes of this Agreement, the Connection Facilities will include the water mains, metering station(s), and appurtenances necessary to be built by the Commission to provide water to the WaterLink Communities,

including portions of the Waterworks System constructed by the Commission to initially connect the WaterLink Communities' individual Unit Systems to the Commission's existing Waterworks System as depicted in preliminary plans attached to the Water Purchase Agreement as Exhibits B-1 and B-2.

B. Design of the Connection Facilities. As outlined in the Water Purchase Agreement, the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and the WaterLink Communities for the Connection Facilities. The Commission will keep the WaterLink Communities advised as to the progress of the design work. The Commission and the WaterLink Communities will confer upon issues regarding the details of such design work. The final design of the Connection Facilities will be subject to the review of both the Commission and the WaterLink Communities.

C. Land Acquisition. The Commission will be responsible for the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, and/or improvement of the Connection Facilities outside the corporate limits of the WaterLink Communities and all administrative, title, surveying, and legal fees, costs and expenses associated therewith, including, if necessary, exercising the power of eminent domain to procure any necessary easements, which expenses will be added to the Connection Facilities Cost amount that the WaterLink Communities will pay the Commission. The Commission will keep the WaterLink Communities advised of all land acquisition costs and any necessary condemnation proceedings. All land acquired and costs associated therewith within the WaterLink Communities will be the sole responsibility of the WaterLink Communities.

D. Construction and Acceptance of the Connection Facilities. The Commission will solicit bids for the construction of the Connection Facilities. The Commission's standard form of bidding and construction contract documents will be used. The Commission will solicit, award, and administer all contracts for the project in the best interest of both the Commission and the WaterLink Communities and will consult with, and keep advised, the WaterLink Communities' officials regarding the progress of the work and any problems encountered or changes recommended. Once the winning contractor(s) and the construction costs have been determined, the Commission will enter into a construction contract(s) with the selected contractor(s) and will administer such construction contract(s) in conformance with this Agreement. Any change orders, as well as final acceptance and approval of the completed Connection Facilities, will be subject to the final approval of the Commission.

E. Connection Facilities Cost. In accordance with the WaterLink Project Escrow Intergovernmental Agreement, the Commission, will make available in the form of a Line of Credit to the WaterLink Communities funds needed for the Connection Facilities Cost, up to the amount of the Commitment Amount as that term is defined therein, and the WaterLink Communities agree to reimburse the Commission for those costs.

### **SECTION 3. DEFAULTS AND REMEDIES**

A. Commission Defaults. The occurrence of the following will constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the WaterLink Communities. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission has diligently

pursued the resolution of the failure during said thirty (30) days, the period will be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event will the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the WaterLink Communities will have the same remedies as are provided for, and only the remedies provided for, in the Water Purchase Agreement for a default by the Commission.

B. WaterLink Communities Defaults. The occurrence of the following will constitute a default by the WaterLink Communities under this Agreement:

1. The failure by the WaterLink Communities to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the WaterLink Communities' receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the WaterLink Communities within said thirty (30) day period, and the WaterLink Communities will have diligently pursued the resolution of the failure during said thirty (30) days, the period will be extended by such additional time as may be reasonably required by the WaterLink Communities to cure or correct said failure. In no event will the period be extended by more than ninety (90) days; or
2. A default by the WaterLink Communities under the WaterLink Project Escrow Intergovernmental Agreement; or
3. A default by any of the WaterLink Communities under the Intergovernmental Agreements with each individual WaterLink Community Concerning Capital Cost Recovery Charge.

In the event of one of the above defaults, the Commission will: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the WaterLink Communities individual Unit Systems, other than that income necessary to pay any loans to the Government of the United States, of the State of Illinois or their agencies for the construction of the WaterLink Communities individual Unit Systems, until the line of credit referenced in the WaterLink Project Escrow Intergovernmental Agreement is paid back in full; and (3) will have the same remedies as are provided for in the Water Purchase Agreements for a default by the individual WaterLink Communities.

C. Force Majeure. In case by reason of a force majeure event, a party to this Agreement will be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party will give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, will be suspended during the continuance of the inability then claimed, but for no longer period, and any such party will endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the WaterLink

Communities to deliver Lake Michigan water, or of the WaterLink Communities to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty and the above requirement that any “force majeure event” will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

#### **SECTION 4. LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. Supplemental Agreement. This Agreement will be deemed to supplement the Water Purchase Agreement in connection with the supply of Lake Michigan water to Oswego’s Unit System. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Water Purchase Agreement, then the terms of this Agreement will control. The WaterLink Communities will at all times comply with all terms and conditions of the Water Purchase Agreement except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement will continue in full force and effect from the Effective Date until the Line of Credit is paid in full by the WaterLink Communities.

C. Cooperation and Further Agreements. The Commission and Oswego agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. Any notices under this 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](mailto:may@dpwc.org)

With a copy to:

Phillip A. Luetkehans  
Luetkehans, Brady, Garner & Armstrong  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

If to the WaterLink Communities:

Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543  
Email: [info@oswegoil.org](mailto:info@oswegoil.org)

With a copy to:

David J. Silverman  
Village Attorney  
Mahoney, Silverman, & Cross, LLC  
126 South Main Street  
Oswego, Illinois 60543

Village Administrator  
Village of Montgomery  
200 N River Street  
Montgomery, IL 60538  
Email: [zoephel@montgomeyil.org](mailto:zoephel@montgomeyil.org)

With a copy to:

Laura M. Julien  
Village Attorney  
Mickey Wilson, Weiler, Renzi, Lenert, & Julien, PC  
140 Municipal Drive  
Sugar Grove, IL 60554

City Administrator  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Email: [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us)

With a copy to:

Kathleen Field Orr & Associates  
Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

With a copy to:

Irene Schild Caminer  
Caminer Law, LLC  
2612 W. Sunnyside Ave.  
Chicago, IL 60625  
Email: [Irene@caminerlaw.com](mailto:Irene@caminerlaw.com)

By notice complying with the requirements of this Section 4.E, the Commission and the WaterLink Communities each will have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address will be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the WaterLink Communities with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the WaterLink Communities to enforce strictly any term, right, or condition of this Agreement will be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement will operate as a waiver of any other term, right, or condition.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement will be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement will only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

K. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (i) such The WaterLink Communities and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Agreement on behalf of said WaterLink Communities or the Commission; (iii) by so executing this Agreement, such WaterLink Communities and the Commission are formally bound to the provisions and conditions contained in this Agreement; and (iv) the entering into this Agreement by the WaterLink Communities and the Commission does not violate any provision of any other

agreement to which said WaterLink Communities and the Commission is bound.

L. Mutual Cooperation. The WaterLink Communities 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 Agreement. the WaterLink Communities 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 the WaterLink Communities and the Commission as evidenced by this Agreement.

M. Amendment. This Agreement is the entire agreement between the WaterLink Communities 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.

IN WITNESS WHEREOF, The WaterLink Communities 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: \_\_\_\_\_

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING CAPITAL COST RECOVERY CHARGE BETWEEN THE UNITED CITY OF YORKVILLE AND THE DUPAGE WATER COMMISSION**

**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**, 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.* (the “*Acts*”); and

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

**WHEREAS**, the City currently owns and operates a municipal drinking water system (“*Yorkville Unit System*”) served by wells that extract source water from the Ironton-Galesville aquifer; and

**WHEREAS**, the City is within the territorial limits of the Commission; and

**WHEREAS**, the City intends to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a Water Purchase and Sale Contract with the DuPage

Water Commission, and has applied for and received a Lake Michigan Water Allocation Permit (“*Permit*”) from the State of Illinois Department of Natural Resources, Office of Water Resources; and

**WHEREAS**, the City has conducted extensive study and has concluded that the most sustainable alternative water source to serve the City through the municipal waterworks system currently serving the City, as well as any extensions or improvements of that system, is Lake Michigan water from the Commission; 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**, the City is seeking to obtain water for its residents beginning in 2028 from the Commission in the incorporated areas within the City (the “*Service Area*”); and

**WHEREAS**, the City seeks to connect to Lake Michigan through the Commission; 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 Commission’s water supply contract with the City of Chicago is set to expire in 2041 and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

**WHEREAS**, to carry out their duties and responsibilities, and desire to create a method of providing an adequate supply of Lake Michigan water to the Yorkville Unit System, the Commission, and the City, concurrent with the Intergovernmental Agreement Concerning Capital

Cost Recovery Charge, substantially in the form (the “*Agreement*”), attached hereto as *Exhibit A*, are entering into the Water Purchase and Sale Contract dated October 17, 2024, WaterLink Project Escrow Intergovernmental Agreement, and an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service; and

**WHEREAS**, to become a member of the Commission and comply with the Water Purchase and Sale Contract, the City must pay its proportional share of the costs for the property owned by the Commission (the “*Capital Cost Recovery Charge*”); and

**WHEREAS**, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Cost Recovery Charge for potential Subsequent Customers (customers other than its original customers) requesting such accommodation on a case-by case basis; and

**WHEREAS**, the matters set forth in the Agreement will serve the public interest, and the Commission and the City deem it to be in each of their best interests for the Commission to provide financing to the City for the money necessary to pay the Capital Cost Recovery Charge and enter into the 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.** That the recitals set forth above are incorporated here by reference.

**Section 2.** The Mayor and City Council hereby approve the Intergovernmental Agreement Concerning Capital Cost Recovery Charge, and the Mayor and City Clerk are authorized and directed to execute on behalf of the United City of Yorkville the Intergovernmental Agreement Concerning Capital Cost Recovery Charge, substantially in the form attached as “Exhibit A.”

**Section 3.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

**Section 4.** This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**Section 5.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

[Remainder Intentionally Left Blank. Roll Call Vote to Follow]

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT WITH THE UNITED CITY OF  
YORKVILLE CONCERNING CAPITAL COST RECOVERY CHARGE**

This Intergovernmental Agreement, (the “Agreement”) is dated the 17<sup>th</sup> day of October 2024 (the “Effective Date”), by and between the United City of Yorkville (“City”) 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”).

W I T N E S S E T H:

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

WHEREAS, the City currently owns and operates a municipal drinking water system (“Yorkville Unit System”) served by wells that extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the City is within the territorial limits of the Commission; and

WHEREAS, the City intends to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a Water Purchase and Sale Contract with the DuPage Water Commission, and has applied for and received a Lake Michigan Water Allocation Permit (“Permit”) from the State of Illinois Department of Natural Resources, Office of Water Resources; and

WHEREAS, the City has conducted extensive study and has concluded that the most sustainable alternative water source to serve the City through the municipal waterworks system currently serving the City, as well as any extensions or improvements of that system, is Lake Michigan water from the Commission; 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, the City is seeking to obtain water for its residents beginning in 2028 from the Commission in the incorporated areas within the City (the “Service Area”); and

WHEREAS, the City seeks to connect to Lake Michigan through the Commission; 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 Commission’s water supply contract with the City of Chicago is set to expire in 2041 and the Commission is currently: (1) exploring an alternative solution to obtaining Lake Michigan water; and (2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

WHEREAS, to carry out their duties and responsibilities, and desire to create a method of providing an adequate supply of Lake Michigan water to the Yorkville Unit System, the Commission, and the City, concurrent with this Agreement, are entering into the Water Purchase and Sale Contract dated October 17, 2024, WaterLink Project Escrow Intergovernmental Agreement, and an Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service; and

WHEREAS, to become a member of the Commission and comply with the Water Purchase and Sale Contract, the City must pay its proportional share of the costs for the property owned by the Commission (the “Capital Cost Recovery Charge”); and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Cost Recovery Charge for potential Subsequent

Customers (customers other than its original customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the matters set forth in this Agreement will serve the public interest, and the Commission and the City deem it to be in each of their best interests for the Commission to provide financing to the City for the money necessary to pay the Capital Cost Recovery Charge and enter into this Agreement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the City are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the City hereby agree as follows:

#### **SECTION 1. PREAMBLES**

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

#### **SECTION 2. COMMISSION FINANCING**

A. Capital Cost Recovery Financing. The Commission will, after the execution and delivery of this Agreement, provide financing to the City in the amount of \$8,013,886.00 (the “Capital Cost Recovery Amount”).

B. Payment Terms.

1. The City will pay the Commission the principal balance of the Capital Cost Recovery Amount in 360 monthly installments, commencing at the time the first payment is due under Subsection 7M in the Water Purchase and Sale Contract (the “Monthly Payment Date”), and continuing in successive monthly installments on each Monthly Payment Date, with the final

payment of any principal, if not sooner paid, on the 360th Monthly Payment Date. Each of the 360 monthly installments of principal for the Capital Cost Recovery Amount will be in the amount of \$22,260.79, except that the final payment will be in the amount of \$22,262.39.

2. Interest on the unpaid principal balance of the Capital Cost Recovery Amount, will accrue at the rate of zero percent (0%) per annum.

C. Tender of Capital Cost Recovery Amount Payments. Payments of the principal of and interest will be made in lawful money of the United States of America in federal or other immediately available funds.

D. Asset-in-Kind Contribution. To the extent the City agrees to pay for a portion of the increase in size of the primary 48” western pipeline (commencing at Book Road and 75<sup>th</sup> Street and extending west of the Fox River to a termination point at Orchard Road, also known as “TW 6/25” in the DWC naming convention), from the baseline pipe size to 54”, the value of that contribution by the City will be mutually agreed upon and set forth in a separate agreement between the Commission and the City before the closing of the WIFIA Loan.

E. Covenants. The covenants set forth in Subsections 9A, 9B, 9C, and 9D of the Water Purchase and Sale Contract are incorporated into this Agreement by reference.

### **SECTION 3. DEFAULTS AND REMEDIES**

A. Commission Defaults. The occurrence of the following will constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission’s receipt of written notice thereof from the City. However, if said failure cannot be remedied by the Commission within said thirty (30) day period and the Commission has diligently pursued the

resolution of the failure during said thirty (30) days, the period will be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event will the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the City will have the same remedies as are provided for, and only the remedies provided for, in the Water Purchase and Sale Contract for a default by the Commission.

B. City Defaults. The occurrence of the following will constitute a default by the City under this Agreement:

1. The failure by the City to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the City's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the City within said thirty (30) day period and the City has diligently pursued the resolution of the failure during said thirty (30) days, the period will be extended by such additional time as may be reasonably required by the City to cure or correct said failure. In no event will the period be extended by more than ninety (90) days. In the event of a default by the City under this Agreement, the Commission will have the same remedies as are provided for, and only the remedies provided for, in the Water Purchase and Sale Contract for a default by the City;
2. A default under the October 17, 2024 Intergovernmental Agreement Concerning Development of Connection Facilities to Implement Water Service; or

3. A default under the October 17, 2024 WaterLink Project Escrow Intergovernmental Agreement.

In the event of a default by the City, the Commission will: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the Yorkville Unit System, other than that income necessary to pay any loans to the State of Illinois or its agencies for the construction of the Yorkville Unit System, until the City's Capital Cost Recovery Amount and any amounts due from the City under the WaterLink Project Escrow Intergovernmental Agreement are paid back in full; and (3) will have the same remedies as are provided for in the Water Purchase and Sale Contract for a default by the City.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement will be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party will give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, will be suspended during the continuance of the inability then claimed, but for no longer period, and any such party will endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire

failure of water supply, and inability on the part of the Commission or of the City to deliver Lake Michigan water, or of the City to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and the above requirement that any “force majeure event” will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

#### **SECTION 4. LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. Supplemental Agreement. This Agreement will be deemed to supplement the Water Purchase and Sale Contract in connection with the supply of Lake Michigan water to the Yorkville Unit System. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Water Purchase and Sale Contract, then the terms of this Agreement will control. The City will at all times comply with all terms and conditions of the Water Purchase and Sale Contract, except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement will continue in full force and effect from the Effective Date until the Capital Cost Recovery Amount is paid in full by the City.

C. Cooperation and Further Agreements. The Commission and the City agree to cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. Any notices under this 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](mailto:may@dpwc.org)

With a copy to:

Phillip A. Luetkehans  
Luetkehans, Brady, Garner & Armstrong  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

If to the City:

City Administrator  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Email: [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us)

With a copy to:

City Attorney  
Kathleen Field Orr  
Kathleen Field Orr & Associates  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

With a copy to:

Irene Schild Caminer  
Caminer Law, LLC  
2612 W. Sunnyside Ave.  
Chicago, IL 60625  
Email: [Irene@caminerlaw.com](mailto:Irene@caminerlaw.com)

By notice complying with the requirements of this Section 4.E, the Commission and the City each will have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address will be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the City with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the City to enforce strictly any term, right, or condition of this Agreement will be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement will operate as a waiver of any other term, right, or condition.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement will be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement will only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

K. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (i) such the City and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Agreement on behalf of said City or the Commission; (iii) by so executing this Agreement, such City and the Commission are formally bound to the provisions and conditions contained in this Agreement; and (iv) the entering into this Agreement by the City and the Commission does not violate any provision of any other agreement to which said City and the Commission is bound.

L. Mutual Cooperation. The City 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 Agreement. The City 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 the City and the Commission as evidenced by this Agreement.

M. Amendment. This Agreement is the entire agreement between the City and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by the City and the Commission.

IN WITNESS WHEREOF, the City 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.

ATTEST:

DuPAGE WATER COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

UNITED CITY OF YORKVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_





# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: September 26, 2024  
Subject: Economic Development Consultant contract

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## **Summary**

Consideration of a contract with Lynn Dubajic-Kellogg of DLK, LLC for economic development consulting services.

## **Background**

This item was last discussed in January 2022, when the City approved a 3-year contract that expires in December 2024. After no change in the hourly rate of \$145 between 2015 and 2022, the City Council approved a contract that bumped the hourly rate to \$148 in 2022, \$149 in 2023, and \$150 in 2024. Those increases represented less than 1% change per year. For this year's contract, we are proposing a more common 3% inflationary factor each year, bringing the final hourly rate in 2027 to \$160.90.

No other changes are proposed in this contract. It still includes a minimum of 15 hours of work per week, a 30-day termination clause for either party, and quarterly true-ups or payouts for hours worked over or under contract. For the last three years, the City averaged around \$14,100 per quarter in supplemental payments.

## **Recommendation**

Staff recommends approval of the contract with Lynn Dubajic-Kellogg of DLK, LLC for economic development consulting services.

**Resolution No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
APPROVING AN AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING  
SERVICES WITH DLK, LLC**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

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

**WHEREAS**, the City requires the assistance of a consultant in economic development; and

**WHEREAS**, the City has previously retained DLK, LLC, an Illinois limited liability company, for the purposes of consulting in economic development matters; and

**WHEREAS**, the City's contract with DLK, LLC is set to expire in December of 2024; and

**WHEREAS**, the DLK, LLC has a good relationship with the City and has provided positive outcomes for a reasonable fee; and

**WHEREAS**, the City wishes to enter into a new agreement with DLK, LLC, to continue to provide economic development services through the year 2027.

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

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

**Section 2.** That the competitive bidding requirement is hereby waived, and the *Economic Consultant's Agreement*, by and between the City and DLK, LLC, attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

**Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

## **ECONOMIC CONSULTANT'S AGREEMENT**

This Economic Consultant's Agreement ("Agreement") is dated this 8th day of October, 2024, between United City of Yorkville (City) and DLK, LLC of Yorkville, Illinois ("Consultant"). City agrees to retain the services of Consultant to fill the position and perform the duties described below. Consultant agrees to furnish the City the services for the Term and under the conditions set forth in this Agreement. It is expressly understood that Consultant is an Economic Consultant and not an employee.

### **A. Position:**

The following agreement describes the contractual services to be provided by Consultant for the City performing the services of Economic Development Consultant.

Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise create any obligation, expressed or implied, on behalf of the City, unless expressly authorized by the Mayor. Consultant agrees to obtain, at her own expense all materials necessary to perform her duties and provide the services required under this Agreement. Any documents made available to Consultant in order to perform services under this Agreement shall be kept confidential and returned to the City upon the termination of the Agreement.

### **B. Scope of Work:**

Consultant shall perform the following services:

1. Perform the duties of Economic Development Consultant for the City including attracting new businesses to the City, attending meetings and conferences on economic development, perform, preparing and presenting economic and community development plans, programs and services.
2. This position is responsible for working closely with the Community Development Consultant and other City staff in promoting the business and economic development interests within the City. This position will include working with all departments in providing guidance to individuals and companies to establish, relocate or expand their businesses within the City. The position will include assistance in the planning and coordination of City development projects, assisting business and residential applications with local and State permitting processes and providing research for City sponsored programs.
3. The Consultant shall not work for another municipality during the term of this Agreement.
4. This position reports directly to the City Administrator.

### **C. Services to be provided**

1. Directs economic development initiatives to achieve the goals and objectives for economic development,
2. Provides assistance in the development of short and long term economic development plans, as well as the gathering of information and preparation of studies, reports and recommendations to achieve such goals,

3. Provides professional economic development advice, assist in the application and permitting process and serve as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances and goals as established by the City,
4. Works closely with the City staff to identify areas of concern in the promotion of business location and expansion within the City,
5. Maintains a liaison with various local, State and Federal agencies to coordinate projects with those agencies,
6. Provides information on economic development issues, programs, services and plans,
7. Becomes familiar with the existing inventory of available buildings and business and residential development sites within the City,
8. Provide the City with a monthly report of all activities, contacts, services, meetings and conferences attended.

Consultant is to perform the above services as the City's Economic Development Consultant for not less than fifteen (15) hours per week.

**D. Materials:**

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**E. Term:**

The term of this Agreement shall begin on January 1, 2025 and shall terminate on December 31, 2027.

**F. Fees:**

For the services provided by Consultant under this Agreement for the term of this Agreement, the City agrees to pay Consultant \$154.50 per hour in calendar year 2025, \$159.14 per hour in calendar year 2026, and \$160.90 per hour in calendar year 2027. Consultant will be responsible for all expenses incurred while performing services under this Agreement including travel expenses except for out of State travel which shall be reimbursed by the City. For in-state and out-of-state conferences and seminars where the City directs Consultant to attend on the City's behalf, the City shall pay the conference or seminar registration fees.

The Consultant will invoice the City on a monthly basis for all work performed during the preceding month. Each invoice shall provide an itemization of the time of all work performed. Invoices shall be paid by the City within thirty (30) days of receipt. Within ten (10) days of the close of each calendar quarter during the term of this Agreement the time worked by the Consultant during the prior three (3) months will be reviewed and in the event the Consultant worked more than fifteen (15) hours per week, the City agrees to compensate the Consultant for the work performed in excess of fifteen (15) hours per week at the applicable per hour rate. If the Consultant works less than fifteen (15) hours per week, the time must be made up within the following calendar quarter.

The City will not pay or withhold federal, state, or local income or payroll tax on behalf of Consultant. As an Economic Consultant, Consultant is responsible for paying all taxes and waives all rights to any employee benefits offered by the City or any other entity affiliated with the City to its employees. In the event taxes are assessed against the City arising out of any money paid to Consultant, Consultant agrees to assume all responsibility for the payment of such taxes and to indemnify and hold harmless the City for any such tax liabilities, including penalties.

**G. Insurance:**

The City will not obtain worker's compensation insurance or other insurance coverage of any kind for or on behalf of Consultant.

**H. Liability:**

Each party agrees to be responsible for its own actions and activities, including the negligence of its employees or agents. It is understood and agreed that neither party shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

**I. Termination:**

Either party may terminate this Agreement immediately for breach. If the City terminates this Agreement for a breach, no compensation or expenses shall be paid by the City to Consultant, under the terms of this Agreement, beyond the date of termination. Additionally, either party may terminate this Agreement upon presentation of written notice of intent to terminate with at least one (1) month's written notice to the other. In such event Consultant shall be obligated to continue to provide services until the one (1) month's notice period has expired and the City shall be obligated to pay compensation until the one (1) month's' notice period has expired.

**J. Choice of Law:**

This Agreement shall at all times be governed by and construed in accordance with the laws of the State of Illinois.

**K. Saving Clause:**

If any provision of this Agreement is declared invalid or unenforceable under applicable law, such provision shall be deemed severed from the Agreement and all other provisions of this Agreement shall remain in full force and effect.

**L. Entire Agreement:**

This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the parties. This Agreement may be amended, modified or supplemented only by a written instrument executed by both parties.

Signed:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk





# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: October 1, 2024  
Subject: 2024 Tax Levy Estimate

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## Summary

Approval of the 2024 tax levy estimate, for the purpose of publishing a public notice for an upcoming public hearing.

## Background

Each year, the first step of the tax levy process involves adopting a tax levy estimate for the purposes of holding a public hearing, if required. For 2024, the recommended tax levy estimate for City and Library operations is \$5,433,780, as detailed in Exhibit A. At the direction of the Administration Committee, the City's levy request amounts to \$4,056,358 and includes the increment from new construction only. The Library operations levy is proposed at the statutory maximum rate of \$0.15 per \$100 of Equalized Assessed Value (EAV), totaling \$1,377,422. However, due to the Property Tax Extension Limitation Law (PTELL), the actual Library tax levy is expected to be lower (i.e., around the \$1.06M figure presented in Exhibit B).

### 2017 Tax Levy (FY 19) thru 2023 Tax Levy (FY 25 - current fiscal year)

Pursuant to PTELL, two factors determine how much the City, as a non-home rule municipality, can increase its levy by each year: 1.) the equalized assessed valuation (EAV) of new construction and 2.) the year-over-year change in inflation (as measured by the Consumer Price Index or CPI). Beginning with the 2017 levy process, Council began to ease back into its past practice of marginally increasing the levy each year by new construction only, thus foregoing the annual inflationary increment. This practice was continued last year (2023 levy - currently being collected in FY 25) as the City Council decided to increase the levy by estimated new construction (\$147,498) only; and forfeit the inflationary increment of \$186,659. As a result, most residents over the last seven levy cycles should have seen the City portion of their property tax bill stay relatively the same or even decrease slightly in some years, assuming that the change in EAV of their homes was less than the overall increase in EAV for all taxable property in Yorkville.

### 2024 Tax Levy (FY 26 – next fiscal year)

For this year's levy, Kendall County has estimated new construction EAV at \$32,045,452, which is expected to generate an additional \$145,102 in property tax revenue for the City. As illustrated in Exhibit D, after two years of low inflation (levy years 2015-2016), the CPI returned to a more typical rate of 2.1% in levy year 2017. Between 2018 and 2020, CPI remained steady at around 2.0%, before dropping to 1.4% in 2021. Over the next two years, inflation surged dramatically – rising to 7.0% in 2022 and 6.5% in 2023 (both years were capped at 5% under PTELL). This sharp increase was fueled by a combination of factors, including pent-up consumer demand and supply chain disruptions from the pandemic, rising energy costs driven by geopolitical tensions and substantial fiscal and monetary stimuli. In 2024,

inflation has moderated to a more typical rate of 3.4%, due to rising interest rates, the resolution of supply chain challenges, stabilizing consumer demand and a more balanced labor market. The inflationary portion of the levy is projected to generate an additional \$131,953, bringing the estimated total increase in property tax revenue to \$277,055 under PTELL.

An important update for 2024 is that the Library bonds, which have been part of the tax levy process for nearly two decades, will no longer appear on homeowner's property tax bills. These bonds, which were originally issued to finance the renovation and expansion of the Library building at 902 Game Farm Road, will be fully paid off at the end of this year. As a result, homeowners can look forward to a noticeable reduction in their property taxes, with the Library portion of the bill decreasing by approximately \$100.

Given the substantial savings for residents resulting from the retirement of the Library bonds, the City could choose to increase its levy by the amount of incremental property taxes generated from new construction (+\$145,102) and inflation (+\$131,953), as detailed in Exhibit B, for a total levy amount of \$4,158,022. Although this would deviate from the City's recent practice of levying for new construction only (which would forego the inflationary portion of \$131,953 in subsequent levy years), it may serve as a one-off opportunity to marginally expand the City's tax base while still generating significant property tax savings (~\$80) to homeowners. Depending on Council's decision—whether to include incremental property taxes from both CPI and new construction (Exhibit B) or just new construction (Exhibit C)—the City's portion of the levy is estimated to increase by approximately 7.1% (Exhibit B) or 3.7% (Exhibit C).

The City's 2024 contribution (i.e., actuarially determined funding policy contribution) to the Yorkville Police Pension Fund, as determined by the City's actuary, MWM Consulting Group, is \$1,465,973 (Exhibit F – page 1). This amount is calculated in accordance with the City's pension funding policy, which targets a 100% funding level by the year 2040. Compared to the 2023 contribution of \$1,386,265, this represents an increase of \$79,708 or 5.7%. The rise in the employer contribution is attributed to several factors, including:

- A shrinking amortization period (i.e., as we get closer to the year 2040, there is less time to spread out the remaining costs associated with the unfunded liability).
- The annual payroll assumption of 3.5% for active police officers over the remainder of their careers.
- Normal costs continue to increase, as each year of additional service by current employees generates additional pension benefits.

At the end of FY 2024, the funding level of the Police Pension Fund stands at 57.5%, calculated by dividing the market value of assets (\$16,897,571) by the accrued liability (\$29,391,468). This reflects an improvement from last year's funding level of 53.9% (+6.7%) and a notable increase from the FYE 2020 funding level of 46.2% (+24.5%).

After an unprecedented rate of return of +28.0% for the FYE 2021, the Fund yielded a negative return of 4.9% in FY 2022, primarily due to equity market volatility and a low-interest rate environment. The Fund's performance slightly improved in FY 2023, achieving a return of +0.6%, though it remained well below the actuarial benchmark of +7.0%. Fiscal Year 2024 marked the first full year during which investment decisions for Yorkville, and all Downstate police pension funds, were managed by the Illinois Police Officer's Pension Investment Fund (IPOPIF). As discussed previously, one of the main motivations behind the State's decision to consolidate Downstate pension funds into IPOPIF was the expectation that the new consolidated fund would generate returns comparable to the Illinois Municipal Retirement Fund (IMRF), which has historically achieved annual returns of +7% or higher. Thus far, IPOPIF has met these expectations, delivering a 9.7% investment return for FY 2024.

Looking back at the last eight levy cycles, you may recall that a reoccurring policy question has been whether the City and Library levies should be combined or levied separately. In an effort to “level the playing field” by applying the same rules of property tax growth (lesser of CPI or 5%, plus new construction) to both entities, the City Council has chosen to levy the two entities separately since levy year 2016. Last year the Library Operations tax rate was capped by PTELL at \$0.124 per \$100 of EAV, resulting in a property tax extension of \$989,531 (excludes revenue recapture). This was an increase of \$83,745 (9.2%) over the 2022 levy extended amount of \$905,786 (excludes revenue recapture). For this year’s levy staff recommends that Council continue with the practice of levying separately for the City and the Library, which is currently estimated to yield property taxes for library operations in the amount of \$1,060,187. This amount includes both CPI (\$33,644) and new construction (\$37,012) increments. Based on current EAV figures the library operations tax rate is estimated at \$0.115 per \$100 of EAV (max amount is \$0.15 per \$100 EAV) for the 2024 levy year, which is an increase of 7.1% (\$70,656) over the prior year’s extension. The levy amount for the Library is expected to be formally approved by the Library Board at their upcoming October 14<sup>th</sup> meeting.

In addition, the fiscal year 2025 (2023 levy) certifications from the Kendall County Clerk are attached as Exhibit E. The first page contains all City (non-Library) taxes, and the second page contains Library taxes (operations and debt service for the 2006 & 2013 Refunding bonds). As noted last year, the 2023 levy includes revenue recapture amounts, pursuant to State Statue (P.A. 102-0519); which requires the County to adjust the City’s and Library’s extension amounts in order to recapture prior year property tax amounts lost to Property Tax Appeal Board (PTAB) reductions, Circuit Court orders in assessment cases and error certificates resulting from assessment mistakes. These revenue recapture amounts are itemized in Exhibit E for both the City and Library, in the amounts of \$31,406 and \$14,868, respectively. As in past levy years, all City debt service amounts are expected to be fully abated for the 2024 levy year. Materials regarding the City’s bond abatements will be presented at a future committee meeting, before being presented to the City Council for approval in either November or December.

### **Homeowner Impact**

The property tax bill itemizes charges for both the City and the Library separately. If the City levies for new construction and inflationary increments (see Exhibit B), the estimated levy extension for both capped and uncapped amounts is projected to rise by 7.1% for the 2024 levy year (payable in 2025). Conversely, if the City levy includes new construction only (see Exhibit C), the estimated levy extension for both capped and uncapped amounts is expected to increase by 3.7%. Meanwhile, the Library’s levy, for both capped and uncapped amounts, is anticipated to be 7.1% higher (see Exhibit B) than the 2023 levy year extension (payable in 2024).

Kendall County currently projects the City's overall 2024 Equalized Assessed Value (EAV) to be \$918.3 million, representing a \$123.2 million increase (15.5%) from last year's EAV of \$795.1 million. Approximately 26% of this increase—or \$32.0 million—is attributed to new construction. When excluding new construction, the EAV of existing properties is expected to rise by 11.5%. However, this inflationary increase in EAV should be assuaged by a reduction in the City’s estimated property tax rate which is currently expected to decline by either 7.2% (from \$0.49 per \$100 of EAV to \$0.45 per \$100 of EAV – Exhibit B) or by 10.2% (from \$0.49 per \$100 of EAV to \$0.44 per \$100 of EAV – Exhibit C), depending on which option (new construction and inflation increments or new construction increment only) is decided upon by Council.

Depending on Council’s decision regarding the City’s levy, homeowners can expect overall net property tax savings to range between approximately \$80 and \$100. For the Library portion, property owners **should** see a reduction of about \$100, since no further levy is required for Library debt service. The amount paid to the City **should** either be approximately the same as last year’s tax bill (Exhibit C – new

construction only) or increase by about \$20 (Exhibit B – new construction and inflation). Please note that the above projections assume that an individual property owner’s EAV increases at a rate comparable to the overall EAV, adjusted for new construction.

**Recommendation**

The preliminary staff recommendations for aggregate levy amounts are shown in the table below.

**City Tax Levy**

	<b>2023 Levy Extension</b>	<b>2024 Maximum Levy (Estimate)</b>	<b>2024 Levy Recommended Amount</b>
<b>City Levy (Capped)</b>	\$3,880,967	\$4,158,022	\$4,056,358
<b>City Bonds/Revenue Recapture(Uncapped)</b>	\$31,406	N / A	N / A
<b>Totals</b>	<b>\$3,912,373</b>	<b>\$4,158,022</b>	<b>\$4,056,358</b>

**Library Tax Levy**

	<b>2023 Levy Extension</b>	<b>2024 Maximum Levy (Estimate)</b>	<b>2024 Levy Recommended Amount</b>
<b>Library Operations (Capped)</b>	\$989,531	\$1,377,422	\$1,377,422
<b>Library Bonds/Revenue Recapture(Uncapped)</b>	\$878,938	N / A	N / A
<b>Totals</b>	<b>\$1,868,469</b>	<b>\$1,377,422</b>	<b>\$1,377,422</b>

In regard to the setting of a tax levy estimate, staff recommends the approval of Exhibit A, which shows the City’s levy increasing by an augmented new construction only amount and sets the Library’s levy at their ceiling rate of \$0.15 per \$100 of EAV, for the purposes of setting a maximum levy amount for the public hearing. In order to capture every dollar possible generated from the new construction increment, staff has increased the County’s current new construction EAV estimate (\$32,045,452) by 20% (\$38,454,542); which would increase projected new construction incremental property tax amounts by \$30,289, from \$145,102 to \$175,391. Since the estimated amount of new construction is likely to be updated by the County between now and December, this would allow Council maximum flexibility to adjust the levy accordingly to ensure that the entire new construction component of the levy could be utilized, if desired. As a reminder, the tax levy estimate sets the maximum amount that the City and Library could levy, with the understanding that Council and the Library Board reserve the right to levy less than that amount should they desire to do so.

Exhibit B is an estimate of how much the City could levy under PTELL (includes increases for both new construction & CPI) for a total of \$277,055 in additional property tax proceeds. Exhibit C shows the new construction increment only, for both the City (\$145,102) and Library (\$37,012); hence foregoing the CPI increments of \$131,953 (City) and \$33,644 (Library), respectively, in subsequent levy years.

Furthermore, staff recommends that the City instruct the County Clerk to levy separately once again for the City and the Library, so that both entities are held to the same rules when it comes to growth. A tentative timeline for the 2024 tax levy process is presented below:

- ~~• September 18<sup>th</sup> (Administration Committee) - Preliminary Tax Levy Estimate - informational~~
- October 8<sup>th</sup> (City Council) - Tax Levy Estimate review and approval
  - Tax Levy Estimate must be adopted 20 days prior to City Council approval of levy
- November 12<sup>th</sup> (City Council) – Tax Levy Public Hearing
  - Public Hearing Notice will be published on November 1<sup>st</sup>
  - Per State Statute, the Public Hearing Notice must be published in a local paper between 14 and 7 days prior to the public hearing date
- November 26<sup>th</sup> or December 10<sup>th</sup> (City Council) - Approval of the Tax Levy Ordinance
  - Must be filed with Kendall County before the last Tuesday in December (December 31<sup>st</sup>)

## 2024 Tax Levy - Public Hearing

\*\* Based on enhanced new construction EAV estimate of \$38,454,542 (20% increase of August 12, 2024 EAV estimate of \$32,045,452) \*\*

(Limiting Rate Applied to City & Library)

	<u>2022 Rate</u> <u>Setting EAV</u>	<u>% Change over</u> <u>Prior Yr EAV</u>		<u>2023 Rate</u> <u>Setting EAV</u>	<u>% Change over Prior</u> <u>Yr EAV</u>		<u>2024</u> <u>Estimated EAV</u>	<u>% Change over</u> <u>Prior Yr EAV</u>	<u>\$ Change</u>
Farm	\$ 3,936,704	11.71%	Farm	\$ 4,209,199	6.92%	Farm	\$ 4,597,420	9.22%	\$ 388,221
Residential	594,475,190	13.30%	Residential	687,120,031	15.58%	Residential	802,620,368	16.81%	115,500,337
Commercial	80,620,321	1.01%	Commercial	87,102,531	8.04%	Commercial	93,722,462	7.60%	6,619,931
Industrial	15,925,318	2.66%	Industrial	16,551,850	3.93%	Industrial	17,240,090	4.16%	688,240
State Railroad	90,328	16.36%	State Railroad	101,044	11.86%	State Railroad	101,044	0.00%	-
<b>Total</b>	<b>\$ 695,047,861</b>	<b>11.46%</b>	<b>Total</b>	<b>\$ 795,084,655</b>	<b>14.39%</b>	<b>Total</b>	<b>\$ 924,690,474</b>	<b>16.30%</b>	<b>\$ 129,605,819</b>

	<u>2022</u> <u>Rate</u>	<u>2022</u> <u>Levy Request</u>	<u>2022</u> <u>Levy Extension</u>		<u>2023</u> <u>Rate</u>	<u>2023</u> <u>Levy Request</u>	<u>2023</u> <u>Levy Extension</u>		<u>2024</u> <u>Rate</u>	<u>2024</u> <u>Levy Request</u>	<u>% Change over</u> <u>Prior Yr Ext.</u>	<u>\$ Change over</u> <u>Prior Yr Ext.</u>
Corporate	0.14168	\$ 984,723	\$ 984,744		0.12386	\$ 984,744	\$ 984,792		0.10650	\$ 984,792	0.00%	\$ 0
Bonds & Interest	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
IMRF Pension	0.00000	-	-		0.00000	-	-		0.01081	100,000	-	100,000
Police Protection	0.16249	1,129,316	1,129,383		0.15969	1,269,660	1,269,671		0.13903	1,285,593	1.25%	15,922
Police Pension	0.19839	1,378,837	1,378,905		0.17436	1,386,265	1,386,310		0.15854	1,465,973	5.75%	79,663
Audit	0.00432	30,000	30,026		0.00378	30,000	30,054		0.00324	30,000	-0.18%	(54)
Liability Insurance	0.00576	40,000	40,035		0.00504	40,000	40,072		0.00433	40,000	-0.18%	(72)
Social Security	0.02159	150,000	150,061		0.01887	150,000	150,032		0.01622	150,000	-0.02%	(32)
School Crossing Guard	0.00288	20,000	20,017		0.00252	20,000	20,036		0.00000	-	-100.00%	(20,036)
Unemployment Insurance	0.00000	-	-		0.00000	-	-		0.00000	-	0.00%	-
<b>Subtotal City (PTELL)</b>	<b>0.53711</b>	<b>\$ 3,732,876</b>	<b>\$ 3,733,172</b>		<b>0.48812</b>	<b>\$ 3,880,669</b>	<b>\$ 3,880,967</b>		<b>0.43867</b>	<b>\$ 4,056,358</b>	<b>4.52%</b>	<b>175,391</b>
Revenue Recapture	0.00060	-	4,170		0.00395	-	31,406		0.00000	-	-	(31,406)
<b>Total City</b>	<b>0.53771</b>	<b>\$ 3,732,876</b>	<b>\$ 3,737,342</b>		<b>0.49207</b>	<b>\$ 3,880,669</b>	<b>\$ 3,912,373</b>		<b>0.43867</b>	<b>\$ 4,056,358</b>	<b>3.68%</b>	<b>143,985</b>
Library Operations	0.13032	\$ 1,041,921	\$ 905,786		0.12446	\$ 1,192,336	\$ 989,531		0.14896	\$ 1,377,422	39.20%	\$ 387,891
Library Bonds & Interest	0.12471	866,750	866,794		0.10868	864,000	864,071		0.00000	-	-100.00%	(864,071)
Revenue Recapture	0.00029	-	2,016		0.00187	-	14,868		0.00000	-	-	(14,868)
<b>Total Library</b>	<b>0.25532</b>	<b>\$ 1,908,671</b>	<b>\$ 1,774,596</b>		<b>0.23500</b>	<b>\$ 2,056,336</b>	<b>\$ 1,868,469</b>		<b>0.14896</b>	<b>\$ 1,377,422</b>	<b>-26.28%</b>	<b>(491,047)</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.79303</b>	<b>\$ 5,641,547</b>	<b>\$ 5,511,938</b>		<b>0.72707</b>	<b>\$ 5,937,005</b>	<b>\$ 5,780,842</b>		<b>0.58763</b>	<b>\$ 5,433,780</b>	<b>-6.00%</b>	<b>(347,062)</b>
less Bonds & Interest / Rev Recapture	0.12560	866,750	872,980		0.11450	864,000	910,344		0.00000	-	-100.00%	(910,344)
<b>P-TELL Totals</b>	<b>0.66743</b>	<b>\$ 4,774,797</b>	<b>\$ 4,638,958</b>		<b>0.61258</b>	<b>\$ 5,073,005</b>	<b>\$ 4,870,498</b>		<b>0.58763</b>	<b>\$ 5,433,780</b>	<b>11.57%</b>	<b>\$ 563,282</b>

## 2024 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

	<u>2022 Requested</u>	<u>2022 Extended</u>		<u>2023 Requested</u>	<u>2023 Extended</u>		<u>2024 Levy Request</u>	<u>% Change over Prior Yr Ext.</u>	<u>\$ Change over Prior Yr Ext.</u>
City	\$ 2,354,039	\$ 2,358,436	City	\$ 2,494,404	\$ 2,526,063	City	\$ 2,590,385	2.55%	\$ 64,322
Library	1,041,921	907,802	Library	1,192,336	1,004,399	Library	1,377,422	37.14%	373,024
Police Pension	1,378,837	1,378,905	Police Pension	1,386,265	1,386,310	Police Pension	1,465,973	5.75%	79,663
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	<u>866,750</u>	<u>866,794</u>	Library Debt Service	<u>864,000</u>	<u>864,071</u>	Library Debt Service	<u>-</u>	<u>-100.00%</u>	<u>(864,071)</u>
<b>Total</b>	<b>\$ 5,641,547</b>	<b>\$ 5,511,938</b>	<b>Total</b>	<b>\$ 5,937,005</b>	<b>\$ 5,780,842</b>	<b>Total</b>	<b>\$ 5,433,780</b>	<b>-6.00%</b>	<b>\$ (347,062)</b>
less B&I / Rev Recapture	<u>866,750</u>	<u>872,980</u>	less B&I / Rev Recapture	<u>864,000</u>	<u>910,344</u>	less B&I / Rev Recapture	<u>-</u>	<u>-100.00%</u>	<u>(910,344)</u>
<b>PTELL Subtotal</b>	<b>\$ 4,774,797</b>	<b>\$ 4,638,958</b>	<b>PTELL Subtotal</b>	<b>\$ 5,073,005</b>	<b>\$ 4,870,498</b>	<b>PTELL Subtotal</b>	<b>\$ 5,433,780</b>	<b>11.57%</b>	<b>\$ 563,282</b>
<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 3,732,876</i>	<i>\$ 3,733,172</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 3,880,669</i>	<i>\$ 3,880,967</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 4,056,358</i>	<i>4.52%</i>	<i>\$ 175,391</i>
<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,041,921</i>	<i>905,786</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,192,336</i>	<i>989,531</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,377,422</i>	<i>39.20%</i>	<i>387,891</i>

## 2024 Tax Levy - Estimated CPI and New Construction Increments

\*\* Based on original new construction EAV estimate of \$32,045,452 as of August 12, 2024 \*\*

(Limiting Rate Applied to City & Library)

	2022 Rate Setting EAV	% Change over Prior Yr EAV		2023 Rate Setting EAV	% Change over Prior Yr EAV		2024 Estimated EAV	% Change over Prior Yr EAV	\$ Change
Farm	\$ 3,936,704	11.71%	Farm	\$ 4,209,199	6.92%	Farm	\$ 4,597,420	9.22%	\$ 388,221
Residential	594,475,190	13.30%	Residential	687,120,031	15.58%	Residential	802,620,368	16.81%	115,500,337
Commercial	80,620,321	1.01%	Commercial	87,102,531	8.04%	Commercial	93,722,462	7.60%	6,619,931
Industrial	15,925,318	2.66%	Industrial	16,551,850	3.93%	Industrial	17,240,090	4.16%	688,240
State Railroad	90,328	16.36%	State Railroad	101,044	11.86%	State Railroad	101,044	0.00%	-
<b>Total</b>	<b>\$ 695,047,861</b>	<b>11.46%</b>	<b>Total</b>	<b>\$ 795,084,655</b>	<b>14.39%</b>	<b>Total</b>	<b>\$ 918,281,384</b>	<b>15.49%</b>	<b>\$ 123,196,729</b>

	2022 Rate	2022 Levy Request	2022 Levy Extension	2023 Rate	2023 Levy Request	2023 Levy Extension	2024 Rate	2024 Levy Request	% Change over Prior Yr Ext.	\$ Change over Prior Yr Ext.
Corporate	0.14168	\$ 984,723	\$ 984,744	0.12386	\$ 984,744	\$ 984,792	0.10724	\$ 984,792	0.00%	\$ 0
Bonds & Interest	0.00000	-	-	0.00000	-	-	0.00000	-	-	-
IMRF Pension	0.00000	-	-	0.00000	-	-	0.01089	100,000	-	100,000
Police Protection	0.16249	1,129,316	1,129,383	0.15969	1,269,660	1,269,671	0.15107	1,387,257	9.26%	117,586
Police Pension	0.19839	1,378,837	1,378,905	0.17436	1,386,265	1,386,310	0.15964	1,465,973	5.75%	79,663
Audit	0.00432	30,000	30,026	0.00378	30,000	30,054	0.00327	30,000	-0.18%	(54)
Liability Insurance	0.00576	40,000	40,035	0.00504	40,000	40,072	0.00436	40,000	-0.18%	(72)
Social Security	0.02159	150,000	150,061	0.01887	150,000	150,032	0.01633	150,000	-0.02%	(32)
School Crossing Guard	0.00288	20,000	20,017	0.00252	20,000	20,036	0.00000	-	-100.00%	(20,036)
Unemployment Insurance	0.00000	-	-	0.00000	-	-	0.00000	-	0.00%	-
<b>Subtotal City (PTELL)</b>	<b>0.53711</b>	<b>\$ 3,732,876</b>	<b>\$ 3,733,172</b>	<b>0.48812</b>	<b>\$ 3,880,669</b>	<b>\$ 3,880,967</b>	<b>0.45280</b>	<b>\$ 4,158,022</b>	<b>7.14%</b>	<b>277,055</b>
Revenue Recapture	0.00060	-	4,170	0.00395	-	31,406	0.00000	-	-	(31,406)
<b>Total City</b>	<b>0.53771</b>	<b>\$ 3,732,876</b>	<b>\$ 3,737,342</b>	<b>0.49207</b>	<b>\$ 3,880,669</b>	<b>\$ 3,912,373</b>	<b>0.45280</b>	<b>\$ 4,158,022</b>	<b>6.28%</b>	<b>245,649</b>
Library Operations	0.13032	\$ 1,041,921	\$ 905,786	0.12446	\$ 1,192,336	\$ 989,531	0.11545	\$ 1,060,187	7.14%	\$ 70,656
Library Bonds & Interest	0.12471	866,750	866,794	0.10868	864,000	864,071	0.00000	-	-100.00%	(864,071)
Revenue Recapture	0.00029	-	2,016	0.00187	-	14,868	0.00000	-	-	(14,868)
<b>Total Library</b>	<b>0.25532</b>	<b>\$ 1,908,671</b>	<b>\$ 1,774,596</b>	<b>0.23500</b>	<b>\$ 2,056,336</b>	<b>\$ 1,868,469</b>	<b>0.11545</b>	<b>\$ 1,060,187</b>	<b>-43.26%</b>	<b>(808,282)</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.79303</b>	<b>\$ 5,641,547</b>	<b>\$ 5,511,938</b>	<b>0.72707</b>	<b>\$ 5,937,005</b>	<b>\$ 5,780,842</b>	<b>0.56826</b>	<b>\$ 5,218,209</b>	<b>-9.73%</b>	<b>(562,633)</b>
less Bonds & Interest / Rev Recapture	0.12560	866,750	872,980	0.11450	864,000	910,344	0.00000	-	-100.00%	(910,344)
<b>P-TELL Totals</b>	<b>0.66743</b>	<b>\$ 4,774,797</b>	<b>\$ 4,638,958</b>	<b>0.61258</b>	<b>\$ 5,073,005</b>	<b>\$ 4,870,498</b>	<b>0.56826</b>	<b>\$ 5,218,209</b>	<b>7.14%</b>	<b>\$ 347,711</b>

## 2024 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

	<u>2022 Requested</u>		<u>2022 Extended</u>		<u>2023 Requested</u>		<u>2023 Extended</u>		<u>2024</u>	<u>% Change over</u>	<u>\$ Change over</u>				
									<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>				
City	\$	2,354,039	\$	2,358,436	City	\$	2,494,404	\$	2,526,063	City	\$	2,692,049	6.57%	\$	165,986
Library		1,041,921		907,802	Library		1,192,336		1,004,399	Library		1,060,187	5.55%		55,789
Police Pension		1,378,837		1,378,905	Police Pension		1,386,265		1,386,310	Police Pension		1,465,973	5.75%		79,663
City Debt Service		-		-	City Debt Service		-		-	City Debt Service		-	-		-
Library Debt Service		866,750		866,794	Library Debt Service		864,000		864,071	Library Debt Service		-	-100.00%		(864,071)
<b>Total</b>	<b>\$</b>	<b>5,641,547</b>	<b>\$</b>	<b>5,511,938</b>	<b>Total</b>	<b>\$</b>	<b>5,937,005</b>	<b>\$</b>	<b>5,780,842</b>	<b>Total</b>	<b>\$</b>	<b>5,218,209</b>	<b>-9.73%</b>	<b>\$</b>	<b>(562,633)</b>
less B&I / Rev Recapture		866,750		872,980	less B&I / Rev Recapture		864,000		910,344	less B&I / Rev Recapture		-	-100.00%		(910,344)
<b>PTELL Subtotal</b>	<b>\$</b>	<b>4,774,797</b>	<b>\$</b>	<b>4,638,958</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>5,073,005</b>	<b>\$</b>	<b>4,870,498</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>5,218,209</b>	<b>7.14%</b>	<b>\$</b>	<b>347,711</b>
<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$</i>	<i>3,732,876</i>	<i>\$</i>	<i>3,733,172</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$</i>	<i>3,880,669</i>	<i>\$</i>	<i>3,880,967</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$</i>	<i>4,158,022</i>	<i>7.14%</i>	<i>\$</i>	<i>277,055</i>
<i>Lib (excluding D/S &amp; Rev Rec)</i>		<i>1,041,921</i>		<i>905,786</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>		<i>1,192,336</i>		<i>989,531</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>		<i>1,060,187</i>	<i>7.14%</i>		<i>70,656</i>

**2024 Tax Levy - Estimated New Construction Increment Only**

*\*\* Based on original new construction EAV estimate of \$32,045,452 as of August 12, 2024 \*\**

**(Limiting Rate Applied to City & Library)**

	<u>2022 Rate Setting EAV</u>	<u>% Change over Prior Yr EAV</u>		<u>2023 Rate Setting EAV</u>	<u>% Change over Prior Yr EAV</u>		<u>2024 Estimated EAV</u>	<u>% Change over Prior Yr EAV</u>	<u>\$ Change</u>
Farm	\$ 3,936,704	11.71%	Farm	\$ 4,209,199	6.92%	Farm	\$ 4,597,420	9.22%	\$ 388,221
Residential	594,475,190	13.30%	Residential	687,120,031	15.58%	Residential	802,620,368	16.81%	115,500,337
Commercial	80,620,321	1.01%	Commercial	87,102,531	8.04%	Commercial	93,722,462	7.60%	6,619,931
Industrial	15,925,318	2.66%	Industrial	16,551,850	3.93%	Industrial	17,240,090	4.16%	688,240
State Railroad	90,328	16.36%	State Railroad	101,044	11.86%	State Railroad	101,044	0.00%	-
<b>Total</b>	<b>\$ 695,047,861</b>	<b>11.46%</b>	<b>Total</b>	<b>\$ 795,084,655</b>	<b>14.39%</b>	<b>Total</b>	<b>\$ 918,281,384</b>	<b>15.49%</b>	<b>\$ 123,196,729</b>

	<u>2022 Rate</u>	<u>2022 Levy Request</u>	<u>2022 Levy Extension</u>	<u>2023 Rate</u>	<u>2023 Levy Request</u>	<u>2023 Levy Extension</u>	<u>2024 Rate</u>	<u>2024 Levy Request</u>	<u>% Change over Prior Yr Ext.</u>	<u>\$ Change over Prior Yr Ext.</u>
Corporate	0.14168	\$ 984,723	\$ 984,744	0.12386	\$ 984,744	\$ 984,792	0.10724	\$ 984,792	0.00%	\$ 0
Bonds & Interest	0.00000	-	-	0.00000	-	-	0.00000	-	-	-
IMRF Pension	0.00000	-	-	0.00000	-	-	0.01089	100,000	-	100,000
Police Protection	0.16249	1,129,316	1,129,383	0.15969	1,269,660	1,269,671	0.13670	1,255,304	-1.13%	(14,367)
Police Pension	0.19839	1,378,837	1,378,905	0.17436	1,386,265	1,386,310	0.15964	1,465,973	5.75%	79,663
Audit	0.00432	30,000	30,026	0.00378	30,000	30,054	0.00327	30,000	-0.18%	(54)
Liability Insurance	0.00576	40,000	40,035	0.00504	40,000	40,072	0.00436	40,000	-0.18%	(72)
Social Security	0.02159	150,000	150,061	0.01887	150,000	150,032	0.01633	150,000	-0.02%	(32)
School Crossing Guard	0.00288	20,000	20,017	0.00252	20,000	20,036	0.00000	-	-100.00%	(20,036)
Unemployment Insurance	0.00000	-	-	0.00000	-	-	0.00000	-	0.00%	-
<b>Subtotal City (PTELL)</b>	<b>0.53711</b>	<b>\$ 3,732,876</b>	<b>\$ 3,733,172</b>	<b>0.48812</b>	<b>\$ 3,880,669</b>	<b>\$ 3,880,967</b>	<b>0.43844</b>	<b>\$ 4,026,069</b>	<b>3.74%</b>	<b>145,102</b>
Revenue Recapture	0.00060	-	4,170	0.00395	-	31,406	0.00000	-	-	(31,406)
<b>Total City</b>	<b>0.53771</b>	<b>\$ 3,732,876</b>	<b>\$ 3,737,342</b>	<b>0.49207</b>	<b>\$ 3,880,669</b>	<b>\$ 3,912,373</b>	<b>0.43844</b>	<b>\$ 4,026,069</b>	<b>2.91%</b>	<b>113,696</b>
Library Operations	0.13032	\$ 1,041,921	\$ 905,786	0.12446	\$ 1,192,336	\$ 989,531	0.11179	\$ 1,026,543	3.74%	\$ 37,012
Library Bonds & Interest	0.12471	866,750	866,794	0.10868	864,000	864,071	0.00000	-	-100.00%	(864,071)
Revenue Recapture	0.00029	-	2,016	0.00187	-	14,868	0.00000	-	-	(14,868)
<b>Total Library</b>	<b>0.25532</b>	<b>\$ 1,908,671</b>	<b>\$ 1,774,596</b>	<b>0.23500</b>	<b>\$ 2,056,336</b>	<b>\$ 1,868,469</b>	<b>0.11179</b>	<b>\$ 1,026,543</b>	<b>-45.06%</b>	<b>(841,926)</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.79303</b>	<b>\$ 5,641,547</b>	<b>\$ 5,511,938</b>	<b>0.72707</b>	<b>\$ 5,937,005</b>	<b>\$ 5,780,842</b>	<b>0.55022</b>	<b>\$ 5,052,612</b>	<b>-12.60%</b>	<b>(728,230)</b>
less Bonds & Interest / Rev Recapture	0.12560	866,750	872,980	0.11450	864,000	910,344	0.00000	-	-100.00%	(910,344)
<b>P-TELL Totals</b>	<b>0.66743</b>	<b>\$ 4,774,797</b>	<b>\$ 4,638,958</b>	<b>0.61258</b>	<b>\$ 5,073,005</b>	<b>\$ 4,870,498</b>	<b>0.55022</b>	<b>\$ 5,052,612</b>	<b>3.74%</b>	<b>\$ 182,114</b>

**2024 Tax Levy - Estimated New Construction Increment Only**

(Limiting Rate Applied to City & Library)

	<u>2022 Requested</u>	<u>2022 Extended</u>		<u>2023 Requested</u>	<u>2023 Extended</u>		<u>2024 Levy Request</u>	<u>% Change over Prior Yr Ext.</u>	<u>\$ Change over Prior Yr Ext.</u>
City	\$ 2,354,039	\$ 2,358,436	City	\$ 2,494,404	\$ 2,526,063	City	\$ 2,560,096	1.35%	\$ 34,033
Library	1,041,921	907,802	Library	1,192,336	1,004,399	Library	1,026,543	2.20%	22,145
Police Pension	1,378,837	1,378,905	Police Pension	1,386,265	1,386,310	Police Pension	1,465,973	5.75%	79,663
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	<u>866,750</u>	<u>866,794</u>	Library Debt Service	<u>864,000</u>	<u>864,071</u>	Library Debt Service	<u>-</u>	<u>-100.00%</u>	<u>(864,071)</u>
<b>Total</b>	<b>\$ 5,641,547</b>	<b>\$ 5,511,938</b>	<b>Total</b>	<b>\$ 5,937,005</b>	<b>\$ 5,780,842</b>	<b>Total</b>	<b>\$ 5,052,612</b>	<b>-12.60%</b>	<b>\$ (728,230)</b>
less B&I / Rev Recapture	<u>866,750</u>	<u>872,980</u>	less B&I / Rev Recapture	<u>864,000</u>	<u>910,344</u>	less B&I / Rev Recapture	<u>-</u>	<u>-100.00%</u>	<u>(910,344)</u>
<b>PTELL Subtotal</b>	<b>\$ 4,774,797</b>	<b>\$ 4,638,958</b>	<b>PTELL Subtotal</b>	<b>\$ 5,073,005</b>	<b>\$ 4,870,498</b>	<b>PTELL Subtotal</b>	<b>\$ 5,052,612</b>	<b>3.74%</b>	<b>\$ 182,114</b>
<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 3,732,876</i>	<i>\$ 3,733,172</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 3,880,669</i>	<i>\$ 3,880,967</i>	<i>City (excluding D/S &amp; Rev Rec)</i>	<i>\$ 4,026,069</i>	<i>3.74%</i>	<i>\$ 145,102</i>
<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,041,921</i>	<i>905,786</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,192,336</i>	<i>989,531</i>	<i>Lib (excluding D/S &amp; Rev Rec)</i>	<i>1,026,543</i>	<i>3.74%</i>	<i>37,012</i>

Illinois Dept. of Revenue  
History of CPI's Used for the PTELL  
01/31/2024

Exhibit D

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023
2022	296.797	6.5%	5.0%		2023	2024
2023	306.746	3.4%	3.4%		2024	2025



## Illinois Department of Revenue

### Property Tax Division

101 West Jefferson Street, MC 3-450

Springfield, Illinois 62702

Telephone: (217) 782-3016

Facsimile: (217) 782-9932

Exhibit D - continued

### **PTELL – CPI for 2024 Extensions - Property Taxes Payable 2025**

TO: County Assessors, Clerks and Tax Extenders in Counties Containing Taxing Districts Subject to the Property Tax Extension Limitation Law (PTELL)

FROM: Brad Kriener  
Property Tax Division

DATE: 1/12/24

SUBJECT: CPI Change for 2024 Extensions (for property taxes payable in 2025) for Taxing Districts Subject to PTELL

The Consumer Price Index (CPI) "cost of living" or inflation percentage to use in computing the 2024 extensions (taxes payable in 2025) under PTELL is 3.4%

Section 18-185 of the Property Tax Code defines CPI as "the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor." This index is sometimes referred to as CPI-U. Section 18-185 defines "extension limitation" and "debt service extension base" as "...the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the levy year..." (emphasis added).

For 2024 extensions (taxes payable in 2025), the CPI to be used for computing the extension limitation and debt service extension base is 3.4%. The CPI is measured from December 2022 to December 2023. The U.S. City Average CPI for December 2022 was 296.797 and 306.746 for December 2023. The CPI change is calculated by subtracting the 2022 CPI from the 2023 CPI. The amount is then divided by the 2022 CPI which results in 3.4% CPI.  $(306.746 - 296.797) / 296.797 = 3.4\%$ . The Statute indicates the lesser of 5% or the actual percentage increase, in this case 3.4% is the lesser amount.

Information on PTELL may be accessed through the department's web site at [www.tax.illinois.gov](http://www.tax.illinois.gov) under the "Property Tax" link and the "Property Tax Extension Limitation Law (PTELL)" link under the "General Information and Resources" heading.

If you have any questions concerning the change in the consumer price index (CPI), please contact us at [REV.PropertyTax@Illinois.gov](mailto:REV.PropertyTax@Illinois.gov).

# Tax Computation Report Kendall County

Exhibit E

**Taxing District** VCYV - CITY OF YORKVILLE

**Equalization Factor** 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	4,209,199	4,209,199
Residential	689,514,993	687,120,031
Commercial	92,184,473	87,102,531
Industrial	16,553,631	16,551,850
Mineral	0	0
State Railroad	101,044	101,044
Local Railroad	0	0
<b>County Total</b>	<b>802,563,340</b>	<b>795,084,655</b>
<b>Total + Overlap</b>	<b>802,563,340</b>	<b>795,084,655</b>

PTELL Values	
Annexation EAV	25,290
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2022)	3,733,172
Limiting Rate	0.51294
% of Burden	0.00%
TIF Increment	7,478,685
New Property	30,872,540
New Property (Overlap)	0
<b>Total New Property</b>	<b>30,872,540</b>

**Road and Bridge Transfer**

Road District	Fund	Amount Extended
TTBRRD - BRISTOL ROAD DISTRI	999	\$59,888.66
TTKERD - KENDALL ROAD DISTR	999	\$65,902.20
<b>Total</b>		<b>\$125,790.86</b>

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
** 001 CORPORATE	984,744	0.43750	0.123854	0.12386	\$984,791.85	1.00000	0.12386	0.00000	\$984,791.85	25.1713
003 BONDS & INTEREST	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 014 POLICE PROTECTION	1,269,660	0.60000	0.159689	0.15969	\$1,269,670.69	1.00000	0.15969	0.00000	\$1,269,670.69	32.4527
** 015 POLICE PENSION	1,386,265	0.00000	0.174354	0.17436	\$1,386,309.60	1.00000	0.17436	0.00000	\$1,386,309.60	35.4340
** 027 AUDIT	30,000	0.00000	0.003773	0.00378	\$30,054.20	1.00000	0.00378	0.00000	\$30,054.20	0.7682
** 035 LIABILITY INSURANCE	40,000	0.00000	0.005031	0.00504	\$40,072.27	1.00000	0.00504	0.00000	\$40,072.27	1.0242
** 047 SOC SEC	150,000	0.00000	0.018866	0.01887	\$150,032.47	1.00000	0.01887	0.00000	\$150,032.47	3.8348
** 048 SCHOOL CROSS GUARD	20,000	0.02000	0.002516	0.00252	\$20,036.13	1.00000	0.00252	0.00000	\$20,036.13	0.5121
200 REVENUE RECAPTURE	31,380	0.00000	0.003947	0.00395	\$31,405.84	1.00000	0.00395	0.00000	\$31,405.84	0.8027
** 999 ROAD & BRIDGE TRANSF	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
<b>Totals (Capped)</b>	<b>3,880,669</b>		<b>0.488083</b>	<b>0.48812</b>	<b>\$3,880,967.21</b>		<b>0.48812</b>	<b>0.00000</b>	<b>\$3,880,967.21</b>	<b>99.1973</b>
<b>Totals (Not Capped)</b>	<b>31,380</b>		<b>0.003947</b>	<b>0.00395</b>	<b>\$31,405.84</b>		<b>0.00395</b>	<b>0.00000</b>	<b>\$31,405.84</b>	<b>0.8027</b>
<b>Totals (All)</b>	<b>3,912,049</b>		<b>0.492030</b>	<b>0.49207</b>	<b>\$3,912,373.05</b>		<b>0.49207</b>	<b>0.00000</b>	<b>\$3,912,373.05</b>	<b>100.0000</b>

\*\* Subject to PTELL

I agree with the above figures

Signature

Taxing District VCYV - CITY OF YORKVILLE

Taxing Body

Title:

E-Mail Address:

Phone Number:

Fax Number:

Finance Director  
rfredrickson@yorkville.il.us  
630-553-8534  
630-553-7575

## Tax Computation Report Kendall County

Exhibit E - continued

**Taxing District** LYYV - YORKVILLE LIBRARY

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	4,183,909	4,183,909
Residential	689,514,993	687,120,031
Commercial	92,184,473	87,102,531
Industrial	16,553,631	16,551,850
Mineral	0	0
State Railroad	101,044	101,044
Local Railroad	0	0
<b>County Total</b>	<b>802,538,050</b>	<b>795,059,365</b>
<b>Total + Overlap</b>	<b>802,538,050</b>	<b>795,059,365</b>

PTELL Values	
Annexation EAV	0
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2022)	905,786
Limiting Rate	0.12446
% of Burden	0.00%
TIF Increment	7,478,685
New Property	30,872,540
New Property (Overlap)	0
<b>Total New Property</b>	<b>30,872,540</b>

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
003 BONDS & INTEREST	864,000	0.00000	0.108671	0.10868	\$864,070.52	1.00000	0.10868	0.00000	\$864,070.52	46.2449
** 016 LIBRARY	1,192,336	0.15000	0.149968	0.14997	\$1,192,350.53	0.82990	0.12446	0.00000	\$989,530.89	52.9594
200 REVENUE RECAPTURE	14,825	0.00000	0.001865	0.00187	\$14,867.61	1.00000	0.00187	0.00000	\$14,867.61	0.7957
<b>Totals (Capped)</b>	<b>1,192,336</b>		<b>0.149968</b>	<b>0.14997</b>	<b>\$1,192,350.53</b>		<b>0.12446</b>	<b>0.00000</b>	<b>\$989,530.89</b>	<b>52.9594</b>
<b>Totals (Not Capped)</b>	<b>878,825</b>		<b>0.110536</b>	<b>0.11055</b>	<b>\$878,938.13</b>		<b>0.11055</b>	<b>0.00000</b>	<b>\$878,938.13</b>	<b>47.0406</b>
<b>Totals (All)</b>	<b>2,071,161</b>		<b>0.260504</b>	<b>0.26052</b>	<b>\$2,071,288.66</b>		<b>0.23501</b>	<b>0.00000</b>	<b>\$1,868,469.02</b>	<b>100.0000</b>

\*\* Subject to PTELL

I agree with the above figures

Signature

Taxing District LYYV - YORKVILLE LIBRARY

Taxing Body

Title:

E-Mail Address:

Phone Number:

Fax Number:

Finance Director  
 rfredrickson@yorkville.il.us  
 630-553-8534  
 630-553-7575

# Actuarial Valuation

*City of Yorkville*

*Yorkville Police Pension Fund*

*As of May 1, 2024*

*For the Year Ending April 30, 2025*



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## Section 1 - Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of May 1, 2024 for the Yorkville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop a recommended minimum contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending April 30, 2025 are summarized in this overview section along with (for comparison) the results from the prior year.

<b>CONTRIBUTIONS</b>	<b>Item</b>	<b>Current Valuation as of 5/1/2024</b>	<b>Prior Year Valuation as of 5/1/2023</b>
<p><i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i></p> <p><i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i></p>	Contribution Required To Prevent Negative Funding	\$1,287,945 (41.0%)	\$1,255,842 (41.6%)
	Actuarially Determined Funding Policy Contribution	\$1,465,973 (46.7%)	\$1,386,265 (46.0%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,203,324 (38.3%)	\$1,133,770 (37.6%)
	<i>( ) amounts expressed as a percentage of payroll</i>		

<b>STATUTORY MINIMUM FUNDING COST ELEMENTS</b>	<b>Item</b>	<b>Current Valuation as of 5/1/2024</b>	<b>Prior Year Valuation as of 5/1/2023</b>
<p><i>Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. The absolute minimum statutory contribution is determined and separately provided by the Pension Board.</i></p>	Accrued Liability	\$ 28,327,590	\$ 26,818,436
	Market Value of Assets	\$ 16,897,571	\$ 15,011,047
	Actuarial (Smoothed) Value of Assets	\$ 17,378,743	\$ 16,068,738
	Normal Cost (employer)	\$ 460,878	\$ 428,947
	Amortization Amount	\$ 643,370	\$ 611,094
	Statutory Minimum Contribution	\$ 1,203,324	\$ 1,133,770

<b>FUNDING POLICY CONTRIBUTION COST ELEMENTS</b>	<b>Item</b>	<b>Current Valuation as of 5/1/2024</b>	<b>Prior Year Valuation as of 5/1/2023</b>
<p>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. 100% of the unfunded liability is amortized as a level percentage of pay on a closed basis over 16 years.</p>	Accrued Liability	\$ 29,391,468	\$ 27,875,658
	Market Value of Assets	\$ 16,897,571	\$ 15,011,047
	Actuarial (Smoothed) Value of Assets	\$ 17,378,743	\$ 16,068,738
	Normal Cost (employer)	\$ 397,454	\$ 381,712
	Amortization Amount	\$ 952,260	\$ 894,306
	Actuarially Determined Funding Policy Contribution	\$ 1,465,973	\$ 1,386,265

<b>AMOUNT REQUIRED TO AVOID NEGATIVE FUNDING</b>	<b>Item</b>	<b>Current Valuation as of 5/1/2024</b>	<b>Prior Year Valuation as of 5/1/2023</b>
<p>The statutory minimum contribution amortization amount is based upon a percentage of increasing payroll and, in the early years of funding, may not be sufficient to cover the interest cost on the unfunded liability. In order to avoid an increase in the unfunded liability (known as negative funding), the minimum amortization amount must be adjusted to be at least equal to the interest on the unfunded liability. The amount shown in the table as "Contribution to Avoid Negative Funding" provides for interest on 100% of the unfunded liability.</p>	Accrued Liability	\$ 29,391,468	\$ 27,875,658
	Market Value of Assets	\$ 16,897,571	\$ 15,011,047
	Actuarial (Smoothed) Value of Assets	\$ 17,378,743	\$ 16,068,738
	Normal Cost (employer)	\$ 397,454	\$ 381,712
	Amortization Amount	\$ 840,891	\$ 826,484
	Amount of Contribution Needed to Avoid Negative Funding	\$ 1,287,945	\$ 1,255,842

<b>FINANCIAL THUMBNAIL RATIOS</b>	<b>Tests</b>	<b>5/1/2024 Valuation</b>	<b>5/1/2023 Valuation</b>
<p>This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.</p> <p>Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.</p>	Liquidity Ratio (based upon year ended)	242%	141%
	Coverage Ratio (Market Value Assets)	57.49%	53.85%
	Annual Benefit Payments (expected)	\$ 1,151,062	\$ 1,123,199
	Annual Contributions (expected)		
	Members	\$ 311,122	\$ 298,939
	City	\$ 1,465,973	\$ 1,386,265

<b>PLAN MATURITY MEASURES</b>	<b>Tests</b>	<b>5/1/2024 Valuation</b>	<b>5/1/2023 Valuation</b>
<p><i>This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.</i></p> <p><i>The ratio of Market Value of Assets to Active Payroll is measure of volatility risk associated with asset losses. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of Accrued Liability to Payroll is a measure of the volatility risk associated with assumption or other changes in liabilities. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of retired life actuarial accrued liability to total actuarial accrued liability is a measure of the maturity of the Plan. A mature plan will have a ratio above 60%.</i></p> <p><i>The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.</i></p>	Ratio of Market Value of Assets to Active Participant Payroll is a measure of volatility risk associated with asset losses	5.38	4.98
	Ratio of Accrued Liability to Payroll is a measure of volatility risk associated with changes in assumptions	9.36	9.24
	Ratio of retired life Actuarial Accrued Liability to total Actuarial Accrued Liability	0.62	0.64
	Percentage of Contributions less Benefit Payments to Market Value of Assets	4.71%	5.08%
	Ratio of Benefit Payments to Contributions	0.59	0.57
	Support Ratio: Ratio of Active Participants to Retired Participants	1.65	1.57

<b>PARTICIPANT DATA SUMMARY</b>	<b>Item</b>	<b>Current Year Valuation as of 5/1/2024</b>			<b>Prior Year Valuation as of 5/1/2023</b>		
		<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
<p><i>The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.</i></p>	Active Members						
	Vested	12	5	17	12	3	15
	Non-Vested	<u>0</u>	<u>16</u>	<u>16</u>	<u>0</u>	<u>18</u>	<u>18</u>
	Total Active	12	21	33	12	21	33
	Terminated entitled to future benefits	3	3	6	4	4	8
	Retired	14	0	14	13	0	13
	Surviving Spouse	0	0	0	0	0	0
	Minor Dependent	0	0	0	0	0	0
	Disabled	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total	29	24	53	29	25	54

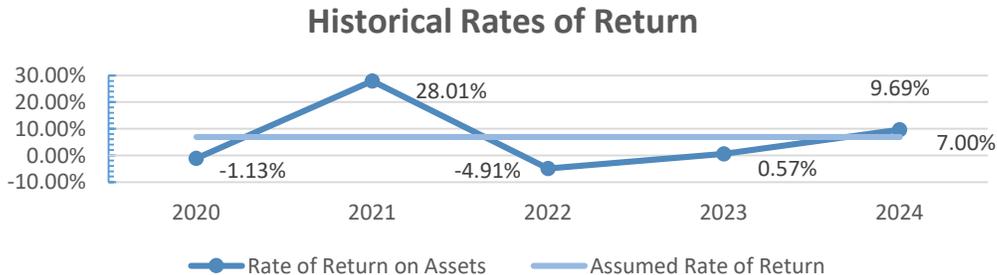
## SECTION 2 - VALUATION RESULTS

### Significant Events, Disclosure Risks and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

#### Asset Performance for yearend 4/30/2024

The approximate 9.69% return (not time weighted) on net assets was above the actuarial assumption of 7.00% in effect for the 2023/2024 year.



#### Gain and Loss Analysis

For the year ending 4/30/2024, the fund experienced an investment gain of \$409,151 on a Market Value basis as the actual investment return was above the 7.00% assumption in effect from the year. In addition, there was an experience loss on the Actuarial Accrued Liability of \$196,027 as the actual liability at 5/1/2024 increased by more than was expected based on the prior year participant census and actuarial valuation results.

#### Change in Assumptions

None

#### Funded Status

The funded ratio measurement presented in the Actuarial Valuation Report for the Fund is the ratio of the actuarial value of fund assets available for benefits compared to the actuarial accrued liability. By monitoring changes in the funding ratio each year, one can determine whether or not funding progress is being made. Please understand that:

- The funded ratio measurement is dependent upon the actuarial cost method which, in combination with the plan's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. Attainment of a funded status measurement in the Actuarial Valuation of 90% or 100% is not synonymous with no required future annual contributions. Even if the funded status attained is 100%, the plan would still require future normal cost contributions (i.e., contributions to cover the annual cost of the active membership accruing an additional year of service credit).

- The funded ratio measurement is a different result depending upon whether the market value of assets or the actuarial value of assets is used.

### Funded Percentages



#### Employer Contributions

The employer contribution is expected to be paid according to the funding policy, which exceeds the required statutory minimum amount. An additional funding contribution amount is included which determines the amount necessary to prevent negative funding.

Assuming the Funding Policy Contributions are received (and the actuarial assumptions are met) each year through 2040, the Fund’s funded ratio is projected to increase to 100% by 2040. If only the Minimum Statutory contributions are made, the Fund’s funded ratio would be projected to increase to 90% by 2040 and would require steeper contributions in years closer to 2040.

The ability of the fund to reach 100% is heavily dependent on the City contributing the Funding Policy Employer Contribution each and every year. Actuarial standards do not require the actuary to evaluate the ability of the City or other contributing entity to make such required contributions to the Fund when due. Such an evaluation is not within the actuary’s domain of expertise. Consequently, the actuary performed no such evaluation.

The articulated Funding Policy amortizes 100% the unfunded amount based upon a level percentage of pay. The statutory funding required amortization method develops dollar amounts which also increase as payroll increases. The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

#### Negative Funding

Since the Funding Policy percentage of payroll amortization (end of year) is greater than the negative funding amount, at this point, the dollar value of the interest on the unfunded liability is covered.

### *Pension Valuations and Risks*

Actuarial Standards of Practice (ASOP No. 51), states that the actuary should identify risks that, in the actuary’s professional judgment, may reasonably be anticipated to significantly affect future financial condition. Actuarial valuation results are developed based upon a single set of assumptions and a “snapshot” of the participant census and financial data as of the valuation date. The actuarial valuation represents an estimated forecast. The actual cost will be determined by the benefits and expenses paid, as they develop through the future experience of the participants and invested assets. There is a risk that emerging results may differ significantly as actual experience proves to be different from what is projected based on the current assumptions.

MWM has not been engaged to perform a detailed analysis of the potential range of the impact of risks relative to the Fund’s future financial condition but included below is a description of some of the funding related risks that could significantly affect the Fund.

- **Investment Risk** – Investment performance may create volatility in the funded status as well as future contributions. A gain or loss in asset value would directly affect the unfunded liability shortfall and funded status, either positively or negatively, depending upon whether the change is a gain or loss.
- **Longevity and Demographic Risk** – Longevity and other demographic risks are the possibility that actual demographic experience differs from the actuarial assumptions. For example, if participants live longer than projected by the mortality assumption, it will create an actuarial experience loss and increase liability.

### *Low-Default-Risk Obligation Measure*

The pension plan invests in a diversified portfolio with the objective of maximizing investment returns at a reasonable level of risk. The potential for investment returns to be different than expected is a key risk for the plan. Reducing the plan’s investment risk by investing solely in bonds, however, would also likely reduce the plan’s investment returns thereby increasing the amount of contributions needed over the long term.

The Low-Default-Risk Obligation Measure (LDROM) represents what the funding liability would be if the plan invested its assets solely in a portfolio of high-quality bonds whose cash flows approximately match future benefit payments. Consequently, the difference between the plan’s Actuarial Accrued Liability and the LDROM can be thought of as representing the expected taxpayer savings from investing in the plan’s diversified portfolio compared to investing only in high-quality bonds.

Item	5/1/2024 Valuation
Low-Default-Risk Obligation	\$ 36,659,675
Actuarial Accrued Liability	\$ 29,391,468

The LDROM helps understand the cost of investing in an all-bond portfolio and significantly lowering expected long-term investment returns. The funded status and Actuarially Determined Contributions are determined using the expected return on assets which reflects the actual investment portfolio. Benefit security for members of the plan relies on a combination of the assets in the plan, the investment returns generated on those assets, and the promise of future contributions from the plan sponsors.

Since the assets are not invested in an all-bond portfolio, the LDRM does not indicate the funding status or progress, nor provide information on necessary plan contributions or the security of participant benefits. The difference between the plan's Actuarial Accrued Liability and the LDRM can be thought of as representing the expected taxpayer savings from investing in the plan's diversified portfolio compared to investing only in high-quality bonds.

#### *Valuation Model*

MWM valuation results are developed using actuarial modeling software named "ProVal" which is licensed from Winklevoss technologies. This software is widely considered to be the premier actuarial valuation software and is licensed by many of the largest actuarial firms. The actuarial valuation model generates a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. The actuarial team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results.

**ACTUARIAL CERTIFICATION**

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of May 1, 2024 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution), under the assumptions detailed in this report. The absolute minimum statutory contribution is determined and separately provided by the Pension Board. The funding policy is selected by the City. The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / City, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

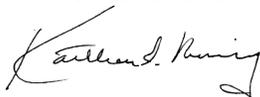
This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City of Yorkville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the City of Yorkville.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan’s funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City of Yorkville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP



Kathleen E Manning, FSA, EA, FCA, MAAA  
Managing Principal & Consulting Actuary



Kyle Bang, FSA, EA, FCA, MAAA  
Consulting Actuary

9/25/2024

Date

**SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS**

**Exhibit 1 - Statement of Market Value of Assets**

Item	Plan Year Ending	
	4/30/2024	4/30/2023
<b>1. Investments at Fair Value:</b>		
a. Cash and Cash Equivalents	\$ 51,183	\$ 122,680
b. Money Market Mutual Funds	0	1,875,442
c. Municipal and Corporate Bonds	0	0
d. Certificates of Deposit	0	0
e. US Government and Agency Bonds	0	0
f. Common and Preferred Stocks	0	0
g. Mutual Funds	0	0
h. Pooled Investment Accounts	16,846,388	13,010,562
i. Accrued Interest and Receivables	0	0
j. Other	0	2,363
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 16,897,571</u>	<u>\$ 15,011,047</u>
<b>2. Liabilities:</b>		
a. Expenses Payable	\$ 0	\$ 0
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 0</u>	<u>\$ 0</u>
<b>3. Net Market Value of Assets Available for Benefits: (1k – 2d)</b>	\$ 16,897,571	\$ 15,011,047

## Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	4/30/2024	4/30/2023
<b>Additions</b>		
Contributions		
Employer	\$ 1,378,837	\$ 1,334,771
Plan Member	362,223	381,767
Other	0	0
Total Contributions	\$ 1,741,060	\$ 1,716,538
Investment Income		
Realized and Unrealized Gains/(Losses)	\$ 0	\$ (300,567)
Interest	34,160	76,847
Dividends	0	81,607
Income from Investment Pools	1,450,787	259,113
Other Income	50	0
Investment Expenses	(10,647)	(33,837)
Net Investment Income	1,474,350	83,163
Total additions	\$ 3,215,410	\$ 1,799,701
<b>Deductions</b>		
Benefits	\$ 1,033,605	\$ 981,342
Refunds and Transfers	276,529	263,705
Administrative Expenses	18,752	26,932
Total deductions	\$ 1,328,886	\$ 1,271,979
Total increase (decrease)	\$ 1,886,524	\$ 527,722
<b>Net Market Value of Assets Available for Benefits:</b>		
Beginning of year	\$ 15,011,047	\$ 14,483,325
End of year	\$ 16,897,571	\$ 15,011,047

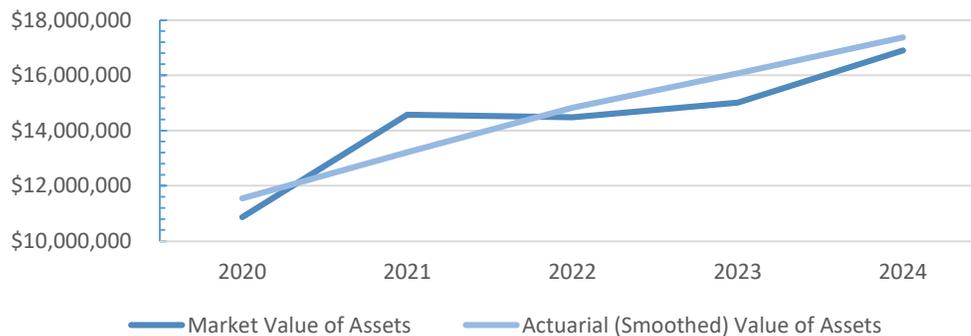
### Exhibit 3 - Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at May 1, 2024 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

<b>1. Expected Return on Assets</b>	
a. Market Value of Assets as of Beginning of Year	\$ 15,011,047
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	\$ 870,530
ii. Benefit Payments and Expenses (weighted 50%)	664,443
iii. Weighted net income (other than investment income) (i) – (ii)	206,087
c. Market Value adjusted for income and disbursements	\$ 15,217,134
<b>d. Expected Return on Assets at assumed rate of 7.00%</b>	<b>\$ 1,065,199</b>
<b>2. Actual Return on Assets for year</b>	
a. Market Value of Assets (Beginning of Year)	\$ 15,011,047
b. Income (less investment income)	1,741,060
c. Disbursements	1,328,886
d. Market Value of Assets (End of Year)	16,897,571
e. Actual Return on Assets (d) – (a) – (b) + (c)	1,474,350
<b>f. Investment Gain/(Loss) for year: 2(e) - 1(d)</b>	<b>\$ 409,151</b>
<b>3. Actuarial Value of Assets</b>	
a. Market Value of Assets as of End of Year	\$ 16,897,571
b. Deferred Investment gains/(losses)	
i. 80% of 2024 gain of \$409,151	(327,321)
ii. 60% of 2023 loss of \$(946,229)	567,737
iii. 40% of 2022 loss of \$(1,773,822)	709,529
iv. 20% of 2021 gain of \$2,343,866	(468,773)
v. Total	481,172
<b>c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(v)</b>	<b>\$ 17,378,743</b>

The chart below shows the comparison of smoothed to market assets over the past five years

#### Smoothed vs Market Assets



## Exhibit 4 - Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected Unit Credit funding method, requires the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability). In accordance with legislation enacted in 2020, the statutory minimum contribution for tax levy purposes as calculated and provided by the Pension Board will be the absolute minimum contribution amount. The calculation below is provided based upon the statutory requirements for the minimum and the assumptions summarized in Section 5 of this report.

### Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 5/1/2024	Projected Unit Credit (PUC) Normal Cost as of 5/1/2024	PUC Actuarial Accrued Liability as of 5/1/2024
<b>1. Active Officers:</b>			
a) Normal & Early Retirement	\$ 15,634,064	\$ 596,124	\$ 8,442,935
b) Vested Withdrawal	1,083,538	67,232	684,356
c) Pre-Retirement Death	168,478	9,700	96,991
d) Disability	<u>1,723,488</u>	<u>98,944</u>	<u>934,559</u>
e) Total Active Police Officers	\$ 18,609,568	\$ 772,000	\$ 10,158,841
<b>2. Inactive Police Officers and Survivors:</b>			
a) Normal Retirees	\$ 17,627,145		\$ 17,627,145
b) Widows (survivors)	0		0
c) Deferred Vested	541,604		541,604
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 18,168,749		\$ 18,168,749
<b>3. Total – All</b>	<b>\$ 36,778,317</b>		<b>\$ 28,327,590</b>

### Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	\$ 3,139,472
2. Normal Cost (net of employee/member contributions)	460,878
3. Employee Contributions (expected)	311,122
4. Funding Actuarial Liability	28,327,590
5. 90% of Funding Actuarial Liability	25,494,831
6. Actuarial Value of Assets (Exhibit 3)	17,378,743
7. Unfunded Actuarial Balance	8,116,088
8. Amortization of Unfunded Balance over 16 years as a level percentage of payroll	643,370
9. Interest on (2), (3) and (8)	99,076
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	<b>\$1,203,324 (38.3%)</b>

\*() amount as a percent of payroll

## Exhibit 5 - Determination of the Funding Policy Contribution

The Tax Levy amount based upon the articulated funding policy is the actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with 100% of the unfunded accrued liability amortized as a level percentage of payroll over the 16 years through FYE 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method,) plus the amortization payment. Also shown is the contribution amount necessary to prevent negative funding.

### Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 5/1/2024	Entry Age Normal Cost as of 5/1/2024	Entry Age Accrued Liability as of 5/1/2024
<b>1. Active Officers:</b>			
a) Normal & Early Retirement	\$ 15,634,064	\$ 523,435	\$ 10,232,148
b) Vested Withdrawal	1,083,538	69,033	338,197
c) Pre-Retirement Death	168,478	9,994	62,362
d) Disability	<u>1,723,488</u>	<u>106,114</u>	<u>590,012</u>
e) Total Active Police Officers	\$ 18,609,568	\$ 708,576	\$ 11,222,719
<b>2. Inactive Police Officers and Survivors:</b>			
a) Normal Retirees	\$ 17,627,145		\$ 17,627,145
b) Widows (survivors)	0		0
c) Deferred Vested	541,604		541,604
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 18,168,749		\$ 18,168,749
<b>3. Total – All</b>	<b>\$ 36,778,317</b>		<b>\$ 29,391,468</b>

### Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 397,454
2. Employee Contributions (expected)	311,122
3. Funding Actuarial Liability	29,391,468
4. 100% of Funding Actuarial Liability	29,391,468
5. Actuarial Value of Assets (Exhibit 3)	17,378,743
6. Unfunded Actuarial Balance	12,012,725
7. Amortization of Unfunded Balance over 16 years as a level percentage of payroll	952,260
8. Interest on (1), (2) and (7)	116,259
<b>9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)</b>	<b>\$1,465,973 (46.7%)</b>

### Exhibit 6 - Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 397,454
2. Employee Contributions (expected)	311,122
3. 100% of Funding Actuarial Liability	29,391,468
4. Actuarial Value of Assets (Exhibit 3)	17,378,743
5. Unfunded Actuarial Balance	12,012,725
6. Interest on Unfunded Liability	840,891
7. Interest on (1), (2)	49,600
<b>8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)</b>	<b>\$1,287,945 (41.0%)</b>

## Exhibit 7 - Summary of Participant Data as of May 1, 2024

### Participant Data

Item	As of 5/1/2024		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	12	5	17
Non-Vested	<u>0</u>	<u>16</u>	<u>16</u>
Total Actives	12	21	33
Terminated Members entitled to future benefits	3	3	6
Retired Members	14	0	14
Surviving Spouses	0	0	0
Minor Dependents	0	0	0
Disabled Participants	<u>0</u>	<u>0</u>	<u>0</u>
Total	29	24	53

### AGE AND SERVICE DISTRIBUTION AS OF MAY 1, 2024

#### Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	3									3
25 - 29	4	1								5
30 - 34	4	1	1							6
35 - 39	1	1	2	1						5
40 - 44				6						6
45 - 49			2	2	3					7
50 - 54										0
55 - 59	1									1
60 - 64										0
65 & Over										0
<b>Total</b>	<b>13</b>	<b>3</b>	<b>5</b>	<b>9</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>

Average Age: 37.4 years

Average Length of Service: 10.2 years

## SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

### *Definitions*

**Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011**

**Tier 2 – For Police Officers first entering Article 3 after December 31, 2010**

Police Officer (3-106): Any person appointed to the police force and sworn and commissioned to perform police duties.

Persons excluded from Fund (3-109): Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

Creditable Service (3-110): Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

### *Pension (3-111)*

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#### *Normal Pension Age*

**Tier 1** - Age 50 with 20 or more years of creditable service.

**Tier 2** - Age 55 with 10 or more years of creditable service.

#### *Normal Pension Amount*

**Tier 1** - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%).

**Tier 2** - 2½% of Final Average salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at \$106,800 increased yearly by the lesser of the Consumer Price Index- Urban (CPI-U) or 3%. The Salary cap for valuations beginning in 2024 is \$138,093.

Minimum Monthly Benefit: \$1,000

Maximum Benefit Percentage: 75% of salary

### ***Termination Retirement Pension***

**Tier 1** - Separation of service prior to meeting retirement eligibility after completion of at least 8 years of creditable service.

**Tier 2** - Separation of service prior to meeting retirement eligibility after completion of at least 10 years of creditable service.

### ***Termination Pension Amount***

**Tier 1** - Commencing at age 60 (or age 50 if at least 20 years of creditable service at termination), 2½% of annual salary held on the last day of service times years of creditable service.

**Tier 2** - Commencing at age 55 (or age 50 but with a penalty of ½% for each month prior to age 55), 2½% of Final Average Salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

### ***Pension Increase Non-Disabled***

**Tier 1** - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each January 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

**Tier 2** - The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

### ***Disabled***

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each January 1 thereafter.

### ***Pension to Survivors (3-112 )***

#### ***Death of Retired Member***

**Tier 1** - 100% of pension amount to surviving spouse (or dependent children).

**Tier 2** - 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

### ***Death While in Service (Not in line of duty)***

With 20 years of creditable service, the pension amount earned as of the date of death.

With less than 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

***Death in Line of Duty***

100% of the salary attached to the rank for the last day of service year prior to date of death.

***Minimum Survivor Pension***

\$1,000 per month to all surviving spouses.

***Disability Pension - Line of Duty (3-114.1)***

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***Eligibility***

Suspension or retirement from police service due to sickness, accident or injury while on duty.

***Pension***

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available. Minimum \$1,000 per month.

***Disability Pension - Not on Duty (3-114.2)***

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***Eligibility***

Suspension or retirement from police service for any cause other than while on duty.

***Pension***

50% of salary attached to rank at date of suspension or retirement. Minimum \$1,000 per month.

***Other Provisions***

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***Refund (3-124)***

At termination with less than 20 years of service, contributions are refunded upon request.

***Contributions by Police Officers (3-125.1)***

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.

***Actuarial Accrued Liability***

See ***Entry Age Normal Cost Method*** and ***Projected Unit Credit Cost Method***.

***Actuarial Assumptions***

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

***Actuarial Cost Method***

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method*.

***Actuarial Funding Method***

See *Actuarial Cost Method*

***Actuarial Gain (Loss)***

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss*. If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

***Actuarial Present Value***

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions*.

***Actuarial Value of Assets***

The asset value derived by using the plan's *Asset Valuation Method*.

***Asset Valuation Method***

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

***Employee Retirement Income Security Act of 1974 (ERISA)***

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

***Entry Age Normal Cost Method***

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability*.

## GLOSSARY (Continued)

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### ***Normal Cost***

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method*. See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method*. See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method*.

### ***Present Value of Future Normal Costs***

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method*, this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability*.

### ***Present Value of Projected Plan Benefits***

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

### ***Projected Unit Credit Cost Method***

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability*.

### ***Unfunded Actuarial Accrued Liability***

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets*.

## SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

### Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy																																																																																																																																																																																																
<b>Interest</b>	7.00% per annum	7.00% per annum																																																																																																																																																																																																
<b>Mortality</b>	<p>PubS-2010 base rates projected generationally with Scale MP2021.</p> <p>Rates (probability of death at each age) have been adjusted by a factor of 1.15 for healthy male retirees and female surviving spouses. Rates have been adjusted by a factor of 1.08 for disabled male retirees.</p>	<p>PubS-2010 base rates projected generationally with Scale MP2021.</p> <p>Rates (probability of death at each age) have been adjusted by a factor of 1.15 for healthy male retirees and female surviving spouses. Rates have been adjusted by a factor of 1.08 for disabled male retirees.</p>																																																																																																																																																																																																
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59	25.00%	70	100%																																																																																																																																																																																															
60	25.00%																																																																																																																																																																																																	

Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy
<b>Withdrawal</b>	Rates of termination are based upon service. Sample rates for selected years of service are: <u>Years of Service</u> 0      13.00% 5      4.50% 10      2.25% 15      1.25% 20      1.25%	Rates of termination are based upon service. Sample rates for selected years of service are: <u>Years of Service</u> 0      13.00% 5      4.50% 10      2.25% 15      1.25% 20      1.25%
<b>Disability</b>	Rates of disability are based upon age only. Sample rates for selected ages are: <u>Age</u> 25      0.03% 40      0.40% 50      0.68% 55      0.86%  <i>60% of disabilities are assumed to occur in the line of duty</i>	Rates of disability are based upon age only. Sample rates for selected ages are: <u>Age</u> 25      0.03% 40      0.40% 50      0.68% 55      0.86%  <i>60% of disabilities are assumed to occur in the line of duty</i>
<b>Salary Increase</b>	Graded by service (11.00% initially to ultimate rate of 3.50%)	Graded by service (11.00% initially to ultimate rate of 3.50%)
<b>Payroll Growth</b>	3.50% per annum	3.50% per annum
<b>Percentage Married</b>	80% are married, females are assumed to be 3 years younger	80% are married, females are assumed to be 3 years younger
<b>Asset Valuation Method</b>	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.
<b>Actuarial Cost Methods</b>	Projected Unit Credit Cost Method  This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.	Entry Age Normal Cost Method  This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 16 years on a closed basis as a level percentage of pay.

Actuarial Assumption	Low-Default-Risk Obligation Measure
<b>Interest</b>	The discount rate used for the Low-Default-Risk Obligation Measure (LDRM) is <b>5.55%</b> . This is the single equivalent rate produced when discounting the expected future benefit payments to plan participants using yields derived from investment grade bonds as published in the FTSE Pension Discount Curve as of April 30, 2024.
<b>Actuarial Cost Method</b>	Entry Age Normal Cost Method
<b>Other Assumptions</b>	All other actuarial assumptions are identical to those used in calculating the Actuarial Accrued Liability for the Funding Policy contribution amount.



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 – October 8, 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: CC – 9/24/24      Action Taken: This agenda item moved forward to the 9/24/24 City Council meeting but was tabled to 10/8/24.  
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:**

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# 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)

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## **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 – 2<sup>nd</sup> 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.

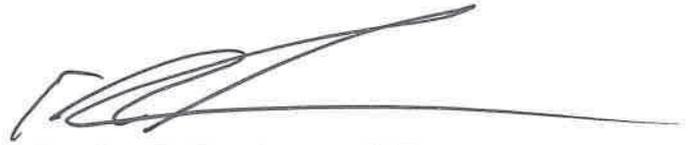
**Engineer's Opinion of Probable Decommissioning Costs**

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





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 – 1<sup>st</sup> 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*

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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



**GALENA RD & IL-47 (N. BRIDGE ST)  
ROB ROY CREEK  
FLOODPLAIN EXHIBIT**



DATE: SEPTEMBER 2020  
PROJECT NO: Y00002  
BY: MUT  
PATH: H:\ENGINEERING\DESIGN  
FILE: GALENA RD & IL-47 (N. BRIDGE ST) FLOODPLAIN EXHIBIT

NO.	DATE	REVISIONS

**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560  
630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)





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 – 1<sup>st</sup> 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.

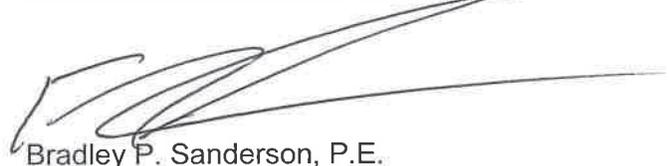
**Engineer's Opinion of Probable Decommissioning Costs**

- 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)  
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TNP, PGW2, EEI (Via e-mail)

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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 – 2<sup>nd</sup> 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.

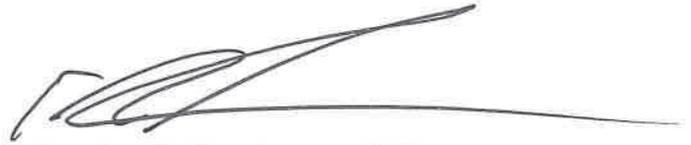
**Engineer's Opinion of Probable Decommissioning Costs**

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





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  
YORKVILLE, IL 60560  
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

1230 E. DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (303) 825-7100  
E: MKKEITH@ATWELL-GRUPP.COM  
CONTACT: MICHAEL KEITH, P.E.

#### GOVERNING AGENCIES CONTACTS

**PLANNING - ZONING - LANDSCAPE - SIGNAGE**  
JASON ENGBERG  
PLANNING & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8855  
E: JENGBERG@YORKVILLE.IL.US

#### ENGINEERING

BRADLEY SANDERSON  
ENGINEER  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 466-6720  
E: BSANDERSON@EIEWEB.COM

#### BUILDING

VIC KALE  
BUILDING SAFETY & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8849  
E: PRATDS@YORKVILLE.IL.US



Call before you dig.

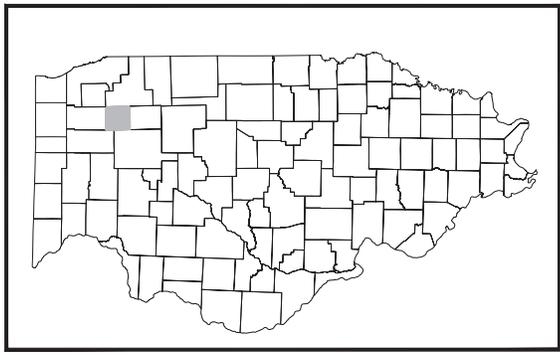
NOTICE: THE LOCATION OF UTILITIES IS NOT GUARANTEED BY THE CITY OF YORKVILLE. THE CITY OF YORKVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONS OR PROPERTY CAUSED BY ANY WORK DONE WITHOUT CALLING 811. THE CITY OF YORKVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONS OR PROPERTY CAUSED BY ANY WORK DONE WITHOUT CALLING 811.

#### SHEET INDEX

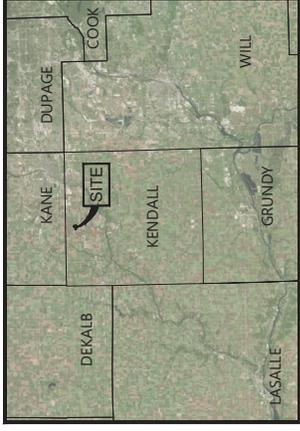
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND DETAILS
- C-201 SITE LAYOUT PLAN
- C-300 GRADING AND STORMWATER PLAN
- C-400 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

#### 9-1-1 ADDRESS

TED



ILLINOIS  
NOT TO SCALE



KENDALL COUNTY  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE



101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com



1245 EAST OAK ROAD, SUITE 100  
YORKVILLE, ILLINOIS 60560  
PHONE: (630) 466-6720  
FAX: (630) 466-6720  
WWW.ATWELL-GRUPP.COM

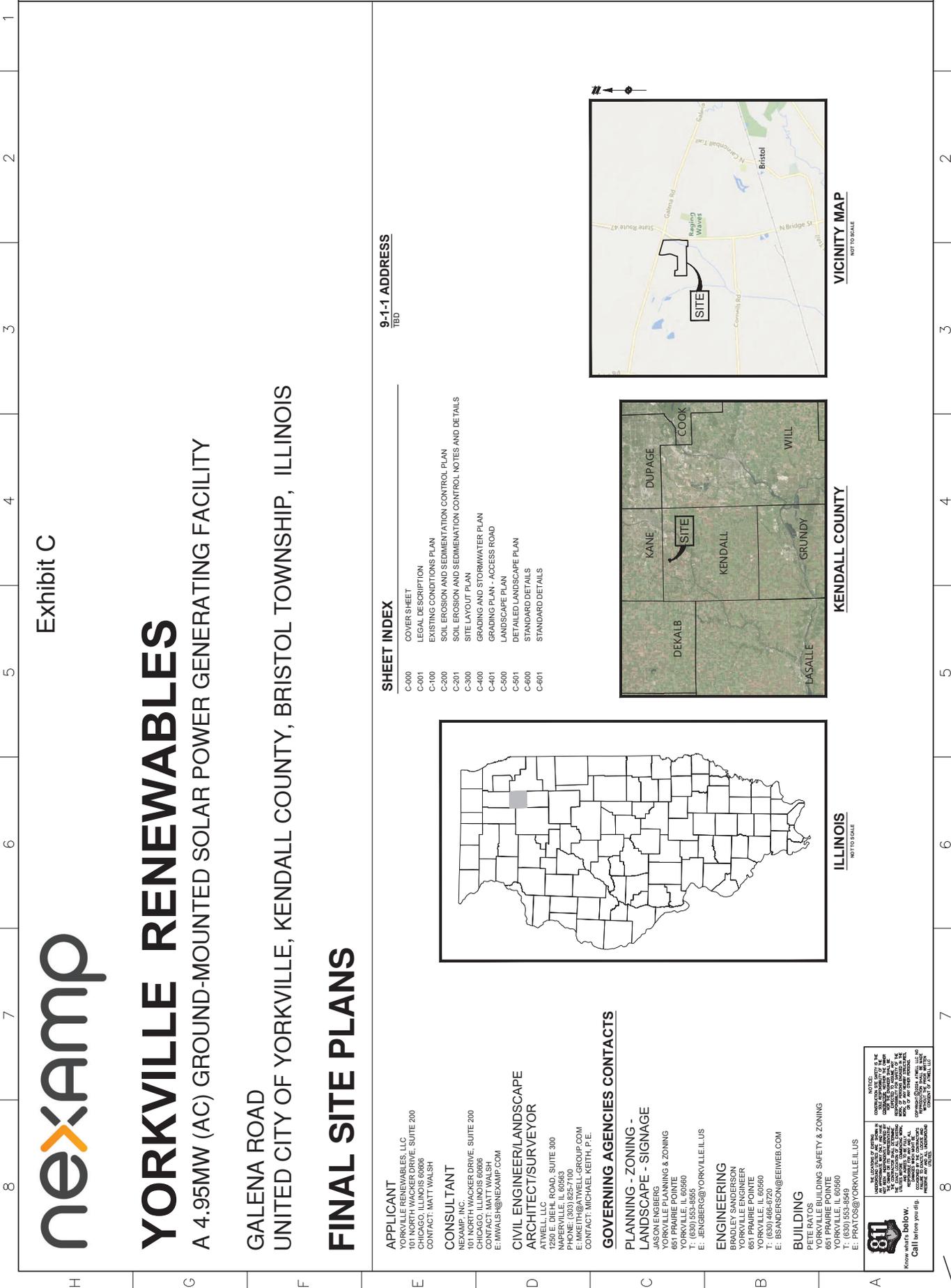


Project: YORKVILLE RENEWABLES  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

COVER SHEET  
NOT FOR CONSTRUCTION

Scale: As Noted  
Approved by: MBK

Sheet No: C-000  
Sheet Rev: D











Drawn by: LEH  
Scale as Noted  
Approved by: MBK

**NOT FOR CONSTRUCTION**

**YORKVILLE RENEWABLES**

GALENA ROAD

YORKVILLE, ILLINOIS 60152

Project

Sheet No. Size D  
**C-300**

Sheet Title  
**D**

Scale as Noted  
Approved by: MBK

Drawn by: LEH

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

Scale in Feet  
0 150 300 450 750

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING WATERCOURSE
- PROPOSED FENCE
- PROPOSED SETBACK LINE
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-400
- PROPOSED FLOOD ZONE AE
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED SIGN
- LIMIT OF DISTURBANCE

**SITE DATA**

02-05-000-005 & 02-06-200-000  
CITY OF YORKVILLE (DEVELOPMENT)  
AGRICULTURAL  
3.203 ACRES  
3.203 ACRES  
LOCATION OF FLOODWAY AND FLOOD ZONE AE PER GALENA RD & 307 ACCESS ROAD, SEE DETAIL SHEET C-400. FLOODWAY ELEVATION IS BETWEEN 648 AND 646.  
FLOOD HAZARD

**SCALAR ZONING BASIS**

1000' R-1  
100' R-1  
100' R-1  
100' R-1  
100' R-1

**FRONT (NORTH)**  
148.47(PANEL)/136.5(VEHICLE)  
100' R-1  
100' R-1  
100' R-1  
100' R-1

**REAR (WEST)**  
148.47(PANEL)/136.5(VEHICLE)  
100' R-1  
100' R-1  
100' R-1  
100' R-1

**SIDE AND REAR YARDS REQUIRED SETBACKS (FT) (50) FEET FROM NONRESIDENTIAL PROPERTY LINES AND 10 FEET FROM RESIDENTIAL PROPERTY LINES. SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE SETBACK WALLS. SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE SETBACK WALLS. SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE SETBACK WALLS.**

**GENERAL NOTES**

- THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR PERMITS AND NOTICES AS REQUIRED BY THE CITY OF YORKVILLE AND COORDINATE WITH THE ENGINEER AND ALL AGENCIES ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION ACTIVITIES.
- LIMIT OF WORK SHALL BE AS INDICATED ON DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES FROM THE CITY OF YORKVILLE AND COORDINATE WITH THE ENGINEER AND ALL AGENCIES ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER.
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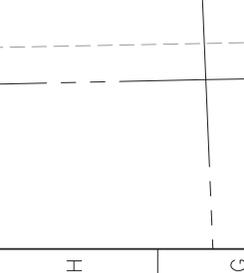
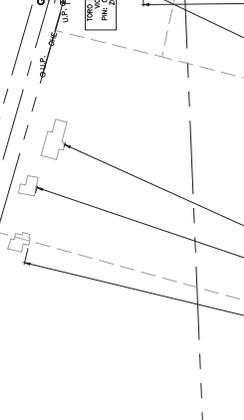
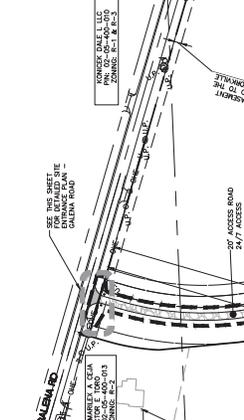
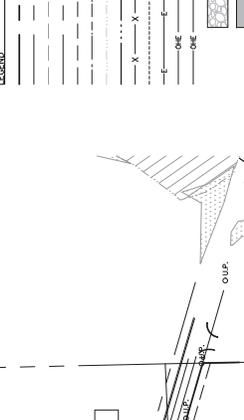
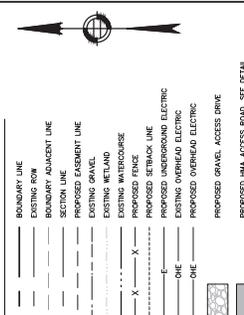
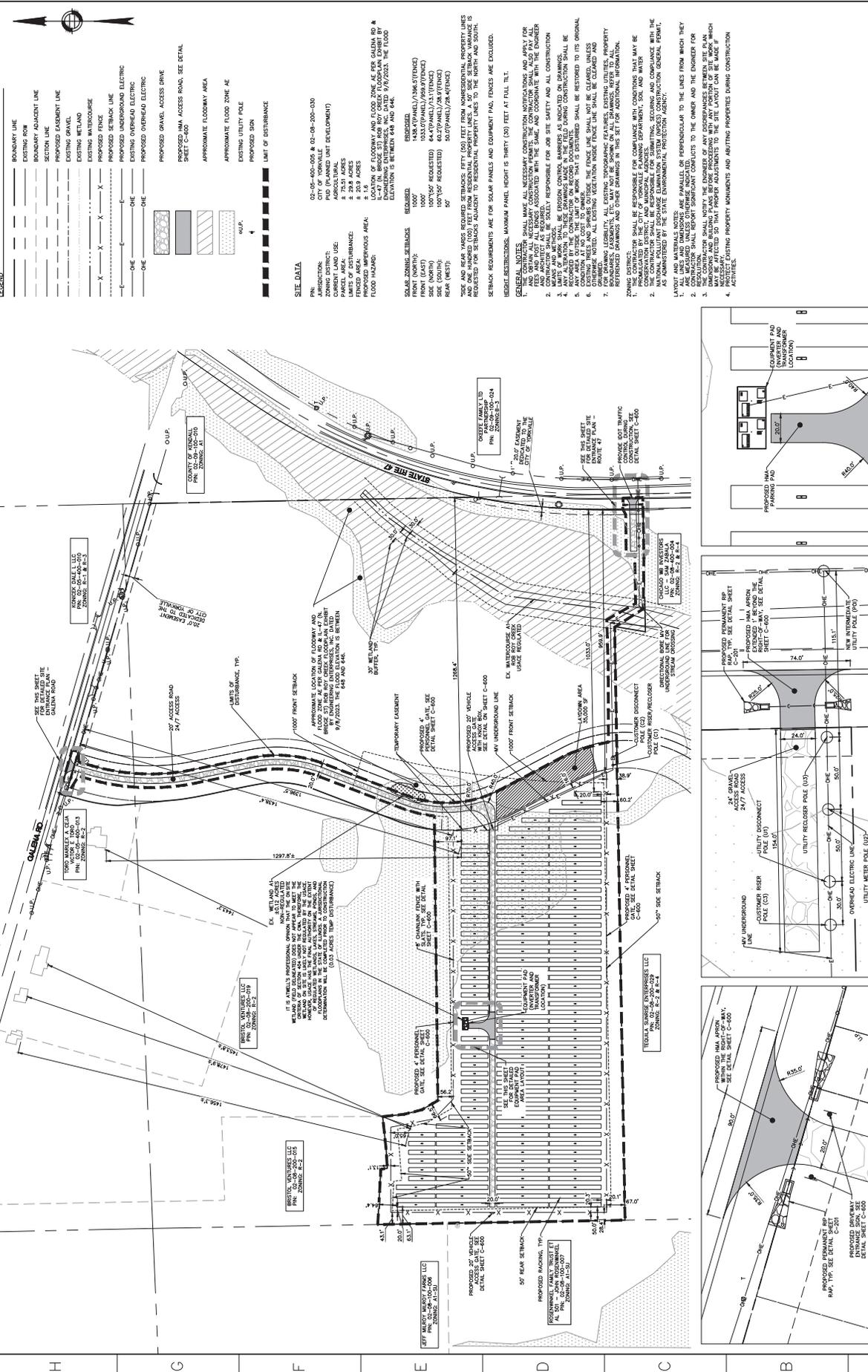
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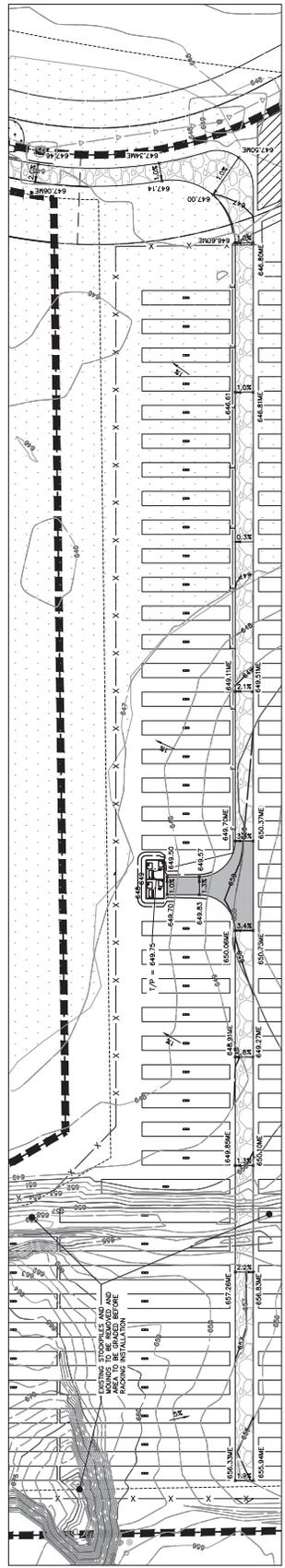
- PROPOSED PERMANENT SIGN SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE IMPOSED BY THE CITY OF YORKVILLE PLANNING DEPARTMENT, SIGN AND WATER.
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**UTILITY AND MATERIAL NOTES**

- EXISTING UNDERGROUND UTILITIES SHALL BE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE DERIVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES FROM THE CITY OF YORKVILLE AND COORDINATE WITH THE ENGINEER AND ALL AGENCIES ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER.
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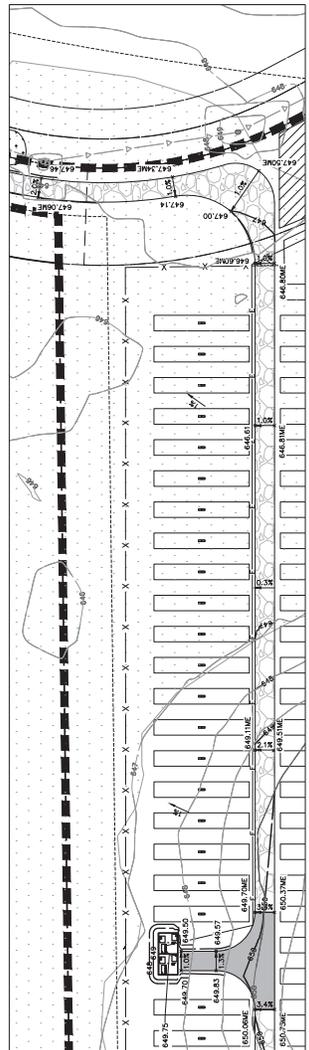
**PROTECT EXISTING PROPERTY MONUMENTS AND ADJUTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.**





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APPROXIMATE LOCATION OF FLOODING AND FLOOD ZONE ARE NOT ORDERED. FLOODPLAIN (ENHANCED BY 5') ZONE ARE NOT ORDERED. FLOODPLAIN (ENHANCED BY 5') ZONE ARE NOT ORDERED. FLOODPLAIN (ENHANCED BY 5') ZONE ARE NOT ORDERED.



YORKVILLE RENEWABLES  
GALENNA ROAD  
YORKVILLE, ILLINOIS 60512

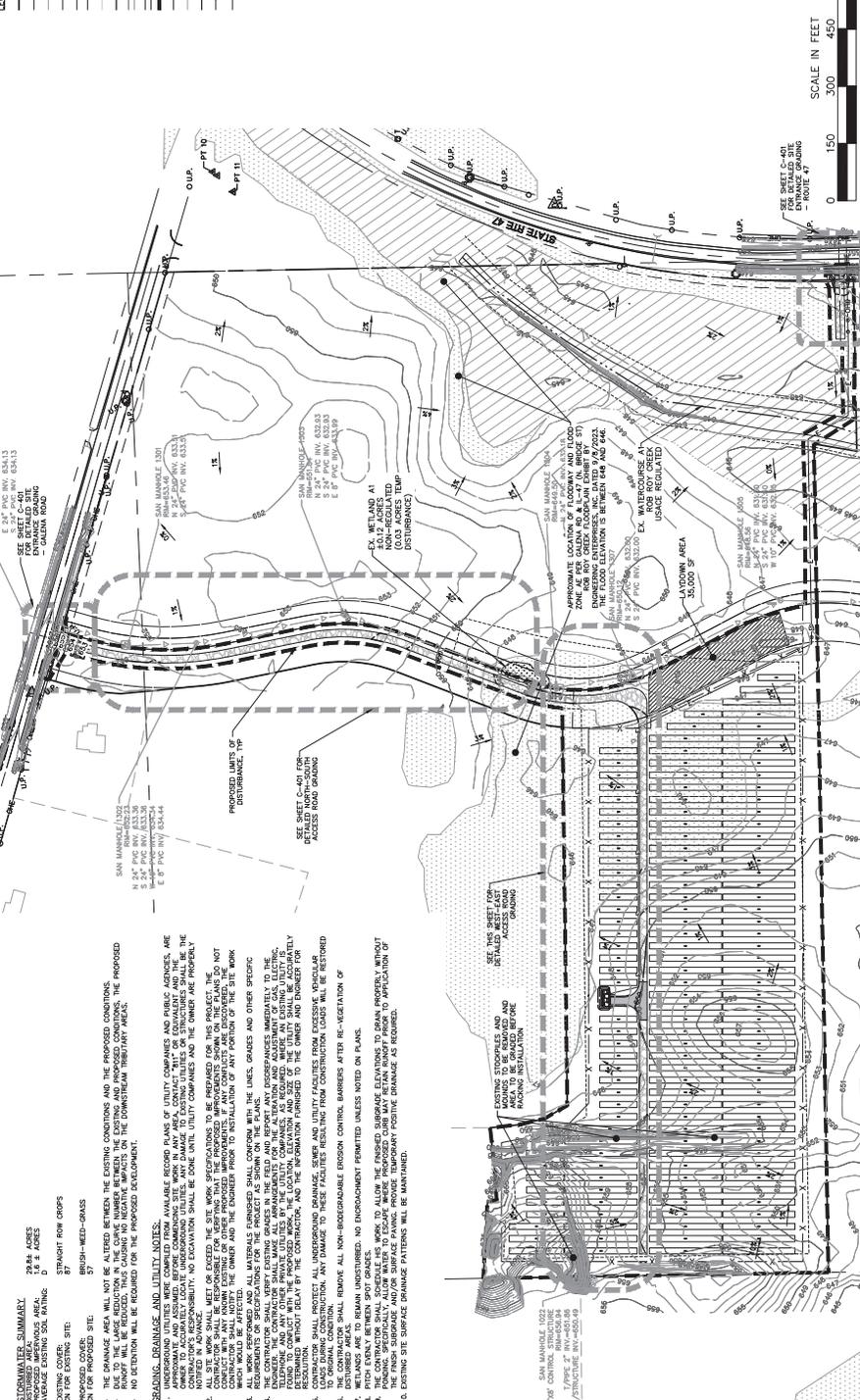
GRADING AND STORMWATER PLAN  
NOT FOR CONSTRUCTION  
Scale: As Noted Approved by MRK  
Drawing Title: C-400 D  
Sheet No.: Sheet D

Revision table with columns: Rev, Issued For, Date. Rows A through D detailing permit sets and revisions.



101 Summer Street, 2nd Fl., Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: atwell.com  
DESIGN FROM 104-000000  
KAYVILLE, ILLINOIS

- LEGEND: BOUNDARY LINE, EXISTING ROW, SECTION LINE, PROPOSED ADJACENT LINE, EXISTING GRAVEL, EXISTING METALD, EXISTING WATERCOURSE, EXISTING CONTOUR, LIMITS OF DISTURBANCE, PROPOSED FENCE, EXISTING SANITARY SEWER, PROPOSED STORM SEWER, PROPOSED OVERHEAD ELECTRIC, PROPOSED GRAVEL ACCESS DRIVE, PROPOSED ASPHALT ACCESS ROAD, SEE DETAIL SHEET C-400, APPROXIMATE FLOODWAY AREA, APPROXIMATE FLOOD ZONE AE, EXISTING UTILITY POLE, PROPOSED END SECTION.



- STORMWATER SUMMARY: 79,84 ACRES, 1.6 ACRES, PROPOSED IMPERVIOUS AREA, EXISTING EXISTING SOIL SITING, EXISTING EXISTING SITE, PROPOSED COVERED SITE, BRUSH-MEED-GRASS, STRAIGHT ROW CORPS.
- DESIGNS: DESIGNER: ATWELL, INC. (L1); L1: ATWELL, INC. (L1); L2: ATWELL, INC. (L1); L3: ATWELL, INC. (L1); L4: ATWELL, INC. (L1); L5: ATWELL, INC. (L1); L6: ATWELL, INC. (L1); L7: ATWELL, INC. (L1); L8: ATWELL, INC. (L1); L9: ATWELL, INC. (L1); L10: ATWELL, INC. (L1).

101 Summer Street, 2nd Fl., Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: atwell.com  
DESIGN FROM 104-000000  
KAYVILLE, ILLINOIS



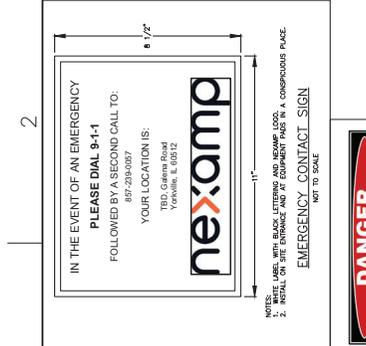
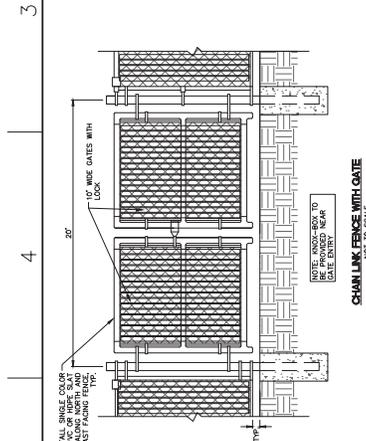
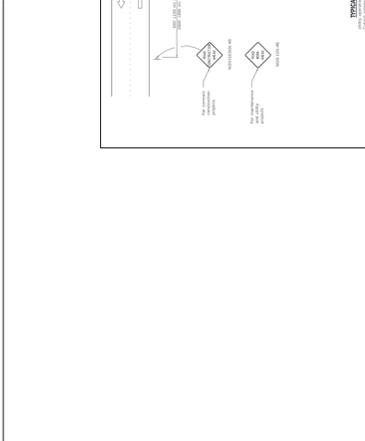
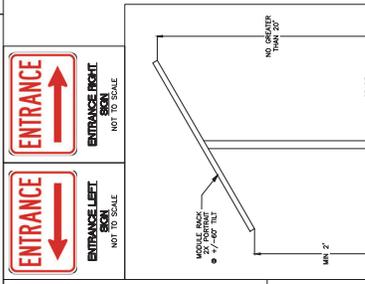
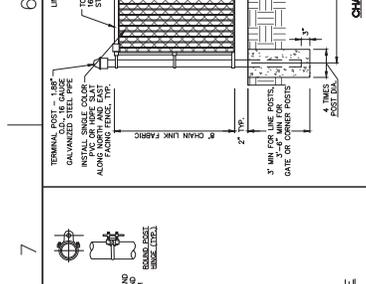
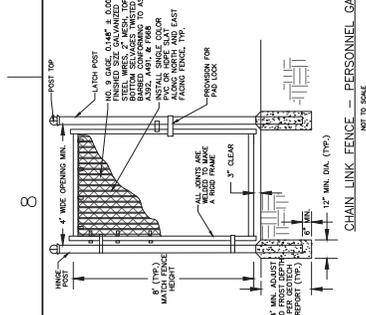
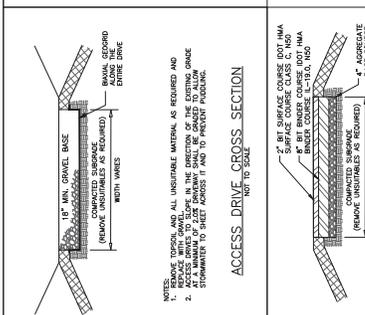
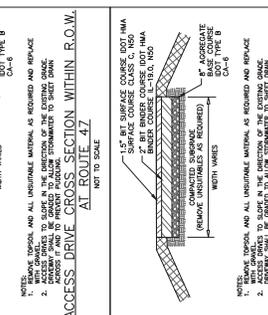






**NOTICES:**  
 1. THE LOCATION OF COPIES OF THIS DRAWING MAY BE FOUND AT THE PROJECT OFFICE AND AT THE PROJECT SITE. THE PROJECT OFFICE IS LOCATED AT 101 SUMMER STREET, 2ND FLOOR, BOSTON, MA 02110. THE PROJECT SITE IS LOCATED AT 6000 GALENA ROAD, YORKVILLE, ILLINOIS 60552.  
 2. THE DRAWING IS THE PROPERTY OF NEXAMP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NEXAMP, INC.  
 3. CALL BEFORE YOU DIG.

Call before you dig



REV	ISSUED FOR	DATE
A	PERMIT SET	4/12/24
B	PERMIT SET	6/2/24
C	PERMIT SET	6/11/24
D	REV. PER. CITY OF YORKVILLE	8/15/24

**ATWELL**  
 DESIGN TEAM #14-00889

101 Summer Street, 2nd Flr, Boston, MA 02110  
 TEL: (617) 431-1440 FAX: (978) 416-2525 Web: nexamp.com

**STANDARD DETAILS**  
 Scale as Noted Approved by MBK

**NOT FOR CONSTRUCTION**

**C-600**  
 Sheet No. Size D

**YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

Project: YORKVILLE RENEWABLES

Drawn by: LEH  
 Checked by: [blank]  
 Date: [blank]

**CONCRETE DIM SECTION FOR PIPE CULVERTS 18" TO 30" DIA. OF PIPE (MIN. 18" DIA.)**

SECTION	DESCRIPTION	REMARKS
1	18" DIA. PIPE	18" DIA. PIPE
2	24" DIA. PIPE	24" DIA. PIPE
3	30" DIA. PIPE	30" DIA. PIPE
4	36" DIA. PIPE	36" DIA. PIPE
5	42" DIA. PIPE	42" DIA. PIPE
6	48" DIA. PIPE	48" DIA. PIPE
7	54" DIA. PIPE	54" DIA. PIPE
8	60" DIA. PIPE	60" DIA. PIPE
9	66" DIA. PIPE	66" DIA. PIPE
10	72" DIA. PIPE	72" DIA. PIPE
11	78" DIA. PIPE	78" DIA. PIPE
12	84" DIA. PIPE	84" DIA. PIPE
13	90" DIA. PIPE	90" DIA. PIPE
14	96" DIA. PIPE	96" DIA. PIPE
15	102" DIA. PIPE	102" DIA. PIPE
16	108" DIA. PIPE	108" DIA. PIPE
17	114" DIA. PIPE	114" DIA. PIPE
18	120" DIA. PIPE	120" DIA. PIPE
19	126" DIA. PIPE	126" DIA. PIPE
20	132" DIA. PIPE	132" DIA. PIPE
21	138" DIA. PIPE	138" DIA. PIPE
22	144" DIA. PIPE	144" DIA. PIPE
23	150" DIA. PIPE	150" DIA. PIPE
24	156" DIA. PIPE	156" DIA. PIPE
25	162" DIA. PIPE	162" DIA. PIPE
26	168" DIA. PIPE	168" DIA. PIPE
27	174" DIA. PIPE	174" DIA. PIPE
28	180" DIA. PIPE	180" DIA. PIPE
29	186" DIA. PIPE	186" DIA. PIPE
30	192" DIA. PIPE	192" DIA. PIPE
31	198" DIA. PIPE	198" DIA. PIPE
32	204" DIA. PIPE	204" DIA. PIPE
33	210" DIA. PIPE	210" DIA. PIPE
34	216" DIA. PIPE	216" DIA. PIPE
35	222" DIA. PIPE	222" DIA. PIPE
36	228" DIA. PIPE	228" DIA. PIPE
37	234" DIA. PIPE	234" DIA. PIPE
38	240" DIA. PIPE	240" DIA. PIPE
39	246" DIA. PIPE	246" DIA. PIPE
40	252" DIA. PIPE	252" DIA. PIPE
41	258" DIA. PIPE	258" DIA. PIPE
42	264" DIA. PIPE	264" DIA. PIPE
43	270" DIA. PIPE	270" DIA. PIPE
44	276" DIA. PIPE	276" DIA. PIPE
45	282" DIA. PIPE	282" DIA. PIPE
46	288" DIA. PIPE	288" DIA. PIPE
47	294" DIA. PIPE	294" DIA. PIPE
48	300" DIA. PIPE	300" DIA. PIPE
49	306" DIA. PIPE	306" DIA. PIPE
50	312" DIA. PIPE	312" DIA. PIPE
51	318" DIA. PIPE	318" DIA. PIPE
52	324" DIA. PIPE	324" DIA. PIPE
53	330" DIA. PIPE	330" DIA. PIPE
54	336" DIA. PIPE	336" DIA. PIPE
55	342" DIA. PIPE	342" DIA. PIPE
56	348" DIA. PIPE	348" DIA. PIPE
57	354" DIA. PIPE	354" DIA. PIPE
58	360" DIA. PIPE	360" DIA. PIPE
59	366" DIA. PIPE	366" DIA. PIPE
60	372" DIA. PIPE	372" DIA. PIPE
61	378" DIA. PIPE	378" DIA. PIPE
62	384" DIA. PIPE	384" DIA. PIPE
63	390" DIA. PIPE	390" DIA. PIPE
64	396" DIA. PIPE	396" DIA. PIPE
65	402" DIA. PIPE	402" DIA. PIPE
66	408" DIA. PIPE	408" DIA. PIPE
67	414" DIA. PIPE	414" DIA. PIPE
68	420" DIA. PIPE	420" DIA. PIPE
69	426" DIA. PIPE	426" DIA. PIPE
70	432" DIA. PIPE	432" DIA. PIPE
71	438" DIA. PIPE	438" DIA. PIPE
72	444" DIA. PIPE	444" DIA. PIPE
73	450" DIA. PIPE	450" DIA. PIPE
74	456" DIA. PIPE	456" DIA. PIPE
75	462" DIA. PIPE	462" DIA. PIPE
76	468" DIA. PIPE	468" DIA. PIPE
77	474" DIA. PIPE	474" DIA. PIPE
78	480" DIA. PIPE	480" DIA. PIPE
79	486" DIA. PIPE	486" DIA. PIPE
80	492" DIA. PIPE	492" DIA. PIPE
81	498" DIA. PIPE	498" DIA. PIPE
82	504" DIA. PIPE	504" DIA. PIPE
83	510" DIA. PIPE	510" DIA. PIPE
84	516" DIA. PIPE	516" DIA. PIPE
85	522" DIA. PIPE	522" DIA. PIPE
86	528" DIA. PIPE	528" DIA. PIPE
87	534" DIA. PIPE	534" DIA. PIPE
88	540" DIA. PIPE	540" DIA. PIPE
89	546" DIA. PIPE	546" DIA. PIPE
90	552" DIA. PIPE	552" DIA. PIPE
91	558" DIA. PIPE	558" DIA. PIPE
92	564" DIA. PIPE	564" DIA. PIPE
93	570" DIA. PIPE	570" DIA. PIPE
94	576" DIA. PIPE	576" DIA. PIPE
95	582" DIA. PIPE	582" DIA. PIPE
96	588" DIA. PIPE	588" DIA. PIPE
97	594" DIA. PIPE	594" DIA. PIPE
98	600" DIA. PIPE	600" DIA. PIPE
99	606" DIA. PIPE	606" DIA. PIPE
100	612" DIA. PIPE	612" DIA. PIPE
101	618" DIA. PIPE	618" DIA. PIPE
102	624" DIA. PIPE	624" DIA. PIPE
103	630" DIA. PIPE	630" DIA. PIPE
104	636" DIA. PIPE	636" DIA. PIPE
105	642" DIA. PIPE	642" DIA. PIPE
106	648" DIA. PIPE	648" DIA. PIPE
107	654" DIA. PIPE	654" DIA. PIPE
108	660" DIA. PIPE	660" DIA. PIPE
109	666" DIA. PIPE	666" DIA. PIPE
110	672" DIA. PIPE	672" DIA. PIPE
111	678" DIA. PIPE	678" DIA. PIPE
112	684" DIA. PIPE	684" DIA. PIPE
113	690" DIA. PIPE	690" DIA. PIPE
114	696" DIA. PIPE	696" DIA. PIPE
115	702" DIA. PIPE	702" DIA. PIPE
116	708" DIA. PIPE	708" DIA. PIPE
117	714" DIA. PIPE	714" DIA. PIPE
118	720" DIA. PIPE	720" DIA. PIPE
119	726" DIA. PIPE	726" DIA. PIPE
120	732" DIA. PIPE	732" DIA. PIPE
121	738" DIA. PIPE	738" DIA. PIPE
122	744" DIA. PIPE	744" DIA. PIPE
123	750" DIA. PIPE	750" DIA. PIPE
124	756" DIA. PIPE	756" DIA. PIPE
125	762" DIA. PIPE	762" DIA. PIPE
126	768" DIA. PIPE	768" DIA. PIPE
127	774" DIA. PIPE	774" DIA. PIPE
128	780" DIA. PIPE	780" DIA. PIPE
129	786" DIA. PIPE	786" DIA. PIPE
130	792" DIA. PIPE	792" DIA. PIPE
131	798" DIA. PIPE	798" DIA. PIPE
132	804" DIA. PIPE	804" DIA. PIPE
133	810" DIA. PIPE	810" DIA. PIPE
134	816" DIA. PIPE	816" DIA. PIPE
135	822" DIA. PIPE	822" DIA. PIPE
136	828" DIA. PIPE	828" DIA. PIPE
137	834" DIA. PIPE	834" DIA. PIPE
138	840" DIA. PIPE	840" DIA. PIPE
139	846" DIA. PIPE	846" DIA. PIPE
140	852" DIA. PIPE	852" DIA. PIPE
141	858" DIA. PIPE	858" DIA. PIPE
142	864" DIA. PIPE	864" DIA. PIPE
143	870" DIA. PIPE	870" DIA. PIPE
144	876" DIA. PIPE	876" DIA. PIPE
145	882" DIA. PIPE	882" DIA. PIPE
146	888" DIA. PIPE	888" DIA. PIPE
147	894" DIA. PIPE	894" DIA. PIPE
148	900" DIA. PIPE	900" DIA. PIPE
149	906" DIA. PIPE	906" DIA. PIPE
150	912" DIA. PIPE	912" DIA. PIPE
151	918" DIA. PIPE	918" DIA. PIPE
152	924" DIA. PIPE	924" DIA. PIPE
153	930" DIA. PIPE	930" DIA. PIPE
154	936" DIA. PIPE	936" DIA. PIPE
155	942" DIA. PIPE	942" DIA. PIPE
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157	954" DIA. PIPE	954" DIA. PIPE
158	960" DIA. PIPE	960" DIA. PIPE
159	966" DIA. PIPE	966" DIA. PIPE
160	972" DIA. PIPE	972" DIA. PIPE
161	978" DIA. PIPE	978" DIA. PIPE
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164	996" DIA. PIPE	996" DIA. PIPE
165	1002" DIA. PIPE	1002" DIA. PIPE
166	1008" DIA. PIPE	1008" DIA. PIPE
167	1014" DIA. PIPE	1014" DIA. PIPE
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169	1026" DIA. PIPE	1026" DIA. PIPE
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171	1038" DIA. PIPE	1038" DIA. PIPE
172	1044" DIA. PIPE	1044" DIA. PIPE
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177	1074" DIA. PIPE	1074" DIA. PIPE
178	1080" DIA. PIPE	1080" DIA. PIPE
179	1086" DIA. PIPE	1086" DIA. PIPE
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181	1098" DIA. PIPE	1098" DIA. PIPE
182	1104" DIA. PIPE	1104" DIA. PIPE
183	1110" DIA. PIPE	1110" DIA. PIPE
184	1116" DIA. PIPE	1116" DIA. PIPE
185	1122" DIA. PIPE	1122" DIA. PIPE
186	1128" DIA. PIPE	1128" DIA. PIPE
187	1134" DIA. PIPE	1134" DIA. PIPE
188	1140" DIA. PIPE	1140" DIA. PIPE
189	1146" DIA. PIPE	1146" DIA. PIPE
190	1152" DIA. PIPE	1152" DIA. PIPE
191	1158" DIA. PIPE	1158" DIA. PIPE
192	1164" DIA. PIPE	1164" DIA. PIPE
193	1170" DIA. PIPE	1170" DIA. PIPE
194	1176" DIA. PIPE	1176" DIA. PIPE
195	1182" DIA. PIPE	1182" DIA. PIPE
196	1188" DIA. PIPE	1188" DIA. PIPE
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199	1206" DIA. PIPE	1206" DIA. PIPE
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201	1218" DIA. PIPE	1218" DIA. PIPE
202	1224" DIA. PIPE	1224" DIA. PIPE
203	1230" DIA. PIPE	1230" DIA. PIPE
204	1236" DIA. PIPE	1236" DIA. PIPE
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210	1272" DIA. PIPE	1272" DIA. PIPE
211	1278" DIA. PIPE	1278" DIA. PIPE
212	1284" DIA. PIPE	1284" DIA. PIPE
213	1290" DIA. PIPE	1290" DIA. PIPE
214	1296" DIA. PIPE	1296" DIA. PIPE
215	1302" DIA. PIPE	1302" DIA. PIPE
216	1308" DIA. PIPE	1308" DIA. PIPE
217	1314" DIA. PIPE	1314" DIA. PIPE
218	1320" DIA. PIPE	1320" DIA. PIPE
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221	1338" DIA. PIPE	1338" DIA. PIPE
222	1344" DIA. PIPE	1344" DIA. PIPE
223	1350" DIA. PIPE	1350" DIA. PIPE
224	1356" DIA. PIPE	1356" DIA. PIPE
225	1362" DIA. PIPE	1362" DIA. PIPE
226	1368" DIA. PIPE	1368" DIA. PIPE
227	1374" DIA. PIPE	1374" DIA. PIPE
228	1380" DIA. PIPE	1380" DIA. PIPE
229	1386" DIA. PIPE	1386" DIA. PIPE
230	1392" DIA. PIPE	1392" DIA. PIPE
231	1398" DIA. PIPE	1398" DIA. PIPE
232	1404" DIA. PIPE	1404" DIA. PIPE
233	1410" DIA. PIPE	1410" DIA. PIPE
234	1416" DIA. PIPE	1416" DIA. PIPE
235	1422" DIA. PIPE	1422" DIA. PIPE



**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  
YORKVILLE, IL 60560  
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

1230 E. DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (303) 825-7100  
E: MKKETH@ATWELL-GRUPP.COM  
CONTACT: MICHAEL KEITH, P.E.

#### GOVERNING AGENCIES CONTACTS

**PLANNING - ZONING - LANDSCAPE - SIGNAGE**  
JASON ENGBERG  
PLANNING & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8855  
E: JENGBERG@YORKVILLE.IL.US

#### ENGINEERING

BRADLEY SANDERSON  
REGISTERED PROFESSIONAL ENGINEER  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 466-6720  
E: BSANDERSON@EIEWEB.COM

#### BUILDING

VIC KALIS  
BUILDING SAFETY & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8849  
E: PRATDS@YORKVILLE.IL.US

**811**  
Call before you dig.

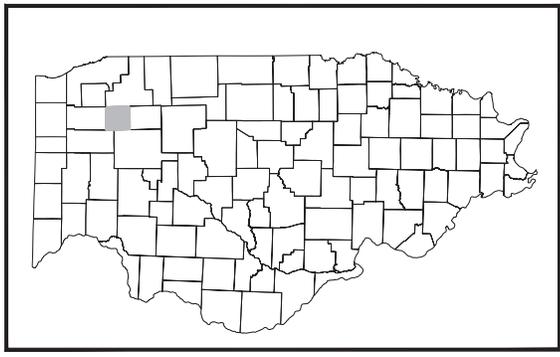
NOTICE: THE LOCATION OF UTILITIES IS NOT GUARANTEED BY THE CITY OF YORKVILLE. THE CITY OF YORKVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE LOCATION OF UTILITIES. THE CITY OF YORKVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE LOCATION OF UTILITIES. THE CITY OF YORKVILLE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE LOCATION OF UTILITIES.

#### SHEET INDEX

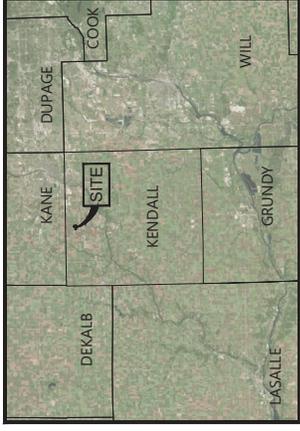
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND DETAILS
- C-201 SITE LAYOUT PLAN
- C-300 GRADING AND STORMWATER PLAN
- C-400 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

#### 9-1-1 ADDRESS

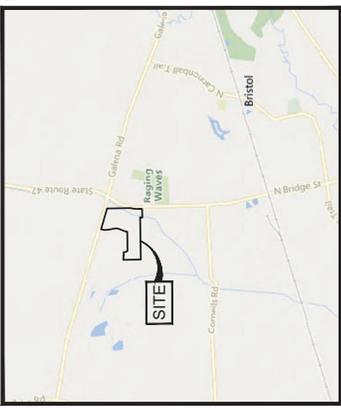
TED



ILLINOIS  
NOT TO SCALE



KENDALL COUNTY  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

1245 EAST OAK ROAD, SUITE 100  
NAPERVILLE, IL 60563  
DESIGN TEAM #14-000876

Project: YORKVILLE RENEWABLES  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

COVER SHEET  
NOT FOR CONSTRUCTION

Scale: As Noted  
Approved by: MBK

Sheet No.: C-000  
Sheet Rev.: D



Drawn by: LEH  
Scale as Noted  
Approved by: MBK

**NOT FOR CONSTRUCTION**

EXISTING CONDITIONS PLAN

YORKVILLE RENEWABLES

GALENA ROAD

YORKVILLE, ILLINOIS 60512

Sheet No. 1  
Scale 1" = 40'

**C-100**

850

750

0 150 300 450

SCALE IN FEET

Rev.	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/17/24
C	REV. PER CITY OF YORKVILLE	8/15/24

DESIGN FROM FILE #00-0089

ATWELL

101 Summer Street, 2nd Fl., Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: heblkamp.com

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING GRAVEL
- EXISTING METLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEARCUT
- EXISTING SHARPLY BENT MANHOLE
- EXISTING FLARED END SECTION
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING WATER WELL
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

**GENERAL NOTES:**

- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO THE SURVEYOR.
- CALL OUT TO CORNER, GROUND ANTI-ALIAS, NATIONAL UNDERGROUND UTILITY LOCATOR SERVICES FOR ALL LOCATIONS AND RECORD THEREON PRIOR TO ANY DIGGING OR CONSTRUCTION.
- THE FIELD WORK WAS COMPLETED ON 08/15/2024. ALL DATA IS BASED ON THIS SURVEY AND FOR CONSTRUCTION PURPOSES ONLY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY DATA OR CONCLUSIONS DRAWN FROM THIS SURVEY.
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- PARCELS INCLUDED IN THIS COMMENTARY: 18000000-114 WERE ACQUIRED BY THE UNITED CITY OF YORKVILLE BY ORDINANCE NO. 00-0089 & 00-0090.

**VERTICAL DATUM:**  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83)

**SOURCE BENCHMARK:**  
GPS SOUTHERN ON CORNER POINT 10

**SITE BENCHMARKS AND CONTROL POINTS:**  
4100 NORTHING: 880264.49 (NAVD83)  
EASTING: 802383.42 (NAVD83)  
ELEVATION: 648.49 (NAVD83)

**PT 11:**  
SET OUT CROSS IN CONCRETE  
EASTING: 802383.42 (NAVD83)  
NORTHING: 880264.49 (NAVD83)  
ELEVATION: 648.49 (NAVD83)

**BM 11:**  
BRASS BUSH IN IL ROUTE 47  
EASTING: 802383.42 (NAVD83)  
NORTHING: 880264.49 (NAVD83)  
ELEVATION: 648.49 (NAVD83)

**GENERAL NOTES:**

- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO THE SURVEYOR.
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NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83)

**SOURCE BENCHMARK:**  
GPS SOUTHERN ON CORNER POINT 10

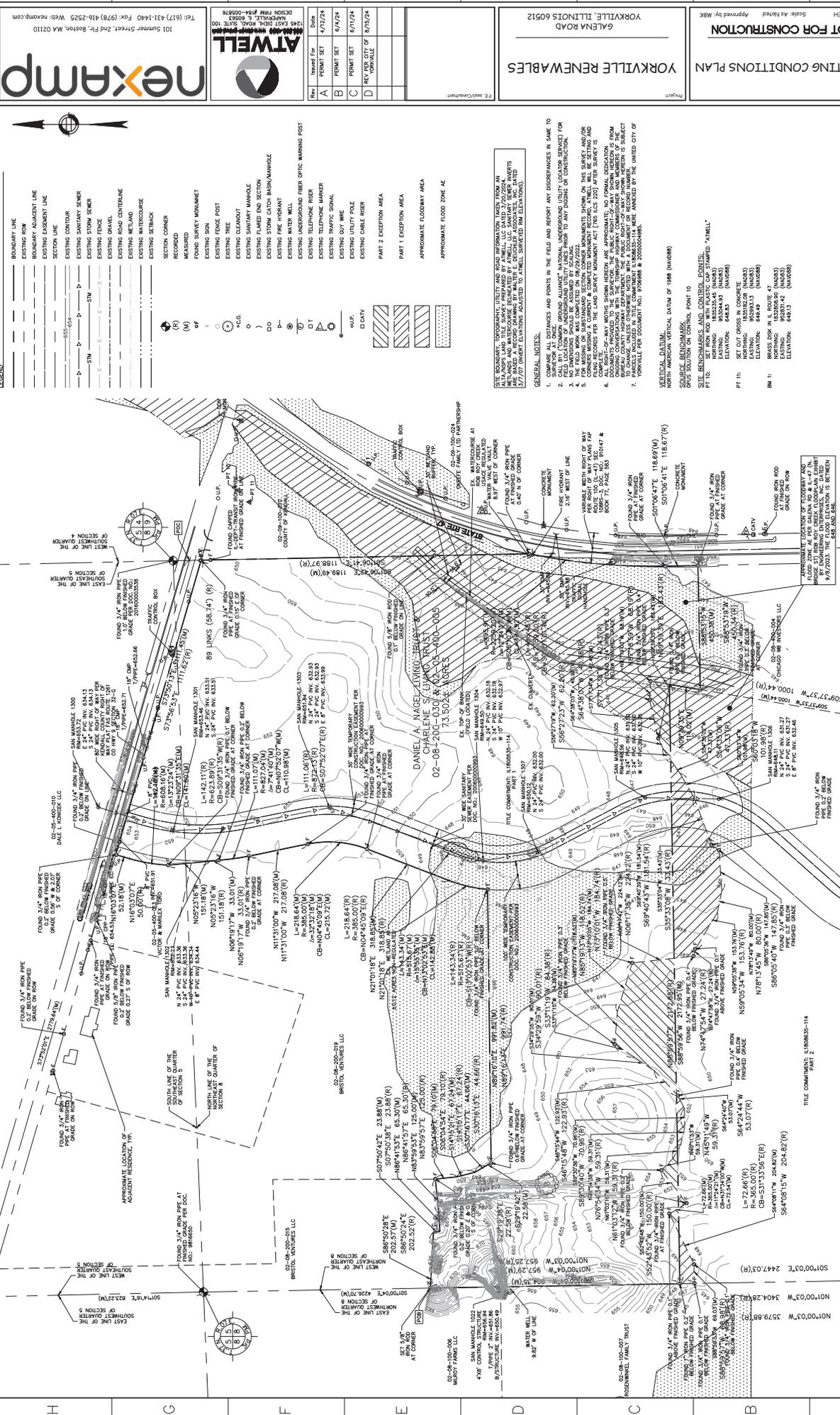
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**NOTICE:**  
THE LOCATION OF EXISTING UTILITIES AND EASEMENTS SHOWN ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY DATA OR CONCLUSIONS DRAWN FROM THIS SURVEY. THE PUBLIC RIGHTS-WAY SHOWN HEREON IS FROM THE SPECIAL SURVEY REPORT. THE PUBLIC RIGHTS-WAY SHOWN HEREON IS SUBJECT TO THE SPECIAL SURVEY REPORT. THE PUBLIC RIGHTS-WAY SHOWN HEREON IS SUBJECT TO THE SPECIAL SURVEY REPORT.

**811**  
Call before you dig







Project: **YORKVILLE RENEWABLES**  
 6AENA ROAD  
 YORKVILLE, ILLINOIS 60512

Scale: As Noted  
 Approved by: MBE

NOT FOR CONSTRUCTION

GRADING AND STORMWATER PLAN

Sheet No.: 01 of 01  
 Sheet Size: C-400

Drawn by: LEH  
 Checked by: MBE

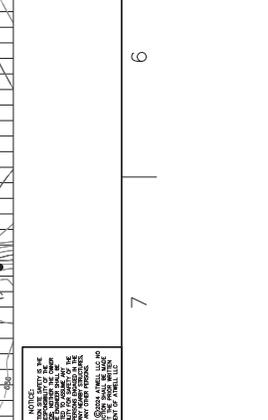
Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/12/24
C	PERMIT SET	6/11/24
D	REV. PER CITY OF YORKVILLE	8/13/24

DESIGN TEAM: MBE  
 101 Summer Street, 2nd Fl., Boston, MA 02110  
 TEL: (617) 431-1440 FAX: (978) 416-2525 Web: mbe.com

**ATWELL**  
 101 Summer Street, 2nd Fl., Boston, MA 02110  
 TEL: (617) 431-1440 FAX: (978) 416-2525 Web: mbe.com

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- SECTION LINE
- PROPOSED ADJACENT LINE
- PROPOSED ADJACENT LINE
- EXISTING GRAVEL
- EXISTING METAL
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED GRAVEL ACCESS DRIVE
- SHEET C-400
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



**STORMWATER SUMMARY**

- 79.84 ACRES
- 1.6 ACRES
- PROPOSED IMPERVIOUS AREA
- EXISTING IMPERVIOUS AREA
- EXISTING EXISTING SITE
- STRAIGHT ROW CORPS
- BRUSH-MEED-GRASS

**PROPOSED CONTOUR**

- 5.00
- 5.05
- 5.10
- 5.15
- 5.20
- 5.25
- 5.30
- 5.35
- 5.40
- 5.45
- 5.50
- 5.55
- 5.60
- 5.65
- 5.70
- 5.75
- 5.80
- 5.85
- 5.90
- 5.95
- 6.00
- 6.05
- 6.10
- 6.15
- 6.20
- 6.25
- 6.30
- 6.35
- 6.40
- 6.45
- 6.50
- 6.55
- 6.60
- 6.65
- 6.70
- 6.75
- 6.80
- 6.85
- 6.90
- 6.95
- 7.00
- 7.05
- 7.10
- 7.15
- 7.20
- 7.25
- 7.30
- 7.35
- 7.40
- 7.45
- 7.50
- 7.55
- 7.60
- 7.65
- 7.70
- 7.75
- 7.80
- 7.85
- 7.90
- 7.95
- 8.00
- 8.05
- 8.10
- 8.15
- 8.20
- 8.25
- 8.30
- 8.35
- 8.40
- 8.45
- 8.50
- 8.55
- 8.60
- 8.65
- 8.70
- 8.75
- 8.80
- 8.85
- 8.90
- 8.95
- 9.00
- 9.05
- 9.10
- 9.15
- 9.20
- 9.25
- 9.30
- 9.35
- 9.40
- 9.45
- 9.50
- 9.55
- 9.60
- 9.65
- 9.70
- 9.75
- 9.80
- 9.85
- 9.90
- 9.95
- 10.00



Drawn by: LEH  
Scale: As Noted  
Approved by: MBK

**NOT FOR CONSTRUCTION**

LANDSCAPE PLAN

YORKVILLE RENEWABLES

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Project

Sheet No. 1  
Scale: 1" = 30'-0"

**C-500**

D

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/29/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/12/24

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
NATURAL RESOURCE SERVICES  
100 W. WASHINGTON ST. SUITE 200  
YORKVILLE, IL 60552  
DESIGN PERM #16-00689

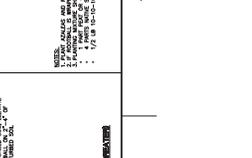
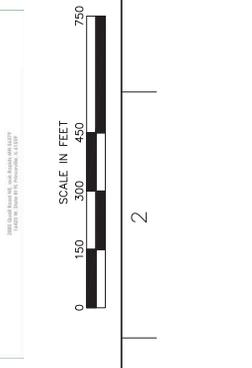
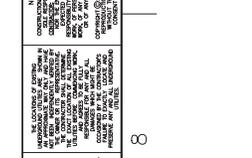
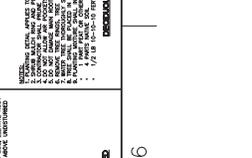
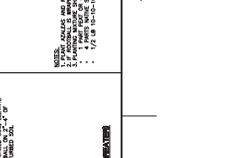
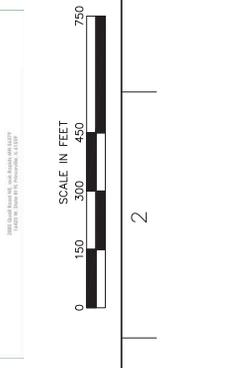
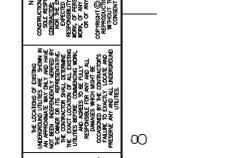
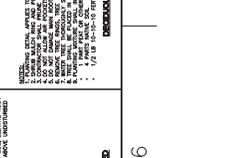
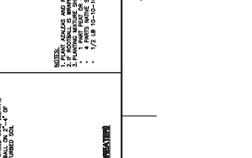
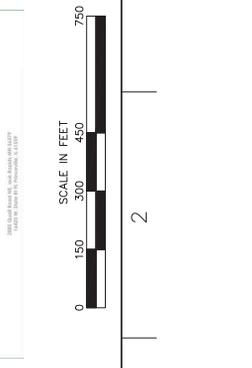
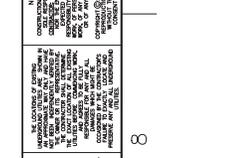
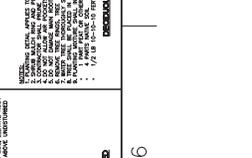
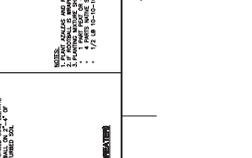
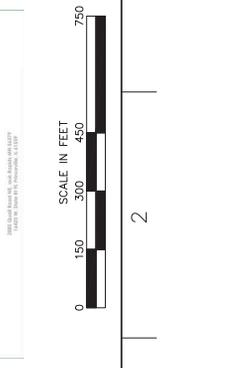
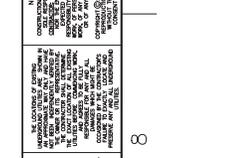
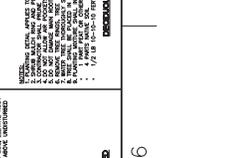
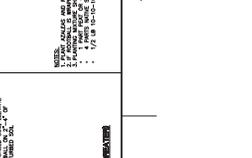
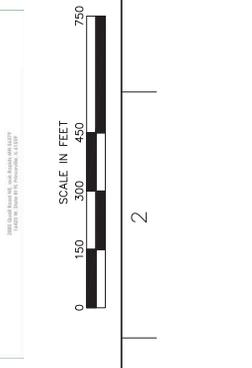
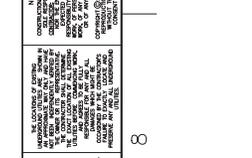
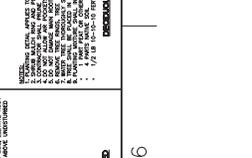
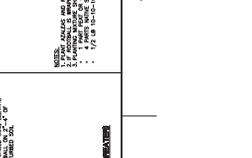
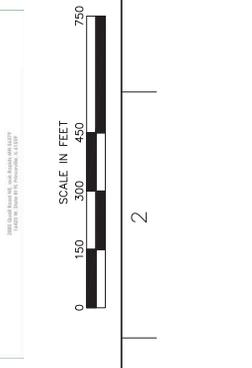
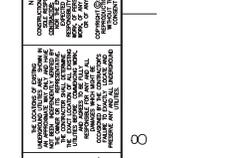
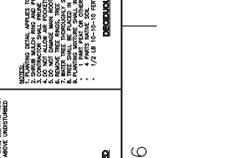
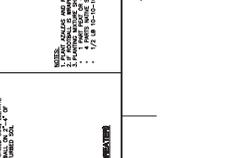
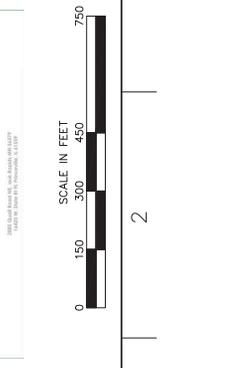
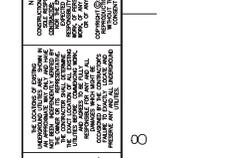
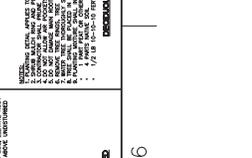
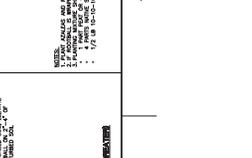
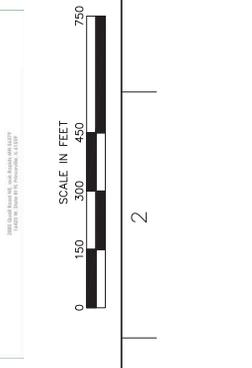
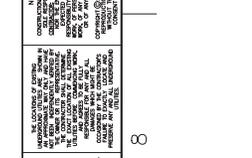
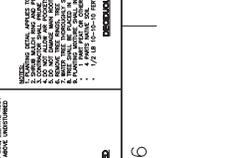
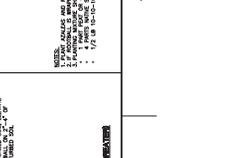
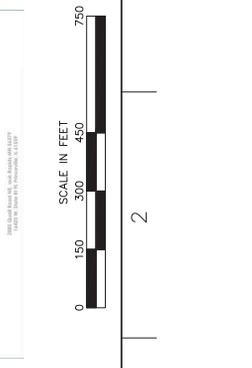
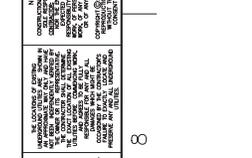
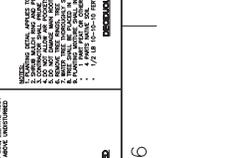
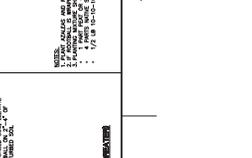
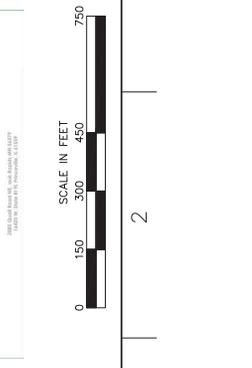
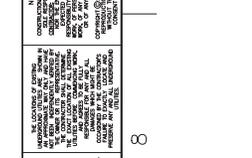
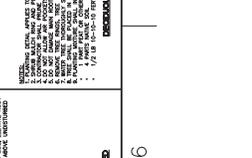
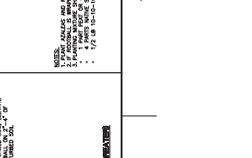
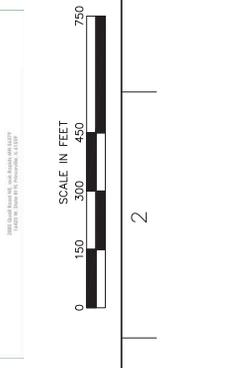
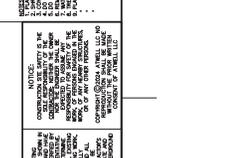
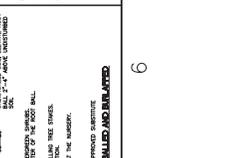
**PLANTING NOTES:**

1. ALL PLANTING AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DIGGING OPERATIONS DURING SITE PREPARATION ACTIVITIES SHALL BE LOCALLY COMPENSATED AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
3. CONSOLE GRASSING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. SLOPE SHALL BE 2:1 OR FLATTER UNLESS OTHERWISE SPECIFIED.
5. PRODUCT SHALL BE APPLIED TO PROTECT EXISTING UTILITY LINES FROM WHITE AND RED ROT FUNGUS AND OTHER PATHOGENS.
6. CONSOLE GRASSING SHALL BE APPLIED TO PROTECT EXISTING UTILITY LINES FROM WHITE AND RED ROT FUNGUS AND OTHER PATHOGENS.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MINIMUM GUIDELINES ESTABLISHED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) AND THE ILLINOIS DEPARTMENT OF CONSERVATION (IDOC).
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) AND THE ILLINOIS DEPARTMENT OF CONSERVATION (IDOC).
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.

Common Name	Scientific Name	Height	Spread	Light	Soil	Water
Red Maple	Acer rubrum	20-30'	20-30'	Full Sun	Moist	High
White Birch	Betula papyrifera	15-25'	15-25'	Full Sun	Moist	High
Black Birch	Betula nigra	15-25'	15-25'	Full Sun	Moist	High
Green Ash	Fraxinus viridis	20-30'	20-30'	Full Sun	Moist	High
Red Ash	Fraxinus rubra	20-30'	20-30'	Full Sun	Moist	High
White Oak	Quercus alba	20-30'	20-30'	Full Sun	Moist	High
Black Oak	Quercus nigra	20-30'	20-30'	Full Sun	Moist	High
White Pine	Pinus strobus	20-30'	20-30'	Full Sun	Moist	High
Black Pine	Pinus nigra	20-30'	20-30'	Full Sun	Moist	High
White Spruce	Picea canadensis	20-30'	20-30'	Full Sun	Moist	High
Black Spruce	Picea mariana	20-30'	20-30'	Full Sun	Moist	High
White Fir	Abies balsamea	20-30'	20-30'	Full Sun	Moist	High
Black Fir	Abies balsamea	20-30'	20-30'	Full Sun	Moist	High
White Cedar	Thuja occidentalis	20-30'	20-30'	Full Sun	Moist	High
Black Cedar	Thuja occidentalis	20-30'	20-30'	Full Sun	Moist	High
White Juniper	Juniperus horizontalis	20-30'	20-30'	Full Sun	Moist	High
Black Juniper	Juniperus horizontalis	20-30'	20-30'	Full Sun	Moist	High
White Yew	Taxus canadensis	20-30'	20-30'	Full Sun	Moist	High
Black Yew	Taxus canadensis	20-30'	20-30'	Full Sun	Moist	High

**PLANTING NOTES:**

1. ALL PLANTING AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DIGGING OPERATIONS DURING SITE PREPARATION ACTIVITIES SHALL BE LOCALLY COMPENSATED AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
3. CONSOLE GRASSING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. SLOPE SHALL BE 2:1 OR FLATTER UNLESS OTHERWISE SPECIFIED.
5. PRODUCT SHALL BE APPLIED TO PROTECT EXISTING UTILITY LINES FROM WHITE AND RED ROT FUNGUS AND OTHER PATHOGENS.
6. CONSOLE GRASSING SHALL BE APPLIED TO PROTECT EXISTING UTILITY LINES FROM WHITE AND RED ROT FUNGUS AND OTHER PATHOGENS.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MINIMUM GUIDELINES ESTABLISHED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) AND THE ILLINOIS DEPARTMENT OF CONSERVATION (IDOC).
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) AND THE ILLINOIS DEPARTMENT OF CONSERVATION (IDOC).
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.











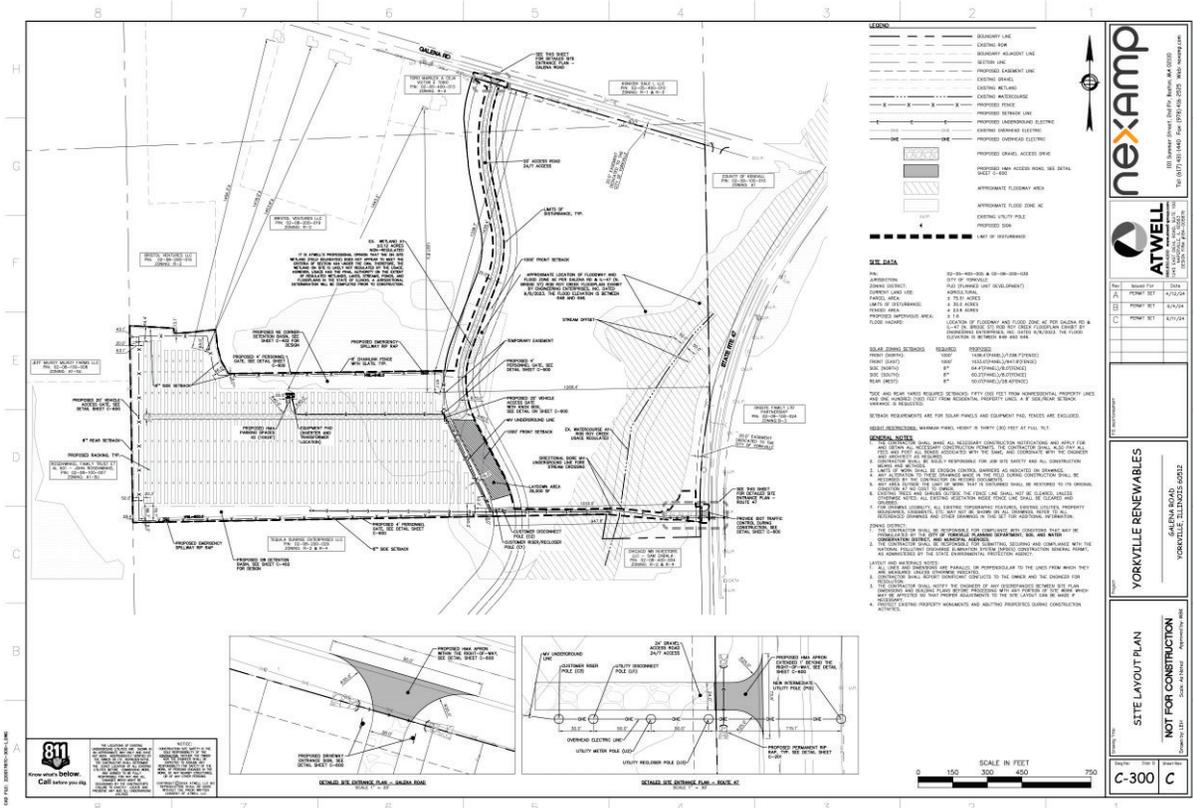
# Memorandum

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 lease, 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***

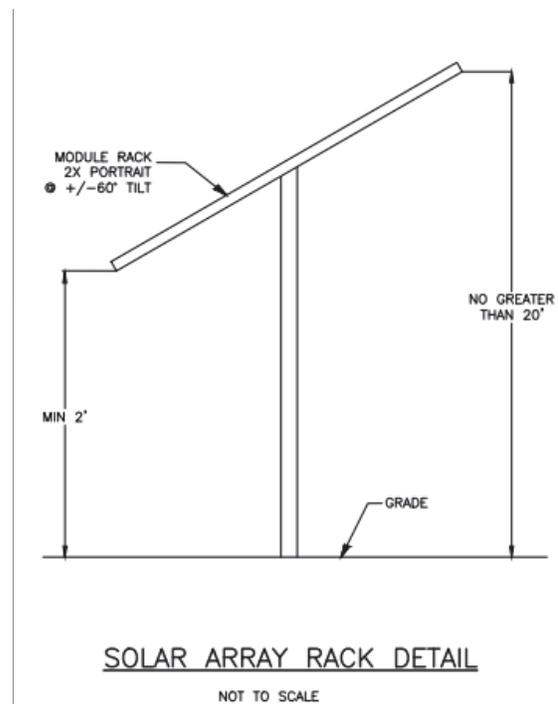
Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty (80) percent of a given parcel in this district. As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland.

#### ***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.

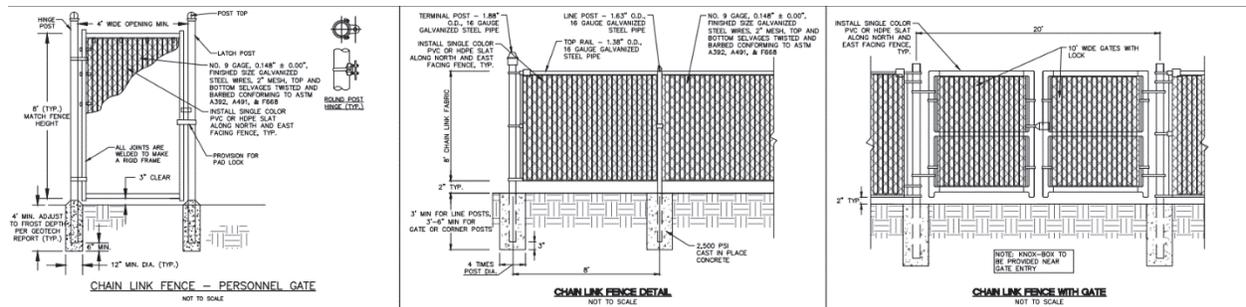
## Glare

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.

## 92029 Yorkville 92029 Yorkville East

Created Aug 18, 2022  
Updated Aug 18, 2022  
Time step: 1 minute  
Timezone offset: LTC-6  
Site ID: 74209-13104

Project type: Basic  
Project status: active  
Category: SOLAR (1.1 MW)  
(1,000 kW / 8 acre limit)



### Misc. Analysis Settings

DNI: varies (1,000.0 W/m<sup>2</sup> peak)  
Clear 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	-

### ***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

- Subject Property
- Proposed Solar
- Army Acre



geo 8/23

1/25/2018 10:00 AM



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/m<sup>2</sup> 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: -

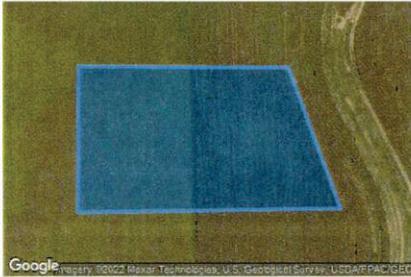
Panel material: Smooth glass with AR coating

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	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
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	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
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	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	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/m<sup>2</sup> 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
6	41.690821	-88.462049	649.74	3.00	652.74
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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
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
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## Discrete Observation Receptors

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# 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
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- 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.

# Vegetation Management Plan for Solar Sites Utilizing Native Vegetation



**Natural  
Resource  
Services**



# 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.





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 Technology<sup>1</sup>, Hot-Spot Protect and Traceable Quality Tra.Q™.



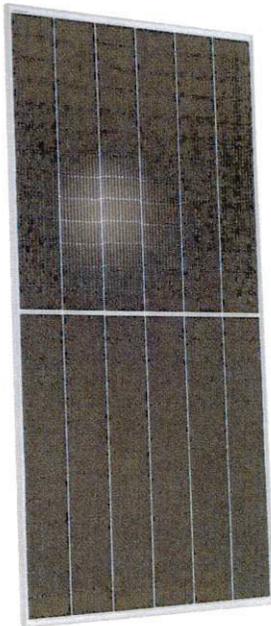
#### FRAME FOR VERSATILE MOUNTING OPTIONS

High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).



#### A RELIABLE INVESTMENT

Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty<sup>2</sup>.



#### THE IDEAL SOLUTION FOR:



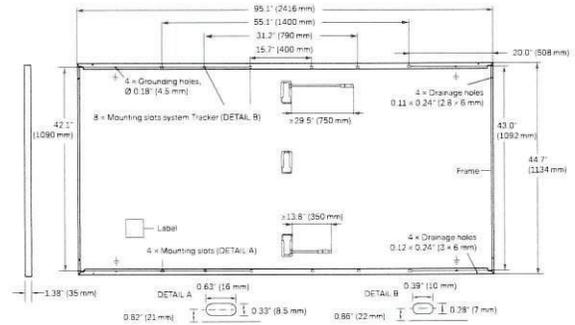
Ground-mounted  
solar power plants

<sup>1</sup>-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)

<sup>2</sup> See data sheet on rear for further information.

## MECHANICAL SPECIFICATION

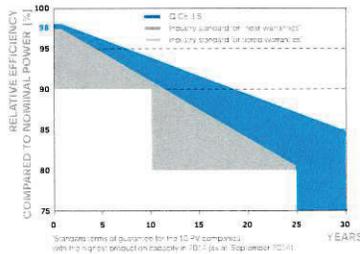
Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM 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 <sup>2</sup> 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 <sup>1</sup> AND BSTC <sup>2</sup> (POWER TOLERANCE +5 W / -0 W)										
Minimum	Power at MPP <sup>1</sup>	$P_{MPP}$ [W]	570	623.5	575	629.0	580	634.4	585	639.9
	Short Circuit Current <sup>1</sup>	$I_{SC}$ [A]	13.50	14.77	13.52	14.80	13.55	14.83	13.57	14.86
	Open Circuit Voltage <sup>1</sup>	$V_{OC}$ [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 <sup>1</sup>	$\eta$ [%]	≥ 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										
<sup>1</sup> Measurement tolerances $P_{MPP}$ ± 3%, $I_{SC}$ , $V_{OC}$ ± 5% at STC: 1000 W/m <sup>2</sup> ; *at BSTC: 1000 W/m <sup>2</sup> + $\phi$ × 135 W/m <sup>2</sup> , $\phi$ = 70% ± 5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3										
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT <sup>2</sup>										
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				
<sup>2</sup> 800 W/m <sup>2</sup> , NMOT, spectrum AM 1.5										

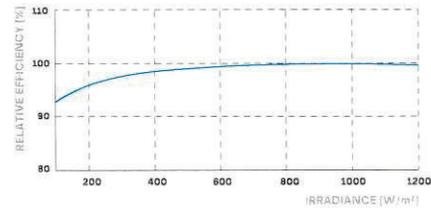
### Q CELLS PERFORMANCE WARRANTY



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/m<sup>2</sup>)

### TEMPERATURE COEFFICIENTS

Temperature Coefficient of $I_{SC}$	$\alpha$ [%/K]	+0.04	Temperature Coefficient of $V_{OC}$	$\beta$ [%/K]	-0.27
Temperature Coefficient of $P_{MPP}$	$\gamma$ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°F]	108 ± 5.4 (42 ± 3 °C)

## PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage $V_{SYS}$	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI / UL 61730	TYPE 29 <sup>4</sup>
Max. Design Load, Push/Pull <sup>1</sup>	[lbs/ft <sup>2</sup> ]	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 <sup>2</sup>	[lbs/ft <sup>2</sup> ]	113 (5400 Pa) / 50 (2400 Pa)		

<sup>1</sup> See Installation Manual

<sup>4</sup> 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.

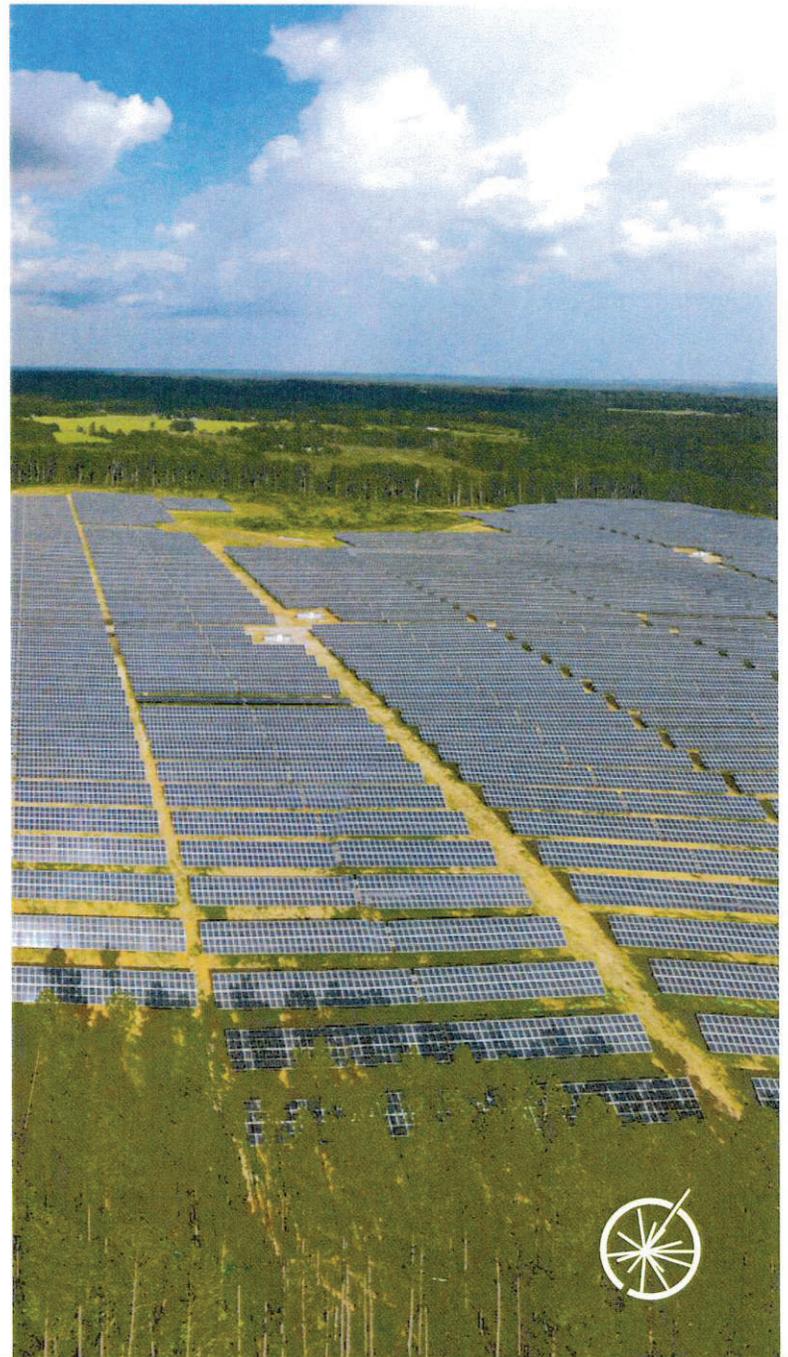
- ◆ Optimal energy yield for any project



## 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

<b>Wind Speed Configurations</b>	Up to 120mph
<b>Module Architecture</b>	2 modules in portrait orientation
<b>Modules Supported</b>	All Large frame, Mono, Poly, Bifacial
<b>Module Attachment</b>	6 mechanical fasteners per module
<b>String Architecture</b>	1500V systems; 4 strings per row, up to 30 modules per string, 1000V Systems; 6 strings per row up to 20 modules per string
<b>Power</b>	Two 60W Power Modules Onboard Lithium-ion Battery; 24V DC self powered drive system with up to 3-day battery backup
<b>Drive Type</b>	70kN, 100 kN Slew Drives
<b>Posts per Row (typical)</b>	7 posts per row (1 drive, 6 typical)
<b>Post Size</b>	W6 and W8 Compatible
<b>Post Type</b>	Driven (primary) w/ alternative foundation options available
<b>Operating Range of Motion</b>	+/- 52° (60° optional)
<b>Stow Conditions</b>	Wind Stow (0°), Snow Stow (40°), Flood Stow (0°), Hail Stow (50°)
<b>Backtracking</b>	Individual Row Level (standard) Terrain-Based Backtracking (included with SunPath)
<b>Diffuse Light Capture</b>	Included with SunPath
<b>Ground Clearance</b>	300mm (minimum)
<b>Ground Coverage</b>	20-60% GCR supported
<b>Slope Tolerances</b>	10° (17.5%) – North-South Unlimited – East-West
<b>Snow Load</b>	Opsf - 60psf (Higher available upon request)
<b>Operating Temperature</b>	0°C to 60°C (-20°C to 60°C with Cold Weather Package)
<b>Sensor Package</b>	Wind, Snow, Flood
<b>Communication Architecture</b>	Wireless Zigbee Mesh Network Row to Row; One Zone Controller for up to 99 rows. Connection to SCADA/DAS through Modbus TCP/IP interface
<b>Special Installation Tools</b>	None
<b>Certifications</b>	UL 2703, 3703 and IEC EC 62817 (pending)
<b>Warranty</b>	5 yr drive and control + 10 yr structure. Additional warranty options available.



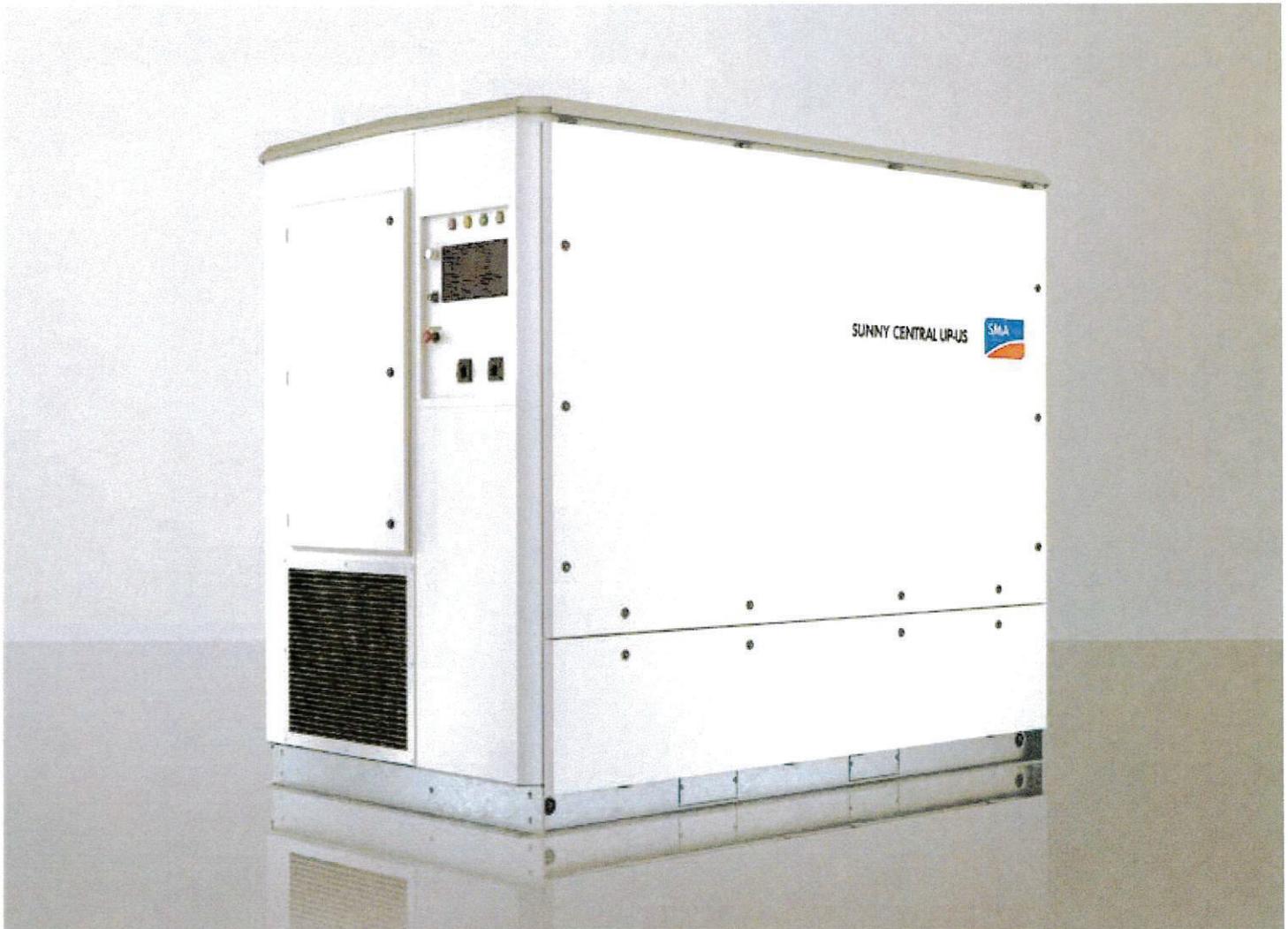
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# SUNNY CENTRAL

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<sup>1) 8)</sup>

AC power frequency / range

Min. short-circuit ratio at the AC terminals<sup>9)</sup>

Power factor at rated power / displacement power factor adjustable<sup>8) 10)</sup>

### Efficiency

Max. efficiency<sup>2)</sup> / European efficiency<sup>2)</sup> / CEC efficiency<sup>3)</sup>

### 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.<sup>4)</sup> / partial load<sup>5)</sup> / average<sup>6)</sup>

Self-consumption (standby)

Internal auxiliary power supply

Operating temperature range<sup>8)</sup>

Noise emission<sup>7)</sup>

Temperature range (standby)

Temperature range (storage)

Max. permissible value for relative humidity (condensing / non-condensing)

Maximum operating altitude above MSL<sup>8)</sup> 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 mm<sup>2</sup>

○

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 m<sup>3</sup>/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<sub>n</sub> at 25 °C

6) Self-consumption averaged out from 5% to 100% P<sub>n</sub> 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<sup>1) 8)</sup>

AC power frequency / range

Min. short-circuit ratio at the AC terminals<sup>9)</sup>

Power factor at rated power / displacement power factor adjustable<sup>8) 10)</sup>

### Efficiency

Max. efficiency<sup>2)</sup> / European efficiency<sup>2)</sup> / CEC efficiency<sup>3)</sup>

### 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.<sup>4)</sup> / partial load<sup>5)</sup> / average<sup>6)</sup>

Self-consumption (standby)

Internal auxiliary power supply

Operating temperature range<sup>8)</sup>

Noise emission<sup>7)</sup>

Temperature range (standby)

Temperature range (storage)

Max. permissible value for relative humidity (condensing / non-condensing)

Maximum operating altitude above MSL<sup>8)</sup> 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

## SC 2930 UP-US

## SC 3060 UP-US

962 to 1325 V / 1100 V

1003 to 1325 V / 1100 V

934 V / 1112 V

976 V / 1153 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 mm<sup>2</sup>

○

200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A

2930 kVA / 2490 kVA

3060 kVA / 2600 kVA

2344 kW / 1992 kW

2448 kW / 2080 kW

2563 A / 2179 A

2560 A / 2176 A

< 3% at nominal power

< 3% at nominal power

660 V / 528 V to 759 V

690 V / 552 V to 759 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%\*

● Standard features ○ Optional \* preliminary

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<sub>n</sub> at 25 °C

6) Self-consumption averaged out from 5% to 100% P<sub>n</sub> at 25 °C

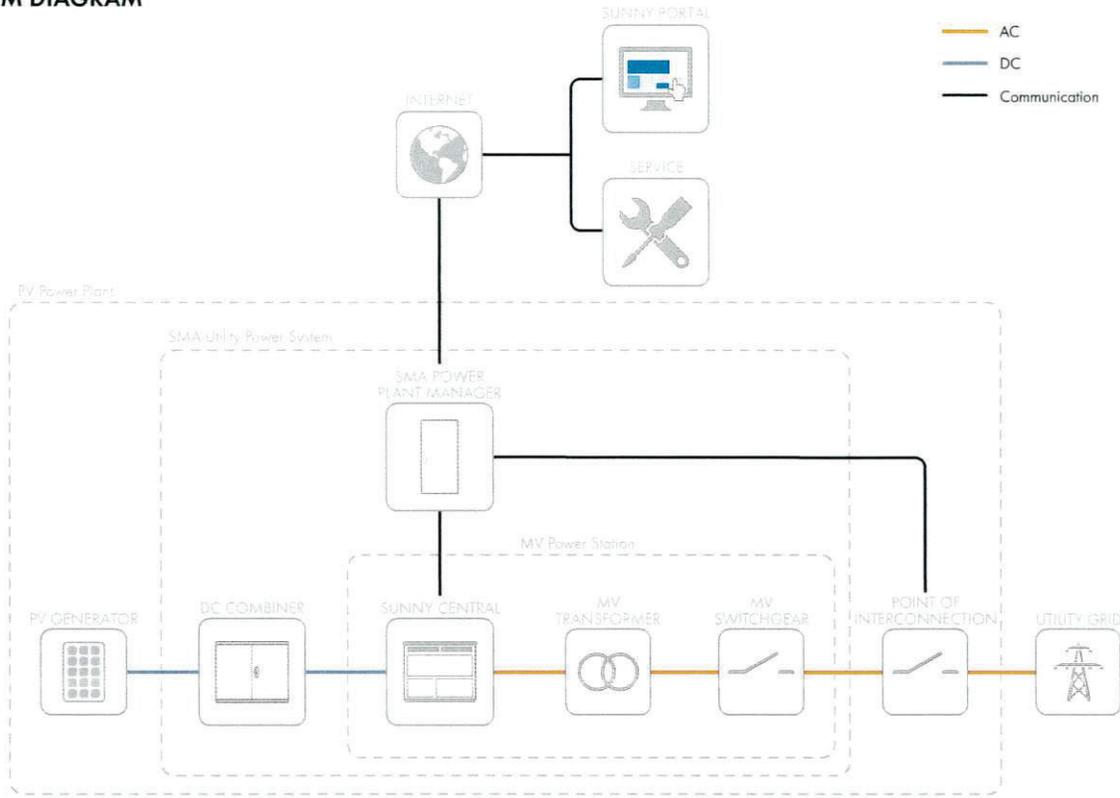
7) Sound pressure level at a distance of 10 m

8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.

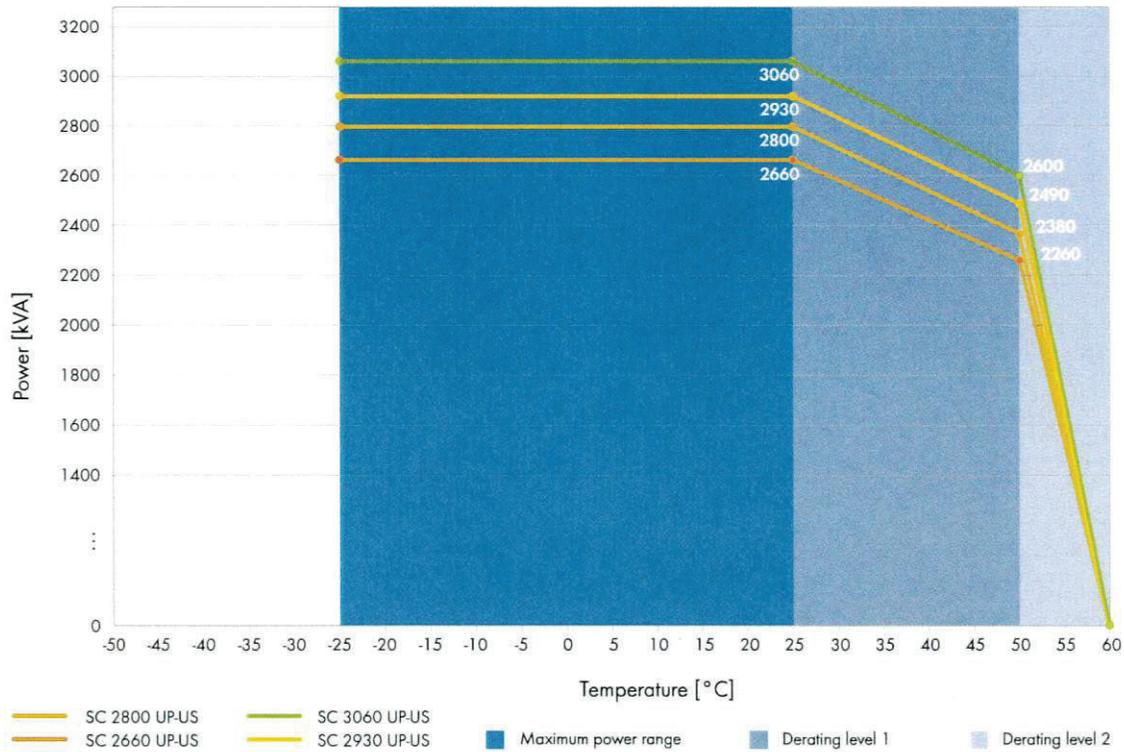
9) A short-circuit ratio of < 2 requires a special approval from SMA

10) Depending on the DC voltage

# SYSTEM DIAGRAM



# TEMPERATURE BEHAVIOR (at 1000 m)



SC 2800-UP-US, SC 2660-UP-US, SC 2930-UP-US, SC 3060-UP-US: All products and accessories are subject to change without notice. All data is subject to change without notice. All data is subject to change without notice. All data is subject to change without notice.

**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, 2<sup>nd</sup> 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.

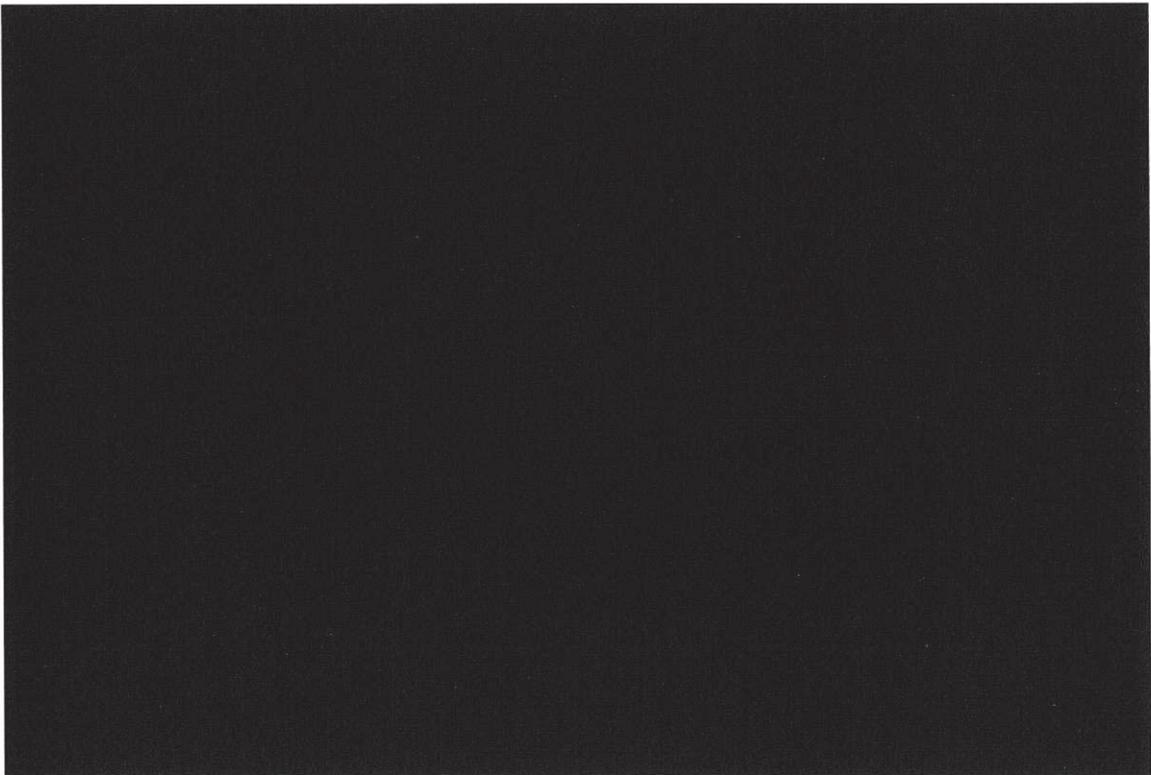
**Witness test** – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been 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.

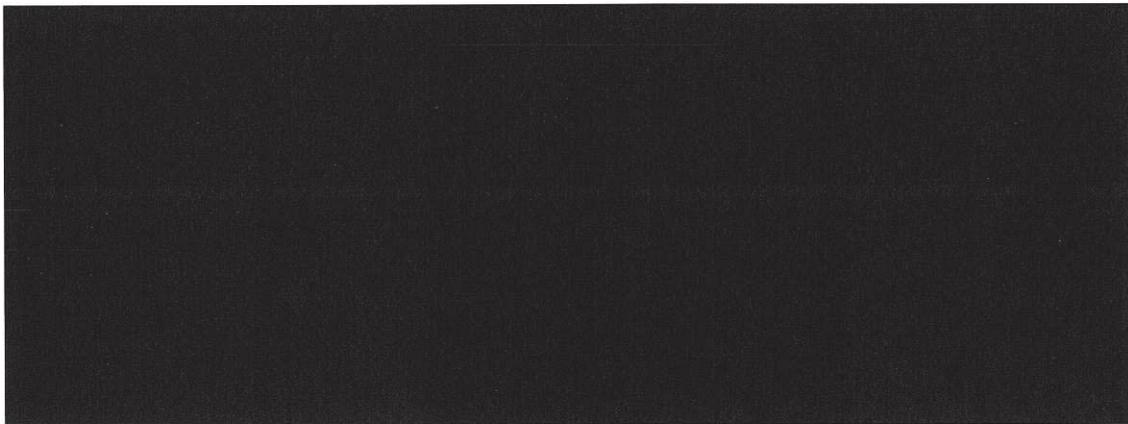


**Attachment 3**

**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\*.

<b>Cost Summary</b>	
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.*

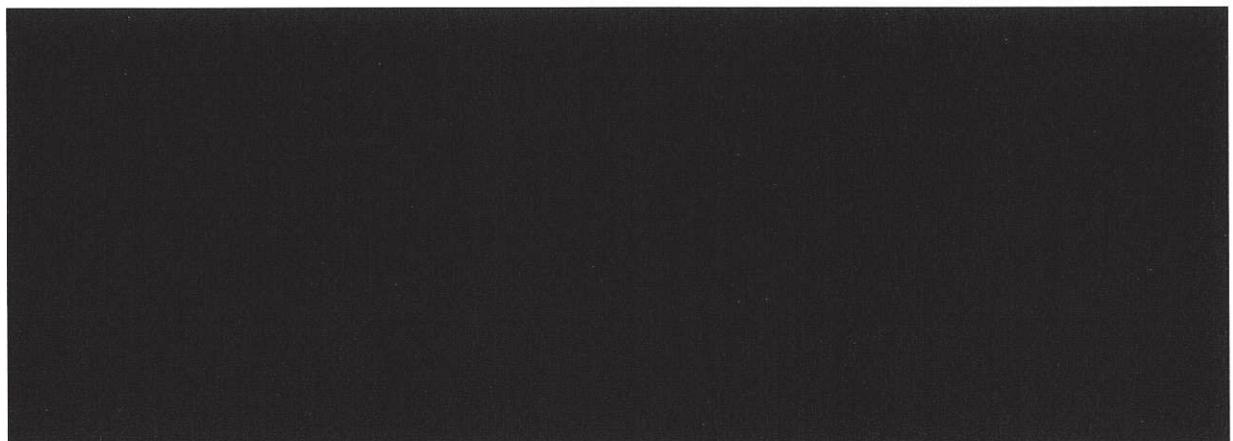
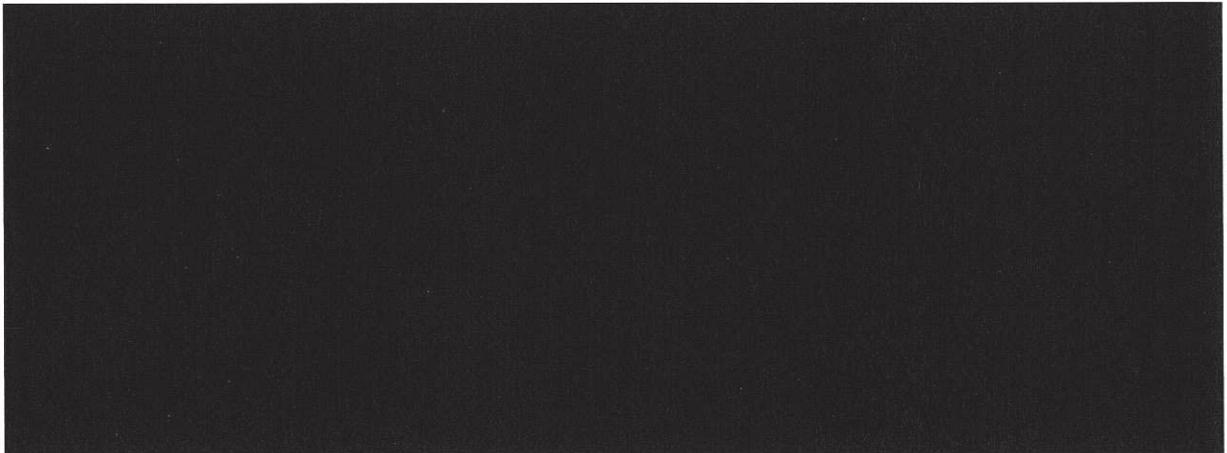
5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

**Schedule for EDC Work:**

Project Authorization:	<b>Day 1 – The latter of execution of this agreement and receipt by the EDC of the security deposit set forth in Attachment 3.</b>
Project Design	<b>Day 20-254</b>
Material Procurement:	<b>Day 196-318</b>
Construction – Feeder Tie-In:	<b>Day 319-333</b>
Constructions – Substations Modifications:	<b>Day 334-341</b>
Acceptance Testing:	<b>Day 342-344</b>

*\*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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# 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

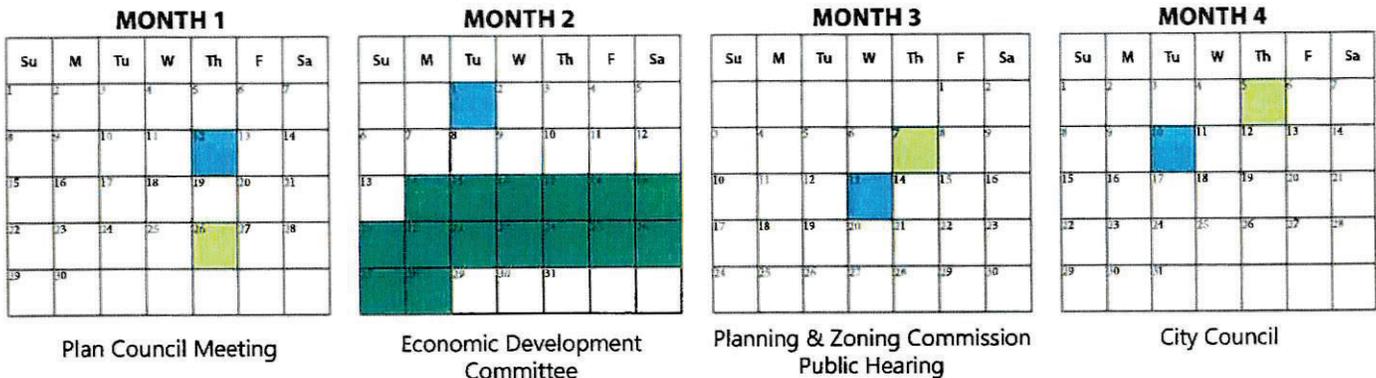
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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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			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<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: \$
<b>ANNEXATION</b>	<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	Amount for Extra Acres
<b>REZONING</b>	<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	Amount for Extra Acres
<b>SPECIAL USE</b>	<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	Amount for Extra Acres
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i>		Total: \$ 5,000.00
	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		
<b>TOTAL AMOUNT DUE:</b>			\$26,850.00



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# APPLICATION FOR REZONING

DATE: February , 2023	PZC NUMBER:	DEVELOPMENT NAME: Solar Array
<b>PETITIONER INFORMATION</b>		
NAME: Christopher F. Clark - Yorkville Renewables, LLC		COMPANY: Yorkville Renewables, LLC
MAILING ADDRESS: 200 W. Monroe Street, Suite 620		
CITY, STATE, ZIP: Chicago, IL 60606		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 847-212-1585
EMAIL: mwalsh@nexamp.com		FAX:
<b>PROPERTY INFORMATION</b>		
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		REQUESTED ZONING CLASSIFICATION: A1 Special use for Solar Array
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Mixed Use PUD		TOTAL ACREAGE: 74.20 acres
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
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 Yorkville R2 Residential		
WEST: Mix of Kendall County manufacturing and A-1 and City of Yorkville Manufacturing		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
See attached list		



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# APPLICATION FOR REZONING

<b>ATTORNEY INFORMATION</b>	
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
<b>ENGINEER INFORMATION</b>	
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:
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
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:
<b>ATTACHMENTS</b>	
<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 severe 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 diminishment 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.



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# 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:

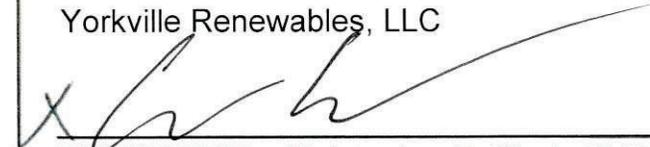
There has been virtually no interest in developing the subject parcel its zoned residential purpose which makes converting the use to the Agricultural A-1 Special Use for the solar array an ideal purpose.

## 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.

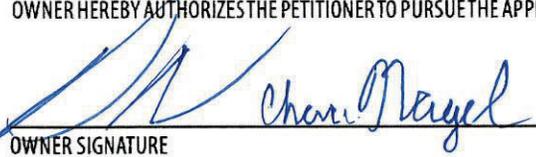
Yorkville Renewables, LLC

  
\_\_\_\_\_  
PETITIONER SIGNATURE Christopher F. Clark, SVP

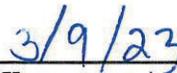
DATE



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

  
\_\_\_\_\_  
OWNER SIGNATURE Cheryl Mangel

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: 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

X

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

6<sup>th</sup> 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

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 74.20 acres vacant land US Route 47 1/8 of mile Corneils Pk		PARCEL NUMBER: 02-08-200-030	
SUBDIVISION: N/A		LOT/UNIT:	
<b>APPLICANT INFORMATION</b>			
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:	
<b>SIGN INFORMATION</b>			
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>X  SIGNATURE/AUTHORIZED AGENT Christopher F. Clark, SVP</p> <p>DATE 3/6/23</p>			
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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 Yorkville, Illinois, 60560  
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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**

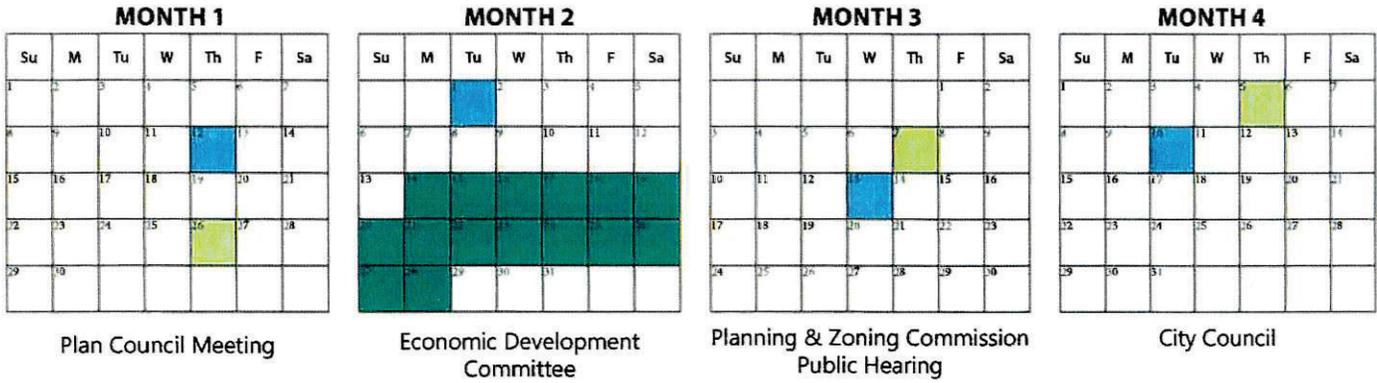
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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# APPLICATION FOR SPECIAL USE

## SAMPLE MEETING SCHEDULE



Meeting Date (Blue box)      Updated Materials Submitted for Meeting (Green box)      Public Notice Mailing Window (Dark Green box)

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			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<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: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$		
	# of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		
<b>REZONING</b>	<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                      Amount for Extra Acres                      Total Amount		
<b>SPECIAL USE</b>	<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                      Amount for Extra Acres                      Total Amount		
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<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	
<b>TOTAL AMOUNT DUE:</b>			26,850.00



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 800 Game Farm Road  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
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# APPLICATION FOR SPECIAL USE

DATE: February ,2023		PZC NUMBER:		DEVELOPMENT NAME: Yorkville Renewables, LLC Solar Array	
<b>PETITIONER INFORMATION</b>					
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:		
<b>PROPERTY INFORMATION</b>					
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					
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>					
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					
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>					
See attached List					



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# APPLICATION FOR SPECIAL USE

<b>ATTORNEY INFORMATION</b>	
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
<b>ENGINEER INFORMATION</b>	
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
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
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:
<b>ATTACHMENTS</b>	
<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:

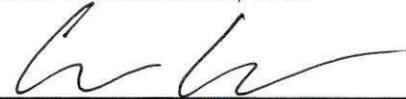
The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

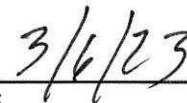
## AGREEMENT

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.

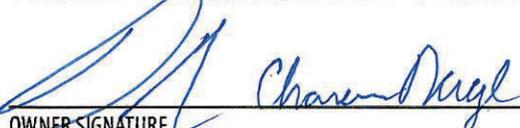
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

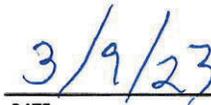
Yorkville Renewables, LLC

X   
 PETITIONER SIGNATURE Christopher F. Clark, SVP

  
 DATE

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

  
 OWNER SIGNATURE Chasen Daryl

  
 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\_\_\_\_.

  
\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this

6<sup>th</sup> day of March, 2023

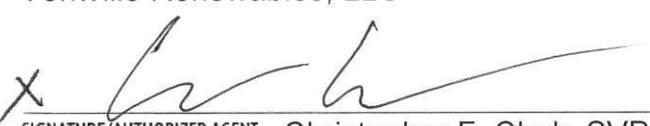
  
\_\_\_\_\_  
Notary Public

 **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

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 74.20 acres vacant land US Route 47 1/8 of mile Corneils Rr		PARCEL NUMBER: 02-08-200-030	
SUBDIVISION: N/A		LOT/UNIT:	
<b>APPLICANT INFORMATION</b>			
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:	
<b>SIGN INFORMATION</b>			
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  
DELANAN, 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

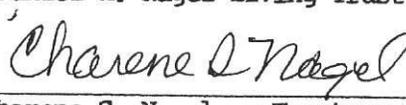
Attest:

\_\_\_\_\_  
City Clerk

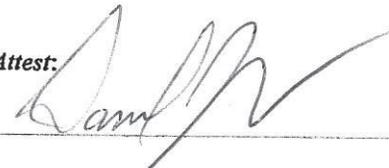
[List Each Owner]

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

<b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b>			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<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: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\quad\quad\quad} - 5 = \underline{\quad\quad\quad} \times \$10 = \underline{\quad\quad\quad} + \$250 = \$ \underline{\quad\quad\quad}$ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> <span># of Acres</span> <span>Acres over 5</span> <span>Amount for Extra Acres</span> <span>Total Amount</span> </div>			
<b>REZONING</b>	<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>			
$\underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$200 = \$ \underline{900.00}$ <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 5px;"> <span># of Acres</span> <span>Acres over 5</span> <span>Amount for Extra Acres</span> <span>Total Amount</span> </div>			
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
$\underline{74.2} - 5 = \underline{70} \times \$10 = \underline{700} + \$250 = \$ \underline{950.00}$ <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 5px;"> <span># of Acres</span> <span>Acres over 5</span> <span>Amount for Extra Acres</span> <span>Total Amount</span> </div>			
<b>ZONING VARIANCE</b>	See attached <input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 85.00
<i>variance explanation</i>			
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<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
<b>TOTAL AMOUNT DUE:</b>			\$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 M R W*

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.

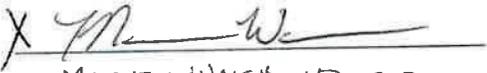
Stormwater storage was contemplated in the north setback area as defined by the then current setback ordinance.

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:

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
<b>South</b>	Westbury East Village (R-2, R-4)	Agriculture
<b>East</b>	IL Route 47 B-3 General Business District	Transportation Land Use O'Keefe Property/Gas Station/Raging Waves Waterpark
<b>West</b>	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.**





## **United City of Yorkville**

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

Fax: 630-553-7575

### **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, 3<sup>rd</sup> 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 Sevenser

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 4<sup>th</sup> EDC meeting at which time she will have an updated memo and she asked for other updated material by May 31<sup>st</sup>.

### ***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 27<sup>th</sup>.

### **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

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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:

	<b>Minimum Setback for Equipment to Property Line</b>	<b>Proposed Setback</b>
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**

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**ORDINANCE NO. 2024-25**

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**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 28<sup>th</sup> day of May, 2024

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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.

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**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.

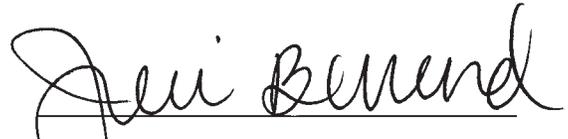
**NOW, THEREFORE**, Be It Ordained by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

- 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.

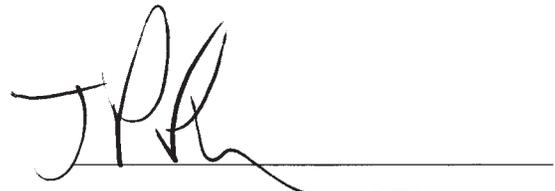
**Section 3.** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 28<sup>th</sup> 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 31<sup>st</sup> 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 Cornells 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 ETORO & 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 C  
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

route 47

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



westbury  
EAST VILLAGE



galena road

cornells road



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 – 1<sup>st</sup> 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.

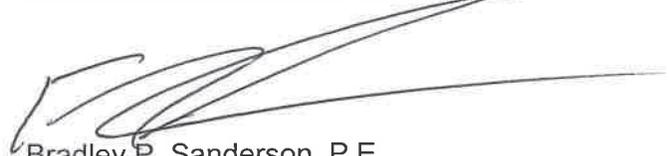
**Engineer's Opinion of Probable Decommissioning Costs**

- 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

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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



**Yorkville Police Department Memorandum**  
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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  $01^{\circ}00'03''$  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  $86^{\circ}50'24''$  EAST, 202.52 FEET; THENCE SOUTH  $07^{\circ}50'38''$  EAST, 23.88 FEET; THENCE NORTH  $86^{\circ}41'57''$  EAST, 65.30 FEET; THENCE NORTH  $83^{\circ}59'57''$  EAST, 125.00 FEET; THENCE SOUTH  $06^{\circ}04'54''$  EAST, 79.10 FEET; THENCE SOUTH  $14^{\circ}15'17''$  EAST, 67.24 FEET; THENCE SOUTH  $30^{\circ}16'13''$  EAST, 44.66 FEET; THENCE SOUTH  $29^{\circ}19'38''$  EAST, 22.58 FEET; THENCE NORTH  $89^{\circ}16'13''$  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  $13^{\circ}02'53''$  EAST; THENCE NORTH  $21^{\circ}01'18''$  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  $04^{\circ}45'09''$  EAST; THENCE NORTH  $11^{\circ}31'00''$  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  $07^{\circ}52'07''$  WEST; THENCE NORTH  $06^{\circ}19'17''$  WEST, 33.01 FEET; THENCE NORTH  $05^{\circ}23'16''$  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  $09^{\circ}31'35''$  EAST; THENCE NORTH  $16^{\circ}03'07''$  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  $73^{\circ}56'53''$  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  $01^{\circ}06'41''$  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  $05^{\circ}11'01''$  WEST; THENCE SOUTH  $01^{\circ}06'41''$  EAST, 118.67 FEET; THENCE SOUTH  $88^{\circ}53'19''$  WEST, 450.34 FEET; THENCE NORTH  $09^{\circ}39'39''$  EAST, 183.43 FEET; THENCE NORTH  $87^{\circ}18'59''$  WEST, 68.19 FEET; THENCE SOUTH  $77^{\circ}17'38''$  WEST, 142.43 FEET; THENCE SOUTH  $87^{\circ}18'59''$  WEST, 68.19 FEET; THENCE SOUTH  $77^{\circ}17'38''$  WEST, 142.43 FEET; THENCE SOUTH  $64^{\circ}38'07''$  WEST, 40.98 FEET; THENCE SOUTH  $56^{\circ}27'23''$  WEST, 62.20 FEET; THENCE SOUTH  $54^{\circ}35'06''$  WEST, 47.33 FEET; THENCE SOUTH  $60^{\circ}03'18''$  WEST, 101.98 FEET; THENCE SOUTH  $69^{\circ}40'43''$  WEST, 181.54 FEET; THENCE SOUTH  $35^{\circ}33'08''$  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**

JASON ENGBERG  
PLANNING & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8855  
E: JENGBERG@YORKVILLE.IL.US

### GOVERNING AGENCIES CONTACTS

**PLANNING - ZONING - LANDSCAPE - SIGNAGE**

JASON ENGBERG  
PLANNING & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8855  
E: BSANDERSON@EWEWEB.COM

### ENGINEERING

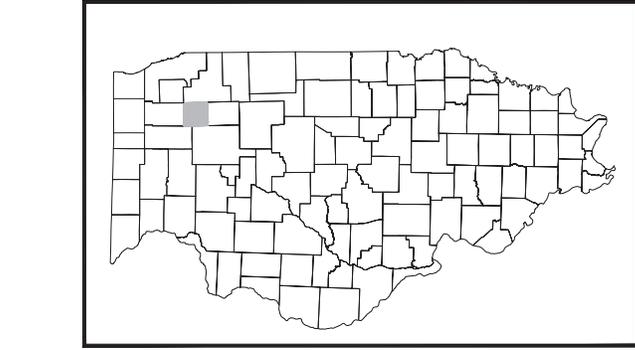
BRADLEY SANDERSON  
REGISTERED PROFESSIONAL ENGINEER  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 466-6720  
E: BSANDERSON@EWEWEB.COM

### BUILDING

KENDALL COUNTY BUILDING SAFETY & ZONING  
851 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8849  
E: PRATDS@YORKVILLE.IL.US

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**ILLINOIS**  
NOT TO SCALE

### SHEET INDEX

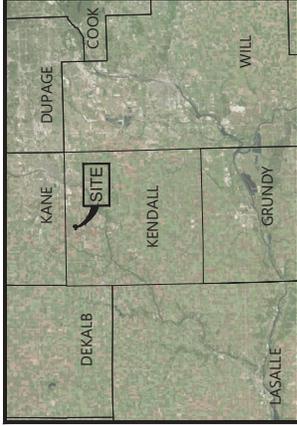
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND DETAILS
- C-201 SITE LAYOUT PLAN
- C-300 GRADING AND STORMWATER PLAN
- C-400 GRADING PLAN - ACCESS ROAD
- C-401 LANDSCAPE PLAN
- C-500 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

### 9-1-1 ADDRESS

TED



**VICINITY MAP**  
NOT TO SCALE



**KENDALL COUNTY**  
NOT TO SCALE

**nexamp**  
101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

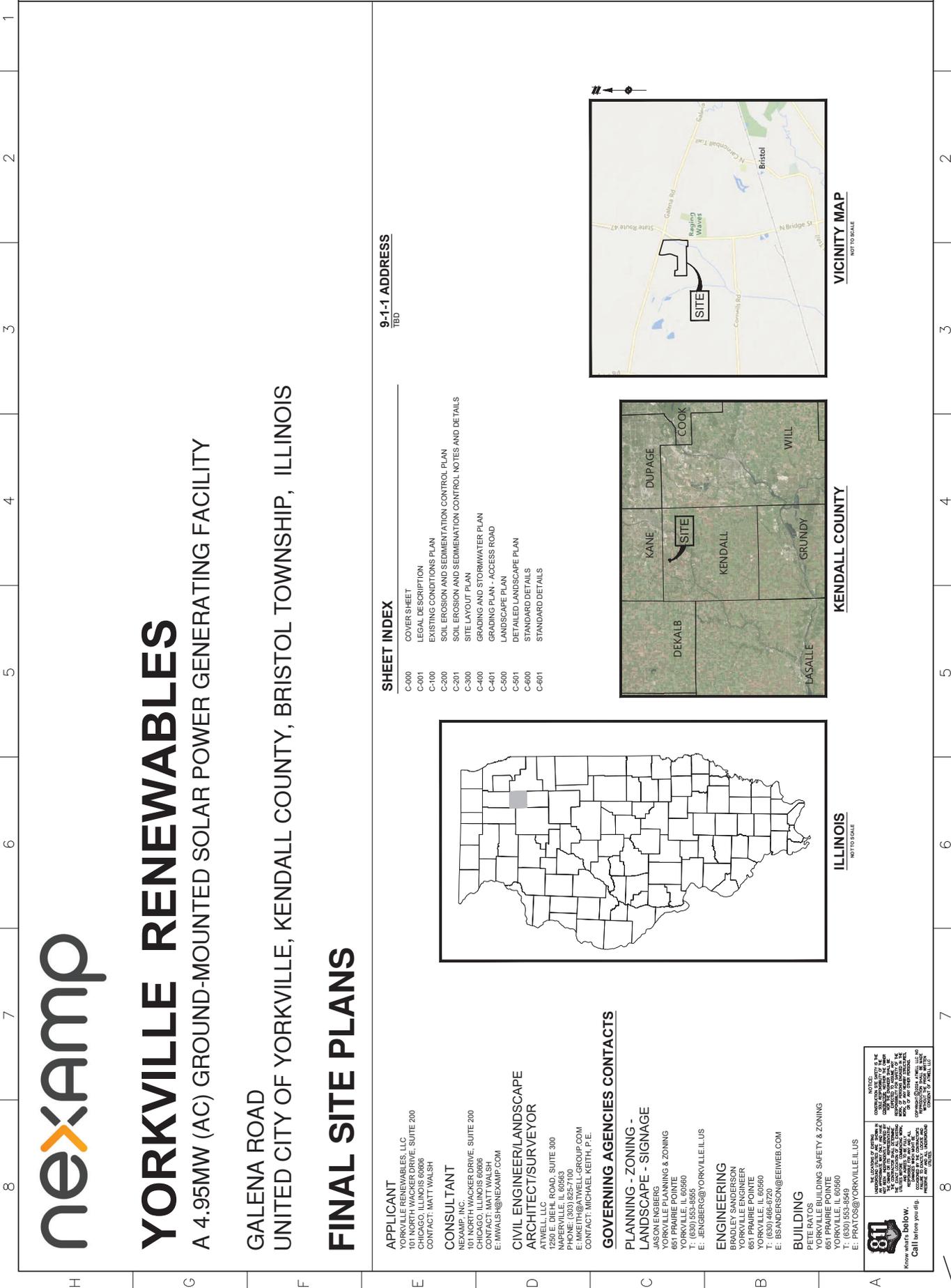
**ATWELL**  
1245 EAST OAK ROAD, SUITE 100  
DEKALB PARK PLAZA-06876  
YORKVILLE, ILLINOIS 60552

**Professional Engineer Seal**  
JASON ENGBERG  
No. 001-00000000  
STATE OF ILLINOIS  
DATE: 8/12/2025  
EXP. DATE: 1/30/2026

**Project**  
YORKVILLE RENEWABLES  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**NOT FOR CONSTRUCTION**  
COVER SHEET

**C-000**  
Sheet No. Size: D  
Drawing Title: COVER SHEET















Drawing Title: <b>C-401</b> Sheet No.: Size: D	Drawn By: LEH Scale: As Noted Approved By: MBK
	Project: <b>YORKVILLE RENEWABLES</b> GALENA ROAD YORKVILLE, ILLINOIS 60512

Rev:	Date:
A	4/7/24
B	6/9/24
C	6/11/24
D	REV. PER CITY OF YORKVILLE 8/13/24

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

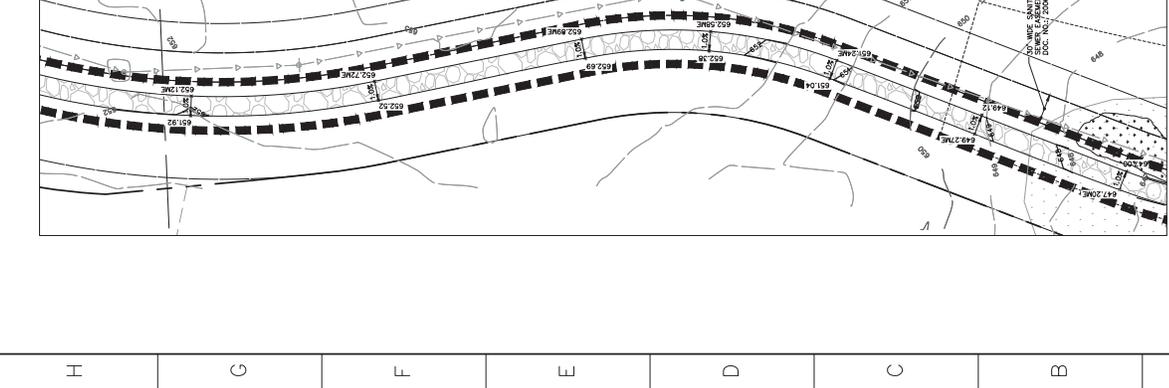
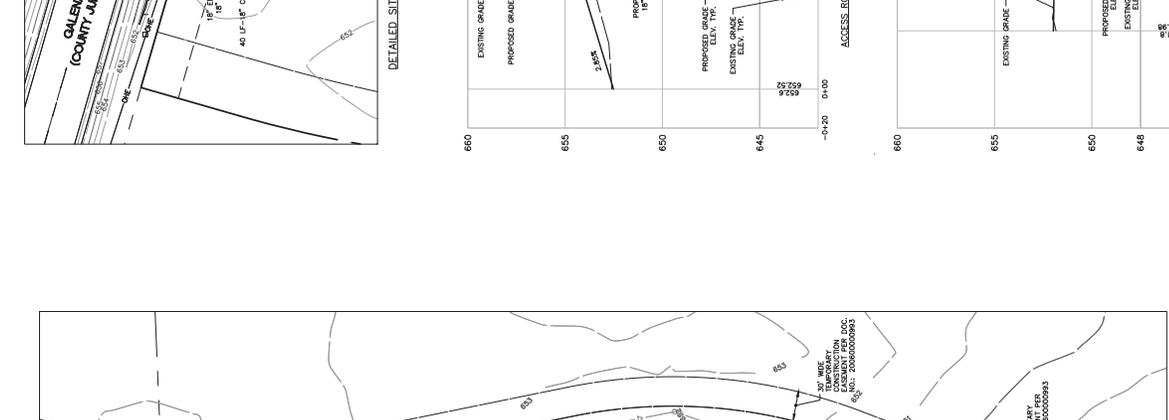
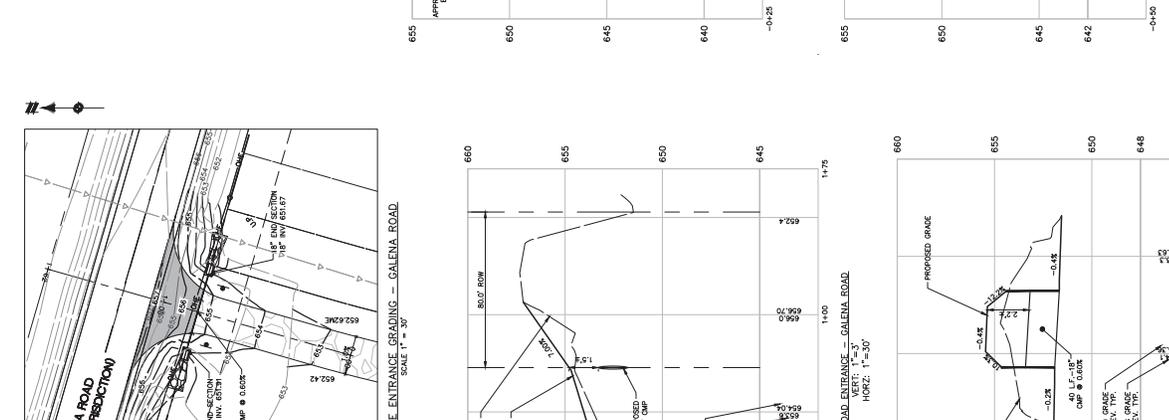
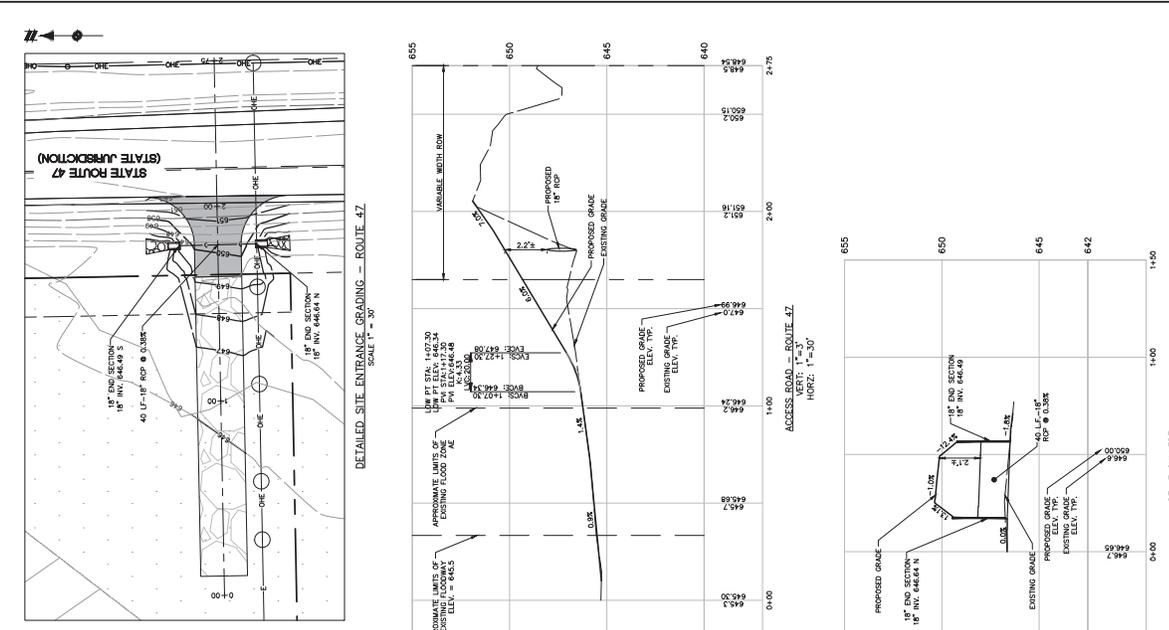
**nexamp**

ATWELL  
 915 W. Main Street, Suite 100  
 Yorkville, IL 60552  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

NOT FOR CONSTRUCTION

Grading Plan - Access Road

Access Road - Galena Road



NOTES:  
 1. THE LOCATION OF CURBS AND GUTTERS SHALL BE AS SHOWN ON THIS PLAN.  
 2. THE LOCATION OF CURBS AND GUTTERS SHALL BE AS SHOWN ON THIS PLAN.  
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Sheet No. **EX-01**  
 Sheet Rev. **D**

Drawing Title  
**TRUCK TURN ANALYSIS  
 CONSTRUCTION/DELIVERY  
 TRAFFIC**

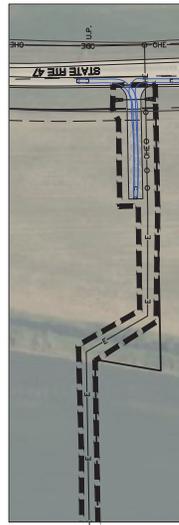
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 Approved by: MBK

Project  
**YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/29/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/12/24

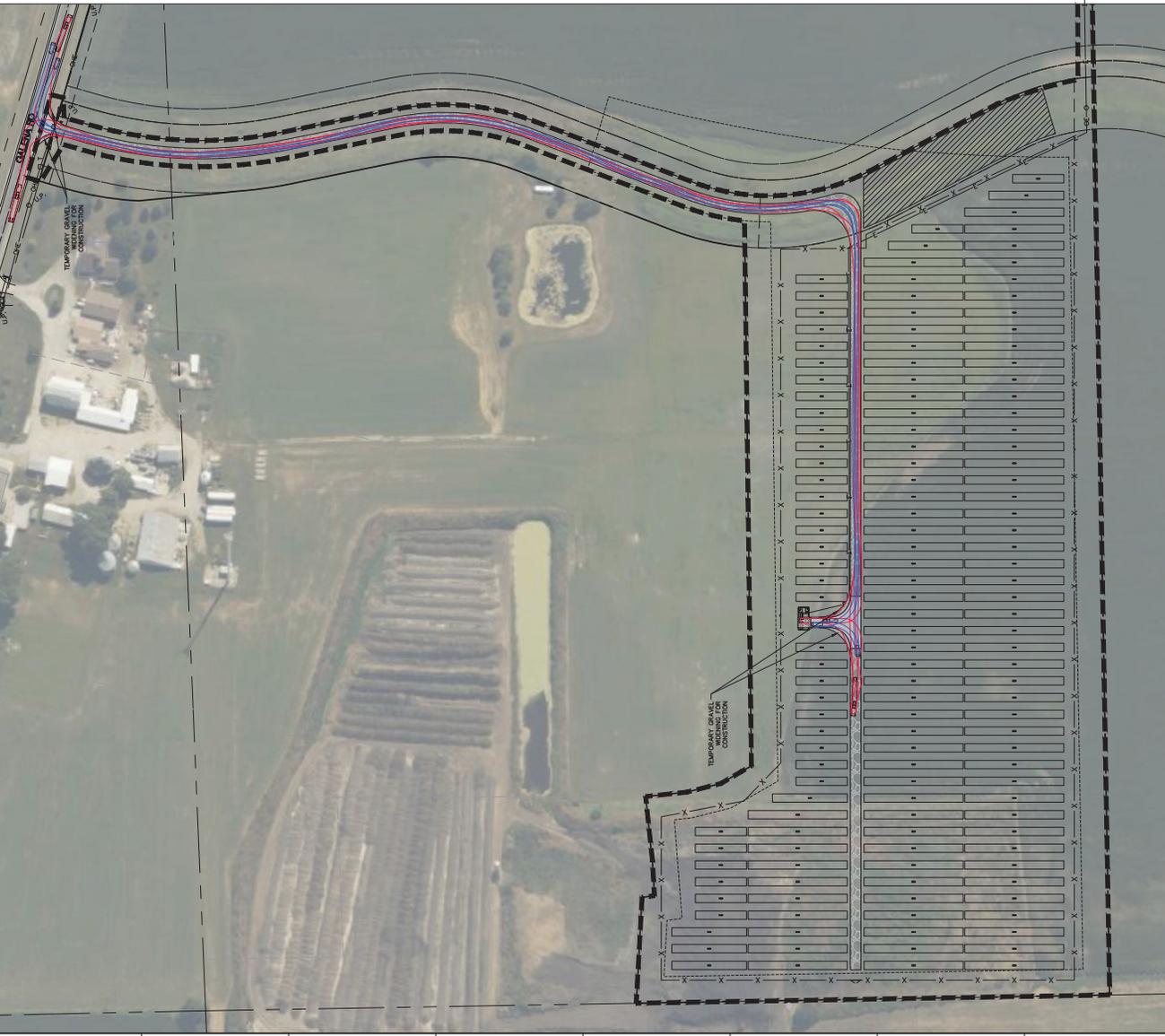
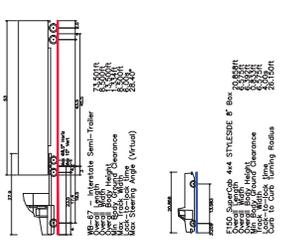
101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL  
 DESIGN TEAM #14-000876



**LEGEND**

- 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
- TEMPORARY GRAVEL ROAD
- WORKING FOR CONSTRUCTION







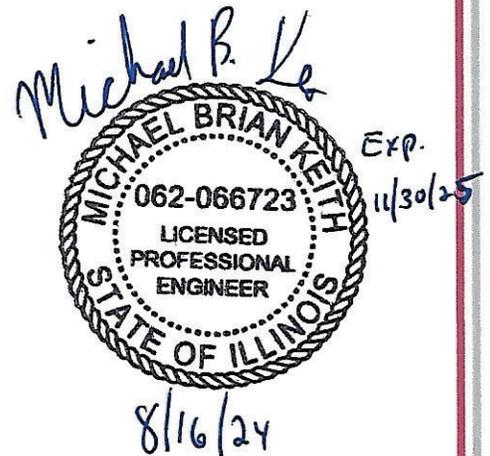
**STORMWATER/DRAINAGE MEMORANDUM**  
**WINNEBAGO COUNTY, IL**

**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**

## TABLE OF CONTENTS

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<b>2</b>	<b>EXISTING CONDITIONS .....</b>	<b>2</b>
<b>3</b>	<b>PROPOSED CONDITIONS .....</b>	<b>3</b>
<b>4</b>	<b>CONCLUSION .....</b>	<b>4</b>

## 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 1<sup>st</sup>, 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
<b>Combined CN</b>		<b>87</b>	

### 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
<b>Combined CN</b>		<b>57</b>	

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.

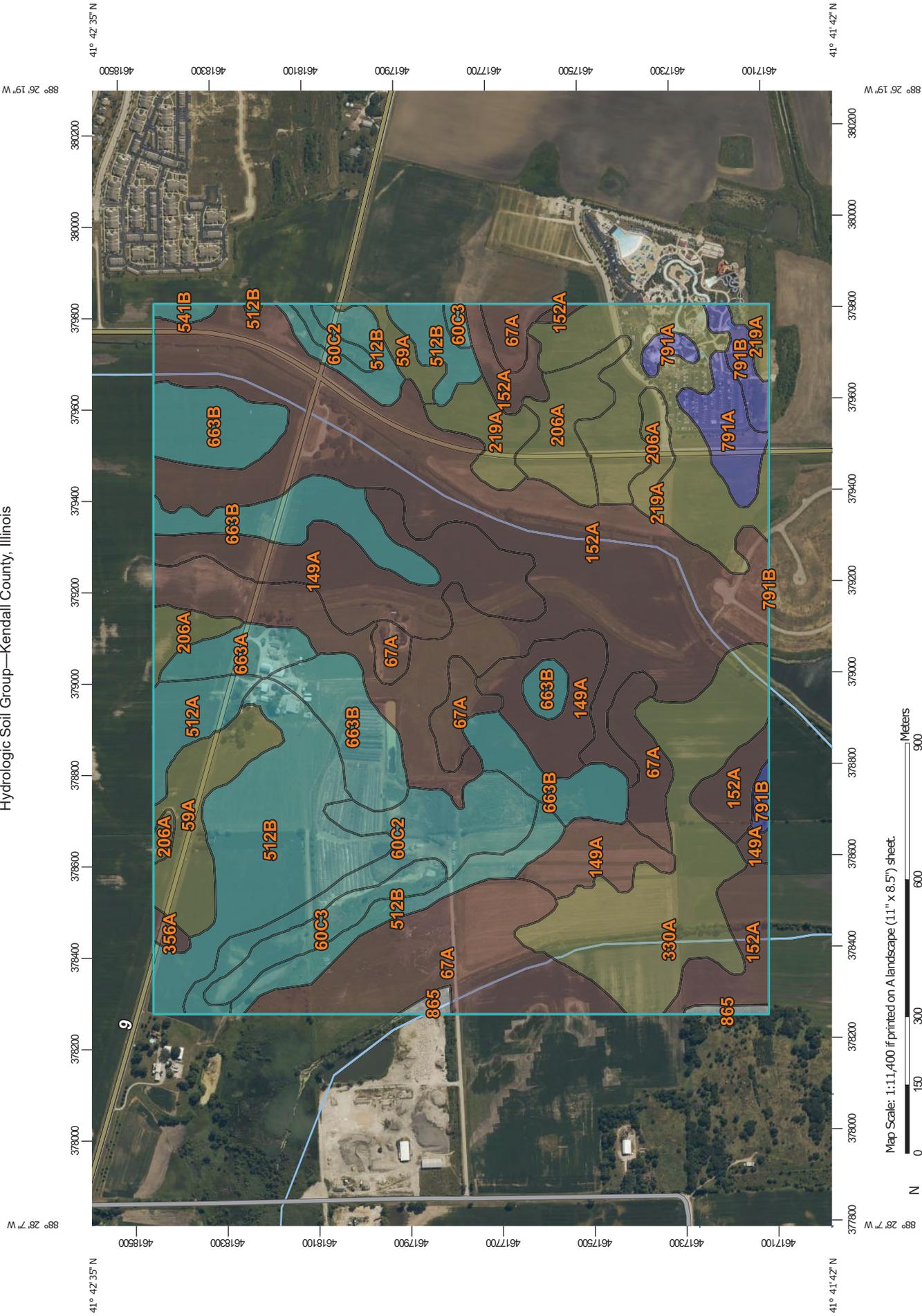
**Table 4.1 – Storm Frequency Flows (Total Allowable vs. Total Post-Development)**

	Area (Acres)	2 – Year Storm Event (cfs)	100 - Year Storm Event (cfs)
<b>Undisturbed area pre-development peak flow rate</b>	28.2	8.13	24.91
<b>Disturbed area allowable peak flow rate</b> (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
<b>Total allowable peak flow rate</b> (Undisturbed area pre-development area/flow + Disturbed area/flow)	29.8	8.19	25.15
<b>Total post-development peak flow rate</b> (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



## MAP LEGEND

<b>Area of Interest (AOI)</b>	 Area of Interest (AOI)
<b>Soils</b>	
<b>Soil Rating Polygons</b>	
A	
A/D	
B	
B/D	
C	
C/D	
D	
Not rated or not available	
<b>Soil Rating Lines</b>	
A	
A/D	
B	
B/D	
C	
C/D	
D	
Not rated or not available	
<b>Soil Rating Points</b>	
A	
A/D	
B	
B/D	
C	
C/D	
D	
Not rated or not available	
<b>Water Features</b>	
Streams and Canals	
<b>Transportation</b>	
Rails	
Interstate Highways	
US Routes	
Major Roads	
Local Roads	
<b>Background</b>	
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%
<b>Totals for Area of Interest</b>			<b>517.6</b>	<b>100.0%</b>

## 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**

<b>EX-DA D</b> Sheet No.: 01 Sheet Rev:	<b>NOT FOR CONSTRUCTION</b> AREA MAP EXISTING DRAINAGE	Project: <b>YORKVILLE RENEWABLES</b> 6AENA ROAD YORKVILLE, ILLINOIS 60512	Drawn By: LEH Scale: As Noted Approved By: MBE
Date: 8/15/24 Issue: 01 Revision: 01			

Rev.	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/19/24
C	PERMIT SET	6/11/24
D	REV. PER CITY OF YORKVILLE	8/15/24

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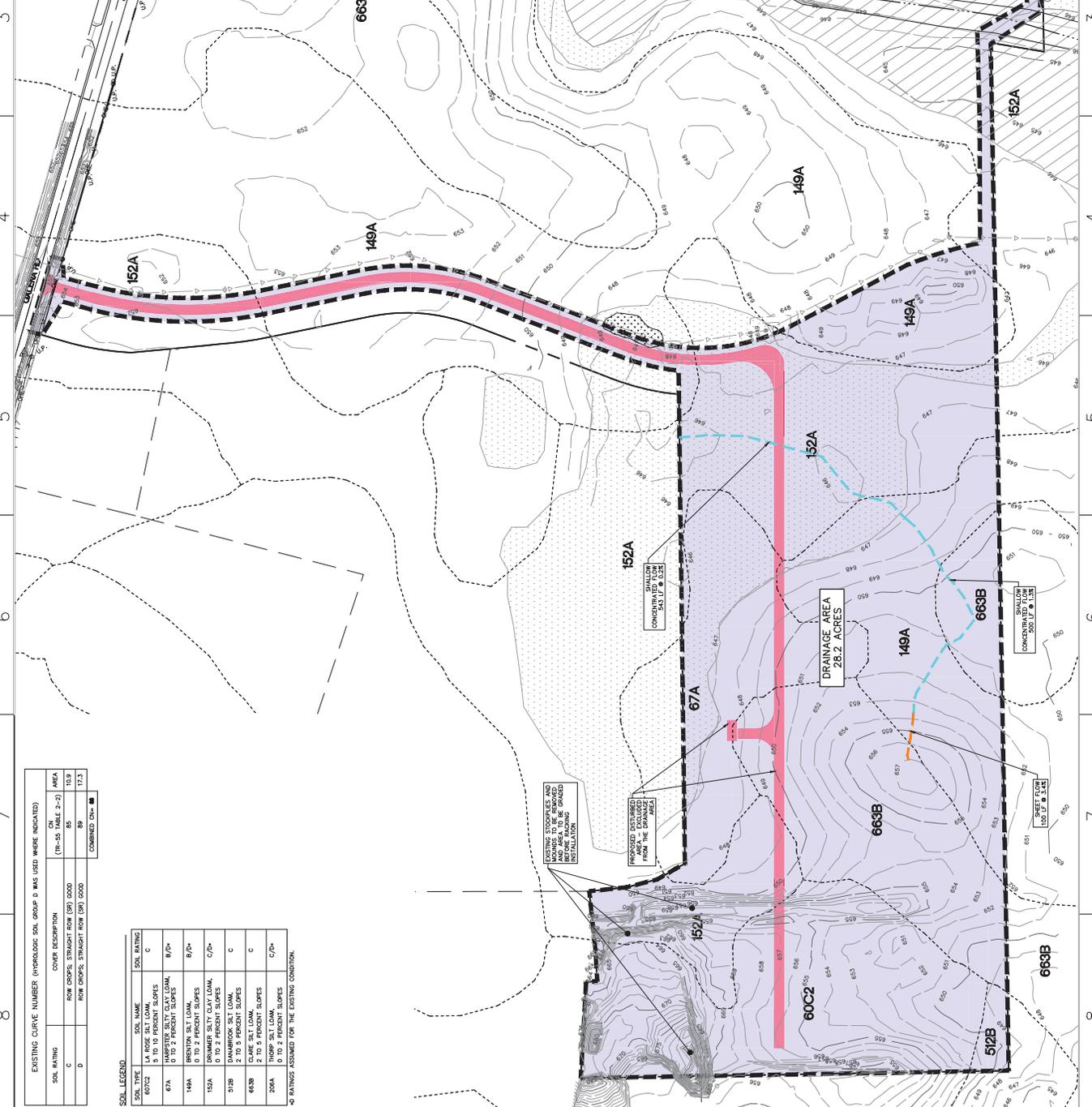
**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING CONTOUR
- EXISTING WATERCOURSE
- EXISTING WETLAND
- SOIL TYPE BOUNDARY
- EXISTING STORM SEWER
- EXISTING OVERHEAD ELECTRIC DRAINAGE AREA
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- EXISTING UNDISTURBED AREA - HIGH CROPS - GOOD CONDITION
- EXISTING UNDISTURBED AREA - LOW CROPS - GOOD CONDITION
- PROPOSED IMPROVED DRAINAGE AREA
- PROPOSED CONCENTRATED FLOW
- SHALLOW CONCENTRATED FLOW

**SCALE IN FEET**

0 100 200 300 500

THE BOUNDARY, TOPOGRAPHY, VEGETATION AND SOIL INFORMATION TAKEN FROM AN ALTA SURVEY LAND TITLE SURVEY PREPARED BY AMELIA LLC DATED 3/20/2024 AND THE EXISTING DRAINAGE INFORMATION TAKEN FROM THE DRAINAGE MAPS ARE BASED ON RECORD DRAWINGS BY WALKER, LEITCHER ASSOCIATES, INC. DATED 5/7/17 (HIGHT ELEVATIONS ADJUSTED TO AMELIA SURVEYED TBM ELEVATIONS).



EXISTING CURVE NUMBER	HYDROLOGIC SOIL GROUP	D WAS USED WHERE INDICATED
SOIL RATING	COVER DESCRIPTION	ON (IN-35 TABLE 2-2) AREA
C	SOIL GROUPS: STRAIGHT ROW (S1) (S2)	100
D	SOIL GROUPS: STRAIGHT ROW (S1) (S2)	88
	COMBINED ON	17.3

SOIL LEGEND

SOIL TYPE	SOIL NAME	SOIL RATING
60C2	1A SAND	C
67A	HARSHETER SILTY CLAY LOAM, 5 TO 10 PERCENT SLOPES	B/D*
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D*
152A	DOUMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D*
512B	DANBROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	THORP SILT LOAM, 2 TO 5 PERCENT SLOPES	C/D*
205A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D*

\*D RATINGS ASSUMED FOR THE EXISTING CONDITION.

PROPOSED DRAINAGE AREA 28.2 ACRES



# **APPENDIX C**

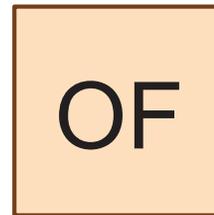
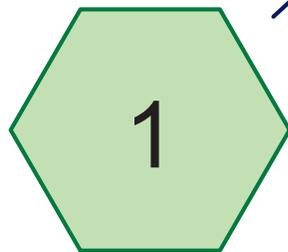
## **ISWS BULLETIN 75 PRECIPITATION DATA**

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

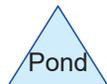
# **APPENDIX D**

## **HYDROCAD REPORT FOR 2-YEAR & 100-YEARSTORM EVENT**



OUTFALL

Drainage Area 1



## 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)
<b>28.150</b>	<b>87</b>	<b>TOTAL AREA</b>

## 22001787-Yorkville Solar-Existing

Prepared by Atwell, LLC

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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	
<b>28.150</b>		<b>TOTAL AREA</b>

## 22001787-Yorkville Solar-Existing

Prepared by Atwell, LLC

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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
<b>0.000</b>	<b>0.000</b>	<b>10.910</b>	<b>17.240</b>	<b>0.000</b>	<b>28.150</b>	<b>TOTAL AREA</b>	

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

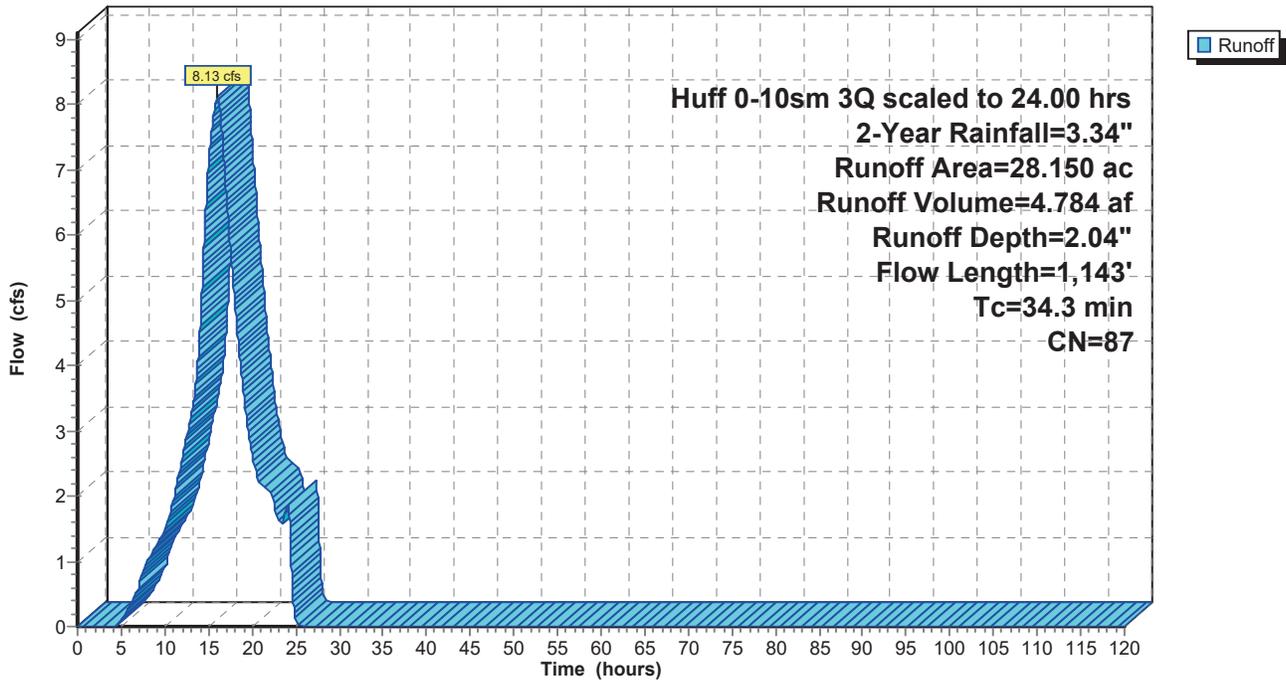
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

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		<b>Sheet Flow, Sheet Flow (Row Crop)</b> Cultivated: Residue<=20% n= 0.060 P2= 3.34"
8.1	500	0.0130	1.03		<b>Shallow Concentrated Flow, Shallow Conc. (Row Crop)</b> Cultivated Straight Rows Kv= 9.0 fps
22.5	543	0.0020	0.40		<b>Shallow Concentrated Flow, Shallow Conc (Row Crop)</b> Cultivated Straight Rows Kv= 9.0 fps
34.3	1,143	Total			

**Subcatchment 1: Drainage Area 1**

Hydrograph



### Summary for Reach OF: OUTFALL

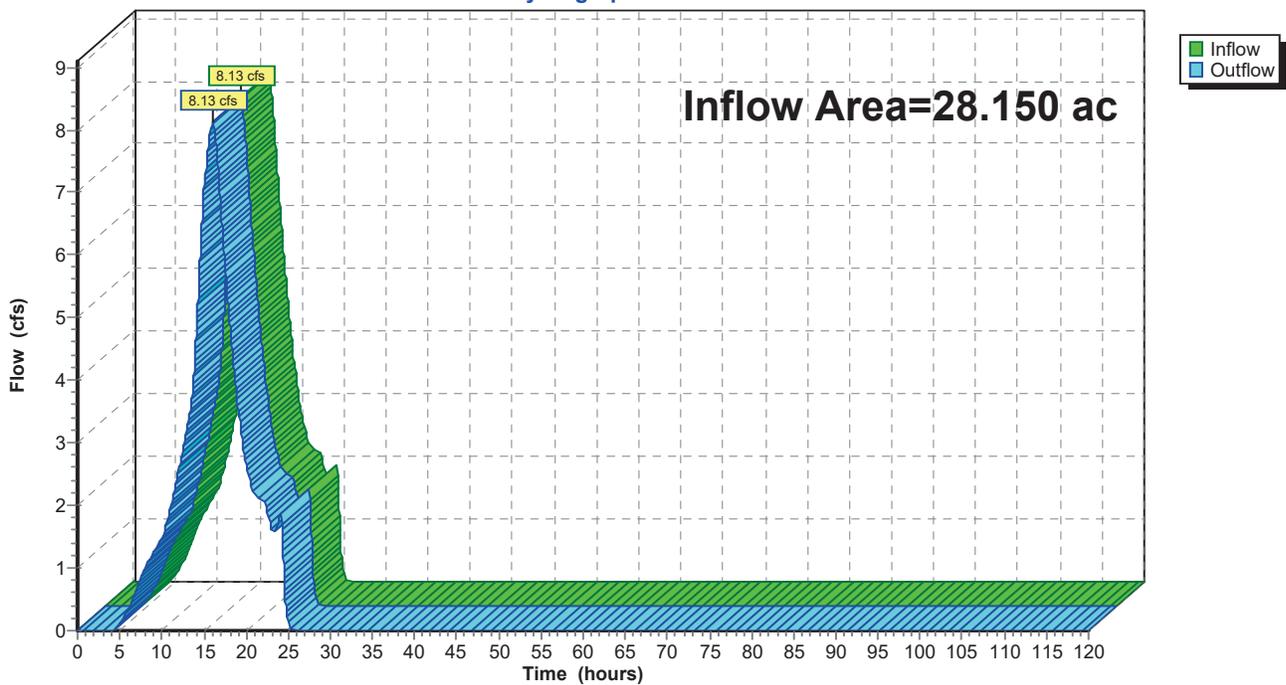
[40] Hint: Not Described (Outflow=Inflow)

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

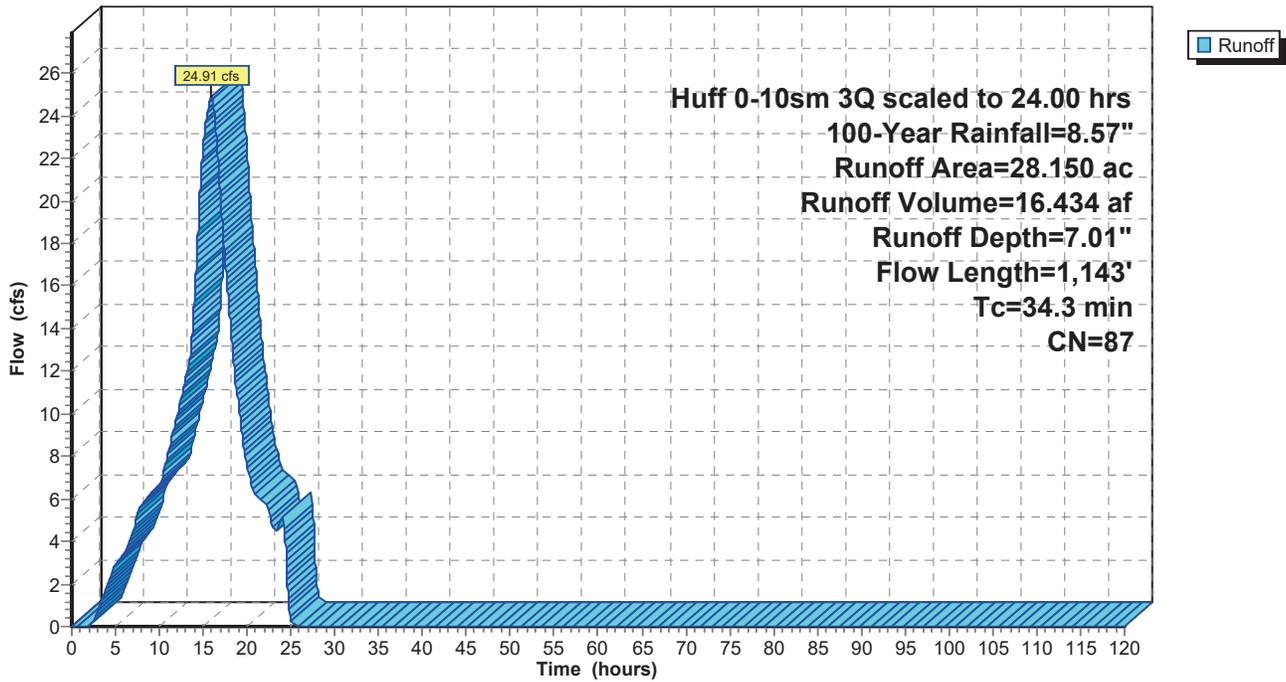
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

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		<b>Sheet Flow, Sheet Flow (Row Crop)</b> Cultivated: Residue<=20% n= 0.060 P2= 3.34"
8.1	500	0.0130	1.03		<b>Shallow Concentrated Flow, Shallow Conc. (Row Crop)</b> Cultivated Straight Rows Kv= 9.0 fps
22.5	543	0.0020	0.40		<b>Shallow Concentrated Flow, Shallow Conc (Row Crop)</b> Cultivated Straight Rows Kv= 9.0 fps
34.3	1,143	Total			

**Subcatchment 1: Drainage Area 1**

Hydrograph



### Summary for Reach OF: OUTFALL

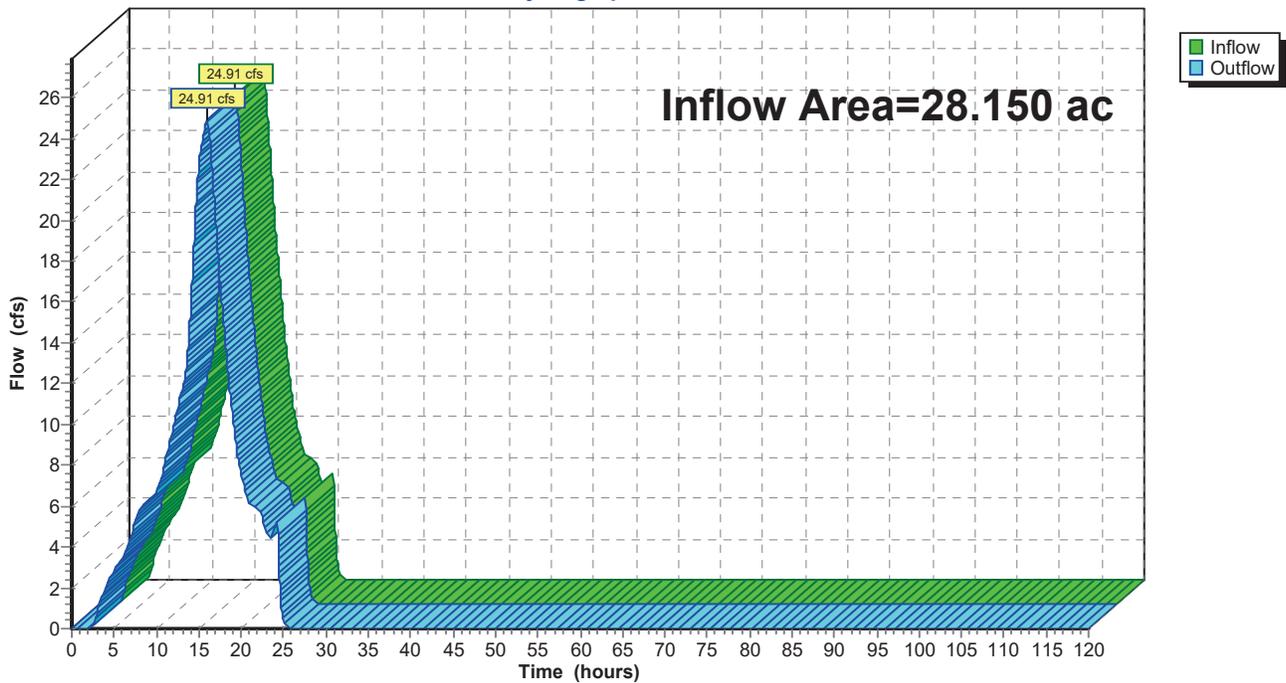
[40] Hint: Not Described (Outflow=Inflow)

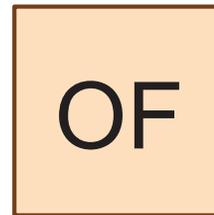
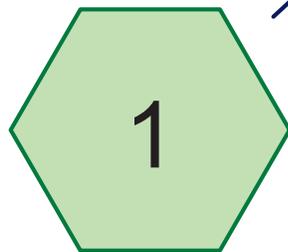
Inflow Area = 28.150 ac, 0.00% Impervious, Inflow Depth = 7.01" for 100-Year event  
Inflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af  
Outflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

### Reach OF: OUTFALL

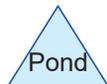
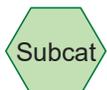
Hydrograph





OUTFALL

Drainage Area 1



# 22001787-Yorkville Solar-Proposed

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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)
<b>29.790</b>	<b>57</b>	<b>TOTAL AREA</b>

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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
<b>29.790</b>		<b>TOTAL AREA</b>

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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
<b>0.000</b>	<b>17.060</b>	<b>11.090</b>	<b>0.000</b>	<b>1.640</b>	<b>29.790</b>	<b>TOTAL AREA</b>	

**22001787-Yorkville Solar-Proposed Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"**

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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

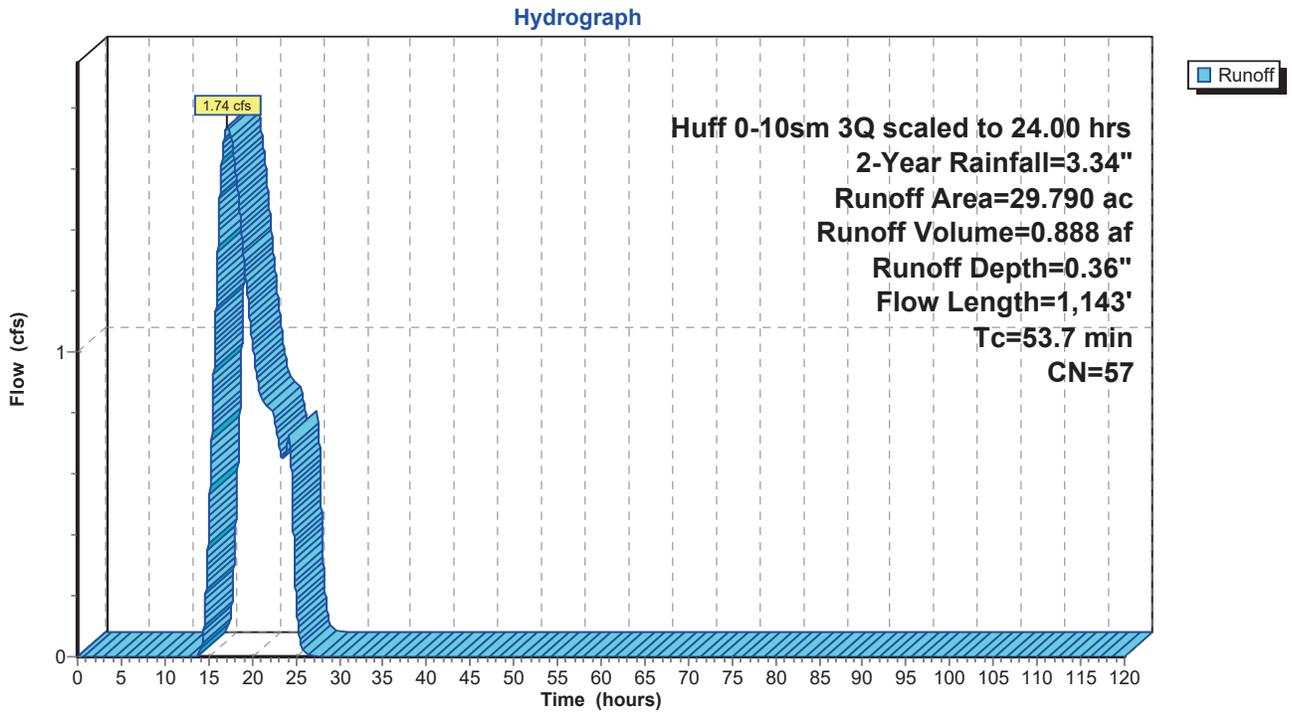
Runoff = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af, Depth= 0.36"  
 Routed to Reach OF : OUTFALL

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		<b>Sheet Flow, Sheet Flow (Row Crop)</b> Grass: Dense n= 0.240 P2= 3.34"
10.4	500	0.0130	0.80		<b>Shallow Concentrated Flow, Shallow Conc. (Brush)</b> Short Grass Pasture Kv= 7.0 fps
24.1	320	0.0010	0.22		<b>Shallow Concentrated Flow, Shallow Conc (Brush)</b> Short Grass Pasture Kv= 7.0 fps
0.2	20	0.0100	2.03		<b>Shallow Concentrated Flow, Shallow Conc. (Gravel)</b> Paved Kv= 20.3 fps
7.7	203	0.0039	0.44		<b>Shallow Concentrated Flow, Shallow Conc. (Brush)</b> Short Grass Pasture Kv= 7.0 fps
53.7	1,143	Total			

### Subcatchment 1: Drainage Area 1



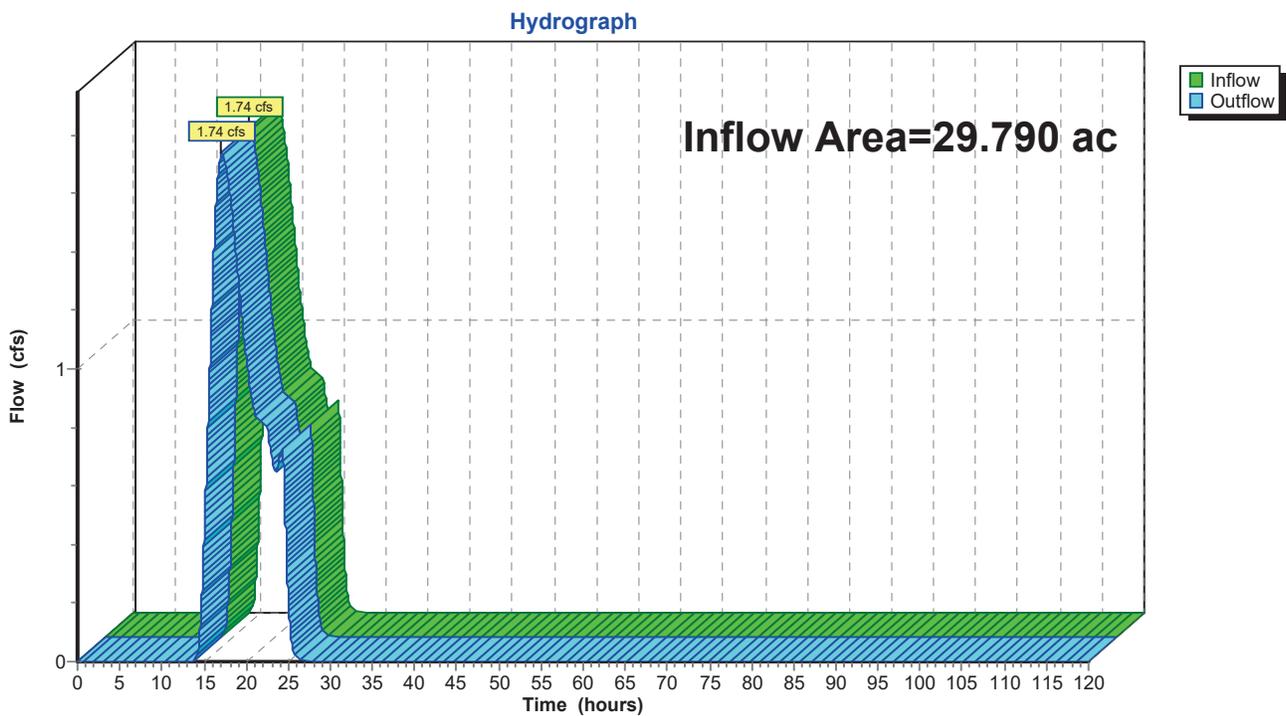
### Summary for Reach OF: OUTFALL

[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



**22001787-Yorkville Solar-Propos Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"**

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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

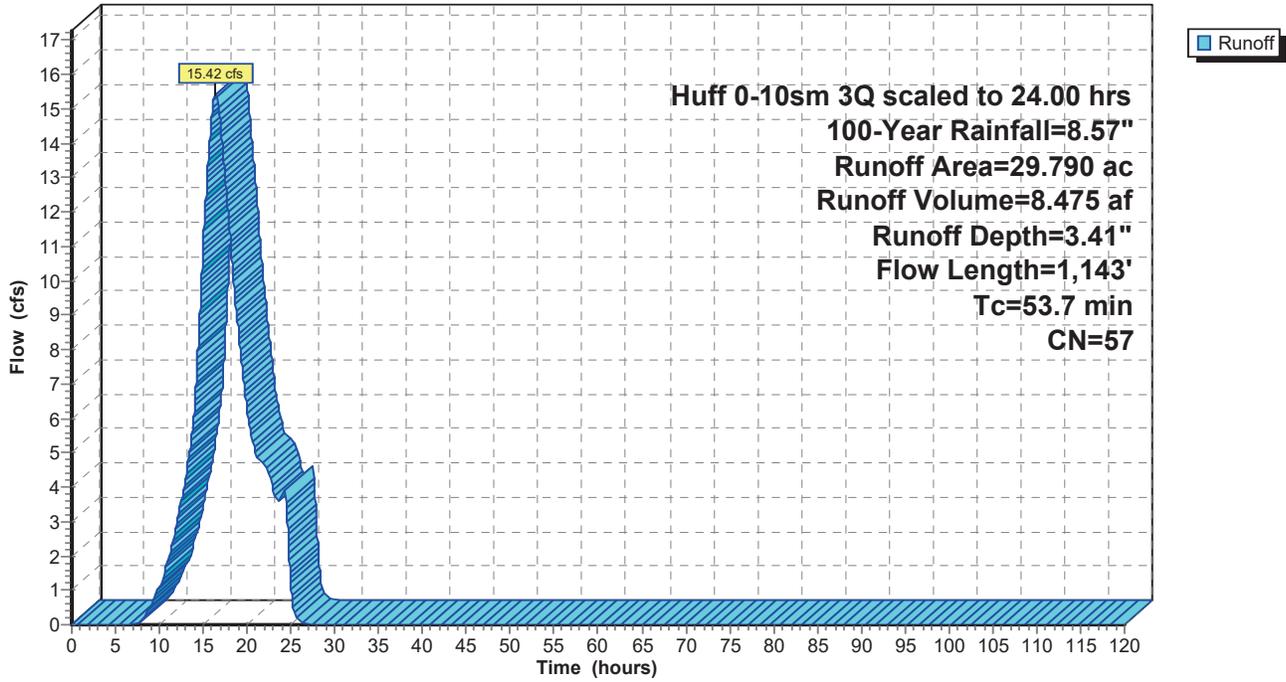
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

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		<b>Sheet Flow, Sheet Flow (Row Crop)</b> Grass: Dense n= 0.240 P2= 3.34"
10.4	500	0.0130	0.80		<b>Shallow Concentrated Flow, Shallow Conc. (Brush)</b> Short Grass Pasture Kv= 7.0 fps
24.1	320	0.0010	0.22		<b>Shallow Concentrated Flow, Shallow Conc (Brush)</b> Short Grass Pasture Kv= 7.0 fps
0.2	20	0.0100	2.03		<b>Shallow Concentrated Flow, Shallow Conc. (Gravel)</b> Paved Kv= 20.3 fps
7.7	203	0.0039	0.44		<b>Shallow Concentrated Flow, Shallow Conc. (Brush)</b> Short Grass Pasture Kv= 7.0 fps
53.7	1,143	Total			

### Subcatchment 1: Drainage Area 1

Hydrograph



### Summary for Reach OF: OUTFALL

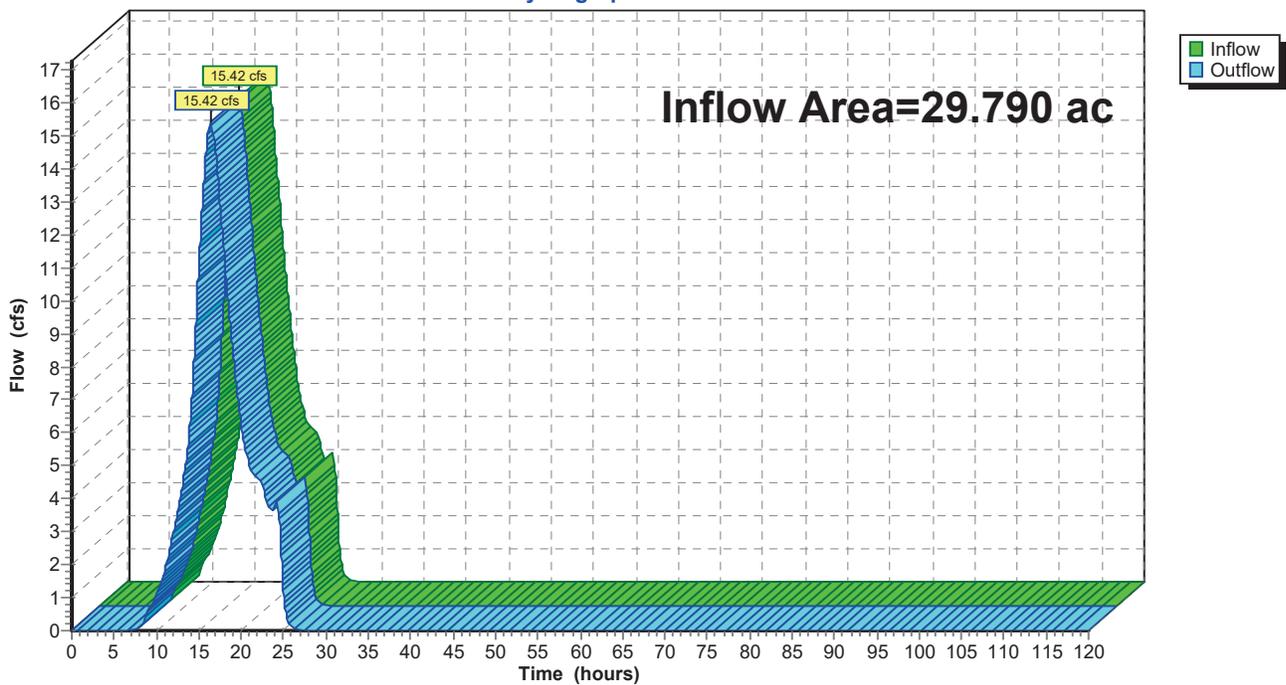
[40] Hint: Not Described (Outflow=Inflow)

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

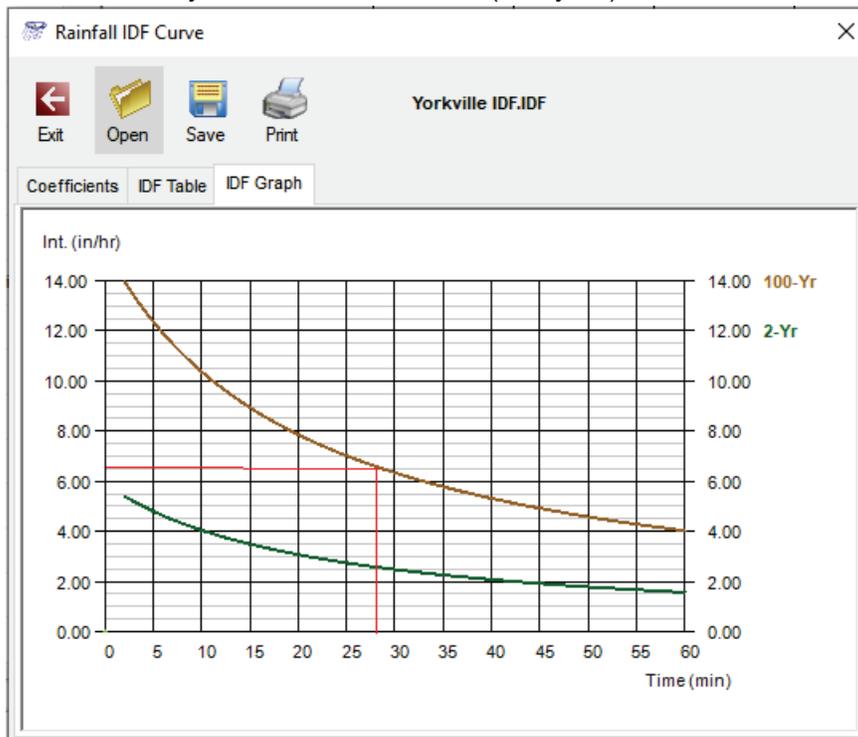


# YORKVILLE RENEWABLES

## 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)



$$Q = CIA$$

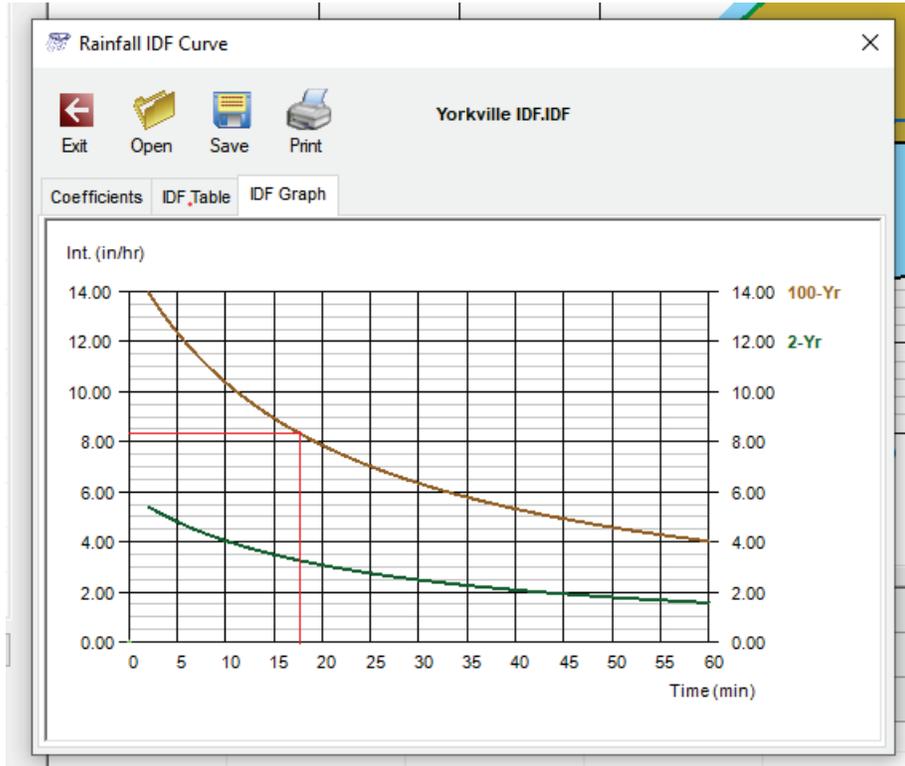
$$Q = (0.44) \times (6.5) \times (12.3) = 35.18 \text{ cfs}$$

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:

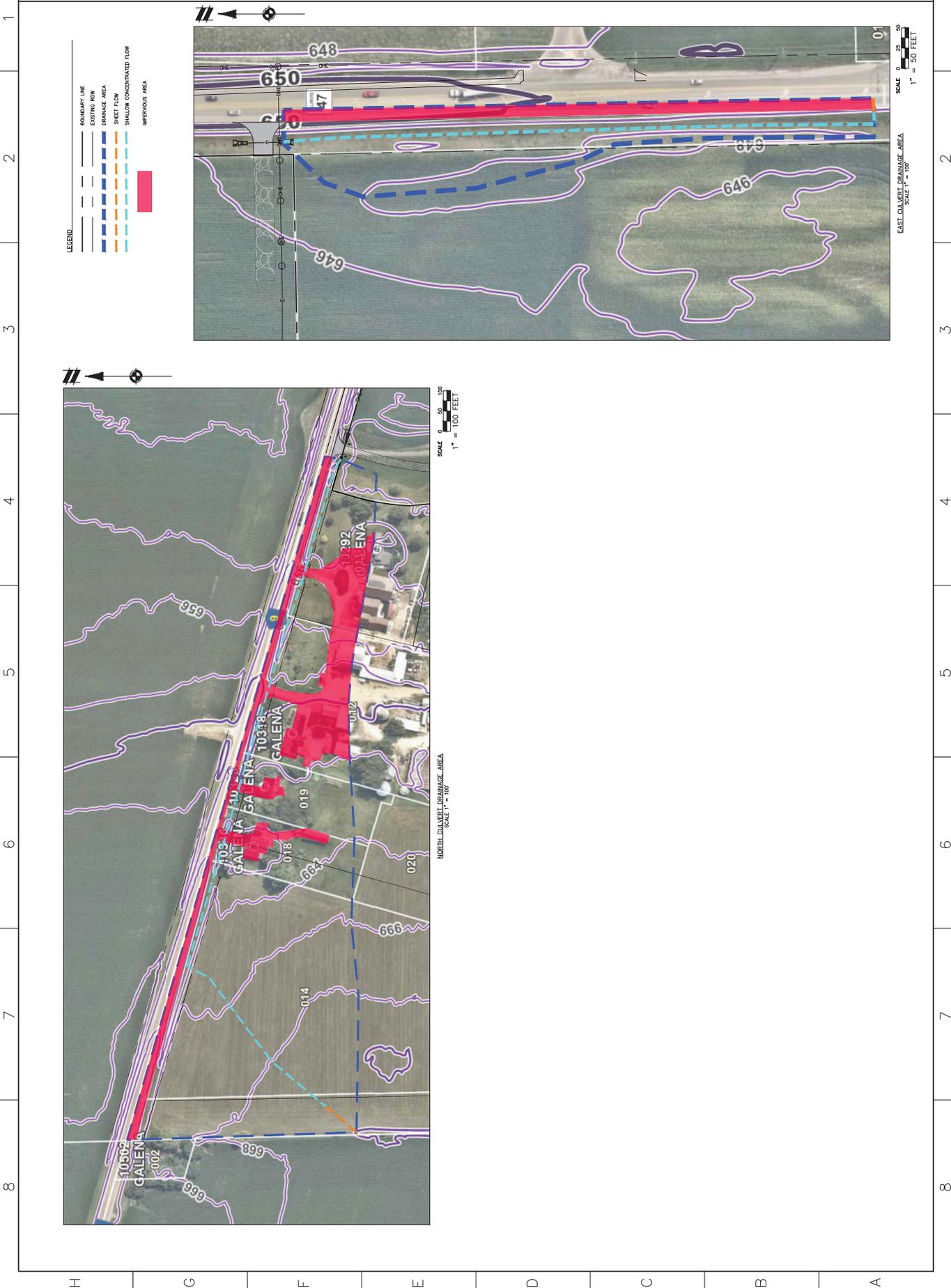
Drainage Area: 1.2± acres  
Composite C: 0.44  
    Impervious Area: 0.2± acres (assume C=0.90)  
    Pervious Area: 1.0± acres (assume C=0.35)  
Time of concentration: 9.0 min (see attached pdf)  
Rainfall intensity: 10.5 in/hr (100-year)



$Q = CIA$

$Q = (0.44) \times (10.5) \times (1.2) = 5.5 \text{ cfs}$

Proposed 18" RCP culvert – **Sized adequately.**



**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- DRAINAGE AREA
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW
- IMPERVIOUS AREA



**EX-01 D**

**NOT FOR CONSTRUCTION**

CULVERT DRAINAGE AREAS

YORKVILLE RENEWABLES

GALENA ROAD

YORKVILLE, ILLINOIS 60512

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/12/24
C	PERMIT SET	6/17/24
D	REV. PER. CITY OF YORKVILLE	8/12/24



**nexamp**

101 Summer Street, 2nd Fl., Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

### Worksheet 3: Time of Concentration (Tc) or travel time (Tt) for North Culvert

<b>Project</b> Yorkville Renewables, LLC	<b>By</b> LEH	<b>Date</b> 8/16/2024
<b>Location</b> Galena Road, Yorkville, Kendall County, Illinois	<b>Checked</b>	<b>Date</b>

Check one:  Present     Developed  
 Check one:  T<sub>c</sub>     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, P <sub>2</sub>	(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 <sub>t</sub>	(hr)	0.10	+	0.00	= <span style="border: 1px solid black; padding: 2px;">0.10</span>

#### 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 <sub>t</sub>	(hr)	0.08	+	0.00	= <span style="border: 1px solid black; padding: 2px;">0.08</span>

#### Channel flow

	Segment ID				
12 Cross sectional flow area, a	(ft <sup>2</sup> )	0.9			
13 Wetted perimeter, p <sub>w</sub>	(ft)	6			
14 Hydraulic radius, r = a/p <sub>w</sub> 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 <sub>t</sub>	(hr)	0.28		0.00	= <span style="border: 1px solid black; padding: 2px;">0.28</span>
20 Watershed or subarea T <sub>c</sub> or T <sub>t</sub> (add T <sub>t</sub> in steps 6, 11, and 19)					Hr <span style="border: 1px solid black; padding: 2px;">0.46</span>

### Worksheet 3: Time of Concentration (Tc) or travel time (Tt) for East Culvert

<b>Project</b> Yorkville Renewables, LLC	<b>By</b> LEH	<b>Date</b> 8/16/2024
<b>Location</b> Galena Road, Yorkville, Kendall County, Illinois	<b>Checked</b>	<b>Date</b>

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	= <span style="border: 1px solid black; padding: 2px;">0.01</span>

#### 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	= <span style="border: 1px solid black; padding: 2px;">0.01</span>

#### Channel flow

	Segment ID				
12 Cross sectional flow area, a	(ft <sup>2</sup> )	2.25			
13 Wetted perimeter, pw <sub>a</sub>	(ft)	10			
14 Hydraulic radius, r = a/p <sub>w</sub> 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 <sub>c</sub> or T <sub>t</sub> (add T <sub>t</sub> in steps 6, 11, and 19)				0.00	= <span style="border: 1px solid black; padding: 2px;">0.13</span> Hr    0.15



# Culvert Report

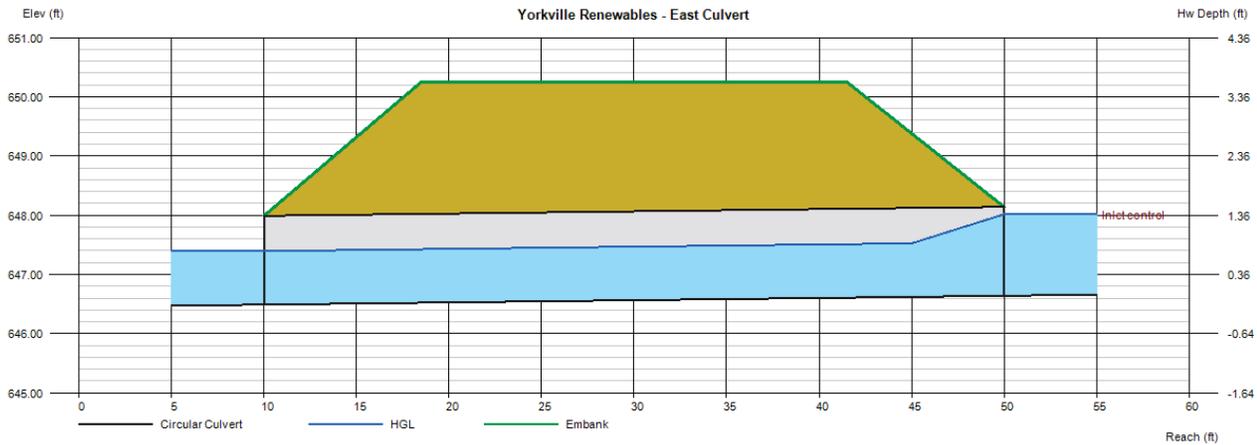
## Yorkville Renewables - East Culvert

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

<b>Embankment</b>	
Top Elevation (ft)	= 650.25
Top Width (ft)	= 23.00
Crest Width (ft)	= 10.00

<b>Calculations</b>	
Qmin (cfs)	= 5.50
Qmax (cfs)	= 5.50
Tailwater Elev (ft)	= Critical

<b>Highlighted</b>	
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](mailto:FKlaas@kendallcountyil.gov)>  
**Sent:** Friday, October 21, 2022 3:34 PM  
**To:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>  
**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](mailto:fklaas@kendallcountyil.gov)

---

**From:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>  
**Sent:** Friday, October 21, 2022 8:12 AM  
**To:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>; Web\_Email\_Highway <[Web\\_Email\\_Highway@kendallcountyil.gov](mailto:Web_Email_Highway@kendallcountyil.gov)>  
**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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  
Galena Road, City of Yorkville, Kendall County, Bristol Township, Illinois  
**Location**  
**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
<b><u>Erosion Control/Contractor Fees</u></b>					
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	
<b><u>Site Demolition</u></b>					
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	
<b><u>Racking and Module Removal</u></b>					
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	
<b><u>Wiring Removal</u></b>					
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	
<b><u>Power Conditioning Equipment Removal</u></b>					
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	
<b><u>Equipment Pad Removal</u></b>					
Remove Pad	1	EACH	\$750.00	\$750.00	
Sub-Total				\$750.00	
<b>DECOMMISSIONING PRESENT VALUE</b>				<b>\$370,689.76</b>	
<b>DECOMMISSIONING TOTAL (@3% inflation over 40 years)</b>				<b>\$1,209,203.99</b>	
<b>DECOMMISSIONING SURETY (TOTAL X 120%)</b>				<b>\$1,451,045.00</b>	

**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 – 1<sup>st</sup> 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



**GALENA RD & IL-47 (N. BRIDGE ST)  
ROB ROY CREEK  
FLOODPLAIN EXHIBIT**



DATE: SEPTEMBER 2020  
PROJECT NO: Y00002  
BY: MUT  
PATH: H:\ENGINEERING\DESIGN  
FILE: 100002\100002\FLOODPLAIN\100002\FLOODPLAIN\_EXHIBIT.dwg

NO.	DATE	REVISIONS

**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560  
630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)





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 – 1<sup>st</sup> 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.

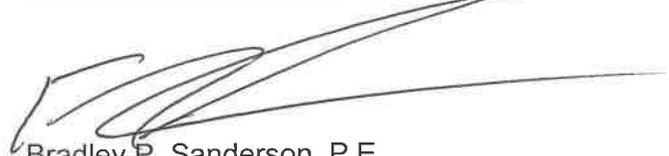
**Engineer's Opinion of Probable Decommissioning Costs**

- 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 – 2<sup>nd</sup> 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.

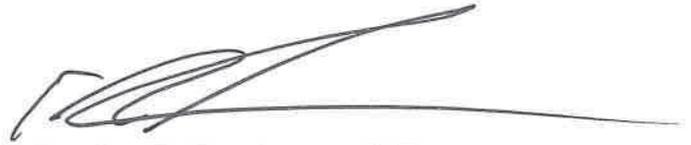
**Engineer's Opinion of Probable Decommissioning Costs**

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](mailto: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](http://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](mailto:fklaas@kendallcountyil.gov)

---

**From:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>  
**Sent:** Tuesday, November 8, 2022 12:15 PM  
**To:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>  
**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](http://www.atwell-group.com) (-> [linkprotect.cudasvc.com](http://linkprotect.cudasvc.com))

---

**From:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>

**Sent:** Monday, November 7, 2022 8:06 AM

**To:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>

**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](mailto:fklaas@kendallcountyil.gov)

---

**From:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>

**Sent:** Friday, November 4, 2022 11:13 AM

**To:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>

**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](http://linkprotect.cudasvc.com))

Best Regards,

**Matthew Brown**

Engineer

**ATWELL, LLC**

734.994.4000 Office

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---

**From:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>

**Sent:** Tuesday, November 1, 2022 11:44 AM

**To:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>

**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](mailto:fklaas@kendallcountyil.gov)

---

**From:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>

**Sent:** Thursday, October 27, 2022 1:49 PM

**To:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>

**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](http://linkprotect.cudasvc.com)) (-> [linkprotect.cudasvc.com](http://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

[www.atwell-group.com](http://www.atwell-group.com) (-> [linkprotect.cudasvc.com](http://linkprotect.cudasvc.com)) (-> [linkprotect.cudasvc.com](http://linkprotect.cudasvc.com)) (-> [linkprotect.cudasvc.com](http://linkprotect.cudasvc.com))

---

**From:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>  
**Sent:** Friday, October 21, 2022 3:34 PM  
**To:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>  
**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](mailto:fklaas@kendallcountyil.gov)

---

**From:** Matthew Brown <[mbrown@atwell-group.com](mailto:mbrown@atwell-group.com)>  
**Sent:** Friday, October 21, 2022 8:12 AM  
**To:** Fran Klaas <[FKlaas@kendallcountyil.gov](mailto:FKlaas@kendallcountyil.gov)>; Web\_Email\_Highway <[Web\\_Email\\_Highway@kendallcountyil.gov](mailto:Web_Email_Highway@kendallcountyil.gov)>  
**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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](mailto:fklaas@kendallcountyil.gov)

**Cc:** Perry Ryan <[pryan@atwell-group.com](mailto:pryan@atwell-group.com)>; Michael Keith <[mkeith@atwell-group.com](mailto: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**

734.994.4000 Office

517.215.1214 Mobile

734.994.1590 Fax

311 North Main | Ann Arbor, MI 48104

[www.atwell-group.com](http://www.atwell-group.com) (-> [linkprotect.cudasvc.com](#)) (-> [linkprotect.cudasvc.com](#)) (-> [linkprotect.cudasvc.com](#)) (-> [linkprotect.cudasvc.com](#))

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

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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

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Tracking Number

CC 2021-04

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### Agenda Item Summary Memo

**Title:** City Buildings Updates

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**Meeting and Date:** City Council – October 8, 2024

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**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

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**Council Action Requested:** Informational

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**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.

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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 #5

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Tracking Number

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CC 2021-38

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### Agenda Item Summary Memo

**Title:** Water Study Update

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**Meeting and Date:** City Council – October 8, 2024

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**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

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**Council Action Requested:** Informational

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**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.

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