



## 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 22, 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. Fiscal Year 2024 Audit Presentation

### Public Hearings:

### Citizen Comments on Agenda Items:

### Consent Agenda:

1. Minutes of the Regular City Council – October 8, 2024
2. Bill Payments for Approval
  - \$ 2,193,107.39 (vendors)
  - \$ 427,468.66 (payroll period ending 10/11/24)
  - \$ 2,620,576.05 (total)
3. PW 2024-83 Grande Reserve – Unit 6 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$206,106.54, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
4. PW 2024-84 Northpointe – Sign Easement – *authorize the Mayor, City Clerk, and City Engineer to execute*
5. PW 2024-85 QuikTrip – Easement Plat – *authorize the Mayor, City Clerk, and City Engineer to execute*
6. ADM 2024-38 Treasurer’s Report for September 2024

**Consent Agenda (cont'd):**

7. ADM 2024-42 Fiscal Year 2024 Annual Treasurer's Report

**Mayor's Report:**

1. CC 2024-81 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Kelaka LLC)
2. CC 2024-82 Public Works and Parks Facility – Construction Manager Selection

**Public Works Committee Report:**

1. PW 2024-86 2025 Road to Better Roads Program – Design Engineering Agreement
2. PW 2024-87 2025 Local Road Program – Design Engineering Agreement
3. PW 2024-88 East Alley Water Main Improvements – Design Engineering Agreement
4. PW 2024-89 Water Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements – Recommendation of Award
5. PW 2024-90 Water Well No. 10 Equipment and Well No. 7 Water Treatment Plant Electrical Improvements – Construction Engineering Agreements
6. PW 2024-91 Lake Michigan – WIFIA Loan Application Change Order and Contract Amendment

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

1. ADM 2024-43 Resolution Approving an Increase in Funding for the Kendall Area Transit Project

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2024-01 & EDC 2024-53 Yorkville Renewables Solar (Nexamp) – Presentation Only
  - 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
2. PZC 2024-23 & EDC 2024-68 Kendall County Petition 24-26 – 1.5 Mile Review (11327 and 11209 River Road)
3. PZC 2024-24 & EDC 2024-69 Kendall County Petition 24-27 – 1.5 Mile Review (5862 and 5834 Championship Court)

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor’s Report (cont’d):**

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

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

- 1. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- 2. For the purchase or lease of real property for the use of the public body.

**Adjournment:**

COMMITTEES, MEMBERS AND RESPONSIBILITIES

**ADMINISTRATION: November 20, 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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

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

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

**PUBLIC WORKS: November 19, 2024 – 6:00 p.m. – East Conference Room #337:**

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

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, October 22, 2024**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**PRESENTATIONS:**

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1. Fiscal Year 2024 Audit Presentation

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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 – October 8, 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. PW 2024-83 Grande Reserve – Unit 6 Acceptance

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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4. PW 2024-84 Northpointe – Sign Easement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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5. PW 2024-85 QuikTrip – Easement Plat

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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6. ADM 2024-38 Treasurer’s Report for September 2024

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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7. ADM 2024-42 Fiscal Year 2024 Annual Treasurer's Report

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2024-81 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Kelaka LLC)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. CC 2024-82 Public Works and Parks Facility – Construction Manager Selection

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**PUBLIC WORKS COMMITTEE REPORT:**

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1. PW 2024-86 2025 Road to Better Roads Program – Design Engineering Agreement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. PW 2024-87 2025 Local Road Program – Design Engineering Agreement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. PW 2024-88 East Alley Water Main Improvements – Design Engineering Agreement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

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4. PW 2024-89 Water Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements – Recommendation of Award

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

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5. PW 2024-90 Water Well No. 10 Equipment and Well No. 7 Water Treatment Plant Electrical Improvements – Construction Engineering Agreements

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

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6. PW 2024-91 Lake Michigan – WIFIA Loan Application Change Order and Contract Amendment

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**ADMINISTRATION COMMITTEE REPORT:**

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1. ADM 2024-43 Resolution Approving an Increase in Funding for the Kendall Area Transit Project

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) – Presentation Only

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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2. PZC 2024-23 & EDC 2024-68 Kendall County Petition 24-26 – 1.5 Mile Review  
(11327 and 11209 River Road)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. PZC 2024-24 & EDC 2024-69 Kendall County Petition 24-27 – 1.5 Mile Review  
(5862 and 5834 Championship Court)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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

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3. CC 2021-04 City Buildings Updates

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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4. 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 checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Presentation #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Fiscal Year 2024 Audit Report

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Rob Fredrickson Finance  
Name Department

#### Agenda Item Notes:

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

# Annual Comprehensive Financial Report

Fiscal Year Ended April 30, 2024



## UNITED CITY OF YORKVILLE

651 Prairie Pointe Drive  
Yorkville, IL 60560  
(630)553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

**UNITED CITY OF YORKVILLE,  
ILLINOIS**

**ANNUAL COMPREHENSIVE FINANCIAL REPORT**

**FOR THE FISCAL YEAR ENDED  
APRIL 30, 2024**

Prepared by:

Rob Fredrickson  
Director of Finance

## **INTRODUCTORY SECTION**

This section includes miscellaneous data regarding the City including: List of Principal Officials, Organization Chart, Transmittal Letter and the Certificate of Achievement for Excellence in Financial Reporting.

# UNITED CITY OF YORKVILLE, ILLINOIS

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**UNITED CITY OF YORKVILLE, ILLINOIS**

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# UNITED CITY OF YORKVILLE, ILLINOIS

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UNITED CITY OF YORKVILLE, ILLINOIS

Principal Officials

Fiscal Year Ended April 30, 2024

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**EXECUTIVE**

Mayor: John Purcell

**LEGISLATIVE**

Ward 1:	Dan Transier, Alderman
Ward 1:	Ken Koch, Alderman
Ward 2:	Craig Soling, Alderman
Ward 2:	Arden Joe Plocher, Alderman
Ward 3:	Matt Marek, Alderman
Ward 3:	Chris Funkhouser, Alderman
Ward 4:	Seaver Tarulis, Alderman
Ward 4:	Rusty Corneils, Alderman

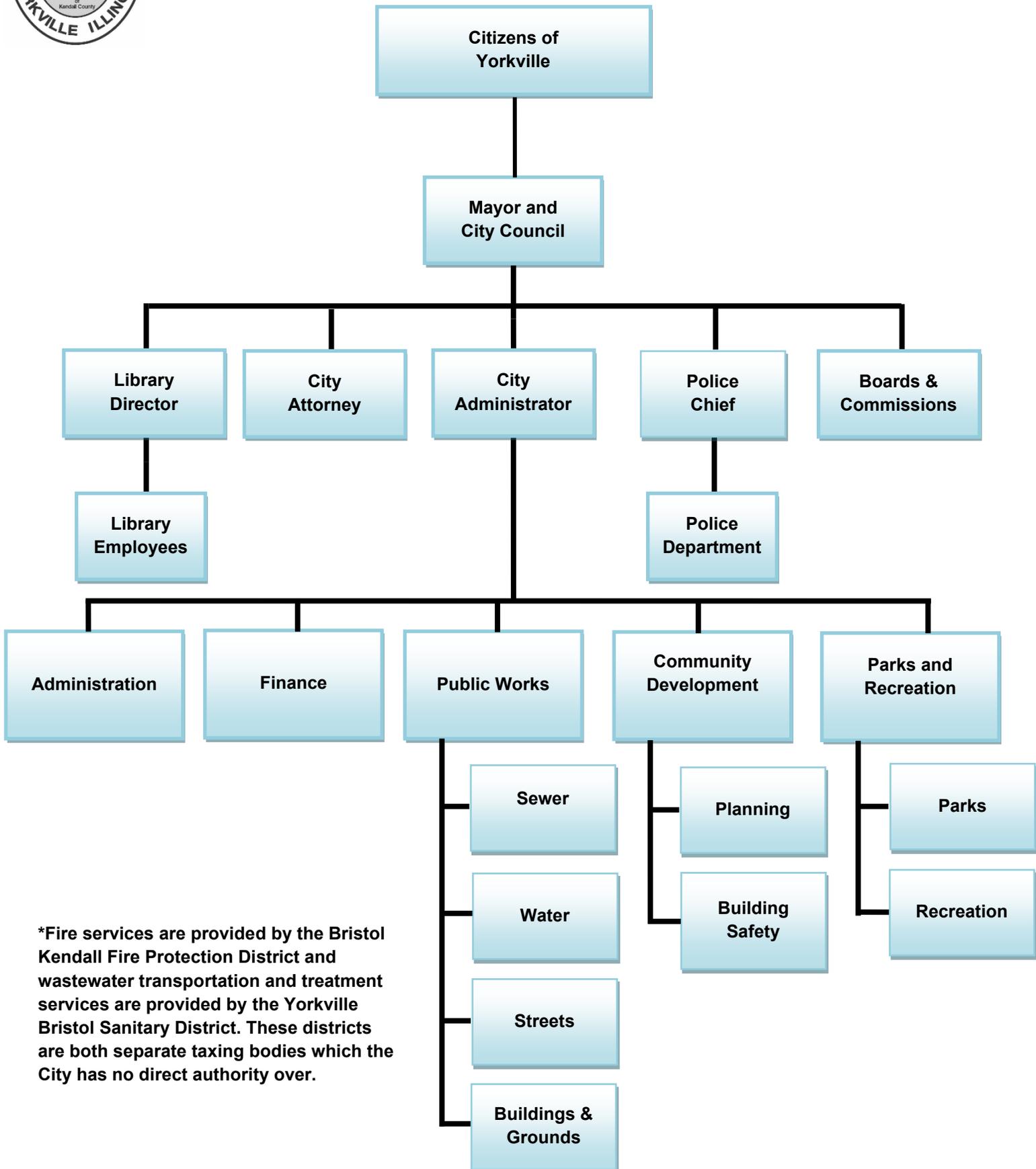
**ADMINISTRATION**

City Administrator:	Bart Olson
Director of Finance/Treasurer:	Rob Fredrickson
Director of Public Works:	Eric Dhuse
Chief of Police:	Jim Jensen
Director of Community Development:	Krysti Barksdale-Noble
Director of Parks & Recreation:	Tim Evans
Library Director:	Shelley Augustine
Assistant City Administrator:	Erin Willrett
City Clerk:	Jori Behland



# United City of Yorkville

## Fiscal Year 2024 Organization Structure



\*Fire services are provided by the Bristol Kendall Fire Protection District and wastewater transportation and treatment services are provided by the Yorkville Bristol Sanitary District. These districts are both separate taxing bodies which the City has no direct authority over.



# United City of Yorkville

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: (630) 553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

October 9, 2024

To The Honorable John Purcell, Mayor  
Members of the City Council  
Citizens of Yorkville, Illinois

The Annual Comprehensive Financial Report of the United City of Yorkville, Illinois, for the Fiscal Year ended April 30, 2024, is hereby submitted. The submittal of this report complies with Illinois state law which requires that the City issue a report on its financial position and activity presented in conformance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards (GAAS) by an independent firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. We believe the data, as presented, is accurate in all material respects; and is presented in a manner designed to fairly set forth the financial position of the United City of Yorkville. The results of operations as measured by the financial activity of its various funds; and all disclosures necessary to enable the reader to gain a reasonable understanding of the City's financial affairs have been included.

The City's financial statements have been audited by Lauterbach & Amen LLP, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the United City of Yorkville for the fiscal year ended April 30, 2024, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluation of the overall financial statement presentation. The independent auditors concluded, based upon their audit procedures, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's financial statements for the fiscal year ended April 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

This report includes all funds of the City (primary government), including the Yorkville Public Library and Parks and Recreation Department, and its pension trust fund, the Yorkville Police Pension Fund. The Police Pension was determined to be a pension trust fund due to its fiduciary and fiscal relationship with the City, as its singular purpose is to provide retirement benefits to the City's sworn police officers. The City does not have any other reporting units that would qualify as a discretely presented component unit in the separate column of the government-wide financial statements.

Generally accepted accounting principles require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

## **Profile of the United City of Yorkville**

Yorkville was first settled in 1833 and has been the county seat of Kendall County since 1859. The Village of Yorkville was incorporated in 1874, with a population of approximately 500 people. At that time, the Village of Yorkville only encompassed land on the south side of the Fox River; another village, called Bristol, was located directly across from Yorkville on the north side of the river. In 1957 the two villages merged, via referendum, to form the United City of Yorkville. The City, a non-home rule community as defined by the Illinois Constitution, covers approximately 22 square miles with a 2020 census population of 21,533 residents. The City is located in central Kendall County, about 45 miles southwest of Chicago, Illinois. The City is primarily agricultural and residential in nature, with housing stock consisting of approximately 8,683 single family (includes townhomes, condominiums and duplexes) dwelling units.

The City operates under a Mayor/Council form of government, as defined in Illinois State Statutes. The legislative authority of the City is vested in an eight-member council, each elected from their respective wards to overlapping four-year terms. The Mayor is elected at large to a four-year term. The Mayor appoints, with Council consent, a City Administrator to manage the day-to-day operations of the City.

The City provides a full range of municipal services with 94 full-time, and 67 part-time employees working in public safety, public works (including water distribution and sewer services), community development, building and zoning, parks and recreation, library services and general administration. The City maintains approximately 125 lane miles of streets, 240 acres of green space and 155 acres of natural and wooded areas at 42 locations. Solid waste collection and recycling services are administered by the City through a contract with a private firm. Sewage treatment and fire protection services are provided by the Yorkville Bristol Sanitary District and the Bristol Kendall Fire Protection District; both of which are independent units of government.

The Yorkville Public Library is operated under an appointed board, which is separate from the City Council. Library Board positions are appointed by the Mayor and expire on a rotating basis. Library operations are administered by the Library Board; however, the City is required by state statute to include within its property tax levy and budget, the Library's requests. The Library does not have authority to issue debt and must do so through the City.

## **Accounting System and Budgetary Control**

Management of the United City of Yorkville is responsible for establishing and maintaining an internal control structure. The internal control structure is designed to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. This structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

In addition, the United City of Yorkville maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City's governing body. Activities of the general fund, special revenue funds, capital project funds, debt service funds and enterprise funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level for all budgeted funds. The budget process begins in the fall when department heads begin to prepare line-item budgets for their respective departments for the upcoming fiscal year, before submitting them to the City Administrator and Finance Director. Throughout the fall and winter, the proposed budgets from each department are discussed and revisions are made based on the projected financial outlook and priorities of the City. A draft budget is then prepared and presented to City Council in February or March. A public hearing is required to be held on the budget prior to formal adoption by City Council. The annual budget must be adopted before May 1<sup>st</sup>, which is the beginning of the City's fiscal year.

## Local Economy

Yorkville is home to several prominent manufacturers and retailers, including the Wm. Wrigley Jr. Company, Boombah, Inc., Newlywed Foods, Jewel/Osco, Target, Kohl's, Home Depot, and Menards. It also boasts Raging Waves, the largest water park in Illinois. The City's administrative staff, alongside its economic development consultant, continues to focus on attracting and retaining commercial and industrial businesses in Yorkville.

In 2023, Yorkville experienced unprecedented growth in new home construction, marking a banner year for residential development. The City issued a total of 414 new housing permits (267 single-family detached and 147 single-family attached units), representing a substantial 45% increase from the previous year's 285 permits. This surge even surpassed the City's previous high of 408 permits in 2021, which had been the largest number of permits issued since 2007. A key driver of this growth was the rise in townhome and condominium construction within established developments, helping to push previously stalled or unfinished subdivisions toward full build-out. Over the past decade, Yorkville has consistently grown, adding more than 2,500 new dwelling units. The overall number of permits issued in 2023, including residential and commercial projects, reached 2,273, a 51% increase from the prior year's 1,505. The permits covered a wide array of projects, including fences, pools, decks, roofs, additions, and solar panels, with residential developments such as roofing, fencing, and patios being the most prevalent.

The growth in construction activity also translated into significant economic benefits for the City. In 2023, the total construction value added surpassed that of 2022 by nearly \$40 million, and City-wide permit fees collected were ~\$1.0 million higher than the previous year. This growth in revenue is expected to continue in the coming years, as new water connection fees for both residential and commercial developments will take effect from May 1, 2024 through April 30, 2028. These increases reflect Yorkville's ongoing commitment to accommodating its growing population and expanding infrastructure.

Beyond residential development, Yorkville's commercial landscape also saw considerable expansion in Fiscal Year 2024, with numerous new businesses either opening their doors or beginning construction. Several new eateries and beverage establishments opened, including Fox Republic Brewing, FRET Wine Bar, Little Loaf Bakehouse, Scooter's Coffee and The Vault Pub. In the Countryside tax increment financing (TIF) district, Station One Smokehouse, a Texas styled BBQ restaurant, opened in January 2024. Additionally, service-oriented businesses such as Fox Valley Orthopedics, a medical clinic; Salon Mudita, a haircare service; and Zen IV Lounge, a medical spa, began operations.

Other notable developments during the fiscal year included BrightFarms, an indoor, pesticide-free lettuce producer, which is nearing the completion of its 120-acre facility at the northeast corner of Eldamain and Corneils Roads. Scheduled to open in September 2024, this state-of-the-art production facility will feature 8 acres of indoor farming, ensuring optimal year-round growing conditions and supplying the local community with fresh, pesticide-free leafy greens. Additionally, progress continues on a 280-acre parcel at the northeast corner of Eldamain and Faxon Roads, designated for a future nine-building data center campus, with the inaugural building expected to be completed by the end of 2026.

Despite the ongoing budgetary challenges facing the State of Illinois, which have shown steady improvement in recent years, the City continues to demonstrate economic resilience through a variety of indicators. Data from the U.S. Census Bureau's 5-year Community Survey shows the City's median household income at \$105,322, closely aligning with Kendall County's median of \$106,358 and substantially surpassing the State median of \$78,433. At the close of 2023, Yorkville's unemployment rate averaged 4.1%, outperforming both the State's 4.7% and the 4.5% rate of the Chicago-Naperville-Arlington Heights Metropolitan Area. The City's equalized assessed valuation (EAV) of taxable property continues to demonstrate steady growth, averaging an annual increase of approximately 8% between 2016 and 2023. Furthermore, the City's sales tax base has seen sustained expansion, with municipal sales tax revenues exceeding prior-year figures by an average annual growth rate of over 6% since fiscal year 2014. These trends highlight the City's strong capacity to sustain long-term economic growth and stability, reflecting a healthy local economy and a positive outlook for future development and prosperity.

## Major Initiatives

In fiscal year 2024 the City continued to pursue several major initiatives, including:

- **Road to Better Roads (RTBR) Program and Other Capital Projects** – Based on the findings of an updated road study conducted in 2018 and in response to ongoing infrastructure needs, the City continued its annual capital improvement initiative, known as the "Road to Better Roads" program, in the current fiscal year. Construction expenditures for fiscal year 2024 totaled approximately \$1.86 million, funding pavement milling and overlay projects across several local streets. In addition to roadway enhancements, the City completed the rehabilitation of Well No. 7 and the North Central water tower, various water main improvements in conjunction with its 2023 replacement program, and the construction of a sewer interceptor on Corneils Road for the new Bright Farms facility. Preliminary engineering was finalized for both the 2024 road and water main replacement programs, while the City also concluded the multi-year reconstruction of the intersection at Mill and Kennedy Roads. Additional capital projects nearing completion at the end of the fiscal year included the resurfacing of Bristol Ridge Road (partially funded by Federal grant proceeds), and the construction of a new well (#10) and corresponding water main to provide interim water supply capacity prior to receiving water from Lake Michigan. Beyond infrastructure, the City installed new playground equipment at Sleezer, Kiwanis, Rice, Countryside, and Prestwick Parks. The City also upgraded its fleet with the acquisition of two police SUV squads, two dump trucks, a street sweeper, a bucket truck for the Streets Department, and a full-size pickup truck for the Parks Department.
- **City Water Source Transition** – This is a multi-year initiative through which the City will gradually transition from relying on local deep-water aquifers to sourcing water from Lake Michigan, via the DuPage Water Commission. This strategic shift is aimed at securing a more sustainable, long-term water supply. The project is estimated to cost \$350 million, with Yorkville's share projected at \$130 million. It will be carried out in partnership with the Village of Oswego and the Village of Montgomery. Funding for this undertaking is expected to come from a combination of debt financing, rate increases, other City revenue streams, and potential Federal and State assistance. In the current fiscal year, the City has completed approximately \$2 million worth of engineering services related to the transmission main from the DuPage Water Commission. At fiscal year-end, management was close to finalizing an application for the Water Infrastructure Finance and Innovation Act (WIFIA) loan program. Administered by the EPA, the WIFIA program provides financing for up to 80% of eligible project costs, offering an interest rate tied to the U.S. Treasury rate with a favorable repayment term of 35 years, beginning at the date of substantial project completion.
- **New Public Works and Parks Facility** – In August 2022, the City acquired a 12-acre vacant lot within the Yorkville Business Center for \$1.355 million, designated as the future site for a new Public Works and Parks facility. During the current fiscal year, architectural services and preliminary engineering work commenced. Construction on the facility is scheduled to begin late in the upcoming fiscal year, with an estimated cost ranging from \$32 to \$36 million. The project is expected to be financed through a future bond issuance.
- **Community Oriented Policing Services (COPS) Grant** – The Yorkville Police Department was awarded a Law Enforcement Agency De-Escalation Grant by the U.S. Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS). This grant enabled the acquisition of an advanced training simulator, providing immersive, scenario-based exercises with over 85 options. These scenarios allow officers to practice de-escalation techniques in various situations, such as mental health crises, high-risk traffic stops, and active threats. The program aims to provide mandated de-escalation training for all Kendall County law enforcement agencies, update policies to promote de-escalation, and review efforts to ensure compliance with de-escalation policies in incidents involving the use of force. Additionally, it seeks to strengthen community partnerships by sharing updates on training and policies, while encouraging greater cooperation between law enforcement and the community.

## **Long-Term Financial Planning**

Management annually develops five-year financial forecasts for all budgeted funds. These forecasts serve as the basis for identifying not only future capital needs, but future operational and personnel requirements as well. Revenue and expenditure trends will be evaluated and prioritized based on the goals set forth by the City Council. It is the intent of management that this five-year financial forecast will serve as the foundation for each year's corresponding budget document.

## **Relevant Financial Policies**

In order to ensure that the City continues to meet its immediate and long-term service goals, several financial policies and procedures have been implemented by management. Some of the more prescient policies include the following:

- Issue an Annual Comprehensive Financial Report within 180 days of the end of each fiscal year that complies with generally accepted accounting principles.
- Monthly revenue, expenditure and cash balance reporting for all funds. These financial reports ensure that the City Council is made aware of any variances from the appropriated budget. In addition, the City's budget document continues to be revised in order to enhance transparency.
- Maintain the "Information for Citizens" webpage on the City's website, which contains a wide array of financial information including budget and audit information; annual treasurer's reports; bill lists; employee salary and benefit information; tax rates and fees; and other nonfinancial information.
- A fund balance policy establishing benchmark reserve levels to be maintained in the City's various funds, in order to promote financial stability and provide adequate cash flow for operations.
- A pension funding policy which defines the manner in which the City funds the long-term cost of benefits promised to plan participants and defines the calculation of the actuarial determined contribution (ADC) to the Yorkville Police Pension and Illinois Municipal Retirement Funds.
- An investment policy which invests public funds in a manner which protects principal, maximizes return for a given level of risk and meets the daily cash flow needs of the City.
- A capital asset policy which establishes the capitalization thresholds and estimated useful lives of capital assets.
- A purchasing policy to ensure that goods and services are obtained in a timely manner at the lowest possible cost.
- A post issuance compliance policy to ensure that City remains in compliance with federal tax laws after the issuance of tax-exempt debt.
- A credit card policy for all City related credit card purchases. All City employees are required to sign a credit card policy acknowledgement form prior to receiving a City issued credit card.

## **Pension Trust Funds and Post-Employment Benefits**

Two pension plans are established by State Statute, which cover City employees. The benefits and funding of each plan are determined by state statute, and each plan provides retirement, disability and death benefits for participants.

The Police Pension Fund is funded through an annual property tax levy, employee contributions and investment earnings. The Illinois Municipal Retirement Fund (IMRF) pension plan covers civilian full-time employees. Funding for IMRF is made through contributions from the employer (actuarially determined annually by IMRF) and employees of the City (established at 4.5% of total compensation). Employees covered under both pension plans also contribute to Social Security (6.2% of salary capped annually) and Medicare (1.45% of total compensation). The City also provides post-retirement health care benefits for retirees and their dependents, which is financed on a pay-as-you-go basis, with retirees paying 100% of their health care premiums. The notes to the financial statement provide more information pertaining to employee pensions and post-retirement health care benefits.

## **Awards and Acknowledgments**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the United City of Yorkville for its annual comprehensive financial report for the fiscal year ended April 30, 2023. This was the 13<sup>th</sup> year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive financial report. The report must also satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the annual comprehensive financial report would not have been possible without the dedicated services of the City department heads and staff. The entire finance department staff is extended a special appreciation for all of their assistance in the completion of the annual audit.

Additionally, we would like to acknowledge the Mayor and City Council for their leadership and support in planning and conducting the financial operations of the City, which has made preparation of this report possible.

Respectfully submitted,



Bart Olson  
City Administrator



Rob Fredrickson, CPA  
Director of Finance



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**United City of Yorkville  
Illinois**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

April 30, 2023

*Christopher P. Morill*

Executive Director/CEO

## **INDEPENDENT AUDITOR'S REPORTS**

This section includes the opinions of the City's independent auditing firm.



**INDEPENDENT AUDITOR’S REPORT**

October 9, 2024

The Honorable City Mayor  
Members of the City Council  
United City of Yorkville, Illinois

**Report on the Audit of the Financial Statements**

*Opinion*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the United City of Yorkville (the City), Illinois, as of and for the year ended April 30, 2024, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the United City of Yorkville, Illinois, as of April 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City’s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, and supplementary pension and other post-employment benefit (OPEB) schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the United City of Yorkville, Illinois' basic financial statements. The other supplementary information and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 9, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

October 9, 2024

The Honorable City Mayor  
Members of the City Council  
United City of Yorkville, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the United City of Yorkville (the City), Illinois, as of and for the year ended April 30, 2024, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated October 9, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

As management of the United City of Yorkville (“City”), we offer readers of the City’s financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended April 30, 2024. Since the Management’s Discussion and Analysis (“MD&A”) is designed to focus on the current year’s activities, resulting changes and currently known facts, it should be read in conjunction with the Letter of Transmittal, which can be found in the introductory section of this report, and the City’s financial statements, which can be found in the basic financial statements section of this report.

### **Financial Highlights**

- The assets/deferred outflows of the United City of Yorkville exceeded its liabilities/deferred inflows at the close of the fiscal year by \$198,645,841 (*net position*). Of this amount, \$176,876,933 was invested in capital assets, net of related debt; \$8,188,427 was restricted for specific activities such as highways and streets, special service areas, unspent bond proceeds, tax increment financing districts and library operations. Remaining net position, totaling \$13,580,481, was unrestricted.
- The City’s aggregate net position increased by \$14,498,561 or 7.9% during the fiscal year ended April 30, 2024. Of this increase, \$7,865,169 is attributable to governmental activities and \$6,633,392 is attributable to business-type activities.
- Total revenues increased by 17.4% from \$44,358,503 to \$52,094,348. Overall expenses totaled \$37,595,787, which is an increase of 23.9% over the preceding fiscal year.
- At the culmination of the current fiscal year, the City’s governmental funds reported combined fund balances of \$20,722,178, compared to \$18,052,971 as reported on April 30, 2023.
- For the fiscal year ended April 30, 2024, the City’s General Fund reported an increase in fund balance of \$320,904. Total ending fund balance in the General Fund was a positive \$11,317,511.
- Both the City’s Water and Sewer Funds reported positive changes in net position during the current fiscal year, reporting ending balances of \$43,600,946 and \$44,648,445, respectively.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the City’s basic financial statements. The City’s basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The governmental-wide statements are divided between governmental activities and business-type activities. The perspective of the fund financial statements presents financial information for individual funds established by the City for specific purposes. They are categorized into three distinct groups: governmental, proprietary and fiduciary. This report also contains other supplementary information in addition to the basic financial statements.

### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the City’s finances, in a manner similar to a private-sector business. The Statement of Net Position presents information on all of the City’s assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government (legislative, administration and finance), public safety (police), community development, public works (street operations, health and sanitation) and parks and recreation. Property taxes, shared state taxes and local utility taxes finance the majority of these services. Business-type activities reflect private sector type operations, where the fee for service typically covers all or most of the cost of operations, including depreciation. The business-type activities of the City include water and sewer operations.

## **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the United City of Yorkville can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

### ***Governmental Funds***

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twelve individual governmental funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Library Fund, Parks and Recreation Fund, Citywide Capital Fund and Buildings and Grounds Fund, all of which are considered to be major funds. Information from the City's other seven governmental funds are combined into a single column presentation. Individual fund information for these non-major governmental funds is provided elsewhere in the report.

The United City of Yorkville adopts annual budgets for its General Fund, Library Fund, Parks and Recreation Fund, Citywide Capital Fund and Buildings and Grounds Fund. A budgetary comparison schedule has been provided for all five funds to demonstrate compliance with this budget.

### ***Proprietary Funds***

The City maintains one type of proprietary fund (enterprise funds). Enterprise funds are used to report on the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water Fund (major fund) and the Sewer Fund (major fund).

### ***Fiduciary Funds***

Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's operations. The City maintains one fiduciary trust fund, the Police Pension Fund. The accounting used for fiduciary funds is similar to that used by proprietary funds.

### **Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the information provided in the government-wide and fund financial statements.

### **Other Information**

In addition to the basic financial statements, this report also includes certain required supplementary information related to budgetary information and the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. Required non-major fund information can be found following the required supplementary information.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions.

## **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

### **Statement of Net Position**

The following chart reflects the condensed Statement of Net Position (in millions):

	<b>Governmental Activities</b>		<b>Business-Type Activities</b>		<b>Total Primary Government</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Assets:</b>						
Current Assets	\$ 36.9	\$ 32.4	\$ 16.0	\$ 10.8	\$ 52.9	\$ 43.2
Capital Assets	117.4	114.2	82.4	73.5	199.8	187.7
Other Assets	-	-	11.1	11.1	11.1	11.1
Total Assets	154.3	146.6	109.5	95.4	263.8	242.0
Deferred Outflows	3.1	4.0	2.9	3.0	6.0	7.0
Total Assets/Deferred Outflows	<b>\$ 157.4</b>	<b>\$ 150.6</b>	<b>\$ 112.4</b>	<b>\$ 98.4</b>	<b>\$ 269.8</b>	<b>\$ 249.0</b>
<b>Liabilities:</b>						
Current Liabilities	11.2	9.5	3.9	4.6	15.1	14.1
Long-term Liabilities	27.1	29.8	18.9	10.7	46.0	40.5
Total Liabilities	38.3	39.3	22.8	15.3	61.1	54.6
Deferred Inflows	8.7	8.8	1.4	1.5	10.0	10.3
Total Liabilities/Deferred Inflows	<b>\$ 47.0</b>	<b>\$ 48.1</b>	<b>\$ 24.2</b>	<b>\$ 16.8</b>	<b>\$ 71.1</b>	<b>\$ 64.9</b>
<b>Net Position:</b>						
Net Investment in Capital Assets	103.0	98.2	73.8	67.1	176.9	165.3
Restricted	1.8	1.5	6.4	-	8.2	1.5
Unrestricted (Deficit)	5.5	2.8	8.1	14.6	13.6	17.4
Total Net Position	<b>\$ 110.4</b>	<b>\$ 102.5</b>	<b>\$ 88.2</b>	<b>\$ 81.6</b>	<b>\$ 198.6</b>	<b>\$ 184.1</b>

The City's combined net position increased by \$14.5 million, from \$184.1 million to \$198.6 million, during the current fiscal year. This change is the result of \$7.9 million and \$6.6 million increases in the net position of governmental activities and business-type activities, respectively.

The increase in the net position of governmental activities was primarily driven by a combined \$7.7 million rise in current and capital assets. Current assets grew by \$4.5 million due to better than expected operating results. Capital assets increased by \$3.2 million, consisting primarily of developer donated infrastructure and the capitalization of several locally funded roadway improvements. Current liabilities for governmental activities rose by \$1.7 million, resulting from prefunded deposits received for upcoming capital projects, that will be utilized in subsequent fiscal years. Moreover, long-term liabilities for governmental activities decreased by \$2.6 million, reflecting the continued amortization of debt obligations and a reduction in pension liabilities, as both the Illinois Municipal Retirement Fund (IMRF) and the Illinois Police Officers' Pension Investment Fund (IPOPFI) exceeded their investment return benchmarks.

Similarly, the net position of business-type activities increased by \$6.6 million, rising from \$81.6 million to \$88.2 million, primarily due to the enhanced position of current and capital assets. Current assets increased by \$5.2 million, driven by favorable operating results and the prepayment of engineering fees to the DuPage Water Commission (DWC) for the future construction of a water transmission main. The net position of business-type activities also benefitted from an \$8.9 million increase in capital assets, comprised of water and sewer infrastructure donations from developers, as well as the City's ongoing investment in water related infrastructure improvements, which were in progress but not yet completed as of April 30, 2024. These projects are part of the City's preparation to transition to Lake Michigan as its primary water source by the end of the decade. Long-term liabilities increased by \$8.2 million, largely due to the issuance of a \$9.985 million bond during the current fiscal year.

The largest portion of the United City of Yorkville's net position, totaling \$176,876,933, represents its investment in capital assets, such as land, infrastructure, buildings, vehicles and equipment, net of any associated debt used to acquire or construct those assets that are still outstanding. The City uses its capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although Yorkville's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Net investment in capital assets increased by \$11.6 million in the current fiscal year, driven by capital asset growth and the continued amortization of governmental activity debt.

The final component of the City's net position (4.1%) represents resources that are subject to external restrictions on how they may be used. At fiscal year-end, total restricted net position was comprised as follows: 77.6% was comprised of unexpended bond proceeds; 14.7% for prospective library operations; 4.3% for upcoming road maintenance and improvement projects relating to the City's motor fuel tax (MFT) program; and 2.6% and 0.8% was restricted for tax increment financing and special service area use, respectively. Overall restricted net position increased by \$6.7 million in fiscal year 2024, primarily due to \$6.4 million in unspent bond proceeds, which are allocated for water related infrastructure improvements and will be utilized in the following fiscal year.

As of April 30, 2024, the City reported positive balances across all three categories of net position, both for the government as a whole and for its governmental and business-type activities. The unrestricted net position for governmental activities at the close of fiscal year 2024 stood at \$5,523,815, reflecting an increase of approximately \$2.7 million from the previous fiscal year, which demonstrates the strengthened equity position of the City's governmental funds. Despite increased water and sewer user and connection fees, driven by the steady growth in new housing starts throughout the year, the unrestricted net position for business-type activities declined by \$6.5 million due to the issuance of the 2023 water bonds.

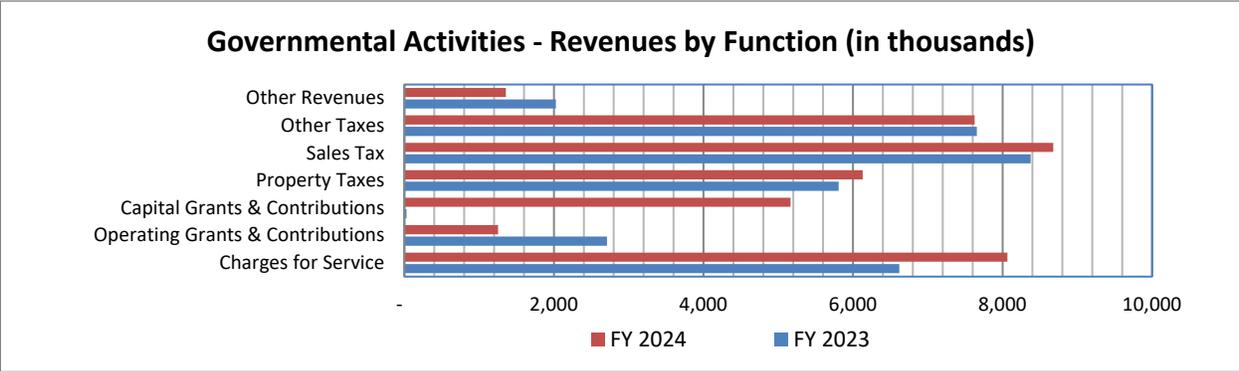
## Activities

The following table reflects the revenue and expenses of the City's governmental and business-type activities (in millions).

	<u>Governmental Activities</u>		<u>Business-Type Activities</u>		<u>Total Primary Government</u>	
	2024	2023	2024	2023	2024	2023
<b>Revenues</b>						
Program Revenues:						
Charges for Services	\$ 8.1	\$ 6.6	\$ 9.0	\$ 7.8	\$ 17.1	\$ 14.5
Operating Grants & Contributions	1.3	2.7	2.8	-	4.1	2.7
Capital Grants & Contributions	5.2	0.0	0.3	-	5.5	0.0
General Revenues:						
Property Taxes	6.1	5.8	-	-	6.1	5.8
Other Taxes	16.3	16.0	-	-	16.3	16.0
Other Revenue	1.4	2.0	1.6	3.3	3.0	5.3
<b>Total Revenues</b>	<b>\$ 38.3</b>	<b>\$ 33.2</b>	<b>\$ 13.8</b>	<b>\$ 11.1</b>	<b>\$ 52.1</b>	<b>\$ 44.4</b>
<b>Expenses</b>						
General Government	5.9	5.3	-	-	5.9	5.3
Library	1.2	1.2	-	-	1.2	1.2
Parks & Recreation	3.6	3.2	-	-	3.6	3.2
Public Safety	6.1	6.3	-	-	6.1	6.3
Community Development	1.3	1.3	-	-	1.3	1.3
Public Works	10.7	7.4	-	-	10.7	7.4
Interest Long-Term Debt	0.4	0.5	-	-	0.4	0.5
Water	-	-	6.8	3.5	6.8	3.5
Sewer	-	-	1.6	1.5	1.6	1.5
<b>Total Expenses</b>	<b>\$ 29.2</b>	<b>\$ 25.3</b>	<b>\$ 8.4</b>	<b>\$ 5.1</b>	<b>\$ 37.6</b>	<b>\$ 30.4</b>
<i>Excess(Deficiency) before Transfers</i>	\$ 9.0	\$ 7.9	\$ 5.5	\$ 6.1	\$ 14.5	\$ 14.0
Transfers	(1.2)	(1.7)	1.2	1.7	-	-
<b>Change in Net Position</b>	<b>\$ 7.9</b>	<b>\$ 6.2</b>	<b>\$ 6.6</b>	<b>\$ 7.8</b>	<b>\$ 14.5</b>	<b>\$ 14.0</b>
Net Position, Beginning	<b>\$102.5</b>	<b>\$ 96.3</b>	<b>\$ 81.6</b>	<b>\$ 73.8</b>	<b>\$ 184.1</b>	<b>\$ 170.1</b>
Net Position, Ending	<b>\$110.4</b>	<b>\$102.5</b>	<b>\$ 88.2</b>	<b>\$ 81.6</b>	<b>\$ 198.6</b>	<b>\$ 184.1</b>

**Governmental Activities**

**Revenues**



The City’s total governmental activities revenue for the current fiscal year amounted to \$38,275,906, reflecting an increase of 15.2% or \$5.1 million compared to the previous year’s total of \$33,221,042. Property taxes, which accounted for 16.0% of total revenue, exceeded \$6.1 million in fiscal year 2024. Property taxes support various governmental activities, including the City’s annual contribution to the Yorkville Police Pension Fund. The City contributed \$1,378,837 to the Police Pension Fund in the current fiscal year, fully funding its actuarial determined contribution amount, pursuant to its pension funding policy. Aggregate property tax revenues grew by 5.5%, driven by a \$80,304 increase in the Library’s operational levy and a 15% rise in incremental property tax revenues from the City’s three TIF districts, amounting to \$493,718. The City increased its requested levy as well, but only by the increment generated solely from new construction. This resulted in additional proceeds of approximately \$156,000, which were used to offset the increased employer contribution to the Pension Fund and to finance activities related to police department operations.

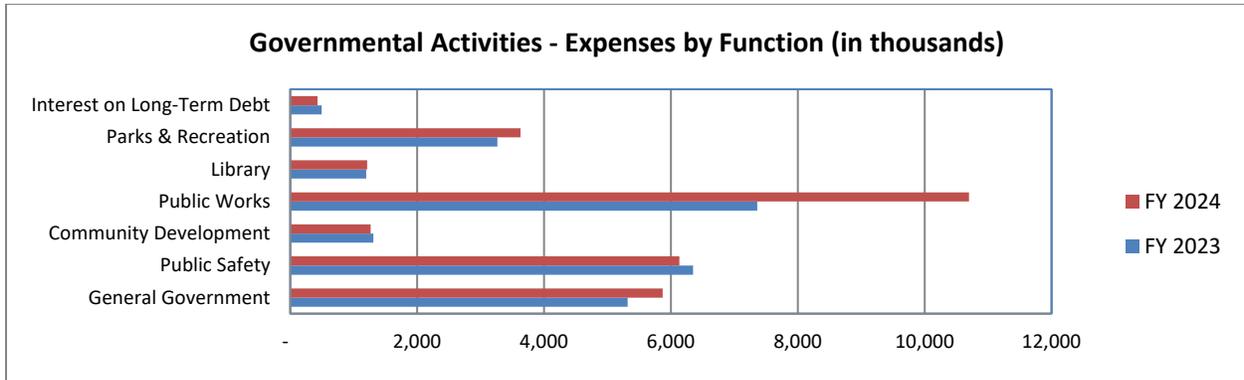
The City collected \$8.7 million in sales taxes for fiscal year 2024, representing a 3.6% increase compared to the previous year. The "other taxes" category encompasses a variety of revenue streams, including income, excise, utility, business district, video gaming, state use, admissions and amusement taxes. This category saw a slight decline of 0.4% in the current fiscal year, largely due to a 12.1% drop in utility tax receipts attributed to lower natural gas prices. However, this decline was largely offset by a \$231,769 (+6.9%) increase in income tax revenues.

Aggregate charges for service revenues saw a significant rise, increasing by \$1,446,835 or 21.9% in the current fiscal year, driven by enhanced garbage surcharges, chargebacks for vehicles and equipment, permit fees and recreation programming revenues.

The “other revenue” classification primarily consists of various reimbursements related to capital projects and contractual expenses, in addition to interest income. Interest income nearly doubled in fiscal year 2024, reaching \$924,674 compared to \$475,624 the previous year, as the City capitalized on a higher interest rate environment by effectively managing its cash reserves. Despite the increase in interest income, total "other revenues" decreased by 33.0% due to the timing of developer reimbursements for road infrastructure improvements in the Grande Reserve subdivision, leading to a reduction of \$668,038.

The City's capital grant and contribution revenue experienced a significant increase of approximately \$5.2 million compared to the previous fiscal year. This rise was primarily driven by the receipt of over \$4.9 million in capital contributions from developers during the current fiscal year. In contrast, operating grant and contribution revenues saw a decline of \$1.46 million when compared to fiscal year 2023. This reduction is largely attributable to the prior year’s inclusion of the final allocation of \$1.4 million in American Rescue Plan Act (ARPA) proceeds, which were not available in the current fiscal year.

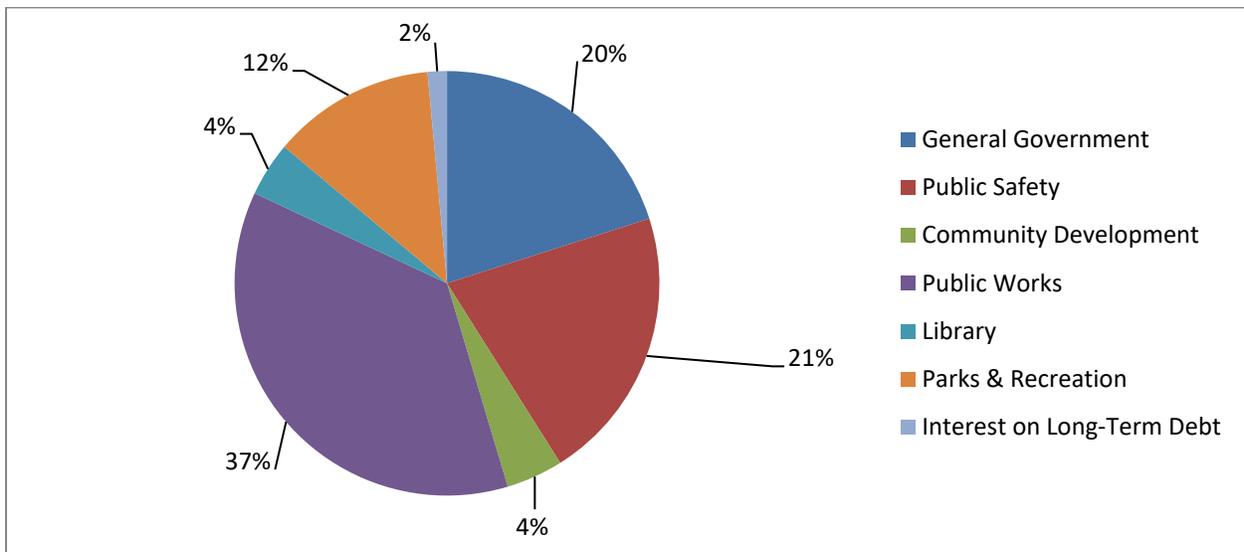
**Expenses**



The total expenses for governmental activities at the close of fiscal year 2024 amounted to \$29,240,387, representing a 15.6% increase from the previous year. The Public safety and public works functions constituted the largest share of governmental activities expenses, collectively comprising 57.6% of the total. Other significant functional areas included general government (which encompasses community development) and parks and recreation, which accounted for 24.4% and 12.4% of total governmental activities expenses, respectively.

Public works expenses totaled just under \$10.7 million for the fiscal year ended April 30, 2024, reflecting a 45.4% increase compared to the prior year. This rise is primarily attributable to additional funding for vehicle and equipment chargebacks, accounting losses from capital asset retirements and contractual increases in refuse disposal costs. Despite inflationary salary and benefits augmentations, increased vehicle chargebacks and the addition of a shared training service coordinator with the Village of Oswego, public safety expenses decreased by 3.4%, largely attributed to the sale of the former police station. General government saw a 10.4% increase, driven by wage inflation, along with year-over-year growth in tax rebates, legal fees and information technology services. Community development expenses decreased by 3.3%, due to the timing of expenses related to a scanning and digitization project of building, engineering and planning files. Parks and Recreation expenses rose by 11.2%, influenced by the filling of a vacant parks maintenance position, expanded recreation programming, enhanced funding for vehicles and equipment and depreciation expense. Interest on long-term debt fell by 13.3%, as the City continues to reduce its debt obligations related to governmental activities.

The following pie chart shows the breakdown of governmental activities expenses by function.



## **Business-Type Activities**

Business-type activities increased the City's net position by \$6,633,392 during the current fiscal year. A significant portion—65.4%—of revenue from these activities came from fees associated with water and sewer utilities. In fiscal year 2024, charges for these services surpassed \$9.0 million, reflecting a \$1.2 million (15.2%) growth from the prior year. This increase was primarily driven by higher water usage and elevated connection fees due to new housing developments. Water sales alone rose by over \$500,000 (13.3%) without any rate hikes, while connection fees increased by \$661,087.

Capital grants and contributions also saw a significant rise, totaling \$2.8 million, as the City accepted several water and sewer related infrastructure assets from developers. Additionally, the City received operating contributions amounting to \$325,000, which included ARPA proceeds from Kendall County and a state grant, which helped finance water main replacements and improvements to the north central water tower. The "other taxes" category generated \$241,229 in fiscal year 2024, consisting of revenue from a newly implemented places of eating tax, which took effect on January 1, 2024. This tax applies to food and beverages prepared for immediate consumption, whether eaten on-site or taken away, served at establishments with seating or counter service. The additional revenue from this tax will support critical capital improvements to the City's underground utility infrastructure as Yorkville transitions its water source to Lake Michigan. "Other revenues", including reimbursements, rental income, capital asset sales, and interest income, declined by nearly \$1.9 million, due to one-time developer reimbursements received in the prior year for the construction of a new sanitary sewer interceptor on Corneils Road. Interest income saw a nearly sixfold increase, reaching \$566,495, primarily driven by the investment of bond proceeds. Finally, net transfers totaled \$1,170,350, which were used to fund debt service payments.

## **FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

**Governmental Funds** - The focus of the United City of Yorkville's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the United City of Yorkville's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the culmination of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$20,722,178, reflecting an increase of \$2,669,207 compared to the previous year. Approximately 99% of fund balance for the governmental funds is distributed across the restricted, assigned and unassigned categories. Restricted fund balance, which constitutes 8.9% (\$1,835,613) of total fund balance, includes amounts restricted for library operations, special service areas, a tax increment financing (TIF) district and the City's motor fuel tax program. The bulk of unassigned fund balance, which accounts for 53.6% of total governmental fund balance, is in the General Fund (\$11.1 million); with the residual negative equity portion of \$2.7 million residing in two of the City's TIF Funds. Remaining fund balance is categorized as follows: \$268,471 (1.3%) is nonspendable (i.e., prepaids); \$10,261,600 (49.5%) is assigned to various road related capital projects, parks and recreation, building improvements, vehicles and equipment.

Excluding last year's American Rescue Plan Act (ARPA) proceeds of \$1.4 million, overall General Fund revenues increased by \$1.1 million (4.9%) in fiscal year 2024, to finish at \$24.2 million. This growth was driven by year-over-year gains in sales taxes (+\$0.3 million), income taxes (+\$0.2 million) and investment income (+\$0.4 million). Additionally, the tax revenues most impacted by the pandemic (namely hotel, video gaming, admission and amusement taxes) not only returned to, but exceeded pre-pandemic levels, resulting in an aggregate year-over-year gain of around 4.0%. When coupled with lower-than-expected salary, benefit and contractual service expenditures, this resulted in an excess of revenues over expenditures in the amount of \$6.5 million. Approximately 40% of this surplus was earmarked by City Council for capital purposes, as \$2.6 million was transferred to the Citywide Capital and Building and Grounds Funds. Of the remaining excess of \$3.9 million, \$1.1 million was transferred out for debt service, while \$2.4 million was transferred to the Parks and Recreation Fund to subsidize operations. As a result, the General Fund ended the fiscal year with a surplus of \$320,904.

The Library Fund concluded fiscal year 2024 with a positive fund balance of \$1,216,733, an increase of \$171,215 over the prior year's fund balance amount of \$1,045,518. Property taxes, the primary revenue source supporting library operations and debt service, constituted 86.6% of total revenue. Notably, fiscal year 2024 is the penultimate year in which property taxes will be levied for debt service, as the Library bonds are scheduled to be fully retired in the subsequent fiscal year. This payoff is projected to reduce residents' property tax bills by approximately \$100, on average. Library permit fees totaled just under \$170,000, reflecting a year-over-year increase of 19.9%, driven by the significant residential construction activity in Yorkville during the current fiscal year. On the expenditure side, operational costs increased modestly by \$28,608 (1.5%), largely due to capital investments, including the completion of the first two phases of an LED lighting upgrade within the Library building.

The Parks and Recreation Fund demonstrated strong financial performance in the current fiscal year, yielding a surplus of \$266,303, which increased fund balance from \$261,118 to \$527,421. The Parks and Recreation Fund had been the most adversely affected by the pandemic, as its revenue streams are largely derived from social and recreational activities, which were severely limited during that time. However, the department's strategic initiatives and renewed focus on marketing have played a critical role in its recovery and growth. With the addition of the Marketing and Sponsorship Coordinator position, the department has been successful in consistently and effectively promoting the high quality of its programs and amenities, both to existing participants and new audiences. The enhanced marketing efforts, including digital campaigns, social media outreach, and partnerships with local organizations, have led to remarkable increases in participation. Fiscal year 2024 saw record-breaking numbers across nearly all athletic leagues, as athletics and fitness program revenues achieved an all-time high of \$484,320. While revenues continued to improve, expenditures also saw a corresponding rise. Operational costs for the Parks and Recreation Fund increased by 10.5% during the current fiscal year, primarily due to the expansion of program offerings and increased investment in playgrounds, vehicle replacements and other essential equipment.

The Citywide Capital Fund ended fiscal year 2024 with a surplus of just over \$1.0 million, which increased fund balance from \$4,785,053 to \$5,788,454. Aggregate revenues were approximately \$900,000 lower than the prior fiscal year, primarily due to the timing of developer reimbursements related to roadway improvements in the Grande Reserve subdivision. However, after adjusting for these reimbursements, overall Citywide Capital revenues reflected a 3.0% increase, driven largely by a combined increase in road contributions and infrastructure fees totaling \$84,538. Other financing sources for fiscal year 2024 were comprised of a transfer from the General Fund in the amount of \$1,843,512, which surpassed budgetary amounts by over \$1.24 million. In alignment with City Council's intentions, these surplus funds will be designated for future capital projects, with a primary emphasis on roadway improvements. On the other side of the ledger, capital outlays related to road projects totaled \$1.5 million in the current fiscal year. Additionally, \$153,100 was spent on the annual sidewalk replacement program, and \$99,832 marked the final costs for improvements to US Route 34, between Illinois Route 47 and Orchard Road.

The Buildings and Grounds Fund, established in fiscal year 2021 to manage the maintenance, acquisition and improvement of all City-owned buildings, supported one full-time employee working alongside the Facilities Manager. This position, previously shared with the Village of Oswego, was discontinued at the end of fiscal year 2023 and replaced by a new, City-funded Facilities Manager in fiscal year 2024. Personnel costs for the Fund, primarily financed through permit fees and chargebacks, amounted to \$572,752 during the current fiscal year. Building maintenance and supply expenditures were funded by a transfer from the General Fund, supplemented by a one-time revenue of \$700,000 from the sale of the Old City Hall building. Major project expenditures for the Fund include the ongoing renovation of City Hall (funded by bond proceeds), which totaled \$283,241 in the current fiscal year, along with architectural fees of \$126,406 for a future municipal facility that is set to break ground in fiscal year 2025.

## GENERAL FUND BUDGETARY HIGHLIGHTS

The chart below compares the fiscal year 2024 final budget to the actual results of the City's General Fund.

### Fiscal Year 2024 General Fund Budgetary Highlights

	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under)</u>	<u>Actual as % of Budget</u>
<b>Revenues</b>				
Taxes	\$ 15,483,617	\$ 15,541,954	\$ 58,337	100%
Intergovernmental	4,486,700	4,679,896	193,196	104%
Licenses, Permits and Fees	589,000	914,890	325,890	155%
Charges for Services	2,155,298	2,213,396	58,098	103%
Fines and Forfeitures	95,350	104,162	8,812	109%
Investment Income	150,000	713,606	563,606	476%
Miscellaneous	58,000	81,663	23,663	141%
<b>Total Revenues</b>	<b>\$ 23,017,965</b>	<b>\$ 24,249,567</b>	<b>\$ 1,231,602</b>	<b>105%</b>
<b>Expenditures</b>				
General Government	\$ 6,382,063	\$ 5,761,285	\$ (620,778)	90%
Public Safety	6,834,912	6,641,465	(193,447)	97%
Community Development	1,331,371	1,266,989	(64,382)	95%
Public Works	4,228,535	4,079,836	(148,699)	96%
<b>Total Expenditures</b>	<b>\$ 18,776,881</b>	<b>\$ 17,749,575</b>	<b>\$ (1,027,306)</b>	<b>95%</b>
Excess of Revenues over Expenditures	\$ 4,241,084	\$ 6,499,992	\$ 2,258,908	153%
Other Financing Sources (Uses)	(4,241,084)	(6,179,088)	1,938,004	146%
Net Change in Fund Balance	\$ -	<b>\$ 320,904</b>		
Fund Balance - Beginning of Year		10,996,607		
Fund Balance - End of Year		<b>\$ 11,317,511</b>		

The General Fund serves as the City's primary operating fund and is the largest source of funding for the day-to-day activities of its various departments. Actual revenues exceed budgetary amounts by \$1,231,602; as taxes, intergovernmental, licenses & permits, charges for service and investment income proved to be more robust than initially anticipated. Tax revenues surpassed budget expectations by \$58,337, mainly due to an excess of \$231,799 in municipal and non-home rule sales tax collections. This increase was partially offset by lower utility tax revenues, which were impacted by reduced natural gas supply costs. Intergovernmental revenues exceeded budget by \$193,196, primarily due to income tax revenues exceeding budgetary expectations by more than \$200,000.

Aggregate building permits totaled \$1,036,698 in fiscal year 2024, of which \$810,454 was retained in the General Fund to cover inspection related personnel, operating and vehicle costs within the Community Development Department. Per the City's past practice, the remaining \$226,244 in building permit proceeds were allocated to the Citywide Capital Fund, to assist in the facilitation of future roadway related capital projects. Investment income experienced significant growth, rising from \$278,849 in the previous year to \$687,997 in the current year—nearly 2.5 times higher. This increase was driven by the City's stronger reserve position and a favorable interest rate environment throughout the fiscal year. Although nominal, the City's unrealized gain of \$25,612 was ascribed to the City's investment in United States Treasury securities, which fluctuate in value as the market changes, and are accounted for under the mark-to-market basis pursuant to Generally Accepted Accounting Principles (GAAP). Any gains or losses associated with these investments will not become realized, as it's the City's policy to hold such investments to maturity.

Actual General Fund expenditures for the year totaled \$17,749,575, which was \$1,027,306 less than the budgeted amount of \$18,776,881. With the exception of the Health and Sanitation Department, all departments operated with their allocated budgets. The Health and Sanitation Department exceeded its budget by \$27,251, primarily due to higher-than-anticipated refuse service fees, which are passed on to municipal customers through their bi-monthly utility bills. Despite this, when accounting for garbage surcharge revenues, the deficit narrowed to \$9,903, with the senior citizen subsidy contributing to the shortfall. However, late fees generated an additional \$33,193, resulting in a net surplus of \$27,711. Other financing uses (i.e., transfers out) exceeded budgetary amounts by \$1.9 million, as the City Council opted to increase transfers to the Citywide Capital Fund in order to finance roadway projects in future fiscal years.

As illustrated in the table on the previous page, current year General Fund operating results yielded a surplus of \$320,904, which increased overall fund balance from \$10,996,607 at the beginning of the year, to \$11,317,511 at the end of fiscal year 2024. The surplus at fiscal year-end was primarily attributable to enhanced revenues, predominately related to the tax, intergovernmental, license and permits and investment earnings categories; and lower than expected salary, benefit and contractual expenditures, as a direct result of attrition, temporary vacancies and the deferral of a new enterprise resource planning (ERP) system into the subsequent fiscal year. Ending fund balance for the General Fund was comprised of nonspendable (i.e., prepaid) amounts totaling \$214,778, with the remaining balance of \$11,102,733 classified as unassigned, which can be used for any corporate purpose. At the culmination of fiscal year 2024, unassigned fund balance as a percentage of total expenditures equated to 62.6%, which is the equivalent of approximately seven to eight months of operating reserves.

**Proprietary Funds** - The United City of Yorkville’s proprietary funds provide the same type of information found in the government-wide financial statements, but in greater detail. The net position of the City’s proprietary funds at the end of the year totaled \$88,249,391, allocated between the Water and Sewer Funds in the amounts of \$43,600,946 and \$44,648,445, respectively. Better than expected user and connection fee revenues, coupled with lower than expected operational expenses and the deferral of capital projects (primarily due to timing of expenses related to the meter replacement and Well #10/raw water main projects) into the subsequent fiscal year, accounted for the bulk of the increase.

## CAPITAL ASSET AND DEBT ADMINISTRATION

**Capital Assets** – The United City of Yorkville’s investment in capital assets for its governmental and business-type activities as of April 30, 2024, totaled \$199,787,182 (net of accumulated depreciation). Investments in capital assets include land, land improvements, construction in progress (CIP), infrastructure (roadway improvements, sanitary sewer lines, storm sewers and watermains), buildings, equipment and vehicles. The following tables summarize the changes in the City’s capital assets for governmental and business-type activities.

### Change in Capital Assets – Governmental Activities (in millions)

	Balance May 1, 2023	Net Additions/ (Deletions)	Balance April 30, 2024
<b>Non-Depreciable Assets:</b>			
Land and Construction in Progress	\$ 43.6	\$ (0.1)	\$ 43.5
<b>Depreciable Capital Assets:</b>			
Buildings	15.7	(2.8)	12.9
Equipment	9.7	0.3	10.0
Vehicles	3.5	0.9	4.4
Infrastructure	87.6	6.5	94.1
Leased Assets - Equipment	0.1	-	0.1
Accumulated Depreciation on Capital Assets	(46.0)	(1.7)	(47.7)
<b>Total Capital Assets, Net</b>	<b>\$ 114.2</b>	<b>\$ 3.2</b>	<b>\$ 117.4</b>

Total net capital assets for the City’s governmental activities increased by \$3.2 million in the current fiscal year, primarily due to the acceptance of developer donated street and storm sewer infrastructure within the Grande Reserve and Heartland Meadows subdivisions. In addition, City-financed projects, including the 2023 Road Program, Baseline Road improvements and the intersection enhancements at Kennedy and Mill Roads, contributed to this increase. During the fiscal year depreciation expense totaling \$3,644,618 was charged to the following functions: General Government (\$114,709), Library (\$186,270), Parks and Recreation (\$356,851), Public Safety (\$196,318), and Public Works (\$2,790,470).

**Change in Capital Assets – Business-Type Activities (in millions)**

	Balance May 1, 2023	Net Additions/ Deletions	Balance April 30, 2024
<b>Non-Depreciable Assets:</b>			
Land and Construction in Progress	\$ 5.9	\$ 6.2	\$ 12.2
<b>Depreciable Capital Assets:</b>			
Equipment	19.6	1.4	21.0
Vehicles	0.8	0.1	0.9
Infrastructure	74.0	3.1	77.1
Accumulated Depreciation on Capital Assets	(26.7)	(2.0)	(28.7)
<b>Total Capital Assets, Net</b>	<b>\$ 73.5</b>	<b>\$ 8.9</b>	<b>\$ 82.4</b>

Net capital assets increased by \$8.9 million in fiscal year 2024, as asset additions of \$10.9 million exceeded depreciation expense of \$2.0 million. Water improvements in progress, which were primarily comprised of ongoing water main replacement programs, accounted for the bulk of new additions; along with developer donated assets from the Grande Reserve and Heartland Meadows subdivisions. During the fiscal year depreciation expenses of \$1,240,874 and \$774,401 was charged to the Water and Sewer Funds functional expense categories, respectively. For more detailed information, related to capital assets, see Note 3 to the financial statements.

**Debt Administration**

As of April 30, 2024, the United City of Yorkville had total debt outstanding of \$31,899,642, which included general obligation and alternative revenue source bonds, developer commitments and notes and leases payable. This amount is partially comprised of seven alternative revenue bonds which pledge income, sales, places of eating, incremental property taxes, and water/sewer revenues. In addition, these bonds would be reverted to the property tax rolls should the alternative revenue source prove to be inadequate.

	Governmental Activities	Business-Type Activities	Total
General Obligation & Alternative Revenue Source Bonds	\$ 13,986,603	\$ 14,621,081	\$ 28,607,684
Developer Commitments	-	2,617,902	2,617,902
Notes Payable and Leases Payable	372,870	301,186	674,056
	<b>\$ 14,359,473</b>	<b>\$ 17,540,169</b>	<b>\$ 31,899,642</b>

The City’s general obligation debt is rated AA+ by Fitch Ratings and AA by Standard & Poor’s. Yorkville is a non-home rule community and as such is subject to a legal debt limit of 8.625% of the equalized assessed value (EAV) of the City, per State statute. The 2023 EAV of the City was \$802,563,340, which resulted in a legal debt limit of \$68,391,088. At the end of the fiscal year, the City had \$830,000 in debt applicable to the debt limit, resulting in a debt to EAV ratio of 0.1%. For more detailed information related to long-term debt, see Note 3 to the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

In Fiscal Year 2024, the General Fund experienced continued growth, with the overall fund balance reaching \$11.3 million, surpassing the previous record of \$11.0 million from the prior year. This financial strength demonstrates the City's prudent fiscal management during a period of considerable uncertainty. While the COVID-19 pandemic posed significant challenges, the anticipated negative financial impacts did not materialize. Instead, the City's primary revenue sources—sales taxes, property taxes, income taxes, and building permits—have shown remarkable resilience. This stability, combined with the ongoing efforts to diversify and strengthen revenue streams, has positioned the City well for sustained growth.

The City's management remains cautiously optimistic about the outlook for Fiscal Year 2025. Preliminary indications suggest that the local economy continues to exhibit resilience, supported by stable revenue streams and a favorable development climate. Yorkville is committed to fostering a business-friendly environment, with a focus on implementing targeted economic incentives and strategic planning to attract new businesses and support the expansion of existing ones. This proactive approach is aimed at driving economic development, creating jobs, and enhancing the quality of life for residents.

A key indicator of economic strength, property values within the City have continued to rise. Equalized Assessed valuation (EAV) is projected to increase by 16.3% in 2024, following a 14.4% rise in the previous year. This growth is a clear reflection of the ongoing recovery and strength of the local housing market. However, while property values have increased significantly, the City remains highly conscious of the financial burden placed on residents. In line with this, for the 2023 levy the City Council has once again opted to increase the annual property tax levy the increment generated from new construction only. By forgoing the inflationary component of the levy—valued at approximately \$190,000—the City demonstrates its commitment to minimizing the financial impact on taxpayers while continuing to maintain a balanced budget.

As the City transitions into Fiscal Year 2025, management will continue to emphasize fiscal prudence by adopting conservative revenue projections and identifying cost-saving measures where possible. This careful approach is designed to preserve fund balances and maintain healthy cash reserves, ensuring the City remains financially resilient in the face of potential economic fluctuations. In addition, ongoing monitoring of fiscal policies at the state level remains a priority. Changes in the State of Illinois' budget or revenue-sharing practices could impact Yorkville's share of state funds, and management remains vigilant in assessing these risks and preparing contingency plans.

Looking ahead to Fiscal Year 2025 from a financial planning perspective, the General Fund budget is balanced, with a continued emphasis on enhanced funding for roadway improvements and vehicle and equipment replacements. At the same time, the City remains committed to maintaining sufficient reserves to safeguard against potential economic downturns. Planned capital projects and other major initiatives for the upcoming fiscal year amount to approximately \$56 million (excluding vehicle and equipment purchases). Notable projects include the continuation of the "Road to Better Roads" program, with \$6.1 million allocated for roadway improvements—\$3.75 million of which is designated for subdivision paving; the implementation of a new enterprise resource planning system; sidewalk replacement and pavement striping programs; a City-wide water meter replacement program; groundbreaking for a new public works and parks facility; completion of Well #10 and its corresponding raw water main; continuation of the City's water main replacement program and water sourcing initiatives; and approximately \$3.1 million budgeted for vehicle and equipment purchases.

Through careful planning and disciplined financial management, Yorkville continues to position itself for a strong and prosperous future. The City remains committed to addressing the needs of its growing population, maintaining high standards of service, and ensuring that Yorkville is a desirable place to live, work and invest.

## **REQUESTS FOR INFORMATION**

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. Questions concerning this report or requests for additional financial information should be directed to Rob Fredrickson, Director of Finance, United City of Yorkville, 651 Prairie Pointe Drive, Yorkville, Illinois.

## **BASIC FINANCIAL STATEMENTS**

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Fund

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Net Position**

**April 30, 2024**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Net Position  
April 30, 2024**

	Governmental Activities	Business-Type Activities	Totals
<b>ASSETS</b>			
Current Assets			
Cash and Investments	\$ 24,856,579	10,444,218	35,300,797
Receivables - Net	11,798,513	3,409,301	15,207,814
Prepays	268,471	2,159,698	2,428,169
Total Current Assets	<u>36,923,563</u>	<u>16,013,217</u>	<u>52,936,780</u>
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	43,535,652	12,166,720	55,702,372
Depreciable Capital Assets	121,498,493	98,970,530	220,469,023
Accumulated Depreciation	<u>(47,655,731)</u>	<u>(28,728,482)</u>	<u>(76,384,213)</u>
Total Capital Assets	117,378,414	82,408,768	199,787,182
Other Assets			
Assets Held for Others	-	11,091,000	11,091,000
Total Noncurrent Assets	<u>117,378,414</u>	<u>93,499,768</u>	<u>210,878,182</u>
Total Assets	<u>154,301,977</u>	<u>109,512,985</u>	<u>263,814,962</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Items - IMRF	1,249,866	232,800	1,482,666
Deferred Items - RBP	279,633	42,169	321,802
Deferred Items - Police Pension	1,514,635	-	1,514,635
Deferred Items - ARO	-	2,634,384	2,634,384
Unamortized Loss on Refunding	18,081	596	18,677
Total Deferred Outflows of Resources	<u>3,062,215</u>	<u>2,909,949</u>	<u>5,972,164</u>
Total Assets and Deferred Outflows of Resources	<u>157,364,192</u>	<u>112,422,934</u>	<u>269,787,126</u>

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business-Type Activities	Totals
<b>LIABILITIES</b>			
Current Liabilities			
Accounts Payable	\$ 2,099,489	1,607,034	3,706,523
Deposits Payable	6,233,929	-	6,233,929
Accrued Payroll	306,273	24,189	330,462
Accrued Interest Payable	154,065	198,869	352,934
Other Payables	225,074	278,494	503,568
Current Portion of Long-Term Debt	2,150,415	1,838,137	3,988,552
Total Current Liabilities	<u>11,169,245</u>	<u>3,946,723</u>	<u>15,115,968</u>
Noncurrent Liabilities			
Compensated Absences Payable	701,276	92,930	794,206
Net Pension Liability - IMRF	780,743	145,420	926,163
Net Pension Liability - Police Pension	12,493,897	-	12,493,897
Total OPEB Liability - RBP	652,138	98,343	750,481
Notes Payable	240,044	-	240,044
IEPA Loans Payable	-	182,951	182,951
General Obligation Bonds Payable - Net	12,210,918	12,941,766	25,152,684
Leases Payable	48,498	-	48,498
Developer Agreements	-	2,617,902	2,617,902
Asset Retirement Obligation	-	2,783,000	2,783,000
Total Noncurrent Liabilities	<u>27,127,514</u>	<u>18,862,312</u>	<u>45,989,826</u>
Total Liabilities	<u>38,296,759</u>	<u>22,809,035</u>	<u>61,105,794</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Property and State Taxes	6,977,290	-	6,977,290
Deferred Items - Leases	359,330	1,300,223	1,659,553
Deferred Items - IMRF	18,356	3,419	21,775
Deferred Items - RBP	403,622	60,866	464,488
Deferred Items - Police Pension	912,385	-	912,385
Total Deferred Inflows of Resources	<u>8,670,983</u>	<u>1,364,508</u>	<u>10,035,491</u>
Total Liabilities and Deferred Inflows of Resources	<u>46,967,742</u>	<u>24,173,543</u>	<u>71,141,285</u>
<b>NET POSITION</b>			
Net Investment in Capital Assets	103,037,022	73,839,911	176,876,933
Restricted			
Library Operations	1,204,600	-	1,204,600
Motor Fuel Tax	350,976	-	350,976
Special Service Areas	63,908	-	63,908
Tax Increment Financing	216,129	-	216,129
Restricted - Capital Projects	-	6,352,814	6,352,814
Unrestricted	5,523,815	8,056,666	13,580,481
Total Net Position	<u>110,396,450</u>	<u>88,249,391</u>	<u>198,645,841</u>

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Activities  
For the Fiscal Year Ended April 30, 2024**

	Expenses	Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
<b>Governmental Activities</b>				
General Government	\$ 5,868,797	5,147,139	-	3,113
Library	1,211,510	187,233	43,822	-
Parks and Recreation	3,629,980	781,652	18,877	-
Public Safety	6,134,366	-	-	240,177
Community Development	1,266,989	-	-	-
Public Works	10,699,654	1,949,071	1,191,393	4,922,187
Interest on Long-Term Debt	429,091	-	-	-
Total Governmental Activities	29,240,387	8,065,095	1,254,092	5,165,477
<b>Business-Type Activities</b>				
Sewer	1,565,365	2,281,060	-	1,582,786
Water	6,790,035	6,760,108	325,000	1,234,405
Total Business-Type Activities	8,355,400	9,041,168	325,000	2,817,191
	37,595,787	17,106,263	1,579,092	7,982,668

General Revenues  
Taxes  
Property Taxes  
Utility Taxes  
Business District Taxes  
Admissions and  
Amusement Taxes  
Video Gaming Taxes  
Other Taxes  
Intergovernmental - Unrestricted  
Sales Taxes  
Income Taxes  
State Use Taxes  
Investment Income  
Miscellaneous  
Transfers - Internal Activity

Change in Net Position  
Net Position - Beginning  
Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues		
Primary Government		
Governmental Activities	Business-Type Activities	Totals
(718,545)	-	(718,545)
(980,455)	-	(980,455)
(2,829,451)	-	(2,829,451)
(5,894,189)	-	(5,894,189)
(1,266,989)	-	(1,266,989)
(2,637,003)	-	(2,637,003)
(429,091)	-	(429,091)
(14,755,723)	-	(14,755,723)
-	2,298,481	2,298,481
-	1,529,478	1,529,478
-	3,827,959	3,827,959
(14,755,723)	3,827,959	(10,927,764)
6,128,807	-	6,128,807
1,580,499	-	1,580,499
586,808	-	586,808
498,168	-	498,168
308,184	-	308,184
252,679	241,229	493,908
8,677,399	-	8,677,399
3,587,615	-	3,587,615
813,159	-	813,159
924,674	582,931	1,507,605
433,250	810,923	1,244,173
(1,170,350)	1,170,350	-
22,620,892	2,805,433	25,426,325
7,865,169	6,633,392	14,498,561
102,531,281	81,615,999	184,147,280
110,396,450	88,249,391	198,645,841

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Balance Sheet - Governmental Funds  
April 30, 2024**

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	<u>General</u>
<b>ASSETS</b>	
Cash and Investments	\$ 8,690,503
Receivables - Net of Allowances	
Property Taxes	3,912,373
Accounts	1,067,859
Grants	9,840
Other Taxes	3,862,993
Leases	-
Due from Other Funds	2,505,955
Prepays	<u>214,778</u>
Total Assets	<u><u>20,264,301</u></u>
<b>LIABILITIES</b>	
Accounts Payable	1,011,592
Deposit Payable	2,592,694
Accrued Payroll	233,683
Due to Other Funds	-
Other Payables	-
Total Liabilities	<u>3,837,969</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Property and State Taxes	5,108,821
Deferred Items - Leases	-
Total Deferred Inflows of Resources	<u>5,108,821</u>
Total Liabilities and Deferred Inflows of Resources	<u>8,946,790</u>
<b>FUND BALANCES</b>	
Nonspendable	214,778
Restricted	-
Assigned	-
Unassigned	<u>11,102,733</u>
Total Fund Balances	<u>11,317,511</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u><u>20,264,301</u></u>

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects			Nonmajor	Totals
Library	Parks and Recreation	Citywide Capital	Buildings and Grounds			
1,339,587	759,931	8,585,999	2,708,503	2,772,056	24,856,579	
1,868,469	-	-	-	-	5,780,842	
740	5,506	165,321	1,515	3,632	1,244,573	
-	-	32,891	-	240,177	282,908	
2,090	-	-	-	234,888	4,099,971	
-	390,219	-	-	-	390,219	
-	-	-	-	232,301	2,738,256	
12,133	39,128	-	2,432	-	268,471	
<b>3,223,019</b>	<b>1,194,784</b>	<b>8,784,211</b>	<b>2,712,450</b>	<b>3,483,054</b>	<b>39,661,819</b>	
56,782	118,172	206,783	298,413	407,747	2,099,489	
-	9,239	2,788,974	-	843,022	6,233,929	
13,247	54,536	-	4,807	-	306,273	
-	-	-	-	2,738,256	2,738,256	
67,788	126,086	-	3,600	27,600	225,074	
<b>137,817</b>	<b>308,033</b>	<b>2,995,757</b>	<b>306,820</b>	<b>4,016,625</b>	<b>11,603,021</b>	
1,868,469	-	-	-	-	6,977,290	
-	359,330	-	-	-	359,330	
<b>1,868,469</b>	<b>359,330</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,336,620</b>	
<b>2,006,286</b>	<b>667,363</b>	<b>2,995,757</b>	<b>306,820</b>	<b>4,016,625</b>	<b>18,939,641</b>	
12,133	39,128	-	2,432	-	268,471	
1,204,600	-	-	-	631,013	1,835,613	
-	488,293	5,788,454	2,403,198	1,581,655	10,261,600	
-	-	-	-	(2,746,239)	8,356,494	
<b>1,216,733</b>	<b>527,421</b>	<b>5,788,454</b>	<b>2,405,630</b>	<b>(533,571)</b>	<b>20,722,178</b>	
<b>3,223,019</b>	<b>1,194,784</b>	<b>8,784,211</b>	<b>2,712,450</b>	<b>3,483,054</b>	<b>39,661,819</b>	

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities  
April 30, 2024

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<b>Total Governmental Fund Balances</b>	\$ 20,722,178
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	117,378,414
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	1,231,510
Deferred Items - Police Pension	602,250
Deferred Items - RBP	(123,989)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Accrued Interest Payable	(154,065)
Compensated Absences Payable	(876,595)
Net Pension Liability - IMRF	(780,743)
Net Pension Liability - Police Pension	(12,493,897)
Total OPEB Liability - RBP	(767,221)
Notes Payable	(301,625)
General Obligation Bonds Payable	(13,986,603)
Unamortized Loss on Refunding	18,081
Leases Payable	(71,245)
<b>Net Position of Governmental Activities</b>	<u><u>110,396,450</u></u>

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds  
For the Fiscal Year Ended April 30, 2024**

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**See Following Page**

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds  
 For the Fiscal Year Ended April 30, 2024

	<u>General</u>
Revenues	
Taxes	\$ 15,541,954
Intergovernmental	4,679,896
Licenses, Permits and Fees	914,890
Charges for Services	2,213,396
Fines and Forfeitures	104,162
Grants and Donations	-
Investment Income	713,606
Miscellaneous	81,663
Total Revenues	<u>24,249,567</u>
Expenditures	
General Government	5,761,285
Library	-
Parks and Recreation	-
Public Safety	6,641,465
Community Development	1,266,989
Public Works	4,079,836
Capital Outlay	-
Debt Service	
Principal Retirement	-
Interest and Fiscal Charges	-
Total Expenditures	<u>17,749,575</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>6,499,992</u>
Other Financing Sources (Uses)	
Sale of Capital Assets	-
Transfers In	-
Transfers Out	(6,179,088)
	<u>(6,179,088)</u>
Net Change in Fund Balances	320,904
Fund Balances - Beginning	<u>10,996,607</u>
Fund Balances - Ending	<u><u>11,317,511</u></u>

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects			Nonmajor	Totals
Library	Parks and Recreation	Citywide Capital	Buildings and Grounds			
1,760,942	-	-	-	538,750	17,841,646	
43,822	-	3,113	-	1,343,346	6,070,177	
169,000	-	469,775	292,366	252,800	2,098,831	
16,549	781,652	906,544	280,386	1,648,741	5,847,268	
1,684	-	-	-	13,150	118,996	
-	18,877	-	-	-	18,877	
37,823	11,507	94,688	39,191	27,859	924,674	
4,155	305,227	34,941	3,146	4,118	433,250	
2,033,975	1,117,263	1,509,061	615,089	3,828,764	33,353,719	
-	-	-	-	131,616	5,892,901	
1,025,240	-	-	-	-	1,025,240	
-	3,291,804	-	-	-	3,291,804	
-	-	-	-	4,843	6,646,308	
-	-	-	-	-	1,266,989	
-	-	209,573	365,244	152,295	4,806,948	
-	-	1,721,459	409,647	2,913,555	5,044,661	
800,000	-	210,000	580,000	202,863	1,792,863	
66,750	-	103,513	220,254	104,897	495,414	
1,891,990	3,291,804	2,244,545	1,575,145	3,510,069	30,263,128	
141,985	(2,174,541)	(735,484)	(960,056)	318,695	3,090,591	
-	-	-	700,000	48,966	748,966	
29,230	2,440,844	1,843,512	799,779	-	5,113,365	
-	-	(104,627)	-	-	(6,283,715)	
29,230	2,440,844	1,738,885	1,499,779	48,966	(421,384)	
171,215	266,303	1,003,401	539,723	367,661	2,669,207	
1,045,518	261,118	4,785,053	1,865,907	(901,232)	18,052,971	
1,216,733	527,421	5,788,454	2,405,630	(533,571)	20,722,178	

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of  
Governmental Funds to the Statement of Activities  
For the Fiscal Year Ended April 30, 2024**

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**Net Change in Fund Balances - Total Governmental Funds** \$ 2,669,207

Amounts reported for governmental activities in the Statement of Activities  
are different because:

Governmental funds report capital outlays as expenditures. However, in the  
Statement of Activities the cost of those assets is allocated over their estimated  
useful lives and reported as depreciation expense.

Capital Outlays	3,420,508
Capital Contributions	4,922,187
Depreciation Expense	(3,644,618)
Disposals - Cost	(3,507,253)
Disposals - Accumulated Depreciation	1,980,087

The net effect of deferred outflows (inflows) of resources related to the pensions  
not reported in the funds.

Change in Deferred Items - IMRF	(147,453)
Change in Deferred Items - Police Pension	(343,662)
Change in Deferred Items - RBP	(14,676)

The issuance of long-term debt provides current financial resources to  
governmental funds, while the repayment of the principal on long-term  
debt consumes the current financial resources of the governmental funds.

Change in Compensated Absences Payable	(126,853)
Change in Net Pension Liability - IMRF	441,404
Change in Net Pension Liability - Police Pension	370,714
Change in Total OPEB Liability - RBP	(13,609)
Retirement of Debt	1,792,864
Amortization of Loss on Refunding	(10,168)
Amortization of Premium	55,567

Changes to accrued interest on long-term debt in the Statement of Activities  
does not require the use of current financial resources and, therefore, are not  
reported as expenditures in the governmental funds.

20,923

**Changes in Net Position of Governmental Activities**

7,865,169

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Net Position - Proprietary Funds**

**April 30, 2024**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Net Position - Proprietary Funds**

**April 30, 2024**

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
<b>ASSETS</b>			
Current Assets			
Cash and Investments	\$ 3,789,426	6,654,792	10,444,218
Receivables - Net of Allowances			
Accounts	308,737	1,604,782	1,913,519
Leases	-	1,395,782	1,395,782
Grants	-	100,000	100,000
Prepays			
Water Sourcing - DCW	-	2,116,723	2,116,723
Other	7,582	35,393	42,975
Total Current Assets	<u>4,105,745</u>	<u>11,907,472</u>	<u>16,013,217</u>
Noncurrent Assets			
Capital Assets			
Nondepreciable	3,652,204	8,514,516	12,166,720
Depreciable	39,574,245	59,396,285	98,970,530
Accumulated Depreciation	<u>(9,978,689)</u>	<u>(18,749,793)</u>	<u>(28,728,482)</u>
Total Capital Assets	33,247,760	49,161,008	82,408,768
Other Assets			
Assets Held for Others	<u>11,091,000</u>	-	<u>11,091,000</u>
Total Noncurrent Assets	<u>44,338,760</u>	<u>49,161,008</u>	<u>93,499,768</u>
Total Assets	<u>48,444,505</u>	<u>61,068,480</u>	<u>109,512,985</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Items - IMRF	79,240	153,560	232,800
Deferred Items - RBP	7,320	34,849	42,169
Deferred Items - ARO	-	2,634,384	2,634,384
Unamortized Loss on Refunding	596	-	596
Total Deferred Outflows of Resources	<u>87,156</u>	<u>2,822,793</u>	<u>2,909,949</u>
Total Assets and Deferred Outflows of Resources	<u>48,531,661</u>	<u>63,891,273</u>	<u>112,422,934</u>

The notes to the financial statements are an integral part of this statements.

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
<b>LIABILITIES</b>			
Current Liabilities			
Accounts Payable	\$ 103,081	1,503,953	1,607,034
Accrued Payroll	9,156	15,033	24,189
Accrued Interest Payable	8,032	190,837	198,869
Other Payables	214,654	63,840	278,494
Current Portion of Long-Term Debt	1,056,390	781,747	1,838,137
Total Current Liabilities	1,391,313	2,555,410	3,946,723
Noncurrent Liabilities			
Compensated Absences Payable	33,510	59,420	92,930
Net Pension Liability - IMRF	49,498	95,922	145,420
Total OPEB Liability - RBP	17,072	81,271	98,343
IEPA Loans Payable	-	182,951	182,951
General Obligation Bonds Payable - Net	1,065,000	11,876,766	12,941,766
Developer Agreements	1,315,093	1,302,809	2,617,902
Asset Retirement Obligation	-	2,783,000	2,783,000
Total Noncurrent Liabilities	2,480,173	16,382,139	18,862,312
Total Liabilities	3,871,486	18,937,549	22,809,035
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Items - Leases	-	1,300,223	1,300,223
Deferred Items - IMRF	1,164	2,255	3,419
Deferred Items - RPB	10,566	50,300	60,866
Total Deferred Inflows of Resources	11,730	1,352,778	1,364,508
Total Liabilities and Deferred Inflows of Resources	3,883,216	20,290,327	24,173,543
<b>NET POSITION</b>			
Net Investment in Capital Assets	31,138,356	42,701,555	73,839,911
Restricted - Capital Projects	-	6,352,814	6,352,814
Unrestricted	13,510,089	(5,453,423)	8,056,666
Total Net Position	44,648,445	43,600,946	88,249,391

The notes to the financial statements are an integral part of this statements.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds**

**For the Fiscal Year Ended April 30, 2024**

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
Operating Revenues			
Charges for Services	\$ 1,708,760	5,774,236	7,482,996
Operating Expenses			
Operations	757,842	5,079,256	5,837,098
Depreciation and Amortization	775,585	1,261,329	2,036,914
Total Operating Expenses	1,533,427	6,340,585	7,874,012
Operating Income	175,333	(566,349)	(391,016)
Nonoperating Revenues (Expenses)			
Investment Income	143,791	422,702	566,493
Grants	-	325,000	325,000
Unrealized Gain	-	16,438	16,438
Connection Fees	572,300	985,872	1,558,172
Places of Eating Tax	-	241,229	241,229
Other Income	322,984	487,939	810,923
Interest Expense	(31,938)	(449,450)	(481,388)
	1,007,137	2,029,730	3,036,867
Income Before Capital Contributions and Transfers	1,182,470	1,463,381	2,645,851
Capital Contributions	1,582,786	1,234,405	2,817,191
Transfers In	1,065,723	178,752	1,244,475
Transfers Out	(74,125)	-	(74,125)
	2,574,384	1,413,157	3,987,541
Change in Net Position	3,756,854	2,876,538	6,633,392
Net Position - Beginning	40,891,591	40,724,408	81,615,999
Net Position - Ending	44,648,445	43,600,946	88,249,391

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Cash Flows - Proprietary Funds  
For the Fiscal Year Ended April 30, 2024**

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 2,603,489	5,282,309	7,885,798
Payments to Employees	(529,031)	(272,444)	(801,475)
Payments to Suppliers	(2,409,574)	(3,671,470)	(6,081,044)
	<u>(335,116)</u>	<u>1,338,395</u>	<u>1,003,279</u>
Cash Flows from Noncapital Financing Activities			
Transfers In	1,065,723	178,752	1,244,475
Transfers (Out)	(74,125)	-	(74,125)
	<u>991,598</u>	<u>178,752</u>	<u>1,170,350</u>
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(608,322)	(7,479,527)	(8,087,849)
Debt Issuance	-	10,082,744	10,082,744
Debt Repayment	(1,067,500)	(593,618)	(1,661,118)
Interest Payments	(31,938)	(449,450)	(481,388)
	<u>(1,707,760)</u>	<u>1,560,149</u>	<u>(147,611)</u>
Cash Flows from Investing Activities			
Investment Income	143,791	439,140	582,931
	<u>143,791</u>	<u>439,140</u>	<u>582,931</u>
Net Change in Cash and Cash Equivalents	(907,487)	3,516,436	2,608,949
Cash and Cash Equivalents - Beginning	4,696,913	3,138,356	7,835,269
Cash and Cash Equivalents - Ending	<u>3,789,426</u>	<u>6,654,792</u>	<u>10,444,218</u>
Reconciliation of Operating Income to Net Cash Provided			
(Used) by Operating Activities			
Operating Income	175,333	(566,349)	(391,016)
Adjustments to Reconcile Operating Income to Net Income			
to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization Expense	775,585	1,261,329	2,036,914
Connection Fees/Other Income	895,284	2,040,040	2,935,324
(Increase) Decrease in Current Assets	(555)	(2,531,967)	(2,532,522)
Increase (Decrease) in Current Liabilities	(2,180,763)	1,135,342	(1,045,421)
	<u>(335,116)</u>	<u>1,338,395</u>	<u>1,003,279</u>
Net Cash Provided by Operating Activities	<u>(335,116)</u>	<u>1,338,395</u>	<u>1,003,279</u>

The notes to the financial statement are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Statement of Fiduciary Net Position**

**April 30, 2024**

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	<u>Police Pension Trust</u>
<b>ASSETS</b>	
Cash and Cash Equivalents	\$ 49,524
Investments	
Illinois Police Officers Pension Investment Fund	16,846,388
Illinois Funds	<u>1,659</u>
Total Assets	<u>16,897,571</u>
<b>LIABILITIES</b>	
None	<u>-</u>
<b>NET POSITION</b>	
Net Position Restricted for Pensions	<u><u>16,897,571</u></u>

The notes to the financial statement are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Changes in Fiduciary Net Position

For the Fiscal Year Ended April 30, 2024

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	Police Pension Trust
Additions	
Contributions - Employer	\$ 1,378,837
Contributions - Plan Members	362,223
Total Contributions	<u>1,741,060</u>
Investment Income	
Interest Earned	131,611
Net Change in Fair Value	1,353,388
	<u>1,484,999</u>
Less Investment Expenses	(10,647)
Net Investment Income	<u>1,474,352</u>
Total Additions	<u>3,215,412</u>
Deductions	
Administration	18,753
Benefits and Refunds	1,310,135
Total Deductions	<u>1,328,888</u>
Change in Fiduciary Net Position	1,886,524
Net Position Restricted for Pensions	
Beginning	<u>15,011,047</u>
Ending	<u><u>16,897,571</u></u>

The notes to the financial statement are an integral part of this statement.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2023

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The United City of Yorkville (City) is an Illinois unit of local government. The financial statements include all functions, programs, and activities under control of the City Council. The City's major operations include public safety, public works, library, parks and recreation, community development, water and sewer services, and general administration. The City Council has oversight responsibility for the City, the Public Library and the Park and Recreation Board. Oversight responsibility includes designation of management and all other control over operations of these entities.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the City's accounting policies established in GAAP and used by the City are described below.

#### REPORTING ENTITY

The City is a municipal corporation governed by an elected mayor and eight-member Alderman. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is both legally and substantively separate from the government. Management has determined that there is one fiduciary component unit that is required to be included in the financial statements of the City as a pension trust fund and there are no discretely component units to include in the reporting entity.

#### Police Pension Employees Retirement System

The City's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the City's Mayor, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the City is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the City is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the City, the PPERS is reported as if it were part of the primary City because its sole purpose is to provide retirement benefits for the City's police employees. The PPERS is reported as a pension trust fund.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION

##### Government-Wide Statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The City's public safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, parks and recreation, planning and zoning, and general administrative services are classified as governmental activities. The City's sewer and water services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The City's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The City first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions (general government, public safety, highways and streets, etc.) and business-type activities. The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges for services, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) changes to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales and use taxes, certain intergovernmental revenues, permits and charges for services, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

##### Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

#### Fund Financial Statements – Continued

Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City electively added funds, as major funds, which either have debt outstanding or a specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the City:

#### Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the City:

*General Fund* is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

*Special Revenue Funds* are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The City maintains eight special revenue funds. The Library Fund, a major fund, is used to account for the activity relating to the Yorkville Public Library. The primary revenue source for the Library Fund is property taxes. The Parks and Recreation Fund, also a major fund, is used to account for the revenues and expenditures associated with Yorkville's Parks and Recreation departments. The primary revenue source for the Parks and Recreation Fund is charges for services.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

##### Fund Financial Statements – Continued

##### Governmental Funds – Continued

*Capital Projects Funds* are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The City maintains three capital projects funds. The Citywide Capital Fund, a major fund, is used to account for financial resources accumulated for maintenance of public infrastructure and to fund new capital improvements that benefit the public. The Buildings and Grounds Fund, also a major fund, is used to account for maintenance of existing and construction of new municipal owned buildings.

##### Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the City:

*Enterprise Funds* are required to account for operations for which a fee is charged to external users for goods or services and the activity is (a) financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The City maintains two enterprise funds. The Sewer Fund, a major fund, is used to account for the operation and sewer infrastructure maintenance of the City-owned sewer system, as well as the construction of new sewer systems within City limits. Revenues are generated through user maintenance fees. The Water Fund, also a major fund, is used to account for the operation and water infrastructure maintenance of the City-owned water distribution system, as well as the construction of new water systems. Revenues are generated through charges based on water consumption and user maintenance fees.

##### Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity by the City for others and therefore are not available to support City programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

#### Fund Financial Statements – Continued

#### Fiduciary Funds – Continued

*Pension Trust Funds* are used to account for assets held in a trustee capacity by the City for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay pension costs. Resources are contributed by police force members at rates fixed by state statutes and by the government through an annual property tax levy.

The City's pension trust fund is presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants, etc.) and cannot be used to address activities or obligations of the City, these funds are not incorporated into the government-wide statements.

#### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

#### Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate.

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

##### Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The City recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70.

A sixty-day availability is generally used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, state and utility taxes, franchise taxes, interest revenue, charges for services, and fines and forfeits. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the City’s enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

##### Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds “Statement of Cash Flows,” cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

##### Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. All other interfund transactions are treated as transfers. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

##### Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Major receivables balances for governmental activities include property taxes, state and utility taxes, franchise taxes, and grants. Business-type activities report utility charges as their major receivables.

##### Assets Held for Others

In June of 2004, the City entered into an intergovernmental agreement with Yorkville-Bristol Sanitary District for design and construction of the Rob Roy Creek Interceptor. At the date of completion, the Yorkville-Bristol Sanitary District owns and maintains the Interceptor. All costs associated with the construction of the infrastructure asset are recorded as Assets Held for Others in the City’s financial statements. As of April 30, 2024, the balance of this project was \$11,091,000 reported in the Sewer Fund. In connection with this project, the City issued General Obligation Alternate Revenue Source Bonds of 2005D in the fiscal year 2006 for \$11,300,000, which were refunded in 2008, 2011 and again in 2022. At April 30, 2024, the outstanding balance of the 2022 refunding bonds is \$2,620,000. See Note 3 for more information on this long-term debt issue.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

##### Prepays

Prepays are valued at cost, which approximates market. The cost of governmental fund-type prepaids are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

##### Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

##### Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 to \$75,000, depending on asset class, (see chart on the following page) or more are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the City as a whole. Infrastructure such as streets, storm sewer and traffic signals are capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued**

**Capital Assets – Continued**

Capital Asset	Capitalized Threshold	Estimated Useful Life
Land	\$ 25,000	N/A
Buildings	35,000	10 - 50 Years
Equipment	5,000	5 - 75 Years
Vehicles	5,000	5 - 15 Years
Infrastructure - Street and Storm Sewer	50,000	10 - 75 Years
Infrastructure - Water and Sewer	75,000	10 - 75 Years
Lease Assets - Equipment	40,000	10 - 40 Years

**Compensated Absences**

The City accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**Long-Term Obligations**

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

##### Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

##### Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumption that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

### NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

#### BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual budgets are adopted for all funds. All annual appropriations lapse at fiscal year-end. During the year, several supplementary appropriations were necessary. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued**

**BUDGETARY INFORMATION – Continued**

- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

**DEFICIT FUNDS BALANCE**

The following funds had deficit fund balance as of the date of this report:

Funds	2024
Countryside TIF	\$ 1,175,727
Downtown TIF	1,570,512

**NOTE 3 – DETAIL NOTES ON ALL FUNDS**

**DEPOSITS AND INVESTMENTS**

The City maintains a cash and investment pool that is available for use by all funds except the pension trust fund. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the City's funds. The deposits and investments of the pension trust fund are held separately from those of other funds.

*Permitted Deposits and Investments* – Statutes authorize the City to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, the Illinois Funds, the Illinois Public Reserves Investment Management Trust, and the Illinois Trust.

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. The Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

The Illinois Public Reserves Investment Management Trust (IPRIME) is an investment opportunity and cash management service for Illinois Municipal Treasurers acting on behalf of counties, townships, cities, towns, villages, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, and all other political corporations or subdivisions of the State of Illinois. Participation in IPRIME is voluntary. IPRIME is not registered with the SEC as an Investment Company. Investments in IPRIME are valued at the share price, the price for which the investment could be sold.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**DEPOSITS AND INVESTMENTS – Continued**

The Illinois Trust was established for the purpose of allowing various public agencies including, but not limited to, counties, townships, cities, towns, villages, school districts, housing authorities and public water supply districts, to jointly invest funds in accordance with the Laws of the State of Illinois. Participation in the Illinois Trust is voluntary. The Illinois Trust is not registered with the SEC as an Investment Company. Investments in the Illinois Trust are valued at the share price, the price for which the investment could be sold.

**City**

*Deposits.* At year-end, the carrying amount of the City’s deposits for governmental and business-type activities totaled \$11,815,478 and the bank balances totaled \$11,910,555.

*Investments.* The City has the following investment fair values and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
Illinois Funds	\$ 10,429,559	10,429,559	-	-	-
IPRIME	12,945,651	12,945,651	-	-	-
Illinois Trust	110,109	110,109	-	-	-
	<u>23,485,319</u>	<u>23,485,319</u>	<u>-</u>	<u>-</u>	<u>-</u>

At year-end, the City has the following recurring fair value measurements:

- Illinois Funds of \$10,429,559, IPRIME of \$12,945,651, and Illinois Trust of \$110,109 are measured at the net asset value per share determined by the pool.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

##### City – Continued

*Interest Rate Risk.* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's investment policy states that a variety of financial instruments and maturities, properly balanced, will help to insure liquidity and reduce risk or interest rate volatility and loss of principal. The policy does not state specific limits in investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk.* Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, no for speculation, but for investment, considering the safety of their capital, as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. At year-end, the City's investment in the Illinois Funds is rated AAmmf by Fitch, and the City's investment the Illinois Trust and I-PRIME are rated AAAM by Standard & Poor's.

*Concentration Risk.* This is the risk of loss attributed to the magnitude of the City's investment in a single issuer. The City's investment policy states that a variety of financial instruments and maturities, properly balanced, will help to insure liquidity and reduce risk or interest rate volatility and loss of principal. Diversifying instruments and maturities will avoid incurring unreasonable risks in the investment portfolio regarding specific security types, issuers or individual financial institutions. The City shall diversify to the best of its ability based on the type of funds invested and the cash flow needs of those funds. The City places no limit on the amount the City may invest in any one issuer. At year-end, the City does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) over 5 percent of the total cash and investment portfolio.

*Custodial Credit Risk.* In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires that all amounts in excess of any insurance limits be collateralized by approved securities or surety bonds issued by top-rated insurers, having a value of at least 110% of the deposits. Collateral is required as security whenever deposits exceed the insurance limits of the FDIC. Repurchase agreements must also be collateralized in the amount of 105% of the market value of principal and accrued interest. Collateral shall be held at an independent, third-party institution in the name of the City. The third-party institution shall comply with all qualifications and requirements as set forth in the Illinois Compiled Statutes 30 ILCS 235/6. At year end, all deposits are collateralized.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

##### City – Continued

For an investment, this is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year-end, the City's investments in the Illinois Funds, the Illinois Trust, and I-PRIME are not subject to custodial credit risk.

##### Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual comprehensive financial report. For additional information on IPOPIF's investments, please refer to their annual comprehensive financial report, which can be obtained from IPOPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at [www.ipopif.org](http://www.ipopif.org).

*Deposits.* The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$49,524 and the bank balances totaled \$49,999.

*Custodial Credit Risk.* In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires all deposits in excess of federally insured limits (other than bank managed money market mutual funds) to be no less than 110% of the fair market value and secured by some form of collateral. The Fund will accept (1) United States Treasury Bills, Notes or Bonds, or (2) United States Government Agency Notes or Bonds as authorized by the Public Funds Investment Act but excluding the government sponsored agencies prohibited by the Department of Insurance. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**DEPOSITS AND INVESTMENTS – Continued**

**Police Pension Fund – Continued**

*Investments.* At year-end the Fund has \$16,846,388 invested in IPOPIF. The pooled investments consist of the investments as noted in the target allocation table available at [www.ipopif.org](http://www.ipopif.org). Investments in IPOPIF are valued at IPOPIF’s share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The fund may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF. In addition, the Fund has \$1,659 invested in the Illinois Funds.

*Investment Policy.* IPOPIF’s current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

**Rate of Return**

At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 9.54%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**LEASES RECEIVABLE**

The City is a lessor on the following leases at year end:

Lease	Term	Start Date	Payments	Interest Rate
Verizon Cell Tower-Wheaton Woods	107 months	April 1, 2011	\$4,490 to \$6,145 per month, including interest	4.34%
SprintCom Cell Tower	261 months	February 10, 2004	\$3,064 to \$5,701 per month, including interest	4.34%
Verizon Cell Tower-Lehman Crossing	115 months	December 1, 2011	\$2,194 to \$2,622 per month, including interest	4.34%
Verizon Cell Tower-Tower Lane	204 months	May 1, 2019	\$3,169 to \$5,085 per month, including interest	4.34%

During the fiscal year, the City has recognized \$108,789 of lease revenue.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LEASES RECEIVABLE – Continued**

The future principal and interest lease payments as of the year-end were as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2025	\$ 42,368	16,104	47,628	59,642
2026	46,629	14,181	52,738	57,474
2027	51,177	12,066	58,158	55,078
2028	56,021	9,752	63,900	52,446
2029	61,186	7,218	69,995	49,548
2030	66,686	4,454	76,445	46,385
2031	66,152	1,433	83,277	42,933
2032	-	-	77,037	39,276
2033	-	-	64,552	36,343
2034	-	-	70,502	33,419
2035	-	-	76,799	30,240
2036	-	-	83,476	26,775
2037	-	-	90,545	23,013
2038	-	-	98,028	18,941
2039	-	-	105,943	14,531
2040	-	-	50,206	11,029
2041	-	-	54,305	8,767
2042	-	-	58,638	6,326
2043	-	-	63,221	3,692
2044	-	-	50,389	917
	<u>390,219</u>	<u>65,208</u>	<u>1,395,782</u>	<u>616,775</u>

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### CAPITAL ASSETS

##### Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 32,626,366	-	-	32,626,366
Construction in Progress	10,969,154	2,555,571	2,615,439	10,909,286
	<u>43,595,520</u>	<u>2,555,571</u>	<u>2,615,439</u>	<u>43,535,652</u>
Depreciable Capital Assets				
Buildings	15,690,311	-	2,760,251	12,930,060
Equipment	9,673,330	962,494	638,170	9,997,654
Vehicles	3,489,480	966,682	108,832	4,347,330
Infrastructure	87,618,878	6,473,387	-	94,092,265
Lease Assets - Equipment	131,184	-	-	131,184
	<u>116,603,183</u>	<u>8,402,563</u>	<u>3,507,253</u>	<u>121,498,493</u>
Less Accumulated Depreciation				
Buildings	5,724,261	296,017	1,257,239	4,763,039
Equipment	7,200,289	425,264	614,015	7,011,538
Vehicles	2,502,889	418,565	108,833	2,812,621
Infrastructure	30,552,831	2,478,540	-	33,031,371
Lease Assets - Equipment	10,930	26,232	-	37,162
	<u>45,991,200</u>	<u>3,644,618</u>	<u>1,980,087</u>	<u>47,655,731</u>
Total Net Depreciable Capital Assets	<u>70,611,983</u>	<u>4,757,945</u>	<u>1,527,166</u>	<u>73,842,762</u>
Total Net Capital Assets	<u>114,207,503</u>	<u>7,313,516</u>	<u>4,142,605</u>	<u>117,378,414</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**CAPITAL ASSETS – Continued**

**Governmental Activities – Continued**

Depreciation expense was charged to governmental activities as follows:

General Government	\$	114,709
Library		186,270
Parks and Recreation		356,851
Public Safety		196,318
Public Works		<u>2,790,470</u>
		<u><u>3,644,618</u></u>

**Business-Type Activities**

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
<b>Nondepreciable Capital Assets</b>				
Land	\$ 615,376	-	-	615,376
Construction in Progress	5,327,805	7,937,250	1,713,711	11,551,344
	<u>5,943,181</u>	<u>7,937,250</u>	<u>1,713,711</u>	<u>12,166,720</u>
<b>Depreciable Capital Assets</b>				
Equipment	19,555,688	1,427,299	-	20,982,987
Vehicles	752,223	148,437	-	900,660
Infrastructure	73,981,118	3,105,765	-	77,086,883
	<u>94,289,029</u>	<u>4,681,501</u>	<u>-</u>	<u>98,970,530</u>
<b>Less Accumulated Depreciation</b>				
Equipment	9,171,933	543,405	-	9,715,338
Vehicles	571,046	71,661	-	642,707
Infrastructure	16,970,228	1,400,209	-	18,370,437
	<u>26,713,207</u>	<u>2,015,275</u>	<u>-</u>	<u>28,728,482</u>
Total Net Depreciable Capital Assets	<u>67,575,822</u>	<u>2,666,226</u>	<u>-</u>	<u>70,242,048</u>
Total Net Capital Assets	<u><u>73,519,003</u></u>	<u><u>10,603,476</u></u>	<u><u>1,713,711</u></u>	<u><u>82,408,768</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**CAPITAL ASSETS – Continued**

**Business-Type Activities – Continued**

Depreciation expense was charged to business-type activities as follows:

Sewer	\$ 774,401
Water	<u>1,240,874</u>
	<u><u>2,015,275</u></u>

**PROPERTY TAXES**

Property taxes for 2023 attach as an enforceable lien on January 1, 2024, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about June 1 and September 1. The County collects such taxes and remits them periodically.

**INTERFUND BALANCES**

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages. The composition of interfund balances as of the date of this report, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General	Nonmajor Governmental	\$ 2,505,955
Nonmajor Governmental	Nonmajor Governmental	<u>232,301</u>
		<u><u>2,738,256</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2023**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**INTERFUND TRANSFERS**

Interfund transfers for the year consisted of the following:

Transfers In	Transfers Out	Amount
Library	General	\$ 29,230 (2)
Parks and Recreation	General	2,440,844 (2)
Citywide Capital	General	1,843,512 (2)
Buildings and Grounds	General	799,779 (2)
Sewer	General	1,065,723 (1)
Water	Citywide Capital	104,627 (1)
Water	Sewer	74,125 (1)
		<u>6,357,840</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

The purpose of significant interfund transfers are as follows:

- \$2,232,541 to the Parks and Recreation Fund to subsidize operations.
- \$2,902,227 to the Citywide Capital Fund to fund the construction of current and future roadway projects.
- \$803,877 to the Buildings and Grounds Fund to fund current and future City building projects and acquisitions.
- \$1,600,356 to the Sewer Fund to finance debt service costs related to the 2022 refunding bond.

**LEASES PAYABLE**

The City has the following leases outstanding at year end:

Lease	Term	Start Date	Payments	Interest Rate
Body Cameras	5 years	December 1, 2022	\$25,839 per year	4.34%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LEASES PAYABLE – Continued**

The future principal and interest lease payments as of the year-end were as follows:

Fiscal Year	Principal	Interest
2025	\$ 22,747	3,092
2026	23,734	2,105
2027	24,764	1,075
	71,245	6,272

**LONG-TERM DEBT**

**Notes Payable**

The City enters into notes payable to provide funds for acquisition of capital assets. Notes payable have been issued for the governmental activities. Notes payable are direct obligations and pledge the full faith and credit of the City. Notes payable currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Promissory Note of 2019, payable in monthly installments of \$71,570, which includes interest at 3.60%, through November 18, 2028.	Vehicle and Equipment	\$ 360,972	-	59,347	301,625

**Illinois Environmental Protection Agency (IEPA) Loans Payable**

The City has entered into loan agreements with the IEPA to provide low interest financing for sewer and water improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
IEPA (L17-1156300) Loan Payable of 2007, due in semi-annual installments of \$28,263 to \$61,744 including interest at 2.50% through August 9, 2026.	Water	\$ 416,520	-	115,334	301,186

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**General Obligation Bonds**

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities and infrastructure. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds issued for business-type activities are reported in the proprietary funds as they are expected to be repaid from proprietary revenues. General obligation bonds are direct obligations and pledge the full faith and credit of the City.

General obligation bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Library Bonds of 2006, due in annual installments of \$50,000 to \$100,000 plus interest at 4.75% to 4.80% through December 30, 2024.	Library	\$ 200,000	-	100,000	100,000
General Obligation Library Refunding Bonds of 2013, due in annual installments of \$155,000 to \$730,000 plus interest at 2.00% to 4.00% through December 30, 2024.	Library	1,430,000	-	700,000	730,000
General Obligation Refunding Alternate Revenue Source Bonds of 2014, due in annual installments of \$230,000 to \$270,000 plus interest at 4.00% to 4.30% through December 1, 2029.	Countryside TIF	1,235,000	-	-	1,235,000
General Obligation Alternate Revenue Source Bonds of 2014A, due in annual installments of \$135,000 to \$300,000 plus interest at 3.00% to 4.00% through December 1, 2033.	Citywide Capital	2,790,000	-	210,000	2,580,000
General Obligation Refunding Alternate Revenue Source Bonds of 2014C, due in annual installments of \$120,000 to \$140,000 plus interest at 2.00% to 3.00% through December 30, 2024.	Water	275,000	-	140,000	135,000

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**General Obligation Bonds – Continued**

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Alternate Revenue Source Bonds of 2015A, due in annual installments of \$100,000 to \$475,000 plus interest at 4.00% through December 1, 2034.	Countryside TIF	\$ 924,643	-	121,716	802,927
	Water	2,570,357	-	338,284	2,232,073
General Obligation Alternate Revenue Source Bonds of 2021, due in annual installments of \$320,000 to \$530,000 plus interest at 2.00% to 4.00% through December 30, 2040.	Building and Grounds	7,930,000	-	330,000	7,600,000
General Obligation Refunding Alternate Revenue Source Bonds of 2022, due in annual installments of \$1,270,000 to \$1,320,000 plus interest at 1.142% through December 1, 2025.	Building and Grounds	760,000	-	250,000	510,000
	Sewer	3,140,000	-	1,030,000	2,110,000
General Obligation Alternate Revenue Source Bonds of 2023A, due in annual installments of \$150,000 to \$585,000 plus interest at 4.38% to 5.00% through December 30, 2053.	Water	-	9,985,000	-	9,985,000
		<u>21,255,000</u>	<u>9,985,000</u>	<u>3,220,000</u>	<u>28,020,000</u>
Activity		Beginning Balances	Issuances	Retirements	Ending Balances
Governmental		\$ 15,269,643	-	1,711,716	13,557,927
Business-Type		5,985,357	9,985,000	1,508,284	14,462,073
		<u>21,255,000</u>	<u>9,985,000</u>	<u>3,220,000</u>	<u>28,020,000</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**Asset Retirement Obligation**

The City has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells and for the demolition of the City’s underground storage tanks at the end of their estimated useful lives in accordance with federal, state, and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells and underground storage ranges between 47 and 82 years.

**Non-Commitment Debt**

Special service area bonds outstanding as of the date of this report totaled \$42,239,000, Kendall Marketplace business district bonds totaled \$6,665,000 and Kendall Marketplace sales tax bonds totaled \$4,480,000. These bonds are not an obligation of the government and are secured by the levy of an annual tax on the real property within the special service area, business district taxes, or sales taxes, respectively. The government is in no way liable for repayment but is only acting as agent for the property owners in levying/assessing and collecting the tax and forwarding the collections to bondholders.

**Legal Debt Margin**

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, “...no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality’s 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979.”

Assessed Valuation - 2023	<u>\$ 802,563,340</u>
Legal Debt Limit - 8.625% of Assessed Value	69,221,088
Amount of Debt Applicable to Limit	
General Obligation Bonds	<u>830,000</u>
Legal Debt Margin	<u>68,391,088</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2023**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**Long-Term Liability Activity**

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
<b>Governmental Activities</b>					
Compensated Absences	\$ 749,742	253,706	126,853	876,595	175,319
Net Pension Liability - IMRF	1,222,147	-	441,404	780,743	-
Net Pension Liability - Police Pension	12,864,611	-	370,714	12,493,897	-
Total OPEB Liability - RBP	753,612	13,609	-	767,221	115,083
Notes Payable	360,972	-	59,347	301,625	61,581
General Obligation Bonds	15,269,643	-	1,711,716	13,557,927	1,775,685
Plus: Unamortized Premium	484,243	-	55,567	428,676	-
Leases Payable	93,046	-	21,801	71,245	22,747
	<u>31,798,016</u>	<u>267,315</u>	<u>2,787,402</u>	<u>29,277,929</u>	<u>2,150,415</u>
<b>Business-Type Activities</b>					
Compensated Absences	\$ 123,681	7,519	15,038	116,162	23,232
Net Pension Liability - IMRF	227,723	-	82,303	145,420	-
Total OPEB Liability - RBP	116,692	-	994	115,698	17,355
IEPA Loans Payable	416,520	-	115,334	301,186	118,235
General Obligation Bonds	5,985,357	9,985,000	1,508,284	14,462,073	1,679,315
Plus: Unamortized Premium	63,204	97,744	1,940	159,008	-
Developer Agreements	2,655,402	-	37,500	2,617,902	-
Asset Retirement Obligation	2,783,000	-	-	2,783,000	-
	<u>12,371,579</u>	<u>10,090,263</u>	<u>1,761,393</u>	<u>20,700,449</u>	<u>1,838,137</u>

For the governmental activities, the compensated absences, the net pension liabilities/(asset), and the total OPEB liability are generally liquidated by the General Fund. The Vehicle and Equipment Fund makes payment on the notes payable and leases payable. General obligation bonds are being liquidated by the Library, Countryside TIF, Citywide Capital, Buildings and Grounds, and Debt Service funds. The other obligations are paid by governmental activities.

For the business-type activities, the Sewer and Water Funds liquidate compensated absences, the net pension liability/(asset), and the total OPEB liability. The Sewer and Water Funds are making payments on the IEPA loans payable, general obligation bonds, debt certificates and developer agreements. The Water Fund liquidates the asset retirement obligation.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**Debt Service Requirements to Maturity**

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities			
	Notes Payable		General Obligation Bonds	
	Principal	Interest	Principal	Interest
2025	\$ 61,581	9,989	1,775,685	417,298
2026	63,867	7,703	1,126,889	354,959
2027	66,237	5,333	898,212	319,421
2028	68,691	2,879	940,858	285,506
2029	41,249	501	973,504	247,750
2030	-	-	1,021,150	208,427
2031	-	-	778,796	166,771
2032	-	-	796,442	144,319
2033	-	-	819,088	121,361
2034	-	-	841,734	97,697
2035	-	-	555,569	73,328
2036	-	-	480,000	60,600
2037	-	-	490,000	51,000
2038	-	-	500,000	41,200
2039	-	-	510,000	31,200
2040	-	-	520,000	21,000
2041	-	-	530,000	10,600
Total	301,625	26,405	13,557,927	2,652,437

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**LONG-TERM DEBT – Continued**

**Debt Service Requirements to Maturity – Continued**

Fiscal Year	Business-Type Activities			
	IEPA		General Obligation	
	Loan Payable		Bonds	
	Principal	Interest	Principal	Interest
2025	\$ 118,235	6,795	1,679,315	569,268
2026	121,209	3,821	1,388,111	531,811
2027	61,742	774	331,788	505,075
2028	-	-	349,142	490,103
2029	-	-	366,496	474,277
2030	-	-	383,850	457,817
2031	-	-	401,204	440,423
2032	-	-	418,558	422,275
2033	-	-	435,912	403,333
2034	-	-	453,266	383,597
2035	-	-	484,431	363,066
2036	-	-	270,000	341,094
2037	-	-	280,000	327,594
2038	-	-	295,000	313,594
2039	-	-	305,000	298,844
2040	-	-	325,000	283,594
2041	-	-	340,000	270,594
2042	-	-	350,000	256,994
2043	-	-	365,000	241,944
2044	-	-	385,000	226,248
2045	-	-	400,000	209,694
2046	-	-	415,000	192,694
2047	-	-	435,000	175,056
2048	-	-	450,000	156,568
2049	-	-	470,000	137,444
2050	-	-	490,000	117,468
2051	-	-	515,000	96,032
2052	-	-	535,000	73,500
2053	-	-	560,000	50,094
2054	-	-	585,000	25,594
Total	301,186	11,390	14,462,073	8,835,689

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### NET POSITION CLASSIFICATIONS

Net investment in capital assets was comprised of the following as of year-end:

##### Governmental Activities

Capital Assets - Net of Accumulated Depreciation	\$ 117,378,414
Less Capital Related Debt:	
Notes Payable of 2019	(301,625)
General Obligation Library Bonds of 2006	(100,000)
General Obligation Library Refunding Bonds of 2013	(730,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2014	(1,235,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2014A	(2,580,000)
General Obligation Alternate Revenue Source Bonds of 2015A	(802,927)
General Obligation Alternate Revenue Source Bonds of 2021	(7,600,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2022	(510,000)
Leases	(71,245)
Loss on Refunding	18,081
Premium on Debt Issuance	(428,676)
	<hr/>
Net Investment in Capital Assets	<u>103,037,022</u>

##### Business-Type Activities

Capital Assets - Net of Accumulated Depreciation	\$ 82,408,768
Unspent Bond Proceeds	6,352,814
Less Capital Related Debt:	
IEPA (L17-1156300) Loan Payable of 2007	(301,186)
General Obligation Refunding Alternate Revenue Source Bonds of 2014C	(135,000)
General Obligation Alternate Revenue Source Bonds of 2015A	(2,232,073)
General Obligation Refunding Alternate Revenue Source Bonds of 2022	(2,110,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2023A	(9,985,000)
Loss on Refunding	596
Unamortized Premium	(159,008)
	<hr/>
Net Investment in Capital Assets	<u>73,839,911</u>

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### FUND BALANCE CLASSIFICATIONS

In the governmental funds' financial statements, the City considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The City first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

*Nonspendable Fund Balance.* Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

*Restricted Fund Balance.* Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

*Committed Fund Balance.* Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, Members of the City Council; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

*Assigned Fund Balance.* Consists of amounts that are constrained by Members of the City Council's intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by a) Members of the City Council itself or b) a body or official to which Members of the City Council has delegated the authority to assign amounts to be used for specific purposes. The City's highest level of decision-making authority is Members of the City Council, who is authorized to assign amounts to a specific purpose.

*Unassigned Fund Balance.* Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

*Minimum Fund Balance Policy.* The City's policy states that the General fund should maintain a minimum unrestricted fund balance of no less than 30% of the annual appropriations budget.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued**

**FUND BALANCE CLASSIFICATIONS – Continued**

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	Special Revenue			Capital Projects			Totals
	General	Library	Parks and Recreation	Citywide Capital	Buildings and Grounds	Nonmajor	
Fund Balances							
Nonspendable							
Prepays	\$ 214,778	12,133	39,128	-	2,432	-	268,471
Restricted							
Library Operations	-	1,204,600	-	-	-	-	1,204,600
Motor Fuel Tax	-	-	-	-	-	350,976	350,976
Special Service Areas	-	-	-	-	-	63,908	63,908
Tax Increment Financing	-	-	-	-	-	216,129	216,129
	-	1,204,600	-	-	-	631,013	1,835,613
Assigned							
Capital Projects	-	-	-	5,788,454	2,403,198	1,581,655	9,773,307
Parks and Recreation	-	-	488,293	-	-	-	488,293
	-	-	488,293	5,788,454	2,403,198	1,581,655	10,261,600
Unassigned	11,102,733	-	-	-	-	(2,746,239)	8,356,494
Total Fund Balances	11,317,511	1,216,733	527,421	5,788,454	2,405,630	(533,571)	20,722,178

**NOTE 4 – OTHER INFORMATION**

**RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the City’s employees. The City has purchased insurance from private insurance companies. Risks covered included certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements

April 30, 2024

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### NOTE 4 – OTHER INFORMATION – Continued

#### CONTINGENT LIABILITIES

##### Litigation

From time to time, the City is party to various pending claims and legal proceedings with respect to employment, civil rights, property taxes and other matters. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the City attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

##### Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

#### COMMITMENTS

##### Agreements with Developers – Governmental Activities

Under a Development and Annexation Agreement entered into in July of 2000, amended in October of 2001, the City agreed to reimburse eligible costs associated with a development located at Route 47 and Kennedy Road. Eligible costs of \$5,977,027 are to be reimbursed from 65% of the sales tax generated in the development. Through April 30, 2024, the City has reimbursed \$4,629,449, including \$470,873 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under an Annexation Agreement entered into in April of 2006, the City agreed to reimburse eligible costs associated with a development located at Route 47 between Base Line Road and Corneils Road. Eligible costs are to be reimbursed from 55% of City Admissions Taxes collected, limited to a period of ten years. Through April 30, 2024, the City has reimbursed \$1,962,283, including \$223,356 in the current year. All payments have been recorded as an expenditure of the General Fund. The agreement was amended in April of 2019 to rebate 100% of admissions tax received by the City from the developer for a period of twenty years, until September 2026, and the admissions tax rate was decreased from 5% to 2.75%. The 100% rebate went into effect beginning with the 2013 fiscal year.

# UNITED CITY OF YORKVILLE, ILLINOIS

## Notes to the Financial Statements April 30, 2024

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### NOTE 4 – OTHER INFORMATION – Continued

#### COMMITMENTS – Continued

##### Agreements with Developers – Governmental Activities – Continued

Under a Development/Economic Initiative Agreement entered into in January of 2007, the City agreed to reimburse eligible costs associated with a development located at Route 47 and Corneils Road. Eligible costs of \$287,392 are to be reimbursed from 50% of the sales tax generated in the development, limited to a period of twenty years. Through April 30, 2024, the City has reimbursed \$23,404, including \$0 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under a Development Agreement entered into in June of 2007, the City agreed to create a business district in the area around Route 34 and Cannonball Trail. Under the agreement, 50% of sales tax and 100% of the business district tax generated in the district are remitted by the City to an escrow agent to pay the debt service on the Special Service Area Revenue Bonds of 2007. The bonds are secured solely by the pledged revenues and are not obligations of the City and are therefore not recorded on the City's books. All payments have been recorded as an expenditure of the General Fund. Expenditures in the current year were \$610,884 for sales taxes and \$479,215 in business district taxes.

In February of 2011, the City amended a Development/Economic Initiative Agreement dated April 2007. Under the original agreement, the City agreed to reimburse 20% of eligible costs associated with a development located at Route 47 and Fountainview Drive from 50% of the sales tax generated in the development, limited to a period of twenty years. Under the amended agreement, the City will hold the sales tax rebates in an escrow account until certain land improvements has been completed. Through April 30, 2024, the City is holding \$36,666 in escrow, including \$6,758 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under development agreements entered into in April 2012, the City agreed to reimburse eligible costs associated with a development located at within the Downtown TIF district. Eligible costs are to be reimbursed from 85% of the incremental property tax and 100% of the business district tax generated in the development, through December 31, 2029. Through April 30, 2024, the City has reimbursed \$272,839 in incremental property taxes and \$281,495 in business district taxes. Incremental property tax payments have been recorded as an expenditure of the Downtown TIF Fund and the Business District Tax Rebates have been recorded as an expenditure of the General Fund.

Under a development agreement entered into in May 2013, the City agreed to reimburse eligible costs associated with a development located at Route 34 and Route 47 in the Countryside TIF district. Eligible costs are to be reimbursed from 50% of the amusement tax and 100% of the business district tax generated in the development, limited to a period of 10 years. Through April 30, 2024, the City has reimbursed \$401,325 in amusement taxes and \$283,589 in business district taxes. For the current year, amusement tax rebate expenditures of \$15,751 and business district rebate expenditures of \$63,799 were recorded in the General Fund.

## UNITED CITY OF YORKVILLE, ILLINOIS

### Notes to the Financial Statements April 30, 2024

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#### NOTE 4 – OTHER INFORMATION – Continued

##### COMMITMENTS – Continued

##### Agreements with Developers – Governmental Activities – Continued

Under a Development/Economic Initiative Agreement entered into in March of 2016, the City agreed to reimburse eligible costs associated with a development located within the Fountainview Subdivision. Eligible costs of \$63,350 are to be reimbursed from 50% of the sales tax generated in the development, limited to a period of ten years. Through April 30, 2024, the City has reimbursed \$32,395, including \$4,673 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under a Development/Economic Initiative Agreement entered into in April of 2019, the City agreed to accept all previously constructed public improvements and complete all remaining infrastructure improvements in the Raintree Subdivision Special Service Area, as stipulated in the agreement. The Developer has acquired certain vacant lots within the Raintree Subdivision, and has further agreed to pay certain impact fees and other contributions towards the City at agreed upon timeframes and complete construction on certain dwelling units. As of April 30, 2024, the City has incurred \$97,391 in expenditures, including \$0 in the current year, which have been fully reimbursed by the developer.

Under a development agreement entered into in August 2019, the City agreed to reimburse eligible costs associated with the renovation of the historic Kendall County jail. Eligible costs are to be reimbursed from incremental property taxes through 2034. Through April 30, 2024, the City has reimbursed \$155,764 in renovation costs and incremental property tax rebates, including \$16,172 in the current year, which are recorded as an expenditure of the Downtown TIF II Fund.

##### Agreements with Developers – Business-Type Activities

Under a reimbursement agreement entered into in August of 2003, the City and the developer of the Fox Hill subdivision agreed to reimburse eligible costs associated with the construction and over-sizing of water and sewer infrastructure lines within the area. Eligible costs are to be paid to the developer within twenty years of the agreement. This agreement was amended in April 2006 to include additional costs. Total eligible costs were \$807,847, which accrues compounded interest of 5% annually. Interest for a portion of eligible costs was computed back to January 1, 1995. Total interest to date is \$1,458,945. The amount recorded as a liability, including interest, as of April 30, 2024 is \$2,505,402. Of this amount, 52% is recorded in the Water Fund. The remaining 48% of this amount is recorded in the Sewer Fund.

##### Hotel/Motel Tax Rebates

All hotels and motels located within the City limits are required to pay a tax of 3% based on the gross rental receipts from the renting, leasing or letting of a hotel or motel room. Proceeds from the hotel/motel tax are remitted to the Aurora Area Convention & Visitors Bureau (AACVB) for the purposes of promoting tourism and conventions within Yorkville, pursuant to State Statute. The City has recorded \$140,287 in rebates in the General Fund for the fiscal year ended April 30, 2024.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS**

The City contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund, a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and may be obtained by writing to the City at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at [www.imrf.org](http://www.imrf.org). The benefit, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amounts recognized for the two pension plans are:

	Net Pension Liability	Deferred Outflows	Deferred Inflows	Pension Expense
IMRF	\$ 926,163	1,482,666	21,775	(34,841)
Police Pension	12,493,897	1,514,635	912,385	1,351,785
	<u>13,420,060</u>	<u>2,997,301</u>	<u>934,160</u>	<u>1,316,944</u>

**Illinois Municipal Retirement (IMRF)**

**Plan Descriptions**

*Plan Administration.* All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources’ measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

*Benefits Provided.* IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff’s Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Illinois Municipal Retirement (IMRF) – Continued**

**Plan Descriptions – Continued**

*Benefits Provided – Continued.* IMRF provides two tiers of pension benefits. Employees hired *before* January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired *on or after* January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount
- or 1/2 of the increase in the Consumer Price Index of the original pension amount.

*Plan Membership.* As of December 31, 2023, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	50
Inactive Plan Members Entitled to but not yet Receiving Benefits	60
Active Plan Members	<u>61</u>
Total	<u><u>63</u></u>

*Contributions.* As set by statute, the City’s Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended April 30, 2024, the City’s contribution was 6.30% of covered payroll.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Illinois Municipal Retirement (IMRF) – Continued**

**Plan Descriptions – Continued**

*Net Pension Liability.* The City’s net pension liability was measured as of December 31, 2023. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

*Actuarial Assumptions.* The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.75% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Illinois Municipal Retirement (IMRF) – Continued**

**Plan Descriptions – Continued**

*Actuarial Assumptions – Continued.*

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	25.50%	4.90%
Domestic Equities	35.50%	6.50%
International Equities	18.00%	7.60%
Real Estate	10.50%	6.20%
Blended	9.50%	6.25% - 9.90%
Cash and Cash Equivalents	1.00%	4.00%

**Discount Rate**

The discount rate used to measure the total pension liability was 7.25%, same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund’s fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

**Discount Rate Sensitivity**

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the City calculated using the discount rate as well as what the City’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability/(Asset)	\$ 3,920,981	926,163	(1,375,357)

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements**

**April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Illinois Municipal Retirement (IMRF) – Continued**

**Changes in the Net Pension Liability**

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability/ Asset (A) - (B)
Balances at December 31, 2022	\$ 18,251,395	16,801,525	1,449,870
Changes for the Year:			
Service Cost	429,538	-	429,538
Interest on the Total Pension Liability	1,317,571	-	1,317,571
Difference Between Expected and Actual			
Experience of the Total Pension Liability	358,949	-	358,949
Changes of Assumptions	7,768	-	7,768
Contributions - Employer	-	318,580	(318,580)
Contributions - Employees	-	218,538	(218,538)
Net Investment Income	-	1,801,266	(1,801,266)
Benefit Payments, including Refunds			
of Employee Contributions	(585,550)	(585,550)	-
Other (Net Transfer)	-	299,149	(299,149)
Net Changes	1,528,276	2,051,983	(523,707)
Balances at December 31, 2023	19,779,671	18,853,508	926,163

**Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions**

For the year ended April 30, 2024, the City recognized pension revenue of \$34,841. At April 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Illinois Municipal Retirement (IMRF) – Continued**

**Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions – Continued**

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 529,309	(3,697)	525,612
Change in Assumptions	5,873	(18,078)	(12,205)
Net Difference Between Projected and Actual			
Earnings on Pension Plan Investments	845,349	-	845,349
Total Expenses to be Recognized			
in Future Periods	1,380,531	(21,775)	1,358,756
Pension Contributions Made Subsequent			
to the Measurement Date	102,135	-	102,135
Total Deferred Amounts Related to IMRF	<u>1,482,666</u>	<u>(21,775)</u>	<u>1,460,891</u>

The \$102,135 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended April 30, 2024. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2025	\$ 298,172
2026	478,737
2027	687,767
2028	(105,920)
2029	-
Thereafter	-
Total	<u>1,358,756</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Police Pension Plan**

**Plan Descriptions**

*Plan Administration.* The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The City accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the City Mayor, one member is elected by pension beneficiaries and two members are elected by active police employees.

*Plan Membership.* At April 30, 2024, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	14
Inactive Plan Members Entitled to but not yet Receiving Benefits	6
Active Plan Members	<u>33</u>
Total	<u>53</u>

*Benefits Provided.* The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55).

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Police Pension Plan – Continued**

**Plan Descriptions – Continued**

*Benefits Provided – Continued.* The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1<sup>st</sup> after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

*Contributions.* Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the City to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2024, the City’s contribution was 43.92% of covered payroll.

**Actuarial Assumptions**

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2024, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Graded by Years of Service
Cost of Living Adjustments	2.50%
Inflation	2.50%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Police Pension Plan – Continued**

**Actuarial Assumptions – Continued**

Mortality rates were based on the PubS-2010 base rates projected generationally using Scale MP2021.

**Discount Rate**

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund’s fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

**Discount Rate Sensitivity**

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the City calculated using the discount rate as well as what the City’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 17,246,263	12,493,897	8,670,735

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Police Pension Plan – Continued**

**Changes in the Net Pension Liability**

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2023	\$ 27,875,658	15,011,047	12,864,611
Changes for the Year:			
Service Cost	747,049	-	747,049
Interest on the Total Pension Liability	1,901,622	-	1,901,622
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual			
Experience of the Total Pension Liability	196,027	-	196,027
Changes of Assumptions	-	-	-
Contributions - Employer	-	1,378,837	(1,378,837)
Contributions - Employees	-	362,223	(362,223)
Net Investment Income	-	1,474,352	(1,474,352)
Benefit Payments, including Refunds			
of Employee Contributions	(1,310,135)	(1,310,135)	-
Administrative Expense	(18,753)	(18,753)	-
Net Changes	1,515,810	1,886,524	(370,714)
Balances at April 30, 2024	29,391,468	16,897,571	12,493,897

**Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions**

For the year ended April 30, 2024, the City recognized pension expense of \$1,351,785. At April 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued**

**Police Pension Plan – Continued**

**Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions – Continued**

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 589,088	(332,000)	257,088
Change in Assumptions	444,375	(580,385)	(136,010)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	481,172	-	481,172
Total Deferred Amounts Related to Police Pension	<u>1,514,635</u>	<u>(912,385)</u>	<u>602,250</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2025	\$ (22,885)
2026	483,434
2027	176,984
2028	(38,345)
2029	26,032
Thereafter	<u>(22,970)</u>
Total	<u>602,250</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**OTHER POST-EMPLOYMENT BENEFITS**

**General Information about the OPEB Plan**

*Plan Description.* The City’s defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the City. RBP is a single-employer defined benefit OPEB plan administered by the City. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the City Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

*Benefits Provided.* RBP provides coverage under the City of Yorkville group health program by contributing the monthly premium to retirees and their dependents.

*Plan Membership.* As of April 30, 2024, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	8
Inactive Plan Members Entitled to but not yet Receiving Benefits	-
Active Plan Members	<u>93</u>
Total	<u><u>101</u></u>

**Total OPEB Liability**

The City’s total OPEB liability was measured as of April 30, 2024 and was determined by an actuarial valuation as of that date.

*Actuarial Assumptions and Other Inputs.* The total OPEB liability in the April 30, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.50%
Salary Increases	3.50%
Discount Rate	4.12%
Healthcare Cost Trend Rates	6.75% for 2023, decreasing 0.25% per year to an ultimate rate of 4.5% for 2031 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**OTHER POST-EMPLOYMENT BENEFITS – Continued**

**Total OPEB Liability – Continued**

*Actuarial Assumptions and Other Inputs – Continued.* The discount rate was based upon the expected rate of return associated with funded benefits, and unfunded benefits, the 20-year municipal bond rate.

Mortality rates were based on the PubS-2010 table rates projected generationally using Scale MP2021 for Police Officers. For all others, the PubG-2010 table base rates projected generationally using Scale MP2021 was used.

**Change in the Total OPEB Liability**

	Total Total OPEB Liability
Balance at April 30, 2023	<u>\$ 870,304</u>
Changes for the Year:	
Service Cost	52,814
Interest on the Total Pension Liability	31,916
Changes of Benefit Terms	-
Difference Between Expected and Actual Experience	-
Changes of Assumptions or Other Inputs	(24,650)
Benefit Payments	<u>(47,465)</u>
Net Changes	<u>12,615</u>
Balance at April 30, 2024	<u><u>882,919</u></u>

**Sensitivity of the Total OPEB Liability to Changes in the Discount Rate**

The discount rate used to measure the total pension liability was 4.12%, while the prior valuation used 3.77%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (3.12%)	Current Discount Rate (4.12%)	1% Increase (5.12%)
Total OPEB Liability	\$ 954,103	882,919	815,966

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements**

**April 30, 2024**

**NOTE 4 – OTHER INFORMATION – Continued**

**OTHER POST-EMPLOYMENT BENEFITS – Continued**

**Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates**

The following presents the total OPEB liability, calculated using varied Healthcare Trend Rates, as well as what the total OPEB liability would be if it were calculated using a Healthcare Trend Rate that is one percentage point lower or one percentage point higher:

	(Varies)	Healthcare Cost Trend Rates (Varies)	(Varies)
Total OPEB Liability	\$ 787,088	882,919	995,966

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the year ended April 30, 2024, the City recognized OPEB expense of \$76,527. At April 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 247,277	(246,876)	401
Change in Assumptions	74,525	(217,612)	(143,087)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	-	-
Total Deferred Amounts Related to OPEB	<u>321,802</u>	<u>(464,488)</u>	<u>(142,686)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements**

**April 30, 2024**

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**NOTE 4 – OTHER INFORMATION – Continued**

**OTHER POST-EMPLOYMENT BENEFITS – Continued**

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – Continued**

Fiscal Year	Net Deferred (Inflows) of Resources
2025	\$ (8,203)
2026	(8,203)
2027	(8,203)
2028	(8,203)
2029	(8,203)
Thereafter	<u>(101,671)</u>
Total	<u><u>(142,686)</u></u>

## **REQUIRED SUPPLEMENTARY INFORMATION**

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  
- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  
- Schedule of Investment Returns
  - Police Pension Fund
  
- Schedule of Changes in the Employer's Total OPEB Liability
  - Retiree Benefit Plan
  
- Budgetary Comparison Schedule
  - General Fund
  - Library – Special Revenue Fund
  - Parks and Recreation – Special Revenue Fund

### Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Illinois Municipal Retirement Fund**

**Required Supplementary Information  
Schedule of Employer Contributions  
April 30, 2024**

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	\$ 311,346	\$ 311,346	\$ -	\$ 2,853,781	10.91%
2017	308,134	308,134	-	2,898,722	10.63%
2018	344,487	344,487	-	3,217,682	10.71%
2019	350,666	350,666	-	3,506,685	10.00%
2020	365,540	365,540	-	3,665,848	9.97%
2021	440,315	440,315	-	4,060,573	10.84%
2022	428,230	428,230	-	4,128,183	10.37%
2023	371,172	371,172	-	4,659,881	7.97%
2024	313,850	313,850	-	4,979,247	6.30%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	20 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.75% - 13.75%, Including Interest
Investment Rate of Return	7.25%
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2020 valuation pursuant to an experience study of the period 2017-2019.
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Note:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Police Pension Fund**

**Required Supplementary Information**

**Schedule of Employer Contributions**

**April 30, 2024**

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 571,437	\$ 624,168	\$ 52,731	\$ 2,220,146	28.11%
2016	722,940	722,940	-	2,294,948	31.50%
2017	825,413	825,413	-	2,320,642	35.57%
2018	966,211	966,211	-	2,543,266	37.99%
2019	963,361	963,361	-	2,449,210	39.33%
2020	1,111,484	1,111,484	-	2,631,165	42.24%
2021	1,226,371	1,230,604	4,233	2,744,017	44.85%
2022	1,334,771	1,334,771	-	2,694,486	49.54%
2023	1,320,595	1,334,771	14,176	3,016,544	44.25%
2024	1,378,837	1,378,837	-	3,139,472	43.92%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	16 Years
Asset Valuation Method	Fair Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	Tier 1 - 20% at 50 to 100% at age 65 Tier 2 - 5% at 50 to 100% at age 65
Mortality	PubS-2010 base rates projected generationally using Scale MP2021

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Illinois Municipal Retirement Fund**

**Required Supplementary Information**

**Schedule of Changes in the Employer's Net Pension Liability/(Asset)**

**April 30, 2024**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Illinois Municipal Retirement Fund**

**Required Supplementary Information**

**Schedule of Changes in the Employer's Net Pension Liability/(Asset)**

**April 30, 2024**

	12/31/2015	12/31/2016	12/31/2017
Total Pension Liability			
Service Cost	\$ 303,003	317,347	330,734
Interest	764,628	825,222	887,780
Differences Between Expected and Actual Experience	40,167	27,153	132,182
Change of Assumptions	-	-	(449,845)
Benefit Payments, Including Refunds of Member Contributions	(295,309)	(318,792)	(365,819)
Net Change in Total Pension Liability	812,489	850,930	535,032
Total Pension Liability - Beginning	10,191,193	11,003,682	11,854,612
Total Pension Liability - Ending	11,003,682	11,854,612	12,389,644
Plan Fiduciary Net Position			
Contributions - Employer	\$ 311,346	308,134	335,204
Contributions - Members	129,289	132,252	139,927
Net Investment Income	49,844	684,949	1,792,699
Benefit Payments, Including Refunds of Member Contributions	(295,309)	(318,792)	(365,819)
Other (Net Transfer)	(289,688)	39,225	(226,729)
Net Change in Plan Fiduciary Net Position	(94,518)	845,768	1,675,282
Plan Net Position - Beginning	9,896,191	9,801,673	10,647,441
Plan Net Position - Ending	9,801,673	10,647,441	12,322,723
Employer's Net Pension Liability/(Asset)	\$ 1,202,009	1,207,171	66,921
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	89.08%	89.82%	99.46%
Covered Payroll	\$ 2,853,781	2,898,722	3,109,498
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	42.12%	41.64%	2.15%

*Changes of Assumptions.* Changes in assumptions related to the discount rate were made in 2015 through 2018 and 2020. Changes in assumptions related to the demographics were made in 2017.

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023
316,829	356,154	384,165	376,700	392,560	429,538
924,525	1,024,674	1,104,694	1,136,979	1,213,553	1,317,571
507,597	213,134	(69,685)	189,246	382,869	358,949
508,408	-	(340,717)	-	-	7,768
(442,124)	(499,031)	(509,477)	(749,354)	(559,948)	(585,550)
1,815,235	1,094,931	568,980	953,571	1,429,034	1,528,276
12,389,644	14,204,879	15,299,810	15,868,790	16,822,361	18,251,395
14,204,879	15,299,810	15,868,790	16,822,361	18,251,395	19,779,671
365,769	324,580	429,468	443,761	404,024	318,580
167,364	172,689	173,017	188,122	227,639	218,538
(594,987)	2,196,500	1,983,375	2,628,659	(2,103,296)	1,801,266
(442,124)	(499,031)	(509,477)	(749,354)	(559,948)	(585,550)
196,498	(8,647)	(97,125)	(10,755)	152,081	299,149
(307,480)	2,186,091	1,979,258	2,500,433	(1,879,500)	2,051,983
12,322,723	12,015,243	14,201,334	16,180,592	18,681,025	16,801,525
12,015,243	14,201,334	16,180,592	18,681,025	16,801,525	18,853,508
2,189,636	1,098,476	(311,802)	(1,858,664)	1,449,870	926,163
84.59%	92.82%	101.96%	111.05%	92.06%	95.32%
3,467,005	3,582,558	3,844,833	3,994,256	4,539,593	4,856,396
63.16%	30.66%	(8.11%)	(46.53%)	31.94%	19.07%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Police Pension Fund**

**Required Supplementary Information**

**Schedule of Changes in the Employer's Net Pension Liability**

**April 30, 2024**

	4/30/2015	4/30/2016	4/30/2017
Total Pension Liability			
Service Cost	\$ 522,029	576,907	611,857
Interest	986,212	1,097,143	1,283,144
Changes of Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	(483,445)	322,766	123,907
Change of Assumptions	999,313	1,116,723	(565,454)
Benefit Payments, Including			
Refunds of Member Contributions	(435,435)	(443,314)	(469,494)
Administrative Expenses	-	-	-
Net Change in Total Pension Liability	1,588,674	2,670,225	983,960
Total Pension Liability - Beginning	14,306,459	15,895,133	18,565,358
Total Pension Liability - Ending	15,895,133	18,565,358	19,549,318
Plan Fiduciary Net Position			
Contributions - Employer	\$ 624,168	722,940	825,413
Contributions - Members	214,237	222,736	234,058
Contributions - Others	-	-	32,388
Net Investment Income	343,590	(30,493)	473,420
Benefit Payments, Including			
Refunds of Member Contributions	(435,435)	(443,314)	(469,494)
Administrative Expense	(14,285)	(13,448)	(11,774)
Net Change in Plan Fiduciary Net Position	732,275	458,421	1,084,011
Plan Net Position - Beginning	5,690,471	6,422,746	6,881,167
Plan Net Position - Ending	6,422,746	6,881,167	7,965,178
Employer's Net Pension Liability	\$ 9,472,387	11,684,191	11,584,140
Plan Fiduciary Net Position as a			
Percentage of the Total Pension Liability	40.41%	37.06%	40.74%
Covered Payroll	\$ 2,220,146	2,294,948	2,320,642
Employer's Net Pension Liability as a			
Percentage of Covered Payroll	426.66%	509.13%	499.18%

4/30/2018	4/30/2019	4/30/2020	4/30/2021	4/30/2022	4/30/2023	4/30/2024
589,463	650,245	672,849	745,174	726,664	723,495	747,049
1,349,196	1,374,562	1,517,322	1,613,488	1,715,607	1,845,726	1,901,622
-	-	43,601	-	-	-	-
(1,529,007)	105,712	51,301	137,349	278,036	148,948	196,027
498,740	612,775	(54,912)	(97,277)	270,434	(612,496)	-
(501,417)	(597,064)	(798,961)	(906,100)	(975,134)	(1,245,047)	(1,310,135)
-	-	-	-	-	(26,932)	(18,753)
406,975	2,146,230	1,431,200	1,492,634	2,015,607	833,694	1,515,810
19,549,318	19,956,293	22,102,523	23,533,723	25,026,357	27,041,964	27,875,658
19,956,293	22,102,523	23,533,723	25,026,357	27,041,964	27,875,658	29,391,468
966,211	963,361	1,111,484	1,230,604	1,334,771	1,334,771	1,378,837
249,421	243,941	269,903	261,904	278,502	381,767	362,223
-	-	-	-	-	-	-
421,975	717,071	(121,161)	3,124,939	(731,141)	83,160	1,474,352
(501,417)	(597,064)	(787,372)	(893,334)	(955,800)	(1,245,047)	(1,310,135)
(12,266)	(12,693)	(11,589)	(12,766)	(19,334)	(26,932)	(18,753)
1,123,924	1,314,616	461,265	3,711,347	(93,002)	527,719	1,886,524
7,965,178	9,089,102	10,403,718	10,864,983	14,576,330	14,483,328	15,011,047
9,089,102	10,403,718	10,864,983	14,576,330	14,483,328	15,011,047	16,897,571
10,867,191	11,698,805	12,668,740	10,450,027	12,558,636	12,864,611	12,493,897
45.55%	47.07%	46.17%	58.24%	53.56%	53.85%	57.49%
2,543,266	2,449,210	2,631,165	2,744,017	2,694,486	3,016,544	3,139,472
427.29%	477.66%	481.49%	380.83%	466.09%	426.47%	397.96%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Police Pension Fund**

**Required Supplementary Information**

**Schedule of Investment Returns**

**April 30, 2024**

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Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2015	5.89%
2016	(0.43%)
2017	6.54%
2018	5.09%
2019	7.56%
2020	(1.08%)
2021	26.92%
2022	(4.76%)
2023	(0.91%)
2024	9.54%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Retiree Benefit Plan**

**Required Supplementary Information  
Schedule of Changes in the Employer's Total OPEB Liability  
April 30, 2024**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Retiree Benefit Plan**

**Required Supplementary Information  
Schedule of Changes in the Employer's Total OPEB Liability  
April 30, 2024**

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	<u>4/30/2019</u>
Total OPEB Liability	
Service Cost	\$ 43,414
Interest	40,335
Changes in Benefit Terms	-
Differences Between Expected and Actual Experience	-
Change of Assumptions or Other Inputs	12,225
Benefit Payments	<u>(122,570)</u>
Net Change in Total OPEB Liability	(26,596)
Total OPEB Liability - Beginning	<u>1,077,271</u>
Total OPEB Liability - Ending	<u><u>1,050,675</u></u>
Covered-Employee Payroll	\$ 5,675,523
Total OPEB Liability as a Percentage of Covered-Employee Payroll	18.51%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

*Changes of Assumptions.* Changes of assumptions related to the discount rate were made in 2019 through 2024.

4/30/2020	4/30/2021	4/30/2022	4/30/2023	4/30/2024
46,531	62,448	63,305	52,680	52,814
37,312	29,424	24,995	36,695	31,916
-	-	-	-	-
-	328,449	-	(283,584)	(24,650)
72,122	(136,858)	(112,346)	21,122	(47,465)
(132,377)	(126,246)	(104,947)	(59,096)	-
23,588	157,217	(128,993)	(232,183)	12,615
1,050,675	1,074,263	1,231,480	1,102,487	870,304
1,074,263	1,231,480	1,102,487	870,304	882,919
5,874,167	6,432,473	6,657,610	7,482,410	7,744,294
18.29%	19.14%	16.56%	11.63%	11.40%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**General Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Revenues</b>			
Taxes	\$ 15,483,617	15,483,617	15,541,954
Intergovernmental	4,486,700	4,486,700	4,679,896
Licenses, Permits and Fees	589,000	589,000	914,890
Charges for Services	2,155,298	2,155,298	2,213,396
Fines and Forfeitures	95,350	95,350	104,162
Investment Income	150,000	150,000	713,606
Miscellaneous	58,000	58,000	81,663
Total Revenues	23,017,965	23,017,965	24,249,567
<b>Expenditures</b>			
General Government	6,382,063	6,382,063	5,761,285
Public Safety	6,834,912	6,834,912	6,641,465
Community Development	1,331,371	1,331,371	1,266,989
Public Works	4,228,535	4,228,535	4,079,836
Total Expenditures	18,776,881	18,776,881	17,749,575
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>			
	4,241,084	4,241,084	6,499,992
<b>Other Financing (Uses)</b>			
Transfers Out	(4,241,084)	(4,241,084)	(6,179,088)
<b>Net Change in Fund Balance</b>			
	-	-	320,904
<b>Fund Balance - Beginning</b>			
			10,996,607
<b>Fund Balance - Ending</b>			
			11,317,511

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Library - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Revenues			
Taxes	\$ 1,763,193	1,763,193	1,760,942
Intergovernmental	47,000	47,000	43,822
Licenses, Permits and Fees	50,000	50,000	169,000
Charges for Services	6,000	6,000	16,549
Fines and Forfeitures	1,000	1,000	1,684
Investment Income	15,150	15,150	37,823
Miscellaneous	3,250	3,250	4,155
Total Revenues	<u>1,885,593</u>	<u>1,885,593</u>	<u>2,033,975</u>
Expenditures			
Library	1,156,750	1,156,750	1,025,240
Debt Service			
Principal Retirement	800,000	800,000	800,000
Interest and Fiscal Charges	66,750	66,750	66,750
Total Expenditures	<u>2,023,500</u>	<u>2,023,500</u>	<u>1,891,990</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(137,907)	(137,907)	141,985
Other Financing Sources			
Transfers In	31,335	31,335	29,230
Net Change in Fund Balance	<u>(106,572)</u>	<u>(106,572)</u>	171,215
Fund Balance - Beginning			<u>1,045,518</u>
Fund Balance - Ending			<u><u>1,216,733</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Parks and Recreation - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Revenues</b>			
Charges for Services	\$ 670,000	670,000	781,652
Grants and Donations	15,000	15,000	18,877
Investment Income	1,250	1,250	11,507
Miscellaneous	242,936	242,936	305,227
Total Revenues	929,186	929,186	1,117,263
<b>Expenditures</b>			
Parks and Recreation			
Park Operations	1,778,332	1,778,332	1,695,542
Recreation Operations	1,630,961	1,688,461	1,596,262
Total Expenditures	3,409,293	3,466,793	3,291,804
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>			
	(2,480,107)	(2,537,607)	(2,174,541)
<b>Other Financing Sources</b>			
Transfers In	2,440,844	2,440,844	2,440,844
<b>Net Change in Fund Balance</b>			
	(39,263)	(96,763)	266,303
<b>Fund Balance - Beginning</b>			
			261,118
<b>Fund Balance - Ending</b>			
			527,421

## **OTHER SUPPLEMENTARY INFORMATION**

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Enterprise Funds

## **MAJOR GOVERNMENTAL FUNDS**

### **GENERAL FUND**

The General Fund accounts for all financial resources except those required to be accounted for in another fund.

### **SPECIAL REVENUE FUNDS**

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

#### **Library Fund**

The Library Fund is used to account for the activity relating to the Yorkville Public Library.

#### **Parks and Recreation Fund**

The Parks and Recreation Fund is used to account for the revenues and expenditures associated with the Yorkville Parks and Recreation departments.

### **CAPITAL PROJECTS FUND**

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

#### **Citywide Capital Fund**

The Citywide Capital Fund is used to account for financial resources accumulated for maintenance of public infrastructure and to fund new capital improvements that benefit the public.

#### **Buildings and Grounds Fund**

The Buildings and Grounds Fund is used to account for maintenance of existing and construction of new municipal owned buildings.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**General Fund**

**Schedule of Revenues - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Taxes</b>			
Property Tax	\$ 3,721,677	3,721,677	3,708,527
Sales Tax	4,671,600	4,671,600	4,873,592
Non-Home Rule Sales Tax	3,774,000	3,774,000	3,803,807
Municipal Utility Tax	1,315,000	1,315,000	1,139,841
Excise Tax	202,340	202,340	191,800
Cable TV Franchise Tax	296,000	296,000	248,858
Hotel Tax	140,000	140,000	155,875
Video Gaming Tax	300,000	300,000	308,184
Admissions and Amusement Tax	425,000	425,000	498,168
Business District Tax	620,000	620,000	586,808
Auto Rental Tax	18,000	18,000	26,494
	<u>15,483,617</u>	<u>15,483,617</u>	<u>15,541,954</u>
<b>Intergovernmental</b>			
State Income Taxes	3,346,228	3,346,228	3,587,615
State Use Tax	882,853	882,853	813,159
Cannabis Excise Tax	38,544	38,544	33,913
Township Road and Bridge Tax	120,000	120,000	120,588
Personal Property Replacement Tax	50,000	50,000	36,397
Federal Grants	18,225	18,225	19,388
State Grants	30,000	30,000	67,829
Miscellaneous	850	850	1,007
	<u>4,486,700</u>	<u>4,486,700</u>	<u>4,679,896</u>
<b>Licenses, Permits and Fees</b>			
Liquor Licenses	80,000	80,000	91,632
Other Licenses	9,000	9,000	12,804
Building Permits	500,000	500,000	810,454
	<u>589,000</u>	<u>589,000</u>	<u>914,890</u>

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued

For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
<b>Charges for Services</b>			
Garbage Surcharge	\$ 1,725,960	1,725,960	1,770,913
Collection Fees - Sanitary Districts	185,000	185,000	198,843
Administrative Chargeback	234,338	234,338	234,338
Police Special Detail	10,000	10,000	9,302
	<u>2,155,298</u>	<u>2,155,298</u>	<u>2,213,396</u>
<b>Fines and Forfeitures</b>			
Circuit Court Fines	50,000	50,000	56,853
Administrative Adjudication	15,000	15,000	18,929
Police Tows	30,000	30,000	28,025
Other	350	350	355
	<u>95,350</u>	<u>95,350</u>	<u>104,162</u>
<b>Investment Income (Loss)</b>			
Investment Income	150,000	150,000	687,994
Unrealized Gain (Loss)	-	-	25,612
	<u>150,000</u>	<u>150,000</u>	<u>713,606</u>
<b>Miscellaneous</b>			
<b>Reimbursements</b>			
Engineering	5,000	5,000	-
Liability Insurance	10,000	10,000	13,342
Other	21,000	21,000	43,250
Miscellaneous Income	22,000	22,000	25,071
	<u>58,000</u>	<u>58,000</u>	<u>81,663</u>
<b>Total Revenues</b>	<u><u>23,017,965</u></u>	<u><u>23,017,965</u></u>	<u><u>24,249,567</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**General Fund**

**Schedule of Expenditures - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
General Government			
Administration	\$ 980,687	980,687	910,459
Finance	670,705	670,705	628,245
Administrative Services	4,730,671	4,730,671	4,222,581
	<u>6,382,063</u>	<u>6,382,063</u>	<u>5,761,285</u>
Public Safety			
Police Department	6,834,912	6,834,912	6,641,465
Community Development			
Building and Zoning	1,331,371	1,331,371	1,266,989
Public Works			
Streets Operations	2,504,904	2,504,904	2,328,954
Health and Sanitation	1,723,631	1,723,631	1,750,882
	<u>4,228,535</u>	<u>4,228,535</u>	<u>4,079,836</u>
Total Expenditures	<u>18,776,881</u>	<u>18,776,881</u>	<u>17,749,575</u>

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
General Government			
Administration			
Salaries - Mayor	\$ 18,000	18,000	18,000
Salaries - Liquor Commissioner	1,000	1,000	1,000
Salaries - Alderman	72,800	72,800	71,000
Salaries - Administration	495,944	495,944	505,631
Part Time Salaries	20,000	20,000	-
Retirement Plan Contribution	33,346	33,346	31,748
FICA Contribution	43,654	43,654	41,726
Group Health Insurance	89,114	89,114	78,556
Group Life Insurance	558	558	693
Dental Insurance	6,835	6,835	6,631
Vision Insurance	936	936	905
Training and Conferences	17,000	17,000	7,349
Travel and Lodging	10,000	10,000	9,064
Publishing and Advertising	5,000	5,000	2,470
Printing and Duplicating	6,000	6,000	58
Telecommunications	35,000	35,000	28,863
Filing Fees	500	500	298
Codification	10,000	10,000	2,544
Postage and Shipping	1,500	1,500	566
Dues and Subscriptions	26,200	26,200	26,912
Professional Services	14,000	14,000	10,488
Utilities	45,050	45,050	32,537
Rental and Lease Purchase	7,000	7,000	5,196
Office Cleaning	11,250	11,250	6,989
Office Supplies	10,000	10,000	21,235
	<u>980,687</u>	<u>980,687</u>	<u>910,459</u>
Finance			
Salaries and Wages	387,649	387,649	363,742
Retirement Plan Contribution	26,065	26,065	22,847
FICA Contribution	28,816	28,816	26,913
Group Health Insurance	78,709	78,709	67,113
Group Life Insurance	434	434	411

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
General Government - Continued			
Finance - Continued			
Dental Insurance	\$ 4,639	4,639	4,070
Vision Insurance	658	658	508
Training and Conferences	3,500	3,500	2,410
Auditing Services	29,300	29,300	29,300
Travel and Lodging	750	750	-
Computer Replacement Chargeback	3,335	3,335	2,941
Printing and Duplicating	4,000	4,000	2,552
Telecommunications	2,300	2,300	3,186
Postage and Shipping	1,300	1,300	1,439
Dues and Subscriptions	1,500	1,500	570
Professional Services	80,000	80,000	87,178
Rental and Lease Purchase	4,000	4,000	5,266
Office Cleaning	11,250	11,250	5,552
Office Supplies	2,500	2,500	2,247
	<u>670,705</u>	<u>670,705</u>	<u>628,245</u>
Administrative Services			
Police Special Detail Wages	10,000	10,000	9,302
Unemployment Insurance	16,000	16,000	18,296
Liability Insurance	461,392	461,392	423,898
Group Health Insurance - Retirees	34,340	34,340	27,946
Dental Insurance - Retirees	-	-	(43)
Vision Insurance - Retirees	-	-	178
IDOR Administration Fee	70,277	70,277	69,651
GC Housing Rental Assistance	11,266	11,266	11,352
GIS Consortium Services	50,000	50,000	-
Amusement Tax Rebate	25,500	25,500	15,751
KenCom	243,815	243,815	216,754
Information Technology Services	400,000	400,000	318,985
Building and Grounds Chargeback	218,320	218,320	218,320
Corporate Counsel	110,000	110,000	149,717
Litigation Counsel	100,000	100,000	111,933

**UNITED CITY OF YORKVILLE, ILLINOIS**

**General Fund**

**Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
General Government - Continued			
Administrative Services - Continued			
Professional Services	\$ 38,450	38,450	34,003
Special Counsel	35,000	35,000	6,818
Engineering Services	450,000	450,000	349,629
Kendall Area Transit	29,438	29,438	23,550
Hotel Tax Rebate	126,000	126,000	140,287
Economic Development	183,855	183,855	176,205
City Property Tax Rebate	1,418	1,418	1,501
Sales Tax Rebate	1,222,000	1,222,000	1,093,188
Business District Rebate	607,600	607,600	575,072
Admission Tax Rebate	200,000	200,000	223,356
Bad Debt	1,000	1,000	620
Reimbursable Repairs	10,000	10,000	6,312
Contingency	75,000	75,000	-
	<u>4,730,671</u>	<u>4,730,671</u>	<u>4,222,581</u>
Total General Government	6,382,063	6,382,063	5,761,285
Public Safety			
Police Department			
Salaries - Police Officers	2,241,458	2,241,458	2,177,838
Salaries - Command Staff	573,567	573,567	578,647
Salaries - Sergeants	597,691	597,691	614,810
Salaries - Police Clerks	176,506	176,506	172,664
Salaries - Crossing Guard	30,000	30,000	23,602
Part Time Salaries	70,000	70,000	67,758
Overtime	111,000	111,000	98,098
Retirement Plan Contribution	11,868	11,868	11,604
Employer Contribution - Police Pension	1,378,837	1,378,837	1,378,837
FICA Contribution	282,882	282,882	278,270
Group Health Insurance	660,847	660,847	615,113
Group Life Insurance	4,240	4,240	4,153

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
Public Safety - Continued			
Police Department - Continued			
Dental Insurance	\$ 46,703	46,703	45,564
Vision Insurance	6,382	6,382	6,250
Tuition Reimbursement	12,142	12,142	13,266
Police Commission	18,000	18,000	15,669
Training and Conferences	24,500	24,500	27,866
Training Coordinator Services	50,000	50,000	27,309
Travel and Lodging	10,000	10,000	10,033
Vehicle and Equipment Chargeback	129,173	129,173	129,173
Computer Replacement Chargeback	3,216	3,216	4,654
Printing and Duplicating	5,000	5,000	2,088
Telecommunications	35,000	35,000	43,203
Postage and Shipping	1,450	1,450	639
Dues and Subscriptions	12,200	12,200	10,430
Professional Services	46,000	46,000	40,460
Adjudication Services	22,050	22,050	13,522
New World Live Scan	2,000	2,000	1,995
Kendall Co. - Juvenile Probation	6,600	6,600	6,800
Rental and Lease Purchase	8,000	8,000	10,279
Office Cleaning	42,000	42,000	20,258
Outside Repair and Maintenance	60,000	60,000	45,807
Wearing Apparel	15,000	15,000	16,295
Office Supplies	4,500	4,500	4,392
Operating Supplies	17,000	17,000	25,202
Community Services	3,000	3,000	3,834
Ballistic Vests	6,450	6,450	6,400
Gasoline	101,650	101,650	80,752
Ammunition	8,000	8,000	7,931
Total Public Safety	6,834,912	6,834,912	6,641,465

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
Community Development			
Building and Zoning			
Salaries and Wages	\$ 852,944	852,944	740,567
Retirement Plan Contribution	57,351	57,351	46,777
FICA Contribution	63,790	63,790	54,967
Group Health Insurance	150,781	150,781	116,271
Group Life Insurance	1,071	1,071	839
Dental Insurance	13,477	13,477	10,032
Vision Insurance	1,855	1,855	1,444
Training and Conferences	7,850	7,850	2,244
Travel and Lodging	7,000	7,000	1,074
Computer Replacement Chargebacks	3,577	3,577	3,936
Publishing and Advertising	2,500	2,500	1,846
Printing and Duplicating	3,000	3,000	63
Telecommunications	7,000	7,000	7,301
Postage and Shipping	500	500	343
Inspections	90,000	90,000	125,200
Dues and Subscriptions	3,500	3,500	2,376
Professional Services	20,000	20,000	114,719
Rental and Lease Purchase	5,500	5,500	7,876
Vehicle Maintenance Services	4,725	4,725	3,146
Office Cleaning	11,250	11,250	3,607
Office Supplies	2,000	2,000	2,894
Operating Supplies	11,000	11,000	11,435
Gasoline	10,700	10,700	8,032
Total Community Development	1,331,371	1,331,371	1,266,989
Public Works			
Streets Operations			
Salaries and Wages	635,220	635,220	626,979
Part Time Salaries	36,000	36,000	-
Overtime	30,000	30,000	25,593

**UNITED CITY OF YORKVILLE, ILLINOIS**

**General Fund**

**Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Public Works - Continued			
Streets Operations - Continued			
Retirement Plan Contribution	\$ 44,728	44,728	41,038
FICA Contribution	52,357	52,357	48,959
Group Health Insurance	134,167	134,167	128,163
Group Life Insurance	774	774	909
Dental Insurance	10,157	10,157	10,157
Vision Insurance	1,526	1,526	1,393
Training and Conferences	6,000	6,000	3,605
Travel and Lodging	3,000	3,000	2,861
Vehicle and Equipment Chargeback	1,113,569	1,113,569	1,113,569
Traffic Signal Maintenance	100,000	100,000	70,856
Telecommunications	7,600	7,600	5,600
Mosquito Control	7,404	7,404	7,404
Tree and Stump Removal	30,000	30,000	13,560
Professional Services	12,000	12,000	7,043
Julie Services	4,500	4,500	3,777
Rental and Lease Purchase	35,000	35,000	8,169
Office Cleaning	1,355	1,355	1,437
Vehicle Maintenance Services	80,000	80,000	85,252
Wearing Apparel	8,000	8,000	6,940
Operating Supplies	21,000	21,000	9,860
Vehicle Maintenance Supplies	35,000	35,000	45,689
Small Tools and Equipment	15,000	15,000	8,964
Repair and Maintenance	45,000	45,000	22,598
Julie Supplies	1,200	1,200	1,864
Gasoline	34,347	34,347	26,715
	<u>2,504,904</u>	<u>2,504,904</u>	<u>2,328,954</u>

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024

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	Budget		
	Original	Final	Actual
Public Works - Continued			
Health and Sanitation			
Garbage Services	\$ 1,715,249	1,715,249	1,743,202
Leaf Pickup	8,382	8,382	7,680
	<u>1,723,631</u>	<u>1,723,631</u>	<u>1,750,882</u>
Total Public Works	<u>4,228,535</u>	<u>4,228,535</u>	<u>4,079,836</u>
Total Expenditures	<u>18,776,881</u>	<u>18,776,881</u>	<u>17,749,575</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Library - Special Revenue Fund**

**Schedule of Revenues - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Taxes			
Property Tax	\$ 1,763,193	1,763,193	1,760,942
Intergovernmental			
Personal Property Replacement Tax	17,000	17,000	12,061
Grants	30,000	30,000	31,761
	47,000	47,000	43,822
Licenses, Permits and Fees			
Development Fees	50,000	50,000	169,000
Charges for Services			
Library Subscription Cards	3,500	3,500	13,208
Program Fees	-	-	484
Copy Fees	2,500	2,500	2,857
	6,000	6,000	16,549
Fines and Forfeitures	1,000	1,000	1,684
Investment Income	15,150	15,150	37,823
Miscellaneous			
Rental Income	250	250	215
Miscellaneous Income	3,000	3,000	3,940
	3,250	3,250	4,155
Total Revenues	1,885,593	1,885,593	2,033,975

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Library - Special Revenue Fund**

**Schedule of Expenditures - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Library			
Salaries and Wages	\$ 288,307	288,307	288,848
Part Time Salaries	168,000	168,000	154,427
Retirement Plan Contribution	21,201	21,201	18,514
FICA Contribution	33,917	33,917	33,302
Group Health Insurance	89,456	89,456	91,896
Group Life Insurance	554	554	609
Dental Insurance	6,835	6,835	6,874
Vision Insurance	940	940	933
Unemployment Insurance	1,250	1,250	1,486
Administrative Chargeback	15,000	15,000	15,000
Liability Insurance	30,085	30,085	27,744
Training and Conferences	3,000	3,000	900
Travel and Lodging	1,500	1,500	1,521
Publishing and Advertising	2,500	2,500	-
Telecommunications	8,000	8,000	7,993
Postage and Shipping	1,000	1,000	688
Building and Grounds Chargeback	7,486	7,486	7,486
Building Improvements	56,000	56,000	58,183
Dues and Subscriptions	18,000	18,000	11,143
Professional Services	33,500	33,500	55,621
Legal Services	3,000	3,000	1,013
Automation	25,000	25,000	18,617
Utilities	24,719	24,719	16,529
Office Cleaning	75,000	75,000	36,308
Outside Repair and Maintenance	131,000	131,000	99,197
Paying Agent Fees	1,700	1,700	1,689
Office Supplies	8,000	8,000	5,024
Operating Supplies	4,000	4,000	2,526
Custodial Supplies	7,000	7,000	3,937
Computer Equipment and Software	28,000	28,000	8,096
Library Programming	2,000	2,000	685
Employee Recognition	300	300	193
E-Book Subscriptions	3,500	3,500	-
Audio Books	3,500	3,500	2,736
DVD's and CD's	3,500	3,500	1,600
Books	50,000	50,000	43,922
Total Library	1,156,750	1,156,750	1,025,240

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Library - Special Revenue Fund**

**Schedule of Expenditures - Budget and Actual - Continued  
For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
Debt Service			
Principal Retirement	\$ 800,000	800,000	800,000
Interest and Fiscal Charges	66,750	66,750	66,750
Total Debt Service	866,750	866,750	866,750
Total Expenditures	2,023,500	2,023,500	1,891,990

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**UNITED CITY OF YORKVILLE, ILLINOIS**

**Parks and Recreation - Special Revenue Fund**

**Schedule of Revenues - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
Charges for Services			
Fees for Programs	\$ 610,000	610,000	706,386
Library Chargeback	15,000	15,000	15,000
Concessions	45,000	45,000	60,266
Total Charges for Services	670,000	670,000	781,652
Grants and Donations			
Sponsorships and Donations	15,000	15,000	18,877
Investment Income	1,250	1,250	11,507
Miscellaneous			
Rental Income	87,936	87,936	33,163
Hometown Days Revenue	150,000	150,000	167,648
Reimbursements	-	-	6,453
Lease Income	-	-	69,798
Miscellaneous Income	5,000	5,000	28,165
Total Miscellaneous	242,936	242,936	305,227
Total Revenue	929,186	929,186	1,117,263

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UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Expenditures - Budget and Actual  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
Parks and Recreation			
Park Operations			
Salaries and Wages	\$ 761,977	761,977	757,316
Part Time Salaries	85,000	85,000	74,343
Overtime	10,000	10,000	4,767
Retirement Plan Contribution	53,038	53,038	49,437
FICA Contribution	63,509	63,509	62,870
Group Health Insurance	190,686	190,686	156,277
Group Life Insurance	1,126	1,126	1,113
Dental Insurance	14,400	14,400	13,058
Vision Insurance	1,929	1,929	1,767
Training and Conferences	8,000	8,000	18,144
Travel and Lodging	3,000	3,000	1,278
Vehicle and Equipment Chargeback	276,117	276,117	276,117
Computer Replacement Chargeback	931	931	-
Telecommunications	10,000	10,000	9,228
Professional Services	11,400	11,400	7,937
Legal Services	1,000	1,000	1,764
Rental and Lease Purchase	9,120	9,120	9,017
Office Cleaning	4,679	4,679	2,559
Outside Repairs and Maintenance	40,000	40,000	37,482
Wearing Apparel	6,220	6,220	8,015
Operating Supplies	30,000	30,000	24,928
Small Tools and Equipment	6,000	6,000	7,242
Repairs and Maintenance	71,000	71,000	61,707
Athletic Fields and Equipment	55,000	55,000	67,083
Gasoline	64,200	64,200	42,093
Total Park Operations	1,778,332	1,778,332	1,695,542
Recreation Operations			
Salaries and Wages	535,416	535,416	503,726
Part Time Salaries	17,000	17,000	18,769
Concession Wages	17,000	17,000	15,822
Preschool Wages	80,000	80,000	86,890
Instructor Wages	40,000	40,000	46,281
Retirement Plan Contribution	42,045	42,045	34,492
FICA Contribution	51,229	51,229	50,859

UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Expenditures - Budget and Actual - Continued

For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
Parks and Recreation - Continued			
Recreation Operations - Continued			
Group Health Insurance	\$ 114,604	114,604	86,444
Group Life Insurance	923	923	862
Dental Insurance	7,895	7,895	7,406
Vision Insurance	1,139	1,139	1,061
Training and Conferences	6,000	6,000	3,028
Travel and Lodging	3,000	3,000	1,922
Computer Replacement Chargeback	3,724	3,724	6,289
Publishing and Advertising	55,000	55,000	8,270
Telecommunications	12,000	12,000	17,327
Scholarships	2,500	2,500	-
Postage and Shipping	3,500	3,500	1,738
Dues and Subscriptions	4,000	4,000	4,236
Professional Services	140,000	140,000	151,565
Utilities	11,236	11,236	14,896
Rental and Lease Purchase	6,000	6,000	4,329
Office Cleaning	11,250	11,250	22,291
Outside Repairs and Maintenance	10,000	10,000	988
Wearing Apparel	7,500	7,500	3,750
Hometown Days Expenditures	150,000	150,000	151,535
Program Supplies	240,000	297,500	293,646
Concession Supplies	18,000	18,000	26,451
Office Supplies	3,000	3,000	2,649
Operating Supplies	35,000	35,000	28,244
Repairs and Maintenance	2,000	2,000	496
Total Recreation Operations	1,630,961	1,688,461	1,596,262
Total Expenditures	3,409,293	3,466,793	3,291,804

UNITED CITY OF YORKVILLE, ILLINOIS

Citywide Capital - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
<b>Revenues</b>			
Intergovernmental			
Grants	\$ -	500,000	3,113
Licenses, Permits and Fees			
Building Permits	-	-	226,244
Development Fees	3,000	3,000	11,531
Road Contribution Fees	100,000	100,000	232,000
Charges for Services			
Road Infrastructure Fees	897,130	897,130	906,544
Investment Income	25,000	25,000	94,688
Miscellaneous			
Reimbursements	1,445,653	1,445,653	34,941
Total Revenues	<u>2,470,783</u>	<u>2,970,783</u>	<u>1,509,061</u>
<b>Expenditures</b>			
Public Works	254,600	254,600	209,573
Capital Outlay	3,724,254	4,224,254	1,721,459
Debt Service			
Principal Retirement	210,000	210,000	210,000
Interest and Fiscal Charges	103,513	103,513	103,513
Total Expenditures	<u>4,292,367</u>	<u>4,792,367</u>	<u>2,244,545</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,821,584)</u>	<u>(1,821,584)</u>	<u>(735,484)</u>
<b>Other Financing Sources (Uses)</b>			
Transfers In	603,012	603,012	1,843,512
Transfers Out	(104,627)	(104,627)	(104,627)
	<u>498,385</u>	<u>498,385</u>	<u>1,738,885</u>
Net Change in Fund Balance	<u>(1,323,199)</u>	<u>(1,323,199)</u>	1,003,401
Fund Balance - Beginning			<u>4,785,053</u>
Fund Balance - Ending			<u><u>5,788,454</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Citywide Capital - Capital Projects Fund**

**Schedule of Expenditures - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Public Works</b>			
Street Lighting and Signs	\$ 131,600	131,600	149,892
Sidewalk and Street Lighting Supplies	65,000	65,000	58,373
Professional Services	10,000	10,000	1,000
Engineering Services	12,000	12,000	-
Asphalt Patching	35,000	35,000	-
Bad Debt	1,000	1,000	308
<b>Total Public Works</b>	<b>254,600</b>	<b>254,600</b>	<b>209,573</b>
<b>Capital Outlay</b>			
Fox Hill Improvements	60,000	60,000	-
US 34 (Center/Eldamain Road) Project	107,000	107,000	-
Road To Better Roads Program	1,154,360	1,154,360	907,111
Bristol Bridge Road	-	-	6,831
Drainage District Improvement	-	500,000	-
Raintree Village Improvements	204,894	204,894	-
Sidewalk Replacement Program	200,000	200,000	153,100
RT 71 (RT47/Orchard Road) Project	26,000	26,000	-
US 34 (IL 47/Orchard Road) Project	85,000	85,000	99,832
Baseline Road Improvements	575,000	575,000	515,964
Corneils Road Improvements	145,000	145,000	-
Kennedy Road (Freedom Place)	1,100,000	1,100,000	15,738
Kennedy Road (North)	15,000	15,000	546
Van Emmon Street Improvements	52,000	52,000	22,337
<b>Total Capital Outlay</b>	<b>3,724,254</b>	<b>4,224,254</b>	<b>1,721,459</b>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Citywide Capital - Capital Projects Fund**

**Schedule of Expenditures - Budget and Actual - Continued**

**For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
Debt Service			
Principal Retirement	\$ 210,000	210,000	210,000
Interest and Fiscal Charges	103,513	103,513	103,513
Total Debt Service	313,513	313,513	313,513
Total Expenditures	4,292,367	4,792,367	2,244,545

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**UNITED CITY OF YORKVILLE, ILLINOIS**

**Buildings and Grounds - Capital Projects Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Revenues</b>			
Licenses, Permits and Fees			
Development Fees	\$ 30,000	30,000	292,366
Charges for Services			
Buildings and Grounds Chargeback	280,386	280,386	280,386
Investment Income	275,000	275,000	39,191
Miscellaneous	-	-	3,146
<b>Total Revenues</b>	<b>585,386</b>	<b>585,386</b>	<b>615,089</b>
<b>Expenditures</b>			
Public Works	512,900	512,900	365,244
Capital Outlay	3,010,000	3,010,000	409,647
Debt Service			
Principal Retirement	580,000	580,000	580,000
Interest and Fiscal Charges	515,009	515,009	220,254
<b>Total Expenditures</b>	<b>4,617,909</b>	<b>4,617,909</b>	<b>1,575,145</b>
Excess (Deficiency) of Revenues			
Over (Under) Expenditures	(4,032,523)	(4,032,523)	(960,056)
<b>Other Financing Sources</b>			
Disposal of Capital Assets	-	-	700,000
Debt Issuance	29,365,000	29,365,000	-
Premium on Debt Issuance	2,929,619	2,929,619	-
Transfers In	294,618	294,618	799,779
	<b>32,589,237</b>	<b>32,589,237</b>	<b>1,499,779</b>
Net Change in Fund Balance	<b>28,556,714</b>	<b>28,556,714</b>	539,723
Fund Balance - Beginning			<u>1,865,907</u>
Fund Balance - Ending			<u><u>2,405,630</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Buildings and Grounds - Capital Projects Fund**

**Schedule of Expenditures - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Public Works</b>			
Salaries and Wages	\$ 173,683	173,683	149,446
Overtime	3,000	3,000	253
Retirement Plan Contribution	11,880	11,880	9,512
FICA Contribution	13,218	13,218	11,508
Group Health Insurance	29,893	29,893	22,881
Group Life Insurance	248	248	332
Dental Insurance	2,767	2,767	2,618
Vision Insurance	388	388	349
Vehicle and Equipment Chargeback	30,000	30,000	-
Computer Replacement Chargeback	2,223	2,223	1,959
Telecommunications	4,100	4,100	1,050
Property and Building Maintenance Services	190,000	190,000	97,899
Professional Services	-	-	12,819
Wearing Apparel	1,500	1,500	810
Property and Building Maintenance Supplies	50,000	50,000	53,808
<b>Total Public Works</b>	<b>512,900</b>	<b>512,900</b>	<b>365,244</b>
<b>Capital Outlay</b>			
City Hall Improvements	-	-	283,241
Public Works Facility	3,010,000	3,010,000	126,406
<b>Total Capital Outlay</b>	<b>3,010,000</b>	<b>3,010,000</b>	<b>409,647</b>
<b>Debt Service</b>			
Principal Retirement	580,000	580,000	580,000
Interest and Fiscal Charges	515,009	515,009	220,254
<b>Total Debt Service</b>	<b>1,095,009</b>	<b>1,095,009</b>	<b>800,254</b>
<b>Total Expenditures</b>	<b>4,617,909</b>	<b>4,617,909</b>	<b>1,575,145</b>

**NONMAJOR GOVERNMENTAL FUNDS  
COMBINING STATEMENTS**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Nonmajor Governmental Funds**

**Combining Balance Sheet  
April 30, 2024**

	Special Revenue	Capital Projects	Totals
<b>ASSETS</b>			
Cash and Investments	\$ 186,009	2,586,047	2,772,056
Receivables - Net of Allowances			
Accounts	-	3,632	3,632
Grants	-	240,177	240,177
Other Taxes	234,888	-	234,888
Due from Other Funds	232,301	-	232,301
	<hr/>		
Total Assets	653,198	2,829,856	3,483,054
<b>LIABILITIES</b>			
Accounts Payable	30,168	377,579	407,747
Due to Other Funds	2,738,256	-	2,738,256
Deposit Payable	-	843,022	843,022
Other Payables	-	27,600	27,600
Total Liabilities	2,768,424	1,248,201	4,016,625
<b>FUND BALANCES</b>			
Restricted	631,013	-	631,013
Assigned	-	1,581,655	1,581,655
Unassigned	(2,746,239)	-	(2,746,239)
Total Fund Balances	(2,115,226)	1,581,655	(533,571)
	<hr/>		
Total Liabilities, Deferred Inflows of Resources and Fund Balances	653,198	2,829,856	3,483,054

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Nonmajor Governmental Funds**

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Fiscal Year Ended April 30, 2024**

	Special Revenue	Capital Projects	Totals
<b>Revenues</b>			
Taxes	\$ 538,750	-	538,750
Intergovernmental	1,103,169	240,177	1,343,346
Licenses, Permits and Fees	-	252,800	252,800
Charges for Services	-	1,648,741	1,648,741
Fines and Forfeitures	-	13,150	13,150
Grants and Donations	-	-	-
Investment Income	27,859	-	27,859
Miscellaneous	-	4,118	4,118
Total Revenues	1,669,778	2,158,986	3,828,764
<b>Expenditures</b>			
General Government	111,081	20,535	131,616
Public Safety	-	4,843	4,843
Public Works	152,067	228	152,295
Capital Outlay	977,770	1,935,785	2,913,555
Debt Service			
Principal Retirement	121,716	81,147	202,863
Interest and Fiscal Charges	88,635	16,262	104,897
Total Expenditures	1,451,269	2,058,800	3,510,069
Excess (Deficiency) of Revenues Over (Under) Expenditures	218,509	100,186	318,695
<b>Other Financing Sources</b>			
Disposal of Capital Assets	-	48,966	48,966
Net Change in Fund Balances	218,509	149,152	367,661
Fund Balances - Beginning	(2,333,735)	1,432,503	(901,232)
Fund Balances - Ending	(2,115,226)	1,581,655	(533,571)

## **NONMAJOR SPECIAL REVENUE FUNDS**

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

### **Fox Hill Special Service Area Fund**

The Fox Hill Special Service Area Fund is used to account for the revenues and expenditures associated with the maintenance of the common areas of the Fox Hill Estates subdivision.

### **Sunflower Special Service Area Fund**

The Sunflower Special Service Fund is used to account for revenues and expenditures associated with the maintenance of the common areas of the Sunflower Estates subdivision.

### **Motor Fuel Tax Fund**

The Motor Fuel Tax Fund is used to account for allotments of motor fuel taxes from the State of Illinois made on per capita basis. These taxes are to be used to construct and maintain streets and to purchase roadway salt.

### **Countryside TIF Fund**

The Countryside TIF Fund is used to account for the accumulation of monies for the payment of the 2014 General Refunding Obligation Bond Series and 2015A General Obligation Refunding Bond Series. These bonds were issued to refund the 2005 General Obligation Bond Series, which were issued to finance retail development at Countryside Center.

### **Downtown TIF Fund**

The Downtown TIF Fund is used to account for revenues and expenditures associated with the development activities of the downtown area located primarily along Hydraulic Avenue, Illinois Route 47 and Benjamin Street within Yorkville's historic commercial core.

### **Downtown TIF II Fund**

The Downtown TIF II Fund is used to account for revenues and expenditures associated with the development activities of the downtown area located primarily south of Hydraulic Avenue and just north of Washington Street, between White Oak Estate to the west and Benjamin Street to the east.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Nonmajor Governmental - Special Revenue Funds**

**Combining Balance Sheet**

**April 30, 2024**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Nonmajor Governmental - Special Revenue Funds**

**Combining Balance Sheet  
April 30, 2024**

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	Fox Hill Special Service Area	Sunflower Special Service Area
<b>ASSETS</b>		
Cash and Investments	\$ 51,835	18,086
Receivables - Net of Allowances		
Other Taxes	-	-
Due from Other Funds	-	-
	<hr/>	<hr/>
Total Assets	<u>51,835</u>	<u>18,086</u>
<b>LIABILITIES</b>		
Accounts Payable	1,058	4,955
Due to Other Funds	-	-
Total Liabilities	<hr/> 1,058	<hr/> 4,955
<b>FUND BALANCES</b>		
Restricted	50,777	13,131
Unassigned	-	-
Total Fund Balances	<hr/> 50,777	<hr/> 13,131
Total Liabilities and Fund Balances	<u>51,835</u>	<u>18,086</u>

Motor Fuel Tax	Countryside TIF	Downtown TIF	Downtown TIF II	Totals
116,088	-	-	-	186,009
234,888	-	-	-	234,888
-	-	-	232,301	232,301
350,976	-	-	232,301	653,198
-	-	7,983	16,172	30,168
-	1,175,727	1,562,529	-	2,738,256
-	1,175,727	1,570,512	16,172	2,768,424
350,976	-	-	216,129	631,013
-	(1,175,727)	(1,570,512)	-	(2,746,239)
350,976	(1,175,727)	(1,570,512)	216,129	(2,115,226)
350,976	-	-	232,301	653,198

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Nonmajor Governmental - Special Revenue Funds**

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Fiscal Year Ended April 30, 2024**

	Fox Hill Special Service Area	Sunflower Special Service Area
Revenues		
Taxes	\$ 24,018	21,015
Intergovernmental	-	-
Investment Income	-	-
Total Revenues	<u>24,018</u>	<u>21,015</u>
Expenditures		
General Government	-	-
Public Works	10,275	19,670
Capital Outlay	-	-
Debt Service		
Principal Retirement	-	-
Interest and Fiscal Charges	-	-
Total Expenditures	<u>10,275</u>	<u>19,670</u>
Net Change in Fund Balances	13,743	1,345
Fund Balances - Beginning	<u>37,034</u>	<u>11,786</u>
Fund Balances - Ending	<u><u>50,777</u></u>	<u><u>13,131</u></u>

Motor Fuel Tax	Countryside TIF	Downtown TIF	Downtown TIF II	Totals
-	226,795	121,457	145,465	538,750
1,103,169	-	-	-	1,103,169
27,859	-	-	-	27,859
1,131,028	226,795	121,457	145,465	1,669,778
-	17,127	77,041	16,913	111,081
122,122	-	-	-	152,067
977,770	-	-	-	977,770
-	121,716	-	-	121,716
-	88,635	-	-	88,635
1,099,892	227,478	77,041	16,913	1,451,269
31,136	(683)	44,416	128,552	218,509
319,840	(1,175,044)	(1,614,928)	87,577	(2,333,735)
350,976	(1,175,727)	(1,570,512)	216,129	(2,115,226)

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Fox Hill Special Service Area - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Tax	\$ 24,000	24,000	24,018
Expenditures			
Public Works			
Outside Repair and Maintenance	60,640	60,640	10,275
Net Change in Fund Balance	<u>(36,640)</u>	<u>(36,640)</u>	13,743
Fund Balance - Beginning			<u>37,034</u>
Fund Balance - Ending			<u><u>50,777</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Sunflower Special Service Area - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

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	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Tax	\$ 21,000	21,000	21,015
Expenditures			
Public Works			
Pond Maintenance	5,000	5,000	2,580
Outside Repair and Maintenance	13,640	17,090	17,090
Total Expenditures	18,640	22,090	19,670
Net Change in Fund Balance	2,360	(1,090)	1,345
Fund Balance - Beginning			11,786
Fund Balance - Ending			13,131

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Motor Fuel Tax - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Revenues			
Intergovernmental	\$ 994,400	994,400	1,103,169
Investment Income	5,000	5,000	27,859
Total Revenues	999,400	999,400	1,131,028
Expenditures			
Public Works			
Supplies	190,000	190,000	122,122
Capital Outlay			
Streets and Alleys	1,050,000	1,050,000	977,770
Total Expenditures	1,240,000	1,240,000	1,099,892
Net Change in Fund Balance	(240,600)	(240,600)	31,136
Fund Balance - Beginning			319,840
Fund Balance - Ending			350,976

UNITED CITY OF YORKVILLE, ILLINOIS

Countryside TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended April 30, 2024

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 228,000	228,000	226,795
Expenditures			
General Government			
Administrative Fees	16,314	16,314	16,314
Professional Services	1,000	1,000	813
Debt Service			
Principal Retirement	121,716	121,716	121,716
Interest and Fiscal Charges	88,406	88,634	88,635
Total Expenditures	227,436	227,664	227,478
Net Change in Fund Balance	564	336	(683)
Fund Balance - Beginning			(1,175,044)
Fund Balance - Ending			(1,175,727)

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Downtown TIF - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 122,000	122,000	121,457
Expenditures			
General Government			
Administrative Fees	32,129	32,129	32,129
TIF Incentive Payout	39,728	39,728	41,812
Professional Services	5,000	5,000	3,100
Capital Outlay			
Project Costs	5,000	5,000	-
Total Expenditures	81,857	81,857	77,041
Net Change in Fund Balance	40,143	40,143	44,416
Fund Balance - Beginning			(1,614,928)
Fund Balance - Ending			(1,570,512)

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Downtown TIF II - Special Revenue Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 146,000	146,000	145,465
Expenditures			
General Government			
TIF Incentive Payout	8,000	16,172	16,172
Professional Services	3,000	3,000	741
Total Expenditures	11,000	19,172	16,913
Net Change in Fund Balance	135,000	126,828	128,552
Fund Balance - Beginning			87,577
Fund Balance - Ending			216,129

## **NONMAJOR CAPITAL PROJECTS FUND**

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

### **Vehicle and Equipment Fund**

The Vehicle and Equipment Fund is used to account for financial resources accumulated to purchase vehicles, equipment and other capital assets for use in the Police, General Government, Public Works and Park and Recreation departments.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Vehicle and Equipment - Capital Projects Fund**

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
<b>Revenues</b>			
Intergovernmental			
Grants	\$ -	240,553	240,177
Licenses, Permits and Fees			
Development Fees	100,000	100,000	219,600
Engineering Capital Fees	10,000	10,000	33,200
Charges for Services	1,567,477	1,567,477	1,648,741
Fines and Forfeitures			
DUI Fines	6,500	6,500	12,453
Electronic Citations	800	800	697
Miscellaneous	500	500	4,118
Total Revenues	<u>1,685,277</u>	<u>1,925,830</u>	<u>2,158,986</u>
<b>Expenditures</b>			
General Government	18,118	18,118	20,535
Public Safety	35,750	35,750	4,843
Public Works	1,250	1,250	228
Capital Outlay	2,552,100	3,008,653	1,935,785
Debt Service			
Principal Retirement	59,347	59,347	81,147
Interest and Fiscal Charges	12,223	12,223	16,262
Total Expenditures	<u>2,678,788</u>	<u>3,135,341</u>	<u>2,058,800</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(993,511)	(1,209,511)	100,186
<b>Other Financing Sources</b>			
Disposal of Capital Assets	126,000	126,000	48,966
Net Change in Fund Balance	<u>(867,511)</u>	<u>(1,083,511)</u>	149,152
Fund Balance - Beginning			<u>1,432,503</u>
Fund Balance - Ending			<u><u>1,581,655</u></u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Vehicle and Equipment - Capital Projects Fund**

**Schedule of Expenditures - Budget and Actual**

**For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
General Government Capital			
Supplies			
Computer Equipment and Software	\$ 18,118	18,118	20,535
Police Capital			
Contractual Services	35,750	35,750	4,843
Capital Outlay			
Equipment	-	240,553	285,548
Vehicles	211,000	211,000	139,234
Total Police Capital	246,750	487,303	429,625
Public Works Capital			
Contractual Services	750	750	228
Supplies	500	500	-
Capital Outlay			
Equipment	238,500	238,500	180,368
Vehicles	1,671,000	1,707,000	775,377
Total Public Works Capital	1,910,750	1,946,750	955,973
Park and Recreation Capital			
Capital Outlay			
Outside Repair and Maintenance	1,600	1,600	-
Park Improvements	315,000	495,000	425,528
Equipment	77,000	77,000	90,735
Vehicles	38,000	38,000	38,995
Total Park and Recreation Capital	431,600	611,600	555,258
Debt Service			
Principal Retirement	59,347	59,347	81,147
Interest and Fiscal Charges	12,223	12,223	16,262
Total Debt Service	71,570	71,570	97,409
Total Expenditures	2,678,788	3,135,341	2,058,800

## **ENTERPRISE FUNDS**

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purpose.

### **Sewer Fund**

The Sewer Fund is used to account for the operation and sewer infrastructure maintenance of the City-owned sewer system, as well as the construction of new sewer systems within City limits. Revenues are generated through user maintenance fees.

### **Water Fund**

The Water Fund is used to account for the operation and water infrastructure maintenance of the City-owned water distribution system, as well as the construction of new water systems. Revenues are generated through charges based on water consumption and user maintenance fees.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Sewer - Enterprise Fund**

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 1,679,029	1,679,029	1,708,760
Operating Expenses			
Operations	1,705,185	1,705,185	757,842
Depreciation and Amortization	-	-	775,585
Total Operating Expenses	1,705,185	1,705,185	1,533,427
Operating Income (Loss)	(26,156)	(26,156)	175,333
Nonoperating Revenues (Expenses)			
Investment Income	30,000	30,000	143,791
Connection Fees	205,000	205,000	572,300
Other Income	57,000	57,000	322,984
Interest Expense	(1,065,723)	(1,065,723)	(31,938)
	(773,723)	(773,723)	1,007,137
Income (Loss) Before Capital Contribution and Transfers	(799,879)	(799,879)	1,182,470
Capital Contribution	-	-	1,582,786
Transfers In	1,065,723	1,065,723	1,065,723
Transfers Out	(74,125)	(74,125)	(74,125)
	991,598	991,598	2,574,384
Change in Net Position	191,719	191,719	3,756,854
Net Position - Beginning			40,891,591
Net Position - Ending			44,648,445

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Water - Enterprise Fund**

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual  
For the Fiscal Year Ended April 30, 2024**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 5,159,210	5,159,210	5,774,236
Operating Expenses			
Operations	14,398,707	15,056,707	5,079,256
Depreciation and Amortization	-	-	1,261,329
Total Operating Expenses	14,398,707	15,056,707	6,340,585
Operating Income	(9,239,497)	(9,897,497)	(566,349)
Nonoperating Revenues (Expenses)			
Debt Issuance	10,083,705	10,083,705	-
Investment Income	35,000	35,000	422,702
Grants	-	-	325,000
Unrealized Gain	-	-	16,438
Connection Fees	300,000	300,000	985,872
Places of Eating Tax	350,000	350,000	241,229
Other Income	157,634	157,634	487,939
Interest Expense	(975,291)	(975,291)	(449,450)
	9,951,048	9,951,048	2,029,730
Income (Loss) Before Capital Contribution and Transfers	711,551	53,551	1,463,381
Capital Contribution	-	-	1,234,405
Transfers In	178,752	178,752	178,752
	178,752	178,752	1,413,157
Change in Net Position	890,303	232,303	2,876,538
Net Position - Beginning			40,724,408
Net Position - Ending			43,600,946

## **SUPPLEMENTAL SCHEDULES**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**Promissory Note of 2019**

**April 30, 2024**

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Date of Issue	November 18, 2019
Date of Maturity	November 18, 2028
Authorized Issue	\$548,273
Interest Rate	3.60%
Interest Dates	Monthly
Principal Maturity Dates	Monthly
Payable at	First National Bank of Omaha

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements		
	Principal	Interest	Totals
2025	\$ 61,581	9,989	71,570
2026	63,867	7,703	71,570
2027	66,237	5,333	71,570
2028	68,691	2,879	71,570
2029	41,249	501	41,750
	<u>301,625</u>	<u>26,405</u>	<u>328,030</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**IEPA (L17-1156300) Loan Payable of 2007**

**April 30, 2024**

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Date of Issue	November 9, 2006
Date of Maturity	August 9, 2026
Authorized Issue	\$1,889,244
Denomination of Bonds	\$5,000
Interest Rate	2.50%
Interest Dates	August 9 and February 9
Principal Maturity Dates	August 9 and February 9
Payable at	Illinois Environmental Protection Agency

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Aug. 9	Amount	Feb. 9	Amount
2025	\$ 118,235	6,795	125,030	2025	3,765	2024	3,030
2026	121,209	3,821	125,030	2026	2,287	2025	1,534
2027	61,742	774	62,516	2027	774	2026	-
	<u>301,186</u>	<u>11,390</u>	<u>312,576</u>		<u>6,826</u>		<u>4,564</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Library Bonds of 2006**

**April 30, 2024**

Date of Issue	August 1, 2006
Date of Maturity	December 30, 2024
Authorized Issue	\$1,500,000
Denomination of Bonds	\$5,000
Interest Rates	4.75% to 4.80%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	BNY Midwest Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2025	\$ 100,000	4,800	104,800	2025	2,400	2025	2,400

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Library Refunding Bonds of 2013**

**April 30, 2024**

Date of Issue	May 9, 2013
Date of Maturity	December 30, 2024
Authorized Issue	\$6,625,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Bank of New York Mellon

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2025	\$ 730,000	29,200	759,200	2025	14,600	2025	14,600

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Refunding Alternate Revenue Source Bonds of 2014**

**April 30, 2024**

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Date of Issue	January 6, 2014
Date of Maturity	December 1, 2029
Authorized Issue	\$1,235,000
Denomination of Bonds	\$5,000
Interest Rates	4.00% to 4.30%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	The Bank of New York Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2025	\$ -	50,715	50,715	2025	25,357	2025	25,358
2026	230,000	50,715	280,715	2026	25,357	2026	25,358
2027	235,000	41,515	276,515	2027	20,757	2027	20,758
2028	245,000	32,115	277,115	2028	16,057	2028	16,058
2029	255,000	22,193	277,193	2029	11,096	2029	11,097
2030	270,000	11,610	281,610	2030	5,805	2030	5,805
	<u>1,235,000</u>	<u>208,863</u>	<u>1,443,863</u>		<u>104,429</u>		<u>104,434</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Refunding Alternate Revenue Source Bonds of 2014A**

**April 30, 2024**

Date of Issue	August 5, 2014
Date of Maturity	December 1, 2033
Authorized Issue	\$4,295,000
Denomination of Bonds	\$5,000
Interest Rates	3.00% to 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2025	\$ 220,000	96,737	316,737	2025	48,369	2025	48,368
2026	225,000	90,137	315,137	2026	45,069	2026	45,068
2027	230,000	83,387	313,387	2027	41,694	2027	41,693
2028	245,000	76,200	321,200	2028	38,100	2028	38,100
2029	250,000	66,400	316,400	2029	33,200	2029	33,200
2030	265,000	56,400	321,400	2030	28,200	2030	28,200
2031	275,000	45,800	320,800	2031	22,900	2031	22,900
2032	280,000	34,800	314,800	2032	17,400	2032	17,400
2033	290,000	23,600	313,600	2033	11,800	2033	11,800
2034	300,000	12,000	312,000	2034	6,000	2034	6,000
	<u>2,580,000</u>	<u>585,461</u>	<u>3,165,461</u>		<u>292,732</u>		<u>292,729</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Refunding Alternate Revenue Source Bonds of 2014C**

**April 30, 2024**

Date of Issue	August 5, 2014
Date of Maturity	December 30, 2024
Authorized Issue	\$1,290,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 3.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2025	\$ 135,000	4,050	139,050	2025	2,025	2025	2,025

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Refunding Alternate Revenue Source Bonds of 2015A  
April 30, 2024**

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Date of Issue	July 8, 2015
Date of Maturity	December 1, 2034
Authorized Issue	\$5,575,000
Denomination of Bonds	\$5,000
Interest Rate	4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2025	\$ 475,000	121,400	596,400	2025	60,700	2025	60,700
2026	215,000	102,400	317,400	2026	51,200	2026	51,200
2027	220,000	93,800	313,800	2027	46,900	2027	46,900
2028	230,000	85,000	315,000	2028	42,500	2028	42,500
2029	240,000	75,800	315,800	2029	37,900	2029	37,900
2030	250,000	66,200	316,200	2030	33,100	2030	33,100
2031	260,000	56,200	316,200	2031	28,100	2031	28,100
2032	270,000	45,800	315,800	2032	22,900	2032	22,900
2033	280,000	35,000	315,000	2033	17,500	2033	17,500
2034	290,000	23,800	313,800	2034	11,900	2034	11,900
2035	305,000	12,200	317,200	2035	6,100	2035	6,100
	<u>3,035,000</u>	<u>717,600</u>	<u>3,752,600</u>		<u>358,800</u>		<u>358,800</u>
Governmental	802,927	189,877	992,804		94,938		94,938
Business-Type	<u>2,232,073</u>	<u>527,723</u>	<u>2,759,796</u>		<u>263,862</u>		<u>263,862</u>
	<u>3,035,000</u>	<u>717,600</u>	<u>3,752,600</u>		<u>358,800</u>		<u>358,800</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Alternate Revenue Source Bonds of 2021**

**April 30, 2024**

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Date of Issue	May 27, 2021
Date of Maturity	December 30, 2040
Authorized Issue	\$8,250,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2025	\$ 345,000	197,900	542,900	2025	98,950	2025	98,950
2026	360,000	184,100	544,100	2026	92,050	2026	92,050
2027	375,000	169,700	544,700	2027	84,850	2027	84,850
2028	390,000	154,700	544,700	2028	77,350	2028	77,350
2029	405,000	139,100	544,100	2029	69,550	2029	69,550
2030	420,000	122,900	542,900	2030	61,450	2030	61,450
2031	435,000	106,100	541,100	2031	53,050	2031	53,050
2032	445,000	97,400	542,400	2032	48,700	2032	48,700
2033	455,000	88,500	543,500	2033	44,250	2033	44,250
2034	465,000	79,400	544,400	2034	39,700	2034	39,700
2035	475,000	70,100	545,100	2035	35,050	2035	35,050
2036	480,000	60,600	540,600	2036	30,300	2036	30,300
2037	490,000	51,000	541,000	2037	25,500	2037	25,500
2038	500,000	41,200	541,200	2038	20,600	2038	20,600
2039	510,000	31,200	541,200	2039	15,600	2039	15,600
2040	520,000	21,000	541,000	2040	10,500	2040	10,500
2041	530,000	10,600	540,600	2041	5,300	2041	5,300
	<u>7,600,000</u>	<u>1,625,500</u>	<u>9,225,500</u>		<u>812,750</u>		<u>812,750</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Long-Term Debt Requirements**

**General Obligation Refunding Alternate Revenue Source Bonds of 2022**

**April 30, 2024**

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Date of Issue	January 6, 2022
Date of Maturity	December 1, 2025
Authorized Issue	\$5,170,000
Denomination of Bonds	\$5,000
Interest Rate	1.142%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2025	\$ 1,300,000	29,920	1,329,920	2025	14,960	2025	14,960
2026	1,320,000	15,074	1,335,074	2026	7,537	2026	7,537
	<u>2,620,000</u>	<u>44,994</u>	<u>2,664,994</u>		<u>22,497</u>		<u>22,497</u>
Governmental	510,000	8,736	518,736		14,283		14,475
Business-Type	<u>2,110,000</u>	<u>36,258</u>	<u>2,146,258</u>		<u>59,020</u>		<u>59,812</u>
	<u>2,620,000</u>	<u>44,994</u>	<u>2,664,994</u>		<u>73,303</u>		<u>74,287</u>

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bonds of 2023A

April 30, 2024

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Date of Issue	August 2, 2023
Date of Maturity	December 30, 2053
Authorized Issue	\$9,985,000
Denomination of Bonds	\$5,000
Interest Rates	4.38% to 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements			Interest Due on			
	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2025	\$ 150,000	451,844	601,844	2025	225,922	2025	225,922
2026	165,000	444,344	609,344	2026	222,172	2026	222,172
2027	170,000	436,094	606,094	2027	218,047	2027	218,047
2028	180,000	427,594	607,594	2028	213,797	2028	213,797
2029	190,000	418,534	608,534	2029	209,267	2029	209,267
2030	200,000	409,134	609,134	2030	204,567	2030	204,567
2031	210,000	399,094	609,094	2031	199,547	2031	199,547
2032	220,000	388,594	608,594	2032	194,297	2032	194,297
2033	230,000	377,594	607,594	2033	188,797	2033	188,797
2034	240,000	366,094	606,094	2034	183,047	2034	183,047
2035	260,000	354,094	614,094	2035	177,047	2035	177,047
2036	270,000	341,094	611,094	2036	170,547	2036	170,547
2037	280,000	327,594	607,594	2037	163,797	2037	163,797
2038	295,000	313,594	608,594	2038	156,797	2038	156,797
2039	305,000	298,844	603,844	2039	149,422	2039	149,422
2040	325,000	283,594	608,594	2040	141,797	2040	141,797
2041	340,000	270,594	610,594	2041	135,297	2041	135,297
2042	350,000	256,994	606,994	2042	128,497	2042	128,497
2043	365,000	241,944	606,944	2043	120,972	2043	120,972
2044	385,000	226,248	611,248	2044	113,124	2044	113,124
2045	400,000	209,694	609,694	2045	104,847	2045	104,847
2046	415,000	192,694	607,694	2046	96,347	2046	96,347
2047	435,000	175,056	610,056	2047	87,528	2047	87,528
2048	450,000	156,568	606,568	2048	78,284	2048	78,284
2049	470,000	137,444	607,444	2049	68,722	2049	68,722
2050	490,000	117,468	607,468	2050	58,734	2050	58,734
2051	515,000	96,032	611,032	2051	48,016	2051	48,016
2052	535,000	73,500	608,500	2052	36,750	2052	36,750
2053	560,000	50,094	610,094	2053	25,047	2053	25,047
2054	585,000	25,594	610,594	2054	12,797	2054	12,797
	<u>9,985,000</u>	<u>8,267,658</u>	<u>18,252,658</u>		<u>4,133,829</u>		<u>3,282,661</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Consolidated Year-End Financial Report**

**April 30, 2024**

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CSFA #	Program Name	State	Federal	Other	Totals
420-00-1758	Site Improvement	\$ 100,000	-	-	100,000
494-00-1000	Illinois Transportation Enhancement Program	4,151	-	-	4,151
494-10-0343	State and Community Highway Safety/ National Priority Safety Program	81,042	-	-	81,042
569-00-3150	I:ETSB - Officer Recruitment and Retention Grant Program	36,700	-	-	36,700
	Other Federal Expenditures	-	487,977	-	487,977
	Totals	221,893	487,977	-	709,870

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## **STATISTICAL SECTION (Unaudited)**

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

### Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

### Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue sources.

### Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

### Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

### Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Net Position by Component - Last Ten Fiscal Years\***  
**April 30, 2024 (Unaudited)**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Net Position by Component - Last Ten Fiscal Years\***  
**April 30, 2024 (Unaudited)**

	2015	2016	2017
<b>Governmental Activities</b>			
Net Investment in Capital Assets	\$ 66,706,243	70,624,870	74,001,408
Restricted	2,744,103	3,064,646	2,634,940
Unrestricted (Deficit)	3,328,570	(6,321,934)	(6,198,767)
Total Governmental Activities Net Position	<u>72,778,916</u>	<u>67,367,582</u>	<u>70,437,581</u>
<b>Business-Type Activities</b>			
Net Investment in Capital Assets	46,482,812	49,232,266	53,490,328
Restricted	-	-	-
Unrestricted	1,891,407	2,346,622	3,158,076
Total Business-Type Activities Net Position	<u>48,374,219</u>	<u>51,578,888</u>	<u>56,648,404</u>
<b>Primary Government</b>			
Net Investment in Capital Assets	113,189,055	119,857,136	127,491,736
Restricted	2,744,103	3,064,646	2,634,940
Unrestricted (Deficit)	5,219,977	(3,975,312)	(3,040,691)
Total Primary Government Net Position	<u>121,153,135</u>	<u>118,946,470</u>	<u>127,085,985</u>

\* Accrual Basis of Accounting

Data Source: City Records

Note: The City implemented GASB Statement No. 68 for the year ended April 30, 2016.

2018	2019	2020	2021	2022	2023	2024
83,186,083	83,800,089	86,397,801	90,458,186	93,931,218	98,268,934	103,037,022
1,992,274	1,741,515	1,862,586	2,083,335	7,859,306	1,489,514	1,835,613
(8,300,460)	(7,317,467)	(8,257,280)	(6,122,164)	(5,482,448)	2,772,833	5,523,815
<u>76,877,897</u>	<u>78,224,137</u>	<u>80,003,107</u>	<u>86,419,357</u>	<u>96,308,076</u>	<u>102,531,281</u>	<u>110,396,450</u>
57,257,183	58,098,381	55,429,397	58,409,514	60,848,375	67,055,941	73,839,911
-	-	-	-	-	-	6,352,814
4,884,605	6,235,797	12,763,017	12,920,276	12,983,636	14,560,058	8,056,666
<u>62,141,788</u>	<u>64,334,178</u>	<u>68,192,414</u>	<u>71,329,790</u>	<u>73,832,011</u>	<u>81,615,999</u>	<u>88,249,391</u>
140,443,266	141,898,470	141,827,198	148,867,700	154,779,593	165,324,875	176,876,933
1,992,274	1,741,515	1,862,586	2,083,335	7,859,306	1,489,514	8,188,427
(3,415,855)	(1,081,670)	4,505,737	6,798,112	7,501,188	17,332,891	13,580,481
<u>139,019,685</u>	<u>142,558,315</u>	<u>148,195,521</u>	<u>157,749,147</u>	<u>170,140,087</u>	<u>184,147,280</u>	<u>198,645,841</u>

UNITED CITY OF YORKVILLE, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years\*  
April 30, 2024 (Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022 **	2023	2024
<b>Expenses</b>										
<b>Governmental Activities</b>										
General Government	\$ 4,075,153	4,533,840	4,467,831	3,976,577	5,023,227	6,213,208	5,960,831	4,822,508	5,317,707	5,868,797
Public Safety	4,393,482	6,073,977	6,053,696	5,689,480	6,008,959	6,526,618	982,014	1,017,179	1,196,127	1,211,510
Community Development	592,588	649,507	734,317	629,894	869,044	816,350	2,513,280	2,471,380	3,264,494	3,629,980
Public Works	3,140,446	3,955,539	4,450,509	6,236,169	4,124,935	4,874,549	5,733,468	5,893,447	6,348,333	6,134,366
Library	930,024	877,154	930,739	941,123	974,154	1,017,437	828,098	1,044,496	1,310,456	1,266,989
Parks and Recreation	2,381,698	2,225,512	2,003,935	2,432,818	2,963,434	2,678,769	5,097,124	5,545,928	7,360,959	10,699,654
Interest on Long-Term Debt	611,243	540,506	570,061	536,177	500,169	464,883	409,695	627,947	495,196	429,091
<b>Total Governmental Activities Expenses</b>	<b>16,124,634</b>	<b>18,856,035</b>	<b>19,211,088</b>	<b>20,442,238</b>	<b>20,463,922</b>	<b>22,591,814</b>	<b>21,524,510</b>	<b>21,422,885</b>	<b>25,293,272</b>	<b>29,240,387</b>
<b>Business-Type Activities</b>										
Water	2,792,755	3,257,504	3,251,836	3,271,956	3,256,582	1,762,508	1,740,041	1,632,962	1,530,640	1,565,365
Sewer	1,704,058	1,789,770	1,701,742	1,806,076	1,589,599	3,271,485	3,405,189	3,630,501	3,527,398	6,790,035
<b>Total Business-Type Activities Expenses</b>	<b>4,496,813</b>	<b>5,047,274</b>	<b>4,953,578</b>	<b>5,078,032</b>	<b>4,846,181</b>	<b>5,033,993</b>	<b>5,145,230</b>	<b>5,263,463</b>	<b>5,058,038</b>	<b>8,355,400</b>
<b>Total Primary Government Expenses</b>	<b>20,621,447</b>	<b>23,903,309</b>	<b>24,164,666</b>	<b>25,520,270</b>	<b>25,310,103</b>	<b>27,625,807</b>	<b>26,669,740</b>	<b>26,686,348</b>	<b>30,351,310</b>	<b>37,595,787</b>
<b>Program Revenues</b>										
<b>Governmental Activities</b>										
<b>Charges for Services</b>										
General Government	2,885,990	3,072,590	3,222,388	3,629,476	3,798,007	3,637,639	5,246,355	3,508,715	4,053,221	5,147,139
Public Works	-	-	-	-	-	-	-	1,182,864	1,712,703	1,949,071
Library	44,522	53,372	71,213	123,156	125,800	129,530	113,930	121,557	157,208	187,233
Parks and Recreation	352,714	408,469	455,675	453,466	579,155	527,941	357,208	549,231	695,128	781,652
Operating Grants/Contributions	943,410	774,856	610,480	694,321	854,662	888,037	3,037,020	2,834,644	2,709,423	1,254,092
Capital Grants/Contributions	768,423	3,317,330	3,814,671	6,448,555	1,011,418	3,270,712	1,815,564	1,131,958	29,777	5,165,477
<b>Total Governmental Activities Program Revenues</b>	<b>4,995,059</b>	<b>7,626,617</b>	<b>8,174,427</b>	<b>11,348,974</b>	<b>6,369,042</b>	<b>8,453,859</b>	<b>10,570,077</b>	<b>9,328,969</b>	<b>9,357,460</b>	<b>14,484,664</b>
<b>Business-Type Activities</b>										
<b>Charges for Services</b>										
Water	2,626,114	3,624,374	4,127,783	4,655,750	4,557,352	4,440,881	1,731,961	1,714,066	1,919,429	2,281,060
Sewer	1,186,389	1,388,258	1,390,806	1,688,339	1,552,159	1,601,247	5,062,645	4,944,694	5,926,857	6,760,108
Operating Grants/Contributions	-	-	-	-	-	-	-	-	-	325,000
Capital Grants/Contributions	6,805	2,029,848	3,257,187	3,945,565	-	1,994,526	1,124,323	340,549	-	2,817,191
<b>Total Business-Type Activities Program Revenues</b>	<b>3,819,308</b>	<b>7,042,480</b>	<b>8,775,776</b>	<b>10,289,654</b>	<b>6,109,511</b>	<b>8,036,654</b>	<b>7,918,929</b>	<b>6,999,309</b>	<b>7,846,286</b>	<b>12,183,359</b>
<b>Total Primary Government Program Revenues</b>	<b>8,814,367</b>	<b>14,669,097</b>	<b>16,950,203</b>	<b>21,638,628</b>	<b>12,478,553</b>	<b>16,490,513</b>	<b>18,489,006</b>	<b>16,328,278</b>	<b>17,203,746</b>	<b>26,668,023</b>

	2015	2016	2017	2018	2019	2020	2021	2022 **	2023	2024
Net (Expense) Revenue										
Governmental Activities	\$ (11,129,575)	(11,229,418)	(11,036,661)	(9,093,264)	(14,094,880)	(14,137,955)	(10,954,433)	(12,093,916)	(15,935,812)	(14,755,723)
Business-Type Activities	(677,505)	1,995,206	3,822,198	5,211,622	1,263,330	3,002,661	2,773,699	1,735,846	2,788,248	3,827,959
Total Primary Government Net (Expense) Revenue	<u>(11,807,080)</u>	<u>(9,234,212)</u>	<u>(7,214,463)</u>	<u>(3,881,642)</u>	<u>(12,831,550)</u>	<u>(11,135,294)</u>	<u>(8,180,734)</u>	<u>(10,358,070)</u>	<u>(13,147,564)</u>	<u>(10,927,764)</u>
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	4,850,981	4,901,983	4,899,485	4,925,489	5,041,762	5,195,891	5,248,398	5,544,463	5,807,376	6,128,807
Sales	4,782,712	4,904,967	5,200,763	5,327,756	5,429,231	5,635,945	6,341,989	7,933,942	8,374,887	8,677,399
Income	1,735,422	1,715,155	1,602,410	1,640,291	1,966,699	1,870,977	2,470,986	3,175,556	3,355,846	3,587,615
Utility	1,600,296	1,585,758	1,615,153	1,587,270	1,647,511	1,545,821	1,527,572	1,707,542	1,783,647	1,580,499
Other	1,127,859	1,265,439	1,331,191	1,445,549	1,600,502	1,652,074	1,668,294	2,173,425	2,515,864	2,458,998
Investment Income (Loss)	(176,911)	9,828	30,481	85,356	154,071	239,155	15,488	(24,510)	475,624	924,674
Miscellaneous	1,736,079	761,857	561,229	705,968	1,494,246	456,998	376,595	2,096,524	1,550,338	433,250
Transfers	(1,133,972)	(1,134,654)	(1,134,052)	(184,099)	(921,615)	(679,936)	(278,639)	(624,307)	(1,704,565)	(1,170,350)
Total Governmental Activities	<u>14,522,466</u>	<u>14,010,333</u>	<u>14,106,660</u>	<u>15,533,580</u>	<u>16,412,407</u>	<u>15,916,925</u>	<u>17,370,683</u>	<u>21,982,635</u>	<u>22,159,017</u>	<u>22,620,892</u>
Business-Type Activities										
Taxes										
Other	-	-	-	-	-	-	-	-	-	241,229
Investment Income (Loss)	11,206	6,685	13,623	36,002	28,777	67,934	1,777	(24,493)	101,381	582,931
Miscellaneous	174,404	64,678	99,643	61,661	84,652	107,705	83,261	166,561	3,189,794	810,923
Transfers	1,133,972	1,134,654	1,134,052	184,099	921,615	679,936	278,639	624,307	1,704,565	1,170,350
Total Business-Type Activities	<u>1,319,582</u>	<u>1,206,017</u>	<u>1,247,318</u>	<u>281,762</u>	<u>1,035,044</u>	<u>855,575</u>	<u>363,677</u>	<u>766,375</u>	<u>4,995,740</u>	<u>2,805,433</u>
Total Primary Government	<u>15,842,048</u>	<u>15,216,350</u>	<u>15,353,978</u>	<u>15,815,342</u>	<u>17,447,451</u>	<u>16,772,500</u>	<u>17,734,360</u>	<u>22,749,010</u>	<u>27,154,757</u>	<u>25,426,325</u>
Changes in Net Position										
Governmental Activities	3,392,891	2,780,915	3,069,999	6,440,316	2,317,527	1,778,970	6,416,250	9,888,719	6,223,205	7,865,169
Business-Type Activities	642,077	3,201,223	5,069,516	5,493,384	2,298,374	3,858,236	3,137,376	2,502,221	7,783,988	6,633,392
Total Primary Government	<u>4,034,968</u>	<u>5,982,138</u>	<u>8,139,515</u>	<u>11,933,700</u>	<u>4,615,901</u>	<u>5,637,206</u>	<u>9,553,626</u>	<u>12,390,940</u>	<u>14,007,193</u>	<u>14,498,561</u>

\* Accrual Basis of Accounting

\*\* In 2022, expenses related to non-capital costs in the Citywide Capital Projects Fund were moved from the General Government function to the Public Works function.

Data Source: City Records

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Fund Balances of Governmental Funds - Last Ten Fiscal Years\***  
**April 30, 2024 (Unaudited)**

	2015	2016	2017
General Fund			
Nonspendable	\$ 145,012	138,312	150,464
Restricted	984,526	1,216,288	984,514
Unassigned	3,696,520	4,337,106	5,079,111
Total General Fund	<u>4,826,058</u>	<u>5,691,706</u>	<u>6,214,089</u>
All Other Governmental Funds			
Nonspendable	33,284	37,376	37,664
Restricted	1,767,419	1,848,358	1,650,426
Committed	537,853	480,034	421,586
Assigned	4,788,775	3,004,149	1,625,937
Unassigned	(624,928)	(584,901)	(511,528)
Total All Other Governmental Funds	<u>6,502,403</u>	<u>4,785,016</u>	<u>3,224,085</u>
Total All Governmental Funds	<u><u>11,328,461</u></u>	<u><u>10,476,722</u></u>	<u><u>9,438,174</u></u>

\* Modified Accrual Basis of Accounting

Data Source: City Records

2018	2019	2020	2021	2022	2023	2024
83,305	85,744	63,193	152,003	162,600	171,778	214,778
726,019	458,685	203,874	-	-	-	-
5,687,049	6,335,394	7,244,993	9,020,351	10,464,500	10,824,829	11,102,733
6,496,373	6,879,823	7,512,060	9,172,354	10,627,100	10,996,607	11,317,511
16,392	18,266	13,515	38,268	51,745	51,250	53,693
1,266,255	1,282,830	1,658,712	2,083,335	7,859,306	1,730,600	1,835,613
467,816	435,216	398,488	43,801	-	-	-
743,997	1,125,471	1,099,847	1,605,360	6,941,081	8,064,486	10,261,600
(1,441,197)	(1,260,507)	(2,469,332)	(2,716,429)	(2,871,244)	(2,789,972)	(2,746,239)
1,053,263	1,601,276	701,230	1,054,335	11,980,888	7,056,364	9,404,667
7,549,636	8,481,099	8,213,290	10,226,689	22,607,988	18,052,971	20,722,178

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years\*  
April 30, 2024 (Unaudited)**

	2015	2016	2017
<b>Revenues</b>			
Taxes	\$ 11,830,762	12,103,254	12,466,013
Intergovernmental	3,312,823	3,180,626	3,343,533
Licenses, Permits and Fees	379,242	493,619	706,782
Charges for Services	2,749,195	2,897,718	2,888,281
Fines and Forfeitures	154,789	143,094	154,213
Investment Income (Loss)	(176,911)	9,828	30,481
Miscellaneous	1,736,079	761,857	561,229
<b>Total Revenues</b>	<b>19,985,979</b>	<b>19,589,996</b>	<b>20,150,532</b>
<b>Expenditures</b>			
General Government	3,910,635	3,928,055	4,293,081
Public Safety	4,337,573	4,689,129	4,907,384
Community Development	592,588	649,507	734,317
Public Works	2,361,827	2,460,192	2,344,878
Library	748,905	694,441	748,026
Parks and Recreation	2,041,792	1,803,333	1,936,083
Capital Outlay	3,285,489	3,653,071	3,656,703
Debt Service			
Principal Retirement	844,112	1,040,880	1,149,185
Interest and Fiscal Charges	496,090	604,406	563,433
<b>Total Expenditures</b>	<b>18,619,011</b>	<b>19,523,014</b>	<b>20,333,090</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>1,366,968</b>	<b>66,982</b>	<b>(182,558)</b>
<b>Other Financing Sources (Uses)</b>			
Disposal of Capital Assets	-	48,446	278,062
Debt Issuance	6,670,678	1,627,183	-
Bond Premium/(Discount)	119,680	122,288	-
Payment to Escrow Agent	(2,359,115)	(1,581,984)	-
Transfers In	1,375,448	1,326,090	1,524,658
Transfers Out	(2,509,420)	(2,460,744)	(2,658,710)
	<b>3,297,271</b>	<b>(918,721)</b>	<b>(855,990)</b>
<b>Net Change in Fund Balances</b>	<b>4,664,239</b>	<b>(851,739)</b>	<b>(1,038,548)</b>
<b>Debt Service as a Percentage of Noncapital Expenditures</b>	<b>9.497%</b>	<b>10.293%</b>	<b>9.793%</b>

\* Modified Accrual Basis of Accounting

\*\* In 2022, expenses related to non-capital costs in the Citywide Capital Projects Fund were moved from the General Government function to the Public Works function.

Data Source: City Records

2018	2019	2020	2021	2022**	2023	2024
12,662,678	12,995,856	13,211,204	13,838,886	16,424,479	17,394,073	17,841,646
3,164,026	4,279,863	3,620,336	6,464,863	6,954,683	7,182,747	6,089,054
1,016,223	1,208,345	1,128,865	1,475,431	1,296,907	1,770,684	2,098,831
3,047,606	3,176,017	3,078,023	4,125,547	3,854,197	4,732,776	5,847,268
142,269	118,600	88,222	116,515	211,263	114,800	118,996
85,356	154,071	239,155	15,488	(24,510)	475,624	924,674
705,968	1,494,246	445,275	362,668	2,096,524	1,550,338	433,250
20,824,126	23,426,998	21,811,080	26,399,398	30,813,543	33,221,042	33,353,719
5,036,599	4,946,923	5,921,054	7,752,809	5,264,752	5,615,583	5,892,901
5,302,038	5,356,149	5,818,063	5,686,873	6,019,369	6,194,360	6,646,308
629,894	869,044	816,350	828,098	1,154,892	1,312,006	1,266,989
2,223,750	2,288,047	2,337,032	2,990,739	3,224,616	3,996,927	4,806,948
758,411	791,441	834,724	799,301	834,944	1,014,370	1,025,240
2,632,896	2,562,757	2,224,304	2,478,660	2,381,042	2,978,143	3,291,804
5,037,740	2,782,137	1,516,238	1,618,216	6,534,677	12,564,376	5,044,661
1,195,669	1,462,304	1,485,368	1,540,392	1,597,659	2,061,812	1,792,863
514,068	515,118	474,199	426,199	616,595	565,952	495,414
23,331,065	21,573,920	21,427,332	24,121,287	27,628,546	36,303,529	30,263,128
(2,506,939)	1,853,078	383,748	2,278,111	3,184,997	(3,082,487)	3,090,591
2,500	-	11,723	13,927	35,598	100,851	748,966
800,000	-	548,273	-	9,260,000	131,184	-
-	-	-	-	525,011	-	-
-	-	(531,617)	-	-	-	-
2,753,031	2,213,618	2,023,602	3,384,573	8,729,848	6,323,350	5,113,365
(2,937,130)	(3,135,233)	(2,703,538)	(3,663,212)	(9,354,155)	(8,027,915)	(6,283,715)
618,401	(921,615)	(651,557)	(264,712)	9,196,302	(1,472,530)	(421,384)
(1,888,538)	931,463	(267,809)	2,013,399	12,381,299	(4,555,017)	2,669,207
9.228%	10.629%	9.769%	9.673%	10.624%	10.837%	8.525%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Assessed Value and Actual Value of Taxable Property - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

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Fiscal Year	Tax Levy Year	Residential Property	Farm	Commercial Property
2015	2014	\$ 310,655,449	\$ 2,743,283	\$ 90,744,145
2016	2015	320,914,471	2,861,401	84,529,087
2017	2016	354,408,067	2,963,511	84,099,111
2018	2017	386,855,913	3,083,218	83,975,023
2019	2018	416,780,620	3,202,140	83,874,064
2020	2019	450,745,939	3,259,791	83,974,878
2021	2020	484,024,398	3,360,133	79,649,698
2022	2021	524,668,429	3,524,082	79,815,145
2023	2022	599,625,774	3,936,704	80,620,321
2024	2023	694,598,716	4,209,199	87,102,531

Data Source: Office of the County Clerk

Note: Property is assess at 33% of actual value.

Industrial Property	Railroad Property	Total Taxable Assessed Value	Estimated Actual Value of Taxable Property	Total Direct Tax Rate
\$ 12,668,201	\$ 17,328	\$ 416,828,406	\$ 1,250,485,218	0.7581
13,000,039	17,329	421,322,327	1,263,966,981	0.7361
14,944,561	17,328	456,432,578	1,369,297,734	0.6795
15,349,880	17,328	489,281,362	1,467,844,086	0.6471
15,386,433	60,243	519,303,500	1,557,910,500	0.6242
15,509,884	89,004	553,579,496	1,660,738,488	0.6029
15,586,411	75,859	582,696,499	1,748,089,497	0.5880
15,512,284	77,628	623,597,568	1,870,792,704	0.5710
15,925,318	90,328	700,198,445	2,100,595,335	0.5377
16,551,850	101,044	802,563,340	2,407,690,020	0.4921

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Principal Property Taxpayers - Current Tax Levy Year and Nine Tax Levy Years Ago  
April 30, 2024 (Unaudited)**

Taxpayer	2023 Tax Levy			2014 Tax Levy		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Wrigley Manufacturing Co., LLC	\$ 4,903,500	1	0.62%	\$ 2,706,507	6	0.65%
Yorkville Marketplace LLC	4,083,421	2	0.51%	3,968,109	3	0.95%
Yorkville Apartments Holdings LLC	3,660,313	3	0.46%	2,254,626	9	0.54%
Menards, Inc	3,142,482	4	0.40%	7,568,892	1	1.82%
Rainy Properties LLC	2,834,172	5	0.36%			
Cedarhurst of Yorkville Real Estate LLC	2,583,290	6	0.32%			
Yorkville MODA I LLC	2,244,162	7	0.28%			
Fox River Essential Housing LLC	2,101,032	8	0.26%	2,341,056	7	0.56%
Target Corporation	1,995,001	9	0.25%	3,092,795	5	0.74%
Alliance Development Corporation	1,959,751	10	0.25%			
Bank of America				5,152,419	2	1.24%
Copley Ventures, Inc.				3,726,607	4	0.89%
Boombah Properties LLC				2,269,648	8	0.54%
Prime Yorkville LLC				1,805,566	10	0.43%
	<u>29,507,124</u>		<u>3.71%</u>	<u>34,886,225</u>		<u>8.36%</u>

Data Source: Office of the County Clerk

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years  
April 30, 2024 (Unaudited)**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years  
April 30, 2024 (Unaudited)**

	2014	2015	2016
<b>City Direct Rates</b>			
Corporate	0.2503	0.2380	0.2197
Bonds and Interest	0.0397	0.0113	-
IMRF	0.1080	-	-
Police Protection	0.0840	0.2407	0.1999
Police Pension	0.1694	0.1959	0.2117
Audit	0.0072	0.0069	0.0066
Liability Insurance	0.0096	0.0091	0.0088
Social Security	0.0720	0.0342	0.0329
School Crossing Guard	0.0060	-	-
Revenue Recapture	-	-	-
Unemployment Insurance	0.0120	-	-
<b>Total Direct Rates</b>	<b>0.7581</b>	<b>0.7361</b>	<b>0.6795</b>
<b>Overlapping Rates</b>			
Kendall County	0.8085	0.7909	0.7477
Kendall County Forest Preserve	0.1826	0.1787	0.1755
Bristol Township	0.4172	0.3960	0.3408
Bristol - Kendall Fire District	0.8041	0.8077	0.7592
Yorkville Community Unit School District #115	7.7083	7.8713	7.5634
Waubonsee Community College District #516	0.5973	0.5885	0.5601
Yorkville Public Library	0.3299	0.3287	0.3080
<b>Total Overlapping Rates</b>	<b>10.8479</b>	<b>10.9618</b>	<b>10.4547</b>
<b>Total Direct and Overlapping Rates</b>	<b>11.6060</b>	<b>11.6979</b>	<b>11.1342</b>

Data Source: Office of the County Clerk

Notes:

- (1) Rates are per \$100 of Assessed Value.
- (2) Representative tax rates for other government units are from Bristol Township

2017	2018	2019	2020	2021	2022	2023
0.2049	0.1931	0.1811	0.1694	0.1579	0.1417	0.1239
-	-	-	-	-	-	-
-	-	-	-	-	-	-
0.2003	0.1709	0.1562	0.1484	0.1596	0.1625	0.1597
0.1969	0.2140	0.2223	0.2291	0.2141	0.1984	0.1744
0.0061	0.0057	0.0054	0.0052	0.0048	0.0043	0.0038
0.0082	0.0077	0.0072	0.0069	0.0064	0.0058	0.0050
0.0307	0.0289	0.0271	0.0258	0.0241	0.0216	0.0189
-	0.0039	0.0036	0.0034	0.0032	0.0029	0.0025
-	-	-	-	0.0009	0.0006	0.0004
-	-	-	-	-	-	-
0.6471	0.6242	0.6029	0.5880	0.5710	0.5377	0.4921
0.7088	0.6728	0.6409	0.6232	0.6016	0.5908	0.5671
0.1752	0.1503	0.1542	0.1582	0.1620	0.1476	0.1426
0.2787	0.2618	0.0952	0.0912	0.1535	0.1412	0.1280
0.7425	0.7300	0.7202	0.7159	0.7050	0.6988	0.6716
7.3444	7.1852	7.0338	6.9567	6.7867	6.6524	6.2178
0.5514	0.5413	0.5273	0.4378	0.4698	0.4642	0.4515
0.2994	0.2892	0.2829	0.2775	0.2678	0.2553	0.2350
10.1004	9.8306	9.4545	9.2605	9.1465	8.9502	8.4135
10.7475	10.4548	10.0574	9.8485	9.7175	9.4879	8.9056

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Property Tax Levies and Collections - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years***	Total Collections to Date **	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2015	2013*	\$ 3,250,204	\$ 3,234,448	99.52%	-	\$ 3,234,448	99.52%
2016	2014*	3,159,892	3,146,278	99.57%	-	3,146,278	99.57%
2017	2015*	3,101,185	3,071,484	99.04%	-	3,071,484	99.04%
2018	2016	3,101,322	3,093,892	99.76%	-	3,093,892	99.76%
2019	2017	3,165,651	3,149,635	99.49%	-	3,149,635	99.49%
2020	2018	3,241,457	3,231,926	99.71%	-	3,231,926	99.71%
2021	2019	3,337,703	3,327,913	99.71%	-	3,327,913	99.71%
2022	2020	3,426,430	3,415,461	99.68%	-	3,415,461	99.68%
2023	2021	3,560,742	3,552,451	99.77%	-	3,552,451	99.77%
2024	2022	3,737,343	3,708,527	99.23%	-	3,708,527	99.23%

Data Source: Office of the County Treasurer

\* The 2013, 2014 and 2015 tax levy extended amounts include bonds and interest in the amount of \$334,816, \$165,564 & \$47,525, respectively, that were previously abated.

\*\* Includes property taxes collected in the current year that may be attributable to prior years. These collections, if any, are immaterial as 99% or greater of the current year's tax levy has historically been collected during the respective fiscal year. Additionally, information to associate any non-current tax collections to a specific tax levy is not readily available.

\*\*\* Information for collections in subsequent years is unavailable.

Note: Property in the City is reassessed each year. Property is assessed at 33% of actual value.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Estimate of Taxable Sales by Category - Last Ten Calendar Years  
April 30, 2024 (Unaudited)**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Estimate of Taxable Sales by Category - Last Ten Calendar Years  
April 30, 2024 (Unaudited)**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
General Merchandise	\$ 593,361	608,996	597,618
Food	289,897	385,034	377,825
Drinking and Eating Places	299,300	332,752	376,762
Apparel	87,834	95,975	99,354
Furniture & H.H. & Radio	2,710	2,597	2,373
Lumber, Building Hardware	446,440	470,357	510,521
Automobile and Filling Stations	146,062	160,717	188,830
Drugs and Miscellaneous Retail	566,665	362,225	506,123
Agriculture and All Others	161,114	232,923	135,378
Manufacturers	<u>90,998</u>	<u>102,011</u>	<u>116,723</u>
Total	<u>2,684,381</u>	<u>2,753,587</u>	<u>2,911,507</u>
City Direct Sales Tax Rate	<u>1.00%</u>	<u>1.00%</u>	<u>1.00%</u>

Data Source: Illinois Department of Revenue - Local Tax Allocation Division

Data available for calendar year only.

2017	2018	2019	2020	2021	2022	2023
581,090	596,620	565,194	553,360	672,669	673,531	674,449
417,028	452,298	485,658	522,083	552,205	621,989	625,838
401,725	413,204	429,128	454,292	606,299	595,743	679,045
94,459	99,121	49,305	34,163	65,116	73,247	75,028
1,590	1,902	1,150	891	6,702	11,409	13,444
539,760	558,358	592,844	745,531	802,407	789,516	814,628
187,127	220,232	251,785	295,001	358,029	428,416	394,573
487,129	484,825	527,795	554,512	1,010,887	979,753	1,118,190
213,964	219,283	239,758	221,374	251,437	333,121	385,852
36,167	30,503	30,270	32,510	45,663	57,179	28,555
2,960,039	3,076,346	3,172,887	3,413,717	4,371,414	4,563,903	4,809,602
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

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Fiscal Year	State Sales Tax	Local Sales Tax to City	City Non-Home Rule Sales Tax	County Sales Tax	County Public Safety Property	Total Sales Tax Rate
2015	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2016	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2017	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2018	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2019	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2020	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2021	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2022	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2023	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2024	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%

Data Source: Illinois Department of Revenue

The above tax rates are for General Merchandise.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Ratios of Outstanding Debt by Type - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

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**See Following Page**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Ratios of Outstanding Debt by Type - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

Fiscal Year	Governmental Activities				General Obligation and Alternative Revenue Source Bonds
	General Obligation and Alternative Revenue Source Bonds	Notes Payable	Other Commitments	Leases	
2015	\$ 16,120,000	\$ 901,907	\$ 1,890	\$ -	\$ 15,700,000
2016	15,325,990	938,210	1,890	-	18,555,000
2017	14,252,531	820,482	1,890	-	20,613,544
2018	13,138,403	1,500,822	1,890	-	18,605,065
2019	11,967,952	1,170,850	1,890	-	16,503,368
2020	10,718,207	926,655	1,890	-	13,685,179
2021	9,406,558	673,426	1,890	-	10,841,111
2022	17,781,130	418,222	1,890	-	8,455,165
2023	15,753,886	360,972	-	93,046	6,048,561
2024	13,986,603	301,625	-	71,245	14,621,081

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

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Business-Type Activities

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Debt Certificates	IEPA Loans Payable	Other Commitments	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
\$ 5,865,000	\$ 1,694,504	\$ 1,942,898	\$ 42,226,199	8.72%	\$ 2,325
5,220,000	1,504,138	2,000,619	43,545,847	8.38%	2,360
1,230,000	1,308,862	2,061,951	40,289,260	7.61%	2,139
1,010,000	1,108,550	2,126,965	37,491,695	6.95%	1,971
580,000	903,070	2,194,902	33,322,032	5.82%	1,656
445,000	745,816	2,272,473	28,795,220	4.75%	1,397
305,000	638,766	2,386,097	24,252,848	3.81%	1,126
155,000	529,024	2,505,402	29,845,833	4.53%	1,386
-	416,520	2,655,402	25,328,387	3.70%	1,063
-	301,186	2,617,902	31,899,642	4.46%	1,292

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

Fiscal Year	General Obligation and Alternative Revenue Source Bonds	Less: Amounts Available in Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2015	\$ 31,820,000	\$ -	\$ 31,820,000	7.63%	\$ 1,752
2016	33,880,990	-	33,880,990	8.04%	1,836
2017	34,866,075	-	34,866,075	7.64%	1,851
2018	31,743,468	-	31,743,468	6.49%	1,669
2019	28,471,320	-	28,471,320	5.48%	1,415
2020	24,403,386	-	24,403,386	4.41%	1,184
2021	20,247,669	-	20,247,669	3.47%	940
2022	26,236,295	-	26,236,295	4.21%	1,218
2023	21,802,447	-	21,802,447	3.11%	915
2024	28,607,684	-	28,607,684	3.56%	1,159

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistics for personal income and population data.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Direct and Overlapping Governmental Activities Debt  
April 30, 2024 (Unaudited)**

Governmental Unit	(1) Gross Debt	(2) Percentage of Debt Applicable to City *	(3) City's Share of Debt
United City of Yorkville	\$ 14,359,473	100.000%	\$ 14,359,473
Overlapping Debt			
County of Kendall (4)	12,320,000	17.27%	2,128,091
Forest Preserve District of Kendall County	18,065,000	17.27%	3,120,451
Yorkville-Bristol Sanitary District	6,600,000	98.07%	6,472,567
Yorkville Community Unit School District #115	42,435,000	61.59%	26,135,674
Waubonsee Community College District #516	54,315,000	6.12%	3,326,074
Joliet Junior College District #525	89,285,000	0.00%	1,592
Plano Community Unit School District #88	34,780,654	0.52%	179,357
Newark Community Consolidated School District #66	525,000	0.45%	2,359
Total Overlapping Debt	258,325,654		41,366,165
Total Direct and Overlapping Debt	272,685,127		55,725,638

Data Source: Kendall County Tax Extension Department

\* Determined by ratio of assessed valuation of property subject to taxation in the City to valuation of property subject to taxation in overlapping unit.

Notes:

(1) As of August 19, 2024.

(2) Percentages are based on 2023 EAV's, the latest available.

(3) The United City of Yorkville has \$53,384,000 in outstanding non-committal debt which is expected to be from sources other than City revenues.

(4) Includes Public Building Commission.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Legal Debt Margin - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

	2015	2016	2017	2018
Legal Debt Limit	\$ 35,951,450	36,339,051	39,367,310	42,200,517
Total Net Debt Applicable to Limit	14,855,000	13,420,000	6,835,000	6,045,000
Legal Debt Margin	21,096,450	22,919,051	32,532,310	36,155,517
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	41.32%	36.93%	17.36%	14.32%

2019	2020	2021	2022	2023	2024
44,789,927	47,746,232	50,257,573	53,785,290	60,392,116	69,221,088
5,000,000	4,230,000	3,405,000	2,535,000	1,630,000	830,000
39,789,927	43,516,232	46,852,573	51,250,290	58,762,116	68,391,088
11.16%	8.86%	6.78%	4.71%	2.70%	1.20%

Legal Debt Margin Calculation for Fiscal Year 2024

Assessed Value	<u>\$ 802,563,340</u>
Bonded Debt Limit - 8.625% of Assessed Value	69,221,088
Amount of Debt Applicable to Limit	<u>830,000</u>
Legal Debt Margin	<u>68,391,088</u>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Pledged-Revenue Coverage - Last Ten Fiscal Years**

**Governmental Activities  
April 30, 2024 (Unaudited)**

Fiscal Year	Incremental Property/ Property Tax	Municipal Utility Tax	Municipal Sales Tax	Net Available Revenue	Debt Service		Coverage
					Principal	Interest	
2015	\$ 327,984	\$ 418,509	\$ 2,704,651	\$ 3,451,144	\$ 225,000	\$ 56,789	12.25
2016	164,852	393,680	2,778,116	3,336,648	255,000	53,550	10.81
2017	215,360	359,947	2,940,976	3,516,283	270,000	50,150	10.98
2018	198,294	334,595	3,002,133	3,535,022	275,000	44,750	11.06
2019	198,918	329,742	3,070,663	3,599,323	285,000	39,250	11.10
2020	279,643	971,440	3,222,256	4,473,339	290,000	34,025	13.81
2021	222,099	1,010,210	3,617,361	4,849,670	295,000	28,225	15.00
2022	347,161	1,209,606	4,450,012	6,006,779	310,000	19,375	18.24
2023	333,055	1,295,956	4,618,030	6,247,041	320,000	9,798	18.94
2024	348,252	1,139,841	4,873,592	6,361,685	331,716	192,148	12.14

Notes:

Details regarding the City's outstanding debt can be found in the Notes to the Financial Statements.

Series 2014, 2014A and 2015A Bonds are payable from revenues from Sales Taxes and incremental taxes, if any, from the Countryside TIF.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Pledged-Revenue Coverage - Last Ten Fiscal Years**

**Business-Type Activities**

**April 30, 2024 (Unaudited)**

Fiscal Year	Water and Sewer Revenues	Less: Operating Expenses	State Income Tax	Non-Home Rule Sales Tax	Net Available Revenue	Debt Service		Coverage
						Principal	Interest	
2015	\$ 3,646,020	\$ 1,929,555	\$ 1,735,422	\$ 2,078,061	\$ 3,451,887	\$ 1,175,000	\$ 704,410	1.84
2016	4,493,694	2,386,468	1,715,155	2,126,851	5,949,232	1,245,000	624,002	3.18
2017	4,364,434	2,366,493	1,602,410	2,259,787	5,860,138	1,290,000	592,364	3.11
2018	5,642,966	2,570,417	1,640,291	2,325,623	7,038,463	1,878,991	831,200	2.60
2019	5,571,153	2,331,257	1,966,699	2,358,568	7,565,163	1,982,668	719,080	2.80
2020	5,500,876	2,570,624	1,870,977	2,413,689	7,214,918	2,730,483	602,768	2.16
2021	5,798,153	2,669,714	2,470,986	2,724,628	8,324,053	2,787,837	492,459	2.54
2022	6,175,376	2,906,277	3,175,556	3,483,930	9,928,585	6,512,545	457,580	1.42
2023	6,949,201	2,943,789	3,355,846	3,756,857	11,118,115	2,393,576	202,218	4.28
2024	7,482,996	5,837,098	3,587,615	3,803,807	9,037,320	1,508,284	481,388	4.54

Notes:

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Water and Sewer revenues exclude capital contributions and developer donations. Operating expenses do not include depreciation or amortization expenses.

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Demographic and Economic Statistics - Last Ten Calendar Years  
April 30, 2024 (Unaudited)**

Calendar Year	Population (1)	Personal Income (4)	Per Capita Personal Income (4)	Median Age (1)	School Enrollment (2)	Unemployment Rate (3)
2014	18,161	\$ 484,322,292	\$ 50,690	31.6	5,786	6.40%
2015	18,451	519,692,602	54,516	31.6	5,801	4.80%
2016	18,833	529,121,652	55,621	32.3	5,980	5.20%
2017	19,022	539,704,085	58,331	32.3	6,026	4.50%
2018	20,119	572,600,072	61,642	33.7	6,233	3.50%
2019	20,613	605,818,372	64,079	33.7	6,319	3.40%
2020	21,533	636,555,184	67,671	33.3	6,245	8.50%
2021	21,533	658,834,615	70,039	32.7	6,266	5.30%
2022	23,835	684,652,105	72,512	34.5	6,596	4.30%
2023	24,693	715,461,450	75,775	35.4	7,100	4.10%

Data Source:

- (1) U.S. Census Bureau
- (2) Data provided by School District Administrative Offices
- (3) Illinois Department of Employment Security, Economic Information and Analysis
- (4) U.S. Bureau of Economic Analysis: Chicago-Naperville-Elgin Metropolitan Statistical Area

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Principal Employers - Current Calendar Year and Nine Calendar Years Ago  
April 30, 2024 (Unaudited)**

Employer	2024 Calendar Year			2014 Calendar Year		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Wrigley Manufacturing Co.	573	1	2.32%	323	2	1.91%
Raging Waves (Seasonal)	459	2	1.86%	450	1	2.66%
Super Target	278	3	1.13%	180	3	1.06%
Jewel/Osco	190	4	0.77%	130	5	0.77%
Newlywed Foods	140	5	0.57%	115	6	0.68%
Menards Mega Store	132	6	0.53%	140	4	0.83%
Midwest Refrigerated Services	122	7	0.49%			
Home Depot	120	8	0.49%	85	8	0.50%
Wheatland Title	90	9	0.36%	65	9	0.38%
Boombah, Inc	75	10	0.30%	90	7	0.53%
Kohl's				115	6	0.68%
Marshalls				50	10	0.30%
Brenart Eye Clinic				50	10	0.30%
C.J. Insulation				50	10	0.30%
	<u>2,179</u>		<u>8.82%</u>	<u>1,843</u>		<u>10.90%</u>

Data Source: City Records and Illinois Manufacturers Directory.

UNITED CITY OF YORKVILLE, ILLINOIS

**Full-Time and Part-Time Government Employees by Function - Last Ten Fiscal Years**  
**April 30, 2024 (Unaudited)**

	2015	2016	2017
<u>Full Time</u>			
General Government			
Administration	4.0	4.0	4.0
Finance	4.0	4.0	4.0
Community Development	4.0	4.0	4.0
Public Safety			
Police			
Officers	29.0	29.0	29.0
Civilians	3.0	3.0	3.0
Public Works			
Streets	5.3	5.3	5.3
Water	5.3	5.3	5.3
Sewer	3.3	3.3	3.3
Parks & Recreation			
Parks	8.5	6.5	7.5
Recreation	5.5	5.5	5.5
Library	4.0	4.0	4.0
<u>Part Time</u>			
General Government			
Administration	-	1.0	1.0
Community Development	1.0	1.0	3.0
Public Safety			
Police			
Officers	6.0	5.0	5.0
Civilians	9.0	9.0	8.0
Public Works			
Streets	1.0	1.0	1.0
Water	2.0	2.0	1.0
Sewer	-	-	-
Parks & Recreation			
Parks	7.0	7.0	7.0
Recreation	23.0	32.0	35.0
Library	31.0	27.0	28.0
Total	<u>155.9</u>	<u>159.0</u>	<u>163.9</u>

Data Source: City Human Resource Department

2018	2019	2020	2021	2022	2023	2024
5.5	5.5	5.5	5.5	4.5	4.5	4.5
4.0	4.0	4.0	4.0	4.0	4.0	4.0
5.0	6.0	6.0	6.0	7.0	8.3	8.3
30.0	27.0	31.0	32.0	32.0	33.0	33.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0
5.3	5.3	5.3	5.3	7.3	7.6	7.6
5.3	4.3	5.8	5.8	5.8	6.1	5.6
3.3	2.3	3.8	3.8	3.8	3.1	3.6
7.5	8.5	7.5	7.5	9.5	8.0	9.5
6.0	6.0	6.0	5.0	5.0	8.5	9.0
4.0	5.0	5.0	4.0	4.0	6.0	6.0
-	-	-	-	-	-	-
2.0	-	-	-	-	-	-
4.0	3.0	3.0	1.0	1.0	1.0	-
9.0	8.0	10.0	3.0	7.0	7.0	6.0
3.0	-	3.0	-	-	-	-
-	-	1.0	-	-	-	-
-	-	1.0	-	-	-	-
7.0	6.0	6.0	1.0	6.0	3.0	4.0
33.0	33.0	48.0	17.0	48.0	28.0	60.0
24.0	23.0	32.0	22.0	29.0	18.0	18.0
160.9	150.0	187.0	126.0	177.0	149.0	182.0

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Operating Indicators by Function/Program - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

	2015	2016	2017	2018
<b>Police</b>				
Arrests Made	503	466	602	619
Parking Violations	515	655	426	274
Traffic Violations	987	1,252	881	1,022
Reports Taken	1,788	1,911	1,916	2,045
Calls for Service	12,458	13,727	11,953	12,047
<b>Community Development</b>				
Permits Issued	577	681	871	1,003
<b>Public Works</b>				
Street Resurfacing (Miles)	0.65	2.12	6.01	7.51
Snow and Ice Control (Tons of Salt)	1,509	1,490	1,285	1,748
Pothole Repairs (Tons of Asphalt)	442	610	511	218
<b>Water</b>				
Number of Accounts	6,361	6,465	6,644	6,805
Total Annual Consumption (Cubic Feet)	59,385,852	61,736,969	64,208,149	68,062,433
Average Daily Consumption (Cubic Feet)	162,701	169,142	175,913	186,472

\*Police information is presented on a calendar year basis. Operating indicators are through June 2024.

Data Source: Various City Departments

2019	2020	2021	2022	2023	2024
665	401	502	421	500	197 *
170	56	49	175	124	135 *
604	6,053	6,050	5,176	5,320	4,578 *
2,022	2,251	2,504	2,223	2,422	1,167 *
13,043	12,449	13,450	13,538	12,901	8,659 *
980	2,247	1,975	1,519	1,552	2,270
4.39	3.05	2.35	7.87	4.51	4.78
1,730	1,130	1,786	1,885	1,614	1,542
212	202	31	33	119	20
7,038	7,265	7,492	7,913	8,203	8,456
68,173,114	66,979,711	73,117,169	77,527,954	75,269,793	79,138,772
186,776	183,506	200,321	212,405	206,219	216,819

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Capital Asset Statistics by Function/Program - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

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	2015	2016	2017
Public Safety			
Police			
Stations	1	1	1
Patrol Units	22	20	20
Public Works			
Streets (Miles)	84	88	90
Traffic Signals	26	26	26
Storm Sewers (Miles)	83	90	96
Water			
Water Mains (Miles)	68	72	77
Fire Hydrants	1,349	1,415	1,515
Sewer			
Sanitary Sewers (Miles)	60	64	68
Lift Stations	7	7	7

Data Source: Various City Departments

2018	2019	2020	2021	2022	2023	2024
1	1	1	1	1	1	1
22	21	20	22	23	23	23
95	95	138	140	140	116	123
26	26	26	26	26	27	27
106	162	167	167	167	167	167
85	150	151	152	152	151	151
1,645	2,208	2,208	2,215	2,215	2,239	2,239
74	136	136	136	136	138	138
7	7	7	7	7	7	7

**UNITED CITY OF YORKVILLE, ILLINOIS**

**New Permits and Construction Values - Last Ten Fiscal Years  
April 30, 2024 (Unaudited)**

Fiscal Year	Commercial Construction		Residential Construction Single-Family		Residential Construction Multi-Family		Total	
	Permits Issued	Construction Value	Permits Issued	Construction Value	Permits Issued	Construction Value	Permits Issued	Construction Value
2015	10	\$ 38,279,500	72	\$ 13,063,555	-	\$ -	82	\$ 51,343,055
2016	6	1,060,000	98	16,451,049	-	-	104	17,511,049
2017	6	2,361,795	159	28,818,289	-	-	165	31,180,084
2018	10	25,292,000	165	28,598,202	48	2,640,000	223	56,530,202
2019	8	3,626,350	217	34,439,272	5	324,254	230	38,389,876
2020	11	3,992,100	139	20,410,448	34	3,813,608	184	28,216,156
2021	8	1,044,324	272	41,739,549	118	13,588,257	398	56,372,130
2022	7	3,016,607	210	34,888,478	148	18,461,906	365	56,366,991
2023	7	1,680,000	197	34,027,249	141	19,776,340	345	55,483,589
2024	11	79,021,008	273	49,680,329	109	12,910,500	393	141,611,837

Data Source: City Records



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

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – October 8, 2024

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Monica Cisija 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, OCTOBER 8, 2024**

Mayor Purcell called the meeting to order at 7:02 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

Deputy Clerk Cisija called the roll.

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

Staff in attendance at City Hall: City Administrator Olson, Deputy Clerk Cisija, Chief of Police Jensen, Attorney Orr, 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/85064498855?pwd=jbeal9kR3WdSwHTJPLyJWKNHt8DOBx.1>.

The Zoom meeting ID was 850 6449 8855.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Mayor Purcell entertained a motion to table Planning and Zoning Commission #1, Yorkville Renewables Solar, until the October 22, 2024, City Council meeting. So moved by Alderman Plocher; seconded by Alderman Corneils.

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

**PRESENTATIONS**

**Introduction of New Yorkville Police Department Officer –  
Cameron Bonner**

Chief of Police Jensen introduced Cameron Bonner as a new police officer with the Yorkville Police Department. He graduated from Minooka High School in 2016. Cameron attended Joliet Junior College and has an Associate’s Degree in Law Enforcement. He attended Illinois State University where he obtained his Bachelor’s Degree in Criminal Justice Sciences. In April of 2024, Cameron was hired and sworn in and immediately went to the police academy for 16 weeks. He graduated in August. He brings the Yorkville Police Department’s staffing to 33 officers. Cameron was previously a campus safety officer at North Central College. He is joined at tonight’s meeting by his dad, mom, brothers, and his wife.

**Introduction of New Yorkville Police Department  
Community Service Officer – Naily Vargas**

Chief of Police Jensen introduced Naily Vargas as a new Community Service Officer with the Yorkville Police Department. Naily is a 2024 graduate of Plano High School. She is currently attending Aurora University and is majoring in psychology and minoring in criminal justice. She is joined at tonight’s meeting by her dad, mom, and brother. Naily is currently in the field training program and will be assigned to the field operations division upon completion. Some of the comments made, by those who know Naily, include that she is a fantastic student, and she will make a fantastic police officer one day.

**Introduction of New Yorkville Police Department  
Community Service Officer – Tyler Madsen**

Chief of Police Jensen introduced Tyler Madsen as a new Community Service Officer with the Yorkville Police Department. Tyler is a 2023 graduate of Yorkville High School. He is currently attending Waubensee Community College and is majoring in Criminal Justice. He is joined at tonight's meeting by his dad and mom. Tyler is currently assigned to the field operations division and is an acting Community Service Officer training officer. Some of the comments made, by those who know Tyler, include that he is extremely dependable, eager, super friendly, and will make a fantastic police officer with the Yorkville Police Department.

**Introduction of New Parks and Recreation  
Employee – Cayla Pruitt**

Parks and Recreation Director Evans introduced Cayla Pruitt as a new Parks and Recreation employee. She worked part-time throughout the summer but was officially hired on September 30, 2024. Cayla has over 11 years of experience in the Parks and Recreation field as she was a former coordinator with the Winfield Park District. She graduated from Louis University with a degree in Sports Management. Director Evans stated Cayla has outstanding energy and passion for the Parks and Recreation field, and has been a great addition. He looks forward to having Cayla work with Parks and Recreation for many years to come.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**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 09/27/24)
  - \$ 1,294,244.41 (total)
3. Konica Minolta – *approve the Konica Minolta change order in the amount of \$34,582.69 and authorize the Mayor to execute (EDC 2024-71)*

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

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

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**REPORTS**

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**MAYOR'S REPORT**

**Fiscal Year 2025 Computer  
Purchase Order  
(CC 2024-78)**

Mayor Purcell entertained a motion to approve the Fiscal Year 2025 Computer Purchase Order through Paragon Quotes in an amount not to exceed \$30,648.42. So moved by Alderman Transier; seconded by Alderman Tarulis.

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

**Ordinance 2024-51**

**Authorizing the Acquisition of Certain Easements  
for the Construction of Water Mains  
(SOO Green and Yorkville Nexus, LLC)  
(CC 2024-79)**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (SOO Green and Yorkville Nexus, LLC) and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Plocher.

City Administrator Olson stated both the SOO Green and Yorkville Nexus, LLC easements are being acquired at no additional cost. However, the SOO Green document has a crop damage calculation estimated to be less than \$3,000.

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

**Water Supply Agreements with the  
DuPage Water Commission  
(CC 2024-80)**

**Resolution 2024-45**

**a. 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**

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

City Administrator Olson explained each agreement:

City Administrator Olson explained that the Water Purchase and Sale Contract is the general contract. The City will get a seat on the Board and will purchase water from the DuPage Water Commission. The agreement contains all the terms and conditions, including how the City will pay. City Administrator Olson explained that there are amendments to the agreement. The amendments are on page 50, sections 10A and 10C, of the Water Purchase and Sale Contract. The estimates for the weeks are tight estimates that were put in but never amended. He explained that the DuPage Water Commission is okay with the changes. With respect to deadlines for the project to be completed, file paperwork, and others, the changes to the number of weeks on page 50 are as follows: the “one week” referenced in section 10A will be changed to 20 weeks, the “32 weeks” referenced in section 10C will be changed to 52 weeks, and the “30 weeks” referenced in section 10C will be changed to 104 weeks. City Administrator Olson explained that other amendments to the Water Purchase and Sale Contract include the scribes’ errors in Exhibit F. Oswego is referenced however, it should read “Yorkville”.

City Administrator Olson explained the WaterLink Project Escrow Intergovernmental Agreement governs how and when the City will pay the funds for the construction of the watermain that will extend from southern Naperville to Yorkville. The agreement states that the City will pay when the DuPage Water Commission tells the City to pay and if the escrow balance drops below \$30 million for all three communities, it will be replenished whether there are invoices due or not. He explained that this agreement is fluid, the project will be bid out over the next several months, and the City’s escrow payments will be tailored to this. The blank lines in the agreement will be filled in later, by agreement, by the City and the DuPage Water Commission as the contract bids are awarded.

City Administrator Olson explained that the Development Intergovernmental Agreement defines and governs what is included in the costs of the project, including land acquisition, construction, engineering, and the DuPage Water Commission’s staff time.

City Administrator Olson explained that the Capital Cost Recovery Intergovernmental Agreement is the City’s cost to join the DuPage Water Commission based on everyone else joining prior, and the City reimbursing for money that was outlaid over time. The City’s connection fee is \$8 million. There is a contemplation of a zero percent loan, over 30 years, for the City to pay off, or an oversizing of a section of pipe that will be changed from a 48-inch pipe to a 52-inch pipe. This will allow future communities to tie onto the pipe later. This can be paid by either the DuPage Water Commission and the City will pay the connection fee over time from revenues, or the City can obtain a WIFIA loan and pay for the cost. The DuPage Water Commission loan is at zero percent interest, whereas the WIFIA loan is not. A calculation will be provided at a later date.

Alderman Koch asked if there are recapture payments if other communities tie on to the pipe. City Administrator Olson stated there would not be direct recapture payments to us, but the other communities would pay a connection fee, and the City would receive a share of the connection fee. Alderman Koch also asked if the escrow is equal for Montgomery, Oswego, and Yorkville. City Administrator Olson explained that it will be a percentage, based on a cost share intergovernmental agreement that was agreed upon several months ago. The City of Yorkville's share is 40.22% of the entire project.

Alderman Funkhouser asked if the City pays for the pipe oversizing if the City is receiving a benefit on the interest. City Administrator Olson stated it would be a dollar-for-dollar swap.

Alderman Transier asked for clarification of the line of credit for the DuPage Water Commission. City Administrator Olson stated that we can opt-in to use the credit. If the City misses a payment, the DuPage Water Commission will charge the line of credit and send the City a bill.

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

**Resolution 2024-46**

**b. 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**

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

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

**Resolution 2024-47**

**c. 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**

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

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

**Resolution 2024-48**

**d. Authorizing the Execution of an Intergovernmental Agreement Concerning Capital Cost Recovery Charge Between the United City of Yorkville and the DuPage Water Commission**

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

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

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

**Resolution 2024-49**

**Approving an Agreement for Economic Development Consulting Services with DLK, LLC  
(EDC 2024-70)**

Alderman Plocher made a motion to approve a Resolution Approving an Agreement for Economic Development Consulting Services with DLK, LLC and authorize the Mayor and City Clerk to execute; seconded by Alderman Transier.

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

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

**2024 Tax Levy Estimate  
(ADM 2024-35)**

Alderman Marek made a motion to approve a tax levy estimate for 2024, to be used for the purpose of conducting a public hearing on the tax levy in the amount of \$5,433,780; seconded by Alderman Plocher.

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

**PARK BOARD**

**Halloween Events and Flags of Valor**

Parks and Recreation Director Evans reminded the Council that the United City of Yorkville Scarecrow Walk is open and goes through October 31<sup>st</sup> at Riverfront Park. He also stated the Halloween Costume Contest will take place on Friday, October 18<sup>th</sup> at Town Square, starting at 6:30 p.m. On Saturday, October 19<sup>th</sup>, the Biz Boo! Community Trick-or-Treat will take place from 10:00 a.m. to 2:00 p.m. As a reminder, Trick-or-Treat hours in the City of Yorkville on Thursday, October 31<sup>st</sup>, are 4:00 p.m. to 7:00 p.m. Finally, if anyone has not sponsored a flag yet, they are still taking sponsorships.

**Yorktoberfest**

Alderman Funkhouser reported that Yorktoberfest had a great turnout and weather on both Friday, September 27<sup>th</sup> and Saturday, September 28<sup>th</sup>. The net revenues go back into the community and supporting the kids through scholarships, endowment funds, and tuition. There were special t-shirts for the volunteers.

**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**

See *Amendments to Agenda*. This agenda item was tabled to the October 22<sup>nd</sup> City Council meeting.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

No report.

**MAYOR’S REPORT (cont’d)**

**City Buildings Updates**

(CC 2021-04)

City Administrator Olson stated interviews were conducted for the new Public Works and Parks and Recreation facility construction manager firm. There is a unanimous number one pick for the firm; however it is not being announced just yet. City Administrator Olson asked for input from the City Council. The aldermen all suggested moving forward with negotiating the contract now, and placing this item on the October 22<sup>nd</sup> City Council agenda for a vote.

**Water Study Update**

(CC 2021-38)

No report.

**ADDITIONAL BUSINESS**

Alderman Funkhouser asked for an update on the Kendall Marketplace 8 Acres. City Administrator Olson responded that a residential plan was submitted and it is being presented to the Plan Council on October 10<sup>th</sup>. It will then go to the Economic Development Committee, the Planning and Zoning Commission, and finally to City Council in either November or December.

**CITIZEN COMMENTS**

Molly Krempski, a Yorkville resident, spoke in regards to Consume Cannabis. She stated she has always been in favor, and is still in favor, of ordinances put in place to protect children. Ms. Krempski read a section of the Preamble. She stated Illinois was established to provide for people by honoring God, and placing kids at risk by nullifying ordinances does not honor God.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:50 p.m.

Minutes submitted by:

Monica Cisija,  
Deputy 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 22, 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:

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

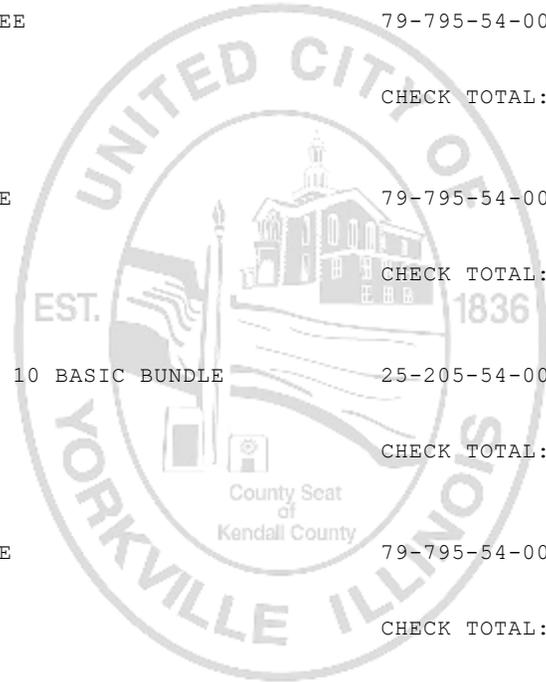
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- |                                |                                   |                                  |                         |
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| 01-110 ADMIN                   | 12-112 SUNFLOWER SSA              | 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 10/04/2024

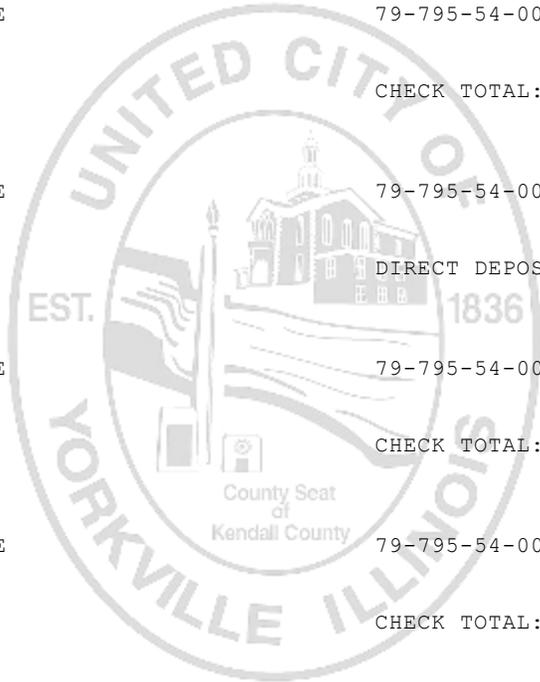
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541454	AXON AXON ENTERPRISE, INC	INUS277701 09/01/24	01	TASER 10 BASIC BUNDLE	25-205-54-00-5495		30,000.00 INVOICE TOTAL: 30,000.00 *
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D003754	BARTLETA ADAM BARTLETT						



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 10/04/2024

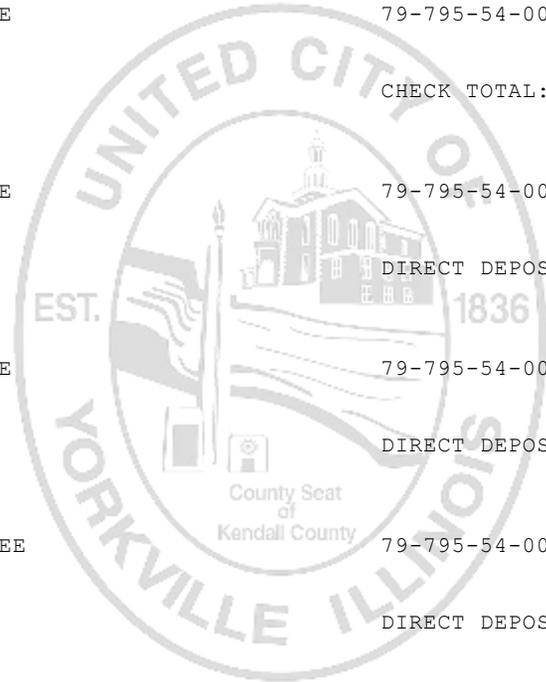
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541458	GAMBROK	KATE GAMBRO						
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541459	GONZALER	RAYMUNDO GONZALEZ						



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 10/04/2024

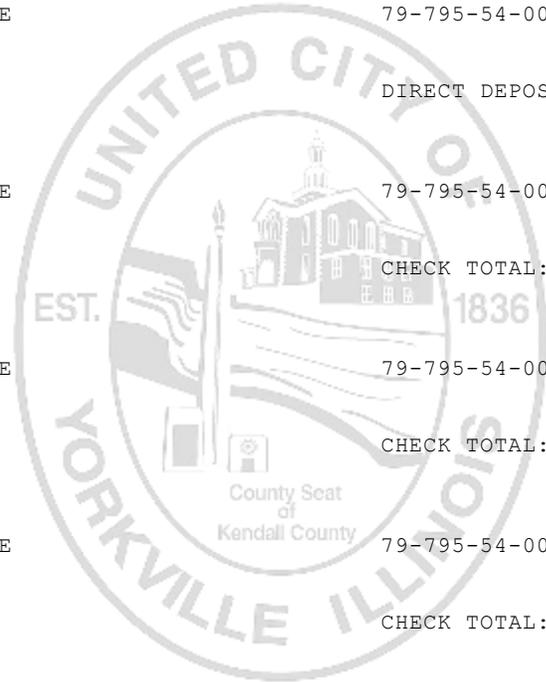
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D003758	MCCALLOA	ASHLEY MCCALLOUGH						
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541461	NYDEGGEA	AYDEN NYDEGGER						



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

INVOICES DUE ON/BEFORE 10/04/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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						CHECK TOTAL:	45.00
D003759	PATTONS SHANE PATTON						
	09/21-09/27	09/30/24	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00
541462	PILKINGP PAYTON M PILKINGTON						
	09/21-09/27	09/30/24	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00
541463	RIETZR ROBERT L. RIETZ JR.						
	092624	09/26/24	01	UMPIRE	79-795-54-00-5462		126.00
						INVOICE TOTAL:	126.00 *
						CHECK TOTAL:	126.00
541464	TATET TOM TATE						
	09/21-09/27	09/30/24	01	UMPIRE	79-795-54-00-5462		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
541465	WASONG GERALD WASON						



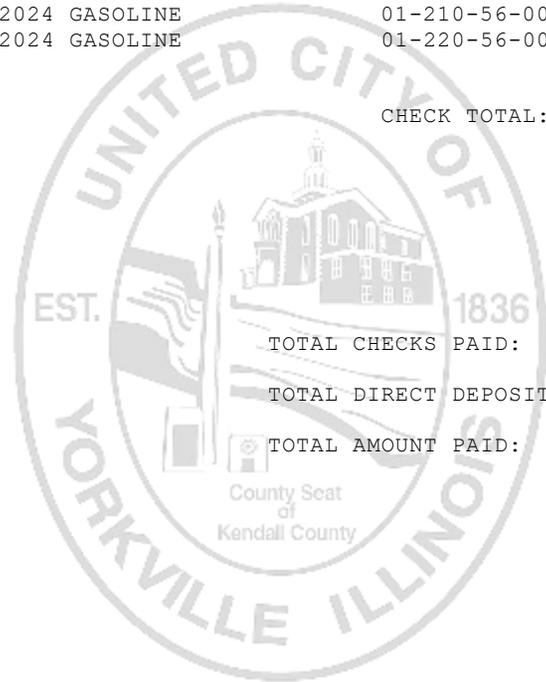
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 10/04/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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541465	WASONG 092624	GERALD WASON 09/26/24	01	UMPIRE	79-795-54-00-5462		126.00
					INVOICE TOTAL:		126.00 *
					CHECK TOTAL:		126.00

541466	WEX 100114425	WEX BANK 09/30/24	01	SEPT 2024 GASOLINE	01-210-56-00-5695		7,540.39
			02	SEPT 2024 GASOLINE	01-220-56-00-5695		656.97
					INVOICE TOTAL:		8,197.36 *
					CHECK TOTAL:		8,197.36

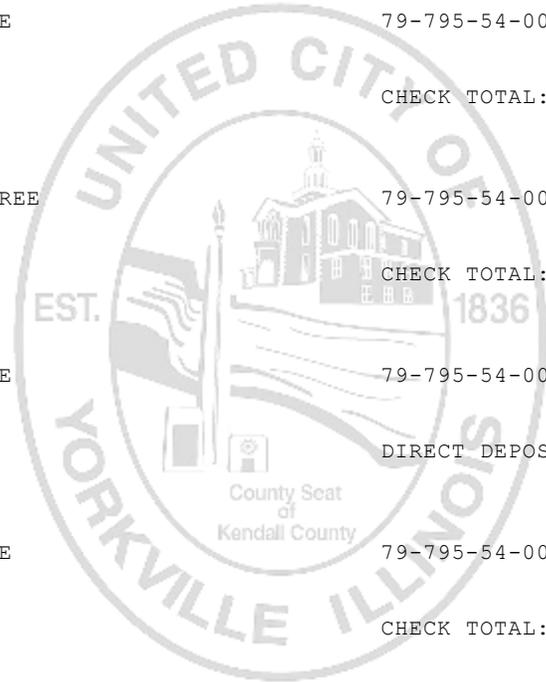


TOTAL CHECKS PAID:	39,714.36
TOTAL DIRECT DEPOSITS PAID:	919.00
TOTAL AMOUNT PAID:	40,633.36

- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 10/11/2024

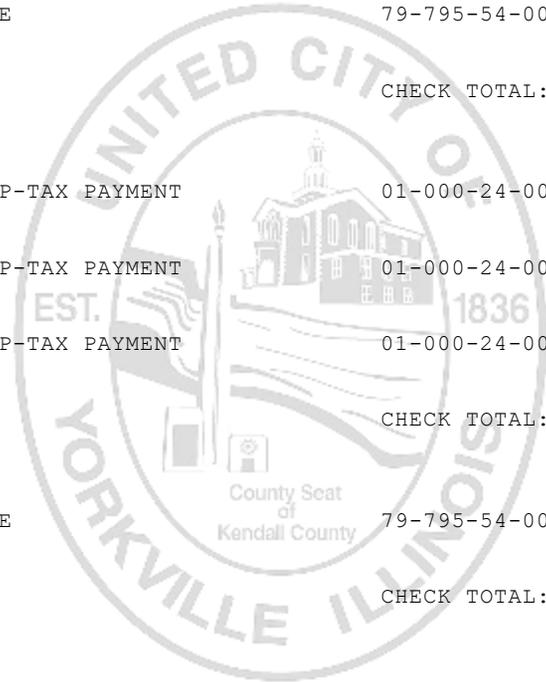
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541468	AGUILARK KEVIN AGUILAR						
	09/28-10/04	10/07/24	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00
541469	BARONA ALEXANDER JAMES BARON						
	09/28-10/04	10/07/24	01	UMPIRE	79-795-54-00-5462		135.00
						INVOICE TOTAL:	135.00 *
					CHECK TOTAL:		135.00
541470	BENJAMIR REECE BENJAMIN						
	09/28-10/04	10/07/24	01	RERFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
					CHECK TOTAL:		150.00
D003760	CULLENT TREVOR CULLEN						
	09/28-10/04	10/07/24	01	UMPIRE	79-795-54-00-5462		115.00
						INVOICE TOTAL:	115.00 *
					DIRECT DEPOSIT TOTAL:		115.00
541471	CURLC CHRISTOPHER CURL						
	09/28-10/04	10/07/24	01	UMPIRE	79-795-54-00-5462		225.00
						INVOICE TOTAL:	225.00 *
					CHECK TOTAL:		225.00
D003761	DICKINSD DONALD W DICKINSON						



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 10/11/2024

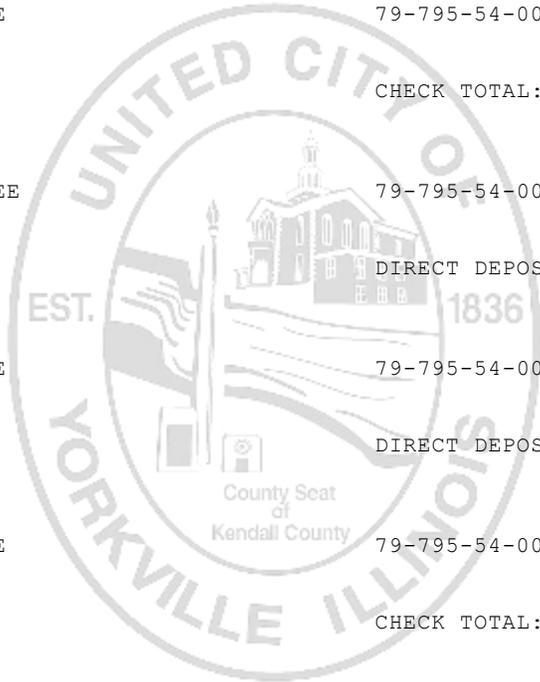
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D003761	DICKINSD	DONALD W DICKINSON						
	100324		10/03/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								DIRECT DEPOSIT TOTAL: 168.00
541472	GONZALER	RAYMUNDO GONZALEZ						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								CHECK TOTAL: 150.00
541473	KENDEDC	KENDALL COUNTY COLLECTOR						
	02-33-154-013-2023		10/08/24	01	2023 P-TAX PAYMENT	01-000-24-00-2410		2,230.88
								INVOICE TOTAL: 2,230.88 *
	02-33-154-014-2023		10/08/24	01	2023 P-TAX PAYMENT	01-000-24-00-2410		1,551.71
								INVOICE TOTAL: 1,551.71 *
	02-33-154-018-2023		10/08/24	01	2023 P-TAX PAYMENT	01-000-24-00-2410		104.29
								INVOICE TOTAL: 104.29 *
								CHECK TOTAL: 3,886.88
541474	KOCURJ	JAXSON KOCUR						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		140.00
								INVOICE TOTAL: 140.00 *
								CHECK TOTAL: 140.00
D003762	MAYNARDL	LAURENCE R. MAYNARD						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		215.00
								INVOICE TOTAL: 215.00 *
								DIRECT DEPOSIT TOTAL: 215.00



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

INVOICES DUE ON/BEFORE 10/11/2024

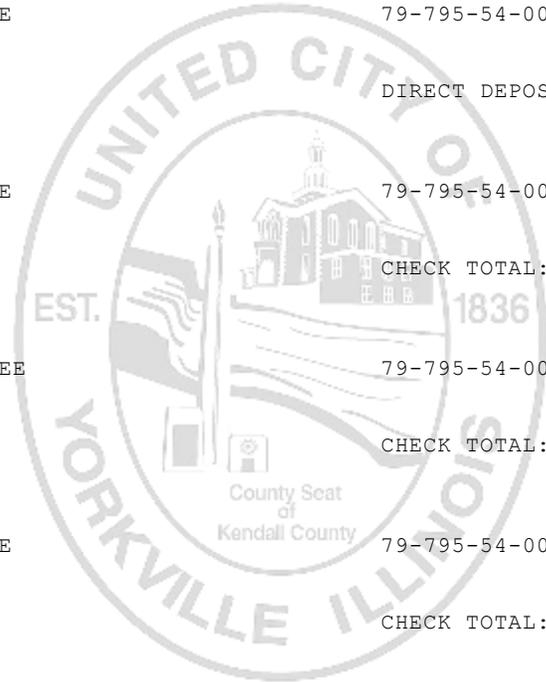
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D003763	MOORECA	CAMERON MOORE						
	09/28-10/04		10/07/24	01	REFEREE	79-795-54-00-5462		100.00
								INVOICE TOTAL: 100.00 *
								DIRECT DEPOSIT TOTAL: 100.00
541475	MORRICKB	BRUCE MORRICK						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								CHECK TOTAL: 80.00
D003764	OLEARYM	MARTIN J. O'LEARY						
	09/28-10/04		10/07/24	01	REFEREE	79-795-54-00-5462		150.00
								INVOICE TOTAL: 150.00 *
								DIRECT DEPOSIT TOTAL: 150.00
D003765	PATTONS	SHANE PATTON						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		225.00
								INVOICE TOTAL: 225.00 *
								DIRECT DEPOSIT TOTAL: 225.00
541476	PILKINGP	PAYTON M PILKINGTON						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		55.00
								INVOICE TOTAL: 55.00 *
								CHECK TOTAL: 55.00
541477	RIETZR	ROBERT L. RIETZ JR.						



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 10/11/2024

CHECK #	VENDOR # INVOICE #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541477	RIETZR	ROBERT L. RIETZ JR.						
	100324		10/03/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
D003766	SANDOVAA	ANTONIO SANDOVAL						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								DIRECT DEPOSIT TOTAL: 75.00
541478	TATET	TOM TATE						
	09/28-10/04		10/07/24	01	UMPIRE	79-795-54-00-5462		35.00
								INVOICE TOTAL: 35.00 *
								CHECK TOTAL: 35.00
541479	WALTERSM	MITCH WALTERS						
	09/28-10/04		10/07/24	01	REFEREE	79-795-54-00-5462		100.00
								INVOICE TOTAL: 100.00 *
								CHECK TOTAL: 100.00
541480	WASONG	GERALD WASON						
	100324		10/03/24	01	UMPIRE	79-795-54-00-5462		126.00
								INVOICE TOTAL: 126.00 *
								CHECK TOTAL: 126.00
D003767	WASSERBN	NATALIE WASSERBERG						

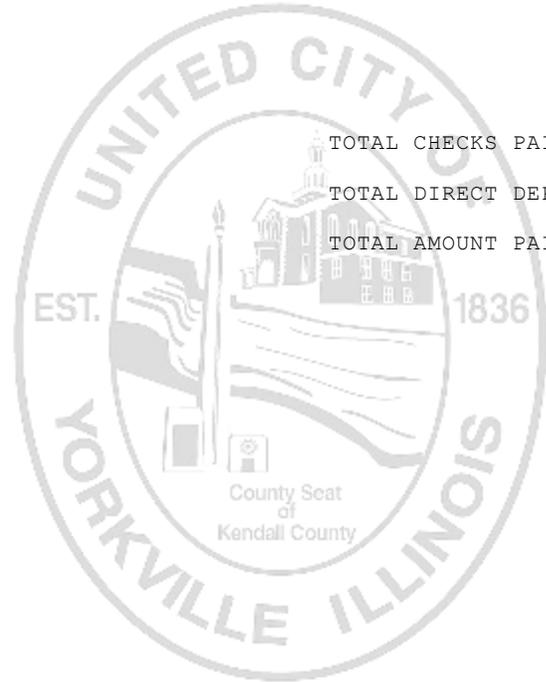


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 10/11/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003767	WASSERBN NATALIE WASSERBERG						
	09/28-10/04	10/07/24	01	RERFEREE	79-795-54-00-5462		50.00
						INVOICE TOTAL:	50.00 *
						DIRECT DEPOSIT TOTAL:	50.00

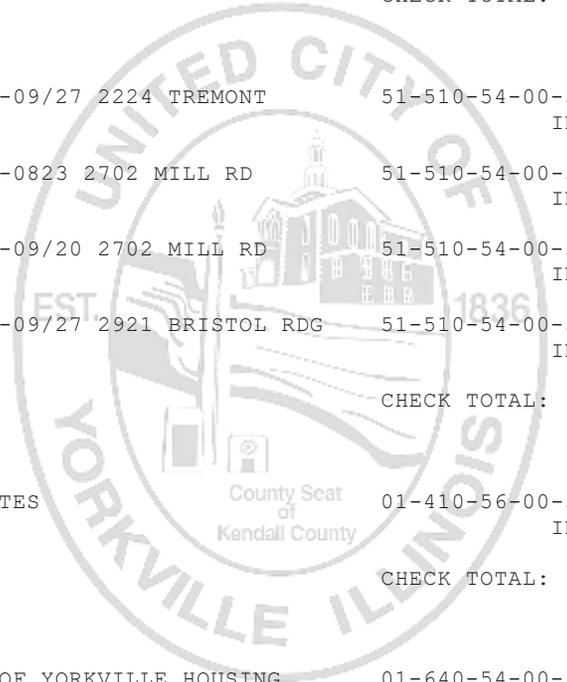
TOTAL CHECKS PAID: 5,400.88  
 TOTAL DIRECT DEPOSITS PAID: 1,098.00  
 TOTAL AMOUNT PAID: 6,498.88



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

INVOICES DUE ON/BEFORE 10/22/2024

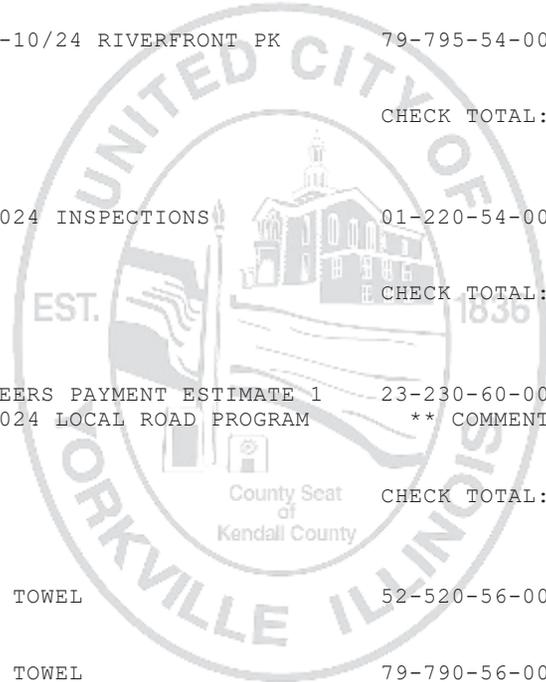
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541482	AACVB	AURORA AREA CONVENTION						
	8/24-HAMPTON	09/25/24	01	AUG 2024 HAMPTON INN HOTEL TAX	01-640-54-00-5481		6,235.15	
						INVOICE TOTAL:	6,235.15 *	
	8/24-SUPER	10/01/24	01	AUG 2024 SUPER 8 HOTEL TAX	01-640-54-00-5481		2,041.93	
						INVOICE TOTAL:	2,041.93 *	
					CHECK TOTAL:		8,277.08	
541483	AEPENERG	AEP ENERGY						
	3025129010-100124	10/01/24	01	08/28-09/27 2224 TREMONT	51-510-54-00-5480		10,248.76	
						INVOICE TOTAL:	10,248.76 *	
	3025129054-0930	09/30/24	01	07/25-0823 2702 MILL RD	51-510-54-00-5480		7,786.20	
						INVOICE TOTAL:	7,786.20 *	
	3025129054-093024	09/30/24	01	08/23-09/20 2702 MILL RD	51-510-54-00-5480		8,924.56	
						INVOICE TOTAL:	8,924.56 *	
	3025129065-100124	10/01/24	01	08/28-09/27 2921 BRISTOL RDG	51-510-54-00-5480		7,305.62	
						INVOICE TOTAL:	7,305.62 *	
					CHECK TOTAL:		34,265.14	
541484	AGRESEAR	AGRESEARCH, INC.						
	12046	09/27/24	01	10 TOTES	01-410-56-00-5620		500.00	
						INVOICE TOTAL:	500.00 *	
					CHECK TOTAL:		500.00	
D003768	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	NOV 2024	10/14/24	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00	



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 10/22/2024

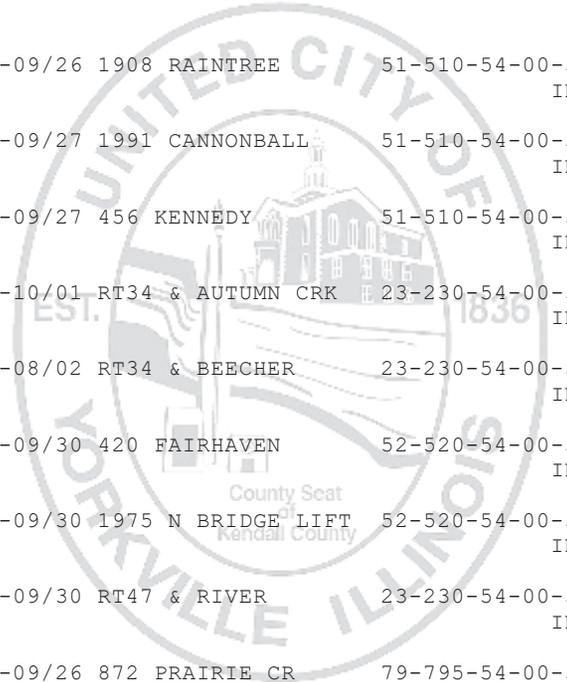
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003768	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	NOV 2024	10/14/24	02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR NOV 2024	** COMMENT **		
					INVOICE TOTAL:		946.00 *
					DIRECT DEPOSIT TOTAL:		946.00
541485	ATT	AT&T					
	6305536805-0924	09/25/24	01	09/25-10/24 RIVERFRONT PK	79-795-54-00-5440		229.99
					INVOICE TOTAL:		229.99 *
					CHECK TOTAL:		229.99
541486	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	19962	10/01/24	01	AUG 2024 INSPECTIONS	01-220-54-00-5459		5,080.00
					INVOICE TOTAL:		5,080.00 *
					CHECK TOTAL:		5,080.00
541487	BUILDERS	BUILDERS PAVING LLC					
	2407501	10/03/24	01	ENGINEERS PAYMENT ESTIMATE 1	23-230-60-00-6028		542,530.42
			02	FOR 2024 LOCAL ROAD PROGRAM	** COMMENT **		
					INVOICE TOTAL:		542,530.42 *
					CHECK TOTAL:		542,530.42
541488	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43944	09/25/24	01	PAPER TOWEL	52-520-56-00-5620		108.54
					INVOICE TOTAL:		108.54 *
	43945	09/25/24	01	PAPER TOWEL	79-790-56-00-5620		108.54
					INVOICE TOTAL:		108.54 *
					CHECK TOTAL:		217.08



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 10/22/2024

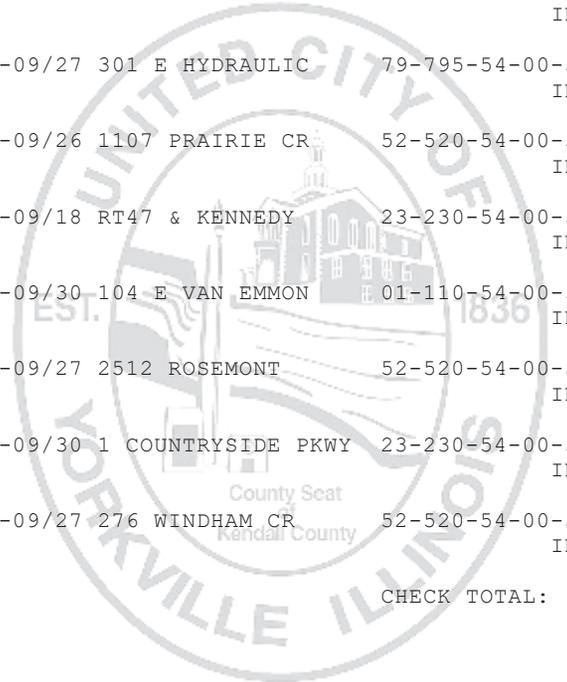
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541489	CECCHIN CECCHIN PLUMBING & HEATING INC						
	100124-PAY EST 2	10/01/24	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6029		585,050.83
			02	FOR WELL 10 RAW WATER MAIN	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		585,050.83 *
					CHECK TOTAL:		585,050.83
541490	COMED COMMONWEALTH EDISON						
	0505912000-0924	09/27/24	01	08/27-09/26 1908 RAINTREE	51-510-54-00-5480		162.89
					INVOICE TOTAL:		162.89 *
	0884004000-0924	09/30/24	01	08/28-09/27 1991 CANNONBALL	51-510-54-00-5480		251.93
					INVOICE TOTAL:		251.93 *
	1135300100-0924	09/30/24	01	08/28-09/27 456 KENNEDY	51-510-54-00-5480		63.42
					INVOICE TOTAL:		63.42 *
	1709169000-0924	10/01/24	01	08/30-10/01 RT34 & AUTUMN CRK	23-230-54-00-5482		204.24
					INVOICE TOTAL:		204.24 *
	1951034000-0724	09/25/24	01	07/08-08/02 RT34 & BEECHER	23-230-54-00-5482		64.79
					INVOICE TOTAL:		64.79 *
	2173921222-0924	10/01/24	01	08/29-09/30 420 FAIRHAVEN	52-520-54-00-5480		121.50
					INVOICE TOTAL:		121.50 *
	2793598111-0924	10/01/24	01	08/29-09/30 1975 N BRIDGE LIFT	52-520-54-00-5480		284.54
					INVOICE TOTAL:		284.54 *
	3260462000-0924	09/30/24	01	08/29-09/30 RT47 & RIVER	23-230-54-00-5482		281.36
					INVOICE TOTAL:		281.36 *
	3387801111-0924	09/27/24	01	08/27-09/26 872 PRAIRIE CR	79-795-54-00-5480		124.75
					INVOICE TOTAL:		124.75 *



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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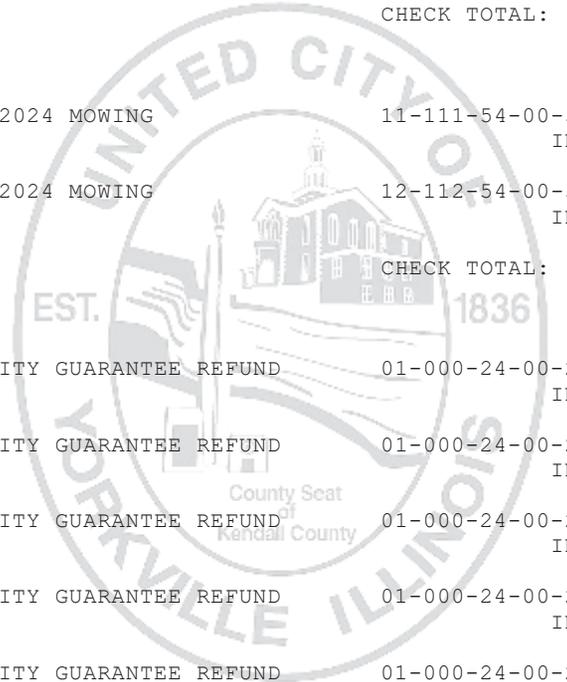
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541490	COMED COMMONWEALTH EDISON						
	3852534000-0924	09/26/24	01	08/27-09/26 RT126 7 SCHLHS	23-230-54-00-5482		87.01
						INVOICE TOTAL:	87.01 *
	5285646000-0924	09/30/24	01	08/28-09/27 KENNEDY & MCHUGH	23-230-54-00-5482		114.13
						INVOICE TOTAL:	114.13 *
	6114554111-0924	10/01/24	01	08/29-09/30 610 TOWER	51-510-54-00-5480		169.66
						INVOICE TOTAL:	169.66 *
	6918342222-0924	09/30/24	01	08/28-09/27 301 E HYDRAULIC	79-795-54-00-5480		57.70
						INVOICE TOTAL:	57.70 *
	7581432222-0924	09/27/24	01	08/27-09/26 1107 PRAIRIE CR	52-520-54-00-5480		145.07
						INVOICE TOTAL:	145.07 *
	7706362222-0724	09/19/24	01	08/19-09/18 RT47 & KENNEDY	23-230-54-00-5482		1,514.32
						INVOICE TOTAL:	1,514.32 *
	8273737000-0924	09/30/24	01	08/28-09/30 104 E VAN EMMON	01-110-54-00-5480		506.82
						INVOICE TOTAL:	506.82 *
	8500662000-0924	09/30/24	01	08/28-09/27 2512 ROSEMONT	52-520-54-00-5480		133.85
						INVOICE TOTAL:	133.85 *
	9567127000-0924	10/01/24	01	08/29-09/30 1 COUNTRYSIDE PKWY	23-230-54-00-5482		235.92
						INVOICE TOTAL:	235.92 *
	9810925111-0924	09/30/24	01	08/28-09/27 276 WINDHAM CR	52-520-54-00-5480		229.13
						INVOICE TOTAL:	229.13 *
						CHECK TOTAL:	4,753.03
541491	CONTELEC CONSTELLATION TELECOM						
	2516	10/01/24	01	OCT 2024 ADMIN LINES	01-110-54-00-5440		319.47



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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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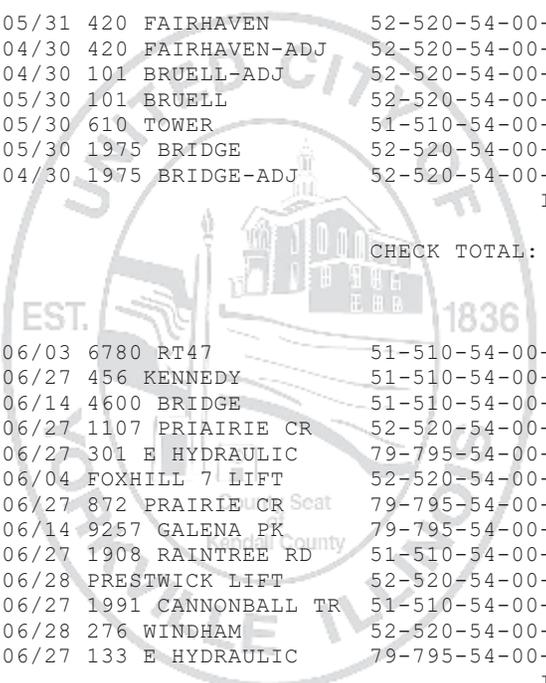
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
541491	CONTELEC	CONSTELLATION TELECOM						
	2516	10/01/24	02	OCT 2024 PW LINES	51-510-54-00-5440		421.89	
			03	OCT 2024 SEWER DEPT LINES	52-520-54-00-5440		241.08	
			04	OCT 2024 REC LINES	79-795-54-00-5440		180.81	
			05	OCT 2024 TRAFFIC SIGNAL	01-410-54-00-5435		60.27	
			06	MAINTENANCE	** COMMENT **			
					INVOICE TOTAL:		1,223.52 *	
					CHECK TOTAL:		1,223.52	
541492	COXLAND	COX LANDSCAPING LLC						
	192571	10/01/24	01	SEPT 2024 MOWING	11-111-54-00-5495		1,058.00	
					INVOICE TOTAL:		1,058.00 *	
	192572	10/01/24	01	SEPT 2024 MOWING	12-112-54-00-5495		1,000.00	
					INVOICE TOTAL:		1,000.00 *	
					CHECK TOTAL:		2,058.00	
541493	DRHCAMBR	DR HORTON-MIDWEST						
	20221035-2785 BERRYW	09/27/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
					INVOICE TOTAL:		5,000.00 *	
	20230816-2635 SEELEY	09/27/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
					INVOICE TOTAL:		5,000.00 *	
	20231158-2631 SEELEY	09/27/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		900.00	
					INVOICE TOTAL:		900.00 *	
	20231941-2704 BERRYW	09/27/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
					INVOICE TOTAL:		5,000.00 *	
	20231942-2702 BERRYW	09/27/24	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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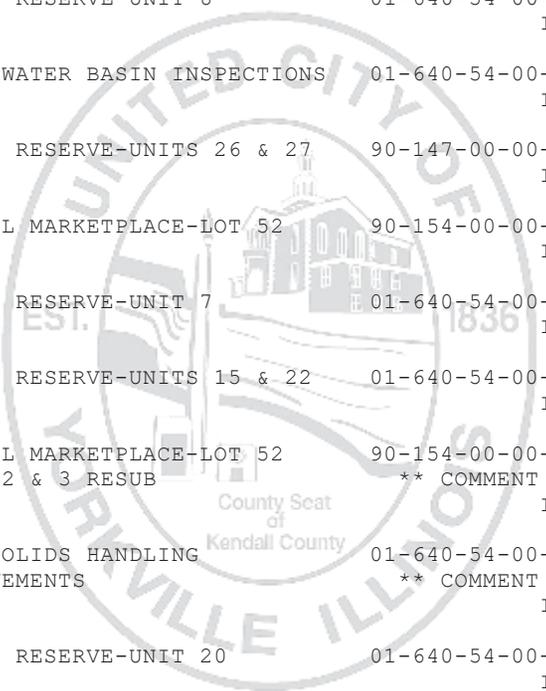
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541493	DRHCAMBR 20232070-2717 BERRYW	DR HORTON-MIDWEST 09/27/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
					CHECK TOTAL:		25,900.00
541494	DYNEGY 030000380951	DYNEGY ENERGY SERVICES 09/26/24	01	05/01-05/31 420 FAIRHAVEN	52-520-54-00-5480		104.78
			02	04/03-04/30 420 FAIRHAVEN-ADJ	52-520-54-00-5480		83.48
			03	04/03-04/30 101 BRUELL-ADJ	52-520-54-00-5480		317.98
			04	05/01-05/30 101 BRUELL	52-520-54-00-5480		320.79
			05	05/01-05/30 610 TOWER	51-510-54-00-5480		146.05
			06	05/01-05/30 1975 BRIDGE	52-520-54-00-5480		237.72
			07	04/01-04/30 1975 BRIDGE-ADJ	52-520-54-00-5480		310.05
						INVOICE TOTAL:	1,520.85 *
					CHECK TOTAL:		1,520.85
541495	DYNEGY 030000382796	DYNEGY ENERGY SERVICES 09/28/24	01	05/02-06/03 6780 RT47	51-510-54-00-5480		30.71
			02	05/30-06/27 456 KENNEDY	51-510-54-00-5480		42.29
			03	05/15-06/14 4600 BRIDGE	51-510-54-00-5480		31.54
			04	05/29-06/27 1107 PRAIRIE CR	52-520-54-00-5480		106.16
			05	05/30-06/27 301 E HYDRAULIC	79-795-54-00-5480		42.48
			06	05/03-06/04 FOXHILL 7 LIFT	52-520-54-00-5480		60.84
			07	05/29-06/27 872 PRAIRIE CR	79-795-54-00-5480		57.03
			08	05/15-06/14 9257 GALENA PK	79-795-54-00-5480		31.86
			09	05/29-06/27 1908 RAINTREE RD	51-510-54-00-5480		77.80
			10	05/30-06/28 PRESTWICK LIFT	52-520-54-00-5480		88.22
			11	05/30-06/27 1991 CANNONBALL TR	51-510-54-00-5480		107.01
			12	05/30-06/28 276 WINDHAM	52-520-54-00-5480		181.91
			13	05/30-06/27 133 E HYDRAULIC	79-795-54-00-5480		69.45
						INVOICE TOTAL:	927.30 *
					CHECK TOTAL:		927.30



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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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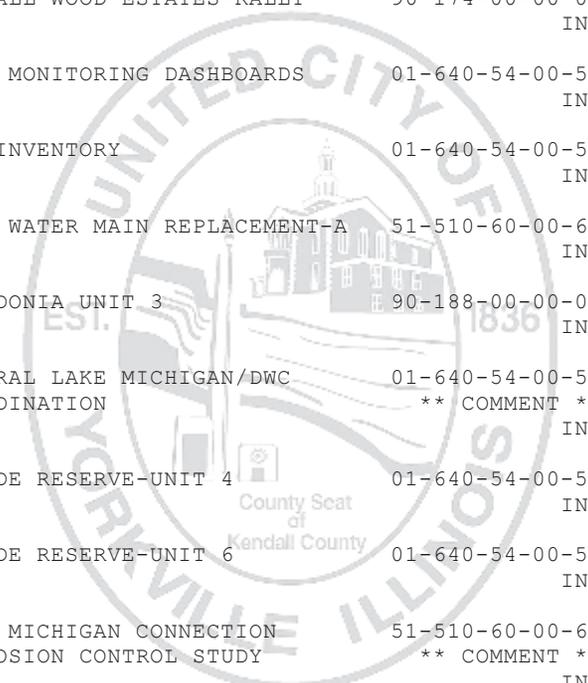
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
541496	EEI	ENGINEERING ENTERPRISES, INC.						
	81426	09/27/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		378.00	
						INVOICE TOTAL:	378.00 *	
	81427	09/27/24	01	PRESTWICK	01-640-54-00-5465		700.50	
						INVOICE TOTAL:	700.50 *	
	81428	09/27/24	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		287.00	
						INVOICE TOTAL:	287.00 *	
	81429	09/27/24	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		558.00	
						INVOICE TOTAL:	558.00 *	
	81430	09/27/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		2,636.00	
						INVOICE TOTAL:	2,636.00 *	
	81431	09/27/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		186.00	
						INVOICE TOTAL:	186.00 *	
	81432	09/27/24	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465		5,957.00	
						INVOICE TOTAL:	5,957.00 *	
	81433	09/27/24	01	GRANDE RESERVE-UNITS 15 & 22	01-640-54-00-5465		205.00	
						INVOICE TOTAL:	205.00 *	
	81434	09/27/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		1,741.00	
			02	PHASE 2 & 3 RESUB	** COMMENT **			
						INVOICE TOTAL:	1,741.00 *	
	81435	09/27/24	01	YBSD SOLIDS HANDLING	01-640-54-00-5465		450.00	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	450.00 *	
	81436	09/27/24	01	GRANDE RESERVE-UNIT 20	01-640-54-00-5465		143.50	
						INVOICE TOTAL:	143.50 *	



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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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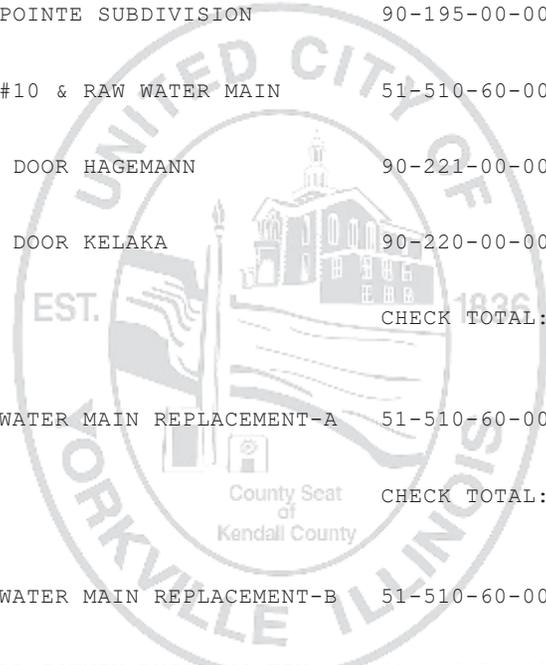
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541496	EEI	ENGINEERING ENTERPRISES, INC.						
	81437	09/27/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		2,772.00	
						INVOICE TOTAL:	2,772.00 *	
	81438	09/27/24	01	BRIGHT FARMS	90-173-00-00-0111		5,043.50	
						INVOICE TOTAL:	5,043.50 *	
	81439	09/27/24	01	KENDALL WOOD ESTATES-RALLY	90-174-00-00-0111		2,614.00	
						INVOICE TOTAL:	2,614.00 *	
	81440	09/27/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		451.50	
						INVOICE TOTAL:	451.50 *	
	81441	09/27/24	01	LSL INVENTORY	01-640-54-00-5465		411.75	
						INVOICE TOTAL:	411.75 *	
	81442	09/27/24	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		582.00	
						INVOICE TOTAL:	582.00 *	
	81443	09/27/24	01	CALEDONIA UNIT 3	90-188-00-00-0111		4,711.25	
						INVOICE TOTAL:	4,711.25 *	
	81444	09/27/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		1,521.00	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,521.00 *	
	81445	09/27/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		736.50	
						INVOICE TOTAL:	736.50 *	
	81446	09/27/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		47.00	
						INVOICE TOTAL:	47.00 *	
	81447	09/27/24	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		241.00	
			02	CORROSION CONTROL STUDY	** COMMENT **			
						INVOICE TOTAL:	241.00 *	



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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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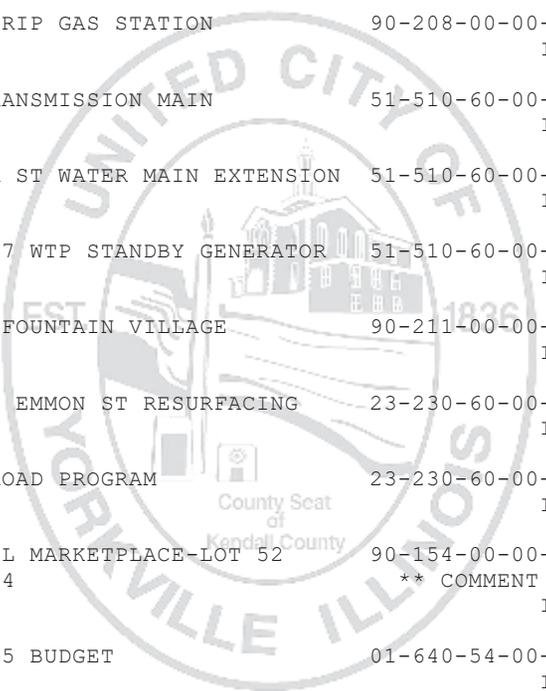
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541496	EEI	ENGINEERING ENTERPRISES, INC.						
	81448	09/27/24	01	PUBLIC WORKS SITE-BOOMBAH BLVD	24-216-60-00-6042		3,790.00	
						INVOICE TOTAL:	3,790.00 *	
	81449	09/27/24	01	WATER AUDIT AND NON-REVENUE	51-510-54-00-5465		984.50	
			02	WATER REDUCTION	** COMMENT **			
						INVOICE TOTAL:	984.50 *	
	81450	09/27/24	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		755.00	
						INVOICE TOTAL:	755.00 *	
	81451	09/27/24	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029		25,040.50	
						INVOICE TOTAL:	25,040.50 *	
	81452	09/27/24	01	GREEN DOOR HAGEMANN	90-221-00-00-0011		3,938.50	
						INVOICE TOTAL:	3,938.50 *	
	81453	09/27/24	01	GREEN DOOR KELAKA	90-220-00-00-0111		1,807.50	
						INVOICE TOTAL:	1,807.50 *	
						CHECK TOTAL:	68,689.50	
541497	EEI	ENGINEERING ENTERPRISES, INC.						
	81454	09/27/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		41,237.00	
						INVOICE TOTAL:	41,237.00 *	
						CHECK TOTAL:	41,237.00	
541498	EEI	ENGINEERING ENTERPRISES, INC.						
	81455	09/27/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		137.00	
						INVOICE TOTAL:	137.00 *	
	81456	09/27/24	01	KENDALL COUNTY BUILDING-FOX	01-640-54-00-5465		304.00	
						INVOICE TOTAL:	304.00 *	



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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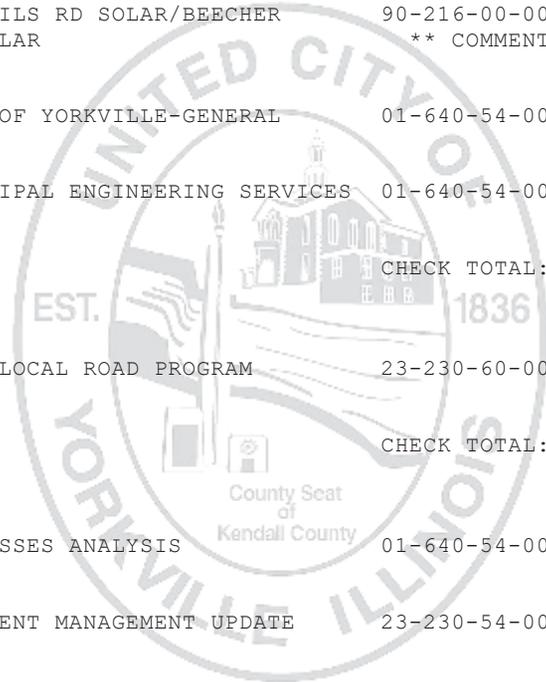
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541498	EEI			ENGINEERING ENTERPRISES, INC.			
	81457	09/27/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		18,195.50
						INVOICE TOTAL:	18,195.50 *
	81458	09/27/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		2,078.50
			02	CONNECTION-LP	** COMMENT **		
						INVOICE TOTAL:	2,078.50 *
	81459	09/27/24	01	QUIK TRIP GAS STATION	90-208-00-00-0111		1,422.50
						INVOICE TOTAL:	1,422.50 *
	81460	09/27/24	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		105.00
						INVOICE TOTAL:	105.00 *
	81461	09/27/24	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		1,705.60
						INVOICE TOTAL:	1,705.60 *
	81462	09/27/24	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6060		2,244.00
						INVOICE TOTAL:	2,244.00 *
	81463	09/27/24	01	LOT 1-FOUNTAIN VILLAGE	90-211-00-00-0111		939.00
						INVOICE TOTAL:	939.00 *
	81464	09/27/24	01	E. VAN EMMON ST RESURFACING	23-230-60-00-6089		2,465.00
						INVOICE TOTAL:	2,465.00 *
	81465	09/27/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		2,161.75
						INVOICE TOTAL:	2,161.75 *
	81466	09/27/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		6,891.00
			02	PHASE 4	** COMMENT **		
						INVOICE TOTAL:	6,891.00 *
	81467	09/27/24	01	FY 2025 BUDGET	01-640-54-00-5465		472.50
						INVOICE TOTAL:	472.50 *



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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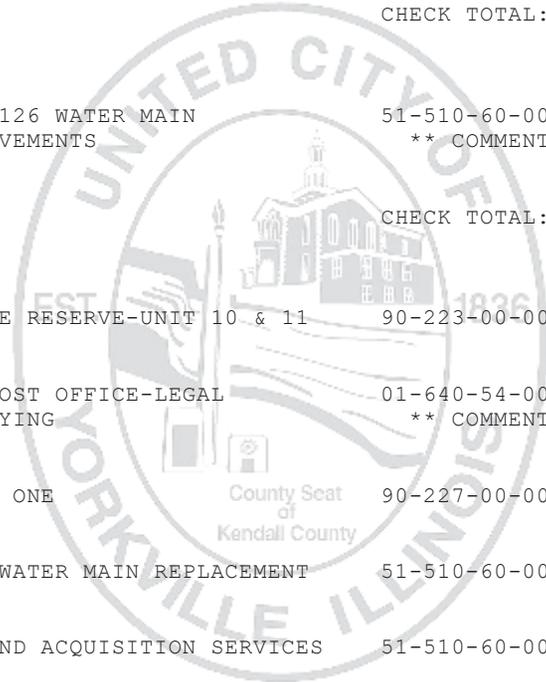
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
541498	EEI	ENGINEERING ENTERPRISES, INC.						
	81468	09/27/24	01	LAKE MICHIGAN WIFIA LOAN	51-510-60-00-6011		15,306.35	
			02	APPLICATION	** COMMENT **			
					INVOICE TOTAL:		15,306.35 *	
	81469	09/27/24	01	YORKVILLE SOLAR-NAGLE/NEXAMP	90-212-00-00-0111		519.00	
					INVOICE TOTAL:		519.00 *	
	81470	09/27/24	01	CORNEILS RD SOLAR/BEECHER	90-216-00-00-0111		250.50	
			02	RD SOLAR	** COMMENT **			
					INVOICE TOTAL:		250.50 *	
	81471	09/27/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		3,720.00	
					INVOICE TOTAL:		3,720.00 *	
	81472	09/27/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00 *	
					CHECK TOTAL:		60,817.20	
541499	EEI	ENGINEERING ENTERPRISES, INC.						
	81473	09/27/24	01	2024 LOCAL ROAD PROGRAM	23-230-60-00-6028		22,198.00	
					INVOICE TOTAL:		22,198.00 *	
					CHECK TOTAL:		22,198.00	
541500	EEI	ENGINEERING ENTERPRISES, INC.						
	81474	09/27/24	01	YBSD SSES ANALYSIS	01-640-54-00-5465		2,926.50	
					INVOICE TOTAL:		2,926.50 *	
	81475	09/27/24	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465		794.00	
					INVOICE TOTAL:		794.00 *	
	81476	09/27/24	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		9,114.25	
					INVOICE TOTAL:		9,114.25 *	



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

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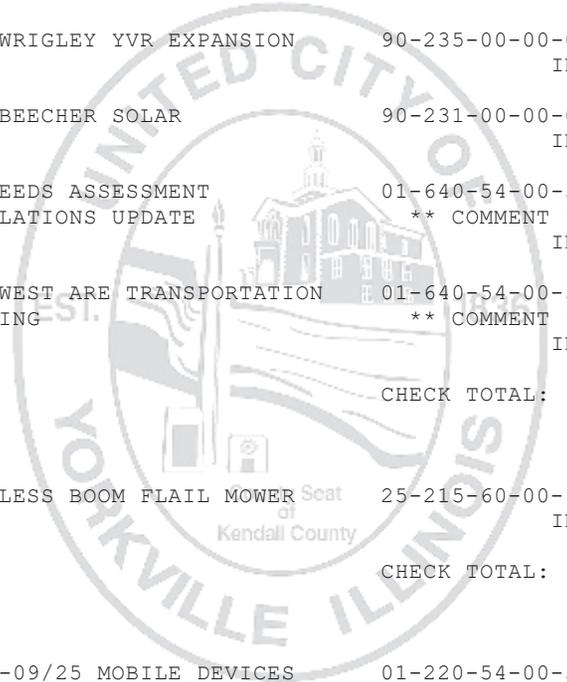
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
541500	EEI	ENGINEERING ENTERPRISES, INC.						
	81477	09/27/24	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		7,133.75	
						INVOICE TOTAL:	7,133.75 *	
	81478	09/27/24	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		6,936.50	
			02	STORAGE TANK	** COMMENT **			
						INVOICE TOTAL:	6,936.50 *	
					CHECK TOTAL:		26,905.00	
541501	EEI	ENGINEERING ENTERPRISES, INC.						
	81479	09/27/24	01	LM-RT126 WATER MAIN	51-510-60-00-6011		15,621.00	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	15,621.00 *	
					CHECK TOTAL:		15,621.00	
541502	EEI	ENGINEERING ENTERPRISES, INC.						
	81480	09/27/24	01	GRANDE RESERVE-UNIT 10 & 11	90-223-00-00-0111		3,129.50	
						INVOICE TOTAL:	3,129.50 *	
	81481	09/27/24	01	OLD POST OFFICE-LEGAL	01-640-54-00-5465		378.00	
			02	SURVEYING	** COMMENT **			
						INVOICE TOTAL:	378.00 *	
	81482	09/27/24	01	CYRUS ONE	90-227-00-00-0111		743.00	
						INVOICE TOTAL:	743.00 *	
	81483	09/27/24	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		25,218.00	
						INVOICE TOTAL:	25,218.00 *	
	81484	09/27/24	01	LM-LAND ACQUISITION SERVICES	51-510-60-00-6011		805.00	
						INVOICE TOTAL:	805.00 *	



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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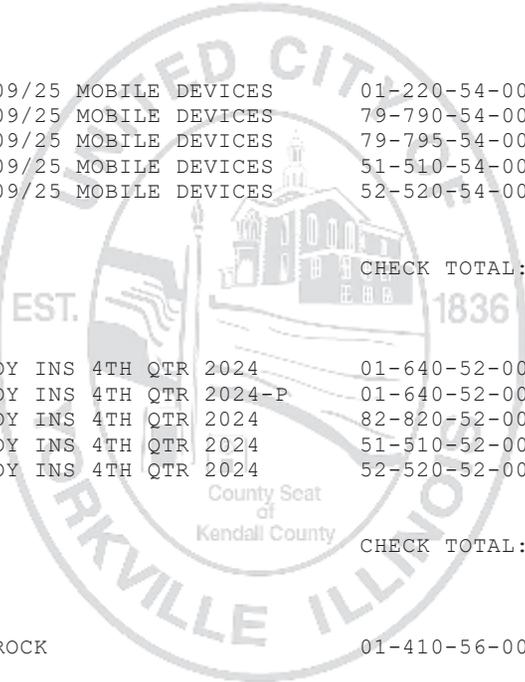
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
541502	EEI	ENGINEERING ENTERPRISES, INC.						
	81485	09/27/24	01	YORKVILLE WATER RATE STUDY	51-510-54-00-5465		3,253.50	
						INVOICE TOTAL:	3,253.50 *	
	81486	09/27/24	01	2024 DCEO GRANT-REBUILD	01-640-54-00-5465		246.00	
			02	ILLINOIS DOWNTOWN & MAIN	** COMMENT **			
			03	STREETS CAPITAL PROGRAM	** COMMENT **			
						INVOICE TOTAL:	246.00 *	
	81487	09/27/24	01	MARS WRIGLEY YVR EXPANSION	90-235-00-00-0111		5,747.50	
						INVOICE TOTAL:	5,747.50 *	
	81488	09/27/24	01	2820 BEECHER SOLAR	90-231-00-00-0111		873.00	
						INVOICE TOTAL:	873.00 *	
	81489	09/27/24	01	WWS NEEDS ASSESSMENT	01-640-54-00-5465		5,291.50	
			02	CALCULATIONS UPDATE	** COMMENT **			
						INVOICE TOTAL:	5,291.50 *	
	81490	09/27/24	01	NORTHWEST ARE TRANSPORTATION	01-640-54-00-5465		1,752.00	
			02	PLANNING	** COMMENT **			
						INVOICE TOTAL:	1,752.00 *	
						CHECK TOTAL:	47,437.00	
541503	EJEQUIP	EJ EQUIPMENT						
	E02708	10/02/24	01	TRACKLESS BOOM FLAIL MOWER	25-215-60-00-6060		39,960.00	
						INVOICE TOTAL:	39,960.00 *	
						CHECK TOTAL:	39,960.00	
541504	FIRSTNET	AT&T MOBILITY						
	287313454005X1003202	09/25/24	01	08/26-09/25 MOBILE DEVICES	01-220-54-00-5440		42.17	



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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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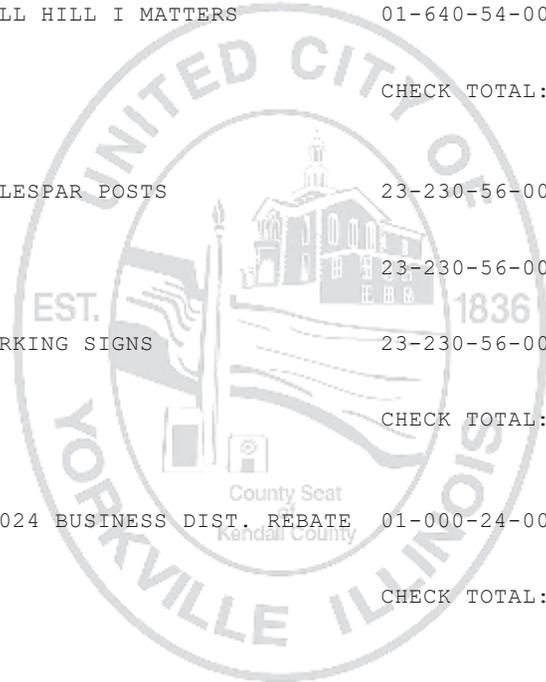
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541504	FIRSTNET AT&T MOBILITY						
	287313454005X1003202	09/25/24	02	08/26-09/25 MOBILE DEVICES	51-510-54-00-5440		42.17
			03	08/26-09/25 MOBILE DEVICES	01-110-54-00-5440		42.17
			04	08/26-09/25 MOBILE DEVICES	01-210-54-00-5440		837.47
			05	08/26-09/25 MOBILE DEVICES	79-795-54-00-5440		42.17
				INVOICE TOTAL:			1,006.15 *
				CHECK TOTAL:			1,006.15
541505	FIRSTNET AT&T MOBILITY						
	287313454207X1003202	09/25/24	01	08/26-09/25 MOBILE DEVICES	01-220-54-00-5440		253.02
			02	08/26-09/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	08/26-09/25 MOBILE DEVICES	79-795-54-00-5440		156.82
			04	08/26-09/25 MOBILE DEVICES	51-510-54-00-5440		235.23
			05	08/26-09/25 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			753.79 *
				CHECK TOTAL:			753.79
541506	FIRSTNON FIRST NONPROFIT UNEMPLOYEMENT						
	122719N-100124	10/01/24	01	UNEMPLOY INS 4TH QTR 2024	01-640-52-00-5230		4,963.02
			02	UNEMPLOY INS 4TH QTR 2024-P	01-640-52-00-5230		1,257.69
			03	UNEMPLOY INS 4TH QTR 2024	82-820-52-00-5230		386.98
			04	UNEMPLOY INS 4TH QTR 2024	51-510-52-00-5230		612.40
			05	UNEMPLOY INS 4TH QTR 2024	52-520-52-00-5230		322.16
				INVOICE TOTAL:			7,542.25 *
				CHECK TOTAL:			7,542.25
541507	FOXRIDGE FOX RIDGE STONE						
	9688	09/21/24	01	RIVER ROCK	01-410-56-00-5620		261.42
				INVOICE TOTAL:			261.42 *
				CHECK TOTAL:			261.42



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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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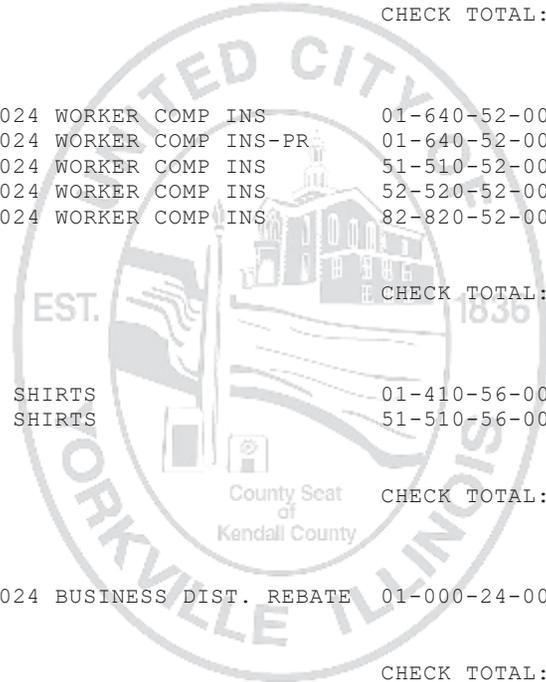
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541508	FRECO SYS 2024-25 MEMBERSHIP	10/09/24	01	FOX RIVER ECOSYSTEM 2024-25 DUES RENEWAL	01-110-54-00-5460		100.00 INVOICE TOTAL: 100.00 *
							CHECK TOTAL: 100.00
541509	GARD KOCH 21364	10/10/24	01	GARDINER KOCH & WEISBERG KIMBALL HILL I MATTERS	01-640-54-00-5461		2,100.00 INVOICE TOTAL: 2,100.00 *
							CHECK TOTAL: 2,100.00
541510	HIGH STAR 8302	10/02/24	01	HIGH STAR TRAFFIC 25 TELES PAR POSTS	23-230-56-00-5619		843.75 INVOICE TOTAL: 843.75 *
	8303	10/02/24	01	CONES	23-230-56-00-5619		990.00 INVOICE TOTAL: 990.00 *
	8304	10/02/24	01	NO PARKING SIGNS	23-230-56-00-5619		735.00 INVOICE TOTAL: 735.00 *
							CHECK TOTAL: 2,568.75
541511	IMPERIN V AUG 2024-REBATE	10/07/24	01	IMPERIAL INVESTMENTS AUG 2024 BUSINESS DIST. REBATE	01-000-24-00-2488		2,461.47 INVOICE TOTAL: 2,461.47 *
							CHECK TOTAL: 2,461.47
541512	INGEMUN S 12652	09/30/24	01	INGEMUNSON LAW OFFICES LTD 9/4/24 ADMIN HEARING	01-210-54-00-5467		150.00 INVOICE TOTAL: 150.00 *
							CHECK TOTAL: 150.00



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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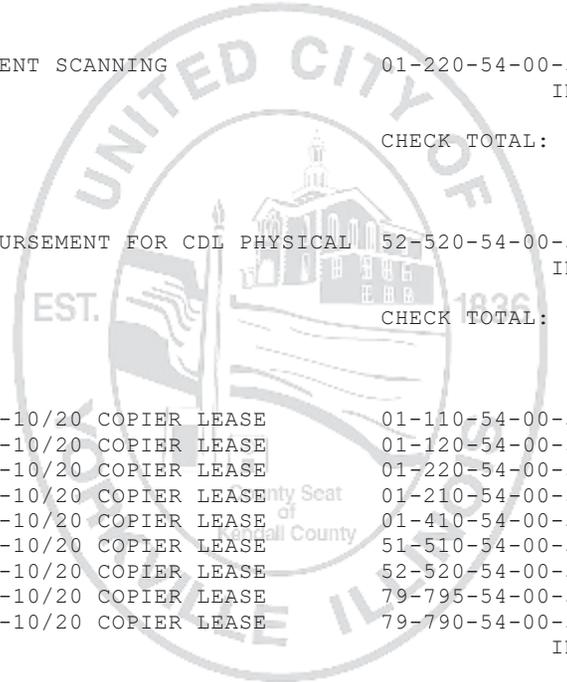
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541513	INTERDEV INTERDEV, LLC						
	MSP-1046504	09/30/24	01	MONTHLY BILLING FOR SEPT 2024	01-640-54-00-5450		19,212.90
						INVOICE TOTAL:	19,212.90 *
	SEC-1046485	09/30/24	01	MOTHLY DUO SECURITY & SENTINEL	01-640-54-00-5450		1,240.54
			02	ONE BILLING FOR SEPT 2024	** COMMENT **		
						INVOICE TOTAL:	1,240.54 *
						CHECK TOTAL:	20,453.44
541514	IPRF ILLINOIS PUBLIC RISK FUND						
	90512	10/01/24	01	NOV 2024 WORKER COMP INS	01-640-52-00-5231		11,668.76
			02	NOV 2024 WORKER COMP INS-PR	01-640-52-00-5231		2,373.71
			03	NOV 2024 WORKER COMP INS	51-510-52-00-5231		1,106.54
			04	NOV 2024 WORKER COMP INS	52-520-52-00-5231		499.83
			05	NOV 2024 WORKER COMP INS	82-820-52-00-5231		943.16
						INVOICE TOTAL:	16,592.00 *
						CHECK TOTAL:	16,592.00
541515	JOHNSCRE JOHNSON'S SCREEN PRINTING						
	24-24235	09/27/24	01	STAFF SHIRTS	01-410-56-00-5600		143.33
			02	STAFF SHIRTS	51-510-56-00-5600		143.32
						INVOICE TOTAL:	286.65 *
						CHECK TOTAL:	286.65
541516	KENDCROS KENDALL CROSSING, LLC						
	BD REBATE 08/24	10/07/24	01	AUG 2024 BUSINESS DIST. REBATE	01-000-24-00-2487		7,672.18
						INVOICE TOTAL:	7,672.18 *
						CHECK TOTAL:	7,672.18



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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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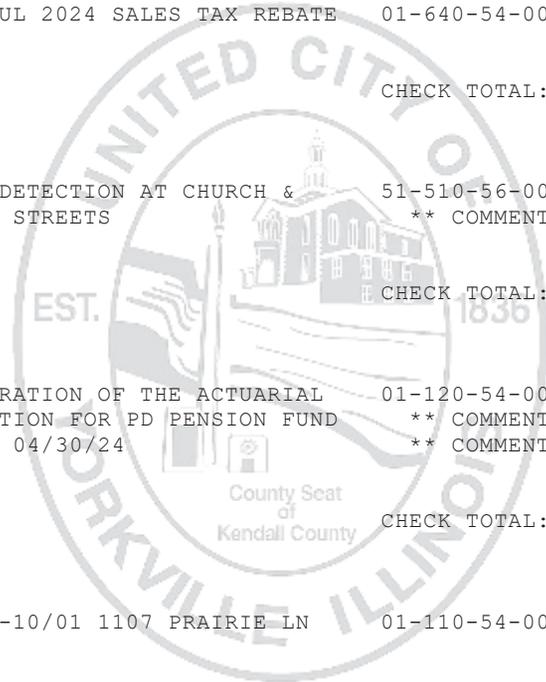
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541517	KLUBER	KLUBER, INC						
	9257		09/30/24	01	CITY OF YORKVILLE PUBLIC	24-216-60-00-6042		157,242.00
				02	WORKS AND PARK MAINTENANCE	** COMMENT **		
				03	BUILDING COMPLETED WORK	** COMMENT **		
						INVOICE TOTAL:		157,242.00 *
						CHECK TOTAL:		157,242.00
541518	KONICAMI	KONICA MINOLTA BUSINESS						
	51724318		07/08/24	01	DOCUMENT SCANNING	01-220-54-00-5462		20,360.40
						INVOICE TOTAL:		20,360.40 *
						CHECK TOTAL:		20,360.40
541519	LEGENDRP	PATRICK LEGENDRE						
	CDL PHY		10/09/24	01	REIMBURSEMENT FOR CDL PHYSICAL	52-520-54-00-5462		120.00
						INVOICE TOTAL:		120.00 *
						CHECK TOTAL:		120.00
541520	MARCO	MARCO TECHNOLOGIES LLC						
	539024232		09/26/24	01	09/20-10/20 COPIER LEASE	01-110-54-00-5485		259.29
				02	09/20-10/20 COPIER LEASE	01-120-54-00-5485		259.27
				03	09/20-10/20 COPIER LEASE	01-220-54-00-5485		518.58
				04	09/20-10/20 COPIER LEASE	01-210-54-00-5485		663.73
				05	09/20-10/20 COPIER LEASE	01-410-54-00-5485		51.47
				06	09/20-10/20 COPIER LEASE	51-510-54-00-5485		51.47
				07	09/20-10/20 COPIER LEASE	52-520-54-00-5485		51.46
				08	09/20-10/20 COPIER LEASE	79-795-54-00-5485		259.29
				09	09/20-10/20 COPIER LEASE	79-790-54-00-5485		154.38
						INVOICE TOTAL:		2,268.94 *
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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				

INVOICES DUE ON/BEFORE 10/22/2024

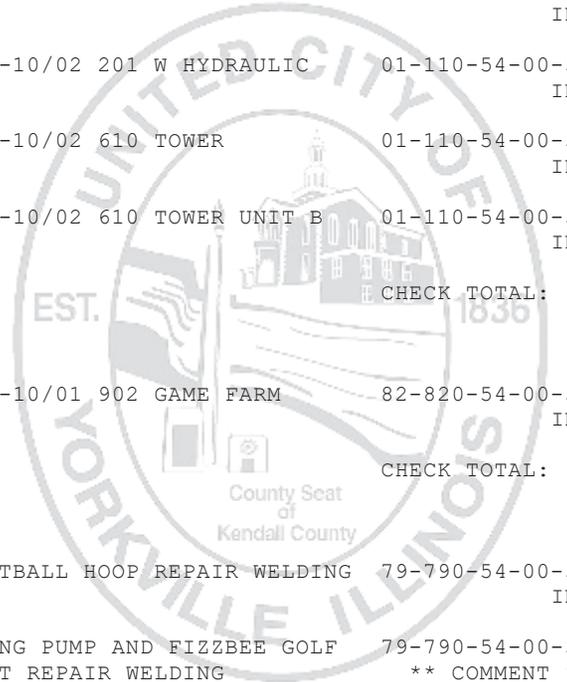
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541521	MCCANN P74620	MCCANN INDUSTRIES, INC 09/24/24	01	FILTERS	79-790-56-00-5640		248.46 INVOICE TOTAL: 248.46 *
					CHECK TOTAL:		248.46
541522	MENINC 073124-STREBATE	MENARDS INC 10/01/24	01	MAY-JUL 2024 SALES TAX REBATE	01-640-54-00-5492		130,836.93 INVOICE TOTAL: 130,836.93 *
					CHECK TOTAL:		130,836.93
541523	MESIMPSO 43085	M.E. SIMPSON CO, INC 09/26/24	01 02	LEAK DETECTION AT CHURCH & RIVER STREETS	51-510-56-00-5640 ** COMMENT **		965.00 INVOICE TOTAL: 965.00 *
					CHECK TOTAL:		965.00
541524	MWMCG 320924	MWM CONSULTING GROUP, INC 09/27/24	01 02 03	PREPARATION OF THE ACTUARIAL VALUATION FOR PD PENSION FUND AS OF 04/30/24	01-120-54-00-5462 ** COMMENT ** ** COMMENT **		6,750.00 INVOICE TOTAL: 6,750.00 *
					CHECK TOTAL:		6,750.00
541525	NICOR 00-41-22-8748 4-0924	NICOR GAS 10/01/24	01	08/30-10/01 1107 PRAIRIE LN	01-110-54-00-5480		46.77 INVOICE TOTAL: 46.77 *
	15-64-61-3532 5-0924	10/01/24	01	08/30-10/01 1991 CANNONBALL TR	01-110-54-00-5480		48.67 INVOICE TOTAL: 48.67 *



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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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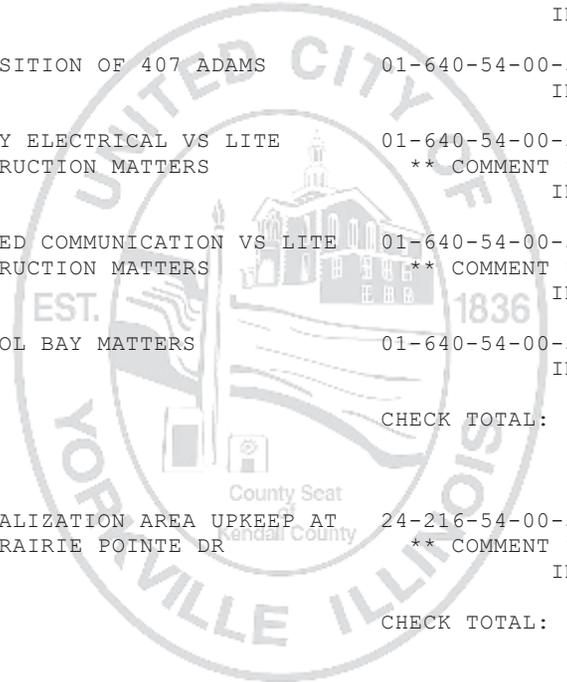
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541525	NICOR NICOR GAS						
	20-52-56-2042	1-0924	09/27/24	01 08/28-09/27 420 FAIRHAVEN	01-110-54-00-5480		141.46
						INVOICE TOTAL:	141.46 *
	23-45-91-4862	5-0924	10/02/24	01 09/04-10/02 101 BRUELL ST	01-110-54-00-5480		142.58
						INVOICE TOTAL:	142.58 *
	40-52-64-8356	1-0924	10/03/24	01 09/04-10/03 102 E VAN EMMON	01-110-54-00-5480		140.70
						INVOICE TOTAL:	140.70 *
	45-12-25-4081	3-0924	10/03/24	01 09/10-10/02 201 W HYDRAULIC	01-110-54-00-5480		39.00
						INVOICE TOTAL:	39.00 *
	61-60-41-1000	9-0924	10/02/24	01 09/03-10/02 610 TOWER	01-110-54-00-5480		58.57
						INVOICE TOTAL:	58.57 *
	83-80-00-1000	7-0924	10/02/24	01 09/03-10/02 610 TOWER UNIT B	01-110-54-00-5480		49.06
						INVOICE TOTAL:	49.06 *
						CHECK TOTAL:	666.81
541526	NICOR NICOR GAS						
	91-85-68-4012	8-0924	10/02/24	01 08/30-10/01 902 GAME FARM	82-820-54-00-5480		916.98
						INVOICE TOTAL:	916.98 *
						CHECK TOTAL:	916.98
541527	OMALLEY O'MALLEY WELDING & FABRICATING						
	21370		09/19/24	01 BASKETBALL HOOP REPAIR WELDING	79-790-54-00-5495		280.00
						INVOICE TOTAL:	280.00 *
	21384		09/26/24	01 HOUSING PUMP AND FIZZBEE GOLF	79-790-54-00-5495		210.00
				02 BASKET REPAIR WELDING	** COMMENT **		
						INVOICE TOTAL:	210.00 *
						CHECK TOTAL:	490.00



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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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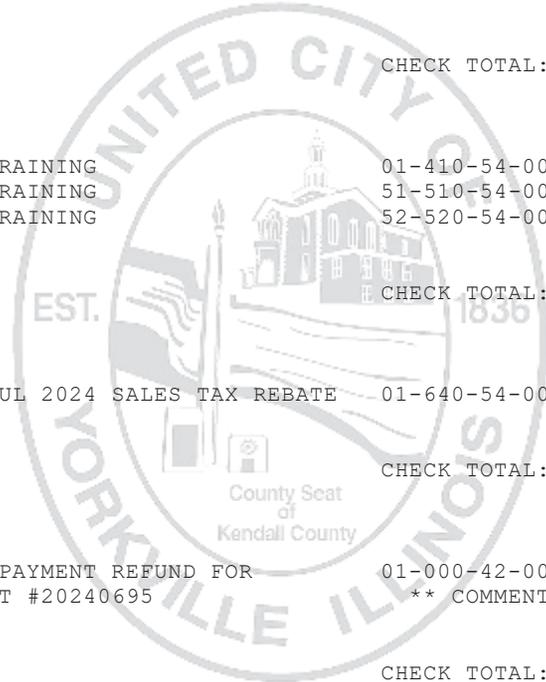
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541528	OTTOSEN	OTTOSEN DINOLFO					
	9461	08/31/24	01	DOWNTOWN TIF #1 MATTERS	88-880-54-00-5462		172.50
						INVOICE TOTAL:	172.50 *
	9462	08/31/24	01	BRIGHT FARMS MATTERS	01-640-54-00-5456		92.00
						INVOICE TOTAL:	92.00 *
	9464	08/31/24	01	DOWNTOWN TIF #2 MATTERS	89-890-54-00-5462		126.50
						INVOICE TOTAL:	126.50 *
	9468	08/31/24	01	ACQUISITION OF 407 ADAMS	01-640-54-00-5456		293.86
						INVOICE TOTAL:	293.86 *
	9471	08/31/24	01	VALLEY ELECTRICAL VS LITE	01-640-54-00-5456		322.00
			02	CONSTRUCTION MATTERS	** COMMENT **		
						INVOICE TOTAL:	322.00 *
	9472	08/31/24	01	APPLIED COMMUNICATION VS LITE	01-640-54-00-5456		46.00
			02	CONSTRUCTION MATTERS	** COMMENT **		
						INVOICE TOTAL:	46.00 *
	9473	08/31/24	01	BRISTOL BAY MATTERS	01-640-54-00-5456		57.50
						INVOICE TOTAL:	57.50 *
						CHECK TOTAL:	1,110.36
541529	PIZZO	PIZZO AND ASSOCIATES, LTD					
	340-6	10/01/24	01	NATURALIZATION AREA UPKEEP AT	24-216-54-00-5446		732.19
			02	651 PRAIRIE POINTE DR	** COMMENT **		
						INVOICE TOTAL:	732.19 *
						CHECK TOTAL:	732.19
541530	PRINTSRC	LAMBERT PRINT SOURCE, 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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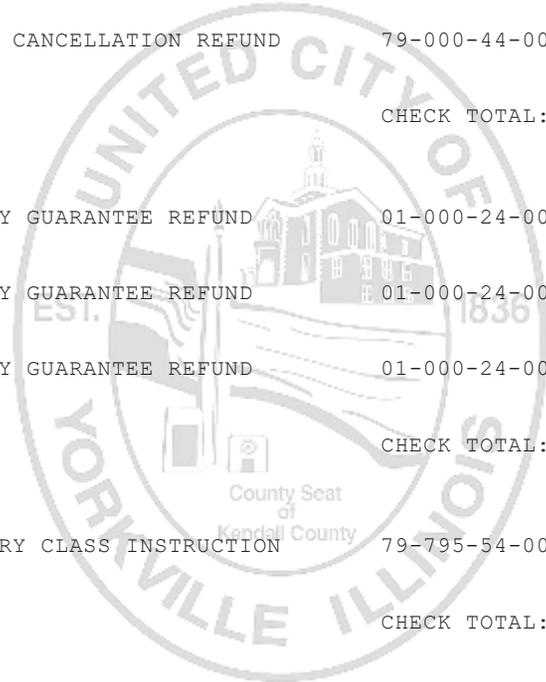
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541530	PRINTSRC	LAMBERT PRINT SOURCE, LLC						
	4156	07/26/24	01	NATIONAL NIGHT OUT SIGNAGE	79-795-56-00-5606		244.00	
						INVOICE TOTAL:	244.00 *	
	4190	08/09/24	01	VEHICLE GRAPHICS	79-790-56-00-5620		210.00	
						INVOICE TOTAL:	210.00 *	
	4311	10/09/24	01	FLAGS OF VALOR RIBBONS	79-795-56-00-5606		418.00	
						INVOICE TOTAL:	418.00 *	
						CHECK TOTAL:	872.00	
541531	R0001593	LOCAL 150 APPRENTICESHIP FUND						
	YORKVILLE 091324-01	09/13/24	01	CDL TRAINING	01-410-54-00-5412		1,941.33	
			02	CDL TRAINING	51-510-54-00-5412		1,941.33	
			03	CDL TRAINING	52-520-54-00-5412		1,941.34	
						INVOICE TOTAL:	5,824.00 *	
						CHECK TOTAL:	5,824.00	
541532	R0002208	HARI DEVELOPMENT YORKVILLE LLC						
	073124-STREBATE	10/01/24	01	MAY-JUL 2024 SALES TAX REBATE	01-640-54-00-5492		995.98	
						INVOICE TOTAL:	995.98 *	
						CHECK TOTAL:	995.98	
541533	R0002669	PETER SCHWABE						
	20240695 OVERPAYMENT	09/30/24	01	OVERTPAYMENT REFUND FOR	01-000-42-00-4210		38.00	
			02	PERMIT #20240695	** COMMENT **			
						INVOICE TOTAL:	38.00 *	
						CHECK TOTAL:	38.00	



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

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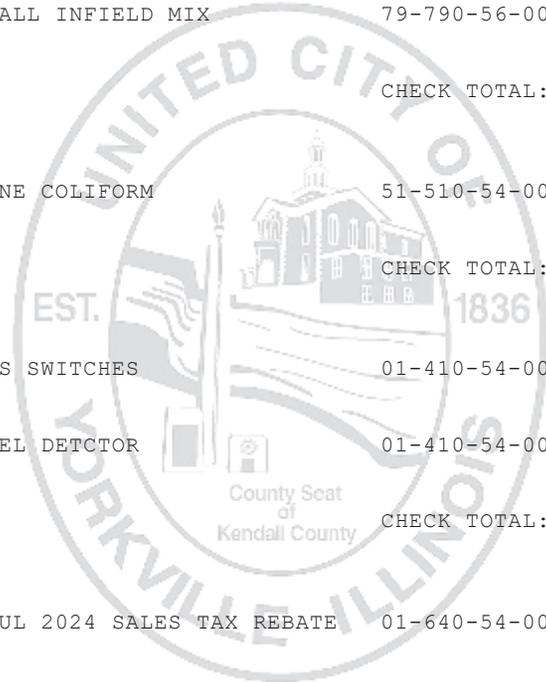
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541534	R0002671 DAVE SEIBEL						
	SIDEWALK REIMB	10/01/24	01	SIDEWALK REPLACEMENT	23-230-56-00-5637		1,280.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		1,280.00 *
					CHECK TOTAL:		1,280.00
541535	R0002672 JEFF DUNN						
	217944	10/02/24	01	CLASS CANCELLATION REFUND	79-000-44-00-4403		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
541536	RALLY RALLY HOMES, LLC						
	20230817-462 TIMBER	09/30/24	01	SURETY GUARANTEE REFUND	01-000-24-00-2415		1,800.00
					INVOICE TOTAL:		1,800.00 *
	20231463-552 TIMBER	09/30/24	01	SURETY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	20231633-576 ALDER	09/30/24	01	SURETY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		14,300.00
541537	RECACADE THE RECREATION ACADEMY LLC						
	100424	10/04/24	01	ARCHERY CLASS INSTRUCTION	79-795-54-00-5462		1,000.00
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
541538	SKTRUCK S & K EXCAVATING & TRUCKING						



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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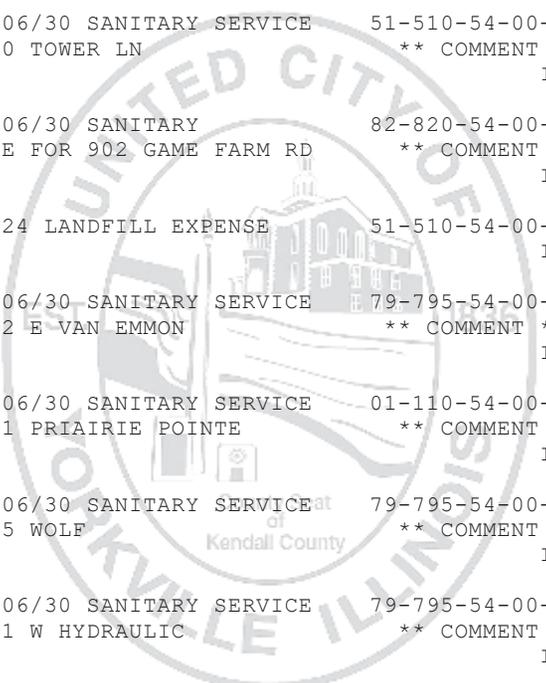
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541538	SKTRUCK	S & K EXCAVATING & TRUCKING						
	2045370	09/30/24	01	ROB ROY CREEK PROPOSAL	23-230-60-00-6034		12,000.00	
						INVOICE TOTAL:	12,000.00 *	
					CHECK TOTAL:		12,000.00	
541539	SPRTFLD	SPORTSFIELDS, INC.						
	24417	10/02/24	01	BASEBALL INFIELD MIX	79-790-56-00-5646		4,649.77	
						INVOICE TOTAL:	4,649.77 *	
					CHECK TOTAL:		4,649.77	
541540	SUBURLAB	SUBURBAN LABORATORIES INC.						
	228711	09/30/24	01	ROUTINE COLIFORM	51-510-54-00-5429		279.00	
						INVOICE TOTAL:	279.00 *	
					CHECK TOTAL:		279.00	
541541	TRAFFIC	TRAFFIC CONTROL CORPORATION						
	153797	09/25/24	01	BYPASS SWITCHES	01-410-54-00-5435		1,221.00	
						INVOICE TOTAL:	1,221.00 *	
	153798	09/25/24	01	CHANNEL DETCTOR	01-410-54-00-5435		912.00	
						INVOICE TOTAL:	912.00 *	
					CHECK TOTAL:		2,133.00	
541542	UMBBANK	UMB BANK						
	073124-STREBATE	10/01/24	01	MAY-JUL 2024 SALES TAX REBATE	01-640-54-00-5492		160,295.85	
						INVOICE TOTAL:	160,295.85 *	
					CHECK TOTAL:		160,295.85	



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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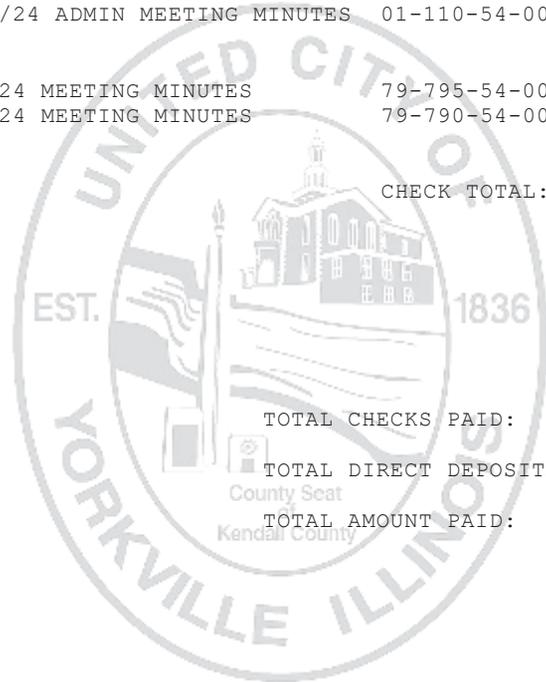
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541543	VITOSH 2234	CHRISTINE M. VITOSH 09/16/24	01	SEPT 2024 ADMIN HEARINGS	01-210-54-00-5467		350.00
						INVOICE TOTAL:	350.00 *
					CHECK TOTAL:		350.00
D003769	YBSD	YORKVILLE BRISTOL					
	133-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	51-510-54-00-5480		110.00
			02	FOR 610 TOWER LN	** COMMENT **		
						INVOICE TOTAL:	110.00 *
	146-0-072424	07/24/24	01	05/01-06/30 SANITARY	82-820-54-00-5480		126.00
			02	SERVICE FOR 902 GAME FARM RD	** COMMENT **		
						INVOICE TOTAL:	126.00 *
	2024.019	10/04/24	01	OCT 2024 LANDFILL EXPENSE	51-510-54-00-5445		19,510.44
						INVOICE TOTAL:	19,510.44 *
	32-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	79-795-54-00-5480		94.00
			02	FOR 102 E VAN EMMON	** COMMENT **		
						INVOICE TOTAL:	94.00 *
	365-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	01-110-54-00-5480		478.00
			02	FOR 651 PRAIRIE POINTE	** COMMENT **		
						INVOICE TOTAL:	478.00 *
	420-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	79-795-54-00-5480		106.00
			02	FOR 185 WOLF	** COMMENT **		
						INVOICE TOTAL:	106.00 *
	445-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	79-795-54-00-5480		96.00
			02	FOR 201 W HYDRAULIC	** COMMENT **		
						INVOICE TOTAL:	96.00 *
	487-0-072424	07/24/24	01	05/01-06/30 SANITARY SERVICE	01-110-54-00-5480		94.00



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 10/22/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003769	YBSD YORKVILLE BRISTOL						
	487-0-072424	07/24/24	02	FOR 651 PRAIRIE POINTE	** COMMENT **		
					INVOICE TOTAL:		94.00 *
					DIRECT DEPOSIT TOTAL:		20,614.44
541544	YOUNGM MARLYS J. YOUNG						
	091824-ADMIN	09/27/24	01	09/18/24 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	091924-PR	09/30/24	01	9/19/24 MEETING MINUTES	79-795-54-00-5462		42.50
			02	9/19/24 MEETING MINUTES	79-790-54-00-5462		42.50
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		170.00
					TOTAL CHECKS PAID:		2,124,276.71
					TOTAL DIRECT DEPOSITS PAID:		21,560.44
					TOTAL AMOUNT PAID:		2,145,837.15



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 October 11, 2024

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
<b>ADMINISTRATION</b>	19,684.68	-	19,684.68	1,147.62	951.49	21,783.79
<b>FINANCE</b>	14,469.10	-	14,469.10	843.56	1,074.35	16,387.01
<b>POLICE</b>	157,096.51	3,826.03	160,922.54	414.08	12,027.53	173,364.15
<b>COMMUNITY DEV.</b>	36,865.55	-	36,865.55	2,172.58	2,770.67	41,808.80
<b>STREETS</b>	27,667.66	438.74	28,106.40	1,633.91	2,091.55	31,831.86
<b>BUILDING &amp; GROUNDS</b>	6,273.75	-	6,273.75	374.51	478.58	7,126.84
<b>WATER</b>	22,347.95	208.05	22,556.00	1,220.58	1,651.96	25,428.54
<b>SEWER</b>	12,232.28	-	12,232.28	713.15	895.91	13,841.34
<b>PARKS</b>	37,248.32	266.68	37,515.00	2,023.00	2,823.07	42,361.07
<b>RECREATION</b>	29,536.54	-	29,536.54	1,285.68	2,262.93	33,085.15
<b>LIBRARY</b>	18,417.25	-	18,417.25	676.15	1,356.71	20,450.11
<b>TOTALS</b>	<b>\$ 381,839.59</b>	<b>\$ 4,739.50</b>	<b>\$ 386,579.09</b>	<b>\$ 12,504.82</b>	<b>\$ 28,384.75</b>	<b>\$ 427,468.66</b>

**TOTAL PAYROLL**

**\$ 427,468.66**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, October 22, 2024

#### ACCOUNTS PAYABLE

#### DATE

Clerk's Check #131246 Kendall County Recorder <i>(Page 1)</i>	09/26/2024	\$	138.00
Manual City Check Register <i>(Pages 2 - 6)</i>	10/04/2024		40,633.36
Manual City Check Register <i>(Pages 7 - 11)</i>	10/11/2024		6,498.88
City Check Register <i>(Pages 12 - 36)</i>	10/22/2024		2,145,837.15
	<b>SUB-TOTAL:</b>		<b>\$2,193,107.39</b>

#### PAYROLL

Bi - Weekly <i>(Page 37)</i>	10/11/2024	\$	427,468.66
	<b>SUB-TOTAL:</b>	\$	<b>427,468.66</b>

**TOTAL DISBURSEMENTS: \$ 2,620,576.05**



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2024-83

**Agenda Item Summary Memo**

**Title:** Grande Reserve – Unit 6 Acceptance

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Subdivision Acceptance Consideration

**Council Action Previously Taken:**

Date of Action: PW – 10/15/24      Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-83

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson  
Name

Engineering  
Department

**Agenda Item Notes:**

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# Memorandum

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

Date: September 26, 2024  
Subject: Grande Reserve – Unit 6

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The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements (except for sidewalk and parkway trees noted below), including punch list work, has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There are currently 21 (out of 63 total) undeveloped lots within the unit that still need sidewalk installed and parkway trees planted. The developer owns 10 of the 21 undeveloped lots. The developer continues to sell lots and construction is scheduled for several homes, so we anticipate that most of this work on lots owned by the developer will be completed before the one-year maintenance period expires.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. In this case, coverage of 120% of the remaining sidewalk and parkway trees is also required.

Original EOPC Value	\$910,865.35
10% of Original EOPC	\$91,086.54
EOPC of Remaining Sidewalk and Trees x 120%	\$115,020.00

**Required Value (10% of Original + Remaining) \$206,106.54**

**BILL OF SALE**

*Seller*, \_\_\_\_\_, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 6 and generally shown on Exhibit B.

*Seller* hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

**IN WITNESS WHEREOF**, *Seller* has signed and sealed this Bill of Sale at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Seller  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

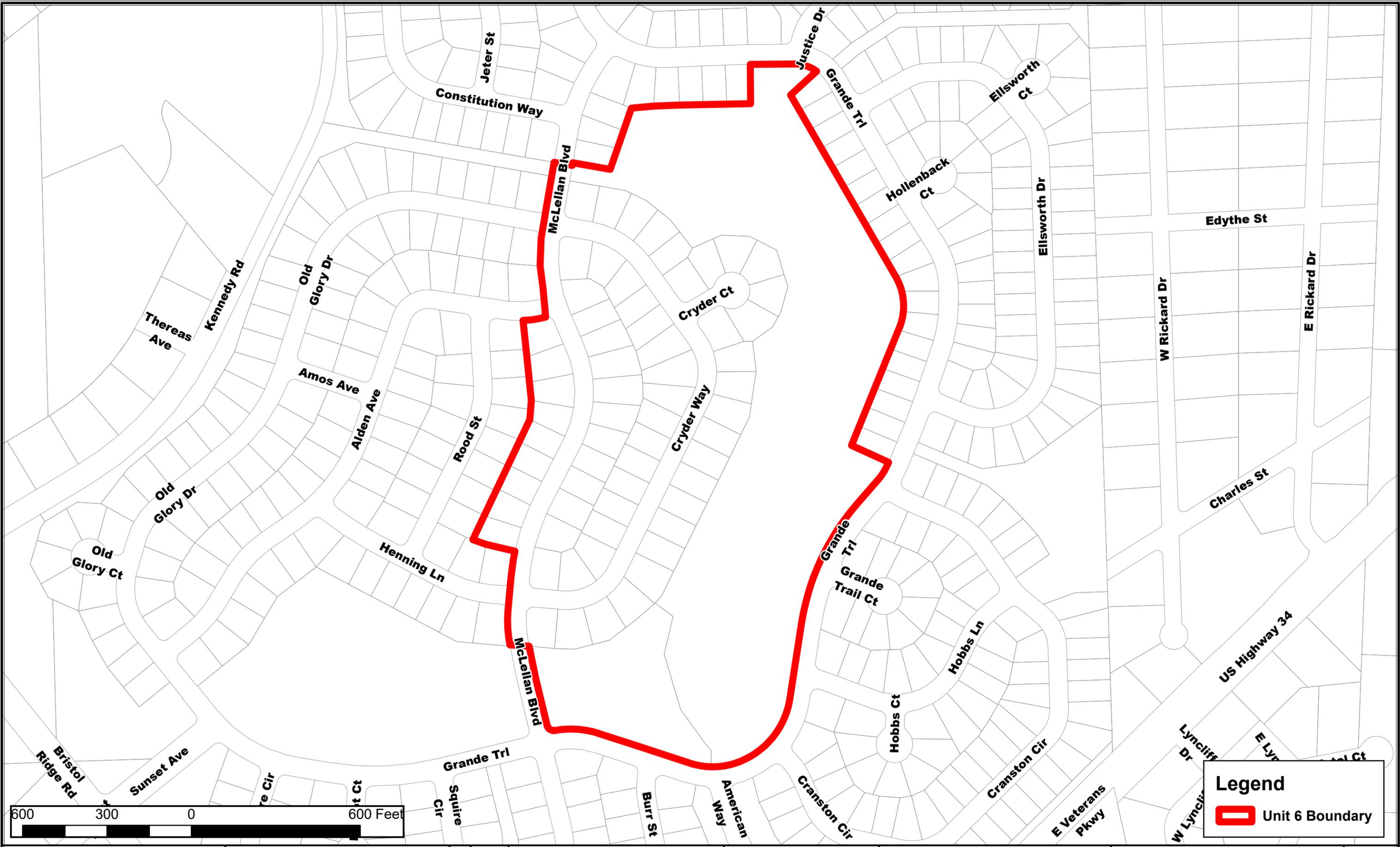
***Subscribed*** and ***Sworn*** to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

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

EXHIBIT A  
 GRANDE RESERVE - UNIT 6  
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
<b>SANITARY SEWER CONSTRUCTION</b>		
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,836
8" PVC SANITARY SEWER (SDR 21)	FOOT	187
6" SANITARY SERVICE COMPLETE - NEAR	EACH	34
6" SANITARY SERVICE COMPLETE - FAR	EACH	29
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	26
SELECT GRANULAR BACKFILL (CA-7)	FOOT	721
TELEWISE MAINS	FOOT	4,023
<b>WATER MAIN CONSTRUCTION</b>		
8" DUCTILE IRON WATER MAIN	FOOT	2,378
8" VALVE & BOX	EACH	3
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	8
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	23
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	20
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	333
<b>STORM SEWER CONSTRUCTION</b>		
4" SUMP PUMP CONNECTION	EACH	40
8" PVC	FOOT	156
12" RCP	FOOT	1,808
15" RCP	FOOT	575
18" RCP	FOOT	78
21" RCP	FOOT	665
24" RCP	FOOT	655
36" RCP	FOOT	245
24" INLET TYPE A W/ FRAME & GRATE	EACH	18
48" MANHOLE W/ FRAME AND LID	EACH	7
60" MANHOLE W/ FRAME AND LID	EACH	10
72" MANHOLE W/ FRAME AND LID	EACH	2
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
60" CATCH BASIN W/ FRAME & GRATE	EACH	2
21" RCP FLARED END SECTION W/ GRATE	EACH	1
24" RCP FLARED END SECTION W/ GRATE	EACH	1
36" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	450
TELEWISE STORM SEWER	FOOT	4,026
<b>SIDEWALK</b>		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	39865
<b>STREET LIGHTING</b>		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	14
<b>MISCELLANEOUS</b>		
PARKWAY TREES	EACH	0

ROADWAY	UNIT	QUANTITY
MCLELLAN BLVD	FOOT	1,745
CRYDER WAY	FOOT	1,940
CRYDER CT	FOOT	240



NO.	DATE	REVISIONS

DATE:	AUGUST 2024
PROJECT NO.:	YO2229
PATH:	H:/GIS/PUBLIC/YORKVILLE/2022/
FILE:	H:\GIS\Public\YORKVILLE\2022\Grande Reserve Unit 6\2024\Unit 6 Boundary.dwg

**UNIT 6**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE  
 LOCATION MAP**



GASB  
 GRANDE RESERVE - UNIT 6  
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
<b>SANITARY SEWER CONSTRUCTION</b>				
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,836	\$ 20.00	\$ 76,720.00
8" PVC SANITARY SEWER (SDR 21)	FOOT	187	\$ 40.00	\$ 7,480.00
6" SANITARY SERVICE COMPLETE - NEAR	EACH	34	\$ 450.00	\$ 15,300.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	29	\$ 1,200.00	\$ 34,800.00
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	26	\$ 1,950.00	\$ 50,700.00
SELECT GRANULAR BACKFILL (CA-7)	FOOT	721	\$ 36.50	\$ 26,316.50
TELEWISE MAINS	FOOT	4,023	\$ 1.00	\$ 4,023.00
<b>WATER MAIN CONSTRUCTION</b>				
8" DUCTILE IRON WATER MAIN	FOOT	2,378	\$ 21.00	\$ 49,938.00
8" VALVE & BOX	EACH	3	\$ 1,000.00	\$ 3,000.00
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	8	\$ 1,900.00	\$ 15,200.00
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	23	\$ 400.00	\$ 9,200.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	20	\$ 800.00	\$ 16,000.00
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	333	\$ 17.50	\$ 5,827.50
<b>STORM SEWER CONSTRUCTION</b>				
4" SUMP PUMP CONNECTION	EACH	40	\$ 250.00	\$ 10,000.00
8" PVC	FOOT	156	\$ 14.00	\$ 2,184.00
12" RCP	FOOT	1,808	\$ 16.00	\$ 28,928.00
15" RCP	FOOT	575	\$ 17.00	\$ 9,775.00
18" RCP	FOOT	78	\$ 19.00	\$ 1,482.00
21" RCP	FOOT	665	\$ 25.00	\$ 16,625.00
24" RCP	FOOT	655	\$ 28.00	\$ 18,340.00
36" RCP	FOOT	245	\$ 38.00	\$ 9,310.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	18	\$ 600.00	\$ 10,800.00
48" MANHOLE W/ FRAME AND LID	EACH	7	\$ 1,050.00	\$ 7,350.00
60" MANHOLE W/ FRAME AND LID	EACH	10	\$ 1,430.00	\$ 14,300.00
72" MANHOLE W/ FRAME AND LID	EACH	2	\$ 3,000.00	\$ 6,000.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	13	\$ 1,300.00	\$ 16,900.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	2	\$ 1,300.00	\$ 2,600.00
21" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 650.00	\$ 650.00
24" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 820.00	\$ 820.00
36" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 1,150.00	\$ 1,150.00
TRENCH BACKFILL (CA-7)	FOOT	450	\$ 10.00	\$ 4,500.00
TELEWISE STORM SEWER	FOOT	4,026	\$ 1.75	\$ 7,045.50
<b>SIDEWALK</b>				
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	39865	\$ 3.75	\$ 149,493.75
<b>STREET LIGHTING</b>				
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	14	\$ 2,700.00	\$ 37,800.00
<b>MISCELLANEOUS</b>				
PARKWAY TREES	EACH	0	\$ 350.00	\$ -
<b>TOTAL COST</b>				<b>\$ 670,558.25</b>

GASB  
GRANDE RESERVE - UNIT 6  
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
MCLELLAN BLVD	FOOT	1,745	\$ 60.25	\$ 105,138.85
CRYDER WAY	FOOT	1,940	\$ 60.25	\$ 116,887.89
CRYDER CT	FOOT	240	\$ 60.25	\$ 14,460.36
	<b>TOTAL</b>	<b>3,925</b>	<b>TOTAL COST</b>	<b>\$ 236,487.10</b>



# ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

<b>JOB NO:</b>	YO2229-DR
<b>DESIGNED:</b>	EMW
<b>DATE:</b>	9/19/2024
<b>PROJECT TITLE:</b>	GRANDE RESERVE, UNIT 6

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	5,550	\$ 15.00	\$ 83,250.00
2	DETECTABLE WARNING	SQFT	20	\$ 30.00	\$ 600.00
3	PARKWAY TREE INSTALLATION	EA	12	\$ 1,000.00	\$ 12,000.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -
25					\$ -
26					\$ -
27					\$ -
28					\$ -
29					\$ -
30					\$ -
31					\$ -
32					\$ -
33					\$ -
34					\$ -
35					\$ -
36					\$ -
37					\$ -
38					\$ -
39					\$ -
40					\$ -

**TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST \$ 95,850.00**  
 20% CONTINGENCY \$ 19,170.00  
**TOTAL MISSING SIDEWALK AND PARKWAY TREE BOND \$ 115,020.00**





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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 #4

Tracking Number

PW 2024-84

**Agenda Item Summary Memo**

**Title:** Northpointe – Sign Easement

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Consideration of Acceptance

**Council Action Previously Taken:**

Date of Action: PW – 10/15/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-84

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Acceptance

**Submitted by:** Brad Sanderson  
Name

Engineering  
Department

**Agenda Item Notes:**

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# Memorandum

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

Date: September 30, 2024  
Subject: Northpointe – Sign Easement

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Attached is an easement document for the placement of a subdivision gateway sign within the Northpointe development. This was requested by the City and has not been executed by the property owner. We recommend that the Council consider approving and accepting the easement.

If you have any questions, let me know.





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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 #5

Tracking Number

PW 2024-85

### Agenda Item Summary Memo

**Title:** QuikTrip – Easement Plats

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Consideration of Acceptance

#### Council Action Previously Taken:

Date of Action: PW – 10/15/24      Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-85

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Acceptance

**Submitted by:** Brad Sanderson  
Name

Engineering  
Department

#### Agenda Item Notes:

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# Memorandum

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

Date: October 4, 2024  
Subject: Quicktrip – Easements

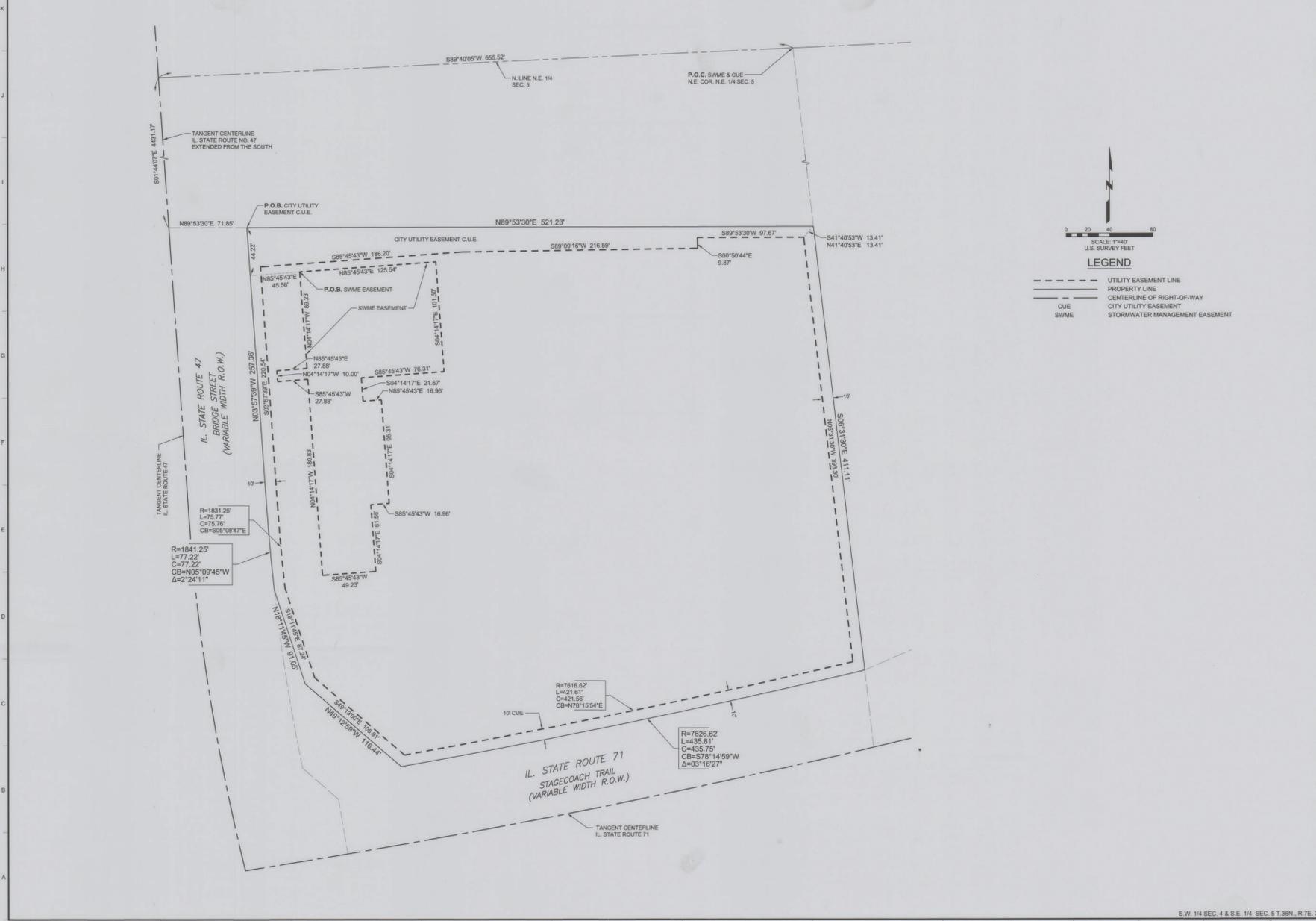
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Attached are easement documents that are necessary for the Quiktrip development. The documents have been reviewed and are ready for execution. We recommend that the Council consider approving and accepting the easement.

If you have any questions, let me know.

# EASEMENT PLAT

PART OF SW 1/4 SECTION 4 & SE 1/4 SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



**LEGEND**

---	UTILITY EASEMENT LINE
---	PROPERTY LINE
---	CENTERLINE OF RIGHT-OF-WAY
---	CITY UTILITY EASEMENT
---	CUE
---	STORMWATER MANAGEMENT EASEMENT

**Farnsworth GROUP**  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

REVISION

#	DATE	DESCRIPTION
1	07/23/2024	CLIENT REQUEST
2	08/02/2024	CITY REVIEW

PROJECT:  
QUIKTRIP NO. 7318

107 E. STAGECOACH TRAIL  
YORKVILLE, ILLINOIS

Date:	6-28-24
Design/Drawn:	DJM
Reviewed:	PEB
Field Book No.:	
Project No.:	0230339.00

**EASEMENT PLAT**

SHEET NUMBER:

**1**  
of 2

# EASEMENT PLAT

PART OF SW 1/4 SECTION 4 & SE 1/4 SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

### Description of Property

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center Line and said tangent Center Line extended 3511.16 feet; thence north 9 degrees 29 minutes 40 seconds east 548.00 feet (this point hereinafter referred to as point "A"); thence south 89 degrees 29 minutes 40 seconds west along the last described course 548.00 feet to the Center Line of Illinois State Route No. 47 aforesaid; thence south 1 degree 44 minutes 07 seconds east along said Center Line 920.01 feet to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, for the Point of Beginning; thence south 87 degrees 59 minutes 07 seconds east 593.08 feet to a line drawn south 4 degree 21 minutes 07 seconds east from said Point A, thence south 4 degree 21 minutes 07 seconds east along said line 492.85 feet to the Center Line of Illinois State Route No. 71; thence westerly along said Center Line 589.32 feet to the Center Line of said Illinois State Route No. 47; thence Northwesterly along the Center Line of said Route 47, 996.73 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

### CITY UTILITY EASEMENT (CUE) PROVISIONS

The United City of Yorkville, its successors, licensees and assigns, are hereby given easement rights to all plotted easements designated "City Utility Easement or C.U.E." Said easements shall be used solely to install, operate, maintain and remove from time to time underground facilities and appurtenances used in connection with the water main, sanitary sewer or storm drainage systems of the United City of Yorkville, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes and together with the right to install required service connections under the surface of each lot to serve improvements thereon, except that the easements may be graded as swales to receive local surface drainage. No permanent building or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, access drives, utility interconnections and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Following any work to be performed by the United City of Yorkville in the exercise of its easement rights herein granted, said city shall have no obligation with respect to surface restoration, including but not limited to, the restoration, repair or replacement of pavement, curb, gutters, trees, lawn or shrubbery, provided, however, that said city shall be obligated, following such maintenance work, to backfill and mound all trench created so as to retain suitable drainage, to repatch any asphalt or concrete surface, to remove all excess debris and spoil, and to leave the maintenance area in a generally clean and workmanlike condition.

### STORMWATER MANAGEMENT EASEMENT (SWME)

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center Line and said tangent Center Line extended to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, thence north 89 degrees 53 minutes 30 seconds east 71.85 feet; thence south 03 degrees 57 minutes 39 seconds east 44.22 feet; thence north 85 degrees 45 minutes 43 seconds east 45.58 feet to the Point of Beginning; thence containing north 85 degrees 45 minutes 43 seconds east 125.54 feet; thence south 04 degrees 14 minutes 17 seconds east 101.50 feet; thence south 85 degrees 45 minutes 43 seconds west 76.31 feet; thence north 04 degrees 14 minutes 17 seconds east 108.91 feet; thence north 85 degrees 45 minutes 43 seconds east 16.96 feet; thence south 04 degrees 14 minutes 17 seconds east 95.31 feet; thence north 85 degrees 45 minutes 43 seconds west 16.96 feet; thence south 04 degrees 14 minutes 17 seconds east 61.58 feet; thence north 85 degrees 45 minutes 43 seconds west 43.23 feet; thence north 04 degrees 14 minutes 17 seconds west 190.03 feet; thence north 85 degrees 45 minutes 43 seconds west 27.88 feet; thence north 04 degrees 14 minutes 17 seconds west 10.00 feet; thence north 85 degrees 45 minutes 43 seconds east 27.88 feet; thence north 04 degrees 14 minutes 17 seconds west 89.23 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

### CITY UTILITY EASEMENT (C.U.E.)

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center Line and said tangent Center Line extended to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, thence north 89 degrees 53 minutes 30 seconds east 71.85 feet to the Point of Beginning; thence north 89 degrees 53 minutes 30 seconds east 521.23 feet; thence south 41 degrees 40 minutes 53 seconds west 13.41 feet; thence south 89 degrees 53 minutes 30 seconds west 97.67 feet; thence south 00 degrees 50 minutes 44 seconds east 8.87 feet; thence south 89 degrees 09 minutes 16 seconds west 215.59 feet; thence south 85 degrees 45 minutes 43 seconds west 198.20 feet; thence south 03 degrees 57 minutes 39 seconds east 220.54 feet to a point of curvature; thence 75.77 feet along the arc of a curve, concave to the east, having a radius of 1831.25 feet and a chord of 75.76 feet and a chord bearing of south 05 degrees 09 minutes 47 seconds east; thence south 18 degrees 11 minutes 45 seconds east 87.24 feet; thence south 49 degrees 13 minutes 00 seconds east 108.91 feet to a point on a non-tangent curve; thence 421.61 feet along the arc of said curve, concave to the north, having a radius of 7616.02 feet and a chord of 421.56 feet and a chord bearing of north 78 degrees 15 minutes 54 seconds east; thence north 06 degrees 31 minutes 30 seconds west 303.30 feet; thence north 41 degrees 40 minutes 53 seconds east 13.41 feet; thence south 09 degrees 31 minutes 30 seconds east 411.11 feet to a point on a non-tangent curve; thence 438.81 feet along the arc of said curve, concave to the north, having a radius of 7626.02 feet and a chord of 438.75 feet and a chord bearing of south 78 degrees 14 minutes 59 seconds west; thence north 49 degrees 12 minutes 59 seconds west 116.14 feet; thence north 18 degrees 11 minutes 45 seconds west 91.05 feet to a non-tangent curve; thence 77.22 feet along the arc of a curve, concave to the east with radius of 1841.25 feet, a chord of 77.22 feet and a chord bearing of north 05 degrees 09 minutes 45 seconds west; thence north 03 degrees 57 minutes 39 seconds west 257.36 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

### STORM WATER MANAGEMENT EASEMENT PROVISIONS

An easement is hereby reserved for and granted to the united city of Yorkville and to its successors and assigns, over all of the areas marked "stormwater management easement" (abbreviated as "s.m.e.") on the plat for the perpetual right, privilege, and authority to survey, construct, reconstruct, repair, inspect, maintain and operate storm sewers and the stormwater management area, together with any and all necessary manholes, catch basins, sanitary sewers, water mains, electric and communication cables, connections, ditches, swales, and other structures and appurtenances as may be deemed necessary by said city, over, upon, along, under and through said indicated easement, together with the right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the easement that interfere with the operation of sewers or other utilities, no permanent buildings shall be placed on said easement. No change to the topography or stormwater management structures within the easement area shall be made without express written consent of the city engineer, but same may be used for purposes that do not then or later interfere with the aforesaid uses or rights.

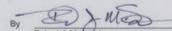
The owner of the property shall remain responsible for the maintenance of the stormwater management area and appurtenances. The United City of Yorkville will perform only emergency procedures as deemed necessary by the city engineer of the United City of Yorkville.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF McLEAN

THIS IS TO CERTIFY THAT FARNSWORTH GROUP, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT BLOOMINGTON, ILLINOIS,  
THIS 20<sup>th</sup> DAY OF AUGUST 2024

By   
Robert J. McInnis  
Professional Land Surveyor No. 3223  
Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington, Illinois 61704



DATE: 08-20-2024  
EXP. DATE: 11-30-2024  
DESIGN FIRM REGISTRATION NO. 184-001856

### CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

### CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF KENDALL

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

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

CITY ENGINEER

### CORPORATION

STATE OF \_\_\_\_\_ )  
                                  )SS  
COUNTY OF \_\_\_\_\_

THIS IS TO CERTIFY THAT QUIKTRIP CORPORATION, A TULSA OKLAHOMA CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT \_\_\_\_\_, THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2024.

Name and address:

By:   
Dhirendra Singh Heer, PRESIDENT  
SECRETARY

### NOTARY CERTIFICATE

STATE OF IL )  
                                  )SS  
COUNTY OF McLEAN

Dhirendra Singh Heer, A NOTARY PUBLIC IN AND FOR THE COUNTY

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23<sup>rd</sup> DAY OF Sep 2024

  
NOTARY PUBLIC



SW 1/4 SEC. 4 & SE 1/4 SEC. 5 T.36N., R.7E. 3P.M.



www.f-w.com  
Engineers | Architects | Surveyors | Scientists

DATE: 08-20-2024  
DESCRIPTION: CLIENT REQUEST  
CITY REVIEW

PROJECT:  
QUIKTRIP NO. 7318

107 E. STAGECOACH TRAIL  
YORKVILLE, ILLINOIS

Date: 6-28-24  
Design/Drawn: DJM  
Reviewed: PEB  
Field Book No.:  
Project No.: 0230339.00

SHEET TITLE:  
EASEMENT PLAT

SHEET NUMBER:  
2  
of

File No.: 24-9405



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

Agenda Item Number

Consent Agenda #6

Tracking Number

ADM 2024-38

### Agenda Item Summary Memo

**Title:** Treasurer’s Report for September 2024

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

**Council Action Previously Taken:**

Date of Action: ADM – 10/16/24    Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-38

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

**Agenda Item Notes:**

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



**UNITED CITY OF YORKVILLE**  
**TREASURER'S REPORT - for the month ended September 30, 2024**

**Cash Basis**

	<b>(Unaudited) Beginning Fund Balance</b>	<b>September Revenues</b>	<b>YTD Revenues</b>	<b>Revenue Budget</b>	<b>% of Budget</b>	<b>September Expenses</b>	<b>YTD Expenses</b>	<b>Expense Budget</b>	<b>% of Budget</b>	<b>Projected Ending Fund Balance</b>
<b>General Fund</b>										
01 - General	\$ 11,317,510	\$ 3,194,026	\$ 12,501,570	\$ 24,269,791	52%	\$ 2,036,803	\$ 9,189,075	\$ 24,269,791	38%	\$ 14,630,005
<b>Special Revenue Funds</b>										
15 - Motor Fuel Tax	350,976	87,458	571,117	1,067,562	53%	717,721	1,000,000	1,190,000	84%	(77,907)
79 - Parks and Recreation	496,531	404,533	1,709,242	3,365,647	51%	345,908	1,685,374	3,854,403	44%	520,399
87 - Countryside TIF	(1,175,726)	113,998	155,137	232,465	67%	1,272	47,902	225,781	21%	(1,068,491)
88 - Downtown TIF	(1,570,511)	75,583	229,711	304,494	75%	29,161	52,613	923,967	6%	(1,393,413)
89 - Downtown TIF II	216,129	86,584	208,359	149,102	140%	-	151,114	172,000	88%	273,374
11 - Fox Hill SSA	50,776	10,534	23,566	24,000	98%	3,313	7,532	60,640	12%	66,811
12 - Sunflower SSA	13,131	9,513	20,372	21,000	97%	1,000	4,890	23,640	21%	28,613
<b>Capital Project Funds</b>										
25 - Vehicle & Equipment	1,581,655	176,533	962,639	1,668,774	58%	9,713	1,281,198	3,326,455	39%	1,263,096
23 - City-Wide Capital	5,788,455	45,449	569,770	3,073,985	19%	457,470	798,230	7,688,447	10%	5,559,995
24 - Buildings & Grounds	2,405,631	143,381	424,348	43,388,158	1%	34,236	440,932	11,337,961	4%	2,389,047
<b>Enterprise Funds</b>										
* 51 - Water	8,928,863	318,299	3,544,098	48,154,287	7%	305,265	7,131,117	40,206,233	18%	5,341,844
* 52 - Sewer	3,778,857	192,942	1,244,802	5,470,606	23%	106,866	444,655	6,363,532	7%	4,579,005
<b>Library Funds</b>										
82 - Library Operations	882,883	774,055	1,904,325	1,962,584	97%	76,713	401,948	1,995,272	20%	2,385,260
84 - Library Capital	333,847	26,023	59,178	50,200	118%	-	5,345	549,000	1%	387,680
<b>Total Funds</b>	<b>\$ 33,399,007</b>	<b>\$ 5,658,912</b>	<b>\$ 24,128,235</b>	<b>\$ 133,202,655</b>	<b>18%</b>	<b>\$ 4,125,442</b>	<b>\$ 22,641,924</b>	<b>\$ 102,187,122</b>	<b>22%</b>	<b>\$ 34,885,318</b>

\* Fund Balance Equivalency

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

\_\_\_\_\_  
 Rob Fredrickson, Finance Director/Treasurer



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input 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 #7

Tracking Number

ADM 2024-42

### Agenda Item Summary Memo

**Title:** Fiscal Year 2024 Annual Treasurer’s Report

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Please see attached.

#### Council Action Previously Taken:

Date of Action: ADM – 10/16/24    Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-42

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

#### Agenda Item Notes:

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**UNITED CITY OF YORKVILLE  
TREASURER'S REPORT  
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

I certify that the following is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Rob Fredrickson  
Treasurer

**Summary Statement of Operations \***

Fund Type	Beginning Fund Balance / Net Position	Revenues	Expenditures	Other Financing Sources/(Uses)	Ending Fund Balance / Net Position *
General Fund	\$ 10,996,607	\$ 24,249,567	\$ 17,749,575	\$ (6,179,088)	\$ 11,317,511
Library Fund	1,045,518	2,033,975	1,891,990	29,230	1,216,733
Parks & Recreation Fund	261,118	1,117,263	3,291,804	2,440,844	527,421
Citywide Capital Fund	4,785,053	1,509,061	2,244,545	1,738,885	5,788,454
Buildings & Grounds Fund	1,865,907	615,089	1,575,145	1,499,779	2,405,630
Special Revenue Funds	(2,333,735)	1,669,778	1,451,269	-	(2,115,226)
Capital Project Funds	1,432,503	2,158,986	2,058,800	48,966	1,581,655
Enterprise Funds *	81,615,999	12,584,037	8,355,400	2,404,755	88,249,391
Fiduciary Fund	15,011,047	3,215,412	1,328,888	-	16,897,571

\* NOTE: Detailed financial information may be found at - <https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/5902>

**UNITED CITY OF YORKVILLE FOR THE FISCAL YEAR ENDING APRIL 30, 2024  
RECEIPTS –**

GENERAL: PROPERTY TAXES 3,708,527; MUNICIPAL SALES TAX 4,873,592; NON-HOME RULE SALES TAX 3,803,807; ELECTRIC UTILITY TAX 703,857; NATURAL GAS UTILITY TAX 435,984; EXCISE TAX 183,460; TELEPHONE UTILITY TAX 8,340; CABLE FRANCHISE FEES 248,858; HOTEL TAX 155,875; VIDEO GAMING TAX 308,184; AMUSEMENT TAX 274,812; ADMISSIONS TAX 223,356; BUSINESS DISTRICT TAXES 586,808; AUTO RENTAL TAX 26,494; STATE INCOME TAX 3,587,615; LOCAL USE TAX 813,159; CANNABIS EXCISE TAX 33,913; ROAD & BRIDGE TAX 120,588; PERSONAL PROPERTY TAX 36,397; FEDERAL GRANTS 19,388; STATE GRANTS 67,829; MISC INTERGOVERNMENTAL 1,007; LIQUOR LICENSES 91,632; OTHER LICENSES & PERMITS 12,804; BUILDING PERMITS 810,454; CIRCUIT COURT FINES 56,853; ADMINISTRATIVE ADJUDICATION 18,929; OFFENDER REGISTRATION FEES 355; POLICE TOWS 28,025; GARBAGE SURCHARGE FEES 1,770,913; UB COLLECTION FEES 198,843; CHARGEBACKS 234,338; POLICE SPECIAL DETAIL 9,302; INTEREST 713,609; REIMBURSEMENTS 50,432; RENTAL INCOME 6,160; MISCELLANEOUS INCOME 25,065; TOTAL 24,249,564.

FOX HILL SSA: PROPERTY TAXES 24,017; TOTAL 24,017.

SUNFLOWER SSA: PROPERTY TAXES 21,015; TOTAL 21,015.

MOTOR FUEL TAX: MOTOR FUEL TAX 488,700; HIGH GROWTH 157,443;  
TRANSPORTATION RENEWAL TAX 457,026; INTEREST 27,859; TOTAL 1,131,028.

CITY WIDE CAPITAL: FEDERAL GRANTS 3,113; BUILDING PERMITS 226,244;  
DEVELOPMENT FEES 11,531; ROAD CONTRIBUTION FEES 232,000; ROAD  
INFRASTRUCTURE FEES 906,544; INTEREST 94,689; REIMBURSEMENTS 33,941;  
MISCELLANEOUS INCOME 1,000; TRANSFERS 1,843,512; TOTAL 3,352,574.

BUILDINGS & GROUNDS: DEVELOPMENT FEES 292,366; CHARGEBACKS 280,386;  
INTEREST 39,191; MISCELLANEOUS INCOME 3,146; TRANSFERS 799,779; SALE OF  
CAPITAL ASSETS 700,000; TOTAL 2,114,868.

VEHICLE & EQUIPMENT FUND: GRANTS 240,177; RECAPTURE FEES 10,673;  
DEVELOPMENT FEES 219,600; ENGINEERING CAPITAL FEES 33,200; DUI FINES 12,453;  
ELECTRONIC CITATION FEES 697; CHARGEBACKS 1,569,394; MOWING INCOME 1,207;  
REIMBURSEMENTS 97,467; MISCELLANEOUS INCOME 4,118; SALE OF CAPITAL ASSETS  
48,966; TOTAL 2,237,952.

WATER: PLACES OF EATING TAX 241,229; GRANTS 325,000; WATER SALES 4,621,619;  
METER SALES 226,203; INFRASTRUCTURE FEES 926,414; CONNECTION FEES 985,872;  
INTEREST 439,142; REIMBURSEMENTS 290,297; RENTAL INCOME 119,394;  
MISCELLANEOUS INCOME 3,142; BOND PROCEEDS 9,985,000; PREMIUM ON BOND  
ISSUANCE 112,744; TRANSFERS 178,752; TOTAL 18,454,808.

SEWER: MAINTENANCE FEES 1,254,046; INFRASTRUCTURE FEES 454,336; CONNECTION  
FEES 572,678; INTEREST 143,791; REIMBURSEMENTS 293,766; MISCELLANEOUS INCOME  
4,850; TRANSFERS 1,065,723; TOTAL 3,789,190.

PARKS & RECREATION: SPECIAL EVENTS 75,873; CHILD DEVELOPMENT 146,193;  
ATHLETICS & FITNESS 484,320; CONCESSIONS 60,266; CHARGEBACKS 15,000; INTEREST  
11,508; REIMBURSEMENTS 6,451; RENTAL INCOME 89,386; HOMETOWN DAYS 167,648;  
SPONSORSHIPS & DONATIONS 18,877; MISCELLANEOUS INCOME 28,165; TRANSFERS  
2,440,844; TOTAL 3,544,531.

LIBRARY: PROPERTY TAXES 1,760,942; PERSONAL PROPERTY TAX 12,061; GRANTS  
31,761; FINES 1,682; SUBSCRIPTION CARDS 13,208; COPY FEES 2,857; PROGRAM FEES 484;  
INTEREST 37,507; RENTAL INCOME 215; MISCELLANEOUS INCOME 3,907; TRANSFERS  
29,230; TOTAL 1,893,854.

LIBRARY CAPITAL: DEVELOPMENT FEES 169,000; INTEREST 315; MISCELLANEOUS  
INCOME 33; TOTAL 169,348.

COUNTRYSIDE TIF: PROPERTY TAXES 226,795; TOTAL 226,795.

DOWNTOWN TIF: PROPERTY TAXES 121,458; TOTAL 121,458.

DOWNTOWN TIF II: PROPERTY TAXES 145,465; TOTAL 145,465.

PAYROLL: 0.01 TO 25,000.00 - AGUADO, YARILIZ; ALVAREZ, RAFAEL; ANDERSON, AVERY; ANGLIN, BETTY; BAHR, NANCY; BARBANENTE, MARISA; BARKMAN, ALEXIS; BAZAN, JEAN; BENJAMIN, REECE; BERG, VICTORIA; BIELAWA, KENDELYN; BIERITZ, CRYSTAL; BILL, RICHARD; BRADSTREET, PATRICIA; BRENNAN, MEGYN; BRUSAK, LOGAN; CAMIS, ANDREW; CAREY, MEGAN; CHILDRESS, JENNA; CHILDRESS, JORDYN; CLEVER, DAVID; COLOSIMO, ANGELO; CORNEILS, RUSSELL; CURRY, JETTA; CYKO, EMMA; DARNELL, TRACY; DAVIS, CHARLES; DEBORD, DIXIE; DICK, DAVID; DIEDERICH, NORA; DOPPELHAMMER, ELI; EVERNDEN, HAYDEN; EVERNDEN, HAYLEY; FAEDTKE, JESSICA; FRANKLIN, LUKE; FRIEDERS, KARA; FUNKHOUSER, CHRIS; GALAUNER, JULIE; GARCIA, MAGDALENA; GESSLER, KATHERINE; GILLINGHAM, BRITTANY; GLEASON, ELYSE; GLEASON, JONATHAN; GRIFFIN, COLIN; GRIFFIN, RILEY; GULBRO, EMERY; HARTMANN, DODIE; HARVEY, WYATT; HOOPER, RYAN; HOOPER, STEPHANIE; HYETT, ELLERY; IHRIG, KRISTEN; JONES, ALEXIS; JOYCE, ELIZABETH; KALINA, AUSTIN; KAVANAUGH, MACKENZIE; KNOX, CHERYL; KOCH, KENNETH; KOENIG, JOSEPHINE; KUCHARIK, THERESE; LACOCO, PRISCILLA; LEGNER, KATHLEEN; LINDER, HUNTER; LINNANE, MARGARET; LOECHL, KRISTINA; LOPEZ, BELICIA; LOWRY, TIMOTHY L; MADSEN, TYLER; MAREK, MATTHEW; MARTINEK, BENJAMIN; MARTINEK, CARLY; MARTINEK, MARYN; MCCALLOUGH, ASHLEY; MCNANNA, RYLIE; MENDEZ, SARA; MIDDLETON, EMMA; MILLER, TAYLOR; MLECZKO, VANESSA; MOGOS, RADU; MONTROSE, SIERRA; MORENO, JAZMYN; MORGART, REAGAN; MURPHY, ELIZABETH; NAJDZION, MARY; NILES, GRACE; NILES, RENEE; NYDEGGER, AYDEN; ODUM, BENJAMIN; OVERTURF, TYLER; PEACOCK, ADDISON; PLOCHER, ARDEN; PRUITT, CAYLA; PURCELL, JOHN; RADER, BRIANNE; ROMERO, CARLOS; SALESMAN, RILEY; SANDOVAL, ALEXANDRIA; SANDOVAL, OLIVIA; SCHRAEDER, ASHLEY; SCOTT, WILLIAM; SIMS, AUDREY; SOLING, CRAIG; SOMMERFIELD, ALLISON; STRAIT, WALTER; TARULIS, SEAVER; TRANSIER, DANIEL; URZUA, ABIGAIL; VASHKELIS-BENSON, DOMINIC; WALTERS, LUCAS; WALTERS, MITCHELL; WERDERICH, ANITA; WITWICKI, ELISE; ZOBEL, SUZANNE.

PAYROLL: 25,000.01 TO 50,000.00 - ANDERSON, JARED; BLYSTONE, BOBBIE; COLLUM, NICOLE; CONARD, RYAN; CYKO, NATALIE; ENGBERG, JASON; JONES, KIMBERLY; MEYER, DENNIS; REYES, LEONARDO; SCHREIBER, EMILY; SENDRA, SAMANTHA; WARD, MADISON; WHEELER, JENNIFER; WROBEL, ALEX.

PAYROLL: 50,000.01 TO 75,000.00 - BALOG, KIRSTEN; BEHLAND, JORI; CISIJA, MONICA; CURTIS, MICHAEL; DONOVAN, MICHAEL; GALAUNER, JACOB; GREGORY, KATELYN; HERNANDEZ, ERICK; IWANSKI-GOIST, SHARYL; JACKSON, JAMIE; JOHNSON, GEORGE; JORDON, ALEXANDER; KLEEFISCH, GLENN ; KLEEFISCH, GLENN; MCGREGORY, MATTHEW; MILSCHEWSKI, THEODORE; NELSON, GINA; PETRAGALLO, JOHN; REDMON, STEVEN; SCOTT, TREVOR; STEFFENS, GEORGE; VALLES-MATA, BRYAN; WEINERT, ANDREA ; WEISS, JENNETTE; WOLF, BRANDON; WOOLSEY, REBECCA.

PAYROLL: 75,000.01 TO 100,000.00 - AUGUSTINE, SHELLEY; BEHRENS, BRETT; BOROWSKI, KYLE; BROWN, DAVID; CARUSO, CALI; CREADEUR, ROBERT; DAVIS, KYLE; DYON, JUDY; FISHER, RYAN; GERLACH, SARA; HASTINGS, GINA ; HEISER, PEYTON; HENNE, DURKIN; HERNANDEZ, ADAM; HORNER, RYAN; HOULE, ANTHONY; LOBDELL, TYLER; MERTES, NICHOLAS; NAVARRO, JESUS; OPP, JOSHUA; SCHWARTZ, JACOB; SCODRO, PETER; SENG, MATTHEW; SHEPHERD, CORY; SIMMONS, AMY; SMITH, DOUGLAS; SWANSON, LUKE; THOMAS, LORI; WARREN, KEVIN; WEBER, ROBERT.

PAYROLL: 100,000.01 TO 125,000.00 - BAUER, JONATHAN; GOLDSMITH, RYAN; HART, ROBBIE; HUNTER, JOHN; JOHNSON, JEFFREY; KETCHMARK, MATTHEW; KOLOWSKI, TIMOTHY; KUEHLEM, CHRISTOPHER; PFIZENMAIER, BEHR; REMUS, SHAY; SLEEZER, JOHN; SOEBBING, ROMAN; STROUP, SAMUEL.

PAYROLL: 125,000.01 AND OVER - BARKSDALE-NOBLE, KRISTI; CARLYLE, MITCHELL; DHUSE, ERIC; EVANS, TIMOTHY; FREDRICKSON, ROB; HAYES, CHRISTOPHER; JENSEN, JAMES; MCMAHON, PATRICK; MIKOLASEK, RAYMOND; NELSON, MATTHEW; OLSON, BART; RATOS, PETER; SLEEZER, SCOTT; WILLRETT, ERIN; TOTAL 9,095,796.

VENDOR DISBURSEMENTS OVER 2,500.00: RICHARD HOFHERR 4,500; A BEEP, LLC 19,335; ABBEY PAVING & SEALCOATING CO. 59,379; ABBY PROPERTIES 4,550; ADVANCED AUTOMATION & CONTROLS 9,430; AFFORDABLE PARTY TENT RENTALS 5,122; ALL STAR SPORTS INSTRUCTION 22,799; ALLIANT INSURANCE SERVICES 38,917; ALTEC INDUSTRIES 230,457; ALTORFER INDUSTRIES 81,020; AMALGAMATED BANK OF CHICAGO 1,790,796; AMERICAN HOIST & MANLIFT 8,303; ERIC SUSZYNSKI 5,625; AMPERAGE ELECTRICAL SUPPLY 33,553; KATHRYN RAE ANASTOS 17,250; ANDERSEN PLUMBING & HEATING 22,831; ANTHONY PLACE YORKVILLE LP 11,352; ARCHITECTURAL BRONZE 3,794; ARENDS HOGAN WALKER LLC 14,216; ARTLIP & SONS 14,127; ATLAS BOBCAT 66,879; AURORA AREA CONVENTION & VISITORS BUREAU 144,796; AUTOMOTIVE SPECIALTIES 3,347; B&F CONSTRUCTION CODE SERVICES 130,280; BAKER & TAYLOR 45,226; BANK OF NEW YORK 917,465; BDK DOOR 3,322; DAVID BEEBE 4,240; BLUE CROSS & BLUE SHIELD OF ILLINOIS 1,852,882; BRISTOL KENDALL FIRE PROTECTION DISTRICT 243,842; BRISTOL TOWNSHIP 50,000; UPSTATE WHOLESALE SUPPLY 8,068; BUILDERS PAVING 505,510; PEERLESS NETWORK 100,454; CAMBRIA SALES COMPANY 10,622; CAPERS LLC 5,000; CARGILL 122,122; CEDARHURST OF YORKVILLE 3,713; CENTRAL LIMESTONE COMPANY 3,621; CITY OF AURORA 2,595; CIVIC PLUS 2,544; CLARK ENVIRONMENTAL 7,404; CLEAN EDGE CONSTRUCTION 5,000; CLOVER CONNECT 78,426; COBRA 732; COMMONWEALTH EDISON 28,589; CONSERVATION FOUNDATION 11,766; CORDOGAN CLARK & ASSOCIATES 28,243; CORE & MAIN LP 262,724; COX LANDSCAPING 24,447; D. CONSTRUCTION 1,174,975; DEARBORNE 35,065; DEKANE EQUIPMENT 5,040; DELL MARKETING 3,187; DIRECT ENERGY 428,787; DLK, LLC 175,365; DLL FINANCIAL SERVICES 9,782; DORNER PRODUCTS 2,595; DR HORTON-MIDWEST 145,900; DRS SKINNERS AMUSEMENTS 62,005; DYNEGY ENERGY SERVICES 33,296; ECO CLEAN MAINTENANCE 15,138; EJ EQUIPMENT 346,896; ENCODE PLUS 6,250; ENGINEERING ENTERPRISES, INC. 2,614,137; EUCLID BEVERAGE 21,258; FIRST NATIONAL BANK OMAHA 1,535,535; FIRST NONPROFIT UNEMPLOYMENT 35,304; AT&T MOBILITY 20,235; FISCHER EXCAVATING 2,077,837; FLETCHER ROCKWELL PRODUCTIONS 2,975; FOX VALLEY TROPHY & AWARDS 8,271; FRANK MARSHALL 48,463; J & D INGENUITIES, LLC 13,493; GARDINER KOCH & WEISBERG 108,643; GENEVA CONSTRUCTION 69,933; GLATFELTER UNDERWRITING 294,565; GOTO COMMUNICATIONS 2,731; GROOT, INC 1,718,768; GROUPE LACASSA 7,790; HAGGERTY FORD 90,715; HARI DEVELOPMENT YORKVILLE 6,540; HARRIS COMPUTER SYSTEMS 44,053; ROBBIE HART 8,442; HI FI EVENTS 15,200; HOLIDAY SEWER & WATER 14,008; HOMER TREE CARE 8,750; STATE OF ILLINOIS TREASURER 106,129; ILEPA 115,334; ILLCO, INC. 3,051; ILLINOIS GREENHOUSE LLC 37,500; ILLINOIS STATE POLICE 5,424; ILLINOIS RAILWAY LLC 218,404; ILLINOIS PUBLIC RISK FUND 210,720; IMPACT NETWORKING 3,384; IMPERIAL SERVICE SYSTEMS 67,728; IMPERIAL INVESTMENTS 103,222; INGEMUNSON LAW OFFICES LTD 3,600; INNOVATIVE UNDERGROUND 231,379; INTERDEV, LLC 305,564; JC.VEK HOLDINGS 4,120;

JETCO, LTD 614,930; JULIE 7,720; JX PETERBILT 129,927; KATHLEEN FIELD ORR & ASSOC. 52,698; KENCOM PUBLIC SAFETY DISPATCH 210,216; KENDALL COUNTY ASSOCIATION OF CHIEFS OF POLICE 3,877; KENDALL COUNTY CONCRETE 3,154; KENDALL COUNTY HIGHWAY DEPT. 144,610; KENDALL COUNTY COURT SERVICES 11,973; KENDALL COUNTY RECORDER 4,407; KENDALL COUNTY SHERIFF'S OFFICE 2,927; KENDALL CROSSING, LLC 84,769; KENDALL COUNTY COLLECTOR 13,273; KENDALL COUNTY 23,550; KEY GOVERNMENT FINANCE 1,324,538; KLUBER, INC 30,654; DOUBLE D BOOKING 3,925; KONICA MINOLTA 60,873; LANER, MUCHIN, LTD 6,041; LAUTERBACH & AMEN 32,770; LAYNE CHRISTENSEN COMPANY 338,793; LENNAR 167,158; LINDCO EQUIPMENT 63,237; LITE CONSTRUCTION 549,714; LLOYD WARBER 8,610; LRS, LLC 24,828; M.E. SIMPSON CO 37,781; MAC RELOCATIONS 9,995; MAD BOMBER FIREWORKS 42,000; MARCO TECHNOLOGIES 30,684; MARIN BROS, INC 17,733; ED MAX 4,000; MC CUE BUILDERS 13,400; MEADE ELECTRIC COMPANY 47,197; MECHANICS LAB 8,041; MENARDS 476,485; METRO FIBERNET 8,107; METRO WEST COG 11,677; METROPOLITAN INDUSTRIES 30,403; MID AMERICAN WATER 2,985; MID AMERICAN TECHNOLOGY 3,940; MIDWEST CHLORINATING & TESTING 7,000; MIDWEST SALT 150,803; MIDWEST TAPE 4,810; MORROW BROTHERS FORD 114,340; MOTOROLA SOLUTIONS 25,839; MWM CONSULTING GROUP 10,900; NARVICK BROS. LUMBER 11,626; NATIONAL SOFTWASH 4,485; QUADIENT FINANCE USA 4,300; NICOR GAS 46,643; NORTH EAST MULTI-REGIONAL 5,130; NUTOYS LEISURE PRODUCTS 14,098; OLD SECOND BANK 1,794; CYNTHIA O'LEARY 6,912; LOCAL 150 APPRENTICESHIP FUND 22,740; OSWEGO FIRE PROTECTION DISTRICT 17,539; OTTOSEN DINOLFO 133,022; OUTSOURCE SOLUTIONS GROUP, INC 3,101; PARKREATION 37,172; SHANE PATTON 4,165; PAYTRAC 18,856; PEPSI-COLA GENERAL BOTTLE 8,927; PERFORMANCE CONSTRUCTION 1,787,351; PESOLA MEDIA GROUP 2,970; PIT STOP 5,724; PIZZO AND ASSOCIATES 5,125; PLAY ILLINOIS LLC 2,771; PLAYCRAFT SYSTEMS 143,514; PLAYPOWER LT FARMINGTON INC 177,083; POSITIVE MEDIA SOLUTIONS 2,500; PRAIRIECAT 21,228; LAMBERT PRINT SOURCE 20,326; R. SMITS & SONS 6,480; RAGING WAVES 223,356; RALLY HOMES 10,000; MARKER INC 8,060; ROBERT L. RIETZ JR. 5,705; RIVERVIEW FORD 38,995; RONDO ENTERPRISES 8,027; RUSH TRUCK CENTER 41,671; RUSSO HARDWARE 13,359; RYAN HOMES 228,659; SAUL EWING ARNSTEIN & LEHR 30,000; SCIENTEL SOLUTIONS 67,687; SEAL MASTER 90,674; SEBIS DIRECT 33,439; SECOND CHANCE CARDIAC SOLUTION 8,821; SHI INTERNATIONAL CORP 13,726; SIXTEEN CANDLES ENT, LLC 7,500; SPECIAL OLYMPICS ILLINOIS 4,816; SPEER FINANCIAL 29,503; SPORTSFIELDS, INC. 15,040; STANDARD EQUIPMENT CO 7,219; STANDARD & POORS RATING SERVICES 18,500; STEVE PIPER & SONS 18,270; JESSICA YOUHANAIE 2,788; SUBURBAN LABORATORIES 11,809; TCG SOLUTIONS 5,340; THE FUN ONES 13,705; THE PETITE PALETTE 4,380; TK ELEVATOR CORPORATION 13,092; TKB ASSOCIATES 3,019; TODAY'S BUSINESS SOLUTIONS 5,291; TRAFFIC CONTROL CORPORATION 11,377; TRAFFIC LOGIX CORPORATION 2,700; HIGH STAR TRAFFIC 22,860; TRICO MECHANICAL 66,287; UMB BANK 581,610; UNI-MAX MANAGEMENT CORP 44,909; UNMANNED VEHICLE TECHNOLOGIES 7,365; VERDE ENERGY EFFICIENCY EXPERT 44,983; VERMONT SYSTEMS 7,812; JUDE VICKERY 3,800; VILLAGE OF OSWEGO 161,453; VIRTRA, INC 6,138; CHRISTINE M. VITOSH 9,019; WATER PRODUCTS, INC. 3,562; WATER SERVICES CO. 6,905; WATER SOLUTIONS UNLIMITED 56,347; WALLY WERDERICH 3,150; WEX BANK 86,740; WHISKEY ACRES DISTILLING CO. 3,168; CRAIG COX 3,000; CATHERINE B. WILCOX 7,000; WIN WIN AGAIN, LLC 9,650; WINDING CREEK NURSERY 4,000; WINNINGER EXCAVATING 2,710,154; WINTER EQUIPMENT COMPANY 3,835; YORKVILLE WALNUT PLAZA, LLC 17,437; YORKVILLE BUSINESS CENTER 2,952; YORKVILLE BRISTOL SANITARY DISTRICT 4,115,198;; YORKVILLE EDUCATIONAL FOUNDATION 5,800; YORKVILLE GLASS & MIRROR 3,100; YORKVILLE SCHOOL DISTRICT #115 619,353; MARLYS J. YOUNG 6,460; EXPENSE DISBURSEMENTS UNDER 2,500.00 252,842; TOTAL 37,064,992.



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 #1

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Tracking Number

CC 2024-81

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### Agenda Item Summary Memo

**Title:** Cyrus One Watermain Easements – Kelaka LLC

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**Meeting and Date:** City Council – October 22, 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:** Majority

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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 17, 2024  
Subject: Cyrus One watermain easements – Kelaka LLC

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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 one landowner.

## **Background**

This item was last discussed by the City Council at the October 8<sup>th</sup> meeting when the City Council approved easements from two landowners. Since that meeting, we have secured two easements (one permanent and one temporary) from one landowner for the watermain extension project. The landowner providing these easements is Kelaka LLC, and the easements are being given to the City at no cost, as they are expected commence development soon.

## **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.

**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. Temporary Construction Easement dated October 9, 2024, from Kelaka LLC an Illinois Limited Liability Company, as Grantor, said easement being located within Parcel Nos. 02-19-200-008 and 02-19-100-011.
2. Permanent Easement dated October 9, 2024, from Kelaka LLC an Illinois Limited Liability Company, as Grantor, said easement being located within Parcel Nos. 02-19-200-008 and 02-19-100-011.

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

*Attest:*

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CITY CLERK

Owner Kelaka LLC an Illinois Limited Liability Company  
Address Faxton Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-19-200-008 and 02-19-100-011

**TEMPORARY CONSTRUCTION EASEMENT**

Kelaka LLC an Illinois Limited Liability Company (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, CONVEYS and CONFIRMS 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 conveyance is subject to all matters of record and any or all rights previously conveyed to Yorkville Nexus IV LLC.

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 9th day of October, 2024

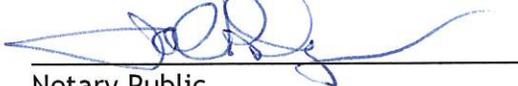
By: David Hamman  
David Hamman, Manager

By: Joseph Hamman  
Joseph Hamman, Manager

State of Illinois )  
 ) ss  
County of Kendall )

I, John P. Duggan, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph Hamman, 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 9<sup>th</sup> day of October, 2024.

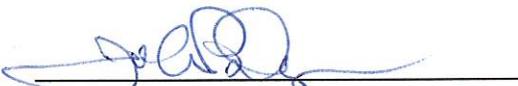
  
\_\_\_\_\_  
Notary Public



State of Illinois )  
 ) ss  
County of Kendall )

I, John P. Duggan, a Notary Public in and for the County and State aforesaid, do hereby certify that David Hamman, 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 9<sup>th</sup> day of October, 2024

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



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

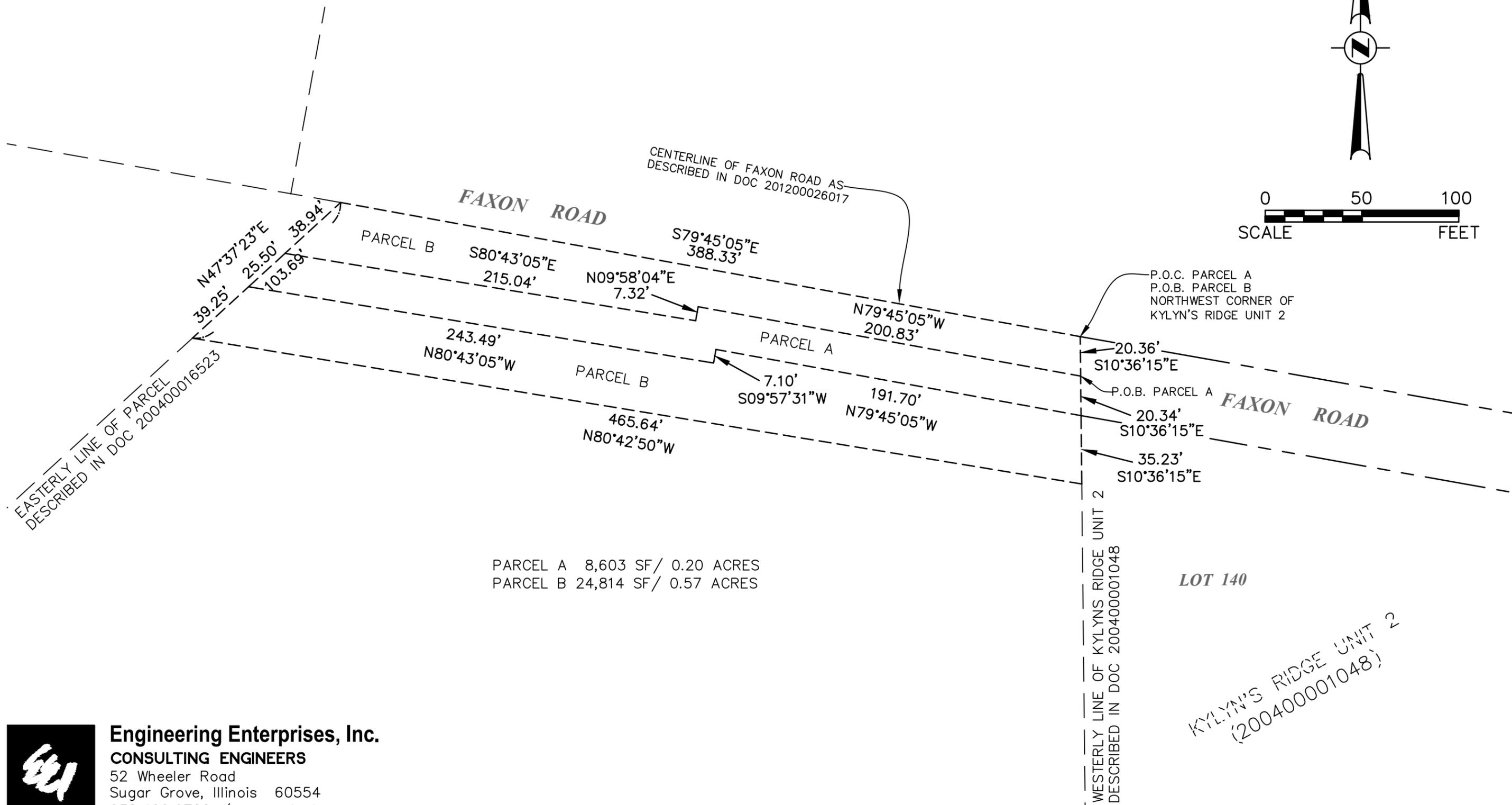
*After recording, return to:*  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

## EXHIBIT A

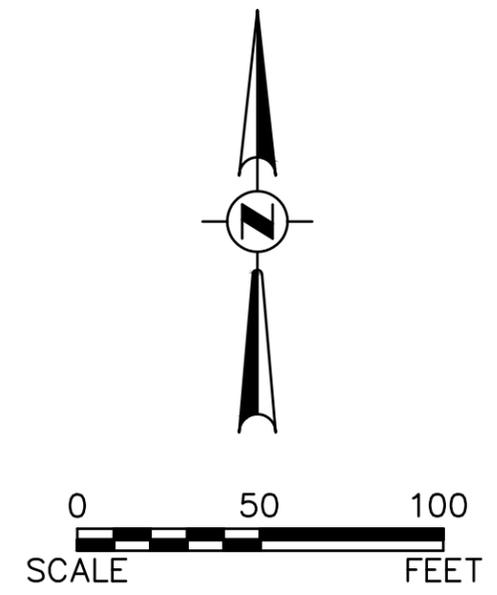
### PARCEL B (TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE SOUTH 10 DEGREES 36 MINUTES 15 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, 75.93 FEET; THENCE NORTH 80 DEGREES 42 MINUTES 50 SECONDS WEST, 465.64 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 20040001653; THENCE NORTH 47 DEGREES 37 MINUTES 23 SECONDS EAST, ALONG SAID EASTERLY LINE, 103.69 FEET TO THE CENTERLINE OF FAXON ROAD AS DESCRIBED IN DOCUMENT 201200026017; THENCE SOUTH 79 DEGREES 45 MINUTES 05 SECONDS EAST, ALONG SAID CENTERLINE OF FAXON ROAD, 388.33 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS. EXCEPTING THEREFROM THE FOLLOWING THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE SOUTH 10 DEGREES 36 MINUTES 15 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, 20.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 36 MINUTES 15 SECONDS EAST, ALONG SAID WESTERLY LINE, 20.34 FEET; THENCE NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST, 191.70 FEET; THENCE SOUTH 09 DEGREES 57 MINUTES 31 SECONDS WEST, 7.10 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 05 SECONDS WEST, 243.49 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 20040001653, SAID LINE ALSO BEING THE WESTERLY OF GRANTORS PARCEL; THENCE NORTH 47 DEGREES 37 MINUTES 23 SECONDS EAST, ALONG SAID EASTERLY LINE, 25.50 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 05 SECONDS EAST, 215.04 FEET; THENCE NORTH 09 DEGREES 58 MINUTES 04 SECONDS EAST, 7.32 FEET; THENCE SOUTH 79 DEGREES 45 MINUTES 05 SECONDS EAST, 200.83 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# EXHIBIT



PARCEL A 8,603 SF/ 0.20 ACRES  
 PARCEL B 24,814 SF/ 0.57 ACRES



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

**LOT 140**  
 KYLYN'S RIDGE UNIT 2  
 (200400001048)

PROJECT NO: Y02319  
 FILE NO: Y02319-KELAKA

Owner Kelaka LLC an Illinois Limited Liability Company  
Address Faxton Road  
Yorkville, Illinois 60560  
County Kendall  
P.I.N. Nos. 02-19-200-008 and 02-19-100-011

## PERMANENT EASEMENT

Kelaka LLC an Illinois Limited Liability Company (collectively, the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, GRANTS, BARGAINS, SELLS, CONVEYS and CONFIRMS to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (Grantee), a permanent easement for the purpose of construction and maintenance of a water main and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto. Along with the right of access from Faxton Road thereto.

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

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

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 9th day of October, 2024

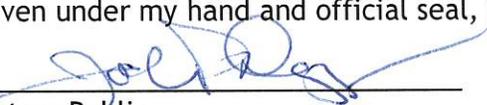
By: David Hamman  
David Hamman, Manager

By: Joseph Hamman  
Joseph Hamman, Manager

State of Illinois )  
 ) ss  
County of Kendall )

I, John P. Duggan, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph Hamman, 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 <sup>9<sup>th</sup></sup> day of October, 2024.

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



State of Illinois )  
 ) ss  
County of Kendall )

I, John P. Duggan, a Notary Public in and for the County and State aforesaid, do hereby certify that David Hamman, 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 <sup>9<sup>th</sup></sup> day of October, 2024

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



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

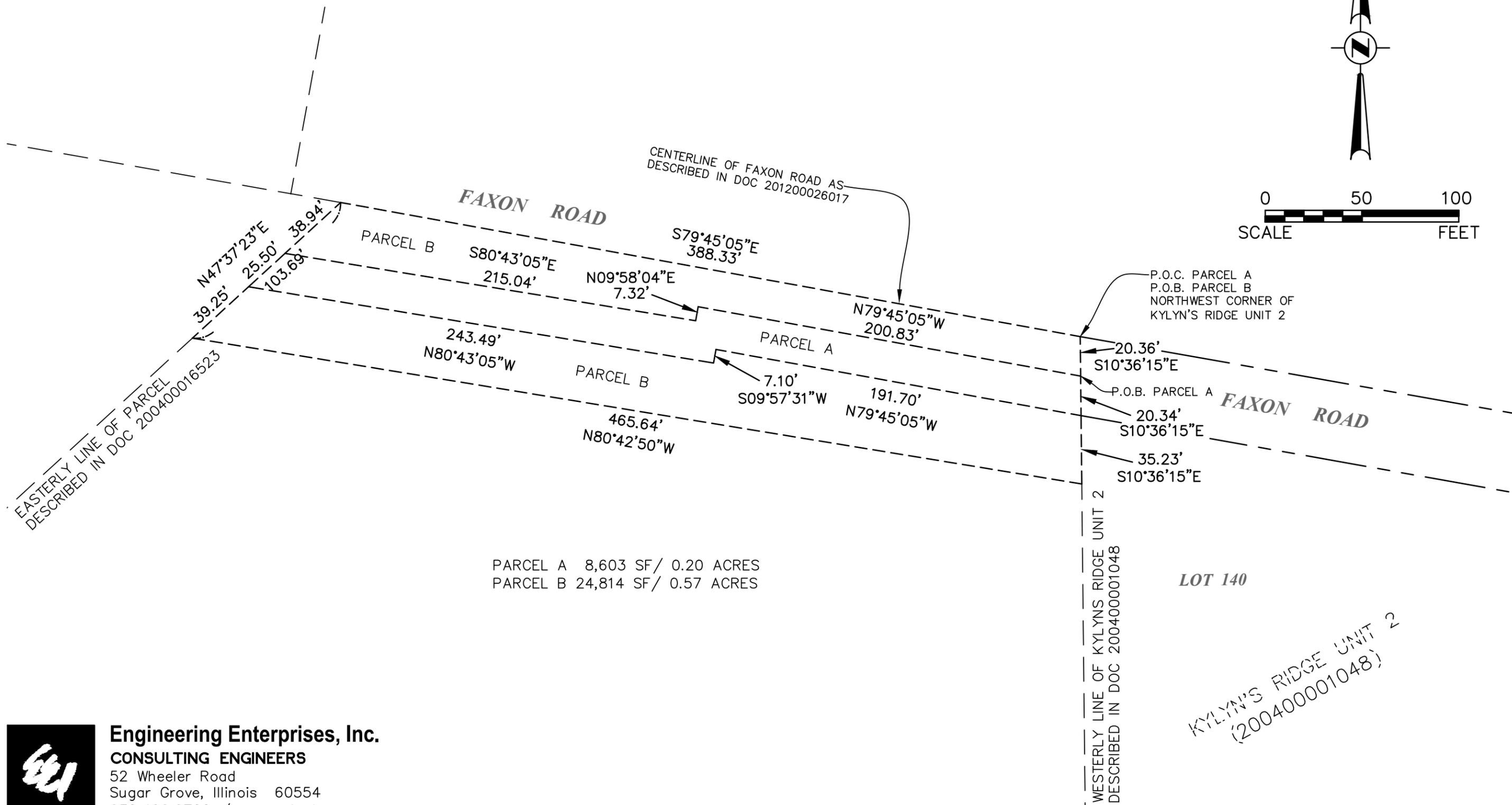
*After recording, return to:*  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, Illinois 60560

## EXHIBIT A

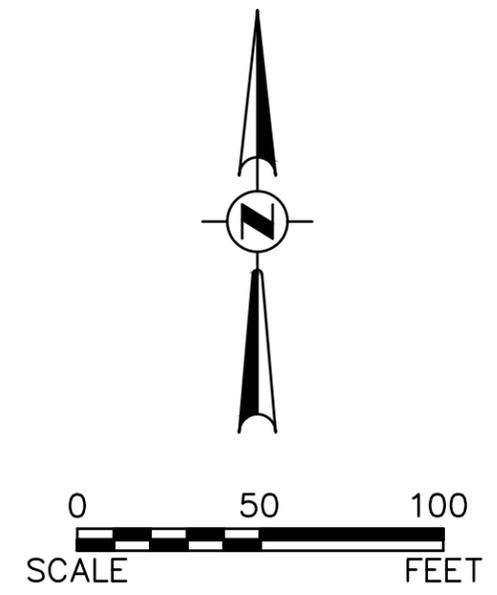
### PARCEL A (20' UTILITY EASEMENT)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF KYLYN'S RIDGE UNIT 2, RECORDED JANUARY 14, 2004 AS DOCUMENT NUMBER 200400001048; THENCE SOUTH 10 DEGREES 36 MINUTES 15 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, 20.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 36 MINUTES 15 SECONDS EAST, ALONG SAID WESTERLY LINE, 20.34 FEET; THENCE NORTH 79 DEGREES 45 MINUTES 05 SECONDS WEST, 191.70 FEET; THENCE SOUTH 09 DEGREES 57 MINUTES 31 SECONDS WEST, 7.10 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 05 SECONDS WEST, 243.49 FEET TO THE EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 20040001653, SAID LINE ALSO BEING THE WESTERLY OF GRANTORS PARCEL; THENCE NORTH 47 DEGREES 37 MINUTES 23 SECONDS EAST, ALONG SAID EASTERLY LINE, 25.50 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 05 SECONDS EAST, 215.04 FEET; THENCE NORTH 09 DEGREES 58 MINUTES 04 SECONDS EAST, 7.32 FEET; THENCE SOUTH 79 DEGREES 45 MINUTES 05 SECONDS EAST, 200.83 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

# EXHIBIT



PARCEL A 8,603 SF/ 0.20 ACRES  
 PARCEL B 24,814 SF/ 0.57 ACRES



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

**LOT 140**  
 KYLYN'S RIDGE UNIT 2  
 (200400001048)

PROJECT NO: Y02319  
 FILE NO: Y02319-KELAKA



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-82

**Agenda Item Summary Memo**

**Title:** Public Works and Parks Facility – Construction Manager Selection

**Meeting and Date:** City Council – October 22, 2024

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

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

**Agenda Item Notes:**

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



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 17, 2024  
Subject: PW and Parks Facility – Construction Manager Selection

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## Summary

Approval of RC Wegman as the construction manager of choice for the upcoming Public Works and Parks Facility project, and approval of a preconstruction services proposal.

## Background

This item was last discussed by the City Council in earnest at the August 27<sup>th</sup> meeting, when the City Council approved a construction manager RFQ document for the upcoming PW and Parks Facility project. Since then, the RFQ has opened and closed, resulting in 8 submittals from various firms<sup>1</sup>.

Staff selected three firms (RC Wegman, Harbour Construction, and Lamp) to interview and conducted those interviews with Mayor Purcell, Alderman Corneils, Assistant Administrator Willrett, Director Dhuse, Director Evans, Facilities Manager Navarro, Superintendent Scott Sleezer, myself, and Chris Hansen<sup>2</sup> from Kluber in attendance. All three firms interviewed demonstrated acceptable capabilities to complete our project, but all participants in the scoring of the three firms had RC Wegman as their top firm.

The scoring system used for the interviews generally looked at our impressions of:

- 1) The firm's project manager and site superintendent (both were asked to attend the interviews) and their ability to lead a project
- 2) The team's experience working together on a public sector, Public Works type of building
- 3) Their ability to complete work in a timely fashion and plan out a project schedule
- 4) The team's ability to resolve conflicts during design and construction
- 5) Their understanding of our project and site
- 6) Their cost control measures
- 7) Their synergy during the presentation
- 8) (A few other related categories)

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<sup>1</sup> Full proposals can be found here

[https://www.dropbox.com/scl/fo/eqrka0stw2pfvupft4slo/AOC4YiCUmeLImHmFspLchwU?rlkey=mit9npyzy9baqp\\_hykgysbvy2t&st=ozcllgl&dl=0](https://www.dropbox.com/scl/fo/eqrka0stw2pfvupft4slo/AOC4YiCUmeLImHmFspLchwU?rlkey=mit9npyzy9baqp_hykgysbvy2t&st=ozcllgl&dl=0)

<sup>2</sup> Chris Hansen did not participate in the scoring aspect of the selection.

The final aggregated scores according to the group ended up being 632 for Wegman, 575 for Lamp, and 517 for Harbour (out of 700). The interview group liked Wegman's recent project history on the Aurora Public Works facility and the Kane County multi-use maintenance facility, and their detailed plan and proposal for Yorkville's site (more details on those will be refined as part of the pre-construction work with Kluber).

As briefly mentioned at the last City Council meeting, we sought permission from the City Council to negotiate with RC Wegman and to bring a proposal forward at this City Council meeting. The full contract is very detailed and is still being negotiated. We expect the full construction manager contract to be ready for consideration at the November 12<sup>th</sup> City Council meeting. However, to move forward with the final design phases of the building, we would like to approve the attached proposal for preconstruction services from RC Wegman in the amount of \$45,000. This preconstruction services proposal will allow Kluber and RC Wegman to finalize the design details of the building in preparation for Q1 2025 bidding and a Q2 2025 construction start. The cost of this proposal was contemplated in the FY 25 budget and no budget amendment is needed.

### **Recommendation**

Staff recommends naming RC Wegman as construction manager for our Public Works and Parks Facility project, and approval of the preconstruction services proposal with RC Wegman in the amount of \$45,000.



# R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue  
Aurora, Illinois 60506  
Office: +1 630 844 3000  
Mobile: +1 630 336 3278  
cr@rcwegman.com

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

[WWW.RCWEGMAN.COM](http://WWW.RCWEGMAN.COM)

## Preconstruction Fee Proposal

R.C. Wegman Preconstruction Services during the Design Phase **\$45,000.**

- This amount assumes design will be completed in a reasonable timeframe and that construction will commence by April 15, 2025. To the extent preconstruction continues longer than anticipated, this fee will be equitably adjusted to account for the additional services.

The following items are **INCLUDED** in the Preconstruction Fee:

- |  |                             |
|--|-----------------------------|
| • RCW Team attending all Design Phase Meetings | • Value Engineering         |
| • Budget at Design Development                 | • Constructability Review   |
| • Budget at Construction Drawings              | • Subcontractor Work Scopes |
| • Master Project Schedule                      | • Front End Bid Documents   |
| • Facilitating Bid Openings                    | • Subcontractor Vetting     |

Thank you,

Colette Rozanski | President  
R.C. Wegman Construction Company  
WBE Certified  
750 Morton Avenue | Aurora, IL 60506  
O 630 844 3000  
M 630 336 3278  
[cr@rcwegman.com](mailto:cr@rcwegman.com) | [www.rcwegman.com](http://www.rcwegman.com)



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-86

### Agenda Item Summary Memo

**Title:** 2025 Road to Better Roads Program – Design Engineering Agreement

**Meeting and Date:** City Council – October 22, 2024

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

#### Council Action Previously Taken:

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-86

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 10, 2024  
Subject: 2025 Road to Better Roads (RTBR) program – design engineering

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## **Summary**

Consideration of a design engineering agreement with EEI covering the 2025 RTBR program.

## **Background**

This item was last discussed by the City Council in September 2024, when the City Council approved the 2025 RTBR program, covering Beecher Road, Waterpark Way, and streets in Prairie Meadows. Since then, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$86,979, and these costs are included in the FY 25 budget.

## **Recommendation**

Staff recommends approval of the design engineering agreement with EEI covering the 2025 RTBR program.

**2025 Road to Better Roads Program  
United City of Yorkville  
Professional Services Agreement – Design Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not include and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$86,979, of which direct expenses are estimated at \$8,795. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2025 Road to Better Roads Program  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING**

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
  - BLR14220 - Resolution
  - BLR14222 - Municipal Estimate of Maintenance Costs
  - BLR11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
  - BLR 12200 – Local Public Agency Formal Contract Proposal
  - BLR 12201 – Schedule of Prices
  - BLR 12230 – Local Agency Proposal Bid Bond
  - BLR 12325 - Apprenticeship Certification
  - BLR 12326 – Affidavit of Illinois Business Office
  - BC 57 - Affidavit of Availability
  - Index for Supplemental Specifications and Recurring Special Provisions
  - Check Sheet for Recurring Special Provisions
  - BLR 11310 - Special Provisions
  - Bureau of Design and Environment Special Provisions/Check sheets
  - Local Roads Special Provisions
  - Location Map
  - Existing/Proposed Typical Sections
  - Prevailing Wage
  - Highway Standards
  - City Standards/Details
  - Core Report (Provided by Rubino Engineering)
  - CCDD Documents (Provided by Rubino Engineering)
  - Quantity Breakdown by Street
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2455-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
2025 Road to Better Roads Program - Design Engineering		10/8/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$186	\$168	\$175	\$164	\$72		
<b>DESIGN ENGINEERING</b>											
2.1	Project Management and Coordination		6	16	12	4				38	\$ 7,740
2.2	Project Meetings		4	4	4	6				18	\$ 3,576
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)				2	4				6	\$ 1,044
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2		6				8	\$ 1,428
2.5	Site Review, Identification of Required Improvements			6	24	80				110	\$ 19,164
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%			8	40	120	6	12	6	192	\$ 32,730
2.7	Prepare Engineer's Opinion of Probably Construction Cost - 90%		2	2		8				12	\$ 2,256
2.8	Submit Bid Package for IDOT Review			2	4	8			2	16	\$ 2,652
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			2	4	4	2	4	2	18	\$ 2,986
2.10	Bidding and Contracting		2	4	6	12			2	26	\$ 4,608
<b>Insert Task Subtotal:</b>			<b>14</b>	<b>46</b>	<b>96</b>	<b>252</b>	<b>8</b>	<b>16</b>	<b>12</b>	<b>444</b>	<b>\$ 78,184</b>
<b>PROJECT TOTAL:</b>			<b>14</b>	<b>46</b>	<b>96</b>	<b>252</b>	<b>8</b>	<b>16</b>	<b>12</b>	<b>444</b>	<b>78,184</b>

**EEI STAFF**

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

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 125
Rubino (Cores & CCDD) =	\$ 8,670
<b>DIRECT EXPENSES =</b>	<b>\$ 8,795</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 78,184
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 78,184</b>

<b>TOTAL COSTS</b>	<b>\$ 86,979</b>
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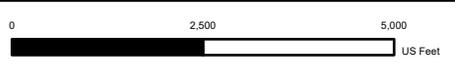
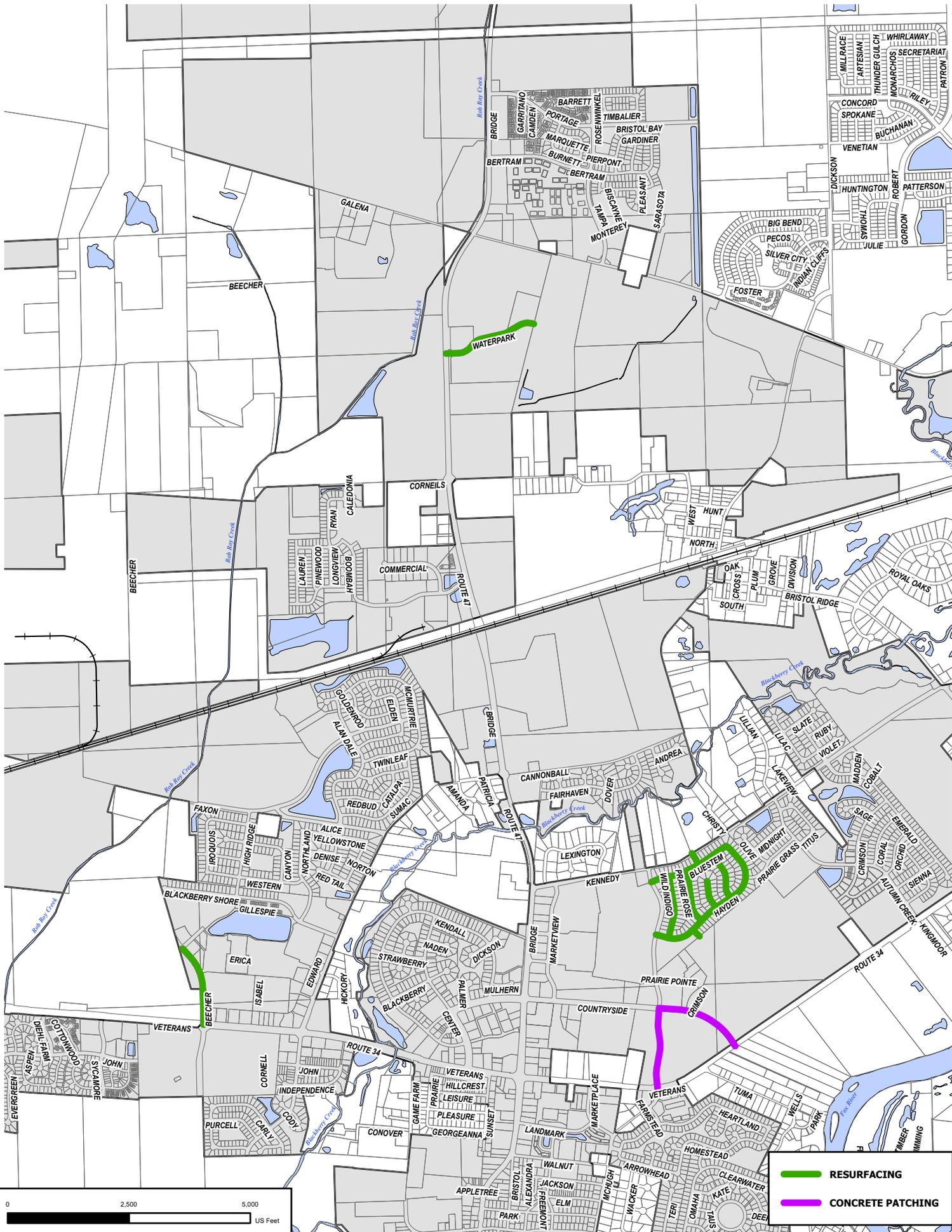
# ATTACHMENT D: ESTIMATED SCHEDULE

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2455-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
2025 Road to Better Roads Program - Design Engineering		10/8/24	CJO

TASK NO.	TASK DESCRIPTION	2024												2025				
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	NOV				
2.1	Project Management and Coordination																	
2.2	Project Meetings																	
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)																	
2.4	Analyze/Finalize Roadway Rehabilitation Methods																	
2.5	Site Review, Identification of Required Improvements																	
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%																	
2.7	Prepare Engineer's Opinion of Probably Construction Cost - 90%																	
2.8	Submit Bid Package for IDOT Review; IDOT Review																	
2.9	Revised and Resubmit Bid Package for IDOT Approval/Advertisement																	
2.10	Bidding and Contracting																	
	Construction*																	

\* A separate construction engineering agreement will be provided.





- █ RESURFACING
- █ CONCRETE PATCHING





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

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-87

### Agenda Item Summary Memo

**Title:** 2025 Local Road Program – Design Engineering Agreement

**Meeting and Date:** City Council – October 22, 2024

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

#### Council Action Previously Taken:

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-87

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 10, 2024  
Subject: 2025 Subdivision Paving (RTBR) program – design engineering

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## **Summary**

Consideration of a design engineering agreement with EEI covering the 2025 Local Roads program (subdivision paving).

## **Background**

This item was last discussed by the City Council in September 2024, when the City Council approved the 2025 Local Roads program, covering Heartland Circle and Bristol Bay. Since then, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$164,960, and these costs are included in the FY 25 budget.

## **Recommendation**

Staff recommends approval of the design engineering agreement with EEI covering the 2025 Local Roads (subdivision paving) program.

**2025 Local Road Program  
United City of Yorkville  
Professional Services Agreement – Design Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not include and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$164,960, of which direct expenses are estimated at \$11,260. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2025 Local Road Program  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING**

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
  - All required bidding and letting information and contractual forms
  - City special provisions and contracting information
  - Project specific specifications and special provisions
  - State specifications and provisions
  - Prevailing Wages
  - Bureau of Design and Environmental special provisions
  - Local Roads special provisions
  - Location Map
  - IDOT Highway Standards
  - Pavement Core Reports (Provided by Rubino Engineering)
  - CCDD Documents (Provided by Rubino Engineering)
  - By Street Quantity Breakdown
  - Aerial Exhibits showing improvement limits
  - Existing and Proposed typical sections
- Coordinate City Asphalt Rejuvenation Program for streets that were resurfaced in 2024
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 ½" x 11 ½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2456-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
2025 Local Road Program - Design Engineering		10/8/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$186	\$168	\$175	\$164	\$72		
<b>DESIGN ENGINEERING</b>											
2.1	Project Management and Coordination		8	32	16	8				64	\$ 13,008
2.2	Project Meetings		4	6	6	8				24	\$ 4,704
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		8				12	\$ 2,184
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2	4	8				14	\$ 2,508
2.5	Site Review, Identification of Required Improvements			8	56	172				236	\$ 40,992
2.6	Final Exhibits, Specifications and Estimates			16	88	180	56	88	2	430	\$ 74,344
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	6	8	10				26	\$ 4,920
2.8	QC/QA of Bid Package			18	6					24	\$ 4,896
2.9	Bidding and Contracting		4	4	8	16			2	34	\$ 6,144
<b>Insert Task Subtotal:</b>			<b>18</b>	<b>96</b>	<b>192</b>	<b>410</b>	<b>56</b>	<b>88</b>	<b>4</b>	<b>864</b>	<b>\$ 153,700</b>
<b>PROJECT TOTAL:</b>			<b>18</b>	<b>96</b>	<b>192</b>	<b>410</b>	<b>56</b>	<b>88</b>	<b>4</b>	<b>864</b>	<b>153,700</b>

**EEL STAFF**

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

**DIRECT EXPENSES**

Printing/Scanning = \$ 150  
 Rubino (Cores & CCDD) = \$ 11,110

**DIRECT EXPENSES = \$ 11,260**

**LABOR SUMMARY**

EEL Labor Expenses = \$ 153,700  
**TOTAL LABOR EXPENSES \$ 153,700**

**TOTAL COSTS \$ 164,960**



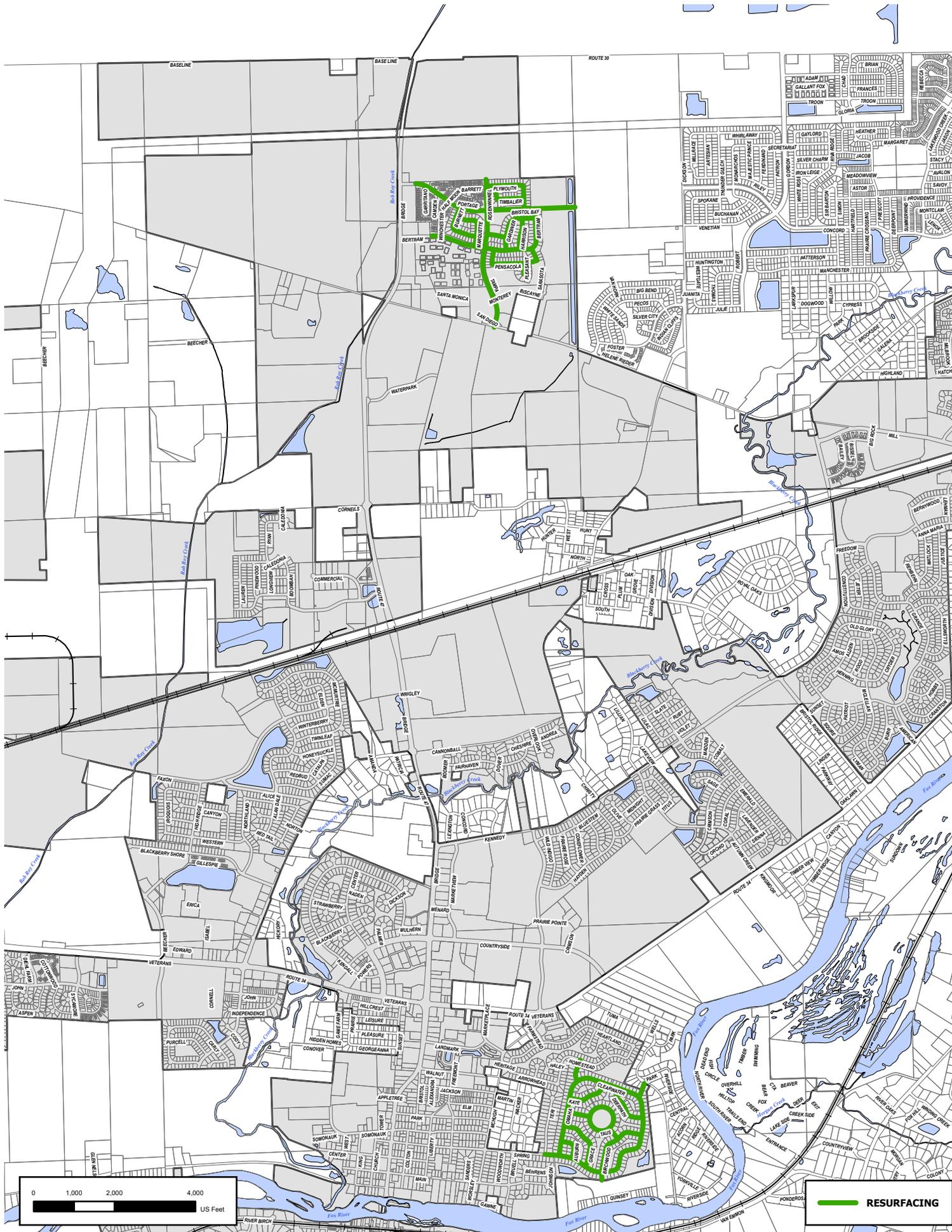
# ATTACHMENT D: ESTIMATED SCHEDULE

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2456-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
2025 Local Road Program - Design Engineering		10/8/24	CJO

TASK NO.	TASK DESCRIPTION												
		2024						2025					
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2.1	Project Management and Coordination												
2.2	Project Meetings												
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)												
2.4	Analyze/Finalize Roadway Rehabilitation Methods												
2.5	Site Review, Identification of Required Improvements												
2.6	Final Exhibits, Specifications and Estimates												
2.7	Prepare Engineer's Opinion of Probably Construction Cost												
2.8	QC/QA of Bid Package												
2.9	Bidding and Contracting												
	Construction*												

\* A separate construction engineering agreement will be provided.





**RESURFACING**

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

**United City of Yorkville**  
 651 Prairie Pointe Dr.  
 Yorkville, IL 60560

DATE: OCTOBER 2011  
 PROJECT NO.: Y0841  
 BY: MMT  
 PTH: HOSPITAL/COURTNEY/2008/2008

**2025 LOCAL ROAD PROGRAM**  
 UNITED CITY OF YORKVILLE, ILLINOIS

ATTACHMENT E  
**LOCATION MAP**





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

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2024-88

### Agenda Item Summary Memo

**Title:** East Valley Water Main Improvements – Design Engineering Agreement

**Meeting and Date:** City Council – October 22, 2024

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

#### Council Action Previously Taken:

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-88

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 10, 2024  
Subject: East Alley Watermain Relocation – design engineering

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## **Summary**

Consideration of a design engineering agreement with EEI covering the East Alley Watermain relocation project.

## **Background**

This item was last discussed by the City Council throughout 2024 as part of the various grant applications in and around the Hydraulic District. The project generally consists of replacing an old, undersized watermain along the east alley in the downtown, and moving it away from the buildings that front Route 47. Moving this watermain will allow better development of the eastern side of each business along Route 47. Accordingly, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$81,273, and these costs are included in the FY 25 budget.

## **Recommendation**

Staff recommends approval of the design engineering agreement with EEI covering the East Alley Watermain relocation project.

**East Alley Water Main Improvements  
United City of Yorkville  
Agreement for Professional Services – Design Engineering**

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

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$54,468. Additionally, direct expenses are estimated at \$26,805. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any

attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### **E. Ownership of Records and Documents:**

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

#### **F. Governing Law:**

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

#### **G. Independent ENGINEER:**

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

#### **H. Certifications:**

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

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

Loan Default: If the ENGINEER is an individual, the ENGINEER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship

Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

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

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

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

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

records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The ENGINEER agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The ENGINEER certifies that he/she is a:  United States Citizen \_\_\_ Resident Alien \_\_\_ Non-Resident Alien  
The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

**K. Additional Terms or Modification:**

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

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

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer /President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angela R. Smith  
Executive Assistant



## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

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

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

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

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

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

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

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

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

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

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

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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

## East Alley Water Main Improvements – Design Engineering United City of Yorkville, IL

### Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 367 feet of existing 6” water main along East Alley with new 8” water main, as well as connect new water services to surrounding buildings, and install cleanouts and line surrounding buildings' existing sanitary sewer services. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

#### **DESIGN ENGINEERING:**

##### **2.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Rubino Engineering)

##### **2.2 Project Meetings**

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and EEI prior to Bidding

##### **2.3 Topographic Survey & Easements**

- Field Survey
- Drafting to Create Base File
- Creation of Two (2) Easement Documents

##### **2.4 Utility Coordination**

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

##### **2.5 Final Plans, Specifications and Estimates**

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

##### **2.6 Regulatory Agency Coordination and Permitting**

- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required (IDOT, Railroad)

##### **2.7 Bidding and Contracting Services**

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN

- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

#### **DIRECT EXPENSES**

- Railroad Permitting Fees

The following scope of services will be provided by EEI's subconsultant:

- Environmental Assessment & Recommendations
- Geotechnical and CCDD (Rubino Engineering, Inc.)
  - One (1) Soil Boring 10' in depth
  - Prepare Geotechnical Report and CCDD Analysis
  - Prepare LPC 662/663 Permit

#### **EXCLUSIONS**

The above scope of services does not include the following:

- Environmental Surveys
- Sewer Televising

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in effect at the time the extra work is performed.

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2430-C	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
East Alley Water Main Improvements		10/4/24	KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$200	\$234	\$175	\$168	\$175	\$164	\$72		
<b>DESIGN ENGINEERING</b>														
2.1	Project Management and Administration	-	-	-	24	-	-	-	-	-	-	-	24	\$ 5,040
2.2	Project Meetings	-	4	-	6	-	-	-	-	-	-	-	10	\$ 2,244
2.3	Topographic Survey & Easements	-	-	-	-	-	23	20	-	-	-	-	43	\$ 8,882
2.4	Utility Coordination	-	-	-	-	12	-	-	-	-	-	-	12	\$ 2,400
2.5	Final Plans, Specifications, and Estimates	-	2	-	20	44	-	-	-	28	54	-	148	\$ 27,248
2.6	Regulatory Agency Coordination and Permitting	-	-	-	3	8	-	-	-	-	-	-	11	\$ 2,230
2.7	Bidding and Contracting	-	1	-	9	20	-	-	-	-	-	4	34	\$ 6,424
<b>Design Engineering Subtotal:</b>			<b>7</b>	<b>-</b>	<b>62</b>	<b>84</b>	<b>23</b>	<b>20</b>	<b>-</b>	<b>28</b>	<b>54</b>	<b>4</b>	<b>282</b>	<b>\$ 54,468</b>
<b>PROJECT TOTAL:</b>			<b>7</b>	<b>-</b>	<b>62</b>	<b>84</b>	<b>23</b>	<b>20</b>	<b>-</b>	<b>28</b>	<b>54</b>	<b>4</b>	<b>282</b>	<b>54,468</b>

**EEL STAFF**

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

**DIRECT EXPENSES**

Railroad Permitting =	\$	15,000
Printing =	\$	150
Environmental Assessment =	\$	5,000
Geotechnical/CCDD =	\$	6,655
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>26,805</b>

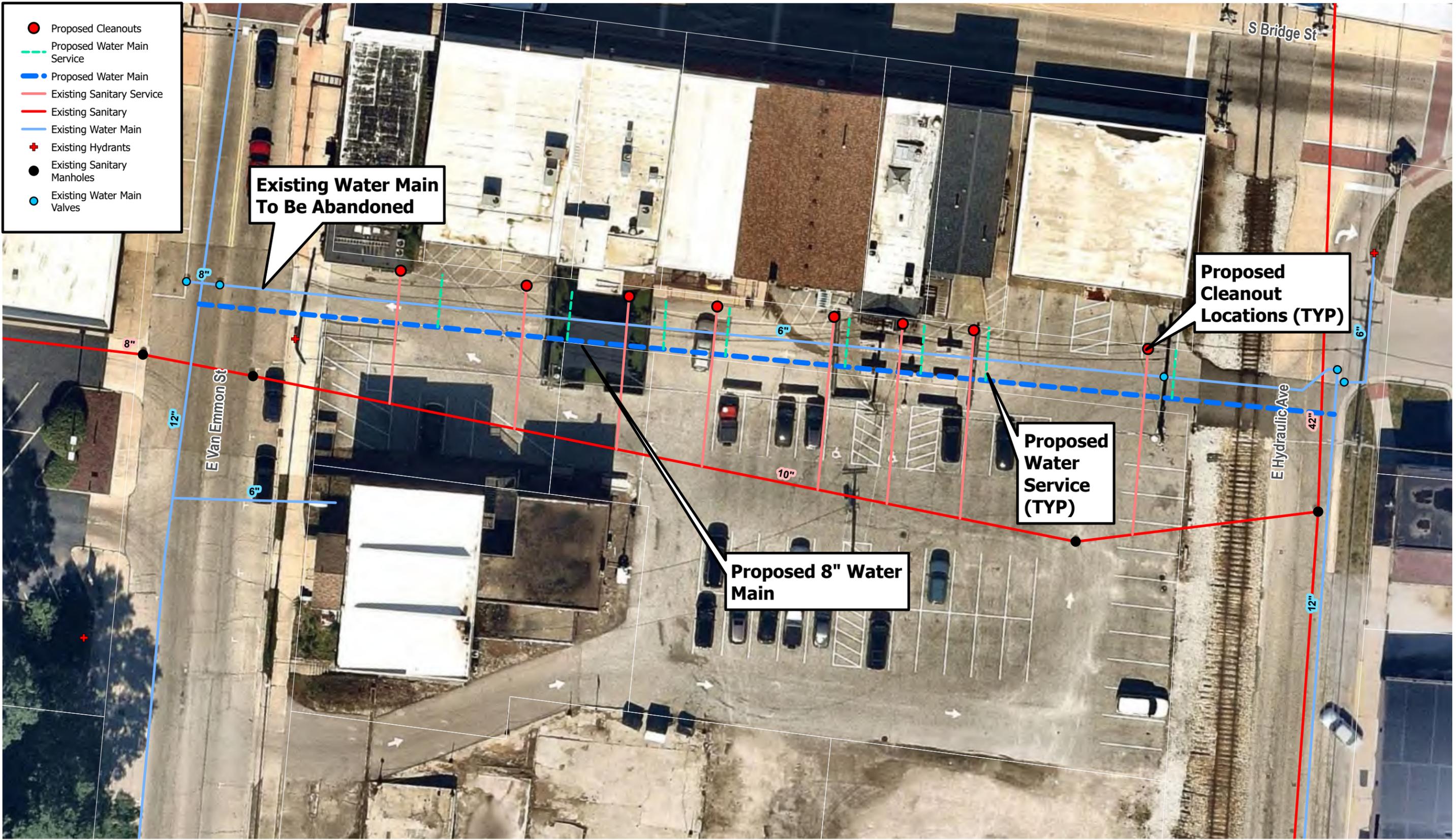
**LABOR SUMMARY**

EEL Labor Expenses =	\$	54,468
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>54,468</b>

<b>TOTAL COSTS</b>	<b>\$</b>	<b>81,273</b>
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- Proposed Cleanouts
- - - Proposed Water Main Service
- - - Proposed Water Main
- Existing Sanitary Service
- Existing Sanitary
- Existing Water Main
- + Existing Hydrants
- Existing Sanitary Manholes
- Existing Water Main Valves

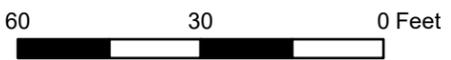


**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
 www.eeiweb.com



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

DATE:	OCTOBER 2024	
PROJECT NO.:	YO2430	
BY:	MJT	
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\	
FILE:	YO2430_East Alley Improvements	
NO.	DATE	REVISIONS



**EAST ALLEY  
 WATER MAIN  
 IMPROVEMENTS**



# ATTACHMENT E: ESTIMATED SCHEDULE

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2430-C	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
East Alley Water Main Improvements		9/30/24	KDW

TASK NO.	TASK DESCRIPTION	2024				2025								
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	
		<b>DESIGN ENGINEERING</b>												
2.1	Project Management and Administration													
2.2	Project Meetings													
2.3	Topographic Survey													
2.4	Utility Coordination													
2.5	Final Plans, Specifications, and Estimates													
2.6	Regulatory Agency Coordination and Permitting													
2.7	Bidding and Contracting													





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



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

## VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

Public Works Committee #4

Tracking Number

PW 2024-89

**Agenda Item Summary Memo**

**Title:** Water Well No. 10 & Well No. 7 Water Treatment Plant Improvements – Bid Award

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** Consideration of Award

**Council Action Previously Taken:**

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-89

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Award

<b>Submitted by:</b>	<u>Brad Sanderson</u>	<u>Engineering</u>
	Name	Department

**Agenda Item Notes:**

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# Memorandum

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

Date: October 8, 2024  
Subject: Well No. 10 & Well No. 7 Water Treatment Plant Improvements

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Bids for the project were received, opened, and tabulated at 10:00 a.m. on October 3, 2024. Representatives from the contractors bidding on the project, the City, and our firm were attendance. Copies of the Bid Summary and Bid Tab are included for your reference.

We recommend accepting the bid and approving the award for the lowest bidder, H. Linden & Sons Sewer & Water, Inc., located at 722 E. South Street, Plano, IL 60545, in the amount of \$2,400,007.00, which is 32.13% lower than the Engineer's Estimate of \$3,536,340.00.

If you have any questions or require further information, please feel free to reach out to me.

**BID SUMMARY**  
**WATER WELL NO. 10 AND WELL NO. 7 WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 10/3/2024	ENGINEER'S ESTIMATE 52 WHEELER RD SUGAR GROVE, IL 60554	H. LINDEN & SONS SEWER & WATER, INC. 722 E. SOUTH STREET, UNIT D PLANO, IL 60545	PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. JOHN STREET PLANO, IL 60545
TOTAL FOR BASE BID ITEMS	<b>\$3,536,340.00</b>	<b>\$2,400,007.00</b>	<b>\$2,883,770.00</b>
ADDENDUM NO. 1		X	X
ADDENDUM NO. 2		X	X
SIGNED BID		X	X
BID BOND		X	X
BIDDER'S QUESTIONNAIRE		X	X

**BID TABULATION**  
**WATER WELL NO. 10 AND WELL NO. 7 WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS**  
**UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECEIVED 10:00 A.M. 10/3/2024		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		H. LINDEN & SONS SEWER & WATER, INC. 722 E. South Street, Unit D Plano, IL 60545		PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. John Street Plano, IL 60545	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	\$ 75,000.00	\$ 75,000.00	\$100,000.00	\$ 100,000.00	\$428,880.00	\$ 428,880.00
2	FURNISH AND INSTALL WELL EQUIPMENT FOR WELL NO. 10, INCLUDING BUT NOT LIMITED TO, DEEP WELL SUBMERSIBLE PUMP AND MOTOR, PITLESS ADAPTER, PIPING, LEVEL TRANSDUCER, RAW WATER MAIN, VALVES, SAMPLING STATION, FIRE HYDRANT, VALVE VAULTS, PAVEMENT, SIDEWALKS, SITE GRADING, SITE RESTORATION, ELECTRICAL, CONTROLS, COORDINATION WITH COMED, ELECTRICAL SERVICE, ELECTRICAL DUCTBANK, LIGHTING, MANUAL TRANSFER SWITCH, GENERATOR TAP BOX, STARTUP/TESTING, PRESSURE TESTING/DISINFECTION OF RAW WATER MAIN (FROM WELLHEAD TO WTP), WTP CONTROL MODIFICATIONS, FENCING, CONCRETE FOUNDATIONS, EXCAVATION, BACKFILL, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LS	1	\$ 2,927,895.00	\$ 2,927,895.00	\$1,198,000.00	\$ 1,198,000.00	\$1,995,190.00	\$ 1,995,190.00
3	FURNISH AND INSTALL A NEW SWITCHGEAR WITH A MANUAL TRANSFER SWITCH AND GENERATOR TAP BOX AT THE WELL NO. 7 WTP, INCLUDING BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING ELECTRICAL GEAR AND APPURTENANCES, TEMPORARY ELECTRICAL FACILITIES, MODIFICATIONS TO THE ELECTRICAL SERVICE, ELECTRICAL, CONTROLS, STARTUP/TESTING, COORDINATION WITH COMED, CONCRETE FOUNDATION, EXCAVATION, BACKFILL, SITE AND PAVEMENT RESTORATION, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LS	1	\$ 508,445.00	\$ 508,445.00	\$1,077,007.00	\$ 1,077,007.00	\$434,700.00	\$ 434,700.00
4	ITEMS ORDERED BY THE ENGINEER	LS	25,000	\$ 1.00	\$ 25,000.00	\$1.00	\$ 25,000.00	\$1.00	\$ 25,000.00
<b>BASE BID TOTAL (ITEMS 1 THRU 4)</b>					<b>\$ 3,536,340.00</b>		<b>\$ 2,400,007.00</b>		<b>\$ 2,883,770.00</b>
						<b>BELOW ENGINEERS ESTIMATE</b>		<b>-32.13%</b>	
								<b>-18.45%</b>	



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

Public Works Committee #5

Tracking Number

PW 2024-90

### Agenda Item Summary Memo

**Title:** Well No. 10 & Well No. 7 Water Treatment Plant Improvements – Construction Engineering

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-90

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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

**Water Well No. 10 Equipment  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

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

**A. Services:**

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

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$122,904. Direct Expenses are estimated at \$10,000. The total contract amount is **\$132,904**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:  United States Citizen \_\_\_ Resident Alien \_\_\_ Non-Resident Alien  
The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Water Well No. 10 Equipment  
United City of Yorkville, IL  
Professional Services Agreement – Construction Engineering**

**Attachment B – Scope of Services**

**CONSTRUCTION ENGINEERING**

- Project Administration
- Pre-Con Meeting and Construction Progress Meetings (16 Total Meetings Max.)
- Review Pay Applications (16 Max.)
- Review Contractor's Detailed Invoice and Prepare Cover Letter
- Review and Track Contractor's Waivers of Lien
- Review Shop Drawings, O&M Manuals, and Warranty Info
- Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)
- Construction Staking
- Coordination with the City and Contractor
- Construction Observation & Field Reports (Estimating Approximately 8 Hours Per Week for 45 Weeks for Construction Observation)
- Prepare and Issue As-built Drawings

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Archer Consulting Engineers – Review of Shop Drawings, RFIs, and Change Orders. Inspection of Electrical Equipment.

**EXCLUSIONS:**

The above scope of services for the Water Well No. 10 Equipment includes the following exclusions:

- Excludes Certified Payroll Review
- Excludes Special Permitting Related to Potential Sources of Contamination
- Construction Staking for the Well Site and Conduit Route

The above scope for "Water Well No. 10 Equipment" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO24XX	
<b>PROJ</b>	United City of Yorkville	<b>DATE</b>	<b>PREPARED BY</b>
	Water Well No. 10 Equipment	10/10/24	KEP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPS II W/GPS	CAD TECH	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$165	\$200	\$164	\$70		
<b>CONSTRUCTION ENGINEERING</b>										
3.1	Project Administration and Contracting Facilitation		4	16					20	\$ 4,344
3.2	Pre-Construction Meeting and Progress Meetings (16 Total)		4	32	32				68	\$ 12,984
3.3	Review and Process Pay Applications (16 Max.)			8	16				24	\$ 4,320
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info			20	40				60	\$ 10,800
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)			4	8				12	\$ 2,160
3.6	Construction Staking					8	6		14	\$ 2,584
3.7	Coordination with the City, School District, and Contractor		8	24	32				64	\$ 12,288
3.8	Construction Observation & Field Reports			40	352				392	\$ 66,480
3.9	Prepare and Issue As-Built Drawings			8	16		16		40	\$ 6,944
<b>Construction Engineering Subtotal:</b>			<b>16</b>	<b>152</b>	<b>496</b>	<b>8</b>	<b>22</b>	<b>-</b>	<b>694</b>	<b>\$ 122,904</b>
<b>PROJECT TOTAL:</b>			<b>16</b>	<b>152</b>	<b>496</b>	<b>8</b>	<b>22</b>	<b>-</b>	<b>694</b>	<b>\$ 122,904</b>

**NOTES:**

1. See Attachment B for Detailed Scope of Services and Exclusions

<b>DIRECT EXPENSES</b>	
Printing/Scanning/Vehicle Charges =	\$ 2,500
Archer Construction Services =	\$ 7,500
<b>DIRECT EXPENSES =</b>	<b>\$ 10,000</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 122,904
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 122,904</b>

<b>TOTAL COSTS</b>	
	<b>\$ 132,904</b>



**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO24XX	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Water Well No 10 Equipment		10/10/24	KEP

TASK NO.	TASK DESCRIPTION	2024				2025												2026		
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
		<b>CONSTRUCTION ENGINEERING</b>																		
3.1	Project Administration and Contracting Facilitation																			
3.2	Pre-Construction Meeting and Progress Meetings (16 Total)																			
3.3	Review and Process Pay Applications (16 Max.)																			
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info																			
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)																			
3.6	Construction Staking																			
3.7	Coordination with the City, School District, and Contractor																			
3.8	Construction Observation & Field Reports																			
3.9	Prepare and Issue As-Built Drawings																			





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



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

NO.	DATE	REVISIONS

DATE: OCTOBER 2024  
 PROJECT NO.: YO2303  
 BY: MJT  
 PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
 FILE: YO2303\_Well No. 10 Site.mxd

**WATER WELL NO. 10 & WATER WELL NO. 7  
 WATER TREATMENT PLANT IMPROVEMENTS  
 UNITED CITY OF YORKVILLE  
 KENDAL COUNTY, ILLINOIS**

**EXHIBIT NO. 1  
 WATER WELL NO. 10 EQUIPMENT  
 AERIAL SITE PLAN**





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

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

**Well No. 7 Water Treatment Plant Improvements  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

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

**A. Services:**

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

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$43,130. Direct Expenses are estimated at \$4,000. The total contract amount is **\$47,130**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:  United States Citizen \_\_\_ Resident Alien \_\_\_ Non-Resident Alien  
The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

**L. Notices:**

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

For the City:

For the ENGINEER:

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

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Well No. 7 Water Treatment Plant Improvements  
United City of Yorkville, IL  
Professional Services Agreement – Construction Engineering**

**Attachment B – Scope of Services**

**CONSTRUCTION ENGINEERING**

- Project Administration
- Pre-Con Meeting and Construction Progress Meetings (8 Total Meetings Max.)
- Review Pay Applications (8 Max.)
- Review Contractor's Detailed Invoice and Prepare Cover Letter
- Review and Track Contractor's Waivers of Lien
- Review Shop Drawings, O&M Manuals, and Warranty Info
- Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)
- Coordination with the City and Contractor
- Construction Observation & Field Reports (Estimating Approximately 8 Hours Per Week for 16 Weeks for Construction Observation)
- Prepare and Issue As-built Drawings

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Archer Consulting Engineers – Review of Shop Drawings, RFIs, and Change Orders. Inspection of Electrical Equipment.

**EXCLUSIONS:**

The above scope of services for the Well No. 7 Water Treatment Plant Improvements includes the following exclusions:

- Excludes Certified Payroll Review
- Excludes Special Permitting Related to Potential Sources of Contamination
- Excludes Construction Staking

The above scope for "Well No. 7 Water Treatment Plant Improvements" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO24XX	
<b>PROJ</b>	United City of Yorkville	<b>DATE</b>	<b>PREPARED BY</b>
	Well No. 7 Water Treatment Plant Improvements	10/10/24	KEP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPS II W/GPS	CAD TECH	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$165	\$200	\$164	\$70		
<b>CONSTRUCTION ENGINEERING</b>										
3.1	Project Administration and Contracting Facilitation		2	8					10	\$ 2,172
3.2	Pre-Construction Meeting and Progress Meetings (8 Total)		2	8	8				18	\$ 3,492
3.3	Review and Process Pay Applications (8 Max.)			4	8				12	\$ 2,160
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info			8	8				16	\$ 3,000
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)			2	4				6	\$ 1,080
3.6	Coordination with the City and Contractor			8	12				20	\$ 3,660
3.7	Construction Observation & Field Reports			24	128				152	\$ 26,160
3.8	Prepare and Issue As-Built Drawings			2	2		4		8	\$ 1,406
<b>Construction Engineering Subtotal:</b>			<b>4</b>	<b>64</b>	<b>170</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>242</b>	<b>\$ 43,130</b>
<b>PROJECT TOTAL:</b>			<b>4</b>	<b>64</b>	<b>170</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>242</b>	<b>\$ 43,130</b>

**NOTES:**

1. See Attachment B for Detailed Scope of Services and Exclusions

<b>DIRECT EXPENSES</b>	
Printing/Scanning/Vehicle Charges =	\$ 500
Archer Construction Services =	\$ 3,500
<b>DIRECT EXPENSES =</b>	<b>\$ 4,000</b>

<b>LABOR SUMMARY</b>	
EEl Labor Expenses =	\$ 43,130
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 43,130</b>

<b>TOTAL COSTS</b>	
	<b>\$ 47,130</b>

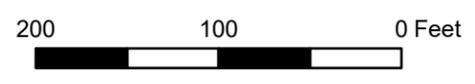
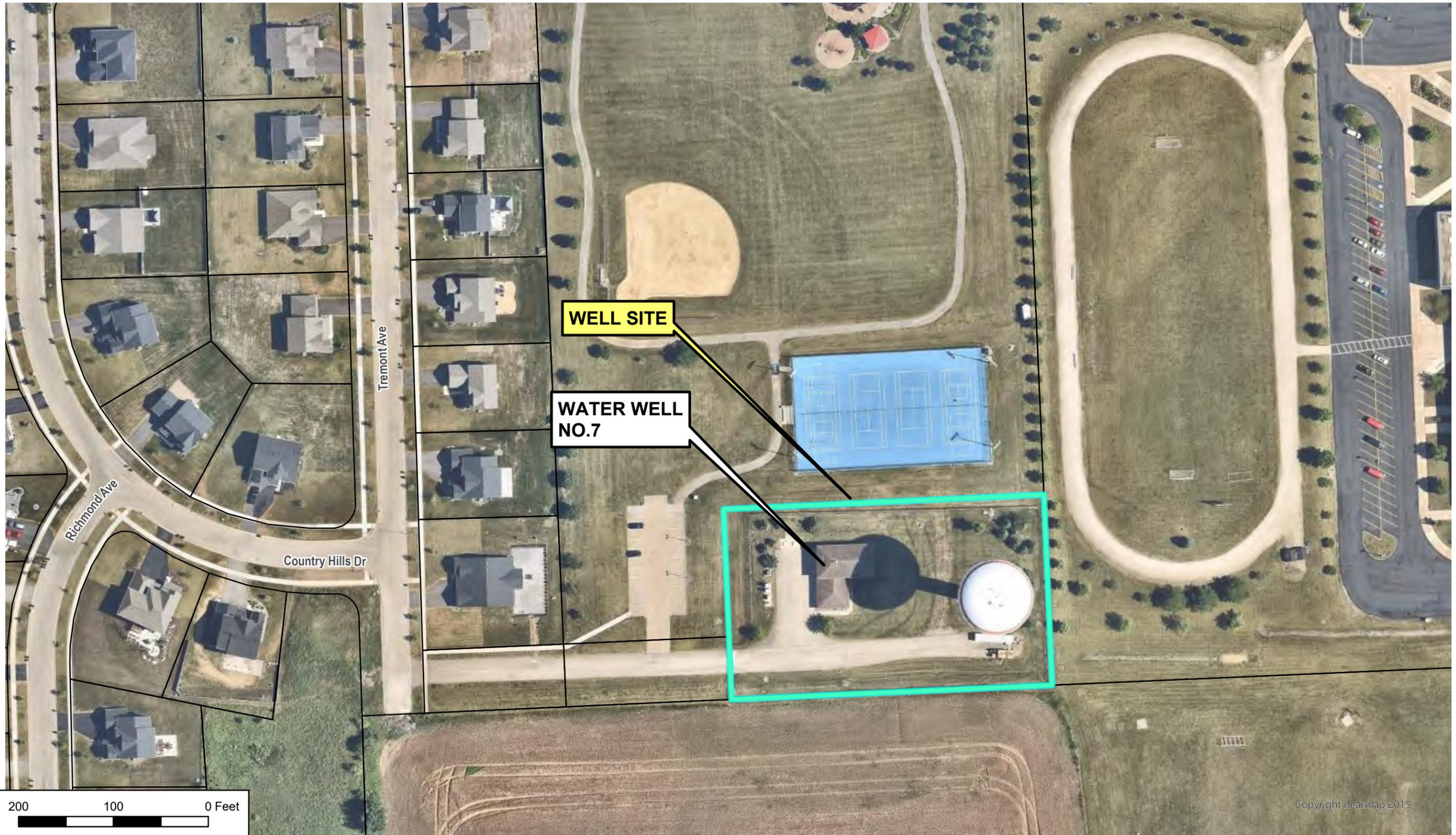


**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO24XX	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Well No. 7 Water Treatment Plant Improvements		10/10/24	KEP

TASK NO.	TASK DESCRIPTION	2024												2025				2026		
		2024				2025								2026						
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
<b>CONSTRUCTION ENGINEERING</b>																				
3.1	Project Administration and Contracting Facilitation																			
3.2	Pre-Construction Meeting and Progress Meetings (8 Total)																			
3.3	Review and Process Pay Applications (8 Max.)																			
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info																			
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)																			
3.6	Coordination with the City and Contractor																			
3.7	Construction Observation & Field Reports																			
3.8	Prepare and Issue As-Built Drawings																			





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



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

NO.	DATE	REVISIONS

DATE: OCTOBER 2024  
 PROJECT NO.: YO2303  
 BY: MJT  
 PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
 FILE: YO2303\_Well No. 10 Site.mxd

**WATER WELL NO. 10 & WATER WELL NO. 7  
 WATER TREATMENT PLANT IMPROVEMENTS  
 UNITED CITY OF YORKVILLE  
 KENDAL COUNTY, ILLINOIS**

**EXHIBIT NO. 2  
 WATER WELL NO. 7  
 WATER TREATMENT PLANT  
 AERIAL SITE PLAN**





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

**VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY**

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



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

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2024-91

**Agenda Item Summary Memo**

**Title:** WIFIA Loan Application – Engineering Change Order & Contract Amendment

**Meeting and Date:** City Council – October 22, 2024

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

**Council Action Previously Taken:**

Date of Action: PW – 10/15/24      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-91

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

<b>Submitted by:</b>	<u>Bart Olson</u>	<u>Administration</u>
	Name	Department

**Agenda Item Notes:**

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 10, 2024  
Subject: WIFIA application – engineering change order

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## **Summary**

Consideration of a change order to the engineering agreement with EEI (subconsultant Stantec) covering WIFIA application services.

## **Background**

This item was last discussed by the City Council in September 2023 when the City Council approved an engineering agreement with EEI/Stantec to cover WIFIA application efforts. Since then, EEI and Stantec have been compiling application materials and meeting regularly with the EPA / WIFIA staff to complete the application. EPA staff have recommended regularly scheduled meetings above and beyond what was expected when the City Council approved the original engineering agreement with EEI last year, and the WIFIA application process has been marginally delayed due to various components of the overall project. Accordingly, EEI and Stantec have recalibrated their time spent on the project and have requested a change order to cover additional time and effort on the application process in an amount of \$57,000. This will take the total contract value to \$141,000 from ~\$84,000. While this money is not budgeted specifically, the various water fund line-items can easily cover this expenditure in the FY 25 budget without a budget amendment.

## **Recommendation**

Staff recommends approval of the change order to the engineering agreement with EEI covering WIFIA application services.

## Bart Olson

---

**From:** Brad Sanderson <bsanderson@eeiweb.com>  
**Sent:** Wednesday, October 9, 2024 7:17 AM  
**To:** Bart Olson  
**Cc:** Jori Behland; Monica Cisija; Erin Willrett; Eric Dhuse; Rob Fredrickson; Christopher Walton; Emily Conti; Debbie Anderson  
**Subject:** 10/15 PW Committee Meeting  
**Attachments:** 24.10.08\_YO2341-P - WIFIA Application Due Diligence Contract Amendment.pdf

Good morning Bart,

Here are the materials for the WIFIA Application Change Order. Basically, the previously approved agreement was for the completion of the application and it did not include the due diligence portion and the bi-weekly meetings being suggested by WIFIA to keep the project moving. The change order is suggested to be hourly to cover anticipated time from EEI and Stantec.

Let us know if you have any questions. Thanks.

**BRADLEY P. SANDERSON, PE**

*Chief Operating Officer / President*



[bsanderson@eeiweb.com](mailto:bsanderson@eeiweb.com)

Direct: 630.466.6720 / Cell: 630.816.0957 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

[eeiweb.com](http://eeiweb.com)



CHECK OUT OUR **50**  
*Anniversary Video*

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# Engineering Enterprises, Inc.

## CHANGE ORDER



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

Change Order Number: 1  
 Change Order Date: 10/8/24

Project Name: Lake Michigan – WIFIA Loan Application  
 Project Number: YO2341-P

### Description of Work / Scope Change / Reason for Change

The City has submitted a WIFIA Loan Application for various projects required to bring Lake Michigan water to their community, and additional scope items have been identified by EPA as necessary to complete the technical and environmental due diligence process for the WIFIA loan. Additional scope items required for this work are identified in Attachment B. This additional scope requires additional engineering fees and subconsultant fees. Please find attached a level of effort (Attachment C). The amounts are summarized below:

Additional EEI Expenses (Hourly NTE)= \$ 29,400.00  
 Additional Subconsultant Expenses = \$ 27,600.00  
  
Total Value of Change (Amount) = \$ 57,000.00

Original Contract Sum	\$	84,066.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	84,066.00
Sum of this Change Order	\$	57,000.00
New Contract Sum	\$	141,066.00

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

Authorized by Owner/Client/Agent:

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement for Professional Services  
Lake Michigan – WIFIA Loan Application  
CONTRACT AMENDMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the “CITY”) and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the “ENGINEER”).

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. **Services:** ENGINEER agrees to perform for the CITY the scope of services described in Attachment B.
2. **Direction:** The City Administrator or his written designee, shall act as the CITY’S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. **Compensation:** The work items, estimated staff time, and projected fees for each work item are summarized within Attachment C. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein on a time and material basis for actual expenses incurred, which shall be hourly not to exceed in the amount of \$57,000.
4. **Term:** The term of this Agreement shall be active through May 31, 2024, unless otherwise extended through written confirmation by both parties. It is anticipated that this work will be complete within eight (8) months of notice to proceed.
5. **Payment:** Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. **Termination:** This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. **Documents:** All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.



8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

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

The ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554  
Attn: Brad Sanderson, P.E.

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.

10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.

11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

UNITED CITY OF YORKVILLE:

ENGINEERING ENTERPRISES, INC.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



**Lake Michigan – WIFIA Loan Application  
United City of Yorkville, IL  
Professional Services Agreement  
CONTRACT AMENDMENT**

**Attachment B – Scope of Services**

**Introduction:**

The United City of Yorkville (City), along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC).

The City has identified the USEPA WIFIA program as a viable option for project financing. The City has submitted a WIFIA loan application for various projects required to bring Lake Michigan water to their community, and additional items remain to complete the technical and environmental due diligence process for the WIFIA loan.

The proposed additional work items for this project are as follows:

**WIFIA LOAN TECHNICAL AND ENVIRONMENTAL DUE DILIGENCE SUPPORT:**

- 1.1 Project Administration and Management
- 1.2 Meetings with City and EPA
  - Bi-weekly meetings with EPA and City throughout the duration of the Due Diligence Process (assumed through July 2025).
  - Coordination of the Project Team, Communications and Meetings with City Staff, and Other Consultants and Monitoring Schedule and Budget.
- 1.3 Coordination with EPA and Agencies on Application Due Diligence
  - Gather additional project information to provide to the EPA and respond to RFI requests.
  - Assist City and City's municipal financial advisor in responding to EPA's financial questions.
  - Develop templates and frameworks to organize information, communicate and meet with City staff including project managers to confirm available information, and present information to the EPA in agreed upon deadlines.

Stantec Consulting Services, Inc. will continue to be a subconsultant to EEI for the scope items identified herein and as noted on Attachment C: Estimate of Level of Effort and Associated Cost. Their contract amendment proposal is also included in this PSA package for reference.

**Additional Comments – Items Excluded**

- Additional meetings beyond those identified in the above scope, including meetings beyond the estimated completion date.

The above scope summarizes the additional work items that will be completed for this contract amendment. Any further additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

<b>CLIENT</b>				<b>PROJECT NUMBER</b>			
United City of Yorkville				YO2341-P			
<b>PROJECT TITLE</b>				<b>DATE</b>		<b>PREPARED BY</b>	
Lake Michigan-WIFIA Loan Application - Contract Amendment				10/8/24		EMC, CRW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE					HOURS	COST
		RATE	\$246	\$234	\$210	\$168						
<b>WIFIA LOAN TECHNICAL AND ENVIRONMENTAL DUE DILIGENCE SUPPORT</b>												
1.1	Project Administration and Management				12						12	\$ 2,520
1.2	Meetings with City and EPA				24	40					64	\$ 11,760
1.3	Coordination with EPA, Other Agencies, and City on Application Due Diligence				24	60					84	\$ 15,120
<b>WIFIA Loan Technical and Environmental Due Diligence Support Subtotal:</b>			-	-	60	100	-	-	-	-	160	\$ 29,400
<b>PROJECT TOTAL:</b>			-	-	60	100	-	-	-	-	160	29,400

Notes

1. Assumes biweekly meetings (and prep) from September 2024 through July 2025.

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 29,400
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 29,400</b>

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ -
Mileage =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ -</b>

<b>SUBCONSULTANT EXPENSES</b>	
Stantec (WIFIA Due Diligence Support) =	\$ 27,600
<b>SUBCONSULTANT EXPENSES =</b>	<b>\$ 27,600</b>

<b>CONTRACT AMENDMENT TOTAL COSTS</b>	
	<b>\$ 57,000</b>



**Agreement for Professional Services  
Lake Michigan – WIFIA Loan Application**

This Agreement, made this 20<sup>th</sup> day of September, 2023 by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the scope of services described in Attachment B.
2. Direction: The City Administrator or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment C. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$84,066.
4. Term: The term of this Agreement shall be active through May 31, 2024, unless otherwise extended through written confirmation by both parties. It is anticipated that this work will be complete within eight (8) months of notice to proceed.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

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

The ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554  
Attn: Brad Sanderson, P.E.

- 9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
- 10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
- 11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

UNITED CITY OF YORKVILLE:

ENGINEERING ENTERPRISES, INC.:

  
 \_\_\_\_\_  
 John Purcell  
 Mayor

  
 \_\_\_\_\_  
 Brad Sanderson, PE  
 Chief Operating Officer / President

ATTEST:

ATTEST:

  
 \_\_\_\_\_  
 Jori Behland  
 City Clerk

  
 \_\_\_\_\_  
 Angie Smith  
 Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Lake Michigan - WIFIA Loan Application  
United City of Yorkville, IL  
Professional Services Agreement**

**Attachment B – Scope of Services**

**Introduction:**

The United City of Yorkville (City), along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC).

The City has identified the USEPA WIFIA program as a viable option for project financing. The City is planning to submit WIFIA loan application for various projects required to bring Lake Michigan water to their community.

The proposed work items for this project are as follows:

**WIFIA LOAN APPLICATION SUPPORT**

**1.1 Project Administration and Management**

**1.2 WIFIA Loan Application Development**

- Gather and review all available, current, and pertinent project information.
- Review all sections of the WIFIA Application for consistent and comprehensive presentation of the project (or program of projects). The consultant team will provide recommendations to the City on including information to improve sections of the Application and expedite the EPA Due Diligence process.
- Prepare the Programmatic Environmental Assessment Questionnaire.
- Revise the Application according to direction from the City and support the timely submission of the completed Application.
- Deliverable: Completed WIFIA Loan Application.

**1.3 Financial Analysis**

- Work with City Staff to update the Pro Forma developed for the WIFIA Letter of Interest.
- Includes additional scenario analyses.
- Coordination with the City's Financial Advisor.
- Provide support on related sections of the WIFIA Loan Application.
- Deliverables Include:
  - Pro Forma to support the WIFIA Application projecting:
    - Revenues and associated rate increases
    - Operations and Maintenance Costs
    - Capital Costs
    - Debt Service
    - Key Performance Indicators (debt service coverage, days cash on hand)
    - Fund Balances
    - Escalation
  - Technical memoranda (approximately 5 pages with assumptions workbook). Technical memoranda will include a calendar of funding and financing activities and needs.

1.4 Coordination and Meetings with City, Agencies, Waterlink Partners and Stantec throughout the loan application process.

Stantec Consulting Services, Inc. will be a subconsultant to EEI for the scope items identified herein and as noted on Attachment C: Estimate of Level of Effort and Associated Cost. Their proposal is also included in this PSA package for reference.

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

<b>CLIENT</b>				<b>PROJECT NUMBER</b>			
United City of Yorkville				YO2341-P			
<b>PROJECT TITLE</b>				<b>DATE</b>		<b>PREPARED BY</b>	
Lake Michigan-WIFIA Loan Application				9/20/23		AG/CRW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE					HOURS	COST
		RATE	\$239	\$227	\$204	\$179						
<b>WIFIA LOAN APPLICATION SUPPORT</b>												
1.1	Project Administration and Management		4	4	8						16	\$ 3,496
1.2	WIFIA Loan Application Development		6	6	20	48					80	\$ 15,468
1.3	Financial Analysis		4	2	8	8					22	\$ 4,474
1.4	Coordination and Meetings with City, Agencies and Waterlink Partners		16	6	16	12					50	\$ 10,598
<b>WIFIA Loan Application Support Subtotal:</b>			<b>30</b>	<b>18</b>	<b>52</b>	<b>68</b>	-	-	-	-	<b>168</b>	<b>\$ 34,036</b>
<b>PROJECT TOTAL:</b>			<b>30</b>	<b>18</b>	<b>52</b>	<b>68</b>	-	-	-	-	<b>168</b>	<b>34,036</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 34,036
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 34,036</b>

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 100
Mileage =	\$ -
<b>DIRECT EXPENSES</b>	<b>= \$ 100</b>

<b>SUBCONSULTANT EXPENSES</b>	
Stantec (WIFIA Application & Financial Analysis) =	\$ 49,930
<b>SUBCONSULTANT EXPENSES</b>	<b>= \$ 49,930</b>

<b>TOTAL COSTS</b>	<b>\$ 84,066</b>
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## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 216.00
Expert Testimony		\$ 271.00



**Stantec Consulting Services Inc.**  
350 North Orleans Street, Suite 1301  
Chicago IL 60654-1983

September 19, 2023

Project/File: City of Yorkville WIFIA Application

**Jeffrey Freeman**

52 Wheeler Rd. Sugar Grove, IL 60554

Dear Jeff Freeman,

**Reference: City of Yorkville WIFIA Application**

Stantec Consulting Services Inc. is pleased to submit a proposal to Engineering Enterprises, Inc. (EEI) to provide funding support services for the WIFIA Application for the City of Yorkville, Illinois alternative water source project.

## WIFIA Application

Stantec will perform the services as described below to support EEI's request.

### Task 1 – WIFIA Application

As requested, Stantec will lead the development, submittal, and coordination with WIFIA staff for the WIFIA Application with support from EEI and the City. As needed funding support services may consist of, but not limited to:

- Gather and review all available, current, and pertinent project information.
- Application development in coordination with the City, Montgomery and Oswego.
- Review all sections of the WIFIA Application for consistent and comprehensive presentation of the project (or program of projects). The Consultant will provide recommendations to the City on including information to improve sections of the Application and expedite the EPA Due Diligence process.
- Revise the Application according to direction from the City and support the timely submission of the completed Application.
- As necessary, the Consultant will schedule, coordinate, and facilitate meetings with the City, legal counsel, and other Consultants to achieve desired consistency.

This scope assumes EEI will be developing the Programmatic Environmental Assessment Questionnaire of the application.

Anticipated schedule for this task is 8 months after Notice to Proceed.

### Task 1 - Deliverables

**Reference:** City of Yorkville WIFIA Application

1. WIFIA Application Package

**Task 2 – Financial Analysis**

To support Task 1, Stantec, in coordination with the City's Finance Department, will update the Pro Forma developed for the WIFIA Letter of Interest. Services will include:

- Additional scenario analyses.
- Coordination with the City's Financial Advisor.
- Update the Pro Forma.
- Provide support on related sections of the Application.

Anticipated schedule for this task is 8 months after Notice to Proceed.

**Task 1 - Deliverables**

1. Pro Forma to support the WIFIA Application projecting:
  - Revenues and associated rate increases
  - Operations and Maintenance Costs
  - Capital Costs
  - Debt Service
  - Key Performance Indicators (debt service coverage, days cash on hand)
  - Fund Balances
  - Escalation
2. Technical memoranda (approximately 5 pages with assumptions workbook). Technical memoranda will include a calendar of funding and financing activities and needs.

**Basis for Compensation**

Table 1 summarizes Stantec's estimate level of effort and fee for performing these services. Compensation will be based on Time and Materials. Total compensation for these services will not exceed \$49,930.00 without prior written approval from EEI.

Reference: City of Yorkville WIFIA Application

**Table 1 – Estimated Level of Effort and Fee**

Task	Labor Hours	Labor Billings	Direct Cost Billings	Total Billings
<i>Task 1 – WIFIA Application</i>	176	\$27,878.50	\$100.00	\$27,978.50
<i>Task 2 – Financial Analysis</i>	138	\$21,951.50	\$0.00	\$21,951.50
<b>Total All Tasks</b>	<b>314</b>	<b>\$49,830.00</b>	<b>\$100.00</b>	<b>\$49,930.00</b>
Total Labor Billings	<b>\$49,830.00</b>			
Reimbursable Direct Costs	<b>\$100.00</b>			
<b>Total Fee</b>	<b>\$49,930.00</b>			

Thank you for this opportunity to be of assistance to EEI. Please indicate your acceptance of this proposal and the attached terms and conditions by signing this letter proposal in the space below and return one fully executed copy to my attention. Should you have any questions regarding this proposal, please feel to contact me.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**Tonya Wells** PE, CFM  
Principal, Project Manager  
Phone: (312) 262-2220  
Mobile: 773-718-6578  
tonya.wells@stantec.com

Attachment: Attachment 1 Professional Services Terms and Conditions

**Reference:** City of Yorkville WIFIA Application

By signing this proposal, Engineering Enterprises, Inc. \_\_\_\_\_ authorizes Stantec to proceed  
with the services herein described and the Client acknowledges that it has read and agrees to be bound by  
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

## Attachment 1



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultants documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**





# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 10, 2024  
Subject: Kendall Area Transit contribution increase - request

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## **Summary**

Consideration of a request from Kendall Area Transit to increase the annual contribution to meet demand for service.

## **Background**

This item was last discussed by the City Council in 2010, when Kendall Area Transit service was first established, and the City Council agreed to a ~\$23,000 annual contribution. That annual contribution has not changed since 2010. If the contribution had been increased by an inflationary amount, the City would be paying around \$33,000 annually in 2024.

In the past few years, demand for KAT service has grown so much that there are now daily calls that are not able to be served because of lack of drivers and vehicles. Information on “turn aways” is included in the attached presentation from KAT Director Nate Kloster. Director Kloster will be at the meeting to further describe the demand for service and to request an increase in the annual contribution to around \$32,000 in 2025, and then two successive ~\$8,000 increases through 2027. The contribution increase will leverage additional funds from the state and federal government at an amount far greater than the municipal contributions. This increase in contributions has already been agreed on by the Village of Oswego, and the rest of the Kendall County municipalities are in the process of reviewing the request as well.

## **Recommendation**

Staff recommends approval of the request for additional contributions from KAT. If approved by the City Council, we would fold the increases into the FY 26 budget proposal expected in Spring 2025.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INCREASE IN FUNDING FOR THE KENDALL AREA TRANSIT PROJECT**

**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 Mayor and City Council (the “Corporate Authorities”) approved annual payment toward the development and operation of a Kendall Area Transit Project (the “Project”) by resolution on March 24, 2009; and

**WHEREAS**, the dollar amount of the City’s annual contribution toward the Project has not increased since the annual contribution was first approved in 2009; and

**WHEREAS**, residents of the City rely on the Project for transportation; and

**WHEREAS**, the cost of the Project has outpaced the funding provided for the Project, causing requests for service to go unserved daily due to a lack of drivers and vehicles for the Project; and

**WHEREAS**, the Project’s operators have requested additional funds from the City so that service needs may be met and matching funds from the state and federal government may be captured; and

**WHEREAS**, the Corporate Authorities recognize the value of the Project to residents and wish to ensure the Project is capable of meeting the needs of the City’s residents; and

**WHEREAS**, the City therefore desires to provide additional funding toward the Project as authorized by this Resolution.

**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 United City of Yorkville’s annual contribution amount for the fiscal year 2025 shall be \$31,874.
- Section 2.* The United City of Yorkville’s annual contribution amount for the fiscal year 2026 shall be \$40,198.
- Section 3.* The United City of Yorkville’s annual contribution amount beginning in fiscal year 2027 shall be \$48,521.
- Section 4.* 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 \_\_\_\_\_, 2024.

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

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

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

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

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

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

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

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

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

*Attest:*

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



## Kendall Area Transit Mayors and Managers Meeting Discussion August 22, 2024

### What is Kendall Area Transit (KAT)?

- Demand-response transportation (dial-a-ride and paratransit services) to residents in Kendall County
  - Rides for the general public
  - Service hours are Monday through Friday, 6 a.m. to 7 p.m.
- Total operational program cost in 2023: \$1,620,705
- Number of Trips to date in 2024: 20,326

### What is the County's role in the program?

- Kendall County serves as the “owner” agency. The County contracts with Voluntary Action Center for program operations.
- Provides grant management for 5310/5311/DOAP/CARES/Rebuild IL including reporting
- Program Compliance Oversight Monitor (PCOM) mandated by IDOT
- Coordinates with auditors, IDOT, RTA, municipalities, and other transit providers
- Resolves complaints, develop and update coordination management
- Billing, receivable, accounting for municipal contributions
- Purchase KAT vehicles
- Oversee financing and construction of new KAT Transit Facility Rebuild IL Funds

### How is the program funded?

- FTA 5311 Rural Area Grant funds: \$55,578 in FY24
- RTA 5310 Senior Grant funds: \$350,000 in FY24
- Downstate Operators Assistance Program Funds (DOAP)
  - Municipal contributions (totaling \$174,614) serve as the DOAP grant match
  - County contributes \$60,000 as its portion of municipal match for unincorporated residents
  - Contract Service Revenue \$18,677

### Why does the program need more funding?

- Bus Fleet: Have 18 of 23 buses have met their useful life expectancy
- Capacity: Not enough buses or drivers to meet demand
- Community need: Approximately 130 turn aways each month
- Operations: Due to current funding level, operations can't expand

How do we get more funding?

**Maximizing DOAP grant funds by increasing municipal match**

How is DOAP funding determined?

DOAP Calculator - Max. Award		Actual Award	Shortfall
DOAP Calculation: $DOAP / .65 = \text{Maximum Award}$			
Calculation Matching Funds: $Match / .35 = \text{Maximum Award}$	\$ 4,707,846	\$ 1,711,054	\$ 2,996,792
Max DOAP Payout	0.65		
Max Local Match Payout	0.35		
DOAP	\$ 3,060,100	\$ 1,112,185	\$ 1,947,915
Match Needed	\$ 1,647,746	\$ 598,869	\$ 1,048,877
Multiplier	1.54		
	DOAP award drives the Max. DOAP Award	Local Match drives the Actual Award	

Increasing local match will maximize available DOAP funding, allowing the program to meet current demand, ensure continued operations and invest in vehicles.

# Municipal Funding – City of Yorkville



Nate Kloster  
CEO



# Overview of Kendall Area Transit

- Voluntary Action Center of Northern Illinois operator of KAT program since 2010
- KAT is a demand-response Community Transportation Program for Kendall County
- Provide rides for general public with special emphasis for senior citizens and those with disabilities
- Service hours are available Monday- Friday 6AM-7PM

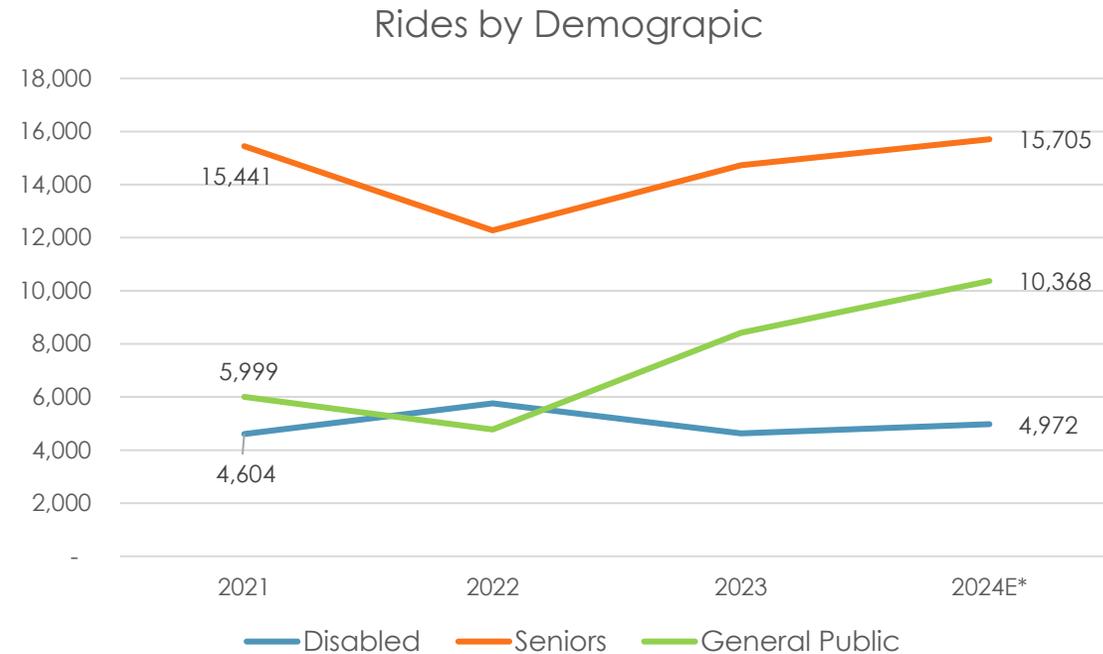


**YORKVILLE**  
**ILLINOIS**



# Historical Ride Data

Historical Numbers		
FY 2010-11*	1,096	Opened March 2011
FY 2011-12	7,981	2nd yr increased 6800 rides
FY 2012-13	14,960	3rd yr increased 6900 rides
FY 2013-14	18,725	
FY 2014-15	23,761	
FY 2015-16	27,315	6th yr over 25,000 rides
FY 2016-17	25,434	
FY 2017-18	26,315	
FY 2018-19	29,105	
FY 2019-20	32,314	highest year +\$175,000 CARES
FY 2020-21	26,044	COVID
FY 2021-22	22,808	COVID
FY 2022-23	27,781	
FY 2024 Est	31,045	Annualized using FY YTD Jul-Feb



\*67% Seniors & those with disabilities (77% 2021)

# Kendall Program – Funding

- State - Downstate Operating Assistance Program (DOAP).
  - Capacity - \$3,060,000
  - Utilization \$940,000\*
- Federal – 5310 & 5311 Grants - \$375,000
- Local/Municipal Funding - \$178,000
- Total KAT Program FY 2023 \$1.5 million

\*Utilization is limited due to lack of Match funding (FY 2023)



# Kendall Program – Funding Cost/Ride

State	\$33.75	65%
Federal	\$14.30	26%
Municipal	<u>\$ 4.95</u>	<u>9%</u>
Total	\$55.00	

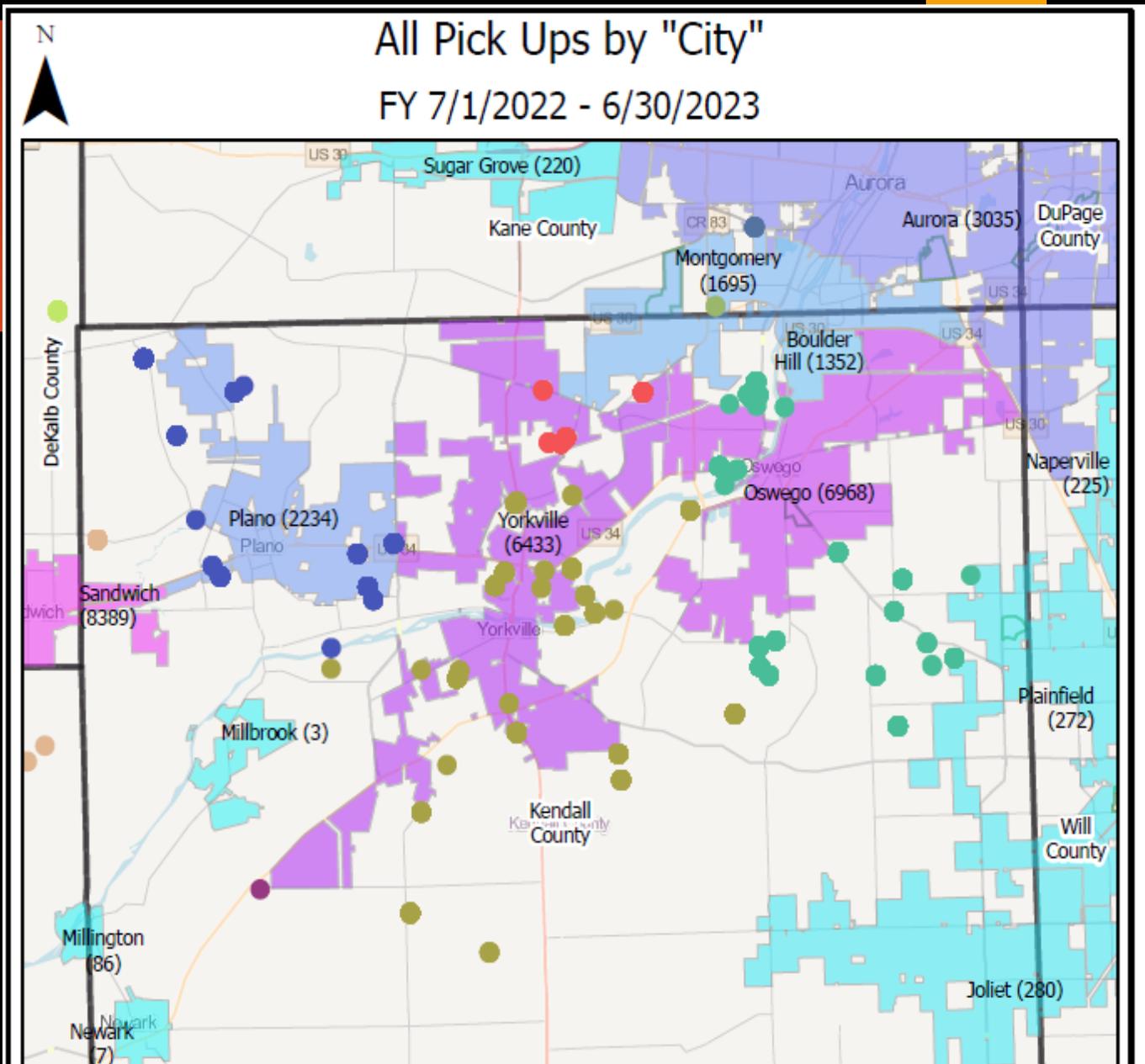




# YORKVILLE ILLINOIS

## Municipal Snapshot

- ▶ Pick up's – Yorkville  
6,433

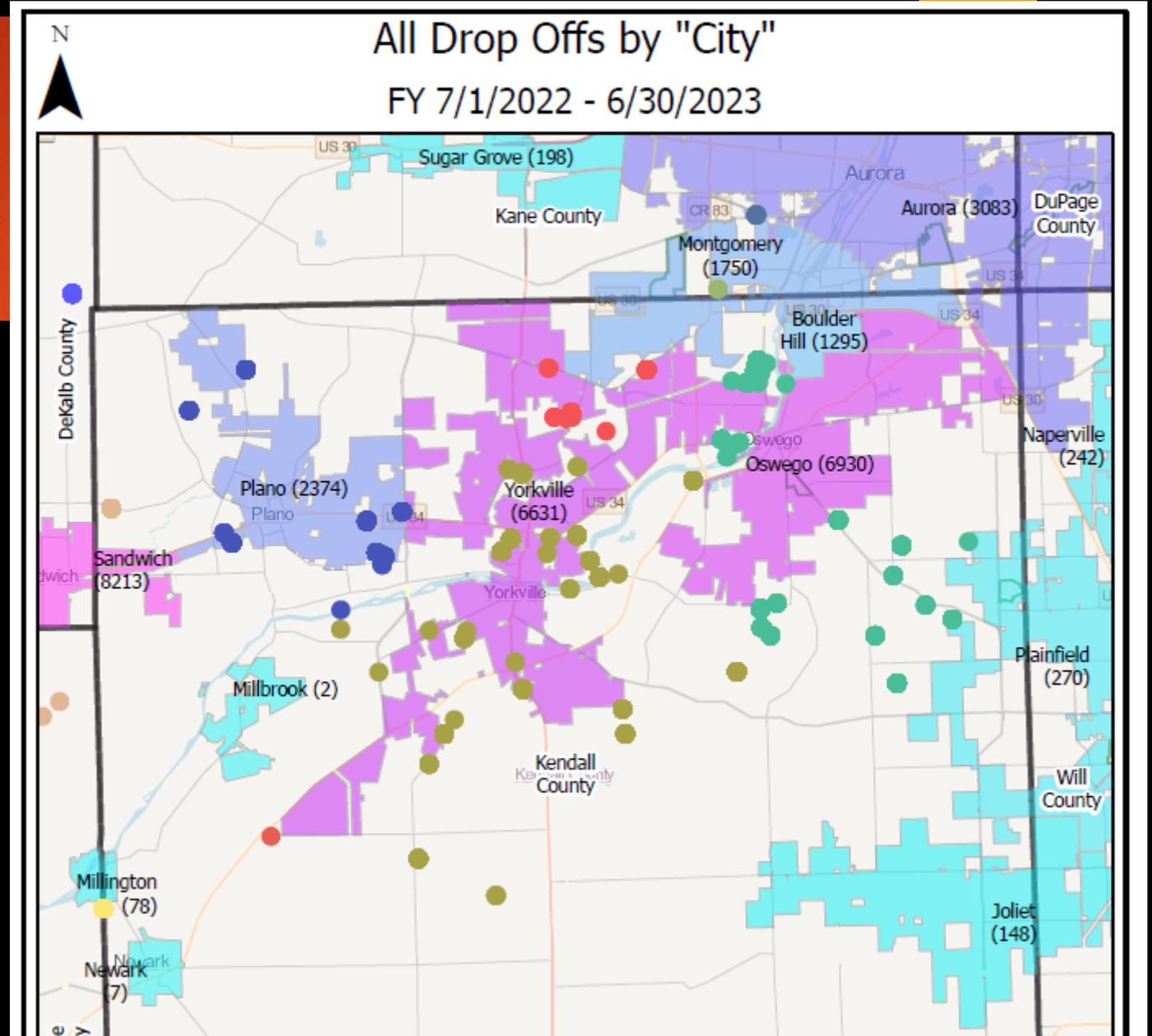




# YORKVILLE ILLINOIS

## Municipal Snapshot

- Drop offs Yorkville 6,631
- Total rides involving Yorkville – 15,010



# Major Pickup and drop points

“Residence” is an individual/personal address. Clients typically with this level of frequency are dialysis clients.

Rides	Location	
1,264	Yorkville Dialysis Ctr	8%
649	Fresenius Kidney Care Oswego	4%
540	Residence	4%
472	Heritage Woods	3%
454	Yorkville, Kendall Sr. Services	3%
431	Residence	3%
389	Countryside Village	3%
339	Rush Copley	2%
336	Jewel Osco	2%
293	Countryside Village	2%
255	Target	2%
252	Residence	2%
244	Marshalls	2%
238	Kendall Plumbing & Heating	2%
235	Apartment	2%
235	Walmart	2%
		44%



# Funding – City of Yorkville

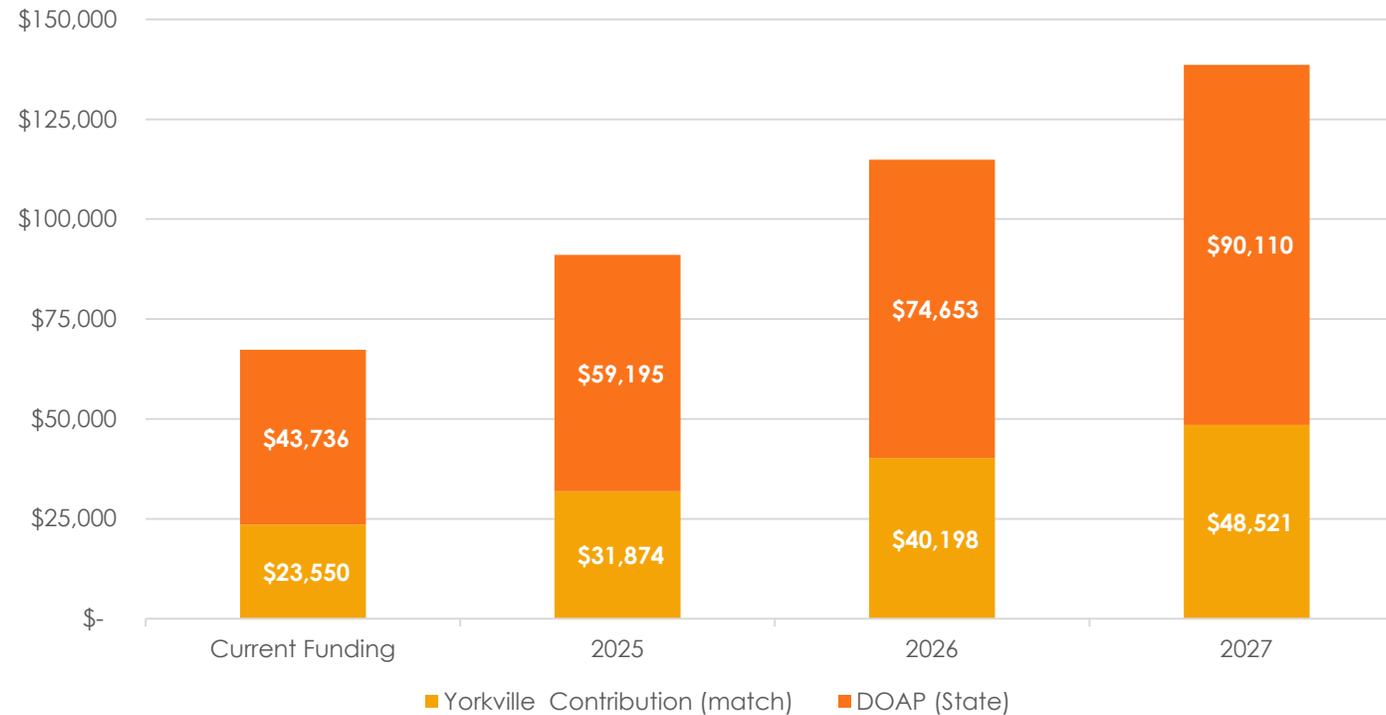
- ▶ Current Funding level \$23,550 Annually
  - ▶ Amount established at outset of program in 2010 (unchanged)
  - ▶ Amount was based on a combination of Yorkville population and a Suggested Annual Operations Factor
    - ▶ Population 15,193 (2007 Census)
    - ▶ Factor \$1.55 (Factor was derived by targeting \$162,000 overall municipal contribution divided by total population)



# Funding – City of Yorkville

- ▶ Requested Funding level starting at \$31,874 – increasing to \$48,521
  - ▶ 3-year plan to increase funding to recognize:
    - ▶ Increased population since 2010
    - ▶ Increase costs to operate since 2010.
    - ▶ Fully funded amount of \$48,521 is based on current population and current cost factor of \$2.25

# Access to State Funding Through Increased Yorkville Funding/ Match



# Current Challenges

- ▶ Program is experiencing high turnaways due to:
  1. Lack of match funding. State (DOAP) funding capacity is available only if there is sufficient “match” funding.
  2. Aging vehicle fleet and significant delay in replacement vehicles – IDOT.
- ▶ Demand will continue to increase – Baby Boomers began retiring in 2011, from now until 2030 10,000 baby boomers each day will reach retirement age. They are living longer and desire to live at home longer.
- ▶ Operating cost for 1 vehicle is approximately \$80,000 annually.

# Opportunities With Increased Funding

- ▶ Purchase of New/used vehicles – **(Temporary increase in fleet with used vehicles)**
  - 4 used light duty vehicles (update - Kendall County is working on purchasing 2 more)
  - 3 new minivans (2 WC capacity)
- ▶ VAC set out to increase fleet(outside of IDOT) & add drivers.
  - Prepare for vehicle breakdowns (engines, transmissions and rotting floors & lifts).
- ▶ Hire additional drivers and one dispatch/scheduler
- ▶ Reduce/Eliminate turn-aways
  - In FY23 turn-aways averaged 153/ month
  - FY24 averaged 115 – recognizing decrease as we began to increase fleet and drivers.
  - Target zero turn-aways
- ▶ Be prepared for increased demand & expand hours into Saturday
- ▶ Outreach – Mobility Manager, Upgraded Website (May 2024), Pamphlets

# Municipal Contributions – Big Picture 2007 vs. 2020

Municipality	2007 Census			2020 Census	
	Population in Kendall	% of Total Kendall Population	Current Annual Payment (\$1.55/Capita)	Population in Kendall	Annual Operations Contribution (\$2.25 per capita)
Aurora	2,172	2.24%		5,942	\$ 13,370
Joliet	3,988	4.12%	\$6,182	14,032	\$ 31,572
Lisbon	287	0.30%		271	\$ 610
Millbrook	314	0.32%	\$488	277	\$ 623
Millington	311	0.32%		206	\$ 464
Minooka	705	0.73%		1,009	\$ 2,270
Montgomery	4,968	5.13%	\$16,000	11,785	\$ 26,516
Newark	1,078	1.11%	\$1,672	943	\$ 2,122
Oswego	28,978	29.93%	\$47,000	33,670	\$ 75,758
Plainfield	952	0.98%	\$1,476	3,209	\$ 7,220
Plano	10,947	11.31%	\$17,000	11,332	\$ 25,497
Plattville	245	0.25%	\$380	220	\$ 495
Yorkville	15,193	15.69%	\$23,550	21,565	\$ 48,521
Incorporated Population	70,294	72.60%		104,619	
Unincorp. / Kendall Co	26,524	27.40%	\$60,000	27,250	\$ 61,313
<b>TOTALS</b>	<b>96,818</b>	<b>100.00%</b>	<b>\$174,114</b>	<b>131,869</b>	<b>\$296,705</b>

# Municipal Contributions – Proposed

Municipality	Current Annual Payment (\$1.55/Capita)	Annual Operations Contribution (\$2.25 per capita)	3 Yr Incremental Increase				Amount Required to Maximize DOAP
			Annual Increase	2025 Contribution	2026 Contribution	2027 Contribution	
Aurora		\$ 13,370	\$ 4,457	\$ 4,457	\$ 8,913	\$ 13,370	\$ 47,262
Joliet	\$6,182	\$ 31,572	8,464	14,646	23,109	31,573	\$ 111,610
Lisbon		\$ 610	203	203	407	610	\$ 2,156
Millbrook	\$488	\$ 623	45	533	578	623	\$ 2,203
Millington		\$ 464	155	155	309	464	\$ 1,639
Minooka		\$ 2,270	757	757	1,514	2,270	\$ 8,026
Montgomery	\$16,000	\$ 26,516	3,505	19,505	23,011	26,516	\$ 93,737
Newark	\$1,672	\$ 2,122	150	1,822	1,972	2,122	\$ 7,501
Oswego	\$47,000	\$ 75,758	9,586	56,586	66,172	75,758	\$ 267,809
Plainfield	\$1,476	\$ 7,220	1,915	3,391	5,306	7,220	\$ 25,524
Plano	\$17,000	\$ 25,497	2,832	19,832	22,665	25,497	\$ 90,134
Plattville	\$380	\$ 495	38	418	457	495	\$ 1,750
Yorkville	\$23,550	\$ 48,521	8,324	31,874	40,198	48,521	\$ 171,527
Incorporated Population							
Unincorp. / Kendall Co	\$60,000	\$ 61,313	\$ 438	\$ 60,438	\$ 60,875	\$ 61,313	\$ 216,745
<b>TOTALS</b>	<b>\$174,114</b>	<b>\$296,705</b>	<b>\$40,864</b>	<b>\$214,978</b>	<b>\$255,842</b>	<b>\$296,706</b>	<b>\$ 1,048,877</b>



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) Presentation

**Meeting and Date:** City Council – October 22, 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 – 10/8/24 Action Taken: This agenda item moved forward to the 9/24/24 City Council meeting but was tabled to 10/22/24.  
Item Number: PZC 2024-01 & EDC 2024-53

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Sara Mendez Community Development  
Name Department

#### Agenda Item Notes:

There will be a presentation for this agenda item.



# 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

FEEET 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.

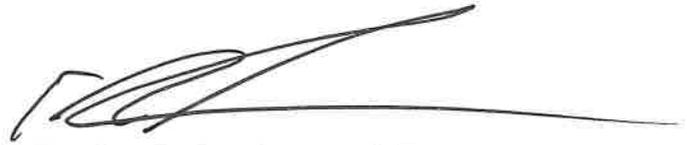
**Engineer's Opinion of Probable Decommissioning Costs**

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*

*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 B

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)  
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Mr. Pete Ratos, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Matt Walsh, NexAmp (via email)  
TNP, PGW2, EEI (Via e-mail)

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*MILWAUKEE, WISCONSIN*

*8755 W. HIGGINS ROAD, SUITE 853*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

*Volo, ILLINOIS*

October 13, 2023

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 Y

Re: Landscape Plan Review  
NexAmp Solar (Nagle)

Dear Pamela:

We have completed our first landscape plan review of the proposed NexAmp Solar (Nagle) facility located southwest of Galena Road and State Route 47 in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements).

### **Parkway Landscaping**

A minimum of one tree per 50 linear feet of frontage is required along Galena Road and Route 47.

### **Perimeter Landscaping**

The proposed development does not directly abut single-family residential property, so therefore perimeter landscaping requirements do not apply.

### **Parking Lot Landscaping**

The proposed development does not include parking lots; therefore, parking lot landscaping requirements do not apply.

### **Lot Landscaping**

Lot landscaping requirements are not met. Nonresidential development requirements include 2 shade trees and 15 shrubs be provided for every 20,000 square feet of lot area. We understand trees and shrubs may not be desirable near the solar array, but the eastern half of the site appears vacant. Consider native plantings to enhance the Rob Roy Creek corridor, which would complement the proposed pollinator friendly solar array seed mix.

### **Stormwater Storage Basin Landscaping**

No stormwater storage basins were found; therefore, these requirements do not apply.

### **Tree Preservation**

Tree Preservation standards apply to all development parcels greater than five acres in area; therefore, these requirements apply to this site. A review of Google Earth imagery reveals trees are present on the site, but that there may not be trees present on the portion of the site proposed for development.

### **General Standards**

The landscape plan indicates a "Native Pollinator Friendly Solar Array Sed Mix" will be installed but no details are provided. Plan should species (both botanic and common names) and seeding rate of mix. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

The plans should indicate what is proposed on the eastern half of the site that appears vacant.

The digital plan copies provided for review are low quality and pixelated. Future submittals should be higher resolution to improve legibility.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Special Use Application Plans, 6 sheets, prepared by Atwell, most recently dated 8/18/22

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect



## UNITED CITY OF YORKVILLE

### GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS (EXTERNAL USE ONLY)

- Professional engineer signature and seal on drawings and calculations
- Location map and address, J.U.L.I.E. note included on plans
- Benchmarks based on NAVD 88 datum
- Existing utilities and topography to be provided
  - ✓ Existing elevations and contours shown at 1' intervals
- Compliance with subdivision grading plan (if applicable) and/or provide proposed grading plan
  - ✓ Proposed elevations and contours at 1' intervals
  - ✓ Indicate building top of foundation (2 ft. above H.W.L.)
  - ✓ Storm water drainage - safe outlet available and adequate conveyance provided
- Flood plain or flood way requirements to be addressed, if necessary
- Stormwater management
  - ✓ Per Kendall County/Yorkville stormwater management ordinance
  - ✓ Apply for storm water permit, if necessary
- Provide stormwater pollution prevention (SWPP) plan
  - ✓ Apply for NOI permit, if necessary
  - ✓ Note that receipt of NPDES permit required prior to construction
- Provide typical pavement sections
- Pavement markings and signage
- Entrance detail
- Handicap ramp detail (use IDOT standard)
- Show water service and include City standard details and notes
- Show sanitary service with inspection manhole and include YBSD standard notes
- Apply for appropriate IEPA permits – water and sanitary, if necessary
- Provide easements, if necessary
- Provide landscape plan
- Provide photometric plan
- Compliance with zoning code
- Performance guarantee for public improvements
- Overall cost estimate for all site improvements – for building permit fees



**Legend**

- Zone A
- Zone AE
- Floodway

Galena Rd, N. Bridge St, N. Main St, N. State St, N. Union St, N. Yorkville, IL

**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60560  
 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

NO.	DATE	REVISIONS

DATE:	SEPTEMBER 2023
PROJECT NO.:	YO2302
BY:	MJT
PATH:	1110 REPUBLICAN YORKVILLE ILL
FILE:	1110 REPUBLICAN YORKVILLE ILL



**GALENA RD & IL-47 (N. BRIDGE ST)  
 ROB ROY CREEK  
 FLOODPLAIN EXHIBIT**





July 10, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: NexAmp Solar  
Final Engineering – 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.

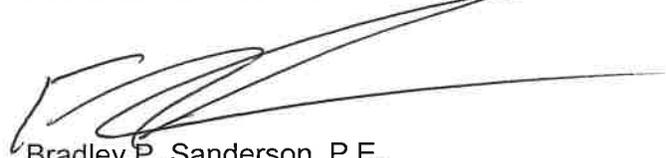
**Engineer's Opinion of Probable Decommissioning Costs**

- 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)  
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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.

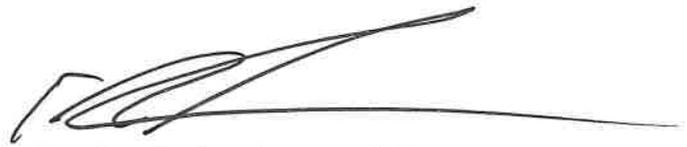
**Engineer's Opinion of Probable Decommissioning Costs**

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.

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**SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City’s Unified Development Ordinance (UDO) and Wetland Regulations.

- Plan Set, 12 sheets, prepared by Atwell, most recently dated 8/15/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect





# Exhibit C

# YORKVILLE RENEWABLES

## A 4.95MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

### GALENA ROAD UNITED CITY OF YORKVILLE, KENDALL COUNTY, BRISTOL TOWNSHIP, ILLINOIS

# FINAL SITE PLANS

### APPLICANT

YORKVILLE RENEWABLES, LLC  
101 NORTH WACKER DRIVE, SUITE 200  
CHICAGO, ILLINOIS 60606  
CONTACT: MATT WALSH

### CONSULTANT

NEXAMP, INC.  
101 NORTH WACKER DRIVE, SUITE 200  
CHICAGO, ILLINOIS 60606  
CONTACT: MATT WALSH  
E: MWALSH@NEXAMP.COM

### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC  
1250 E. DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (303) 825-7100  
E: MKEITH@ATWELL-GROUP.COM  
CONTACT: MICHAEL KEITH, P.E.

### GOVERNING AGENCIES CONTACTS

#### PLANNING - ZONING - LANDSCAPE - SIGNAGE

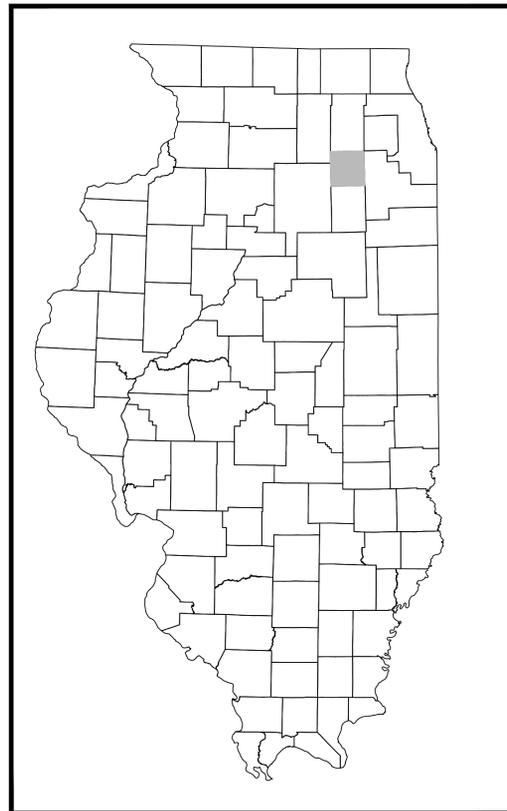
JASON ENGBERG  
YORKVILLE PLANNING & ZONING  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8555  
E: JENGBERG@YORKVILLE.IL.US

#### ENGINEERING

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YORKVILLE ENGINEER  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
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#### BUILDING

PETE RATOS  
YORKVILLE BUILDING SAFETY & ZONING  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8549  
E: PRATOS@YORKVILLE.IL.US



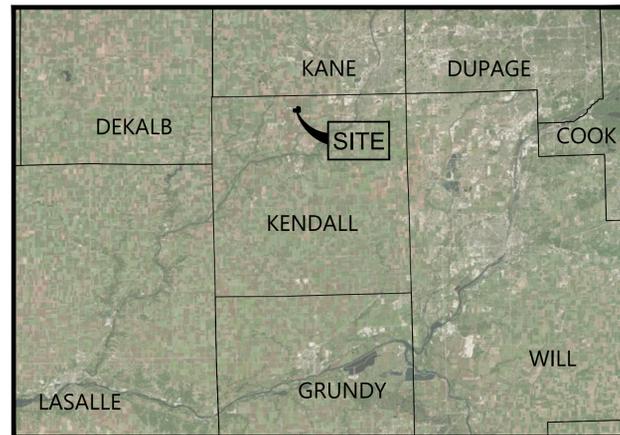
**ILLINOIS**  
NOT TO SCALE

### SHEET INDEX

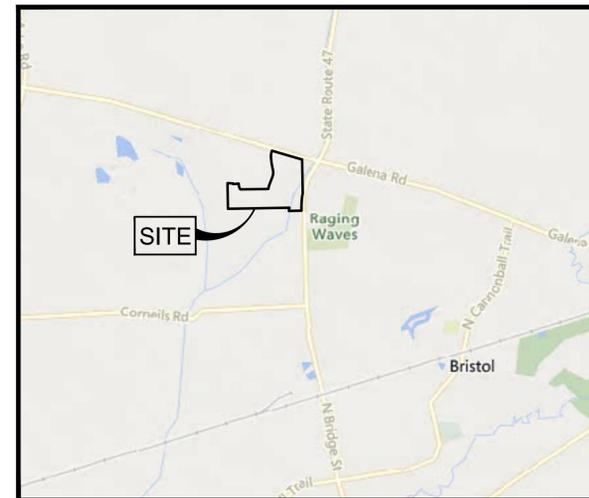
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- C-201 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
- C-300 SITE LAYOUT PLAN
- C-400 GRADING AND STORMWATER PLAN
- C-401 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

### 9-1-1 ADDRESS

TBD



**KENDALL COUNTY**  
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



666.650.4200 www.atwell-group.com  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **C-000** Size: D Sheet Rev: **D**

**Know what's below. Call before you dig.**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CAD FILE: 22001757C-000-CV.DWG

LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 49°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

\*SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

\*SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-\_\_\_ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(o) SURFACE EVIDENCE OF UTILITIES LYING WITHIN THE SURVEYED PROPERTY WERE LOCATED WHILE CONDUCTING THIS SURVEY AND ARE DEPICTED. UTILITY LOCATIONS SHOWN ON UTILITY MAPS PROVIDED THROUGH ONE CALL (TICKET X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED AND/OR BURIED UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED BY SAID VISIBLE EVIDENCE AND DESIGN STAGE ATLAS REQUESTS.
NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
A PRIVATE UTILITY LOCATE REQUEST WAS NOT PERFORMED BY THE SURVEYOR. OUR EXPERIENCE IN REQUESTING FIELD UTILITY LOCATES OR DESIGNATIONS DURING THE PRELIMINARY STAGE OF PROJECTS HAVE PROVEN TO BE UNSUCCESSFUL IN THE STATE OF ILLINOIS. PLANS PROVIDED THROUGH A 811 DESIGN STAGE TICKET WERE UTILIZED.
13. NAMES OF ADJOINING OWNERS OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.



Table with 3 columns: Rev, Issued For, Date. Rows A-D with permit set dates.

Project: YORKVILLE RENEWABLES

LEGAL DESCRIPTION

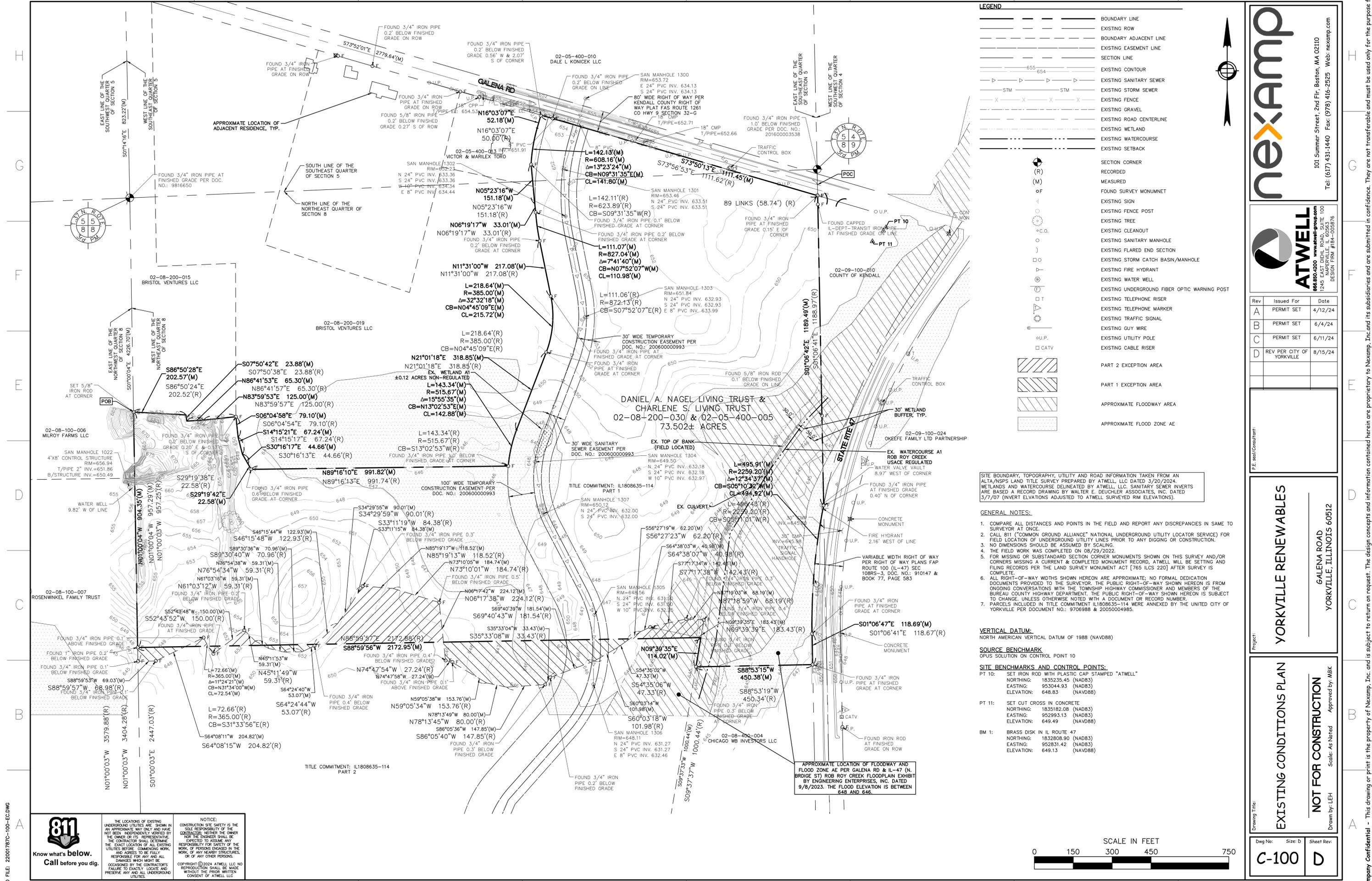
NOT FOR CONSTRUCTION

Dwg No: C-001, Sheet Rev: D

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CAD FILE: 22001767C-000-CVDWG

811 Know what's below. Call before you dig. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS. COPYRIGHT ©2024 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.



**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

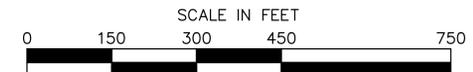
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
  - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
  - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
  - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
  - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
  - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
  - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

**VERTICAL DATUM:**  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

**SOURCE BENCHMARK**  
OPUS SOLUTION ON CONTROL POINT 10

**SITE BENCHMARKS AND CONTROL POINTS:**

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
  - EASTING: 953044.93 (NAD83)
  - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
  - EASTING: 952993.13 (NAD83)
  - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
  - EASTING: 952831.42 (NAD83)
  - ELEVATION: 649.13 (NAVD88)



**nexamp**

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**ATWELL**

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1245 EAST DIEHL ROAD, SUITE 100  
YORKVILLE, ILLINOIS 60552  
DESIGN FIRM # 184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**EXISTING CONDITIONS PLAN**

**NOT FOR CONSTRUCTION**

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK  
Drawn by: LEH

**811**  
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Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
- EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOUSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
- ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
  - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
  - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
  - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
  - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
  - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
  - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
- EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
- ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
- CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
- CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
- ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
- THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

**NOTE:**  
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

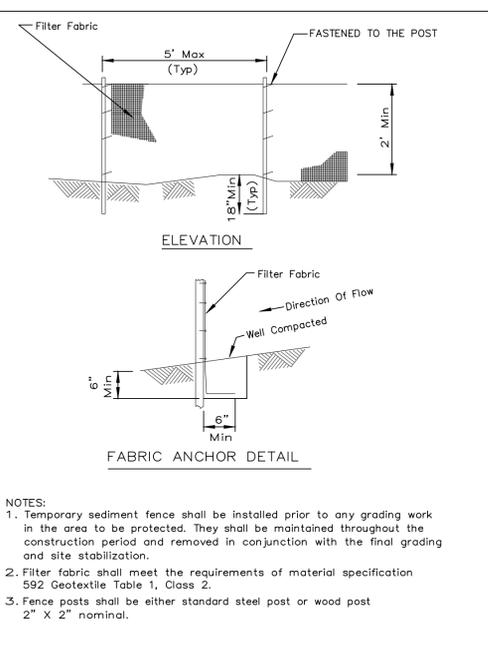
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**NOTICE:**  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**SILT FENCE PLAN**



- NOTES:**
- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
  - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
  - Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

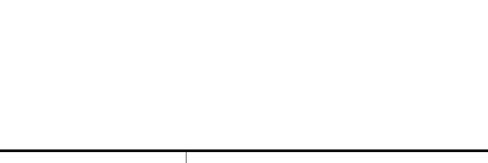
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**MAINTENANCE:**  
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.  
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.  
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.  
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

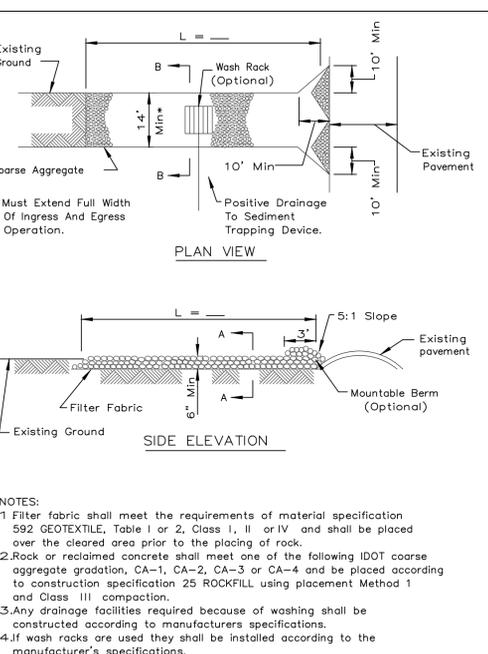
**CONCRETE WASHOUT**

- INSTALLATION**  
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
- INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
  - DESIGNED AND INSTALLED SYSTEMS
  - UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
  - DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
  - A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
  - INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
  - PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
  - PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
  - INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
  - POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
  - WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

- MAINTENANCE**
- INSPECT DAILY AND AFTER EACH STORM EVENT.
  - INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
  - INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
  - INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
  - ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
  - EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
  - PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
  - UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
  - DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
  - THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
  - THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
  - CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING. PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
  - INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
  - WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHALL BE CHECKED LOCALLY.
  - HOLES, DEPRESSIONS AND OTHER LAND DISTURBANCES ASSOCIATED WITH THE SYSTEM SHOULD BE BACKFILLED, GRADED, AND STABILIZED.



**STABILIZED CONSTRUCTION ENTRANCE PLAN**



- NOTES:**
- Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
  - Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
  - Any drainage facilities required because of washing shall be constructed according to manufacturer specifications.
  - If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

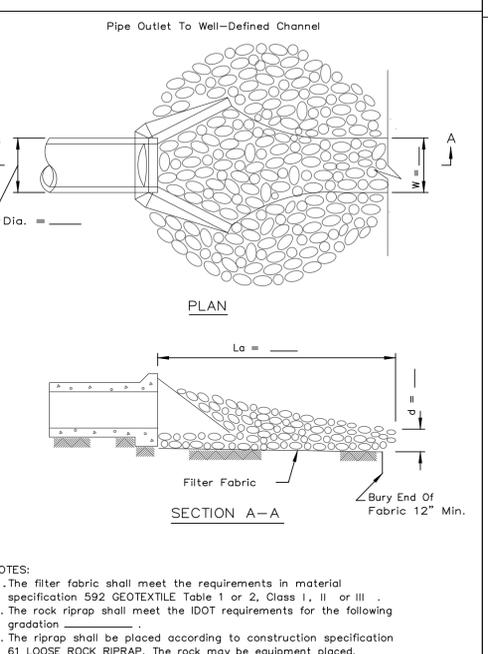
**CONTRACTOR CERTIFICATION**  
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

**OWNER CERTIFICATION**  
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER DATE

GENERAL CONTRACTOR NAME \_\_\_\_\_  
GENERAL CONTRACTOR ADDRESS \_\_\_\_\_  
GENERAL CONTRACTOR TELEPHONE \_\_\_\_\_  
GENERAL CONTRACTOR SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_  
SITE ADDRESS \_\_\_\_\_  
SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR ADDRESS \_\_\_\_\_  
SUBCONTRACTOR TELEPHONE \_\_\_\_\_  
SUBCONTRACTOR SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

**PIPE OUTLET TO CHANNEL**



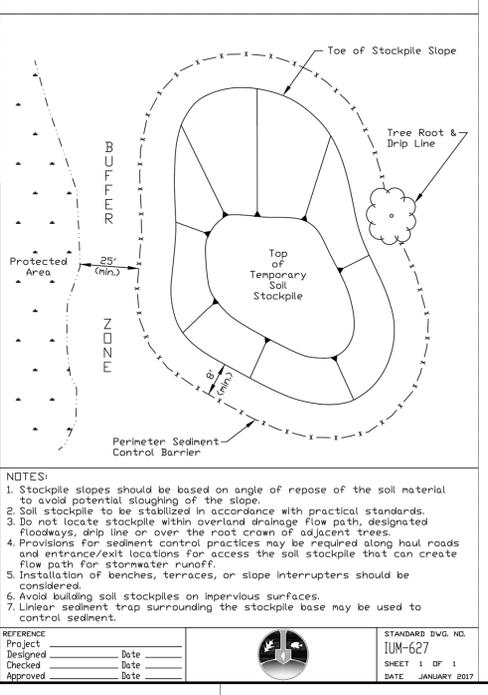
- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
  - The rock riprap shall meet the IDOT requirements for the following gradation.
  - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
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**MAINTENANCE:**  
INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

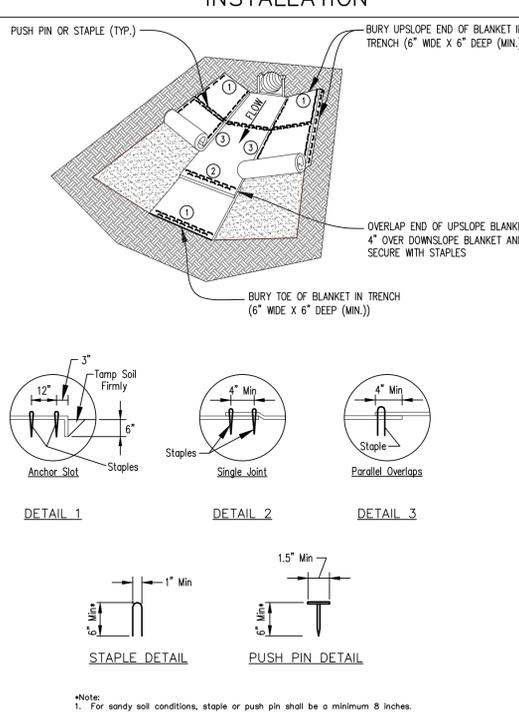
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**TEMPORARY SOIL STOCKPILE DETAIL**



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Project	Date	Date	Date

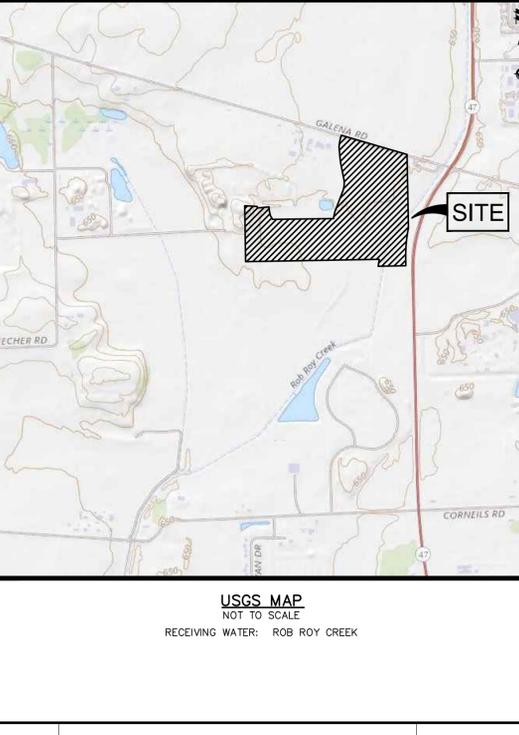
**EROSION CONTROL BLANKET - CHANNEL INSTALLATION**



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Project	Date	Date	Date

**MAINTENANCE:**  
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND RESEEDING MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.

OWNER DATE



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Project	Date	Date	Date

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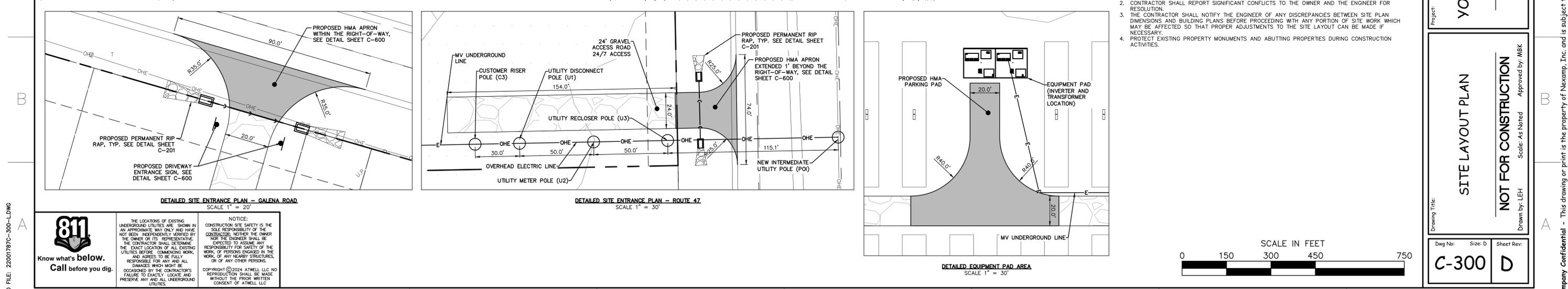
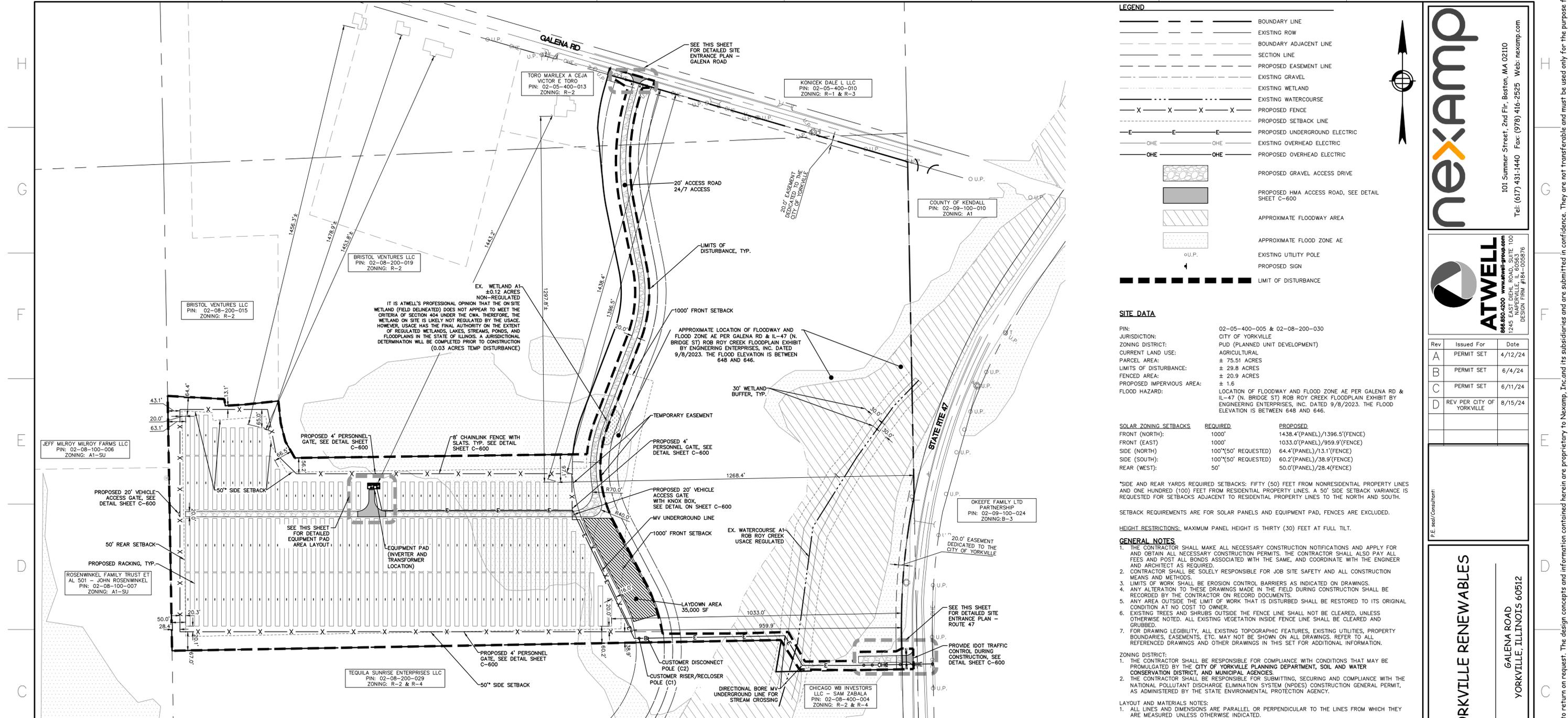
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B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE

**YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Dwg No: C-201 Size: D Sheet Rev: D



**STORMWATER SUMMARY**  
 DISTURBED AREA: 29.8± ACRES  
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES  
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS  
 ON FOR EXISTING SITE: 87  
 PROPOSED COVER: BRUSH-WEED-GRASS  
 ON FOR PROPOSED SITE: 57

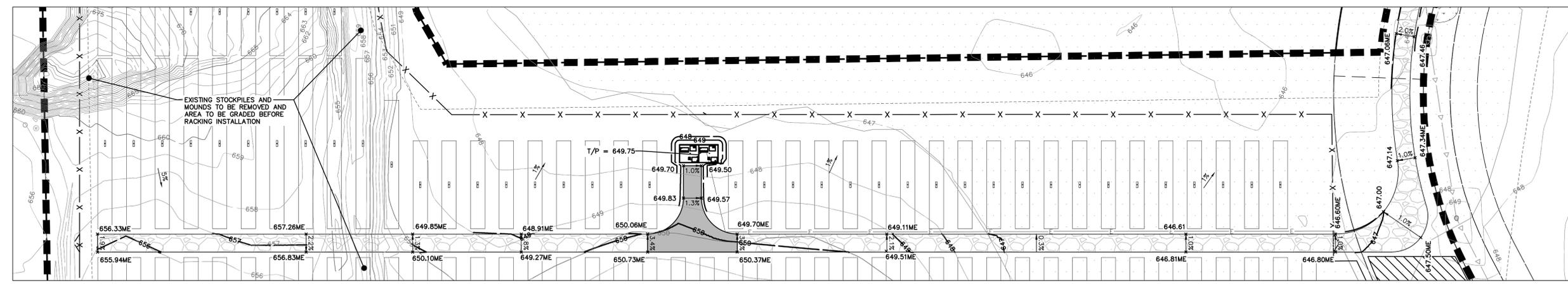
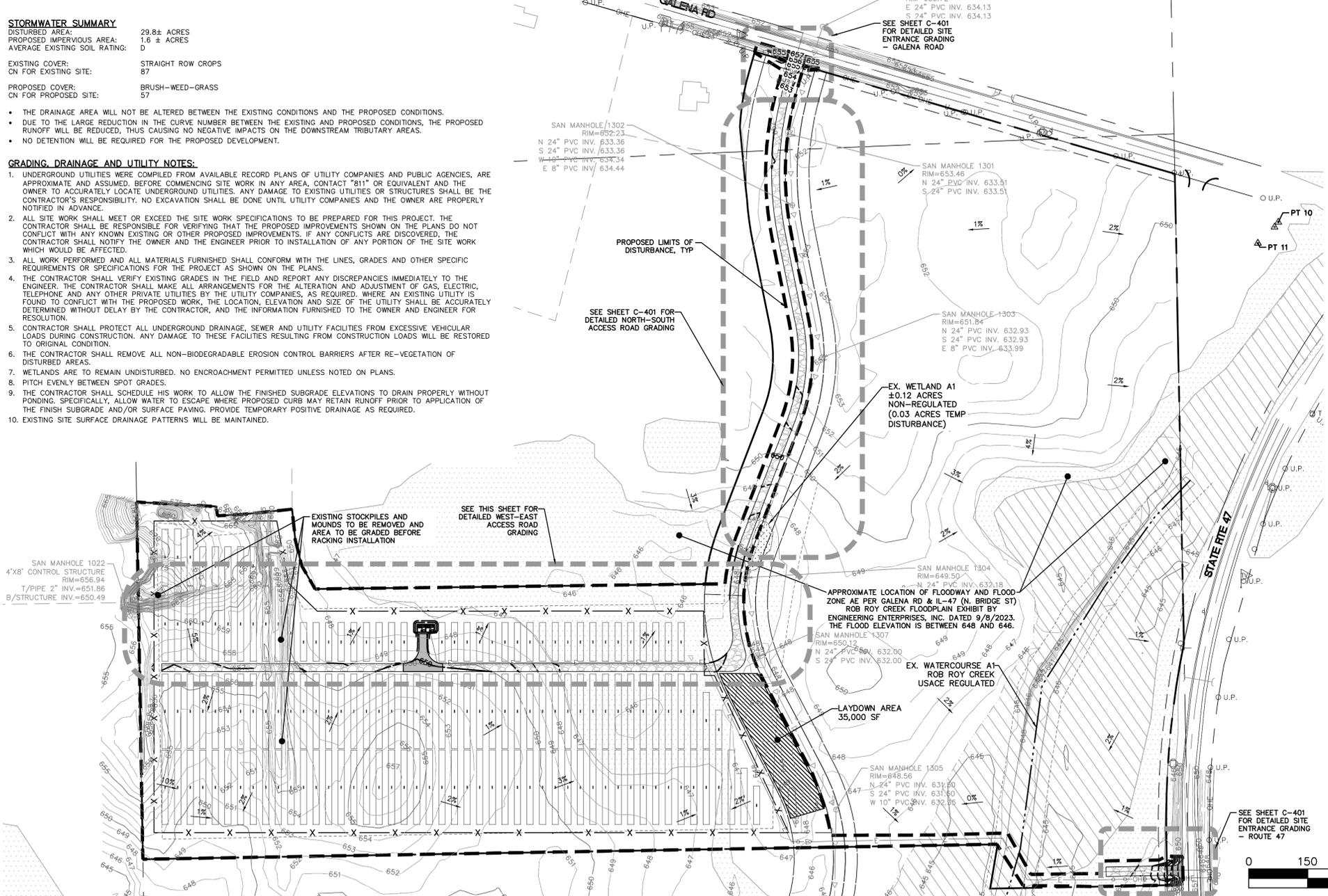
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

**GRADING, DRAINAGE AND UTILITY NOTES:**

1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE HIS WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED GMA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



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 Know what's below.  
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**YORKVILLE RENEWABLES**  
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**GRADING AND STORMWATER PLAN**  
**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawing Title: Dwg No: C-400 Size: D Sheet Rev: D

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**PLANT CALCULATIONS**

**ORDNANCE COMPLIANCE MATRIX**

Acres: 29.8  
 Street Frontage (Galena Rd): 1111.45 feet  
 Street Frontage (IL Route 47): 614.60 feet  
 East Fence Line Transition zone: 600 feet (+/-)  
 North and South Property Line Transition zone: 3275 feet (+/-)  
 USDA Zone: 5 (20 degrees to 10 degrees)

**Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)**

**Section 8-1.2.3 GENERAL STANDARDS**

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

**Ch. 5 DEVELOPMENT STANDARDS (PER NEW UDO)**

**Section 10-5.3 Landscape requirement**

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

\*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

**PLANT SCHEDULE**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
<b>SHADE TREES</b>						
AC	13	Acer spicatum 'Majestic'	Majorc Sugar Maple	2.5" Cal.	60' Ht.	20%
GK	13	Ginkgo biloba, spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
TA	13	Tilia americana	American Linden	2.5" Cal.	40-50' Ht.	20%
CO	14	Celtis occidentalis	Hickory	2.5" Cal.	30-50' Ht.	23%
QM	13	Quercus macrocarpa	Bur Oak	2.5" Cal.	120' Ht.	20%
<b>Total</b>	<b>66</b>					
<b>UNDERSTORY TREES</b>						
AG	6	Amelanchier grandiflora	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
CB	6	Carpinus betulus	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
CC	6	Cercis canadensis	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
HW	6	Hamelalis virginiana	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
SI	6	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
<b>Total</b>	<b>30</b>					
<b>EVERGREEN TREES</b>						
PA	4	Phoebe abies 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
PO	4	Phoebe amena 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
JS	3	Juniperus ssp. 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
PF	3	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
<b>Total</b>	<b>14</b>					
<b>SHRUBS</b>						
CS	99	Cornus sericea	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
EA	107	Eunymus alatus	Winged Eunymus	2" Ht.	8-12' Ht.	21%
IB	106	Ilex decidua	Wingnut	2" Ht.	7-10' Ht.	21%
SN	99	Sambucus nigra canadensis	Common Elderberry	2" Ht.	8-12' Ht.	19%
CA	97	Corylus americana	American Hazelnut	2" Ht.	10' Ht.	19%
<b>Total</b>	<b>508</b>					

**LEGEND**

	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	SECTION LINE
	PROPOSED EASEMENT LINE
	EXISTING GRAVEL
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED UNDERGROUND ELECTRIC
	EXISTING OVERHEAD ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	EXISTING WETLAND
	EXISTING WATERCOURSE
	PROPOSED FENCE
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
	PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
	PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
	APPROXIMATE FLOODWAY AREA
	APPROXIMATE FLOOD ZONE AE
	EXISTING UTILITY POLE
	PROPOSED SHRUB
	PROPOSED SHADE TREE
	PROPOSED UNDERSTORY TREE
	PROPOSED EVERGREEN TREE

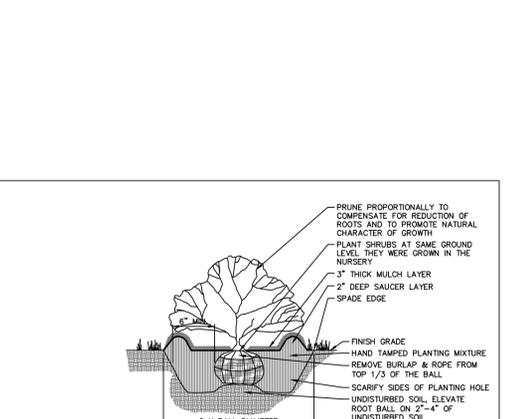
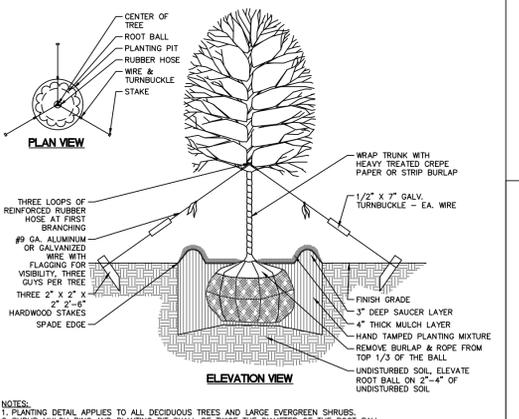
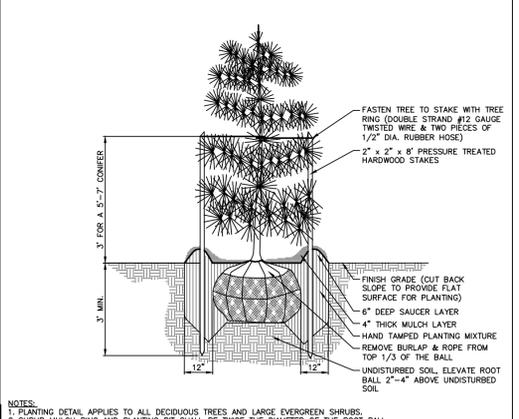
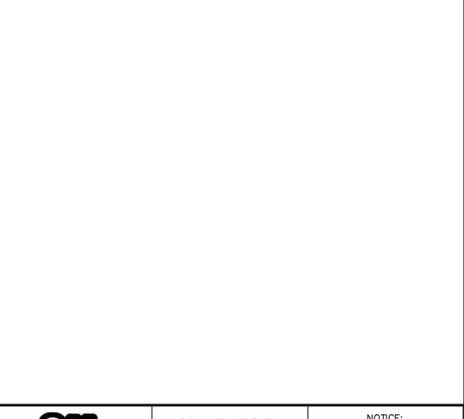
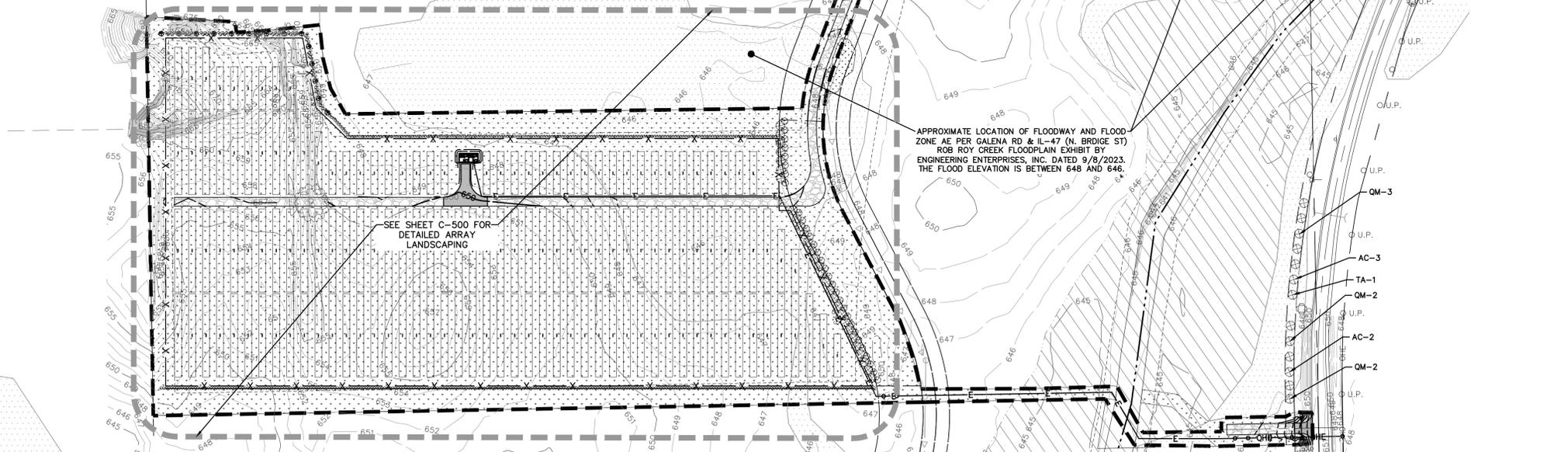
**PLANTING NOTES:**

- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.

**Yorkville Solar Proposed Array Mix**  
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m <sup>2</sup>	Total
<b>Grasses</b>				
Sideoats Grama	Bouteloua curtipendula	19.83%	5.0	2.28 PLS/lb
Prairie Blume	Bromus kalmii	0.67%	0.3	0.10 PLS/lb
Prairie Owl Sedge	Carex brexor	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	Carex bicknellii	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	Carex molletta	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	Carex vaginosa	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	Elymus villosus	6.52%	1.5	0.75 PLS/lb
Little Bluestem	Schizachyrium scoparium	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	Sporobolus heterolepis	0.43%	0.3	0.05 PLS/lb
<b>Forbs</b>				
Common Yarrow	Achillea millefolium	0.48%	3.6	0.08 PLS/lb
Hooding Onion	Allium canadense	0.26%	0.1	0.03 PLS/lb
Lead Plant	Amorpha canadensis	1.44%	1.0	0.17 PLS/lb
Canada Anemone	Anemone canadensis	0.05%	0.0	0.01 PLS/lb
Wild Columbine	Aquilegia canadensis	0.05%	0.1	0.01 PLS/lb
Common Milkweed	Asclepias syriaca	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	Asclepias tuberosa	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	Astragalus canadensis	1.18%	0.8	0.14 PLS/lb
Calico Aster	Symphoricarpos lateriflorum	0.05%	0.5	0.01 PLS/lb
Partridge Pea	Chamaecrista fasciculata	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	Dalea candida	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	Dalea purpurea	6.55%	5.0	0.75 PLS/lb
Clean Garden	Gentiana florida	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	Liatris pycnostachya	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	Pycnanthemum virginianum	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	Rosa arkansana	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	Rudbeckia hirta	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	Solidago nemoralis	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	Solidago ohioensis	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	Symphoricarpos	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	Tridactmia orientalis	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	Thymus serpyllifolius	1.66%	1.8	0.18 PLS/lb
Garden Alexanders	Zizia aurea	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.  
Northern L. poorly drained B.



**NOTES:**

- PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
- SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
- CONTRACTOR SHALL PRUNE PER TREE PRUNING DETAIL AS NEEDED.
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
- REMOVE TREE RINGS, AND GUYS/STAKES ONE YEAR AFTER INSTALLATION.
- WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.
- TREE SHALL BE PLACED IN SAME ORIENTATION AS IT WAS GROWN AT THE NURSERY.
- PLANTING MIXTURE SHALL INCLUDE:
  - 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
  - 4 PARTS NATIVE SOIL
  - 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE

**NOTES:**

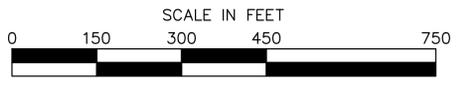
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**NOTES:**

- PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISH GRADE.
- IF ROOTBALL IS WRAPPED IN NON-Biodegradable BURGLAP, REMOVE ENTIRE WRAP AFTER PLACED IN PIT.
- PLANTING MIXTURE SHALL INCLUDE:
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**YORKVILLE RENEWABLES**

**LANDSCAPE PLAN**

GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**NOT FOR CONSTRUCTION**

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 Drawn by: LEH  
 Approved by: MBK

Dwg No: C-500  
 Size: D  
 Sheet Rev: D

CAD FILE: 22001757C-500-LS.DWG

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DETAILED ARRAY LANDSCAPING  
SCALE 1" = 60'

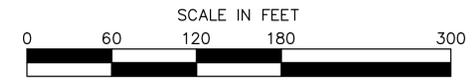


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YORKVILLE, ILLINOIS 60512

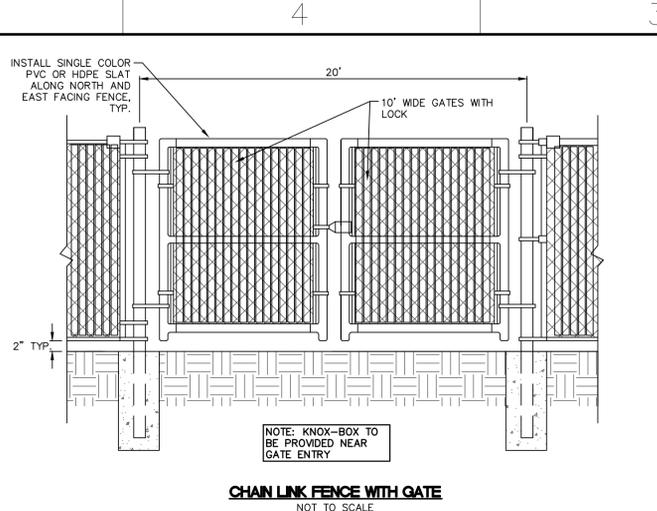
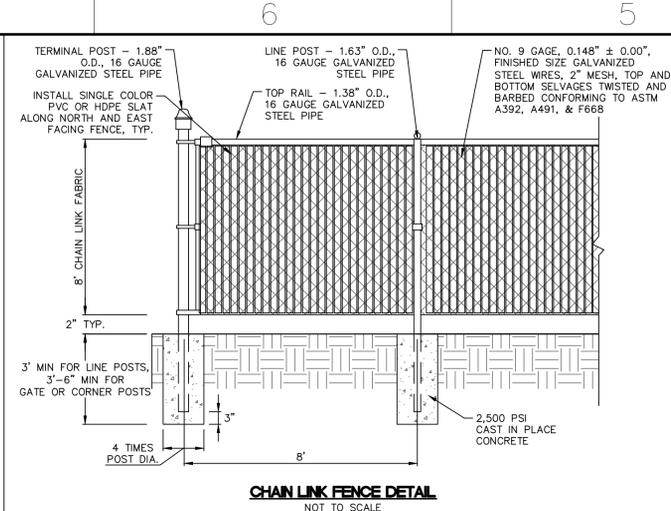
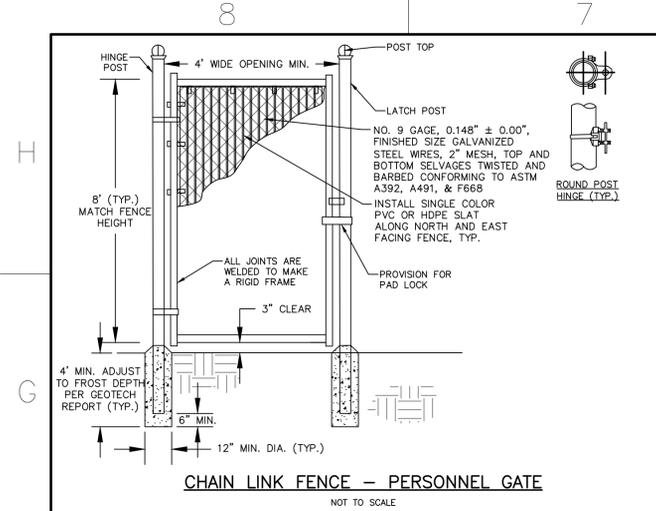
Drawing Title: **DETAILED LANDSCAPE PLAN**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **C-501** Size: D Sheet Rev: **D**

8 7 6 5 4 3 2 1

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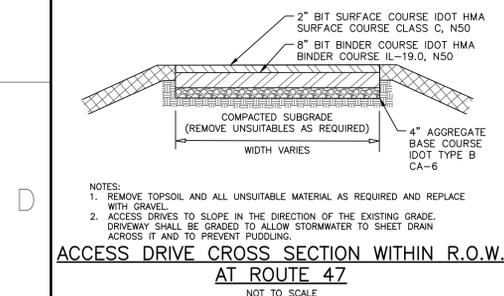
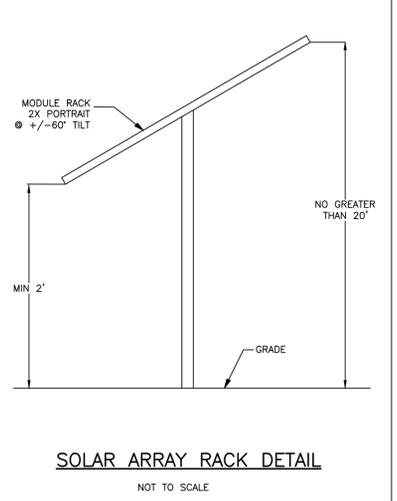
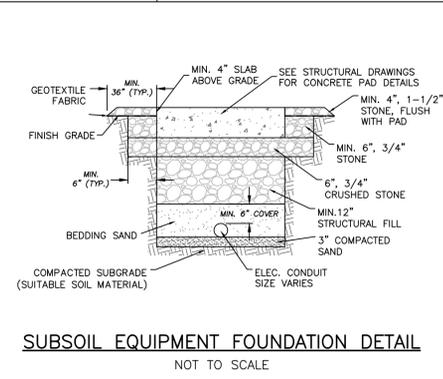
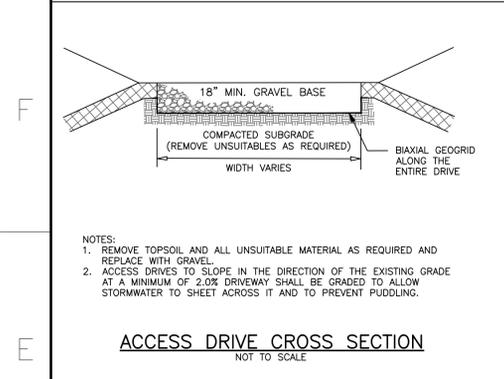
**IN THE EVENT OF AN EMERGENCY**  
**PLEASE DIAL 9-1-1**  
FOLLOWED BY A SECOND CALL TO:  
857-239-0057  
YOUR LOCATION IS:  
TBD, Galena Road  
Yorkville, IL 60512

**EMERGENCY CONTACT SIGN**  
NOT TO SCALE

NOTES:  
1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.  
2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

**DANGER**  
HIGH VOLTAGE - KEEP AWAY  
AUTHORIZED PERSONNEL ONLY  
NO TRESPASSING. THIS SITE IS  
MONITORED BY SURVEILLANCE.

**"DANGER" WARNING SIGN**  
NOT TO SCALE



**GENERAL NOTES**

When the work operation exceeds one hour, cones, drums or barricades shall be placed 25' (8 m) centers for 1/2 distance, and a 50' (15 m) center through the remainder of the work area.

Calculate L as follows:

SPEED LIMIT	Engine	TRAILERS
40 mph (70 km/h) or less	L=50'	L=75'
45 mph (80 km/h) or greater	L=60'	L=85'

W = Width of object in feet (meters)  
S = Normal posted speed in mph (km/h)

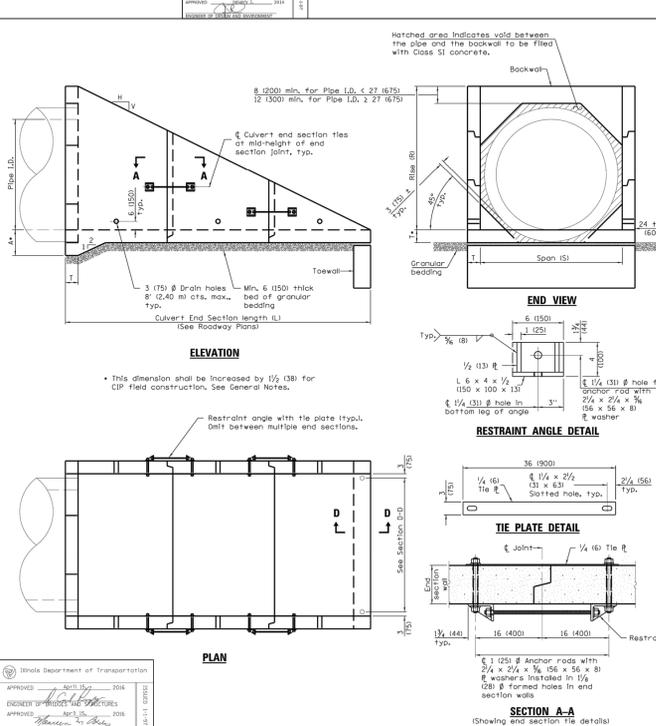
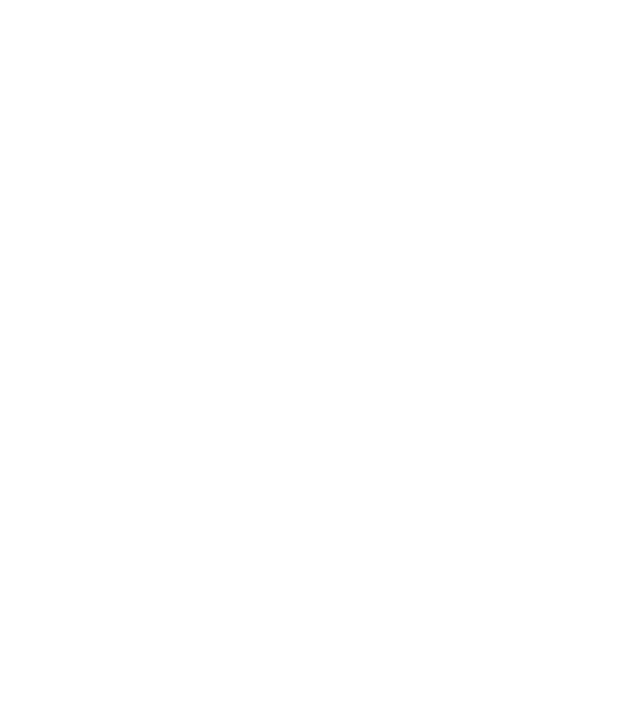
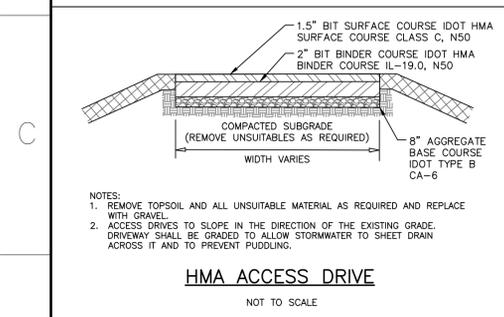
**SYMBOLS**

Work area  
Sign  
Cone, drum or barricade

**DATE REVISIONS**

DATE	REVISIONS
11-13-24	Revised warning sign number to agree with current MUTCD
1-11-23	Updated base WORKAREA sign

**OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24' (600 mm) FROM PAVEMENT EDGE**  
STANDARD 701006-05



**GENERAL NOTES**

This Standard is for use with single pipe culverts and multiple culvert installations. For multi-pipe culvert installations, place the end sections side-by-side leaving a 3 (75) space between adjacent end sections and fill the spool with Class II concrete.

The number of segments shown in elevation is for example only. The length and number of precast sections required to construct the end section shall be determined by the Contractor.

See roadway plans for slope (V&H) and pipe inside diameter.

End section may be installed up to ± 15 degrees skewed with roadway.

2 1/4 x 2 1/4 x 1/8 (66 x 66 x 8) plate washers shall be provided under each nut required for the anchor rods. Holes in the washers for the culvert tie assembly may be drilled using core bits in lieu of formed holes.

See Standard S4231 for end sections having traversable pipe grate.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

**DATE REVISIONS**

DATE	REVISIONS
4-15-16	Added general note for multiple end sections.
4-1-16	Added note to omit restaint angle and tie bolts for suit. and sections.

**CONCRETE END SECTIONS FOR PIPE CULVERTS**  
15' (375 mm) THRU 84" (2100 mm) DIA.  
STANDARD 542001-06

**Know what's below. Call before you dig.**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS DRAGGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**Rev Issued For Date**

A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

**YORKVILLE RENEWABLES**

**GALENA ROAD**  
YORKVILLE, ILLINOIS 60512

**STANDARD DETAILS**

**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK

**C-600**

Dwg No: Size: D Sheet Rev: D

**AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) AND ILLINOIS DEPARTMENT OF AGRICULTURE (IDOA) CONSTRUCTION NOTES**

- GUY WIRES AND ANCHORS
  - BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, IN AREAS OF CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM INSTEAD ALONG EXISTING UTILITY LINES AND ON LAND OTHER THAN CROPLAND, WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND.
- UNDERGROUND CABLING DEPT
  - UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE FENCE OF THE SOLAR PANELS SHALL BE BURIED WITH:
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND OR OTHER NON-CROPLAND CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
- TOPSOIL REMOVAL AND REPLACEMENT
  - ANY EXCAVATION SHALL BE PERFORMED IN A MANNER TO PRESERVE TOPSOIL. BEST EFFORTS SHALL BE MADE TO STORE THE TOPSOIL NEAR THE EXCAVATION SITE IN SUCH A MANNER THAT IT SHALL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
  - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
  - WHEN BACKFILLING AN EXCAVATION SITE, BEST EFFORTS SHALL BE MADE TO ENSURE THE STOCKPILED SUBSOIL MATERIAL WILL BE PLACED BACK INTO THE EXCAVATION SITE BEFORE REPLACING THE TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
  - BEST EFFORTS SHALL BE PERFORMED TO PLACE THE TOPSOIL IN A MANNER SO THAT AFTER SETTLING OCCURS, THE TOPSOIL'S ORIGINAL DEPTH AND CONTOUR WILL BE RESTORED AS CLOSE AS REASONABLY PRACTICABLE. THE SAME SHALL APPLY WHERE EXCAVATIONS ARE MADE FOR ROAD, STREAM, DRAINAGE TRENCH, OR OTHER CROSSINGS. IN NO INSTANCE SHALL THE TOPSOIL MATERIALS BE USED FOR ANY OTHER PURPOSE UNLESS AGREED TO EXPLICITLY AND IN WRITING BY THE LANDOWNER.
  - BASED ON THE MUTUAL AGREEMENT OF THE LANDOWNER AND FACILITY OWNER, EXCESS SOIL MATERIAL RESULTING FROM SOLAR FACILITY EXCAVATION SHALL EITHER BE REMOVED OR STORED ON THE LANDOWNER'S PROPERTY AND RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- REROUTING AND PERMANENT REPAIR OF AGRICULTURAL DRAINAGE TILES
  - THE FOLLOWING STANDARDS AND POLICIES SHALL APPLY TO UNDERGROUND DRAINAGE TILE LINE(S) DIRECTLY OR INDIRECTLY AFFECTED BY CONSTRUCTION:
    - PRIOR TO CONSTRUCTION, THE CONTRACTOR AND OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERGROUND AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
    - THE LOCATION OF ALL DRAINAGE TILE LINES LOCATED ADJACENT TO OR WITHIN THE FOOTPRINT OF THE FACILITY SHALL BE RECORDED USING GLOBAL POSITIONING SYSTEMS (GPS) TECHNOLOGY. WITHIN 60 DAYS AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL PROVIDE THE OWNER, LANDOWNER, THE IDOA, AND THE RESPECTIVE COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD) WITH "AS BUILT" DRAWINGS (STRIP MAPS) SHOWING THE LOCATION OF ALL DRAINAGE TILE LINES BY SURVEY STATION ENCOUNTERED IN THE CONSTRUCTION OF THE FACILITY, INCLUDING ANY TILE LINE REPAIR LOCATION(S), AND ANY UNDERGROUND CABLE INSTALLED AS PART OF THE FACILITY.
    - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE
      - IF DRAINAGE TILE LINES ARE DAMAGED BY THE FACILITY, THE CONTRACTOR SHALL REPAIR THE LINES OR INSTALL NEW DRAINAGE TILE LINE(S) OF COMPARABLE QUALITY AND COST TO THE ORIGINAL(S), AND OF SUFFICIENT SIZE AND APPROPRIATE SLOPE IN LOCATIONS THAT LIMIT DIRECT IMPACT FROM THE FACILITY. IF THE DAMAGED TILE LINES CAUSE AN UNREASONABLE DISRUPTION TO THE DRAINAGE SYSTEM, AS DETERMINED BY THE LANDOWNER, THEN SUCH REPAIRS SHALL BE MADE PROMPTLY TO ENSURE APPROPRIATE DRAINAGE. ANY NEW LINE(S) MAY BE LOCATED OUTSIDE OF, BUT ADJACENT TO THE PERIMETER OF THE FACILITY. DISRUPTED ADJACENT DRAINAGE TILE LINES SHALL BE ATTACHED THERETO TO PROVIDE AN ADEQUATE OUTLET FOR THE DISTURBED ADJACENT TILE LINES.
  - ROCK REMOVAL
    - WITH ANY EXCAVATIONS, THE FOLLOWING ROCK REMOVAL PROCEDURES PERTAIN ONLY TO ROCKS FOUND IN THE UPPERMOST 42 INCHES OF SOIL, THE COMMON FREEZE ZONE IN ILLINOIS, WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - BEFORE REPLACING ANY TOPSOIL, BEST EFFORTS SHALL BE TAKEN TO REMOVE ALL ROCKS GREATER THAN 3 INCHES IN ANY DIMENSION FROM THE SURFACE OF EXPOSED SUBSOIL WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - IF TRENCHING, BLASTING, OR BORING OPERATIONS ARE REQUIRED THROUGH ROCKY TERRAIN, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE THE POTENTIAL FOR OVERSIZED ROCKS TO BECOME INTERSPERSED IN ADJACENT SOIL MATERIAL.
    - ROCKS AND SOIL CONTAINING ROCKS REMOVED FROM THE SUBSOIL AREAS, TOPSOIL, OR FROM ANY EXCAVATIONS, SHALL BE REMOVED FROM THE LANDOWNER'S PREMISES OR DISPOSED OF ON THE LANDOWNER'S PREMISES AT A LOCATION THAT IS ACCEPTABLE TO THE LANDOWNER AND THE OWNER.
  - REPAIR OF COMPACTION AND RUTTING
    - AFTER THE TOPSOIL HAS BEEN REPLACED, ALL AREAS THAT ARE NOT DIRECTLY UNDER PHOTOVOLTAIC PANELS THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION EQUIPMENT SHALL BE RIPPED AT LEAST 18 INCHES DEEP, AND ALL PASTURE AND WOODED AREAS SHALL BE RIPPED AT LEAST 12 INCHES DEEP TO THE EXTENT PRACTICABLE. THE EXISTENCE OF TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS DEPTH, THE DISTURBED AREA SHALL THEN BE DISKED.
    - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON LAND ADJACENT TO THE FACILITY.
    - THE CONTRACTOR SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION.
  - CONSTRUCTION DURING WET WEATHER
    - EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND WHERE NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WET WEATHER CONDITIONS ARE TO BE DETERMINED ON A FIELD BY FIELD BASIS AND NOT FOR THE PROJECT AS A WHOLE.
    - CONSTRUCTION ACTIVITIES ON PREPARED SURFACES WHERE TOPSOIL AND SUBSOIL HAVE BEEN REMOVED, HEAVILY COMPACTED IN PREPARATION, OR OTHERWISE STABILIZED (E.G. THROUGH CEMENT MIXING) MAY OCCUR AT THE DISCRETION OF THE CONTRACTOR IN WET WEATHER CONDITIONS.
    - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES SHALL BE DONE ONLY WHEN WORK SHALL NOT RESULT IN RUTTING CREATING A MIXING OF SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING SHALL BE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT.
  - WEED/VEGETATION CONTROL
    - THE CONTRACTOR SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. SPRAYING SHALL BE DONE BY A PESTICIDE APPLICATOR THAT IS APPROPRIATELY LICENSED FOR DOING SUCH WORK IN THE STATE OF ILLINOIS.

**DECOMPACTION NOTES**

- DECOMPACTION IS REQUIRED WHEN ALL THREE CONDITIONS APPLY.
  - THE AREA HAS BEEN TRAFFICKED OR TRAVERSED BY VEHICLES OR CONSTRUCTION EQUIPMENT, AND THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
  - THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
  - THE SOIL STRENGTH (PSI) IN THE RIGHT-OF-WAY AREA IS GREATER THAN THAT OF THE NON-TRAFFICKED AREA.
- AN ENVIRONMENTAL AND/OR AGRICULTURAL INSPECTOR (AI), WITH EXPERIENCE AND TRAINING IN THE PROPER IDENTIFICATION OF COMPACTED SOIL AND OPERATION METHODS OF DEEP DECOMPACTION TOOLS IS REQUIRED TO OBSERVE THE DAILY OPERATION OF THE RIPPER/SUBSOILER TO ENSURE THE CONDITIONS ARE APPROPRIATE FOR DECOMPACTION EFFORTS AND THAT THE PROPER EQUIPMENT IS UTILIZED AND THAT EQUIPMENT IS SET-UP AND OPERATED CORRECTLY.
- TO ACHIEVE THE MOST EFFECTIVE SHATTER OF THE COMPACTED SOIL THE FOLLOWING GUIDELINES HAVE BEEN ESTABLISHED:
  - CONDUCT RIPPING WHEN THE SOIL IS DRY, FOLLOW THE SOIL PLASTICITY TEST PROCEDURES TO DETERMINE IF SOIL CONDITIONS ARE ADEQUATELY DRY TO CONDUCT DECOMPACTION EFFORTS.
  - DEEP RIPPING SHALL BE CONDUCTED USING A RIPPER OR SUBSOILING TOOL WITH A SHANK LENGTH OF NO LESS THAN 18 INCHES AND A SHANK SPACING OF APPROXIMATELY THE SAME MEASUREMENT AS THE SHANK LENGTH.
  - USE A RIPPER WITH A KNIFE LENGTH OF NO LESS THAN 2 INCHES MORE THAN THE DESIRED DEPTH OF DECOMPACTION.
  - TO BEST PROMOTE REVEGETATION AND RESTORE CROP PRODUCTION, A TOTAL DEPTH OF 30 OR MORE INCHES OF SOIL (TOPSOIL PLUS SUBSOIL) IS REQUIRED.
  - THE MINIMUM DEPTHS OF DECOMPACTION STATED ABOVE IN 3.D. ARE REQUIRED WHERE POSSIBLE, A SAFE DISTANCE FROM SUB-SURFACE STRUCTURES (TILE DRAINS, PIPELINES, BURIED UTILITIES, BEDROCK, ETC.) MUST BE MAINTAINED AT ALL TIMES. WHERE SUCH STRUCTURES EXIST, A LESSER DEPTH OF DECOMPACTION WILL BE REQUIRED TO PREVENT DAMAGE TO EQUIPMENT AND THE STRUCTURES AS WELL AS TO MAINTAIN A SAFE WORK ENVIRONMENT. THE ALLOWABLE DECOMPACTION DEPTH IN THESE INSTANCES WILL BE DETERMINED ON A SITE BY SITE BASIS.
  - WHEN THE KNIVES ARE IN THE SOIL TO THE DESIRED DEPTH, THE TONGUE OF THE RIPPER SHOULD BE PARALLEL TO THE SURFACE OF THE GROUND.
  - SELECT A TRACTOR THAT HAS ENOUGH HORSEPOWER TO PULL THE RIPPER AT A SPEED OF 1.5 TO 2 MPH AND WHOSE FOOTPRINT IS OF EQUAL OR LESSER WIDTH THAN THE RIPPER. TRACKED EQUIPMENT IS PREFERRED AND TYPICALLY REQUIRED TO ACHIEVE THIS CRITERIA.
  - THE RIPPER SHANKS SHOULD NOT CREATE RUTS, CHANNELS, OR MIXING OF THE SUB-SOIL WITH TOPSOIL. A SPEED OF 1.5 TO 2 MPH IS RECOMMENDED TO MINIMIZE THE RISK OF RUTTING AND SOIL MIXING. THE IDEAL OPERATING SPEED CAN VARY WITH SOIL CHARACTERISTICS, TRACTOR AND RIPPER TOOL USED. AN EXCESSIVE TRAVEL SPEED WILL OFTEN INCREASE MIXING OF SOIL HORIZONS.
  - WHEN THE EQUIPMENT IS SET UP AND OPERATED CORRECTLY, THE RIPPER SHOULD CREATE A WAVE ACROSS THE SURFACE OF THE GROUND AS IT LIFTS AND DROPS THE SOIL.
  - MAKE ONE RIPPING PASS THROUGH THE COMPACTED AREA. USING A PENETROMETER, THE AI WILL MEASURE THE PSI BETWEEN THE RIPPER KNIFE TRACKS TO DETERMINE IF THE SINGLE RIPPING PASS WAS SUCCESSFUL. ADDITIONAL PASSES SHOULD ONLY BE USED WHERE NEEDED AS THEY MAY REDUCE THE EFFECTIVENESS OF THE RIPPING BY RECOMPACTION OF THE SOIL SHATTERED IN THE PREVIOUS PASS.
  - IF THE FIRST PASS DOES NOT SUCCESSFULLY DECOMPACT THE SOIL, ADDITIONAL PASSES SHOULD BE TAKEN. THE DEPTHS OF THE RIPPER BE NEEDED TO ACHIEVE DECOMPACTION BETWEEN THE KNIFE TRACKS OF THE RIPPING TOOL, THE SUBSEQUENT PASSES SHOULD BE POSITIONED SO THE KNIFE TRACKS FROM THE PREVIOUS PASS ARE SPLIT BY THE SECOND PASS. IF THREE OR MORE PASSES HAVE BEEN MADE AND SUFFICIENT DECOMPACTION HAS NOT YET BEEN ACHIEVED, THE AI MAY CHOOSE TO HALT FURTHER DECOMPACTION EFFORTS IN THAT AREA UNTIL CONDITIONS IMPROVE OR BETTER METHODS ARE DETERMINED.
  - FOLLOWING RIPPING, ALL STONE AND ROCK THREE OR MORE INCHES IN SIZE WHICH HAS BEEN LIFTED TO THE SURFACE SHALL BE COLLECTED AND REMOVED FROM AGRICULTURAL AREAS.
  - AFTER RIPPING HAS BEEN CONDUCTED, DO NOT ALLOW UNNECESSARY TRAFFIC ON THE RIPPED AREA.
  - IN AGRICULTURAL LANDS AND CROPLANDS THAT WILL NOT BE REPLANTED TO VEGETATION AS SHOWN ON THE PLANS, RECOMMEND TO LANDOWNERS TO PLANT A COVER CROP (CEREA RYE, CLOVER, ALFALFA, TILLAGE RADISH, TURNUPS, ETC.) FOLLOWING DECOMPACTION. REDUCED COMPACTION CREATED BY THE RIPPER PASS WILL NOT REMAIN OVER TIME WITHOUT SUBSEQUENT ROOT PENETRATION. ROOT PENETRATION INTO THE SHATTERED SOIL IS NECESSARY TO ESTABLISH PERMANENT STABILIZED CHANNELS TO CONDUCT AIR AND WATER INTO THE SOIL PROFILE. TWO GOOD SOURCES FOR LANDOWNER COVER CROP EDUCATION ARE:
    - HTTP://WWW.MCCS.MSU.EDU/CC/NO/CROPBYCROP.HTML AND
    - HTTP://WWW.CODEV.ANR.MSU.EDU// FOR LOCAL EXPERTISE, CONSULT WITH YOUR COUNTY'S SOIL AND WATER CONSERVATION DISTRICT, USDA NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OFFICE FOR COVER CROP SELECTION AND COMPLIANCE WITH NRCS PLANTING DEADLINES.

**SOIL PLASTICITY TEST PROCEDURES**

- THE AGRICULTURAL INSPECTOR WILL TEST THE CONSISTENCY OF THE SURFACE SOIL TO A DEPTH OF APPROXIMATELY 4 TO 8 INCHES USING THE FIELD PLASTICITY TEST PROCEDURE DEVELOPED FROM THE ANNUAL BOOK OF ASTM STANDARDS, PLASTIC LIMIT OF SOILS (ASTM D-4318).
- PULL A SOIL PUG FROM THE AREA TO BE TILLED, MOVED, OR TRAFFICKED TO A DEPTH OF 4-8 INCHES.
  - ROLL A PORTION OF THE SAMPLE BETWEEN THE PALMS OF THE HANDS TO FORM A WIRE WITH A DIAMETER OF ONE-EIGHTH INCH.
  - THE SOIL CONSISTENCY IS:
    - TILLABLE (ABLE TO BE WORKED) IF THE SOIL WIRE BREAKS INTO SEGMENTS NOT EXCEEDING 3/8 OF AN INCH IN LENGTH.
    - PLASTIC (NOT TILLABLE) IF THE SEGMENTS ARE LONGER THAN 3/8 OF AN INCH BEFORE BREAKING.
  - THIS PROCEDURE IS TO BE USED TO AID IN DETERMINING WHEN SOIL CONDITIONS ARE DRY ENOUGH FOR CONSTRUCTION ACTIVITIES TO PROCEED.
  - ONCE THE SOIL CONSISTENCY HAS BEEN DETERMINED TO BE OF ADEQUATE DRYNESS, THE PLASTICITY TEST IS NOT REQUIRED AGAIN UNTIL THE NEXT PRECIPITATION EVENT.

**DEMOLITION NOTES**

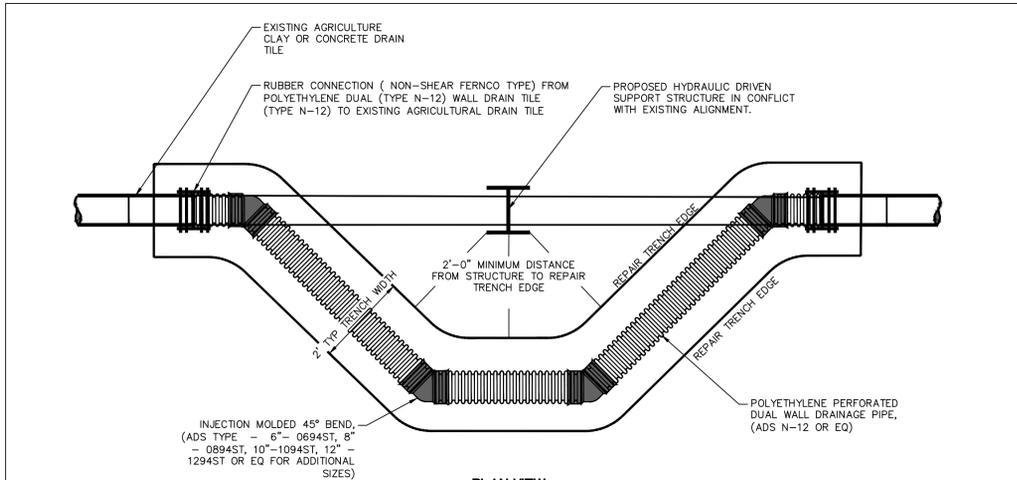
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL WASTE MATERIAL IN A LOCATION AND IN A MANNER APPROVED BY ALL GOVERNING AUTHORITIES IN WRITING, BUT NOT LIMITED TO, STRUCTURES, FOUNDATIONS, CONCRETE, ASPHALT, STEEL, UTILITIES, DRAINAGE STRUCTURES, ETC.
- CONTRACTOR TO DEMOLISH THE SITE SUCH THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED.
- ALL UNSUITABLE MATERIAL THAT WOULD CONFLICT WITH THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM ALL GOVERNING AGENCIES PRIOR TO THE START OF SITE DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL EXISTING UTILITY SERVICES ARE DISCONNECTED OR PROTECTED PRIOR TO THE START OF DEMOLITION OF THE SITE.
- THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES ASSOCIATED WITH UTILITY COORDINATION.
- THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER.
- PRIOR TO THE START OF ANY SITE DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- CONTRACTOR MUST PROVIDE SAFETY FENCING FROM PUBLIC ACCESS TO THE SITE PRIOR TO THE START OF DEMOLITION ACTIVITY AND UNTIL SITE CONSTRUCTION HAS BEEN COMPLETED.
- SITE DEMOLITION SHALL NOT CONFLICT WITH ACCESS TO ADJACENT SITES OR TRAFFIC AND PEDESTRIAN FLOW IN ADJACENT PUBLIC R.O.W.'S.
- ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITY.
- ANY IMPROVEMENTS, STRUCTURES, PAVEMENTS, UTILITIES, OR PROPERTY, EITHER ON-SITE OR OFF-SITE, THAT BECOMES DAMAGED DURING SITE CONSTRUCTION SHALL BE REPLACED BACK TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- EARTH EXCAVATION AND/OR BUILDING DEMOLITION THAT RESULTS IN SOIL AND/OR BUILDING DEMOLITION DEBRIS HAUL-OFF SHALL BE EXECUTED IN ACCORDANCE WITH THE ILLINOIS POLLUTION CONTROL BOARD CLEAN CONSTRUCTION OR DEMOLITION DEBRIS RULE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE HAUL-OFF MATERIAL IS CLEAN OR CONTAMINATED AND WITHIN THE ALLOWABLE LIMITS OF THE RULE.

**GENERAL CONSTRUCTION NOTES**

- ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE SITEMARK SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
- EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE MOST RECENT ELECTRICAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SOLAR PANELS.

**GRADING NOTES**

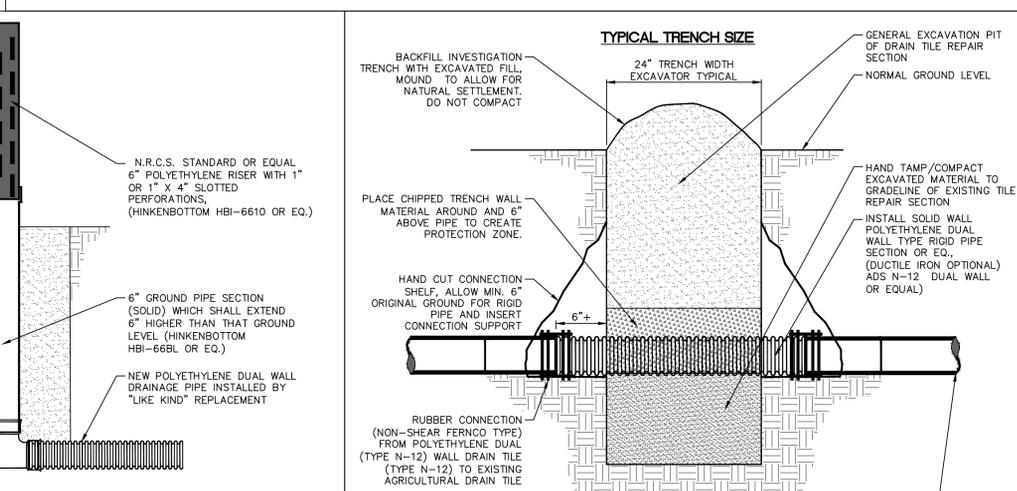
- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4:1:1 OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH STATE, LOCAL AND COUNTY SPECIFICATIONS, INCLUDING IN ACCORDANCE WITH THE N.P.D.E.S. GENERAL PERMIT, UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- ALL SPOT GRADES ALONG CURB LINE ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED. ALL RIM ELEVATIONS ARE FLOWLINE ELEVATIONS.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.



**PLAN VIEW**  
 EXISTING DRAIN TILE BYPASS ROUTE FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING DRAIN TILE ROUTE WHICH IS IN CONFLICT WITH FIXED IMPROVEMENT INSTALLED AS MODIFICATION TO ORIGINAL ROUTE  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 380D  
 NOT TO SCALE

**SAFETY NOTE:**  
 OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

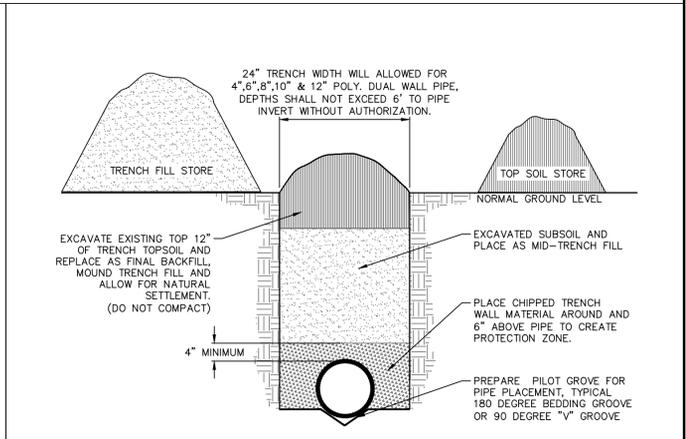
**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL FIELD INSTALLATION FOR POLYETHYLENE DUAL WALL DRAIN TILE  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A  
 NOT TO SCALE



**TYPICAL TRENCH SIZE**  
 EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL REPAIR SECTION FOR DRAIN TILE 'BLOW OUT' OR FAILURE  
 HUDDLESTON DRAINAGE TYPICAL SECTION NO. 02A  
 NOT TO SCALE

**SAFETY NOTE:**  
 OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

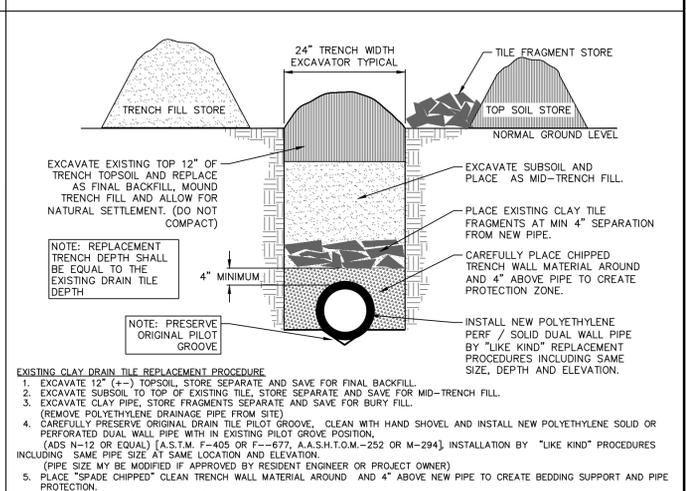
**6\"/>**



**NEW POLYETHYLENE DUAL WALL PERFORATED DRAIN TILE INSTALLATION FOR AGRICULTURAL LAND USE**  
 1. EXCAVATE 12\"/>

**NOTE:**  
 TYPICAL SINGLE WALL POLYETHYLENE PERFORATED DRAIN TILE INSTALLATION BY AGRICULTURAL DRAINAGE TRENCHERS IN ACCORDANCE WITH A.S.T.M. F-405, F-449 OR F-667, A.A.S.H.T.O. M-252, OR M-294. INSTALLATION PROCEDURE MAY BE ALLOWED ONLY BY DIRECTION OF THE RESIDENT PROJECT ENGINEER.

**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL FIELD INSTALLATION FOR POLYETHYLENE DUAL WALL DRAIN TILE  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A  
 NOT TO SCALE



**EXISTING CLAY DRAIN TILE REPLACEMENT PROCEDURE**  
 1. EXCAVATE 12\"/>

**NOTE:**  
 ALL EXISTING UNKNOWN LATERAL DRAIN TILES ENCOUNTERED DURING "LIKE KIND" REPLACEMENT PROCESS SHALL BE REPLACED BY SAME PROCEDURE

**EXISTING DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
 EXISTING AGRICULTURAL DRAIN TILE "LIKE KIND" REPLACEMENT  
 TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A1  
 NOT TO SCALE

**811**  
 Know what's below.  
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND ADDRESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

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 Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com

**ATWELL**  
 666.650.4200 www.atwell-group.com  
 1245 EAST DEHL ROAD, SUITE 100  
 YORKVILLE, ILLINOIS 60552  
 DESIGN FIRM #14-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**STANDARD DETAILS**

**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawing Title: **C-601**  
 Dwg No: Size: D Sheet Rev: **D**

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING A PROPERTY LINE SETBACK VARIANCE FOR CERTAIN TERRITORY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GALENA ROAD AND ROUTE 47**

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the “Corporate Authorities”) may provide for and allow variances to provide relief when strict compliance with the requirements of the City of Yorkville Unified Development Ordinance (the “UDO”) presents a particular hardship; and

**WHEREAS**, Nexamp d/b/a Yorkville Renewables, LLC, an Illinois limited liability company (the “Applicant”), requested relief from Section 10-4-13 of the UDO requiring the yard setbacks for solar farm equipment to be 100 feet from the property line; and

**WHEREAS**, notice of a public hearing on said application was published and pursuant to said notice the Planning and Zoning Commission of the City conducted a public hearing on September 11, 2024, on said application in accordance with the State statutes and the ordinances of the City; and

**WHEREAS**, the Planning and Zoning Commission made the required written Findings of Fact finding that the variation met the standards in Section 10-8-9C of the UDO and recommended that the variance be granted; and

**WHEREAS**, 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 UDO to permit solar farm equipment less than a minimum distance of 100 feet from the property line and to allow a solar equipment setback of 50 feet from the north and south property lines on the Subject Property is hereby granted.

**Section 4.** That the variation approved through this Ordinance is contingent upon the approval of a special use permit for the Subject Property for use as a solar farm with freestanding solar energy systems, and should such special use permit be denied, the variation contemplated in this Ordinance shall not be granted.

**Section 5.** That the solar equipment shall be constructed, operated, and maintained in accordance with the requirements of the Yorkville City Code and generally located as shown on the attached plat of survey provided by the Applicant and made a part hereof as Exhibit A.

**Section 6.** That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

*Attest:*

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



Exhibit A

# YORKVILLE RENEWABLES

## A 4.95MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

### GALENA ROAD

### UNITED CITY OF YORKVILLE, KENDALL COUNTY, BRISTOL TOWNSHIP, ILLINOIS

# FINAL SITE PLANS

#### APPLICANT

YORKVILLE RENEWABLES, LLC  
101 NORTH WACKER DRIVE, SUITE 200  
CHICAGO, ILLINOIS 60606  
CONTACT: MATT WALSH

#### CONSULTANT

NEXAMP, INC.  
101 NORTH WACKER DRIVE, SUITE 200  
CHICAGO, ILLINOIS 60606  
CONTACT: MATT WALSH  
E: MWALSH@NEXAMP.COM

#### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC  
1250 E. DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (303) 825-7100  
E: MKEITH@ATWELL-GROUP.COM  
CONTACT: MICHAEL KEITH, P.E.

#### GOVERNING AGENCIES CONTACTS

##### PLANNING - ZONING - LANDSCAPE - SIGNAGE

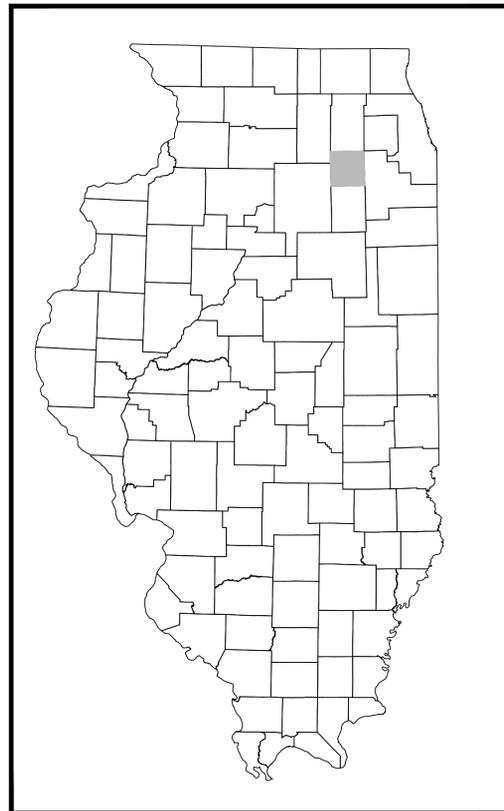
JASON ENGBERG  
YORKVILLE PLANNING & ZONING  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8555  
E: JENGBERG@YORKVILLE.IL.US

##### ENGINEERING

BRADLEY SANDERSON  
YORKVILLE ENGINEER  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 466-6720  
E: BSANDERSON@EEIWEB.COM

##### BUILDING

PETE RATOS  
YORKVILLE BUILDING SAFETY & ZONING  
651 PRAIRIE POINTE  
YORKVILLE, IL 60560  
T: (630) 553-8549  
E: PRATOS@YORKVILLE.IL.US



**ILLINOIS**  
NOT TO SCALE

#### SHEET INDEX

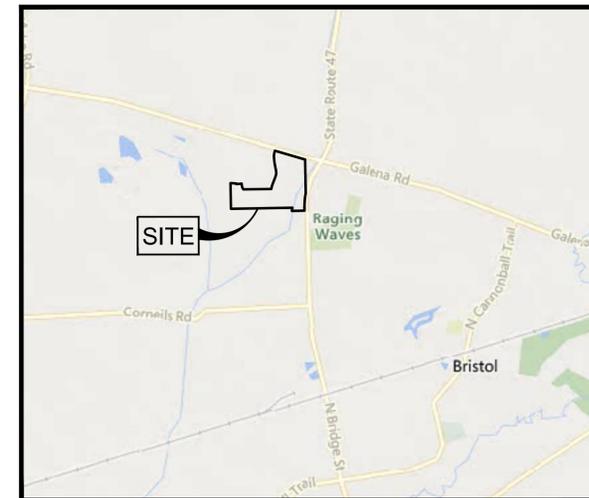
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- C-201 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
- C-300 SITE LAYOUT PLAN
- C-400 GRADING AND STORMWATER PLAN
- C-401 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

#### 9-1-1 ADDRESS

TBD



**KENDALL COUNTY**  
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



666.850.4200 www.atwell-group.com  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No:	Size:	Sheet Rev:
<b>C-000</b>	D	D

**Know what's below. Call before you dig.**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CAD FILE: 22001757C-000-CV.DWG

LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; 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THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 49 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 59.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 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, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

\*SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

\*SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-\_\_\_ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(o) SURFACE EVIDENCE OF UTILITIES LYING WITHIN THE SURVEYED PROPERTY WERE LOCATED WHILE CONDUCTING THIS SURVEY AND ARE DEPICTED. UTILITY LOCATIONS SHOWN ON UTILITY MAPS PROVIDED THROUGH ONE CALL (TICKET X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED AND/OR BURIED UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED BY SAID VISIBLE EVIDENCE AND DESIGN STAGE ATLAS REQUESTS.
NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
A PRIVATE UTILITY LOCATE REQUEST WAS NOT PERFORMED BY THE SURVEYOR. OUR EXPERIENCE IN REQUESTING FIELD UTILITY LOCATES OR DESIGNATIONS DURING THE PRELIMINARY STAGE OF PROJECTS HAVE PROVEN TO BE UNSUCCESSFUL IN THE STATE OF ILLINOIS. PLANS PROVIDED THROUGH A 811 DESIGN STAGE TICKET WERE UTILIZED.
13. NAMES OF ADJOINING OWNERS OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.

nexamp logo and contact information: 101 Summer Street, 2nd Flr., Boston, MA 02110, Tel: (617) 431-1440, Fax: (978) 416-2825, Web: nexamp.com

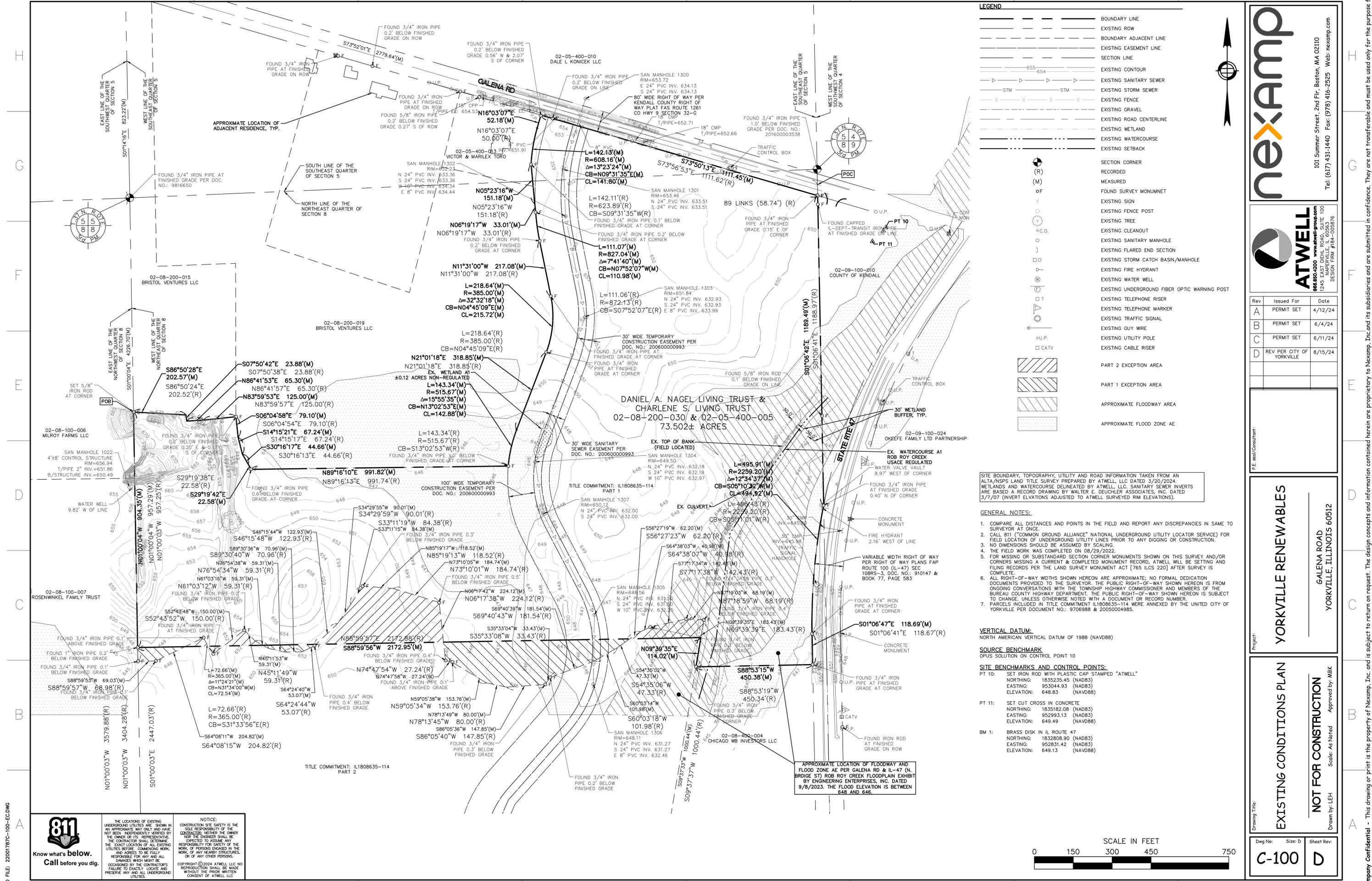
ATWELL logo and contact information: 666.650.4200, www.atwell-group.com, 1245 EAST DIBBLE ROAD, SUITE 100, YORKVILLE, ILLINOIS 60552, DESIGN FIRM #14-0089976

Revision table with columns: Rev, Issued For, Date. Rows A-D with details for PERMIT SET and REV PER CITY OF YORKVILLE.

Project: YORKVILLE RENEWABLES, GALENA ROAD, YORKVILLE, ILLINOIS 60512

LEGAL DESCRIPTION, NOT FOR CONSTRUCTION, Scale: As Noted, Approved by: MBK

Dwg No: C-001, Size: D, Sheet Rev: D



**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

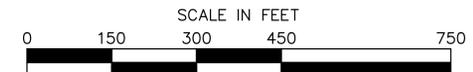
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
  - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
  - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
  - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
  - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
  - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
  - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

**VERTICAL DATUM:**  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

**SOURCE BENCHMARK**  
OPUS SOLUTION ON CONTROL POINT 10

**SITE BENCHMARKS AND CONTROL POINTS:**

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
  - EASTING: 953044.93 (NAD83)
  - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
  - EASTING: 952993.13 (NAD83)
  - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
  - EASTING: 952831.42 (NAD83)
  - ELEVATION: 649.13 (NAVD88)



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**ATWELL**

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DESIGN FIRM # 184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**EXISTING CONDITIONS PLAN**

**NOT FOR CONSTRUCTION**

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK  
Drawn by: LEH

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NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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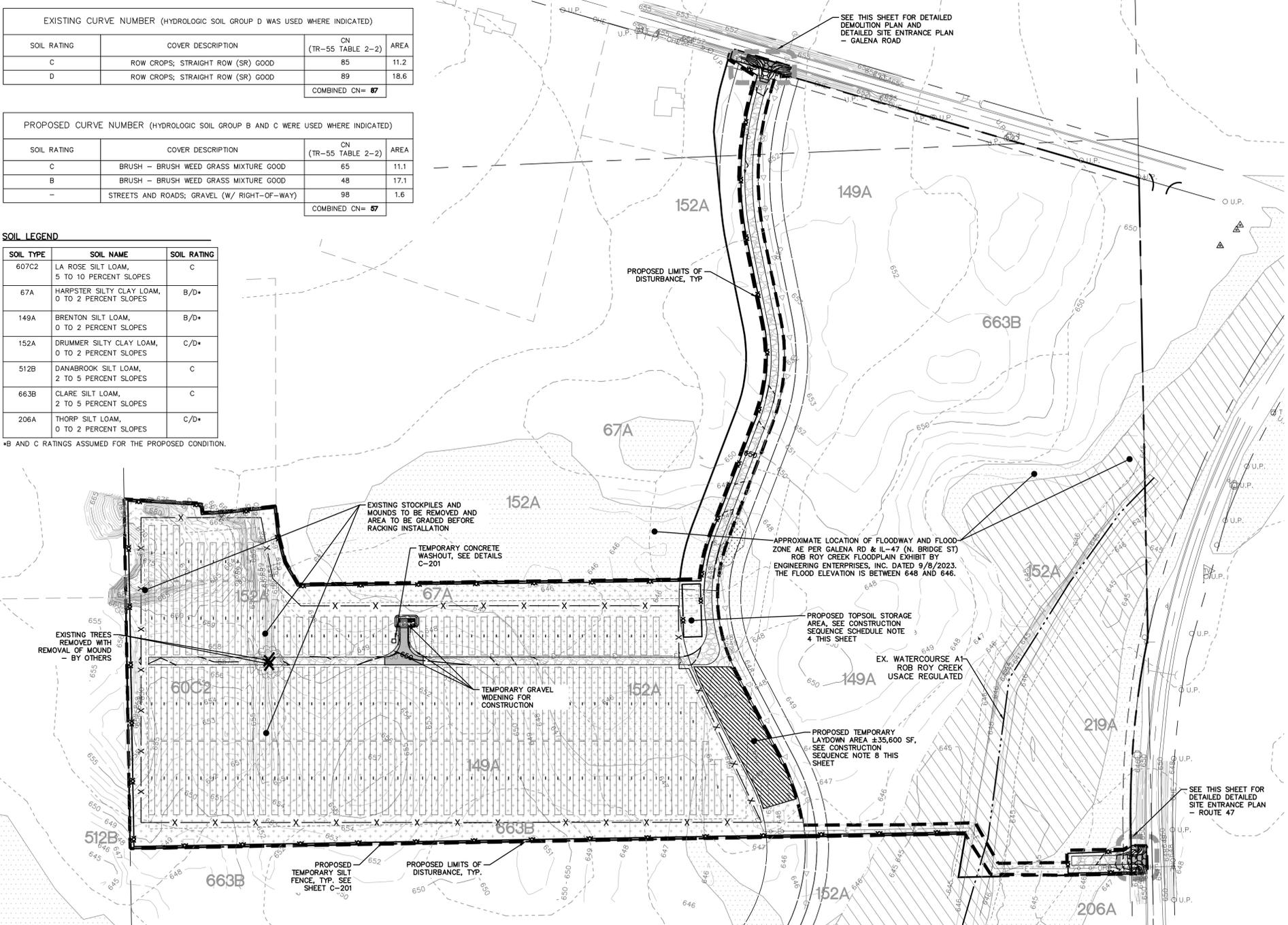
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EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP D WAS USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	11.2
D	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	18.6
		COMBINED CN= 87	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	65	11.1
B	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	48	17.1
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.6
		COMBINED CN= 57	

SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D+
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D+
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

\*B AND C RATINGS ASSUMED FOR THE PROPOSED CONDITION.



LEGEND	
	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	LIMITS OF DISTURBANCE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	TEMPORARY SILT FENCE, SEE DETAIL SHEET C-201
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SOILS
	EXISTING UTILITY TO BE REMOVED
	EXISTING UTILITY POLE
	REMOVE EXISTING TREE
	PROPOSED RIPRAP
	TEMPORARY CONSTRUCTION ENTRANCE, SEE DETAIL SHEET C-201
	EROSION CONTROL BLANKET WITH PERMANENT STABILIZATION PER LANDSCAPE PLAN
	PERMANENT STABILIZATION PER LANDSCAPE PLAN
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
	TEMPORARY GRAVEL WIDENING FOR CONSTRUCTION
	APPROXIMATE FLOODWAY AREA
	APPROXIMATE FLOOD ZONE AE

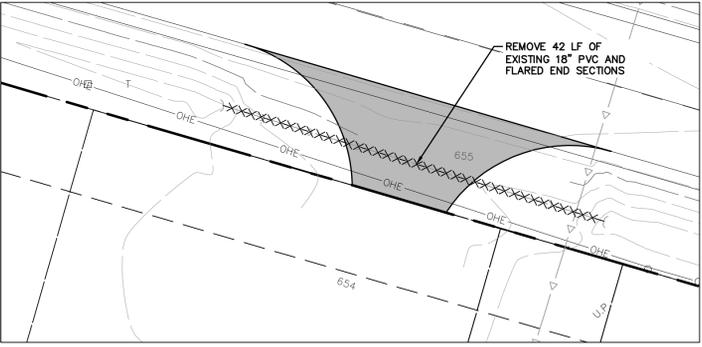
**CONSTRUCTION SEQUENCE SCHEDULE**

- INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
    - REMOVE EXISTING CULVERT.
    - INSTALL PROPOSED CULVERT AND INLET PROTECTION.
    - INSTALL ACCESS ROAD AT ITS FULL WIDTH WITH THE STABILIZATION CONSTRUCTION ENTRANCE UNDER THE EGRESS LAND TO ENSURE EGRESS TRUCKS ARE PROPERLY CLEANED OF MUD AND DEBRIS PRIOR TO ENTERING THE PUBLIC ROADS.
    - INSTALL SILT FENCE/SILT/STOX
  - INSTALL SILT FENCE ALONG ALL LIMITS OF DISTURBANCE AREAS.
  - TREE REMOVAL WHERE NECESSARY (CLEAR & GRUB).
  - CONTAIN STOCKPILE LOCATIONS WITHIN SITE AND INSTALL EROSION CONTROL MEASURES AS NECESSARY.
  - INSTALL GRAVEL ACCESS DRIVE. ACCESS DRIVE SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY PRIOR TO SITE CONSTRUCTION.
  - START CONSTRUCTION OF SOLAR PANELS AND UTILITIES.
  - INITIATE TEMPORARY SEEDING WITHIN ONE BUSINESS DAY OF INACTIVITY, THROUGHOUT CONSTRUCTION, DENUDE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
  - REMOVE GRAVEL FOR LAYDOWN AREA, AND SPREAD WITH TOPSOIL. GRAVEL SHALL BE USED TO FILL IN AREAS ON ACCESS ROAD THAT WERE DAMAGED OR RUTTED DURING CONSTRUCTION.
  - PERMANENTLY STABILIZE ALL AREAS. SEE LANDSCAPE PLAN FOR PERMANENT STABILIZATION MIXES.
  - REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION.
- SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY WEEK AND WITHIN 24 HOURS OF THE END OF A STORM OR BY THE END OF THE FOLLOWING BUSINESS DAY AFTER EVERY 0.5 IN. OR GREATER RAINFALL EVENT.

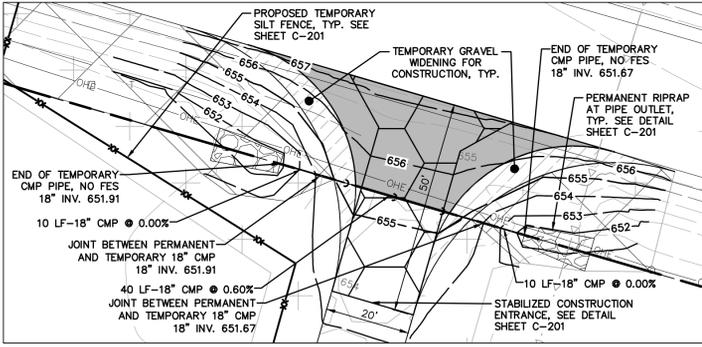
**EROSION CONTROL AND SEDIMENTATION NOTES:**

- SEE DEMOLITION NOTES SHEET C-601
- AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
- ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEEPED AT THE END OF EACH WORKING DAY.
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
- SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
- ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PAD AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILED FOR REUSE. EXCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
- ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES, AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE IN TACT.
- DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDE SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
- CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
- ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
- CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
- OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
- THE OVERALL DEVELOPMENT WILL BE RE-SEEDING AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROPP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- NO CONSTRUCTION ACTIVITIES, AS PART OF THE SITE DEVELOPMENT, SHALL OCCUR WITHIN ANY DELINEATED WETLANDS OR WETLAND BUFFERS, AS REQUIRED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

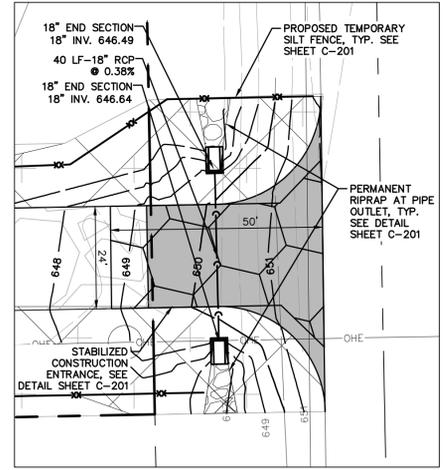
SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	75.51
TOTAL DISTURBED AREA (ACRES)	29.8
EXISTING IMPERVIOUS AREA (ACRES)	0.0
PROPOSED IMPERVIOUS AREA (ACRES)	1.6



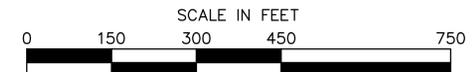
**DETAILED DEMOLITION PLAN**  
SCALE 1" = 20'



**DETAILED SITE ENTRANCE PLAN - GALENA ROAD**  
SCALE 1" = 20'



**DETAILED SITE ENTRANCE PLAN - ROUTE 47**  
SCALE 1" = 20'



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NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE ORGANIZATOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**SOIL EROSION AND SEDIMENTATION CONTROL PLAN**

**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-200** Size: **D** Sheet Rev: **D**

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
- EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOUSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
- ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
  - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
  - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
  - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
  - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
  - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
  - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
- EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
- ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
- CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
- CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
- ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
- THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

**NOTE:**  
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

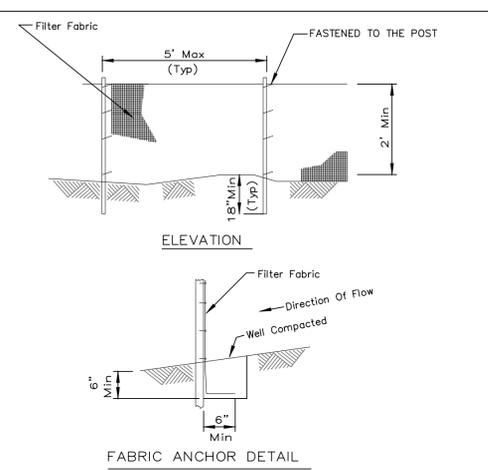
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**NOTICE:**  
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**SILT FENCE PLAN**



- NOTES:**
- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
  - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
  - Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

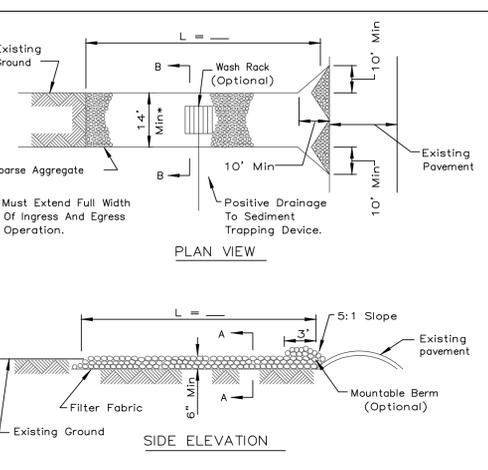
**MAINTENANCE:**  
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.  
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.  
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.  
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

**CONCRETE WASHOUT**

- INSTALLATION**  
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
- INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
  - DESIGNED AND INSTALLED SYSTEMS
  - UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
  - DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
  - A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
  - INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
  - PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
  - PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
  - INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
  - POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
  - WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

- MAINTENANCE**
- INSPECT DAILY AND AFTER EACH STORM EVENT.
  - INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
  - INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
  - INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
  - ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
  - EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
  - PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
  - UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
  - DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
  - THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
  - THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
  - CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING.
  - PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
  - INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
  - WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHOULD BE CHECKED LOCALLY.
  - Holes, depressions and other land disturbances associated with the system should be backfilled, graded, and stabilized.

**STABILIZED CONSTRUCTION ENTRANCE PLAN**



- NOTES:**
- Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
  - Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
  - Any drainage facilities required because of washing shall be constructed according to manufacturer's specifications.
  - If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**CONTRACTOR CERTIFICATION**  
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

**GENERAL CONTRACTOR NAME** \_\_\_\_\_

**GENERAL CONTRACTOR ADDRESS** \_\_\_\_\_

**GENERAL CONTRACTOR TELEPHONE** \_\_\_\_\_

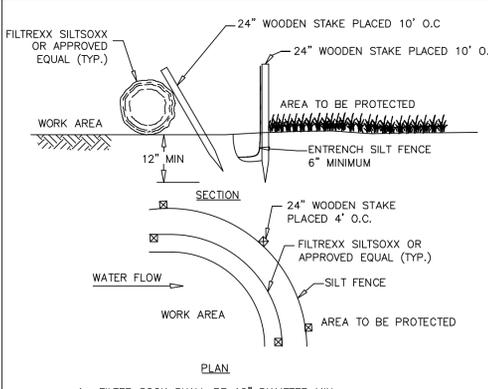
**GENERAL CONTRACTOR SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SITE ADDRESS** \_\_\_\_\_

**OWNER** \_\_\_\_\_

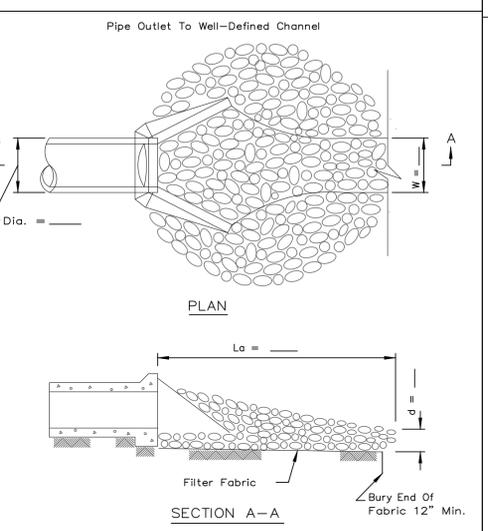
**DATE** \_\_\_\_\_



- EROSION CONTROL BARRIER**  
NOT TO SCALE
- FILTER SOCK SHALL BE 12" DIAMETER MIN.
  - SOCKS TO BE FILLED WITH BIODEGRADABLE COMPOST MATERIAL.
  - WOODEN STAKES SHALL BE PLACED DOWNSLOPE OF THE FILTER SOCK.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**PIPE OUTLET TO CHANNEL**

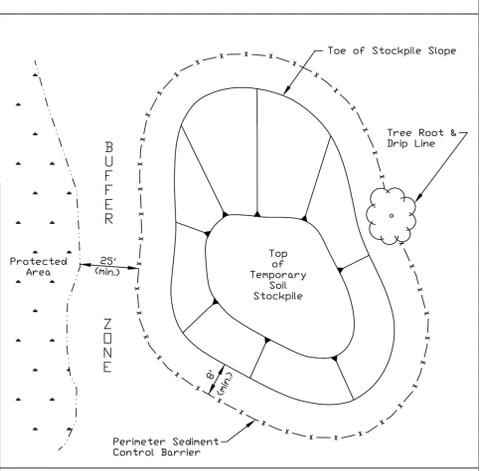


- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
  - The rock riprap shall meet the IDOT requirements for the following gradation \_\_\_\_\_.
  - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**OWNER CERTIFICATION**  
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

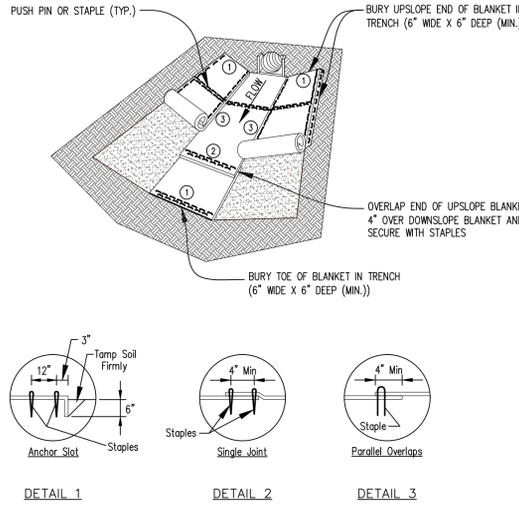
**TEMPORARY SOIL STOCKPILE DETAIL**



- NOTES:**
- Stockpile slopes should be based on angle of repose of the soil material to avoid potential sloughing of the slope.
  - Soil stockpile to be stabilized in accordance with practical standards.
  - Do not locate stockpile within overlaid drainage flow path, designated floodways, drip line or over the root crown of adjacent trees.
  - Provisions for sediment control practices may be required along haul roads and entrance/exit locations for access the soil stockpile that can create flow path for stormwater runoff.
  - Installation of benches, terraces, or slope interrupters should be considered.
  - Avoid building soil stockpiles on impervious surfaces.
  - Linear sediment trap surrounding the stockpile base may be used to control sediment.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**EROSION CONTROL BLANKET - CHANNEL INSTALLATION**



- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
  - The rock riprap shall meet the IDOT requirements for the following gradation \_\_\_\_\_.
  - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**MAINTENANCE:**  
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND RESEEDING MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.

**GENERAL CONTRACTOR NAME** \_\_\_\_\_

**GENERAL CONTRACTOR ADDRESS** \_\_\_\_\_

**GENERAL CONTRACTOR TELEPHONE** \_\_\_\_\_

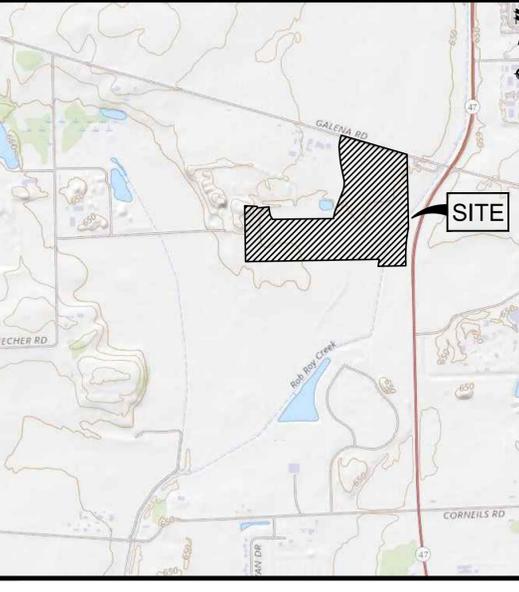
**GENERAL CONTRACTOR SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SITE ADDRESS** \_\_\_\_\_

**OWNER** \_\_\_\_\_

**DATE** \_\_\_\_\_



REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**nexamp**

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE

**YORKVILLE RENEWABLES**

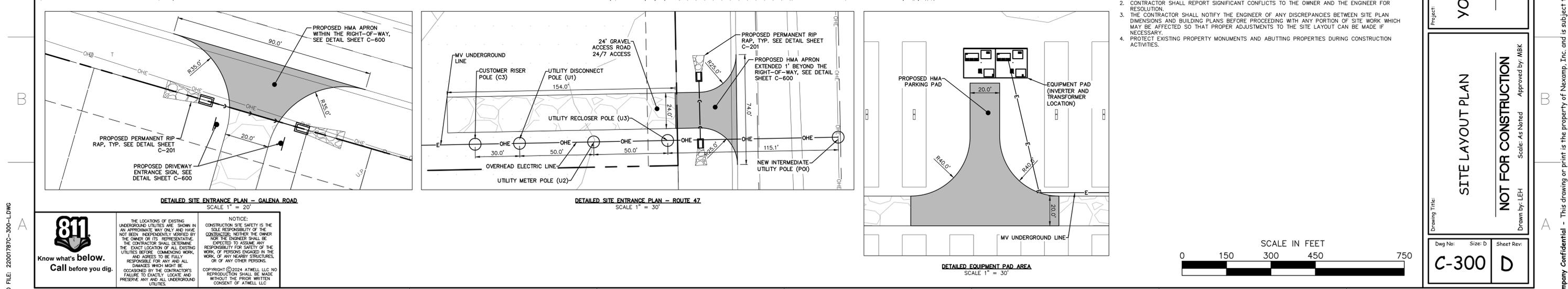
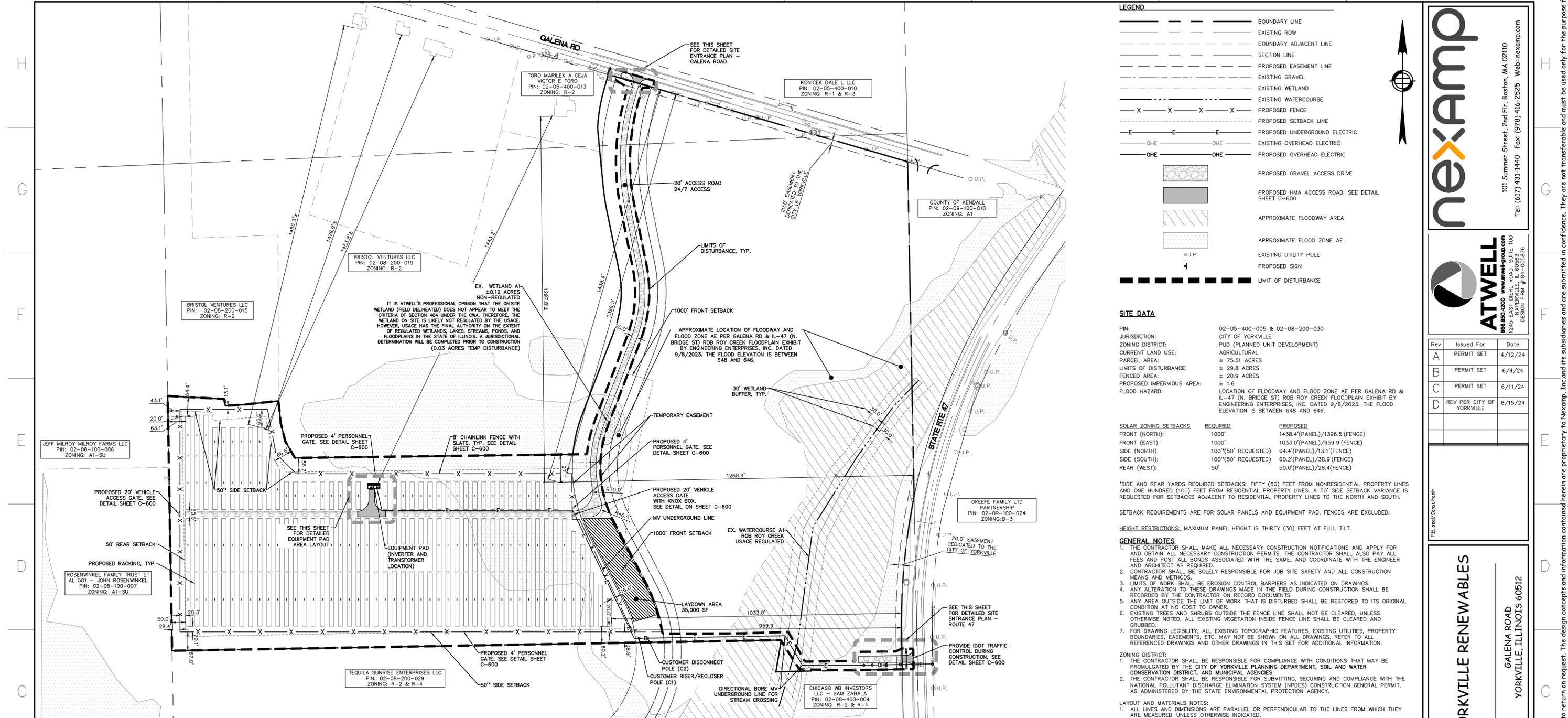
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **C-201** Size: D Sheet Rev: **D**



**STORMWATER SUMMARY**  
 DISTURBED AREA: 29.8± ACRES  
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES  
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS  
 ON FOR EXISTING SITE: 87  
 PROPOSED COVER: BRUSH-WEED-GRASS  
 ON FOR PROPOSED SITE: 57

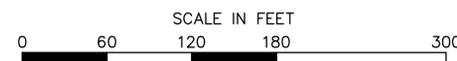
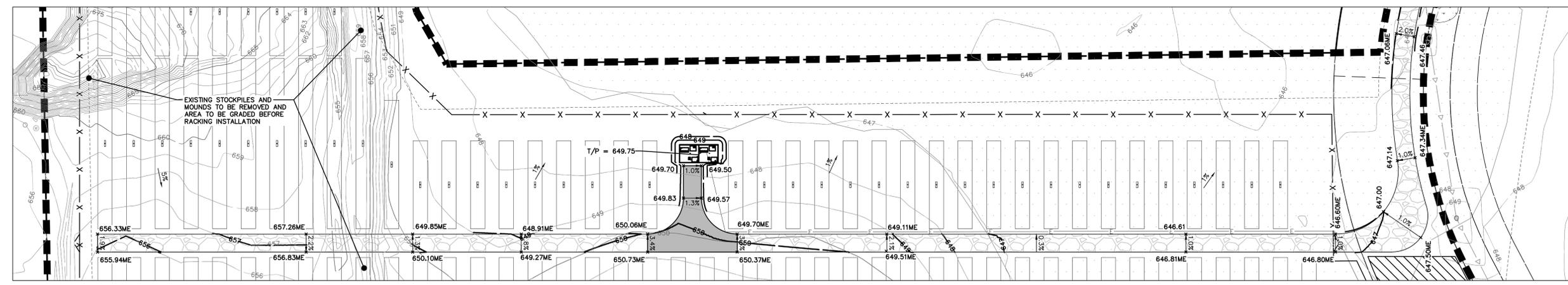
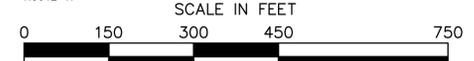
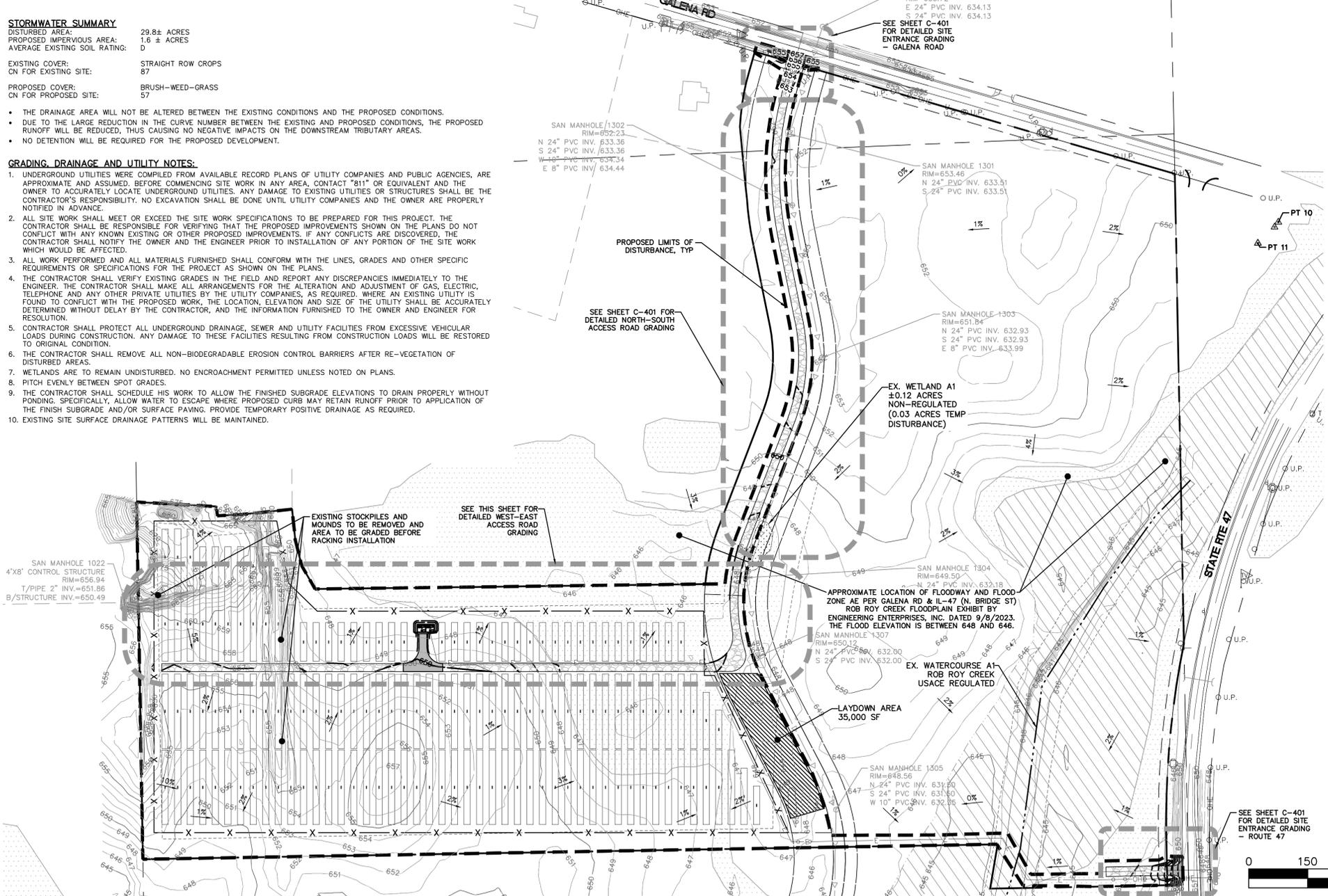
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

**GRADING, DRAINAGE AND UTILITY NOTES:**

1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE HIS WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED GMA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



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 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**DETAILED WEST-EAST ACCESS ROAD GRADING**  
 SCALE 1" = 60'

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 Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com



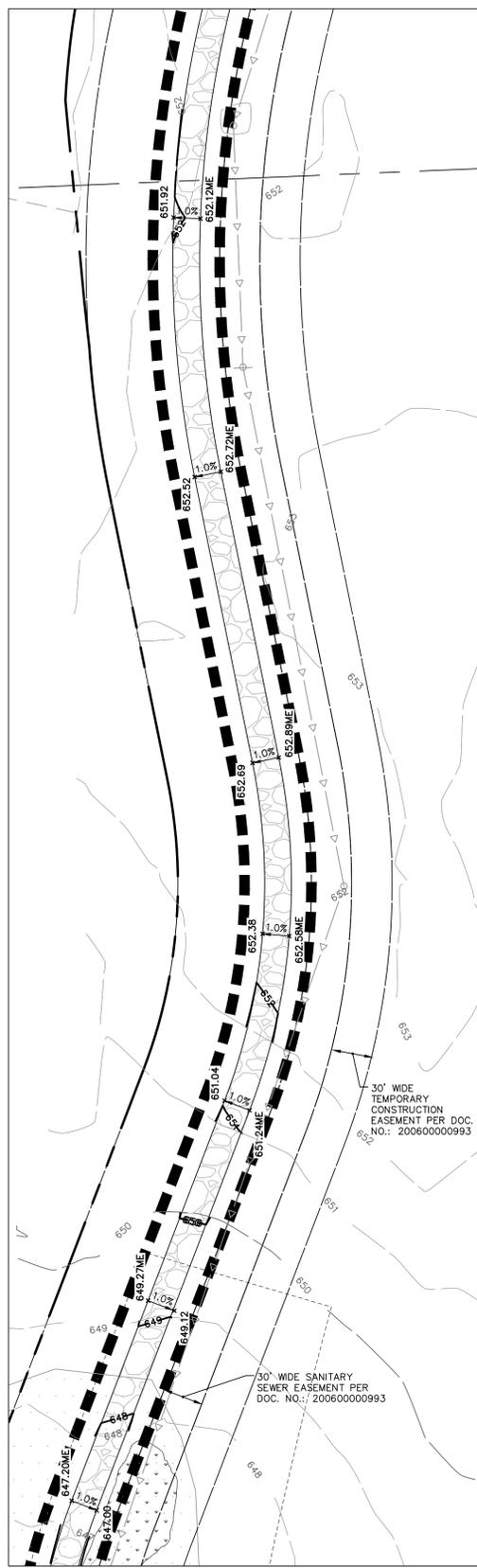
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C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

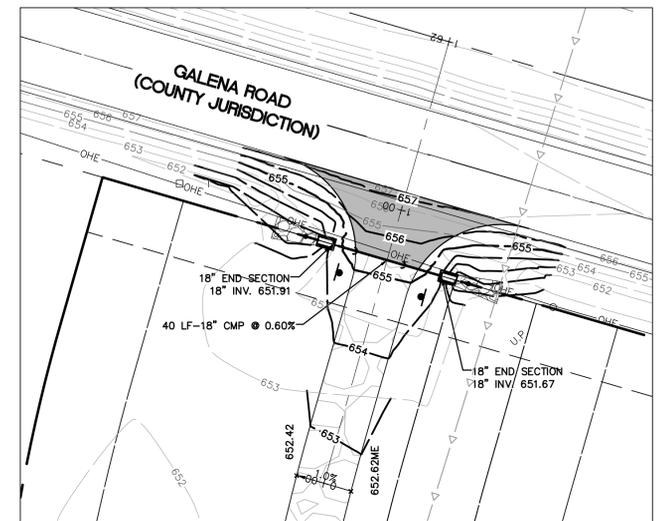
**YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**GRADING AND STORMWATER PLAN**  
**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawing Title: Drawn by: LEH

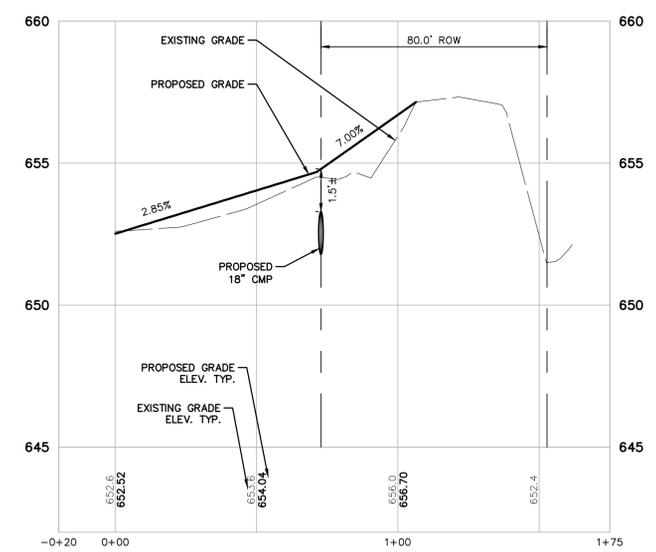
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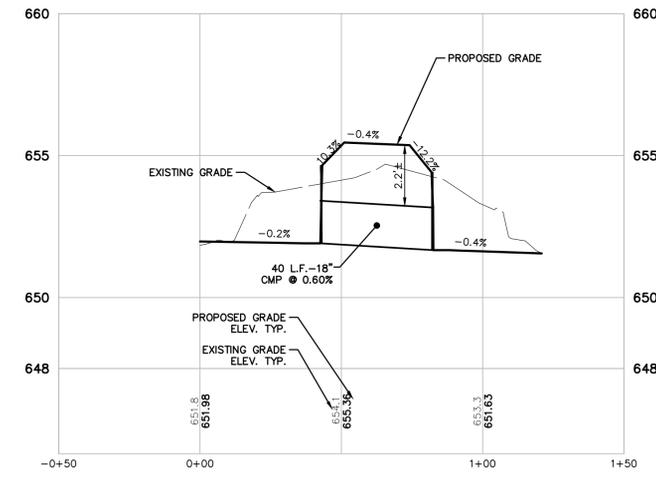
DETAILED ACCESS ROAD GRADING SCALE 1" = 60'



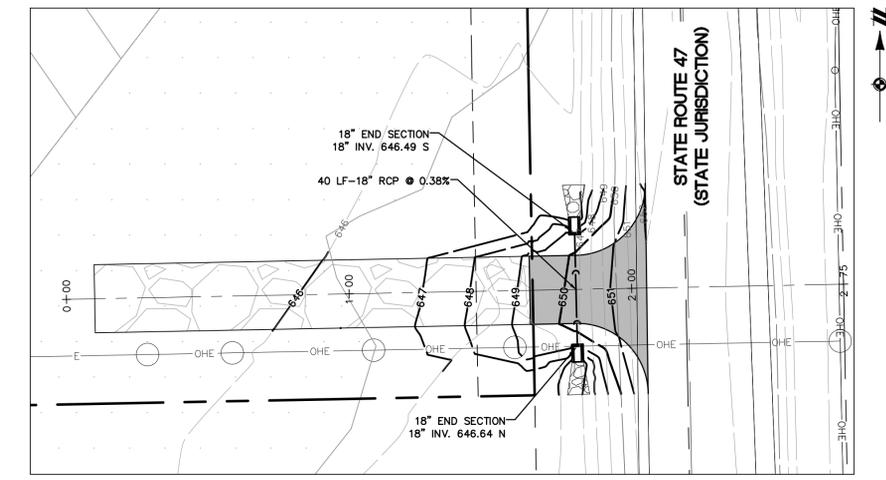
DETAILED SITE ENTRANCE GRADING - GALENA ROAD SCALE 1" = 30'



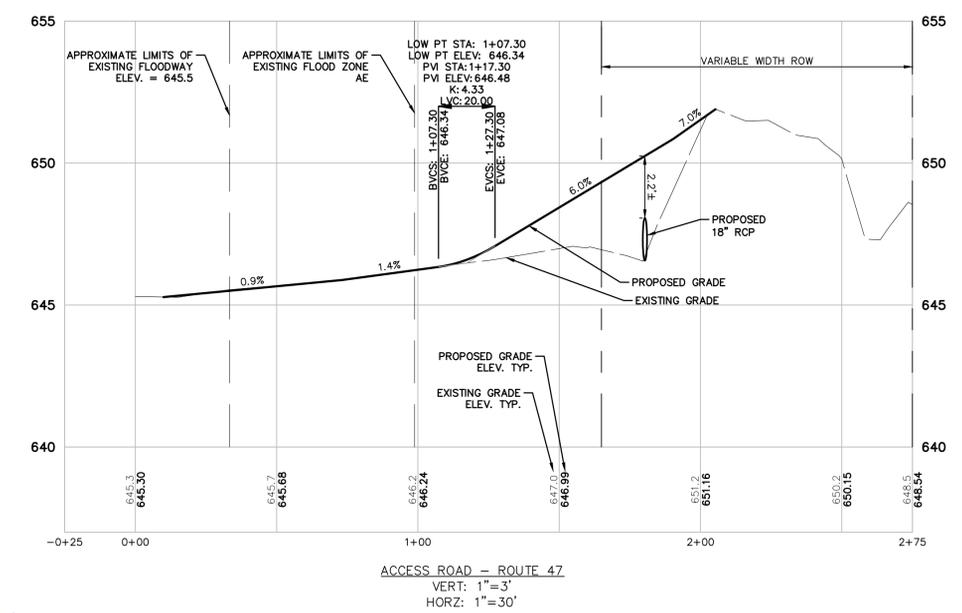
ACCESS ROAD ENTRANCE - GALENA ROAD VERT: 1"=3' HORZ: 1"=30'



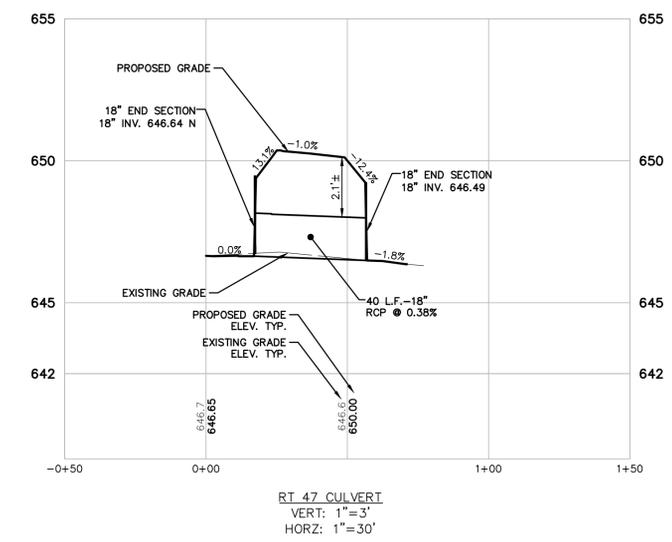
GALENA ROAD CULVERT VERT: 1"=3' HORZ: 1"=30'



DETAILED SITE ENTRANCE GRADING - ROUTE 47 SCALE 1" = 30'



ACCESS ROAD - ROUTE 47 VERT: 1"=3' HORZ: 1"=30'



RT 47 CULVERT VERT: 1"=3' HORZ: 1"=30'

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NOTICE:  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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DESIGN: FRM # 84-003976

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P.E. seal/Consultant:

**YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**GRADING PLAN - ACCESS ROAD**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-401** Size: D Sheet Rev: **D**

**PLANT CALCULATIONS**

**ORDNANCE COMPLIANCE MATRIX**

Acres: 29.8  
 Street Frontage (Galena Rd): 1111.45 feet  
 Street Frontage (IL Route 47): 614.60 feet  
 East Fence Line Transition zone: 600 feet (+/-)  
 North and South Property Line Transition zone: 3275 feet (+/-)  
 USDA Zone: 5 (20 degrees to 10 degrees)

**Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)**

**Section 8-1.2.3. GENERAL STANDARDS**

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

**Ch. 5 DEVELOPMENT STANDARDS (PER NEW UDC)**

**Section 10-5.3 Landscape requirement**

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

\*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

**PLANT SCHEDULE**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
<b>SHADE TREES</b>						
AC	13	Acer spicatum 'Majestic'	Majorc Sugar Maple	2.5" Cal.	60' Ht.	20%
GK	13	Ginkgo biloba, spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
TA	13	Tilia americana	American Linden	2.5" Cal.	40-50' Ht.	20%
CO	14	Celtis occidentalis	Hickory	2.5" Cal.	30-50' Ht.	23%
QM	13	Quercus macrocarpa	Bur Oak	2.5" Cal.	120' Ht.	20%
<b>Total</b>	<b>66</b>					
<b>UNDERSTORY TREES</b>						
AG	6	Amelanchier grandiflora	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
CB	6	Carpinus betulus	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
CC	6	Cercis canadensis	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
HW	6	Hamelalis virginiana	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
SI	6	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
<b>Total</b>	<b>30</b>					
<b>EVERGREEN TREES</b>						
PA	4	Phoebe axillaris 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
PO	4	Phoebe amurensis 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
JS	3	Juniperus scopulorum 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
PF	3	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
<b>Total</b>	<b>14</b>					
<b>SHRUBS</b>						
CS	99	Cornus sericea	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
EA	107	Eutonymus alatus	Winged Eutonymus	2" Ht.	6-12' Ht.	21%
IB	106	Ilex decidua	Winged Eutonymus	2" Ht.	7-10' Ht.	21%
SN	99	Sambucus nigra canadensis	Common Elderberry	2" Ht.	6-12' Ht.	19%
CA	97	Corylus americana	American Hazelnut	2" Ht.	10' Ht.	19%
<b>Total</b>	<b>508</b>					

**LEGEND**

- BOUNDARY LINE
- - - EXISTING ROW
- - - BOUNDARY ADJACENT LINE
- - - SECTION LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING GRAVEL
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- - - EXISTING SANITARY SEWER
- - - PROPOSED STORM SEWER
- - - PROPOSED UNDERGROUND ELECTRIC
- - - EXISTING OVERHEAD ELECTRIC
- - - PROPOSED OVERHEAD ELECTRIC
- - - EXISTING WETLAND
- - - EXISTING WATERCOURSE
- - - PROPOSED FENCE

- [Pattern] PROPOSED GRAVEL ACCESS DRIVE
- [Pattern] PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- [Pattern] PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
- [Pattern] PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
- [Pattern] APPROXIMATE FLOODWAY AREA
- [Pattern] APPROXIMATE FLOOD ZONE AE
- o.u.p. EXISTING UTILITY POLE
- o EXISTING SHRUB
- o EXISTING PROPOSED SHADE TREE
- o EXISTING PROPOSED UNDERTORY TREE
- o EXISTING PROPOSED EVERGREEN TREE

**PLANTING NOTES:**

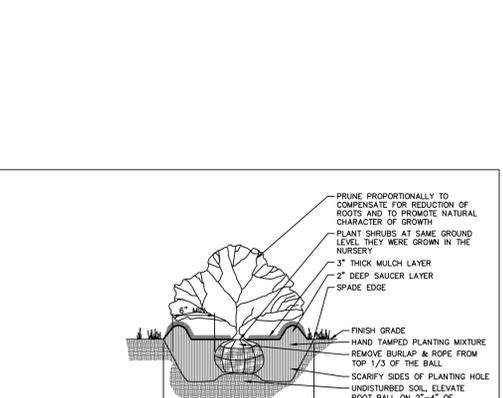
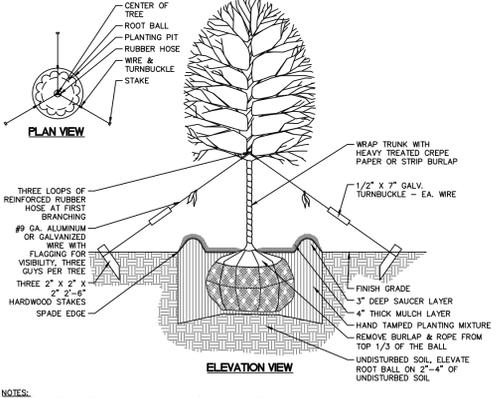
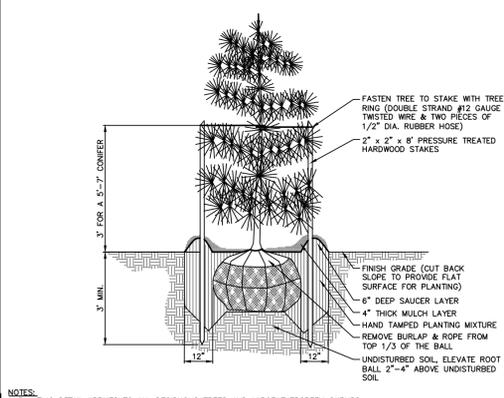
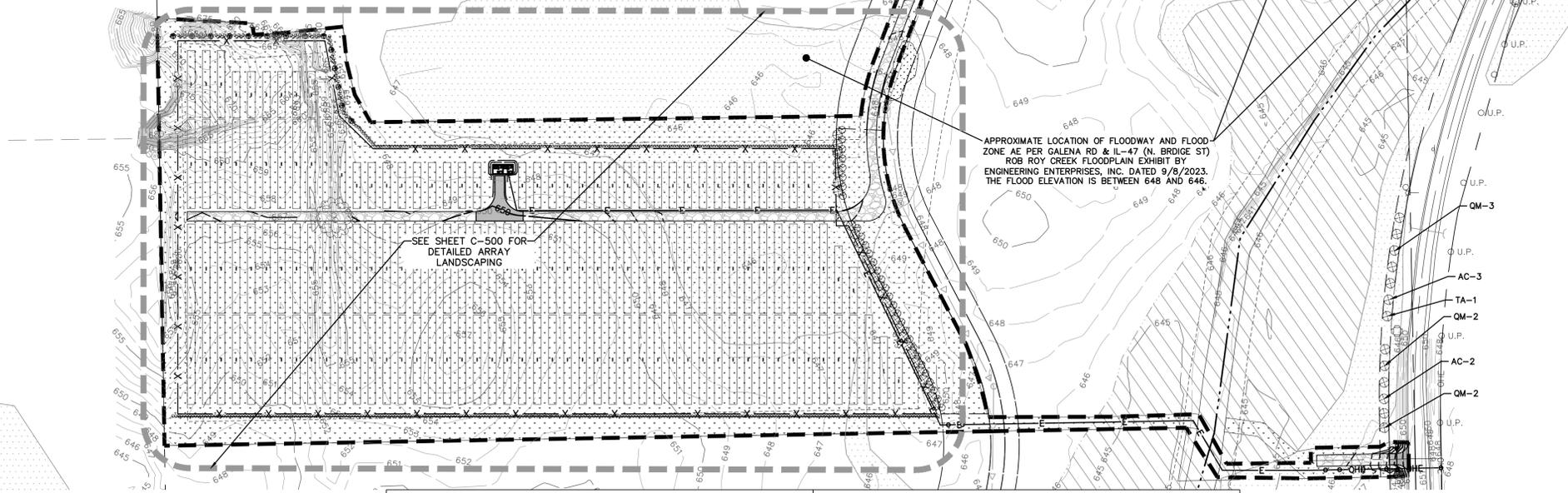
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDS AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



**Yorkville Solar Proposed Array Mix**  
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m <sup>2</sup>	Total
<b>Grasses</b>				
Sideoats Grama	Bouteloua curtipendula	19.83%	5.0	2.28 PLS/lb
Prairie Blume	Bromus kalmii	0.67%	0.3	0.10 PLS/lb
Prairie Owl Sedge	Carex brevior	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	Carex bicknellii	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	Carex molleata	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	Carex vaginosa	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	Elymus villosus	6.52%	1.5	0.75 PLS/lb
Little Bluestem	Schizachyrium scoparium	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	Sporobolus heterolepis	0.43%	0.3	0.05 PLS/lb
<b>Forbs</b>				
Common Yarrow	Achillea millefolium	0.48%	3.6	0.08 PLS/lb
Hooding Onion	Allium canadense	0.26%	0.1	0.03 PLS/lb
Lead Plant	Amorpha canadensis	1.44%	1.0	0.17 PLS/lb
Canada Anemone	Anemone canadensis	0.05%	0.0	0.01 PLS/lb
Wild Columbine	Aquilegia canadensis	0.05%	0.1	0.01 PLS/lb
Common Milkweed	Asclepias syriaca	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	Asclepias tuberosa	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	Astragalus canadensis	1.18%	0.8	0.14 PLS/lb
Calico Aster	Symphoricarpos lateriflorum	0.05%	0.5	0.01 PLS/lb
Partridge Pea	Chamaecrista fasciculata	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	Dalea candida	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	Dalea purpurea	6.55%	5.0	0.75 PLS/lb
Clean Garden	Gentiana florida	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	Liatris pycnostachya	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	Pyroanthemum virginianum	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	Rosa arkansana	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	Rudbeckia hirta	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	Solidago nemoralis	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	Solidago ohioensis	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	Symphoricarpos	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	Tridactenia orientalis	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	Thalictrum flavum	1.66%	1.8	0.18 PLS/lb
Garden Alexanders	Zizia aurea	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.  
Northern L. poorly drained B.



**NOTES:**

- PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
- SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
- CONTRACTOR SHALL PRUNE PER TREE PRUNING DETAIL AS NEEDED.
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
- REMOVE TREE RINGS, TREE WRAP AND GUYS/STAKES ONE YEAR AFTER INSTALLATION.
- WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.
- TREE SHALL BE PLACED IN SAME ORIENTATION AS IT WAS GROWN AT THE NURSERY.
- PLANTING MIXTURE SHALL INCLUDE:
  - 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
  - 4 PARTS NATIVE SOIL
  - 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE

**NOTES:**

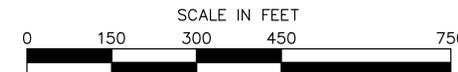
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**NOTES:**

- PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISH GRADE.
- IF ROOTBALL IS WRAPPED IN NON-Biodegradable BURGLAP, REMOVE ENTIRE WRAP AFTER PLACED IN PIT.
- PLANTING MIXTURE SHALL INCLUDE:
  - 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**LANDSCAPE PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
 Drawing Title: Dwg No: Size: D Sheet Rev: D

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CAD FILE: 22001757C-500-LS.DWG

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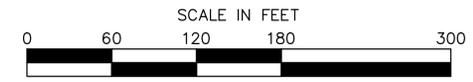


DETAILED ARRAY LANDSCAPING  
SCALE 1" = 60'

**811**  
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Rev	Issued For	Date
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D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

Project: **YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

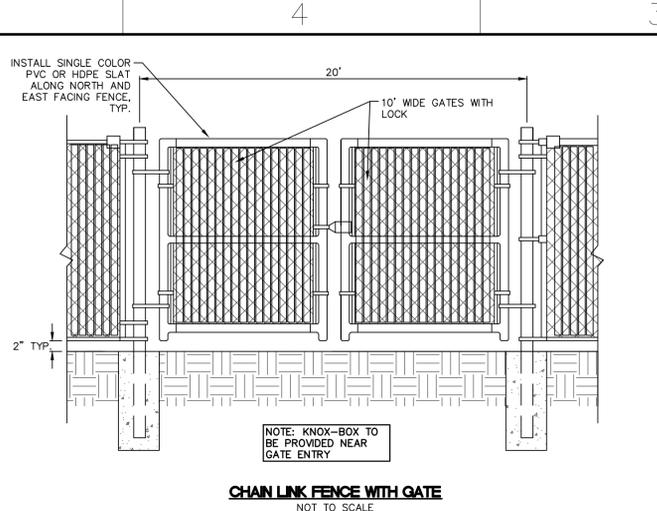
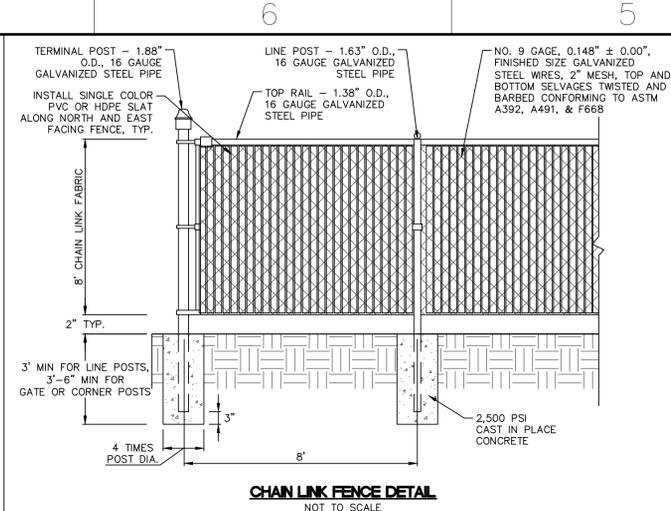
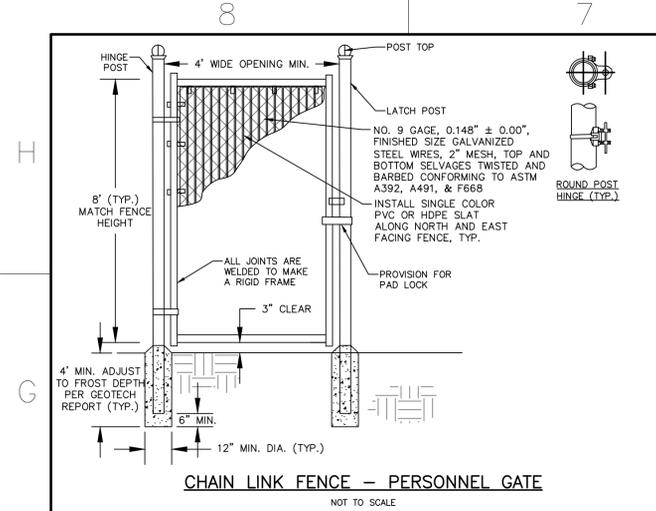
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**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **C-501** Size: D Sheet Rev: **D**

8 7 6 5 4 3 2 1

A B C D E F G H

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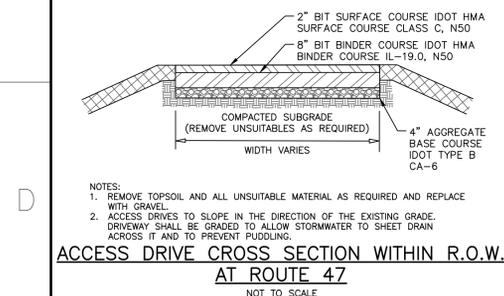
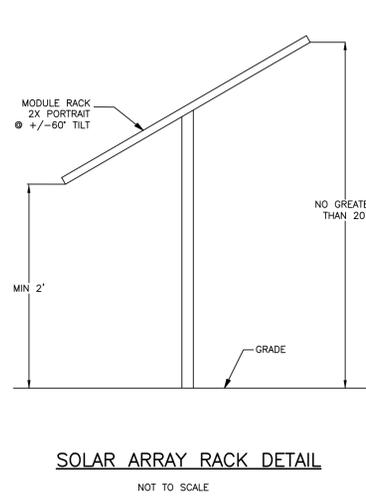
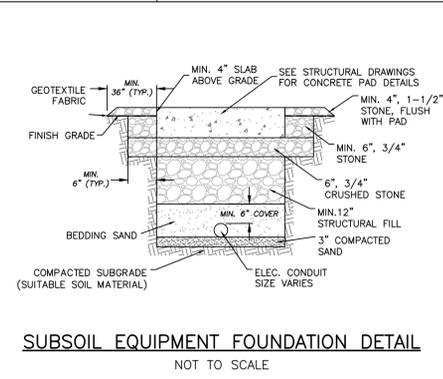
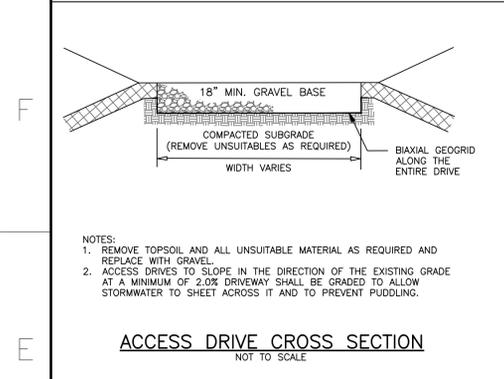
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857-239-0057

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TBD, Galena Road  
Yorkville, IL 60512

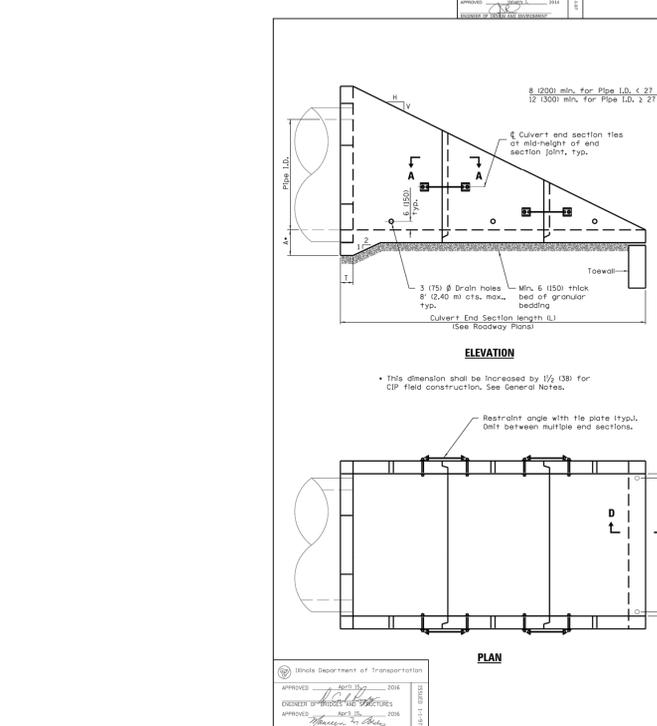
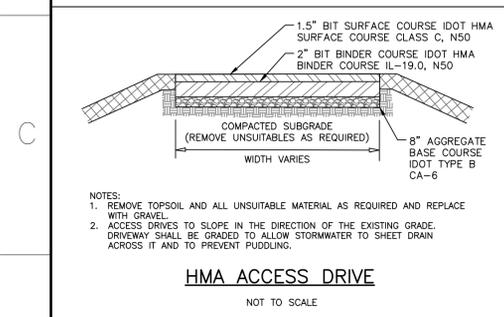
NOTES:  
1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.  
2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

**EMERGENCY CONTACT SIGN**  
NOT TO SCALE

**"DANGER" WARNING SIGN**  
NOT TO SCALE



Engine (ft/min)	Engine (ft/min)
40 mph (170 km/h)	L=50'
45 mph (180 km/h)	L=55'
50 mph (210 km/h)	L=60'
55 mph (230 km/h)	L=65'
60 mph (260 km/h)	L=70'
65 mph (280 km/h)	L=75'
70 mph (310 km/h)	L=80'
75 mph (340 km/h)	L=85'
80 mph (370 km/h)	L=90'
85 mph (400 km/h)	L=95'
90 mph (430 km/h)	L=100'
95 mph (460 km/h)	L=105'
100 mph (490 km/h)	L=110'



DATE	REVISIONS
4-15-16	Added general note for multiple end sections.
4-1-16	Added note to omit restraints on end and tie bolts for suit. and sections.

PIPE I.D.	A	R	S	T	L2	L3	L4	L6
15	14	29	28	8	5'-0"	1'-11"	3'-0"	15'-0"
18	15	33	32	8	5'-0"	1'-11"	3'-0"	15'-0"
24	15	39	38	8	5'-0"	1'-11"	3'-0"	15'-0"
30	15	45	44	8	5'-0"	1'-11"	3'-0"	15'-0"
36	16	51	50	8	5'-0"	1'-11"	3'-0"	15'-0"
42	17	57	56	8	5'-0"	1'-11"	3'-0"	15'-0"
48	17	63	62	8	5'-0"	1'-11"	3'-0"	15'-0"
54	18	69	68	8	5'-0"	1'-11"	3'-0"	15'-0"
60	18	75	74	8	5'-0"	1'-11"	3'-0"	15'-0"
66	19	81	80	8	5'-0"	1'-11"	3'-0"	15'-0"
72	19	87	86	8	5'-0"	1'-11"	3'-0"	15'-0"
78	20	93	92	8	5'-0"	1'-11"	3'-0"	15'-0"
84	20	99	98	8	5'-0"	1'-11"	3'-0"	15'-0"

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C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

**YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**STANDARD DETAILS**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawing Title: Project: Yorkville Renewables

Dwg No: Size: D Sheet Rev: **D**

CAD FILE: 22001767C-600-01.DWG

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**AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) AND ILLINOIS DEPARTMENT OF AGRICULTURE (IDOA) CONSTRUCTION NOTES**

- GUY WIRES AND ANCHORS
  - BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, ON CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM INSTEAD ALONG EXISTING UTILITY LINES AND ON LAND OTHER THAN CROPLAND, WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND.
- UNDERGROUND CABLING DEPT
  - UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE FENCE OF THE SOLAR PANELS SHALL BE BURIED WITH:
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND OR OTHER NON-CROPLAND CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
- TOPSOIL REMOVAL AND REPLACEMENT
  - ANY EXCAVATION SHALL BE PERFORMED IN A MANNER TO PRESERVE TOPSOIL. BEST EFFORTS SHALL BE MADE TO STORE THE TOPSOIL NEAR THE EXCAVATION SITE IN SUCH A MANNER THAT IT SHALL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
  - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
  - WHEN BACKFILLING AN EXCAVATION SITE, BEST EFFORTS SHALL BE USED TO ENSURE THE STOCKPILED SUBSOIL MATERIAL WILL BE PLACED BACK INTO THE EXCAVATION SITES BEFORE REPLACING THE TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
  - BEST EFFORTS SHALL BE PERFORMED TO PLACE THE TOPSOIL IN A MANNER SO THAT AFTER SETTLING OCCURS, THE TOPSOIL'S ORIGINAL DEPTH AND CONTOUR WILL BE RESTORED AS CLOSE AS REASONABLY PRACTICABLE. THE SAME SHALL APPLY WHERE EXCAVATIONS ARE MADE FOR ROAD, STREAM, DRAINAGE TRENCH, OR OTHER CROSSINGS IN NO INSTANCE SHALL THE TOPSOIL MATERIALS BE USED FOR ANY OTHER PURPOSE UNLESS AGREED TO EXPLICITLY AND IN WRITING BY THE LANDOWNER.
  - BASED ON THE MUTUAL AGREEMENT OF THE LANDOWNER AND FACILITY OWNER, EXCESS SOIL MATERIAL RESULTING FROM SOLAR FACILITY EXCAVATION SHALL EITHER BE REMOVED OR STORED ON THE LANDOWNER'S PROPERTY AND RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- REROUTING AND PERMANENT REPAIR OF AGRICULTURAL DRAINAGE TILES
  - THE FOLLOWING STANDARDS AND POLICIES SHALL APPLY TO UNDERGROUND DRAINAGE TILE LINE(S) DIRECTLY OR INDIRECTLY AFFECTED BY CONSTRUCTION:
    - PRIOR TO CONSTRUCTION, THE CONTRACTOR AND OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERLYING AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
    - THE LOCATION OF ALL DRAINAGE TILE LINES LOCATED ADJACENT TO OR WITHIN THE FOOTPRINT OF THE FACILITY SHALL BE RECORDED USING GLOBAL POSITIONING SYSTEMS (GPS) TECHNOLOGY. WITHIN 60 DAYS AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL PROVIDE THE OWNER, LANDOWNER, THE IDOA, AND THE RESPECTIVE COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD) WITH "AS BUILT" DRAWINGS (STRIP MAPS) SHOWING THE LOCATION OF ALL DRAINAGE TILE LINES BY SURVEY STATION ENCOUNTERED IN THE CONSTRUCTION OF THE FACILITY, INCLUDING ANY TILE LINE REPAIR LOCATION(S), AND ANY UNDERGROUND CABLE INSTALLED AS PART OF THE FACILITY.
    - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE
      - IF DRAINAGE TILE LINES ARE DAMAGED BY THE FACILITY, THE CONTRACTOR SHALL REPAIR THE LINES OR INSTALL NEW DRAINAGE TILE LINE(S) OF COMPARABLE QUALITY AND COST TO THE ORIGINAL(S), AND OF SUFFICIENT SIZE AND APPROPRIATE SLOPE IN LOCATIONS THAT LIMIT DIRECT IMPACT FROM THE FACILITY. IF THE DAMAGED TILE LINES CAUSE AN UNREASONABLE DISRUPTION TO THE DRAINAGE SYSTEM, AS DETERMINED BY THE LANDOWNER, THEN SUCH REPAIRS SHALL BE MADE PROMPTLY TO ENSURE APPROPRIATE DRAINAGE. ANY NEW LINE(S) MAY BE LOCATED OUTSIDE OF, BUT ADJACENT TO THE PERIMETER OF THE FACILITY. DISRUPTED ADJACENT DRAINAGE TILE LINES SHALL BE ATTACHED THERETO TO PROVIDE AN ADEQUATE OUTLET FOR THE DISTURBED ADJACENT TILE LINES.
  - ROCK REMOVAL
    - WITH ANY EXCAVATIONS, THE FOLLOWING ROCK REMOVAL PROCEDURES PERTAIN ONLY TO ROCKS FOUND IN THE UPPERMOST 42 INCHES OF SOIL, THE COMMON FREEZE ZONE IN ILLINOIS, WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - BEFORE REPLACING ANY TOPSOIL, BEST EFFORTS SHALL BE TAKEN TO REMOVE ALL ROCKS GREATER THAN 3 INCHES IN ANY DIMENSION FROM THE SURFACE OF EXPOSED SUBSOIL WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - IF TRENCHING, BLASTING, OR BORING OPERATIONS ARE REQUIRED THROUGH ROCKY TERRAIN, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE THE POTENTIAL FOR OVERSIZED ROCKS TO BECOME INTERSPERSED IN ADJACENT SOIL MATERIAL.
    - ROCKS AND SOIL CONTAINING ROCKS REMOVED FROM THE SUBSOIL AREAS, TOPSOIL, OR FROM ANY EXCAVATIONS, SHALL BE REMOVED FROM THE LANDOWNER'S PREMISES OR DISPOSED OF ON THE LANDOWNER'S PREMISES AT A LOCATION THAT IS ACCEPTABLE TO THE LANDOWNER AND THE OWNER.
  - REPAIR OF COMPACTION AND RUTTING
    - AFTER THE TOPSOIL HAS BEEN REPLACED, ALL AREAS THAT ARE NOT DIRECTLY UNDER PHOTOVOLTAIC PANELS THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION EQUIPMENT SHALL BE RIPPED AT LEAST 18 INCHES DEEP, AND ALL PASTURE AND WOODED AREAS SHALL BE RIPPED AT LEAST 12 INCHES DEEP TO THE EXTENT PRACTICABLE. THE EXISTENCE OF TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS DEPTH, THE DISTURBED AREA SHALL THEN BE DISKED.
    - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON LAND ADJACENT TO THE FACILITY.
    - THE CONTRACTOR SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION.
  - CONSTRUCTION DURING WET WEATHER
    - EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND WHERE NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WET WEATHER CONDITIONS ARE TO BE DETERMINED ON A FIELD BY FIELD BASIS AND NOT FOR THE PROJECT AS A WHOLE.
    - CONSTRUCTION ACTIVITIES ON PREPARED SURFACES WHERE TOPSOIL AND SUBSOIL HAVE BEEN REMOVED, HEAVILY COMPACTED IN PREPARATION, OR OTHERWISE STABILIZED (E.G. THROUGH CEMENT MIXING) MAY OCCUR AT THE DISCRETION OF THE CONTRACTOR IN WET WEATHER CONDITIONS.
    - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES SHALL BE DONE ONLY WHEN WORK SHALL NOT RESULT IN RUTTING CREATING A MIXING OF SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING SHALL BE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT.
  - WEED/VEGETATION CONTROL
    - THE CONTRACTOR SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. SPRAYING SHALL BE DONE BY A PESTICIDE APPLICATOR THAT IS APPROPRIATELY LICENSED FOR DOING SUCH WORK IN THE STATE OF ILLINOIS.

**DECOMPACTION NOTES**

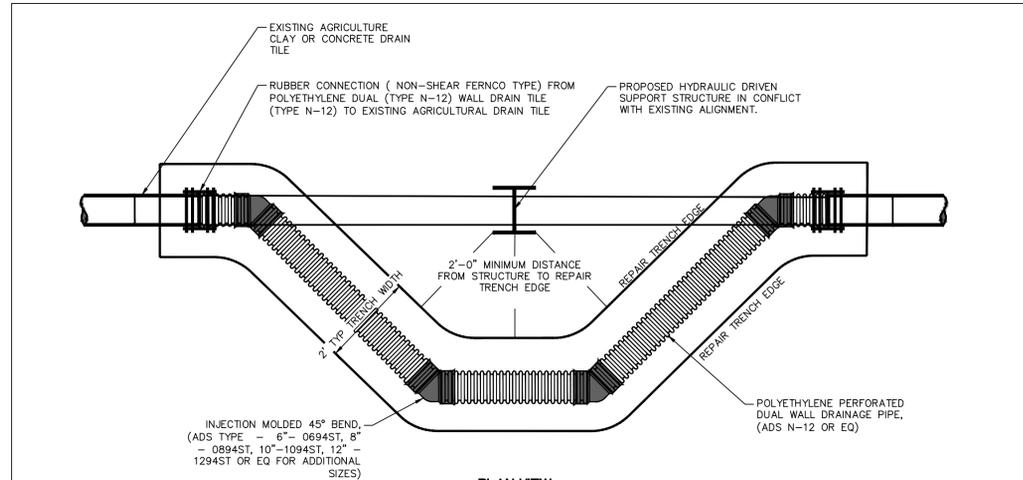
- DECOMPACTION IS REQUIRED WHEN ALL THREE CONDITIONS APPLY.
  - THE AREA HAS BEEN TRAFFICKED OR TRAVERSED BY VEHICLES OR CONSTRUCTION EQUIPMENT, AND THE SOIL HAS BEEN COMPACTED.
  - THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
  - THE SOIL STRENGTH (PSI) IN THE RIGHT-OF-WAY AREA IS GREATER THAN THAT OF THE NON-TRAFFICKED AREA.
- AN ENVIRONMENTAL AND/OR AGRICULTURAL INSPECTOR (AI), WITH EXPERIENCE AND TRAINING IN THE PROPER IDENTIFICATION OF COMPACTED SOIL AND OPERATION METHODS OF DEEP DECOMPACTION TOOLS IS REQUIRED TO OBSERVE THE DAILY OPERATION OF THE RIPPER/SUBSOILER TO ENSURE THE CONDITIONS ARE APPROPRIATE FOR DECOMPACTION EFFORTS AND THAT THE PROPER EQUIPMENT IS UTILIZED AND THAT EQUIPMENT IS SET-UP AND OPERATED CORRECTLY.
- TO ACHIEVE THE MOST EFFECTIVE SHATTER OF THE COMPACTED SOIL THE FOLLOWING GUIDELINES HAVE BEEN ESTABLISHED:
  - CONDUCT RIPPING WHEN THE SOIL IS DRY, FOLLOW THE SOIL PLASTICITY TEST PROCEDURES TO DETERMINE IF SOIL CONDITIONS ARE ADEQUATELY DRY TO CONDUCT DECOMPACTION EFFORTS.
  - DEEP RIPPING SHALL BE CONDUCTED USING A RIPPER OR SUBSOILING TOOL WITH A SHANK LENGTH OF NO LESS THAN 18 INCHES AND A SHANK SPACING OF APPROXIMATELY THE SAME MEASUREMENT AS THE SHANK LENGTH.
  - USE A RIPPER WITH A KNIFE LENGTH OF NO LESS THAN 2 INCHES MORE THAN THE DESIRED DEPTH OF DECOMPACTION.
  - TO BEST PROMOTE REVEGETATION AND RESTORE CROP PRODUCTION, A TOTAL DEPTH OF 30 OR MORE INCHES OF SOIL (TOPSOIL PLUS SUBSOIL) IS REQUIRED.
  - THE MINIMUM DEPTHS OF DECOMPACTION STATED ABOVE IN 3.D. ARE REQUIRED WHERE POSSIBLE, A SAFE DISTANCE FROM SUB-SURFACE STRUCTURES (TILE DRAINS, PIPELINES, BURIED UTILITIES, BEDROCK, ETC.) MUST BE MAINTAINED AT ALL TIMES. WHERE SUCH STRUCTURES EXIST, A LESSER DEPTH OF DECOMPACTION WILL BE REQUIRED TO PREVENT DAMAGE TO EQUIPMENT AND THE STRUCTURES AS WELL AS TO MAINTAIN A SAFE WORK ENVIRONMENT. THE ALLOWABLE DECOMPACTION DEPTH IN THESE INSTANCES WILL BE DETERMINED ON A SITE BY SITE BASIS.
  - WHEN THE KNIVES ARE IN THE SOIL TO THE DESIRED DEPTH, THE TONGUE OF THE RIPPER SHOULD BE PARALLEL TO THE SURFACE OF THE GROUND.
  - SELECT A TRACTOR THAT HAS ENOUGH HORSEPOWER TO PULL THE RIPPER AT A SPEED OF 1.5 TO 2 MPH AND WHOSE FOOTPRINT IS OF EQUAL OR LESSER WIDTH THAN THE RIPPER. TRACKED EQUIPMENT IS PREFERRED AND TYPICALLY REQUIRED TO ACHIEVE THIS CRITERIA.
  - THE RIPPER SHANKS SHOULD NOT CREATE RUTS, CHANNELS, OR MIXING OF THE SUB-SOIL WITH TOPSOIL. A SPEED OF 1.5 TO 2 MPH IS RECOMMENDED TO MINIMIZE THE RISK OF RUTTING AND SOIL MIXING. THE IDEAL OPERATING SPEED CAN VARY WITH SOIL CHARACTERISTICS, TRACTOR AND RIPPING TOOL USED. AN EXCESSIVE TRAVEL SPEED WILL OFTEN INCREASE MIXING OF SOIL HORIZONS.
  - WHEN THE EQUIPMENT IS SET UP AND OPERATED CORRECTLY, THE RIPPER SHOULD CREATE A WAVE ACROSS THE SURFACE OF THE GROUND AS IT LIFTS AND DROPS THE SOIL.
  - MAKE ONE RIPPING PASS THROUGH THE COMPACTED AREA. USING A PENETROMETER, THE AI WILL MEASURE THE PSI BETWEEN THE RIPPED KNIFE TRACKS TO DETERMINE IF THE SINGLE RIPPING PASS WAS SUCCESSFUL. ADDITIONAL PASSES SHOULD ONLY BE USED WHERE NEEDED AS THEY MAY REDUCE THE EFFECTIVENESS OF THE RIPPING BY RECOMPACTION OF THE SOIL SHATTERED IN THE PREVIOUS PASS.
  - IF THE FIRST PASS DOES NOT SUCCESSFULLY DECOMPACT THE SOIL, ADDITIONAL PASSES WILL BE NEEDED. ADDITIONAL PASSES OF THE RIPPER BE NEEDED TO ACHIEVE DECOMPACTION BETWEEN THE KNIFE TRACKS OF THE RIPPING TOOL. THE SUBSEQUENT PASSES SHOULD BE POSITIONED SO THE KNIFE TRACKS FROM THE PREVIOUS PASS ARE SPLIT BY THE SECOND PASS. IF THREE OR MORE PASSES HAVE BEEN MADE AND SUFFICIENT DECOMPACTION HAS NOT YET BEEN ACHIEVED, THE AI MAY CHOOSE TO HALT FURTHER DECOMPACTION EFFORTS IN THAT AREA UNTIL CONDITIONS IMPROVE OR BETTER METHODS ARE DETERMINED.
  - FOLLOWING RIPPING, ALL STONE AND ROCK THREE OR MORE INCHES IN SIZE WHICH HAS BEEN LIFTED TO THE SURFACE SHALL BE COLLECTED AND REMOVED FROM AGRICULTURAL AREAS.
  - AFTER RIPPING HAS BEEN CONDUCTED, DO NOT ALLOW UNNECESSARY TRAFFIC ON THE RIPPED AREA.
  - IN AGRICULTURAL LANDS AND CROPLANDS THAT WILL NOT BE REPLANTED TO VEGETATION AS SHOWN ON THE PLANS, RECOMMEND TO LANDOWNERS TO PLANT A COVER CROP (CEREA RYE, CLOVER, ALFALFA, TILLAGE RADISH, TURNIPS, ETC.) FOLLOWING DECOMPACTION. REDUCED COMPACTION CREATED BY THE RIPPER PASS WILL NOT REMAIN OVER TIME WITHOUT SUBSEQUENT ROOT PENETRATION. ROOT PENETRATION INTO THE SHATTERED SOIL IS NECESSARY TO ESTABLISH PERMANENT STABILIZED CHANNELS TO CONDUCT AIR AND WATER INTO THE SOIL PROFILE. TWO GOOD SOURCES FOR LANDOWNER COVER CROP EDUCATION ARE:
    - HTTP://WWW.MCCS.MSU.EDU/CC/NO/CROPBYCROP.HTML
    - HTTP://WWW.CODEV.ANR.MSU.EDU// FOR LOCAL EXPERTISE, CONSULT WITH YOUR COUNTY'S SOIL AND WATER CONSERVATION DISTRICT, USDA NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OFFICE FOR COVER CROP SELECTION AND COMPLIANCE WITH NRCS PLANTING DEADLINES.

**SOIL PLASTICITY TEST PROCEDURES**

- THE AGRICULTURAL INSPECTOR WILL TEST THE CONSISTENCY OF THE SURFACE SOIL TO A DEPTH OF APPROXIMATELY 4 TO 8 INCHES USING THE FIELD PLASTICITY TEST PROCEDURE DEVELOPED FROM THE ANNUAL BOOK OF ASTM STANDARDS, PLASTIC LIMIT OF SOILS (ASTM D-4318).
- PULL A SOIL PUG FROM THE AREA TO BE TILLED, MOVED, OR TRAFFICKED TO A DEPTH OF 4-8 INCHES.
  - ROLL A PORTION OF THE SAMPLE BETWEEN THE PALMS OF THE HANDS TO FORM A WIRE WITH A DIAMETER ONE-EIGHTH INCH.
  - THE SOIL CONSISTENCY IS:
    - TILLABLE (ABLE TO BE WORKED) IF THE SOIL WIRE BREAKS INTO SEGMENTS NOT EXCEEDING 3/8 OF AN INCH IN LENGTH.
    - PLASTIC (NOT TILLABLE) IF THE SEGMENTS ARE LONGER THAN 3/8 OF AN INCH BEFORE BREAKING.
  - THIS PROCEDURE IS TO BE USED TO AID IN DETERMINING WHEN SOIL CONDITIONS ARE DRY ENOUGH FOR CONSTRUCTION ACTIVITIES TO PROCEED.
  - ONCE THE SOIL CONSISTENCY HAS BEEN DETERMINED TO BE OF ADEQUATE DRYNESS, THE PLASTICITY TEST IS NOT REQUIRED AGAIN UNTIL THE NEXT PRECIPITATION EVENT.

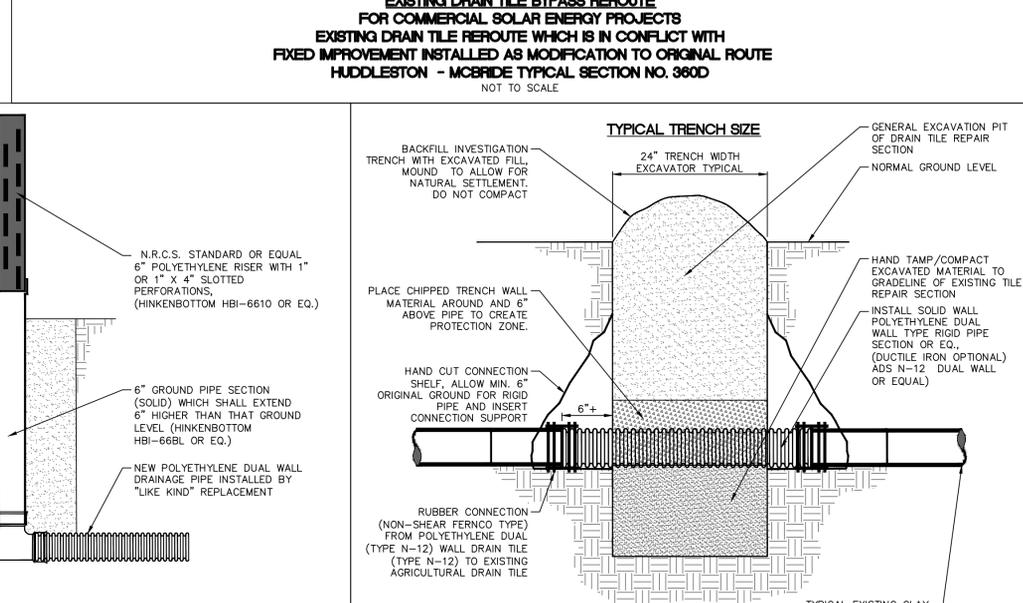
**DEMOLITION NOTES**

- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL WASTE MATERIAL IN A LOCATION AND IN A MANNER APPROVED BY ALL GOVERNING AUTHORITIES IN WRITING, BUT NOT LIMITED TO, STRUCTURES, FOUNDATIONS, CONCRETE, ASPHALT, STEEL, UTILITIES, DRAINAGE STRUCTURES, ETC.
- CONTRACTOR TO DEMOLISH THE SITE SUCH THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED.
- ALL UNSUITABLE MATERIAL THAT WOULD CONFLICT WITH THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM ALL GOVERNING AGENCIES PRIOR TO THE START OF SITE DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL EXISTING UTILITY SERVICES ARE DISCONNECTED OR PROTECTED PRIOR TO THE START OF DEMOLITION OF THE SITE.
- THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES ASSOCIATED WITH UTILITY COORDINATION.
- THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER.



**EXISTING DRAIN TILE BYPASS ROUTE FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
**EXISTING DRAIN TILE REROUTE WHICH IS IN CONFLICT WITH FIXED IMPROVEMENT INSTALLED AS MODIFICATION TO ORIGINAL ROUTE**  
**HULLDESTON - MCBRIDE TYPICAL SECTION NO. 380D**  
 NOT TO SCALE

**SAFETY NOTE:**  
 OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.



**EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
**EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION**  
**TYPICAL REPAIR SECTION FOR DRAIN TILE 'BLOW OUT' OR FAILURE**  
**HULLDESTON DRAINAGE TYPICAL SECTION NO. 02A**  
 NOT TO SCALE

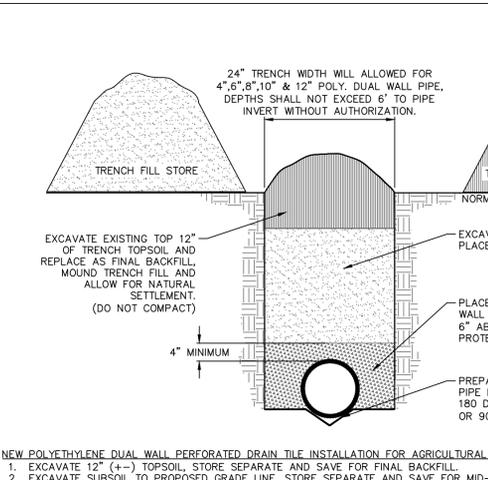
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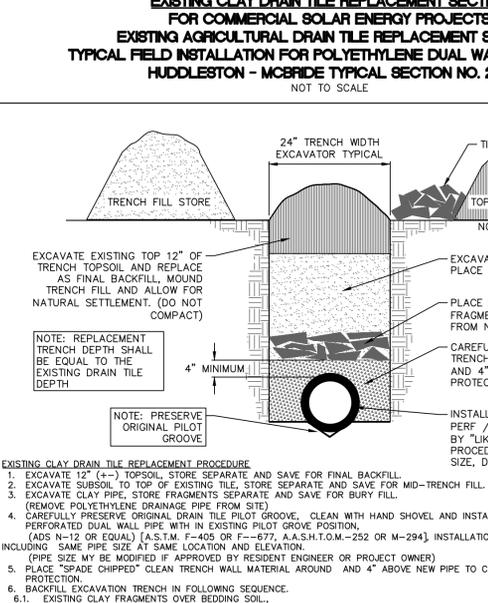
**GENERAL CONSTRUCTION NOTES**

- ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE SITEMARK SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
- EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE MOST RECENT ELECTRICAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SOLAR PANELS.



**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
**EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION**  
**TYPICAL FIELD INSTALLATION FOR POLYETHYLENE DUAL WALL DRAIN TILE**  
**HULLDESTON - MCBRIDE TYPICAL SECTION NO. 20A**  
 NOT TO SCALE

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**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
**EXISTING AGRICULTURAL DRAIN TILE 'LIKE KIND' REPLACEMENT**  
**TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR**  
**HULLDESTON - MCBRIDE TYPICAL SECTION NO. 20A1**  
 NOT TO SCALE

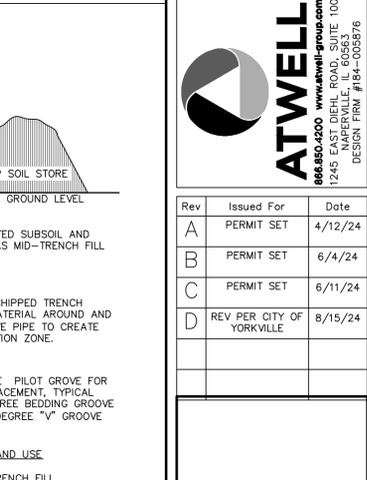
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**EXISTING DRAIN TILE REPAIR SECTION FOR COMMERCIAL SOLAR ENERGY PROJECTS**  
**EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION**  
**TYPICAL REPAIR SECTION FOR DRAIN TILE 'BLOW OUT' OR FAILURE**  
**HULLDESTON DRAINAGE TYPICAL SECTION NO. 02A**  
 NOT TO SCALE

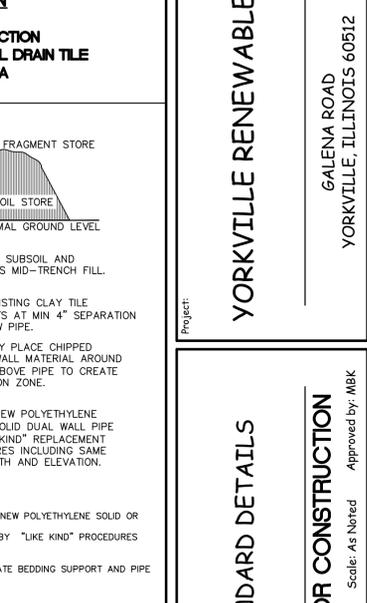
**GRADING NOTES**

- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4H:1V OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH STATE, LOCAL AND COUNTY SPECIFICATIONS, INCLUDING IN ACCORDANCE WITH THE N.P.D.E.S. GENERAL PERMIT, UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- ALL SPOT GRADES ALONG CURB LINE ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED. ALL RIM ELEVATIONS ARE FLOWLINE ELEVATIONS.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.



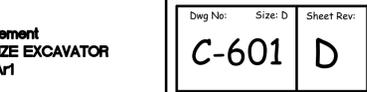
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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

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**811**  
 Know what's below.  
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THIS DRAWING. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND ADDRESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHO MAY BE INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSUMING ANY LIABILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

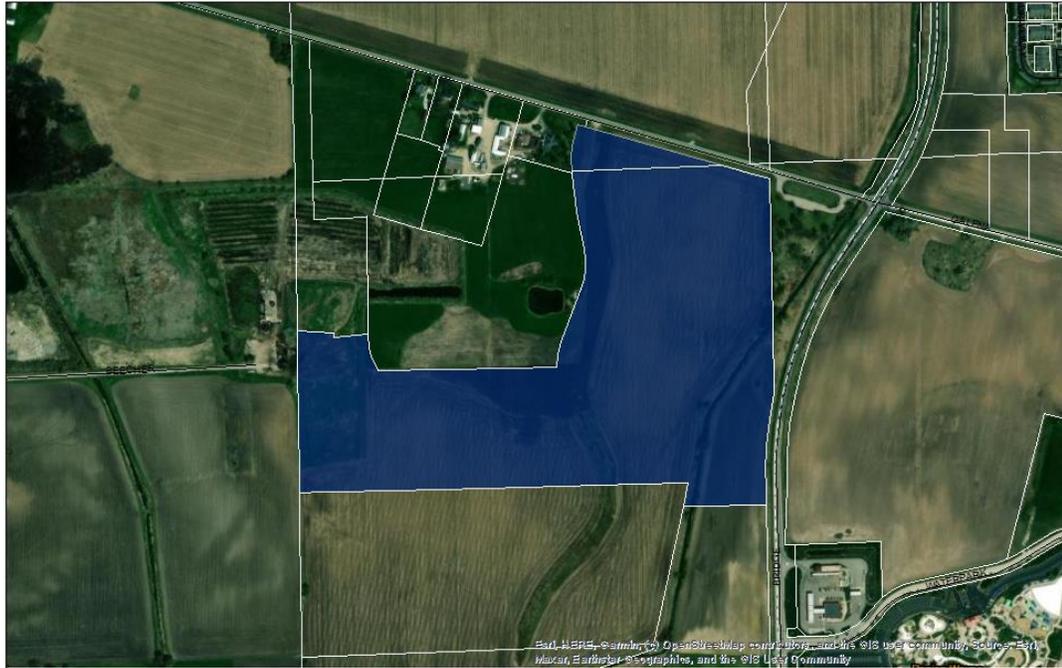
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**C-601**  
 Dwg No: Size: D Sheet Rev: D



**PROPERTY BACKGROUND:**

The parcel is within a formally existing Planned Unit Development (PUD) known as the East Village of Westbury. A Memorandum of Understanding with the successor property owners of the East Village of Westbury development was executed to repeal the land plan and obligations of the PUD on May 28, 2024 (Ordinance 2024-05). The underlying zoning of the property remained R-2 Single-Family Traditional Residence District.



**Yorkville Renewable - Nexamp**

United City of Yorkville, Illinois  
Date: June 21, 2024  
File Location: I:\ARCGIS TEMPLATES\Yorkville Renewables - Nexamp



**REZONING REQUEST:**

As previously stated, the subject parcel is currently zoned R-2, and the petitioner is requesting to rezone the property to A-1 Agricultural District for the purpose of constructing a solar farm.

Per Table 10-3-12(B) Permitted and Special Uses of the City’s Unified Development Ordinance, solar farms are a special use in the A-1 Agricultural District. Therefore, the petitioner is seeking rezoning within the A-1 Agricultural District. This zoning classification would permit the continued farm use on the remainder of the land. Section 10-8-12.B.1 of the Unified Development Ordinance also states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

The subject property consists of two (2) parcels (#02-05-400-005 and #02-08-200-030). The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
South	Former Westbury East Village (R-2)	Agriculture
East	IL Route 47 B-3 General Business District	Transportation Land Use O'Keefe Property/Gas Station/Raging Waves Waterpark
West	A1-Special Use (Unincorporated Kendall County)	Compost Facility/Agriculture

**SPECIAL USE REQUEST:**

Simultaneously with the rezoning request, the applicant is also seeking special use authorization. Section 10-8-5D.1 of the Unified Development Ordinance states specific standards for special use requests which all recommendation bodies will review and will be entered into the public record as part of the public hearing process. The petitioner has provided answers to each of the criteria in the application to these standards. Below is a summary of the various components of the proposed 23-acre solar farm development.

**VARIANCE REQUEST:**

***Location on Site***

Section 10-4-13 Alternative Energy Use Standards in the City’s Unified Development Ordinance provides setback specifics for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required for solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (East)	100 feet	1,000 feet
Interior Side (North)	100 feet	8 feet
Side Yard (South)	50 feet from nonresidential/100 feet from residential	8 feet
Rear (West)	50 feet from nonresidential/100 feet from residential	8 feet

Section 10-8-9C.1 of the Unified Development Ordinance states specific standards for variance requests which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application to these standards.

***Solar Setbacks***

The location of the solar panels meets the front (east) yard setback for the Solar Farm use in the A-1 Agricultural District. However, the solar panels appear to encroach into the required rear and interior side yards to the south, west, and north. As stated in Section 10-4-13B.8.b of the City’s Unified Development Ordinance, the minimum distances required for the rear and interior side yard to the south, west, and north is 50 feet. As previously stated, the petitioner has filed a variance request to maintain 8 feet from the interior and rear yard setbacks.

The original petition, submitted before the adoption of the Unified Development Ordinance, had already undergone a previous Plan Council meeting and, at that time, met the standards of the previous zoning ordinance regarding setbacks. The petitioner is now requesting to retain these original standards.

***Buffer Distances***

Section 10-4-13B.8.c and of the City’s Unified Development Ordinance provides specific buffer information for solar farms, roadway networks, and the Fox River. The location of the proposed solar panels meets the buffer area of one thousand (1,000) feet from the nearest solar array to roadway networks and

exceeds the one thousand (1,000) foot setback from the nearest solar array to the edge of the bank of the Fox River.

### **PROPOSED EQUIPMENT**

The proposed community solar farm will consist of 11,712 arrays. The petitioner has stated in a Response Letter, dated June 24, 2024, the total number of tracker motors is estimated between 10 to 176, depending on the final design of the system. The petitioner has stated the operations phase of the lease is for 20 years with several extensions that could extend the operations phase of the project to over 40 years.

### **ALTERNATIVE ENERGY SYSTEMS REGULATIONS:**

Section 10-4-13: Alternative Energy Use Standards of the City’s Unified Development Ordinance establishes zoning parameters and regulations by which solar and wind systems may be installed in the city, which were used in the review of this request. The following describes how the proposed plan meets the regulations for Solar Farm:

#### ***Minimum Lot Size***

Sections 10-4-13B.1 of the Unified Development Ordinance states no solar farms shall be erected on any lot less than three (3) acres in size. In a Response Letter, June 13, 2024, the petitioner has stated the project intends to develop on approximately 23 acres of overall parcel.

#### ***Maximum Lot Coverage***

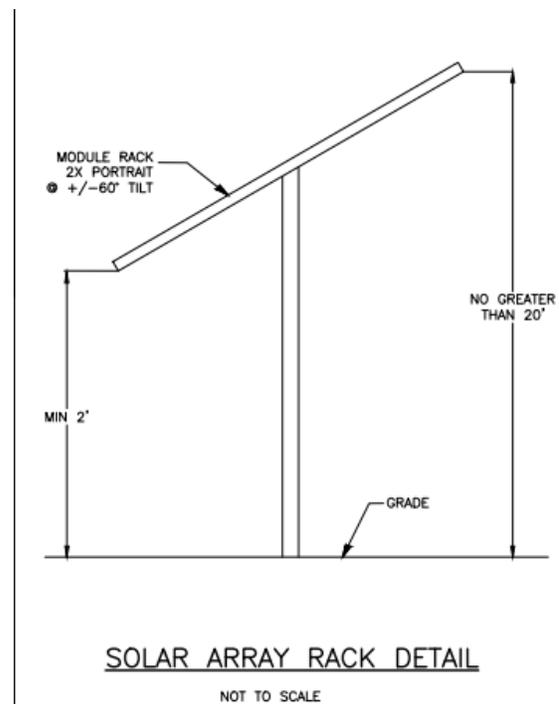
Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty (80) percent of a given parcel in this district. As proposed, the solar farm will occupy approximately 31% (23-acres) of the overall existing 73.5 acres of existing farmland.

#### ***Height/Clearance***

The maximum structure height for solar systems, equipment, and structures shall not exceed thirty feet (30’) in height when ground mounted, per Section 10-4-13B.6 in the Unified Development Ordinance. The petitioner has submitted an updated exhibit (Sheet C-600 D Standard Details) illustrating a maximum solar array height as approximately 20 feet at maximum tilt. Additionally, the petitioner’s exhibit (Sheet C-600 D Standard Details) indicates a minimum solar array clearance of two (2) feet.

#### ***Accessory Use***

Section 10-4-13-A.2 of the City’s Unified Development Ordinance states solar and wind farms shall be an accessory to the principal permitted use of a site. Therefore, the area and scale of the solar farm must be less than the primary agricultural land use. The proposed solar farm will be accessory to the existing agricultural/farming land use, as only portion of the overall land is proposed for the community solar farm use (approx. 23.0 acres of 73.5 acres or ~31%).



#### ***Distance from Residential Properties.***

In addition to meeting the required minimum setbacks, the closest array/module of the proposed solar farm will be ~1,297.8 feet from the nearest residential parcels to the north along Galena Road.

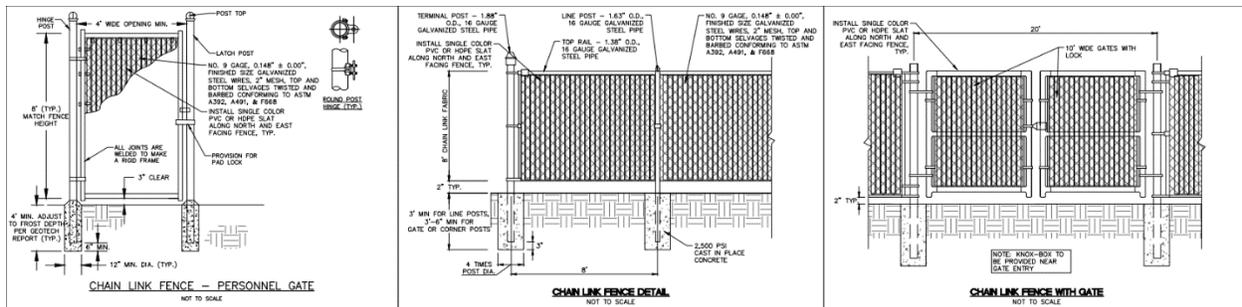
## Glare

Section 10-4-13B.13 of the Unified Development Ordinance states solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day.

The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis. Additionally, the petitioner's exhibit (Rendering, dated June 13, 2024) displays viewshed from angles around the solar farm that illustrate how far away the panels will be from the public-right-of-way (IL Route 47 and Galena Road), as well as from the residential land uses to the north.

## Fencing

The petitioner has proposed an eight (8) foot tall, galvanized chain link fence with slats to surround the ~4,600 linear foot perimeter of the solar farm with a 20-foot-wide vehicle access gate, as illustrated below. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, Fence Regulations for Solar Farms, states that systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Petitioner's exhibit (Sheet C-600 C Standard Details) indicates the Knox-Box location on the fence that has been added to the Gate Detail for the City's Building Department and Bristol Kendall Fire District (BKFD) in the event of an emergency.

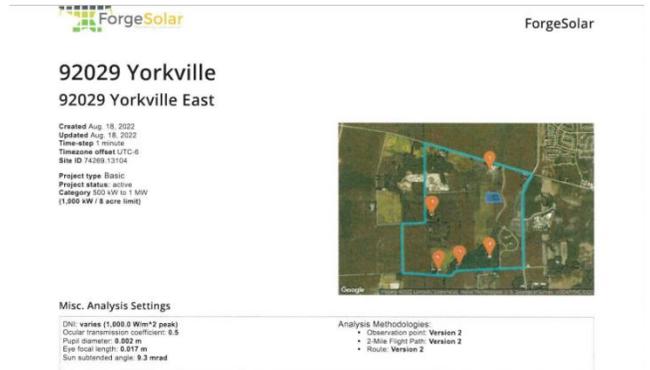


## Noise

Per the petitioner's project summary, the transformer is the greatest source of noise on the property. Per the petitioner's exhibit (Sheet C-300 C Site Plan Layout), the transformer is over 1,443.2 feet to the nearest residence located to the north on Galena Road.

## Signage

Per Section 10-4-13B.9.a(1) and (2) of the City's Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm. Additionally, the signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall be displayed. The petitioner has submitted an updated exhibit (Sheet C-600 D Standard Details) that includes the emergency contact information, the dimensions of the emergency contact sign, and the sign's location on the solar farm's fence.



### Summary of Results

No glare predicted.

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

### ***Utilities and Electric Service Provider***

Per Section 10-4-13B.4 of the Unified Development Ordinance, power and communication lines running in between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground. The routing of the electrical infrastructure required to connect to the ComEd system includes electrical cables installed underground for the entire project with the exception of a series of overhead poles (approx. 6-8) for a wire connection near IL Route 47.

Section 10-4-13-B.4.a of the Unified Development Ordinance states that evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. The petitioner has provided a copy of an Interconnection Agreement, as prepared by ComEd dated 02/24/2022.

### ***Access Road***

The proposed site access is via a new 20-ft. wide gravel driveway proposed off Galena Road (1.380 acres). The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits. Section 10-4-13-B.5 of the City's Unified Development Ordinance states off-street parking provided on site shall be paved. Staff recommends the petitioner have one paved parking pad for off-street parking.

Gravel roads are not permitted for vehicle travel. The petitioner's exhibit (C-401 Grading Plan – Access Road) provides a gravel access road pavement section for review and consideration. The petitioner is proposing an 18-inch gravel compacted subgrade, which is consistent with other approved solar developments. Staff defers to the City Public Works Director and City Engineer before final approval on the road composition.

### ***Landscape Plan***

While landscaping is not required for solar farm uses, the petitioner's landscape plan includes a mix of a few evergreen trees and mostly shrubs along the north and south borders of the area containing the solar panels.

The City's landscaping consultant has reviewed the proposed landscaping plan and concluded that while the mix of plantings does provide some screening, it does not meet the requirements of any transition zone described in the Unified Development Ordinance. Instead, the consultant recommends a modified Type D transition zone consisting of 5 native shade trees and 5 native understory trees per 100 linear feet. Existing native trees may be included toward this requirement if a tree survey documenting their presence and condition is submitted. The consultant also recommends native prairie grass and wildflower seeding in lieu of the 35 shrubs/native grasses per 100 linear feet. Additionally, the consultant has noted the requested transition zone plantings along Eldamain Road and Route 47 are not reflected in the plans.

It is staff's recommendation to utilize a modified Type D transition zone at a minimum of the eastern border facing Route 47. The applicant has stated in a Response Letter dated August 15, 2024, the modified transition zone D has been applied along the eastern fence line. We are supportive of the petitioner's landscape buffer for the north and south due to the UDO regulation not requiring a landscape transition when agricultural land use is adjacent to residential land use. The petitioner has stated in their Response Letter that a maintenance plan will be provided with final construction drawings/permits.

### ***Abandoned Systems***

In the Unified Development Ordinance, Section 10-4-13-A.3 states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, the petitioner has provided an updated decommission plan narrative and

construction estimate of \$1,209,203.99 at year 40 with a 3% annual inflation rate. A performance guarantee in an amount of \$1,741,254 is recommended by the City Engineer.

In addition to the security guarantee, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

### **ENGINEERING COMMENTS:**

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 27, 2024. **Staff recommends** the work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

### **POLICE COMMENTS:**

Per Police Department review of the submitted plans, **staff recommends** the developer clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

### **REZONING STANDARDS**

Section 10-8-12 Map Amendments establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request. The petitioner has provided answers to each of the criteria in the application these standards which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals, or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

Additional UDO standards:

1. The proposed Map Amendments consistent with the Comprehensive Plan and the purposes of the UDO.
2. The proposed Map Amendment is consistent with the existing and planned uses and zoning of the nearby properties.
3. The subject property is suitable for the purposes of the proposed district.
4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by the adjacent parcels.

5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested rezoning district as specified in Section 10-3-9(A).

### **SPECIAL USE STANDARDS**

Section 10-8-5-D states specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

### **VARIANCE STANDARDS:**

Section 10-8-9-C states specific standards for variations which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. A particular hardship to the owner would result because of the physical surroundings, shape, or topographical conditions of the subject property, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
2. The conditions upon which the petition for a Variation is based are unique to the subject property and are not applicable, generally, to other properties within the same zoning district.
3. The difficulty or hardship is not created by any person presently having an interest in the property.
4. The Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
7. The proposed Variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger to the public, or substantially diminish or impair property values within the neighborhood.
8. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.

### **COMPREHENSIVE PLAN:**

The 2016 Comprehensive Plan designates the future land use for this property as Estate/Conservation Residential (ERC). The Estate/Conservation Residential (ERC) designation is generally intended for future neighborhood developments that promote flexibility in residential design, accommodates low density detached single family housing, and is sensitive to environmental and scenic features of the area and utilized this land designation as a “holding” classification for those areas, particularly on the outskirts or along the perimeter of the City’s corporate boundaries that lacked the public infrastructure to support development of the land within the 10-year timeline of the plan.

While the proposed A-1 Agricultural District is not significantly different to the large lot/low density residential envisioned for the Estate/Conservation Residential future land use designation, an amendment to the Comprehensive Plan would be required if the rezoning is approved.

### **STAFF RECOMMENDATIONS:**

Staff recommends the following conditions to the special use:

1. Staff recommends the petitioner have one paved parking pad for off-street parking.
2. Staff recommends a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.
3. Staff defers to the City Public Works Director and City Engineer before final approval on the road composition.
4. A performance guarantee in an amount of \$1,741,254 is recommended by the City Engineer.
5. It is staff’s recommendation to utilize a modified Type D transition zone at a minimum of the eastern border facing Route 47.
6. Compliance with work items listed in the review letters prepared by Engineering Enterprises, Inc. (EEI) dated October 19, 2023 revised July 10, 2024 and August 27, 2024.
7. Staff recommends the developer clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

### **PROPOSED MOTIONS:**

#### ***REZONING***

***In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-2 Single-Family Traditional Residence District to A-1 Agricultural District for the purpose of constructing a freestanding solar energy system, or solar farm, located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road, subject to {insert any additional conditions of the Planning and Zoning Commission}...***

#### ***SPECIAL USE***

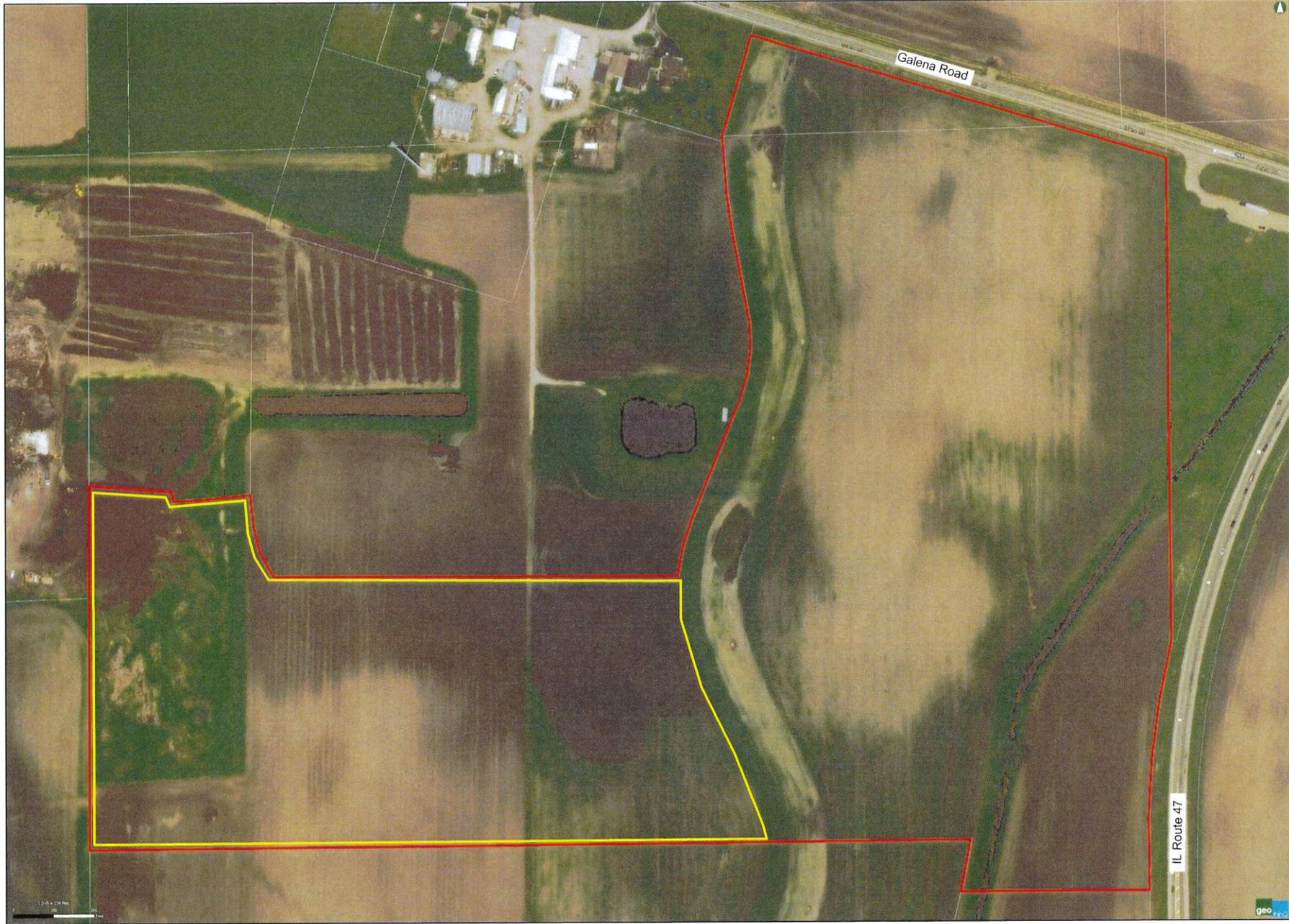
***In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, as depicted in plans prepared by Atwell and submitted by Nexamp dated last revised 8/15/24 for approximately 23 acres located immediately south of IL Route 47 (N Bridge Street) and west of Galena Road, subject to staff recommendations in a memo dated September 4, 2024 and further subject to... {insert any additional conditions of the Planning and Zoning Commission}...***

## **VARIANCE**

***In consideration of testimony presented during a Public Hearing on September 11, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for bulk regulation variance to Section 10-4-13.B.8.b of the Unified Development Ordinance, reducing the north, west, and south property lines setback from 50 feet to 8 feet, subject to... {insert any additional conditions of the Planning and Zoning Commission}...***

## **ATTACHMENTS:**

- 1) Property Aerial dated 03/13/22, as prepared by Nexamp
- 2) Legal Description dated August 15, 2022, as prepared by Atwell Group
- 3) Glare Study dated Aug. 18, 2022, prepared by Forge Solar
- 4) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
- 5) Electrical Diagram dated 01/10/2021, as submitted by Nexamp
- 6) Manufactures Cut Sheets, as submitted by Nexamp
- 7) Interconnection Agreement with ComEd
- 8) Application for Rezoning, as prepared by Yorkville Renewables, LLC
- 9) Application for Special Use, as prepared by Yorkville Renewables, LLC
- 10) List of Property Owners within 500 feet of subject parcel
- 11) Copy of Memorandum of Understanding Regarding the Repeal of the Planned Unit Development Agreement for the East Village of Westbury, as executed by Daniel A. and Charene S. Nagel.
- 12) Application for Variance, as prepared by 126612 Corneils Road Solar, LLC
- 13) Yorkville Renewables, LLC Response Letter, dated June 13, 2024
- 14) Rendering, dated June 13, 2024
- 15) Plan Council Packet (07-25-2024)
- 16) Public Hearing Notices
- 17) Response Letter to EEI, dated August 15, 2024
- 18) Final Site Plans, dated August 15, 2024
- 19) Truck Turn Analysis Construction/Delivery Traffic, dated August 15, 2024
- 20) Stormwater/Drainage Memorandum, dated August 16, 2024
- 21) Culvert Computations, dated August 16, 2024
- 22) Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar, dated August 15, 2024
- 23) EEI Comments, dated October 19, 2023
- 24) EEI Comments, dated July 10, 2024
- 25) EEI Comments, dated August 27, 2024
- 26) Conditional Use Permit Narrative, dated June 14, 2024
- 27) Kendall County Highway Department Access Approval Email, dated November 9, 2022



nexamp

Property Aerial

- Subject Property
- Proposed Solar Array Area

Galena Road

IL Route 47

1" = 100'

geo

3



CONSULTING. ENGINEERING. CONSTRUCTION.

AUGUST 15, 2022  
ATWELL JOB NUMBER: 22001787  
NEXAMP-YORKVILLE, IL LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 & DOC. NO.:  
202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 55.30\* FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE);

THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 34 SECONDS WEST, 153.76 FEET; THENCE NORTH 74 DEGREES 47 MINUTES 54 SECONDS WEST, 27.24 FEET; THENCE NORTH 06 DEGREES 17 MINUTES 38 SECONDS WEST, 224.12 FEET; THENCE NORTH 73 DEGREES 10 MINUTES 01 SECOND WEST, 184.74 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS WEST, 118.52 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 19 SECONDS WEST, 84.38 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 59 SECONDS WEST, 90.01 FEET; THENCE SOUTH 46 DEGREES 15 MINUTES 48 SECONDS WEST, 122.93 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 44 SECONDS WEST, 53.07 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS WEST, 70.96 FEET; THENCE NORTH 76 DEGREES 54 MINUTES 34 SECONDS WEST, 59.31 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 12 SECONDS WEST, 59.31 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 49 SECONDS WEST, 9.31 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 52 SECONDS WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31 DEGREES 33 MINUTES 56 SECONDS WEST; THENCE SOUTH 64 DEGREES 08 MINUTES 15 SECONDS WEST, 204.82 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67

FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.0 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 224.12 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 89°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.0 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET)

SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH, ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.0 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.0 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.0 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 69°40'43" EAST, 181.54 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

\*DOCUMENT 202100002603 CALLS A DISTANCE OF 65.30 FEET, ERROR IN TITLE COMMITMENT PART 1 LEGAL DESCRIPTION\*

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 16 MINUTES 17 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 1 DEGREE MINUTES 04 SECONDS 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

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I Accept



ForgeSolar

# 92029 Yorkville

## 92029 Yorkville East

Created Aug. 18, 2022  
Updated Aug. 18, 2022  
Time-step 1 minute  
Timezone offset UTC-6  
Site ID 74269.13104

Project type Basic  
Project status: active  
Category 500 kW to 1 MW  
(1,000 kW / 8 acre limit)



### Misc. Analysis Settings

DNI: varies (1,000.0 W/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: -

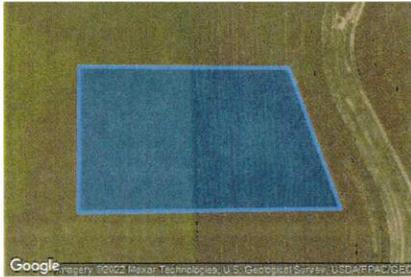
Panel material: Smooth glass with AR coating

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!

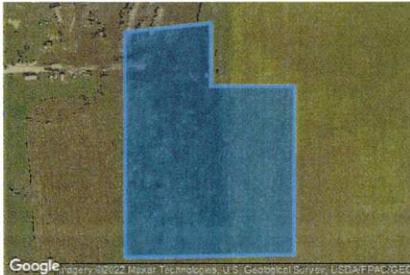
PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

# Component Data

## PV Array(s)

Total PV footprint area: 8.0 acres

<b>Name:</b> PV array 1						
<b>Footprint area:</b> 8.0 acres						
<b>Axis tracking:</b> Single-axis rotation						
<b>Backtracking:</b> None						
<b>Tracking axis orientation:</b> 180.0 deg						
<b>Tracking axis tilt:</b> 0.0 deg						
<b>Tracking axis panel offset:</b> 0.0 deg						
<b>Maximum tracking angle:</b> 60.0 deg						
<b>Rated power:</b> -						
<b>Panel material:</b> Smooth glass with AR coating						
<b>Vary reflectivity with sun position?</b> Yes						
<b>Correlate slope error with surface type?</b> Yes						
<b>Slope error:</b> 8.43 mrad						
	<b>Vertex</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Ground elevation</b>	<b>Height above ground</b>	<b>Total elevation</b>
		<b>deg</b>	<b>deg</b>	<b>ft</b>	<b>ft</b>	<b>ft</b>
	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
7	41.690244	-88.462714	644.05	3.00	647.05
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11	41.698107	-88.467990	667.96	3.00	670.96
12	41.709961	-88.468120	667.95	3.00	670.95
13	41.705314	-88.446445	650.45	3.00	653.45

Name: Surrounding Roads Truck

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.705348	-88.446442	650.18	7.00	657.18
2	41.704243	-88.447365	651.85	7.00	658.85
3	41.702401	-88.448395	649.47	7.00	656.47
4	41.691423	-88.448191	644.49	7.00	651.49
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

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
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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 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.

# Vegetation Management Plan for Solar Sites Utilizing Native Vegetation



**Natural  
Resource  
Services**

## 35-Year Solar Site Habitat Management

Economical production of power is the foremost goal on solar sites. There is a parallel opportunity to provide critically important native pollinator friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

Establishing prairies and other native plant communities within the confines of solar sites provides a tremendous opportunity to restore ecosystems that have been severely degraded and eliminated across all areas of the country.

Native plants have profound root systems, many reaching 10 or more feet deep into the soil. Rainwater follows those roots into the ground, helping reduce water runoff and promote the drainage of standing water into the aquifer. Those deep roots also stabilize the soil, preventing erosion from rain and wind. The plants provide seeds for songbirds, cover for game birds and, of course, provide the blossoms and host plants for our beloved butterflies and other nectar loving insects.

Native grasses and forbs will be selected based on their ecological appropriateness to the specific conditions of this site, with consideration to their mature height as to not interfere with panel productivity. These species will not require irrigation, fertilizer or other soil amendments.

The contribution to habitat restoration cannot be overstated given the acreage impacted and lifespan of the project.

**Pollinator Habitat & Solar Arrays**  
*A winning combination*

**Native grasses and wildflowers provide many benefits:**

- Increases pollination to nearby crops
- Healthy foraging habitat for bees, butterflies
- Superior on-site water management
- Reduces soil erosion
- Less maintenance, less mowing
- Builds healthy topsoil for future land uses
- Greater resistance to weeds
- Increases soil organic matter

The infographic illustrates various native plants with their root systems, including: Little Blue Stem, Purple Prairie Clover, Cynodon, Blue Grass, Little Blue Stem, Red Top, False Indigo, and others. Each plant is shown with its characteristic root structure extending into the soil.

# Recommended Vegetation Management Procedures

## Establishment Phase (growing seasons 1, 2 and 3)

**Year 1:** Complete site mowings to control annual/biennial weed canopy and prevent production of viable seed.

- 2-3 mowings are typical depending on soils, weather patterns and planting dates.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

**Year 2:** Complete site mowing to control annual/biennial weed canopy and prevent production of viable seed.

- 2 mowings likely in the late spring or early summer.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

## Integrated Vegetation Management (IVM)

- 1 site visit is typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

### Year 3: Integrated Vegetation Management (IVM)

- 3 site visits are typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

### Development and Maturations Phases (growing seasons 4 through 9, 10 through 34)

#### Years 4 - 9: Integrated Vegetation Management (IVM)

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

#### Years 10 – 34: Integrated Vegetation Management

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

**Notes:**

- The Partial Site Visits referred to in years 4-34 imply that only portions of the site will need treatment. The entire project area will be assessed during these visits.
- For projects located outside of the Upper Midwest, the recommended vegetation management procedures may need to be adjusted.

**Monitoring**

Consistent monitoring of the project is essential in order to evaluate vegetative establishment, weed presence and possible erosion concerns. This information helps determine which management technique to use, the proper timing of the implementation and whether or not any other remedial action is required.

It is important to note that management activities may need to be implemented in a phased approach based on when a particular area of the site was seeded. This is mainly true on large-scale sites where the initial seeding may take several months. For example, this project may have areas that are newly seeded and other areas that are in their full 1st growing season. Careful management of project will be required to ensure that right management techniques are implemented in the right areas at the right time.

**Other Notes on Vegetation Management:**

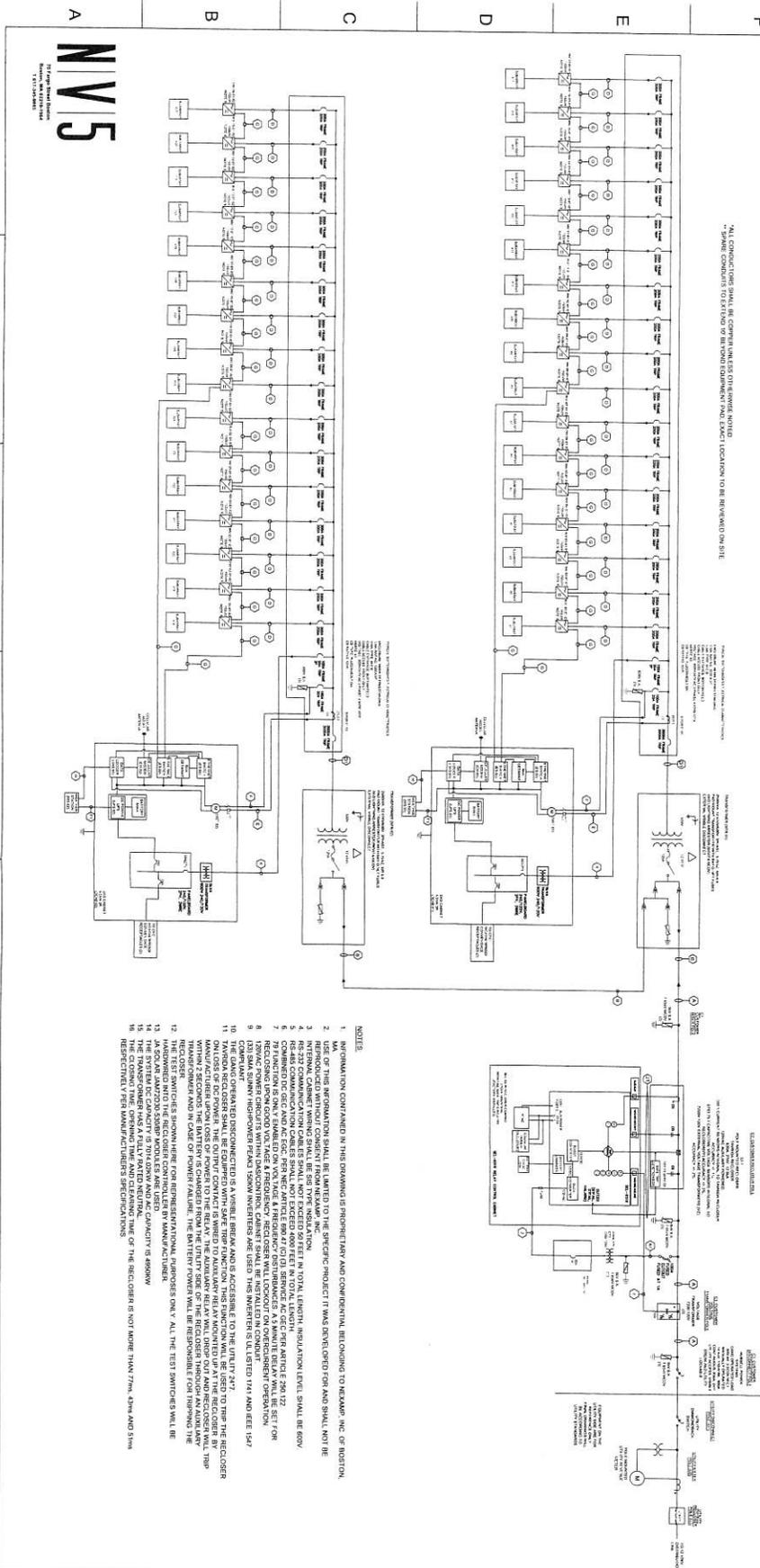
- Establishing a successful native landscape is important but the vegetation also needs to be managed so that the array can function to its full capacity. It is likely, that as the potential vegetation management contractor, we would be responsible for general “weed” control throughout the project site. This would include controlling vegetation along roads, combiner boxes, power panels, etc. These responsibilities would need to be further defined prior to finalizing an agreement.
- Solar crews will mechanically control weed growth underneath the panel. Mowing/trimming around every post is not included and not necessary from a plant community health standpoint.
- On larger scale sites, solar crews will utilize GPS units to ensure complete and consistent coverage.
- After establishment, the site should be mowed once every 3-4 years. This mulching mowing most closely replicates the beneficial aspects of a prescribed burn which cannot be used on a solar site for obvious reasons. These mowings would typically occur during the winter (snow-free) or spring, often before the ground thaws. Depending on the geographic area of the country and the target plant community, mowings may be needed more or less often.
- Additional mowing or trimming may be needed if shading of the panels occurs, either by native or non-native vegetation. As a general rule, this type of mowing, if needed, should be limited to the areas immediately in front of the panel’s lower edge. Mowing the entire aisles would entail potentially mowing flowers in bloom which would defeat the purpose of the pollinator planting.



CIRCUIT ID	VOLTAGE	CONDUCTOR QUANTITY, SIZE AND MATERIAL	WIRE TYPE	QUANTITY OF CONDUITS	SIZE OF CONDUIT	NOTES
A	120V	(1) #10 AWG AL, (1) #10 AWG AL, N	CONCRETE	1	1.5"	
B	120V	(1) #10 AWG AL	CONCRETE	1	1.5"	
C	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
D	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
E	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
F	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
G	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
H	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
I	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
J	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	
K	120V	(1) #10 AWG AL, (1) #10 AWG AL, G	CONCRETE	1	1.5"	

PROTECTIVE FUNCTION	SET POINT	FREQUENCY	TOTAL CLEARING TIME (SEC)
27 - FAST UNDERVOLTAGE	300VDC	-	400 (1.1)
27 - UNDERVOLTAGE	400VDC	-	400 (1.1)
27 - FAST OVERVOLTAGE	600VDC	-	400 (1.1)
27 - OVERVOLTAGE	750VDC	-	400 (1.1)
47 - UNDERCURRENT	40A	40.0	3000 (30)
47 - UNDERCURRENT	40A	40.0	3000 (30)
47 - OVERCURRENT	41.2	41.2	3000 (30)
47 - OVERCURRENT	42.0	42.0	3000 (30)

RELAY	TYPE	VOLTAGE SETTING (V)	CURRENT SETTING (A)	TIME (SEC)	CONTACT
27P1 - FAST UNDERVOLTAGE	X	300.000 (300)	80 (1.1)	-	NO
27P2 - UNDERVOLTAGE	X	400.000 (400)	80 (1.1)	-	NO
27P3 - FAST OVERVOLTAGE	X	600.000 (600)	80 (1.1)	-	NO
27P4 - OVERVOLTAGE	X	750.000 (750)	80 (1.1)	-	NO
47P1 - UNDERCURRENT	X	40.000 (40)	80 (1.1)	-	NO
47P2 - UNDERCURRENT	X	40.000 (40)	80 (1.1)	-	NO
47P3 - OVERCURRENT	X	41.200 (41.2)	80 (1.1)	-	NO
47P4 - OVERCURRENT	X	42.000 (42)	80 (1.1)	-	NO
51 - PHASE DISCREPANCY	X	1.000 (1.0)	80 (1.1)	-	NO
51 - PHASE DISCREPANCY	X	1.000 (1.0)	80 (1.1)	-	NO
59 - OVERCURRENT	X	41.200 (41.2)	80 (1.1)	-	NO
59 - OVERCURRENT	X	42.000 (42)	80 (1.1)	-	NO



<b>Rev</b> A Interconnection Application	<b>Issued For</b> Interconnection Application	<b>Date Issued</b> 01/10/2021	<p>101 Summer Street, Boston, MA 02110 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com</p>
<b>Project</b> 92029 Yorkville Solar	<b>Client</b> Galena Road Yorkville, IL 60512 (41.7011, -88.4579)	<b>Scale</b> N.T.S.	

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).

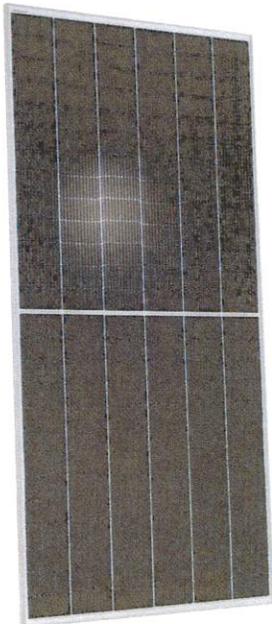


#### **A RELIABLE INVESTMENT**

Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty<sup>2</sup>.

<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.



#### **THE IDEAL SOLUTION FOR:**



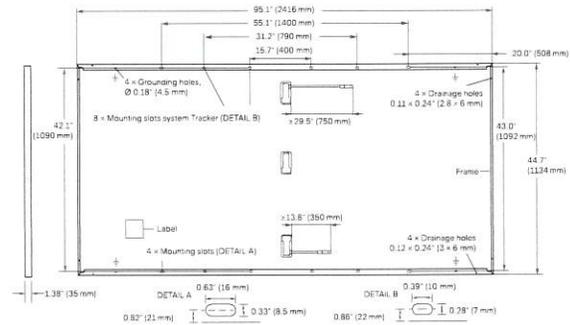
Ground-mounted solar power plants

Engineered in Germany

**Q CELLS**

## MECHANICAL SPECIFICATION

Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm <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

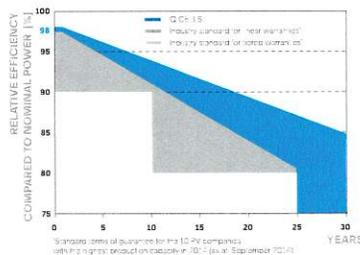
<sup>1</sup> Measurement tolerances  $P_{MPP}$  ± 3%,  $I_{SC}$ ,  $V_{OC}$  ± 5% at STC: 1000 W/m<sup>2</sup>; \*at BSTC: 1000 W/m<sup>2</sup> +  $\phi$  × 135 W/m<sup>2</sup>,  $\phi$  = 70% ± 5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

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

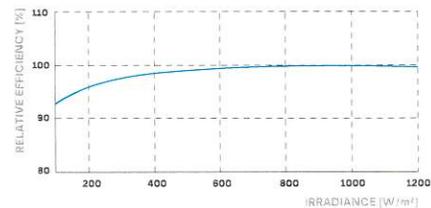
### Q CELLS PERFORMANCE WARRANTY



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	[ADC]	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.

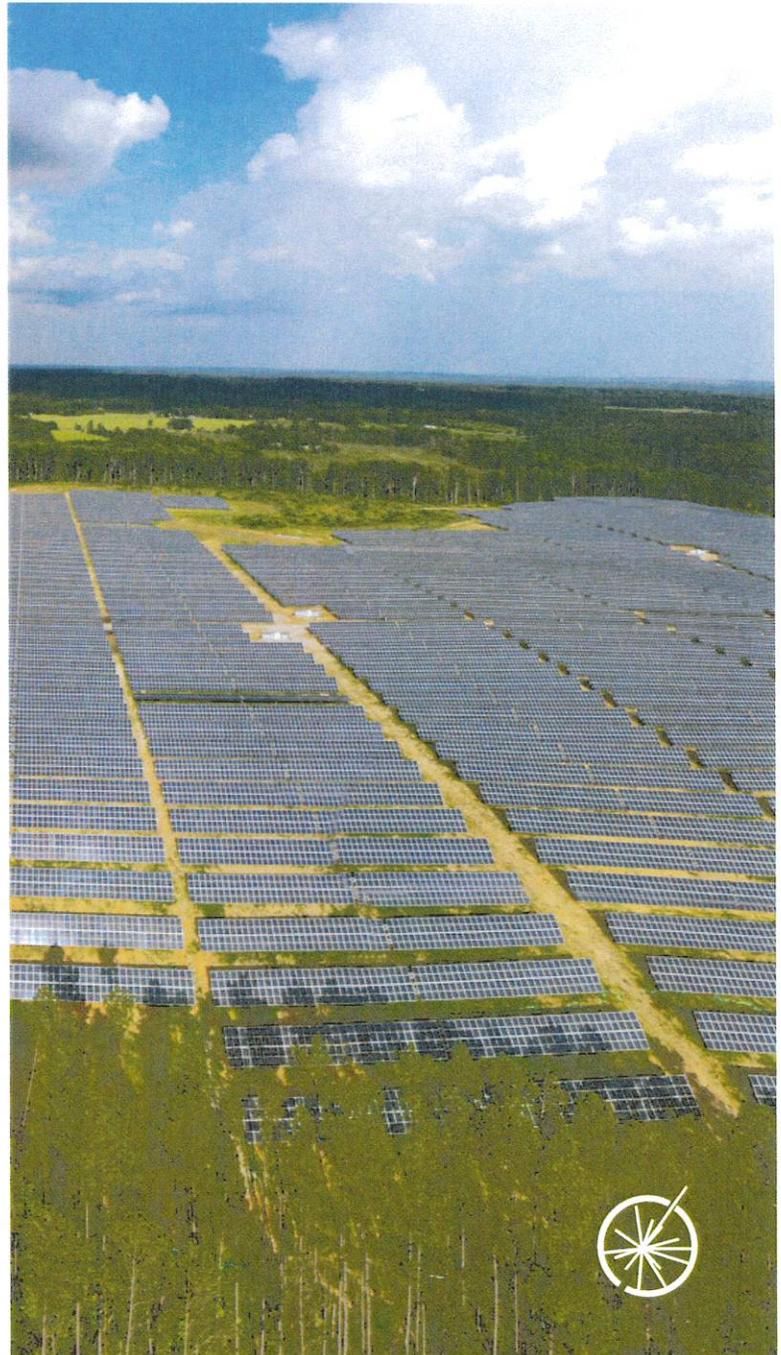
- ◆ Optimal energy yield for any project



## 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.



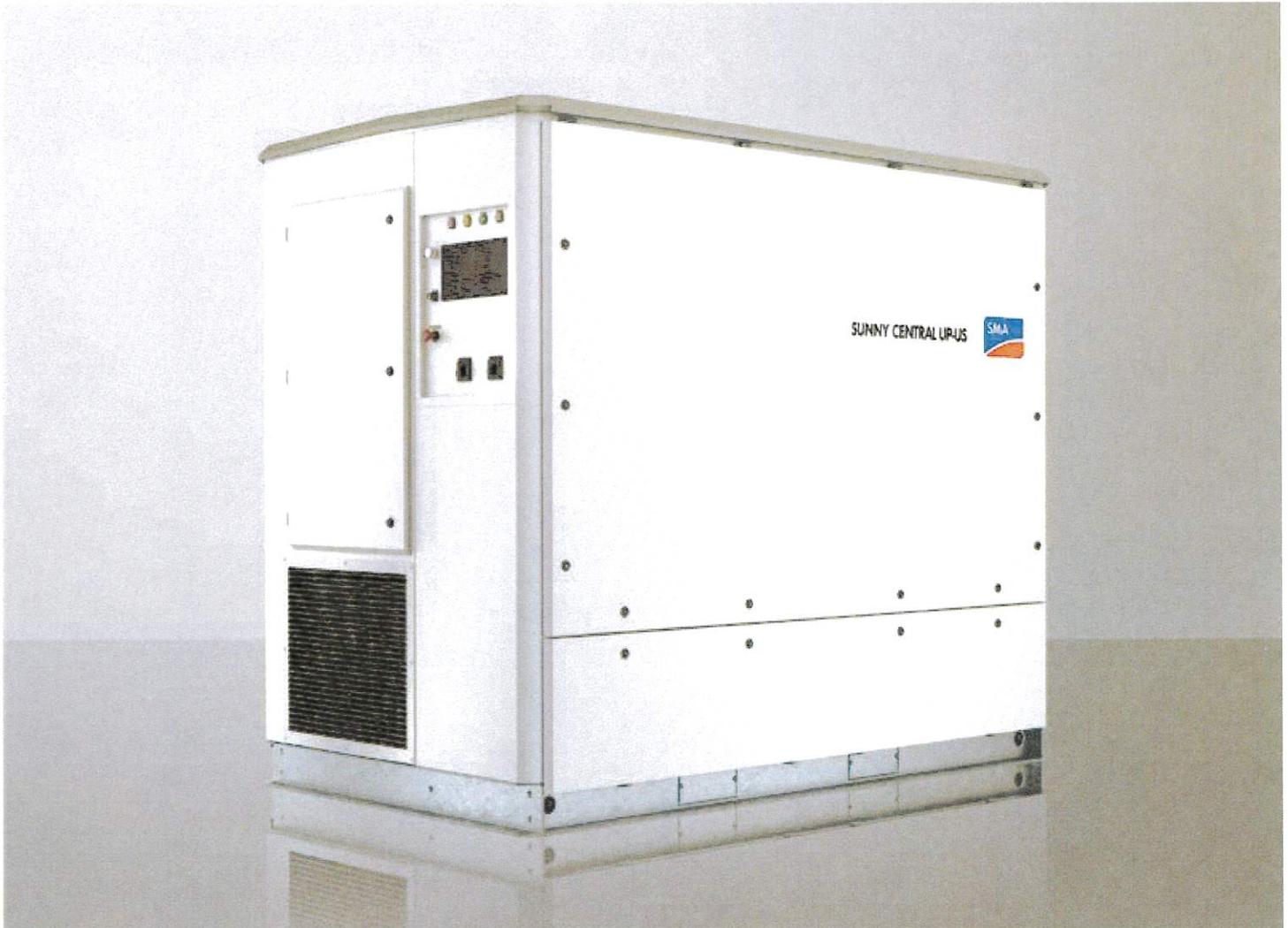
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# SUNNY CENTRAL

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

● Standard features ○ Optional \* preliminary

## 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%\*

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 61), UL 1741-SA, UL 1998

IEEE 1547, MIL-STD-810G

FCC Part 15 Class A

VDI/VDE 2862 page 2, DIN EN ISO 9001

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6) Self-consumption averaged out from 5% to 100% P<sub>n</sub> at 25 °C

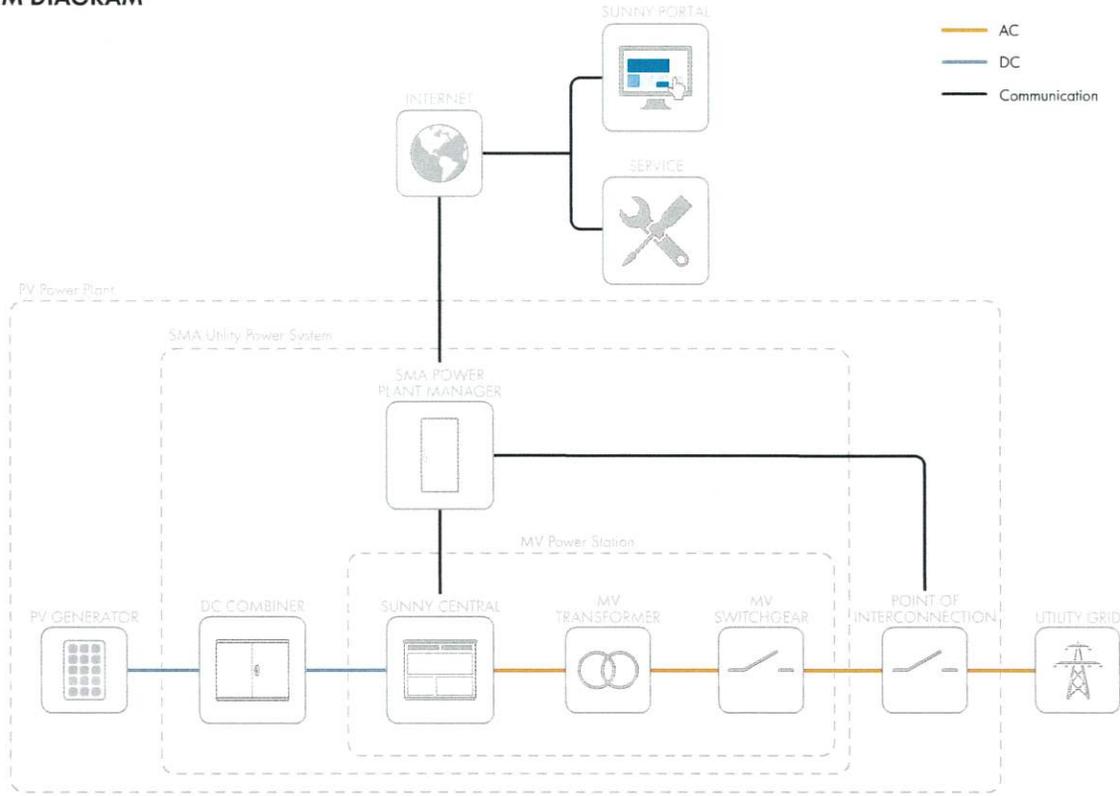
7) Sound pressure level at a distance of 10 m

8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.

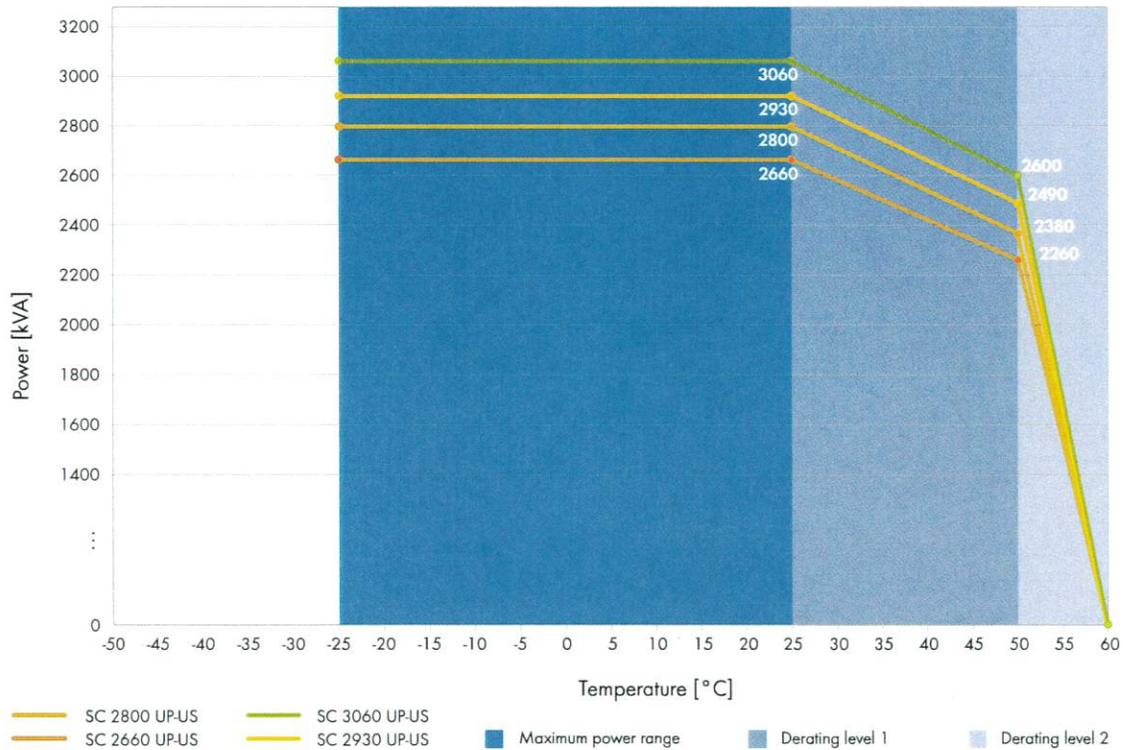
9) A short-circuit ratio of < 2 requires a special approval from SMA

10) Depending on the DC voltage

# SYSTEM DIAGRAM



# TEMPERATURE BEHAVIOR (at 1000 m)



SC 2800-UP-US, SC 2660-UP-US, SC 3060-UP-US, SC 2930-UP-US: All product and service information is subject to change without notice. SMA America, LLC reserves the right to change the information in this document at any time without notice. © SMA America, LLC 2014.

**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.

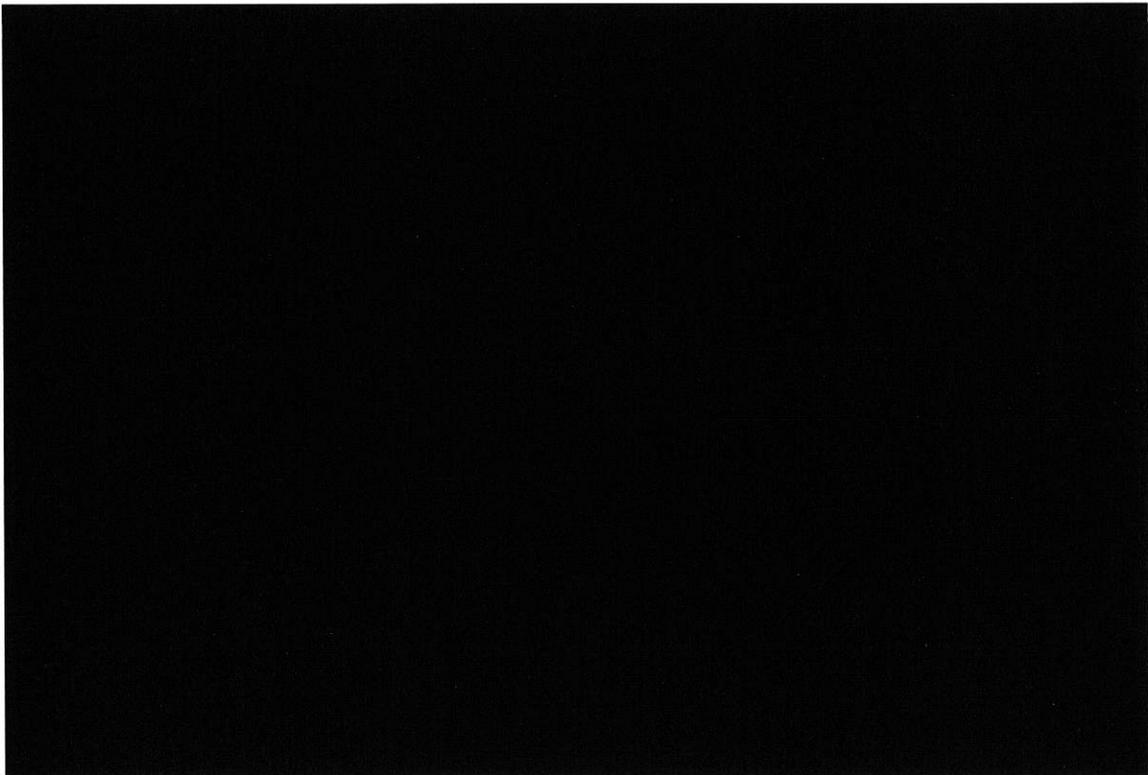
**Witness test** – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been 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.

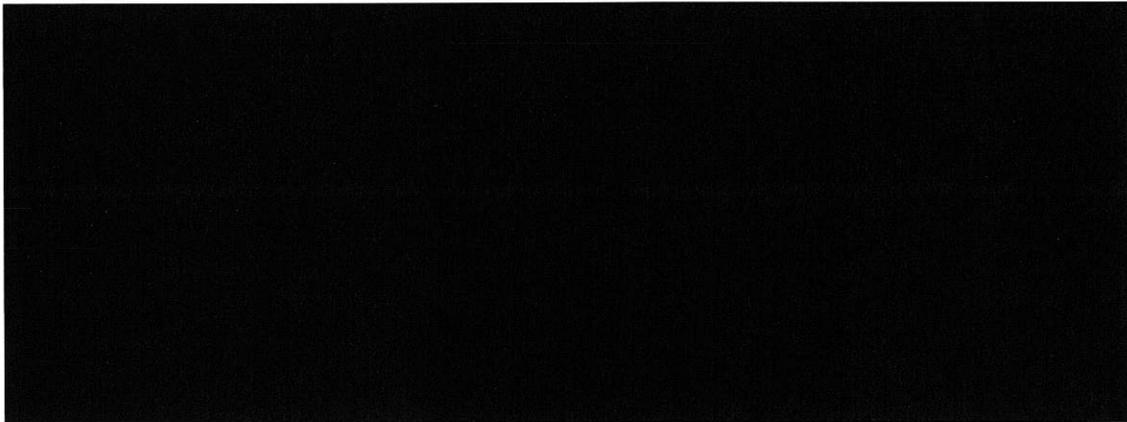


**Attachment 3**

**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.*

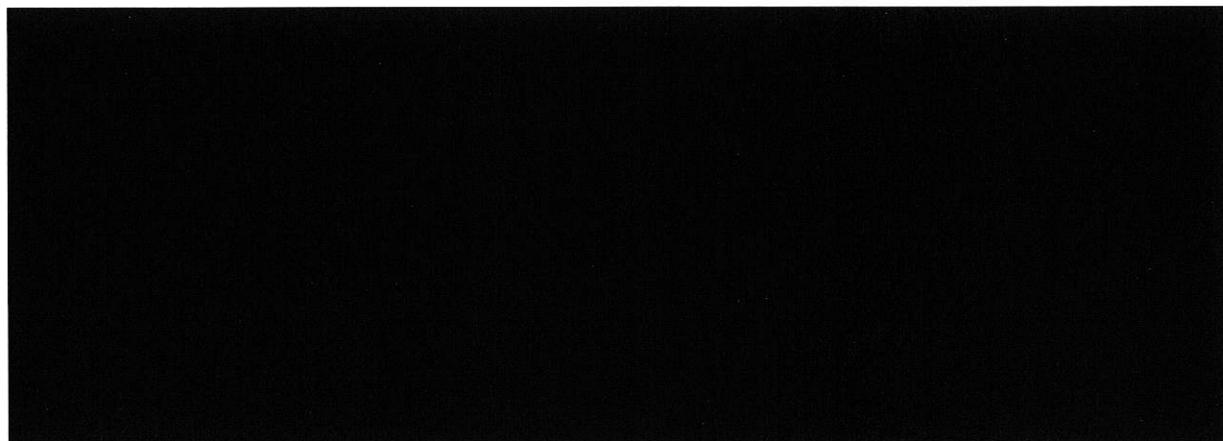
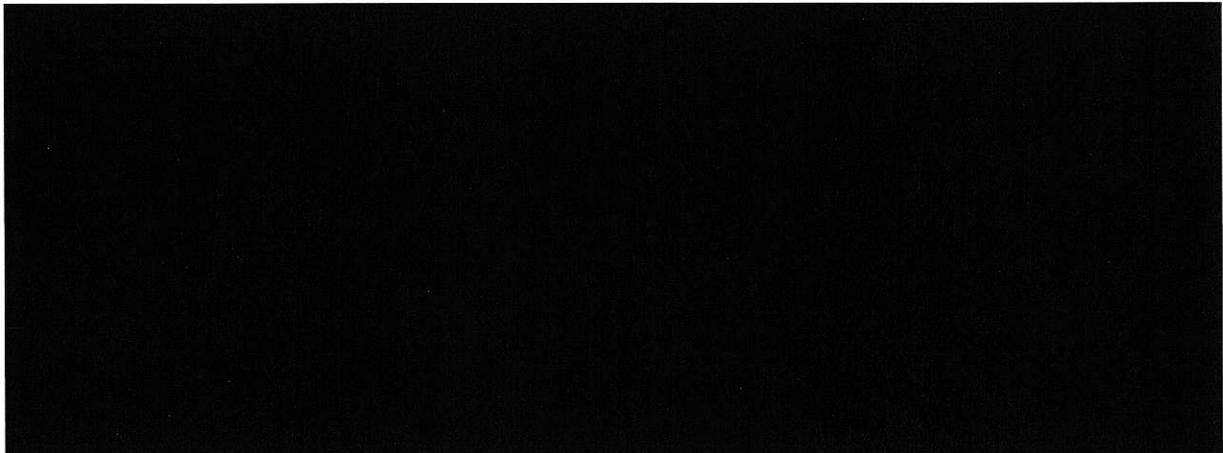
5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

**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

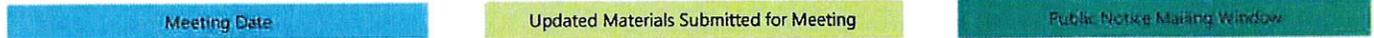
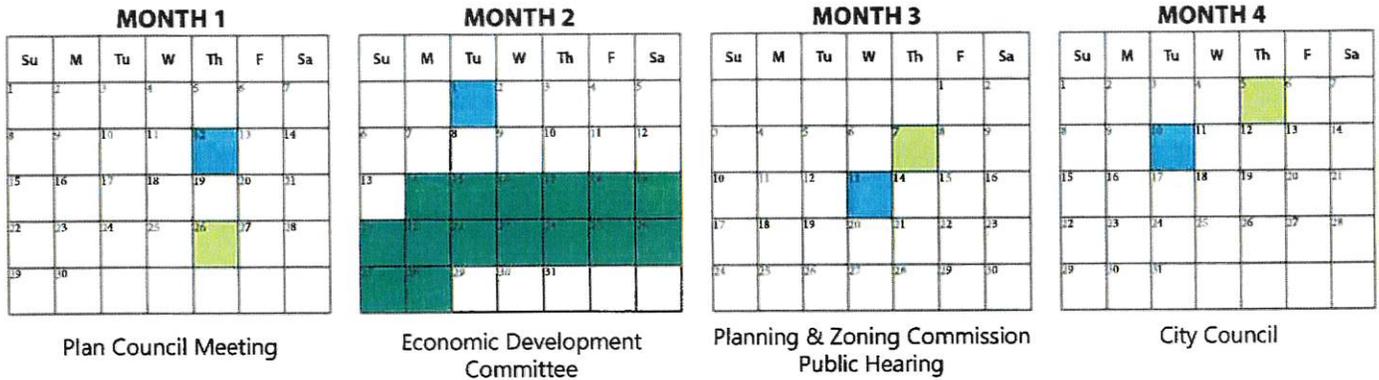
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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# APPLICATION FOR REZONING

## SAMPLE MEETING SCHEDULE



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: \$
	$\frac{\text{\# of Acres}}{\text{Acres over 5}} - 5 = \frac{\text{Acres over 5}}{\text{Acres over 5}} \times \$10 = \frac{\text{Amount for Extra Acres}}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{\text{Total Amount}}{\text{Total Amount}}$		
<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>		
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$200 = \$ \frac{900.00}{\text{Total Amount}}$		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{950.00}{\text{Total Amount}}$		
<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> 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>			\$26,850.00



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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		



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

# APPLICATION FOR REZONING

<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:

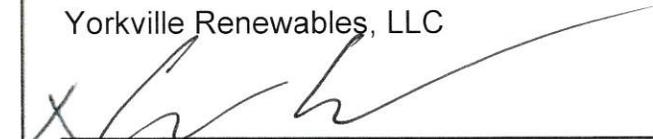
There has been virtually no interest in developing the subject parcel its zoned residential purpose which makes converting the use to the Agricultural A-1 Special Use for the solar array an ideal purpose.

## 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.

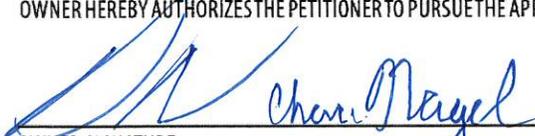
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Yorkville Renewables, LLC

  
 \_\_\_\_\_  
 PETITIONER SIGNATURE Christopher F. Clark, SVP

DATE 3/6/23

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

  
 \_\_\_\_\_  
 OWNER SIGNATURE Cheryl Mangel

DATE 3/9/23

**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**



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# 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

SIGNATURE\*

DATE

3/16/23

*\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

**INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS**

**ENGINEERING DEPOSITS:**

Up to one (1) acre	\$5,000
Over one (1) acre, but less than ten (10) acres	\$10,000
Over ten (10) acres, but less than forty (40) acres	\$15,000
Over forty (40) acres, but less than one hundred (100)	\$20,000
In excess of one hundred (100.00) acres	\$25,000

**LEGAL DEPOSITS:**

Less than two (2) acres	\$1,000
Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres	\$5,000

**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL )

I/We, \_\_\_\_\_, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on \_\_\_\_\_, 20\_\_\_\_.

x   
\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this  
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  
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# 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 R <sub>2</sub>		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>			
 SIGNATURE/AUTHORIZED AGENT Christopher F. Clark, SVP		DATE 3/6/23	
DATE RETURNED: _____			
RECEIVED BY: _____ PZC# _____			



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# APPLICATION FOR SPECIAL USE

## INTENT AND PURPOSE

The purpose of the zoning code is based upon the authority of the City to divide its land into districts by use, bulk, and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process, outlines required submittal materials, and contains the application for special use.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9: Special Uses" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE

### STEP

# 1

### APPLICATION SUBMITTAL

#### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

### PLAN COUNCIL

#### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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# APPLICATION FOR SPECIAL USE

## STEP

# 3

**ECONOMIC  
DEVELOPMENT  
COMMITTEE**

### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP

# 4

**PLANNING  
& ZONING  
COMMISSION**

### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP

# 5

**CITY  
COUNCIL**

### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

## SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

**PETITIONER**

- Signed and Notarized Application
- Required Plans, Exhibits, and Fees
- Certified Mailing of Public Notice
- Signed Certified Affidavit of Mailings
- Attendance at All Meetings

**CITY STAFF**

- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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# APPLICATION FOR SPECIAL USE

## SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

## DORMANT APPLICATIONS

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

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

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

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



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# APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
<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: \$
	$\underline{\quad\quad\quad} - 5 = \underline{\quad\quad\quad} \text{ Acres over 5}$ $\times \$10 = \underline{\quad\quad\quad} \text{ Amount for Extra Acres}$ $+ \$250 = \$ \underline{\quad\quad\quad} \text{ Total Amount}$		
<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>		
	$\underline{74.2} - 5 = \underline{70} \text{ Acres over 5}$ $\times \$10 = \underline{700} \text{ Amount for Extra Acres}$ $+ \$200 = \$ \underline{900.00} \text{ Total Amount}$		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
	$\underline{74.2} - 5 = \underline{70} \text{ Acres over 5}$ $\times \$10 = \underline{700} \text{ Amount for Extra Acres}$ $+ \$250 = \$ \underline{950.00} \text{ Total Amount}$		
<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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# 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		



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

# APPLICATION FOR SPECIAL USE

<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 and out on a daily basis once the system is operational. The only traffic in and out 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:

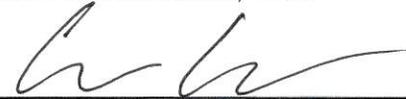
The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

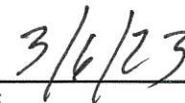
## AGREEMENT

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.

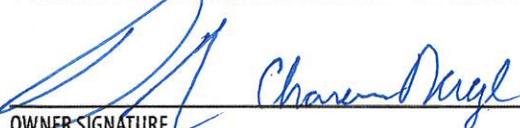
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

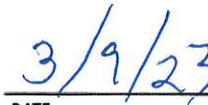
Yorkville Renewables, LLC

X   
PETITIONER SIGNATURE Christopher F. Clark, SVP

  
DATE

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

  
OWNER SIGNATURE

  
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

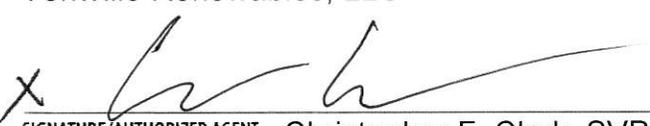
  
\_\_\_\_\_  
Notary Public

 **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 Pt		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  
DELAVAN, WI, 53115

% MARQUETTE COMPANIES GALENA & 47 LLC  
135 WATER ST 4TH FLR  
NAPERVILLE, IL, 60540

DANIEL A & CHARENE S NAGEL LIV TRUST  
PO BOX 1069  
SUGAR GROVE, IL, 60554

% MARQUETTE COMPANIES GALENA & 47 LLC  
135 WATER ST 4TH FLR  
NAPERVILLE, IL, 60540

STATE OF IL DEPT OF TRANS  
700 E NORRIS DR  
OTTAWA, IL, 61350

% MARQUETTE COMPANIES GALENA & 47 LLC  
135 WATER ST 4TH FLR  
NAPERVILLE, IL, 60540

% JEFF MILROY MILROY FARMS LLC  
287 WOODSTOCK AVE  
GLEN ELLYN, IL, 60137

COUNTY OF KENDALL  
CORNER OF BRIDGE & GALENA RD  
111 W FOX ST  
YORKVILLE, IL, 60560

TORO MARILEX A CEJA VICTOR E TORO &  
10292 GALENA RD  
BRISTOL, IL, 60512

ROSENWINKEL FAMILY TRUST ET AL 501  
% JOHN ROSENWINKEL  
10735 CHICAGO RD  
WATERMAN, IL, 60556

KONICEK DALE L LLC  
6321 WALKER RD  
YORKVILLE, IL, 60560

GALENA & 47 LLC  
175 HITHPOINT DR  
ROMEDEVILLE, IL, 60446

**MEMORANDUM OF UNDERSTANDING REGARDING  
THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT  
FOR THE EAST VILLAGE OF WESTBURY, THE  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost all rights to the entire Acreage through foreclosure initiated by the lender; and,

WHEREAS, the foreclosure proceedings resulted in an auction whereby the Acreage was acquired by the eight (8) new owners listed on *Exhibit A* attached hereto, each owner acquiring that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of POD 6E as identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.
2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:
  - a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
  - b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as POD 6E; and,
  - c. That whenever development of the Acreage occurs, with the exception of POD 6E, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessment shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
3. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site

and memorialized in the Memorandum of Contract Regarding Obligation To Dedicate School/Park Site recorded with the county Recorder of Kendall County on May 9, 2006, as Document No. 200600013759; (ii) the Current Owner of the POD 6E identified as PIN 02-08-400-004 agrees to proceed with the development of 85 single-family units on 31.68 acres; and (iii) the Current Owner of the POD 6E agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City.

4. This Memorandum of Agreement may be signed in counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

[List Each Owner]

By:

Daniel A Nagel  
Daniel A. Nagel as Trustee of the  
Daniel A. Nagel Living Trust

Charene S Nagel  
Charene S. Nagel as Trustee of the  
Charene S. Nagel Living Trust

Attest:

[Signature]



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

# First Amended APPLICATION FOR REZONING & Variance

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: \$
	$\frac{\text{\# of Acres}}{\text{\# of Acres}} - 5 = \frac{\text{Acres over 5}}{\text{Acres over 5}} \times \$10 = \frac{\text{Amount for Extra Acres}}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{\text{Total Amount}}{\text{Total Amount}}$		
<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>		
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$200 = \$ \frac{900.00}{\text{Total Amount}}$		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 950.00
	$\frac{74.2}{\text{\# of Acres}} - 5 = \frac{70}{\text{Acres over 5}} \times \$10 = \frac{700}{\text{Amount for Extra Acres}} + \$250 = \$ \frac{950.00}{\text{Total Amount}}$		
<b>ZONING VARIANCE</b>	See attached variance explanation <input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 85.00
<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 Matthew R. Walsh*

PETITIONER SIGNATURE Matthew R. Walsh, VP of Business Development

*6/13/24*

DATE

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

*X [Signature]*

OWNER SIGNATURE

*June 13, 2024*

DATE

**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**

## VARIANCE EXPLANATION

The Petitioner/Owners request that a Variance be granted from the rear and side setback areas on the north, west, and south property lines as contained in the site improvement plans previously filed herein.

The site plan showing the solar array totally conformed to the then current United City of Yorkville setback requirements at the time the Application for Zoning and Application for Special Use was filed by the Petitioner and consented to by the Owner in writing.

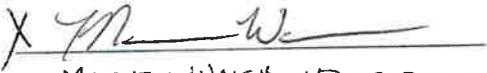
Stormwater storage was contemplated in the north setback area as defined by the then current setback ordinance.

It would work an extreme hardship on the applicant at this time to modify the site plan since it would result in a substantial change in the solar array, stormwater management fill facilities previously designed and recommended for approval by City Consulting Engineer. Applicant hereby requests permission to allow an eight-foot Variance from the new city ordinance for the south, west, and north side and rear setback line as detailed in the current ordinance. There still would be sufficient setback green area buffering the solar array and all three of those directions.

The front setback area of 1,000 feet has more than been met by the existing solar array plan and needs no variance.

Therefore, Petitioner prays that the site plan of Petitioner be approved Varying the current ordinance requirement by eight feet on the south, west, and north setback property lines.

YORKVILLE RENEWABLES, LLC

By: X   
MATTHEW WALSH, VP OF BUSINESS DEVELOPMENT





June 13, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL, 60560

Yorkville Renewables, LLC  
Proposed Ground-Mounted Solar Farm  
Address: Near SWC of Galena Road and IL Route 47  
PIN: 02-08-200-030

RE: Response Letter

We offer the following information in response to the comments provided by the City of Yorkville Engineer and Landscape consultants. Responses are in bold font.

City Staff Comments:  
*Zoning*

The subject property is currently located in within an existing Planned Unit Development (PUD) with underling zoning of R-2, R-4, and B-3. The following are the current immediate surrounding zoning and land uses:

	<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.**

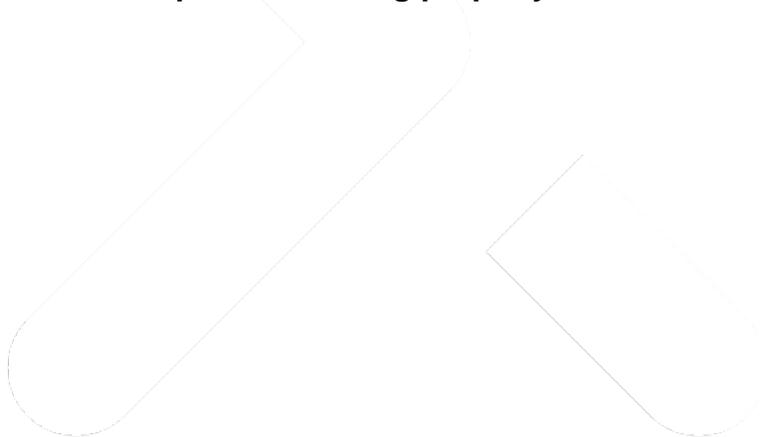
5. Tree Preservation: Tree Preservation standards apply to all development parcels greater than five acres; therefore, these requirements apply to this site. A review

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.**





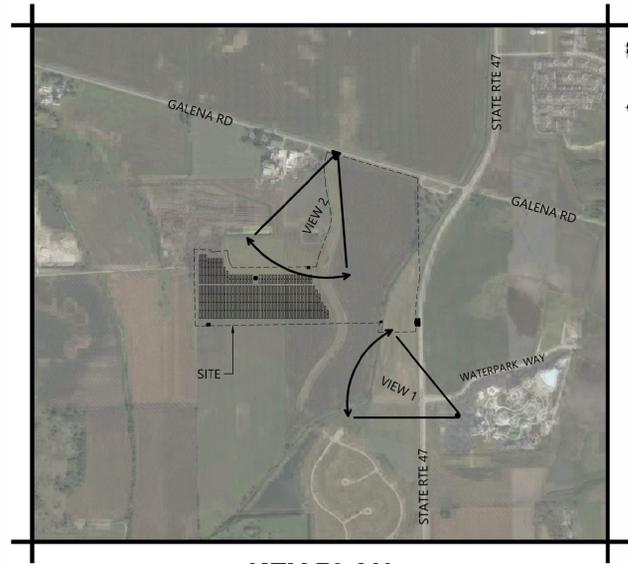
**VIEW 1 - WATERPARK PARKING LOT**

NOT TO SCALE



**VIEW 2 - GALENA RD. ACCESS**

NOT TO SCALE



**KEY PLAN**

NOT TO SCALE



**nexamp**

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**ATWELL**  
66.650.4200 www.atwell-group.com  
1245 EAST DIEHL ROAD, SUITE 100  
DESIGN FIRM #14-003976

Rev	Issued For	Date
A	SPECIAL USE PERMIT	8/18/22
B	ACCESS DRIVE REVIEW	10/12/22
C	ACCESS DRIVE REVIEW	10/27/22
D	ACCESS DRIVE REVIEW	11/04/22
E	SPECIAL USE PERMIT	2/2/24

P.E. seal/Consultant:

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title: **SOLAR FIELD RENDERINGS**

Drawn by: BTE Scale: As Noted Approved by: MBK

Dwg No: L-001 Size: D Sheet Rev: E



## **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 Sevener

Ms. Noble called the meeting to order at 9:00am.

**1. Minutes for approval:** February 8, 2024  
The minutes were approved as presented.

All meeting participants introduced themselves and Ms. Noble explained the procedure for the meeting.

**2. PZC 2024-14 Grande Reserve – Units 10 & 11 – Final Plat**

Background: Ms. Noble said this proposal is for Units 10a and 11a of Grande Reserve and consists of 22 acres with 158 new residential townhome lots. The parcel will be developed in phases and at full buildout will consist of 312 townhomes, 14 more than originally planned. The preliminary plans of final plats were pre-approved in April 2005 but never recorded and have expired.

Regarding the concept plans, they are consistent with those previously approved and will be reviewed by the city for a number count as well as architecturally per the Comprehensive Plan. There had been an Economic Incentive Agreement in 2021 which reduced a portion of the unplanned development from duplex units to single family resulting in a reduction of 11 single family homes, so the increased 14 have not resulted in an imbalance.

Per the Comp Plan, the homeowners will be responsible for snowplowing in the cul-de-sacs.

Staff will also require a declaration of CCR's. (Codes, Covenants and Restrictions). Also required are appearance standards and staff has now received color renderings and are reviewing. There is a credit system in the ordinance giving credit for certain architectural features which has been met and credit given.

The plats do indicate the lots meet the building setbacks, but there are standards that dictate minimum building-to-building setbacks.

The certificate block on units 10a and 11a should be revised to 'Planning and Zoning Commission' rather than 'Plan Commission'.

Comments from Engineer Brad Sanderson are detailed in a letter in the agenda packet.

Public Works and the Building Code Official had no comment at this time.

Ms. Noble said the next step is the June 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

---

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:

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Westhaven Planned Unit Development (R-2, R-3)	Agriculture
<b>South</b>	Former Westbury East Village (R-2)	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 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.

10

**Ordinance No. 2024-25**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY**

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

**WHEREAS**, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the “*First Developer*”) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the “*Planned Unit Development Agreement*”) for the East Westbury Subdivision consisting of three hundred (300) acres (the “*Acreage*”) located in the City; and

**WHEREAS**, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

**WHEREAS**, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner’s name (the “*Current Owners*”); and,

**WHEREAS**, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E (“*Phase I*”) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

**WHEREAS**, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled ‘Memorandum of Contract Regarding Obligation to Dedicate School/Park Site’. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

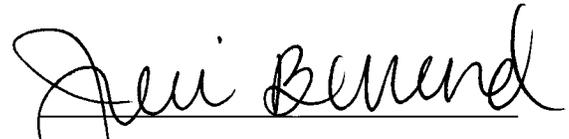
**NOW, THEREFORE**, Be It Ordained by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

- Section 1.** The foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.
- Section 2.** The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the “*Corporate Authorities*”) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:
- a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,

- b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.
- d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,
- e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.
- f. That the foregoing covenants and agreements are contingent upon (i) obtaining a written release within eighteen (18) months of execution of this ordinance from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of \$418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.
- g. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

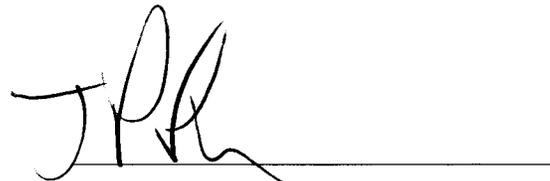
**Section 3.** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 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 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEXA	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

Exhibit "B"

POD 1-E  
SINGLE FAMILY B  
32.01 acres  
89 units

10-E  
PARK SITE  
6.5 acres

10-E  
SCHOOL SITE  
15 acres

9-E  
COMMERCIAL  
33.81 acres

EXISTING  
PARK

POD2B-E  
SINGLE FAMILY A  
11.88 acres  
32 units

POD 2A-E  
MULTI-PLEX  
13.55 acres  
124 units

POD 3B-F  
MULTI-PLEX A  
16.34 acres  
138 units

48-E  
OPEN SPACE  
21.9 acres  
retention

POD 8-E  
SINGLE FAMILY A  
17.67 acres  
47 units

POD 5-E  
MULTI-PLEX B  
13.52 acres  
137 units

3A-E  
CLUBHOUSE  
2.26 acres

FPIN 02-08-400-004  
96.59 Acres  
Phase I

10-E  
BIKE TRAIL  
1.91 acres

4A-E  
OPEN SPACE  
97.9 acres  
golf/ retention

POD 6-E  
SINGLE FAMILY B  
31.68 acres  
85 units

10-E  
PARK SITE  
3.7 acres

7-E  
MULTI-PLEX  
18.79 acres  
170 units

48-E  
OPEN SPACE  
2.29 acres  
retention



westbury  
EAST VILLAGE



SCALE 1"=160'

NORTH





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.

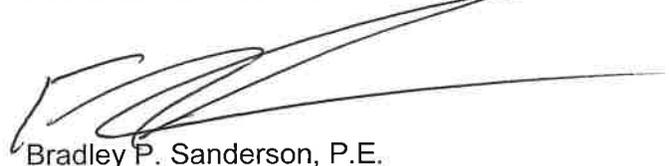
**Engineer's Opinion of Probable Decommissioning Costs**

- 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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Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

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

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#### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

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CONTACT: MICHAEL KEITH, P.E.

#### GOVERNING AGENCIES CONTACTS

##### PLANNING - ZONING - LANDSCAPE - SIGNAGE

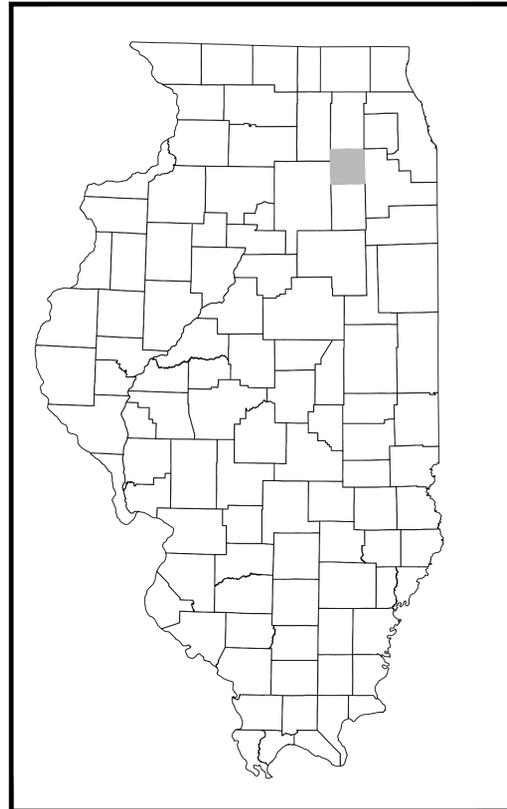
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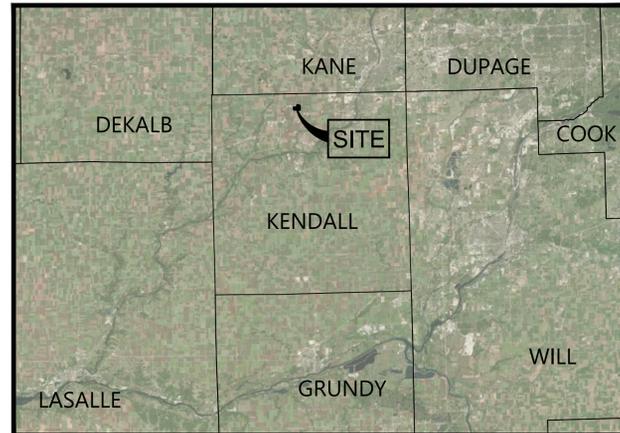
**ILLINOIS**  
NOT TO SCALE

#### SHEET INDEX

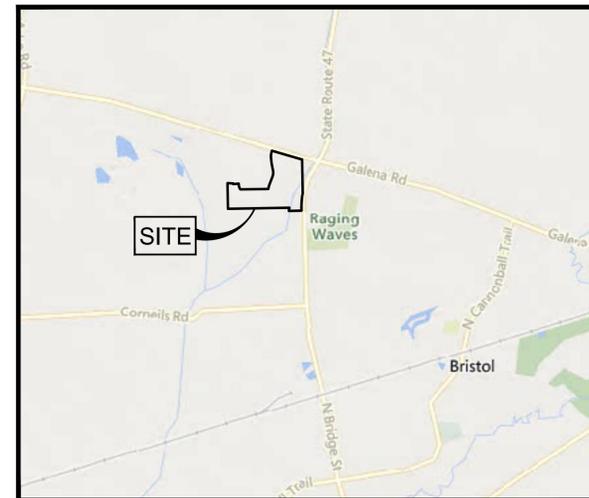
- C-000 COVER SHEET
- C-001 LEGAL DESCRIPTION
- C-100 EXISTING CONDITIONS PLAN
- C-200 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- C-201 SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
- C-300 SITE LAYOUT PLAN
- C-400 GRADING AND STORMWATER PLAN
- C-401 GRADING PLAN - ACCESS ROAD
- C-500 LANDSCAPE PLAN
- C-501 DETAILED LANDSCAPE PLAN
- C-600 STANDARD DETAILS
- C-601 STANDARD DETAILS

#### 9-1-1 ADDRESS

TBD



**KENDALL COUNTY**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE



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Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com



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NAPERVILLE, IL 60563  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24



Project: **YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title: **COVER SHEET**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **C-000** Size: D Sheet Rev: **D**

**Know what's below. Call before you dig.**

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CAD FILE: 22001757C-000-CV.DWG

LEGAL DESCRIPTION

PARENT PARCEL LEGAL DESCRIPTION:

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 & DOC. NO.: 202100021967 & 202100002603.

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 24 SECONDS EAST, 202.52 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 38 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 57 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 57 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 17 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 58 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECOND WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 41 SECONDS EAST, 118.67 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 450.34 FEET; THENCE NORTH 09 DEGREES 39 SECONDS EAST, 183.43 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 59 SECONDS WEST, 68.19 FEET; THENCE SOUTH 77 DEGREES 17 MINUTES 38 SECONDS WEST, 142.43 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 07 SECONDS WEST, 40.98 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 23 SECONDS WEST, 62.20 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 06 SECONDS WEST, 47.33 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, 101.98 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 43 SECONDS WEST, 181.54 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 08 SECONDS WEST, 33.43 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 40 SECONDS WEST, 147.85 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 45 SECONDS WEST, 80.00 FEET; 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THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011813, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 3404.28 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86°50'24" EAST, 202.52 FEET; THENCE SOUTH 07°50'38" EAST, 23.88 FEET; THENCE NORTH 86°41'57" EAST, 65.30 FEET; THENCE NORTH 83°59'57" EAST, 125.00 FEET; THENCE SOUTH 06°04'54" EAST, 79.10 FEET; THENCE SOUTH 14°15'17" EAST, 67.24 FEET; THENCE SOUTH 30°16'13" EAST, 44.66 FEET; THENCE SOUTH 29°19'38" EAST, 22.58 FEET; THENCE NORTH 89°16'13" EAST, 991.74 FEET; THENCE NORTHERLY, 143.34 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13°02'53" EAST; THENCE NORTH 21°01'18" EAST, 318.85 FEET; THENCE NORTHERLY TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04°45'09" EAST; THENCE NORTH 11°31'00" WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07°52'07" WEST; THENCE NORTH 06°19'17" WEST, 33.01 FEET; THENCE NORTH 05°23'16" WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09°31'35" EAST; THENCE NORTH 16°03'07" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73°56'53" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.62 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01°06'41" EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05°11'01" WEST; THENCE SOUTH 01°06'41" EAST, 118.67 FEET; THENCE SOUTH 88°53'19" WEST, 450.34 FEET; THENCE NORTH 09°39'39" EAST, 183.43 FEET; THENCE NORTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 87°18'59" WEST, 68.19 FEET; THENCE SOUTH 77°17'38" WEST, 142.43 FEET; THENCE SOUTH 64°38'07" WEST, 40.98 FEET; THENCE SOUTH 56°27'23" WEST, 62.20 FEET; THENCE SOUTH 54°35'06" WEST, 47.33 FEET; THENCE SOUTH 60°03'18" WEST, 101.98 FEET; THENCE SOUTH 69°40'43" WEST, 181.54 FEET; THENCE SOUTH 35°33'08" WEST, 33.43 FEET; THENCE SOUTH 86°05'40" WEST, 147.85 FEET; THENCE SOUTH 78°13'45" WEST, 80.00 FEET; THENCE NORTH 59°05'34" WEST, 153.76 FEET; THENCE NORTH 74°47'54" WEST, 27.24 FEET; THENCE NORTH 06°17'38" WEST, 118.52 FEET; THENCE NORTH 73°10'01" WEST, 184.74 FEET; THENCE NORTH 85°19'13" WEST, 118.52 FEET; THENCE SOUTH 33°11'19" WEST, 84.38 FEET; THENCE SOUTH 34°29'59" WEST, 90.01 FEET; THENCE SOUTH 46°15'48" WEST, 122.93 FEET; THENCE SOUTH 64°24'44" WEST, 53.07 FEET; THENCE SOUTH 49°30'40" WEST, 70.96 FEET; THENCE NORTH 76°54'34" WEST, 59.31 FEET; THENCE NORTH 61°03'12" WEST, 59.31 FEET; THENCE NORTH 45°11'49" WEST, 59.31 FEET; THENCE SOUTH 52°43'52" WEST, 150.00 FEET; THENCE NORTHWESTERLY, 72.66 FEET ALONG A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 31°33'56" WEST; THENCE SOUTH 64°08'15" WEST, 204.82 FEET; THENCE SOUTH 88°59'57" WEST, 68.98 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01°00'03" WEST ALONG SAID WEST LINE, 957.25 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ALSO, INCLUDING THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AUGUST 16, 2018 AS DOCUMENT 201800011814, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS (=58.74 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID OLD GALENA ROAD, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 64°02'00" EAST, 308.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°02'00" WEST, 308.99 FEET, ALONG THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 AT A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST, 2447.03 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 88°59'57" EAST, 68.98 FEET; THENCE NORTH 64°08'15" EAST, 204.82 FEET; THENCE SOUTHEASTERLY, 72.66 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 365.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31°33'56" EAST; THENCE NORTH 52°43'52" EAST, 150.00 FEET; THENCE SOUTH 45°11'49" EAST, 59.31 FEET; THENCE SOUTH 61°03'12" EAST, 59.31 FEET; THENCE SOUTH 76°54'34" EAST, 59.31 FEET; THENCE NORTH 89°30'40" EAST, 70.96 FEET; THENCE NORTH 64°24'44" EAST, 53.07 FEET; THENCE NORTH 46°15'48" EAST, 122.93 FEET; THENCE NORTH 34°29'59" EAST, 90.01 FEET; THENCE NORTH 33°11'19" EAST, 84.38 FEET; THENCE SOUTH 85°19'13" EAST, 118.52 FEET; THENCE SOUTH 73°10'01" EAST, 184.74 FEET; THENCE SOUTH 06°17'38" EAST, 224.12 FEET; THENCE SOUTH 74°47'54" EAST, 27.24 FEET; THENCE SOUTH 59°05'34" EAST, 153.76 FEET; THENCE SOUTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 86°05'40" EAST, 147.85 FEET; THENCE NORTH 35°33'08" EAST, 33.43 FEET; THENCE NORTH 78°13'45" EAST, 80.00 FEET; THENCE NORTH 60°03'18" EAST, 101.98 FEET; THENCE NORTH 54°35'06" EAST, 47.33 FEET; THENCE NORTH 56°27'23" EAST, 62.20 FEET; THENCE NORTH 64°38'07" EAST, 40.98 FEET; THENCE NORTH 77°17'38" EAST, 142.43 FEET; THENCE SOUTH 87°18'59" EAST, 68.19 FEET; THENCE SOUTH 09°39'39" WEST, 1000.44 FEET; THENCE SOUTH 73°08'14" WEST, 437.67 FEET; THENCE SOUTH 61°50'59" WEST, 297.0 FEET; THENCE SOUTH 39°47'51" WEST, 1584.39 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01°00'03" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 8, A DISTANCE OF 3579.88 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 88°59'57" EAST PERPENDICULAR TO SAID WEST LINE, 2172.88 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760 FOR THE POINT OF TERMINATION OF SAID LINE; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

\*SURVEYOR'S NOTE: SCRIVENERS ERROR FOUND IN TITLE COMMITMENT SCHEDULE A, CORRECTED PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

AS-SURVEYED LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SAID SECTION CORNER ESTABLISHED BY MONUMENT RECORD RECORDED AS DOCUMENT 907017; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 3404.23 FEET ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 50 MINUTES 28 SECONDS EAST, 202.57 FEET; THENCE SOUTH 07 DEGREES 50 MINUTES 42 SECONDS EAST, 23.88 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS EAST, 65.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 53 SECONDS EAST, 125.00 FEET; THENCE SOUTH 06 DEGREES 04 MINUTES 58 SECONDS EAST, 79.10 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, 67.24 FEET; THENCE SOUTH 30 DEGREES 13 SECONDS EAST, 44.66 FEET; THENCE SOUTH 29 DEGREES 19 MINUTES 42 SECONDS EAST, 22.58 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, 991.82 FEET; THENCE NORTHERLY, 143.33 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 515.67 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 02 MINUTES 53 SECONDS EAST; THENCE NORTH 21 DEGREES 01 MINUTE 18 SECONDS EAST 318.85 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 218.64 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 385.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 45 MINUTES 09 SECONDS EAST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 217.08 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 111.06 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 872.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 07 DEGREES 52 MINUTES 07 SECONDS WEST; THENCE NORTH 06 DEGREES 19 MINUTES 17 SECONDS WEST, 33.01 FEET; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS WEST, 151.18 FEET; THENCE NORTHERLY, 142.11 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 623.89 FEET, THE CHORD OF SAID CURVE BEARING NORTH 09 DEGREES 31 MINUTES 35 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD AS ESTABLISHED PER DOCUMENT 145913 RECORDED JUNE 5, 1964; THENCE SOUTH 73 DEGREES 50 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1111.45 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST HALF OF SECTION 8; THENCE SOUTH 01 DEGREE 06 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE, 1189.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS ESTABLISHED PER DOCUMENT 910147 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 495.91 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 10 MINUTES 32 SECONDS WEST; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, 118.69 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 15 SECONDS WEST, 450.38 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO TEQUILA SUNRISE ENTERPRISES, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2013 AS DOCUMENT 201300024760; THENCE NORTH 09 DEGREES 39 MINUTES 35 SECONDS EAST 114.02 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 59 MINUTES 56 SECONDS WEST 2172.95 TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 00 MINUTES 04 SECONDS WEST 904.35 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

\*SURVEYOR'S NOTE: CORRECTION PER WARRANTY DEED RECORDED 1/29/2021 AS DOCUMENT NUMBER 202100002603\*

SURVEYOR'S RESPONSE TO NEAR NORTH TITLE GROUP TITLE COMMITMENT IL1808635-114 DATED SEPTEMBER 28, 2023 SCHEDULE B EXCEPTIONS

- 11. SUBJECT TO ALL ASSESSMENTS LEVIED BY SAID DISTRICT AGAINST THE LAND, PURSUANT THERETO WE NOTE THE FOLLOWING: ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7010; ORDER INCREASING ANNUAL MAINTENANCE ASSESSMENT RECORDED NOVEMBER 21, 1977 AS DOCUMENT NO. 77-7011; ORDER CONFIRMING ADDITIONAL ASSESSMENT RECORDED NOVEMBER 13, 1981 AS DOCUMENT NO. 81-4285. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
12. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN AMENDMENT TO ANNEXATION AGREEMENT ATTACHED TO ORDINANCE NO. 2004-36 RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004986 MADE BY AND AMONG THE UNITED CITY OF YORKVILLE, OCEAN ATLANTIC CHICAGO, LLC, AND OTHER PARTIES RELATING TO THE DEVELOPMENT OF THE LAND AND CHARGES IN CONNECTION THEREWITH. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 9809623, AFFECTING PART OF THE LAND. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
14. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600000993. RESPONSE: 30' WIDE SANITARY SEWER, 100' & 30' WIDE TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN HEREON
15. EASEMENT IN FAVOR OF YORKVILLE-BRISTOL SANITARY DISTRICT, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 200600004710. RESPONSE: NOT PLOTTED; PLOTS OUTSIDE AS-SURVEYED PARCEL LIMITS
16. DEED OF DEDICATION FOR PUBLIC HIGHWAY, ILLINOIS ROUTE 47, RECORDED FEBRUARY 17, 1931 IN RECORD 77, PAGE 583. RESPONSE: STATE ROUTE 47 RIGHT OF WAY AS SHOWN HEREON
17. ORDINANCE NO. 1997-\_\_\_ FOR ANNEXATION AND DEVELOPMENT OF THE LAND TO THE UNITED CITY OF YORKVILLE DATED JUNE 19, 1997, AND RECORDED JULY 21, 1997 AS DOCUMENT NO. 9706988. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE
18. ORDINANCE NO. 2004-36 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT RECORDED FEBRUARY 18, 2005 AS DOCUMENT NO. 200500004985. RESPONSE: SUBJECT PARCEL ANNEXED BY THE UNITED CITY OF YORKVILLE

ALTA TABLE A NOTES: (CORRESPONDING NUMBERS COINCIDE WITH TABLE A ITEMS)

- 2. THE CLOSEST ADDRESS TO SUBJECT SITE IS 10292 GALENA RD, BRISTOL, IL 60512.
3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17093C00306, WITH A DATE OF IDENTIFICATION OF FEBRUARY 4, 2009 (EFFECTIVE DATE), FOR COMMUNITY NUMBERS 170341 AND 170347, IN KENDALL COUNTIES, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. THE MEASURED ACREAGE OF THE PARCEL IS AS SHOWN HEREON.
5. CONTOURS SHOWN HEREON
6(a). NO ZONING REPORT WAS PROVIDED
7. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.
11(o) SURFACE EVIDENCE OF UTILITIES LYING WITHIN THE SURVEYED PROPERTY WERE LOCATED WHILE CONDUCTING THIS SURVEY AND ARE DEPICTED. UTILITY LOCATIONS SHOWN ON UTILITY MAPS PROVIDED THROUGH ONE CALL (TICKET X222571854) ARE ALSO DEPICTED ON THIS SURVEY. SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UNMARKED AND/OR BURIED UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE EXACT LOCATION INDICATED BY SAID VISIBLE EVIDENCE AND DESIGN STAGE ATLAS REQUESTS.
NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
A PRIVATE UTILITY LOCATE REQUEST WAS NOT PERFORMED BY THE SURVEYOR. OUR EXPERIENCE IN REQUESTING FIELD UTILITY LOCATES OR DESIGNATIONS DURING THE PRELIMINARY STAGE OF PROJECTS HAVE PROVEN TO BE UNSUCCESSFUL IN THE STATE OF ILLINOIS. PLANS PROVIDED THROUGH A 811 DESIGN STAGE TICKET WERE UTILIZED.
13. NAMES OF ADJOINING OWNERS OR ADJOINING LANDS ARE SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE IN THE REQUESTED AMOUNT OF HAS BEEN OBTAINED THROUGH THE DURATION OF THIS PROJECT.

nexamp logo and contact information: 101 Summer Street, 2nd Flr., Boston, MA 02110, Tel: (617) 431-1440, Fax: (978) 416-2825, Web: nexamp.com

ATWELL logo and contact information: 66650.4200, www.atwell-group.com, 1245 EAST DUELL ROAD, SUITE 100, YORKVILLE, IL 60595, DESIGN FIRM #14-0089976

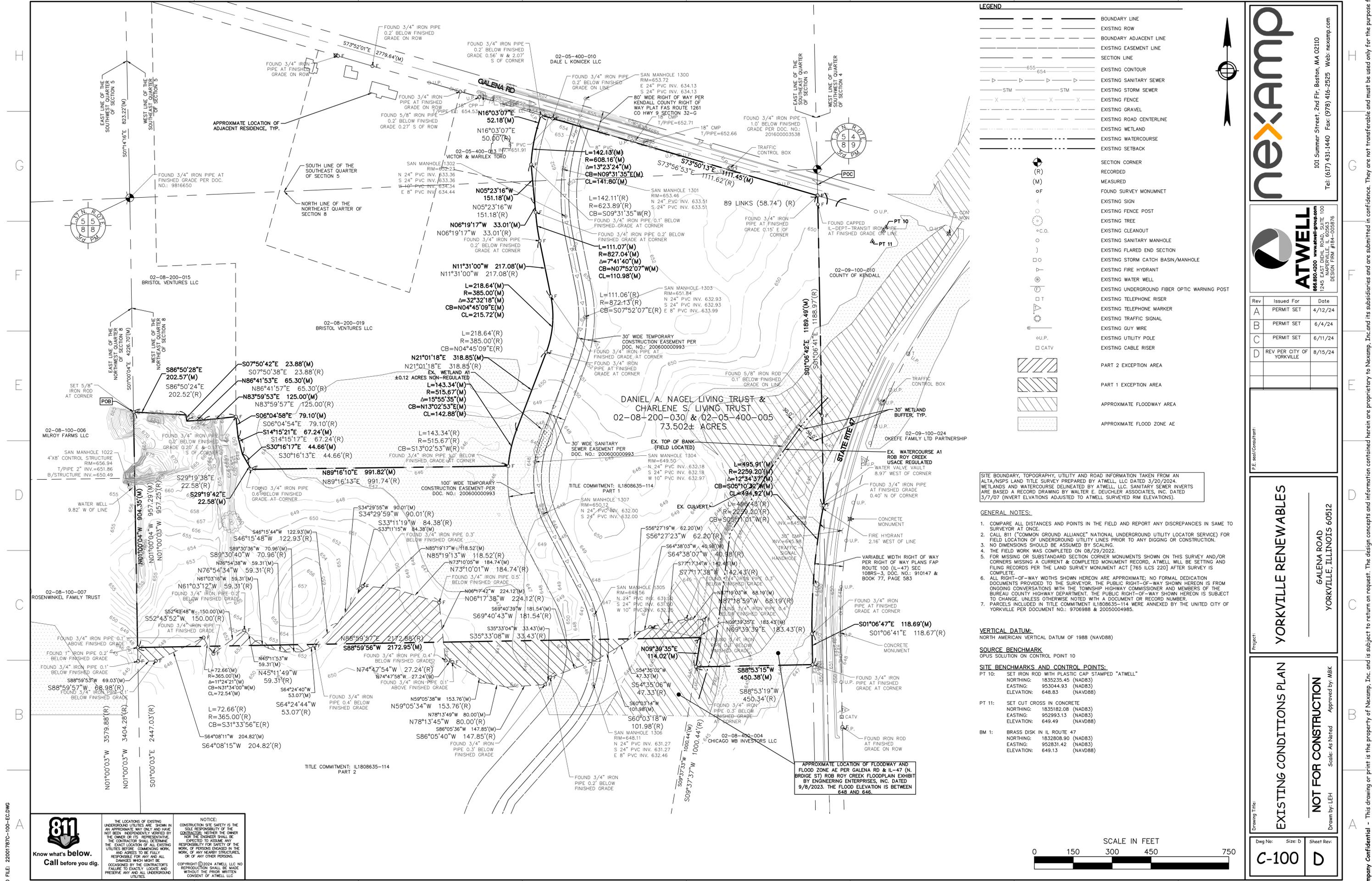
Revision table with columns: Rev, Issued For, Date. Rows A-D with details on permit sets and city reviews.

Project: YORKVILLE RENEWABLES, GALENA ROAD, YORKVILLE, ILLINOIS 60512

LEGAL DESCRIPTION, NOT FOR CONSTRUCTION, Scale: As Noted, Approved by: MBK

Dwg No: C-001, Size: D, Sheet Rev: D

811 Know what's below. Call before you dig. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE OWNER. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS. COPYRIGHT ©2024 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.



**LEGEND**

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ROAD CENTERLINE
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING SETBACK
- SECTION CORNER
- RECORDED
- MEASURED
- FOUND SURVEY MONUMENT
- EXISTING SIGN
- EXISTING FENCE POST
- EXISTING TREE
- EXISTING CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING STORM CATCH BASIN/MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER WELL
- EXISTING UNDERGROUND FIBER OPTIC WARNING POST
- EXISTING TELEPHONE RISER
- EXISTING TELEPHONE MARKER
- EXISTING TRAFFIC SIGNAL
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CABLE RISER
- PART 2 EXCEPTION AREA
- PART 1 EXCEPTION AREA
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUGLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

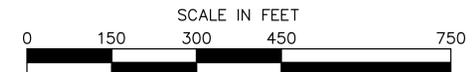
- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN THE FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
  - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
  - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
  - THE FIELD WORK WAS COMPLETED ON 08/29/2022.
  - FOR MISSING OR SUBSTANDARD SECTION CORNER MONUMENTS SHOWN ON THIS SURVEY AND/OR CORNERS MISSING A CURRENT & COMPLETED MONUMENT RECORD, ATWELL WILL BE SETTING AND FILING RECORDS PER THE LAND SURVEY MONUMENT ACT [765 ILCS 220] AFTER SURVEY IS COMPLETE.
  - ALL RIGHT-OF-WAY WIDTHS SHOWN HEREON ARE APPROXIMATE; NO FORMAL DEDICATION DOCUMENTS PROVIDED TO THE SURVEYOR. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS FROM ONGOING CONVERSATIONS WITH THE TOWNSHIP HIGHWAY COMMISSIONER AND MEMBERS OF THE BUREAU COUNTY HIGHWAY DEPARTMENT. THE PUBLIC RIGHT-OF-WAY SHOWN HEREON IS SUBJECT TO CHANGE, UNLESS OTHERWISE NOTED WITH A DOCUMENT OR RECORD NUMBER.
  - PARCELS INCLUDED IN TITLE COMMITMENT IL1808635-114 WERE ANNEXED BY THE UNITED CITY OF YORKVILLE PER DOCUMENT NO.: 9706988 & 20050004985.

**VERTICAL DATUM:**  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

**SOURCE BENCHMARK**  
OPUS SOLUTION ON CONTROL POINT 10

**SITE BENCHMARKS AND CONTROL POINTS:**

- PT 10: SET IRON ROD WITH PLASTIC CAP STAMPED "ATWELL"
- NORTHING: 1835235.45 (NAD83)
  - EASTING: 953044.93 (NAD83)
  - ELEVATION: 648.83 (NAVD88)
- PT 11: SET CUT CROSS IN CONCRETE
- NORTHING: 1835182.08 (NAD83)
  - EASTING: 952993.13 (NAD83)
  - ELEVATION: 649.49 (NAVD88)
- BM 1: BRASS DISK IN IL ROUTE 47
- NORTHING: 1832808.90 (NAD83)
  - EASTING: 952831.42 (NAD83)
  - ELEVATION: 649.13 (NAVD88)



**nexamp**

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**ATWELL**

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DESIGN FIRM #184-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**EXISTING CONDITIONS PLAN**

**NOT FOR CONSTRUCTION**

Dwg No: C-100 Size: D Sheet Rev: D

Scale: As Noted Approved by: MBK  
Drawn by: LEH

**811**  
Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE OWNER. THE CONTRACTOR, NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

- ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPLICABLE IL GENERAL NPDES PERMIT.
- EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES OR AS SOON AS PRACTICAL. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCES, STRAW BALES, SEDIMENT BASINS, ETC. AS SHOWN ON THIS PLAN. IF SHOWN ON THESE PLANS, ENERGY-DISSIPATION DEVICES OR EROSION CONTROL AT THE OUTFALL OF THE STORM SEWER SYSTEM SHALL BE INSTALLED AT THE TIME OF THE CONSTRUCTION OF THE OUTFALL.
- THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
- PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY USING OTHER SIMILAR EFFECTIVE MEANS OF SEDIMENT REMOVAL. THE HOOSING OR SWEEPING OF TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE US IS PROHIBITED. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
- ALL DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, SHALL BE MANAGED BY APPROPRIATE CONTROLS.
  - DEWATERING DISCHARGED SHALL BE TREATED OR CONTROLLED TO MINIMIZE DISCHARGES OF POLLUTANTS.
  - THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM.
  - AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING IS FOUND TO CONTAIN THESE MATERIALS.
  - TO THE EXTENT FEASIBLE, USE VEGETATED, UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE.
  - BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF THE STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL.
  - DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- ALL ON-SITE STORM DRAIN INLETS SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STRAW BALES, FILTER FABRIC, OR EQUIVALENT BARRIERS AS SHOWN ON THESE PLANS.
- EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NO LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
- THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
- ALL DISTURBED AREAS, AREAS USED FOR STORAGE OR MATERIALS THAT ARE EXPOSED TO PRECIPITATION, AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.
- CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL THAT NEEDS REPAIR OR REPLACEMENT AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS IN AN INSPECTION REPORT.
- CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
- DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BASINS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, 1987, AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
- ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (I.E. SILT FENCE, TEMPORARY STABILIZATION, ETC.). STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
- CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM DETENTION BASINS AND STORM SEWER SYSTEMS IN CONJUNCTION WITH THE FINAL STABILIZATION OF THE SITE.
- THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

**NOTE:**  
THIS SOIL EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE STORM WATER POLLUTION PLAN IN ACCORDANCE WITH THE GENERAL NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO REPORTING, INSPECTIONS, MONITORING, ETC.

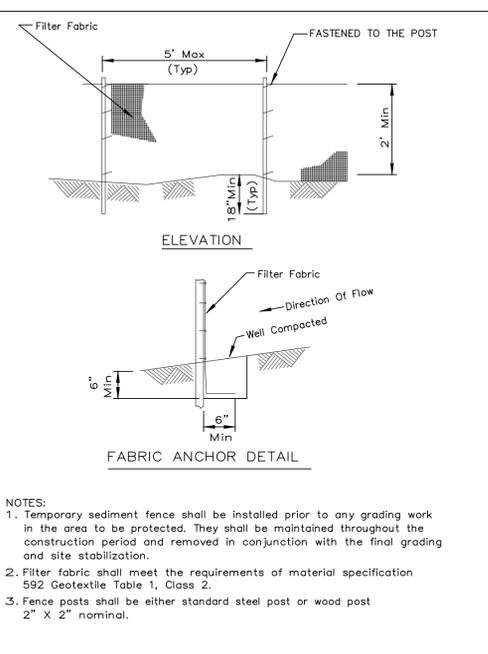
**811**  
Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER IS EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OR THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**SILT FENCE PLAN**



- NOTES:**
- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
  - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
  - Fence posts shall be either standard steel post or wood post 2" x 2" nominal.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

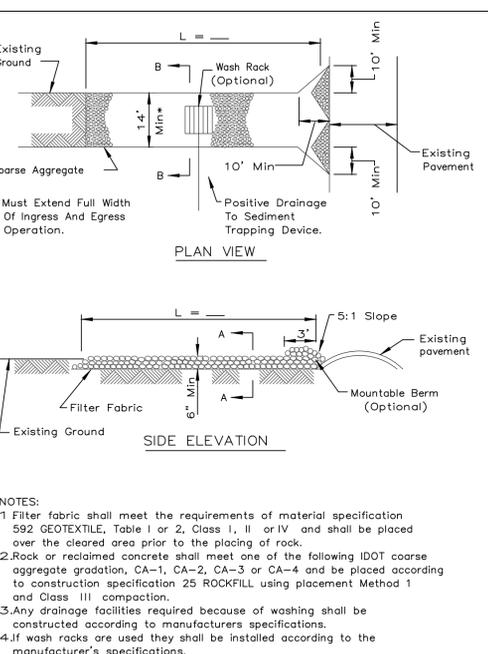
**MAINTENANCE:**  
SILT FENCE SHALL BE REMOVED ONCE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.  
SILT FENCE SHALL BE INSPECTED NO LESS FREQUENTLY THAN EVERY WEEK DURING CONSTRUCTION. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE FENCE STILL IS NECESSARY, THE FABRIC OR THE ENTIRE SYSTEM SHALL BE REPLACED PROMPTLY.  
SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE SILT FENCE.  
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, A SEEDBED PREPARED AND THE SITE VEGETATED.

**CONCRETE WASHOUT**

- INSTALLATION**  
PREFABRICATED WASHOUT SYSTEMS/CONTAINERS
- INSTALL AND LOCATE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
  - DESIGNED AND INSTALLED SYSTEMS
  - UTILIZE AND FOLLOW THE DESIGN IN THE STORM WATER POLLUTION PREVENTION PLAN TO INSTALL THE SYSTEM.
  - DEPENDENT UPON THE TYPE OF SYSTEM, EITHER EXCAVATE THE PIT OR INSTALL THE CONTAINMENT SYSTEM.
  - A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
  - INSTALL THE POLYETHYLENE LINING FOR EXCAVATED SYSTEMS. THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
  - PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
  - PLACE A NON-COLLAPSING, NON-WATER HOLDING COVER OVER THE WASHOUT FACILITY PRIOR TO A PREDICTED RAINFALL EVENT TO PREVENT ACCUMULATION OF WATER AND POSSIBLE OVERFLOW OF THE SYSTEM (OPTIONAL).
  - INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
  - POST SIGNS DIRECTING CONTRACTORS AND SUPPLIERS TO DESIGNATED LOCATIONS.
  - WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS (SEE TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD) OR ALTERNATIVE APPROACH PAD FOR CONCRETE WASHOUT SYSTEMS.

- MAINTENANCE**
- INSPECT DAILY AND AFTER EACH STORM EVENT.
  - INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
  - INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
  - INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
  - ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
  - EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
  - PREFABRICATED SYSTEMS SHOULD ALSO UTILIZE THIS CRITERION, UNLESS THE MANUFACTURER HAS ALTERNATE SPECIFICATIONS.
  - UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
  - DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
  - THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
  - THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
  - CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER DEWATERING.
  - PREFABRICATED UNITS ARE OFTEN PUMPED AND THE COMPANY SUPPLYING THE UNIT PROVIDES THIS SERVICE.
  - INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
  - WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSAL OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM SHALL BE CHECKED LOCALLY.
  - HOLES, DEPRESSIONS AND OTHER LAND DISTURBANCES ASSOCIATED WITH THE SYSTEM SHOULD BE BACKFILLED, GRADED, AND STABILIZED.

**STABILIZED CONSTRUCTION ENTRANCE PLAN**



- NOTES:**
- Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
  - Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
  - Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
  - If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**CONTRACTOR CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

**GENERAL CONTRACTOR NAME** \_\_\_\_\_

**GENERAL CONTRACTOR ADDRESS** \_\_\_\_\_

**GENERAL CONTRACTOR TELEPHONE** \_\_\_\_\_

**GENERAL CONTRACTOR SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SITE ADDRESS** \_\_\_\_\_

**OWNER** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SUBCONTRACTOR NAME** \_\_\_\_\_

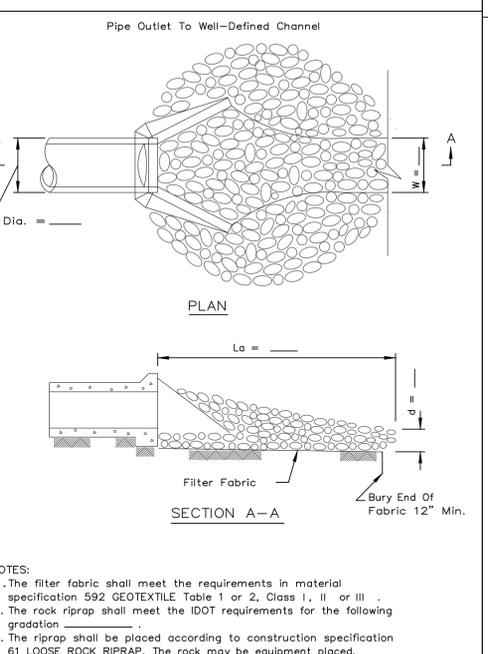
**SUBCONTRACTOR ADDRESS** \_\_\_\_\_

**SUBCONTRACTOR TELEPHONE** \_\_\_\_\_

**SUBCONTRACTOR SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PIPE OUTLET TO CHANNEL**

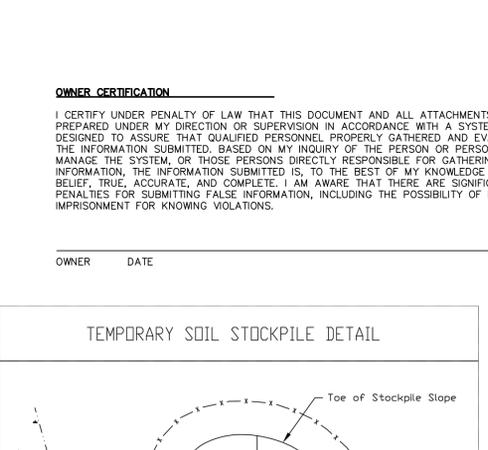


- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
  - The rock riprap shall meet the IDOT requirements for the following gradation \_\_\_\_\_.
  - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

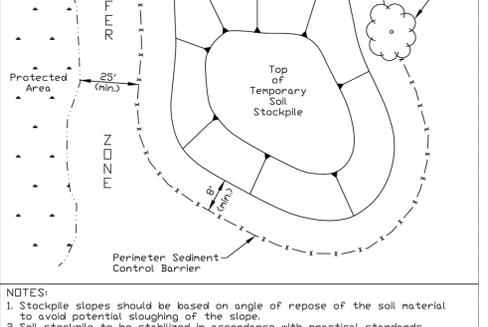
REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**OWNER CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

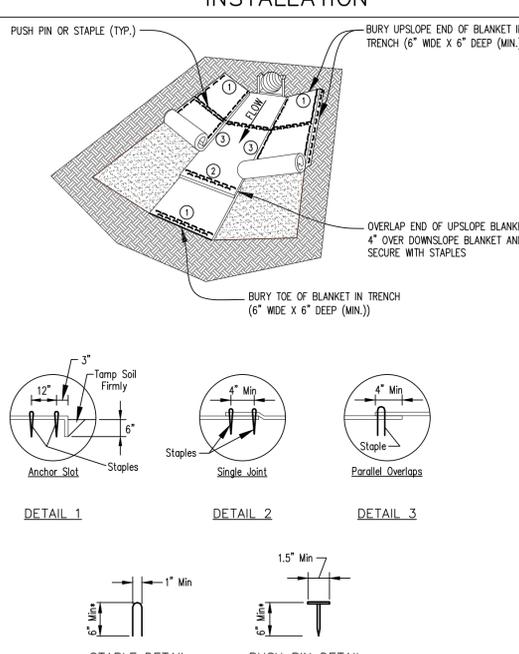


- NOTES:**
- Stockpile slopes should be based on angle of repose of the soil material to avoid potential sloughing of the slope.
  - Soil stockpile to be stabilized in accordance with practical standards.
  - Do not locate stockpile within overlaid drainage flow path, designated floodways, drip line or over the root crown of adjacent trees.
  - Provisions for sediment control practices may be required along haul roads and entrance/exit locations for access the soil stockpile that can create flow path for stormwater runoff.
  - Installation of benches, terraces, or slope interrupters should be considered.
  - Avoid building soil stockpiles on impervious surfaces.
  - Linear sediment trap surrounding the stockpile base may be used to control sediment.



REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

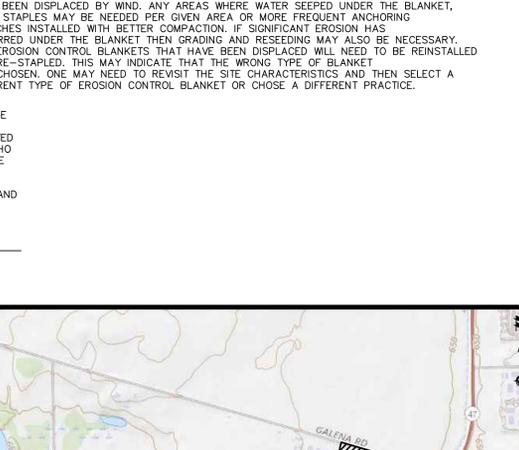
**EROSION CONTROL BLANKET - CHANNEL INSTALLATION**



- NOTES:**
- The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class I, II or III.
  - The rock riprap shall meet the IDOT requirements for the following gradation \_\_\_\_\_.
  - The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE Project	DESIGNED Date	CHECKED Date	APPROVED Date
Project	Date	Date	Date

**MAINTENANCE:**  
INSPECT ALL EROSION CONTROL BLANKETS PERIODICALLY AND AFTER RAINSTORMS TO CHECK FOR DAMAGE DUE TO WATER RUNNING UNDER THE BLANKET OR IF THE BLANKETS THAT HAVE BEEN DISPLACED BY WIND. ANY AREAS WHERE WATER SEEPED UNDER THE BLANKET, MORE STAPLES MAY BE NEEDED PER GIVEN AREA OR MORE FREQUENT ANCHORING TRENCHES INSTALLED WITH BETTER COMPACTION. IF SIGNIFICANT EROSION HAS OCCURRED UNDER THE BLANKET THEN GRADING AND REPAIRS MAY ALSO BE NECESSARY. ANY EROSION CONTROL BLANKETS THAT HAVE BEEN DISPLACED WILL NEED TO BE REINSTALLED AND RE-STAPLED. THIS MAY INDICATE THAT THE WRONG TYPE OF BLANKET WAS CHOSEN. ONE MAY NEED TO REVISIT THE SITE CHARACTERISTICS AND THEN SELECT A DIFFERENT TYPE OF EROSION CONTROL BLANKET OR CHOSE A DIFFERENT PRACTICE.



**SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS**

**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-201** Size: **D** Sheet Rev: **D**

**nexamp**

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Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com

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DESIGN FIRM # 84-008976

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

PROJECT	DESIGNED	CHECKED	APPROVED
Date	Date	Date	Date

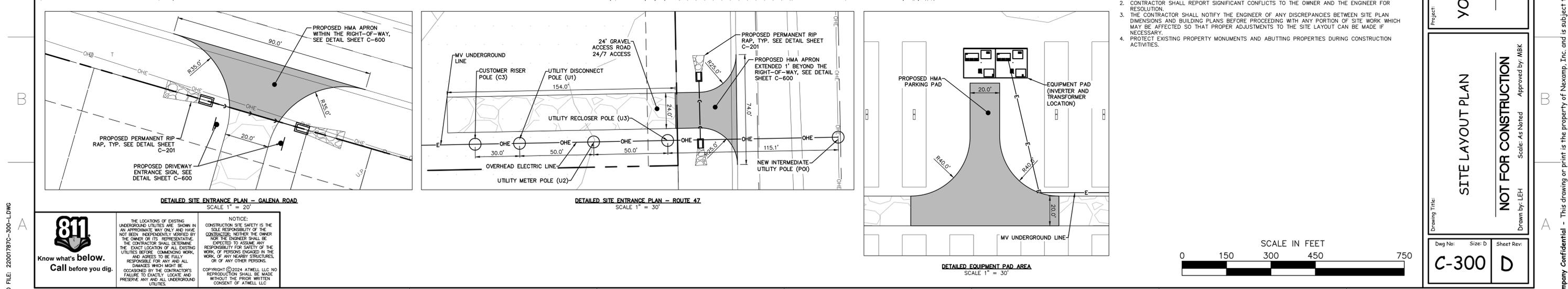
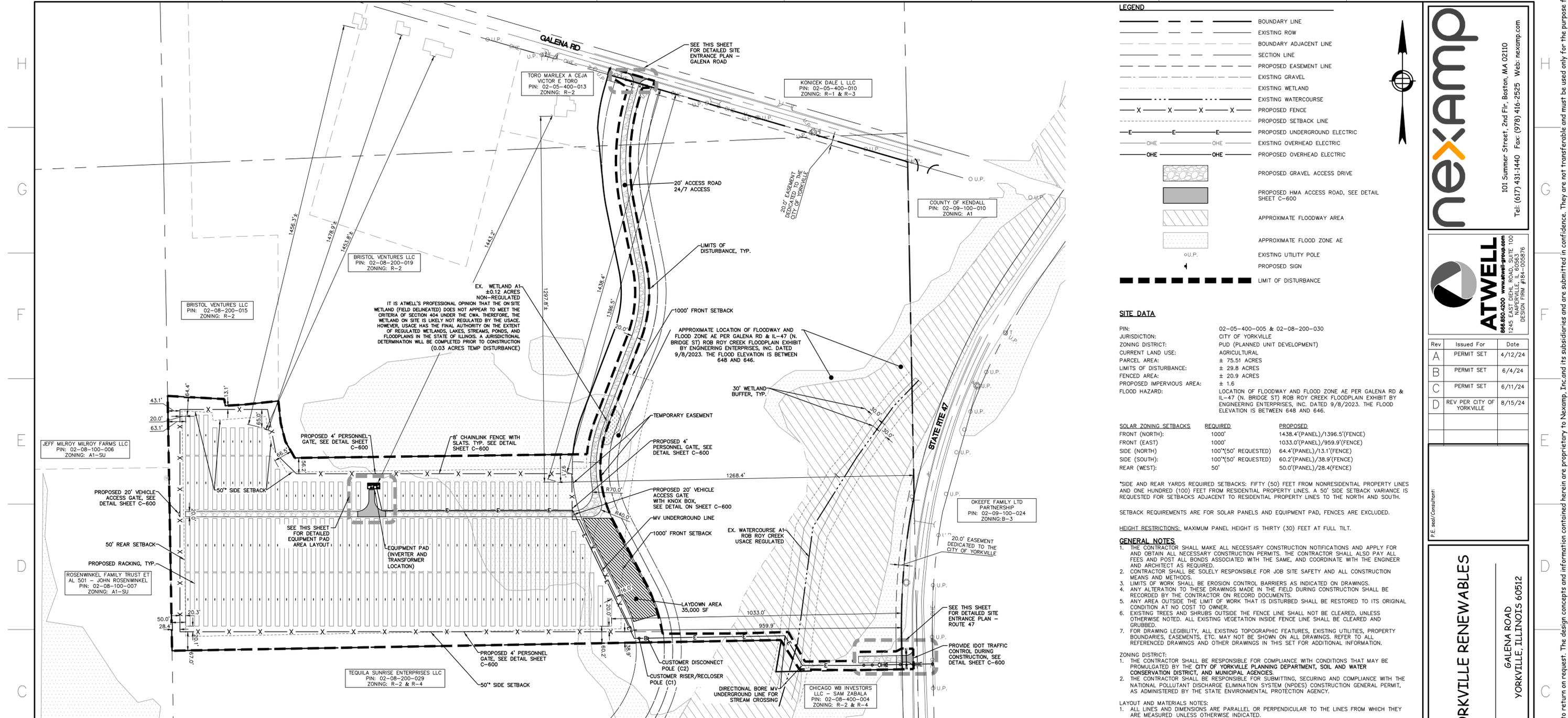
**YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS**

**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-201** Size: **D** Sheet Rev: **D**



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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**SITE LAYOUT PLAN**

**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawn by: LEH

Dwg No: **C-300** Size: **D** Sheet Rev: **D**

**STORMWATER SUMMARY**

DISTURBED AREA: 29.8± ACRES  
 PROPOSED IMPERVIOUS AREA: 1.6 ± ACRES  
 AVERAGE EXISTING SOIL RATING: D

EXISTING COVER: STRAIGHT ROW CROPS  
 ON FOR EXISTING SITE: 87

PROPOSED COVER: BRUSH-WEED-GRASS  
 ON FOR PROPOSED SITE: 57

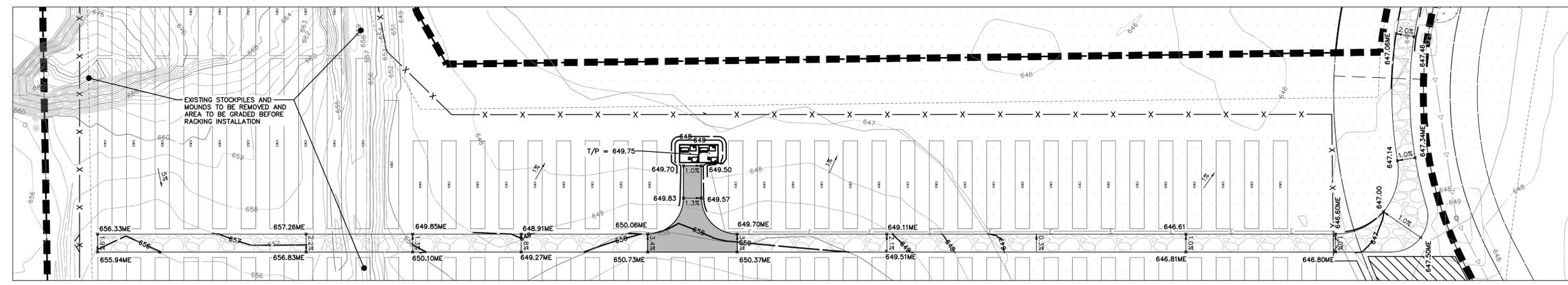
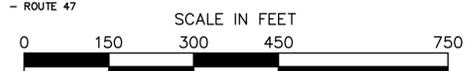
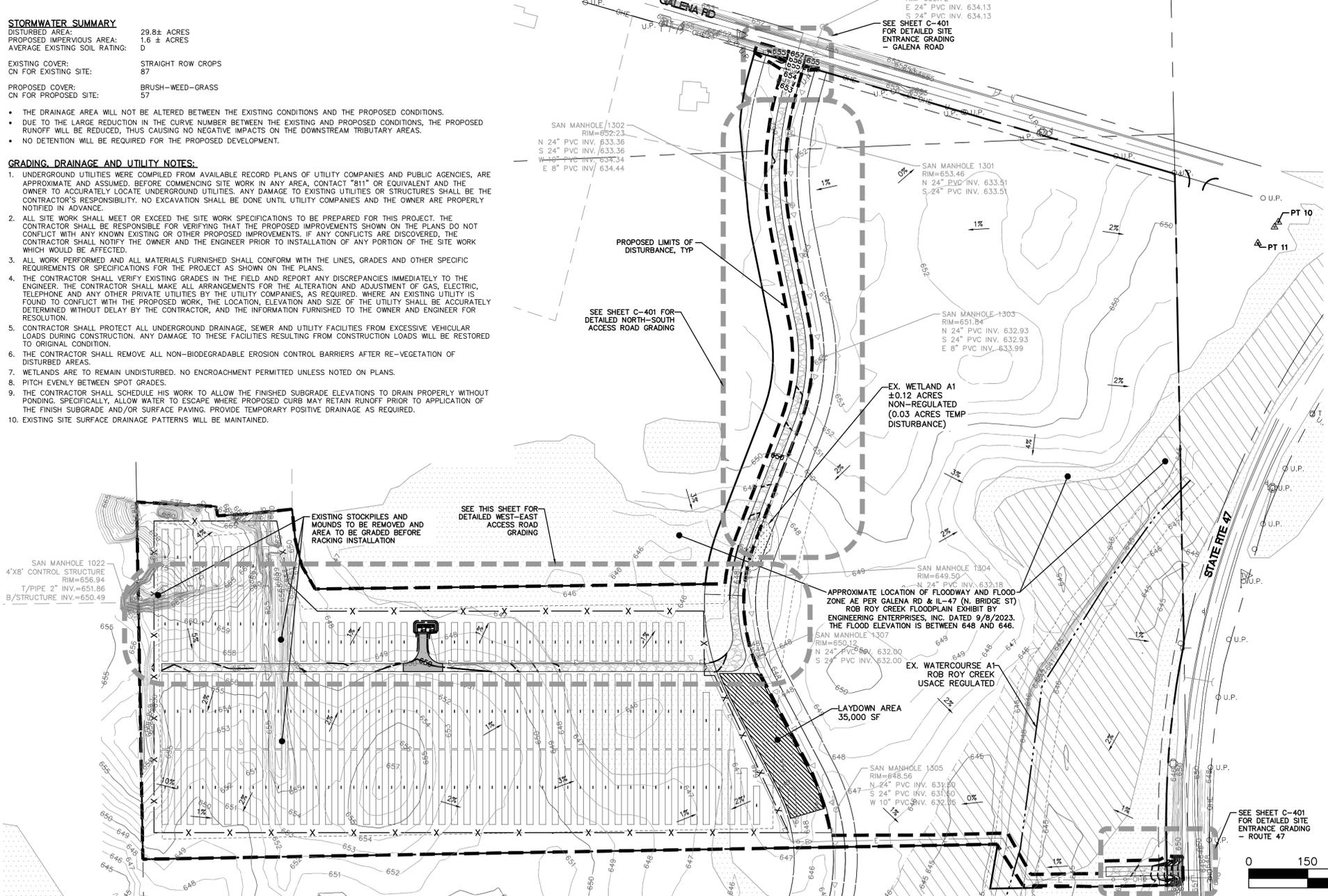
- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.

**GRADING, DRAINAGE AND UTILITY NOTES:**

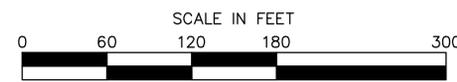
1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE HIS WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING WATERCOURSE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMITS OF DISTURBANCE
- PROPOSED FENCE
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED HVA ACCESS DRIVE
- PROPOSED HVA ACCESS ROAD, SEE DETAIL SHEET C-600
- APPROXIMATE FLOODWAY AREA
- APPROXIMATE FLOOD ZONE AE
- EXISTING UTILITY POLE
- PROPOSED END SECTION



**DETAILED WEST-EAST ACCESS ROAD GRADING**  
 SCALE 1" = 60'



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B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

PE Seal/Consultant:

**YORKVILLE RENEWABLES**

GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**GRADING AND STORMWATER PLAN**

**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawn by: LEH

Dwg No: **C-400** Size: D Sheet Rev: **D**

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**PLANT CALCULATIONS**

**ORDNANCE COMPLIANCE MATRIX**

Acres: 29.8  
 Street Frontage (Galena Rd): 1111.45 feet  
 Street Frontage (IL Route 47): 614.60 feet  
 East Fence Line Transition zone: 600 feet (+/-)  
 North and South Property Line Transition zone: 3275 feet (+/-)  
 USDA Zone: 5 (20 degrees to 10 degrees)

**Ch. 12 LANDSCAPE ORDINANCE (PER OLD ORDINANCE)**

**Section 8-1.2.3. GENERAL STANDARDS**

A. Parkway Landscaping requirement

required	provided
23 trees along Galena Road	23 trees along Galena Road
13 trees along IL Route 47	13 trees along IL Route 47

**Ch. 5 DEVELOPMENT STANDARDS (PER NEW UDC)**

**Section 10-5.3 Landscape requirement**

F. Transition Zone Landscape Requirements

required	provided
30 shade trees	30 "shade trees"
30 understory trees	30 "understory trees"
14 "evergreen trees"	14 "shrubs"

\*Modified transition zone D is proposed along eastern fence line. Request City of Yorkville to approve modified plantings along North and South property lines.

**PLANT SCHEDULE**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MATURE HEIGHT	MIXTURE % (GENUS)
<b>SHADE TREES</b>						
AC	13	Acer spicatum 'Majestic'	Majorica Sugar Maple	2.5" Cal.	60' Ht.	20%
GK	13	Ginkgo biloba, spp. (male only)	Ginkgo	2.5" Cal.	40-50' Ht.	20%
TA	13	Tilia americana	American Linden	2.5" Cal.	40-50' Ht.	20%
CO	14	Celtis occidentalis	Hickory	2.5" Cal.	30-50' Ht.	21%
QM	13	Quercus macrocarpa	Bur Oak	2.5" Cal.	120' Ht.	20%
<b>Total</b>	<b>66</b>					
<b>UNDERSTORY TREES</b>						
AG	6	Amelanchier grandiflora	Asple Serviceberry	1.5" Cal. Or 6" Ht.	20-25' Ht.	20%
CB	6	Carpinus betulus	Hornbeam	1.5" Cal. Or 6" Ht.	20-45' Ht.	20%
CC	6	Cercis canadensis	Redbud	1.5" Cal. Or 6" Ht.	30-35' Ht.	20%
HV	6	Hamelalis virginiana	Common Witch Hazel	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
SI	6	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Lilac	1.5" Cal. Or 6" Ht.	15-25' Ht.	20%
<b>Total</b>	<b>30</b>					
<b>EVERGREEN TREES</b>						
PA	4	Phoebe abies 'Cupressina'	Columnar Norway Spruce	6" Ht.	20' Ht.	13%
PO	4	Phoebe amena 'Bruni'	Bruni Serbian Spruce	6" Ht.	30' Ht.	13%
JS	3	Juniperus scopulorum 'ColoGreen'	ColoGreen Juniper	6" Ht.	15'-20' Ht.	10%
PF	3	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	6" Ht.	20-25' Ht.	10%
<b>Total</b>	<b>14</b>					
<b>SHRUBS</b>						
CS	99	Cornus sericea	Redtwig Dogwood	2" Ht.	6-12' Ht.	19%
EA	107	Eutonymus alatus	Winged Eutonymus	2" Ht.	6-12' Ht.	21%
IB	106	Ilex decidua	Winged Eutonymus	2" Ht.	7-10' Ht.	21%
SN	99	Sambucus nigra canadensis	Common Elderberry	2" Ht.	6-12' Ht.	19%
CA	97	Corylus americana	American Hazelnut	2" Ht.	10' Ht.	19%
<b>Total</b>	<b>508</b>					

**LEGEND**

- BOUNDARY LINE
- - - EXISTING ROW
- - - BOUNDARY ADJACENT LINE
- - - SECTION LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING GRAVEL
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- - - EXISTING SANITARY SEWER
- - - PROPOSED STORM SEWER
- - - PROPOSED UNDERGROUND ELECTRIC
- - - EXISTING OVERHEAD ELECTRIC
- - - PROPOSED OVERHEAD ELECTRIC
- - - EXISTING WETLAND
- - - EXISTING WATERCOURSE
- - - PROPOSED FENCE

- [Pattern] PROPOSED GRAVEL ACCESS DRIVE
- [Pattern] PROPOSED HMA ACCESS ROAD, SEE DETAIL SHEET C-600
- [Pattern] PROPOSED POLLINATOR SEED MIX, SEE SEED MIX THIS SHEET
- [Pattern] PROPOSED IDOT CLASS 2A: SALT TOLERANT ROADSIDE MIXTURE SHADE SEED
- [Pattern] APPROXIMATE FLOODWAY AREA
- [Pattern] APPROXIMATE FLOOD ZONE AE
- o.u.p. EXISTING UTILITY POLE
- o EXISTING SHRUB
- o PROPOSED SHADE TREE
- o PROPOSED UNDERTORY TREE
- o PROPOSED EVERGREEN TREE

**PLANTING NOTES:**

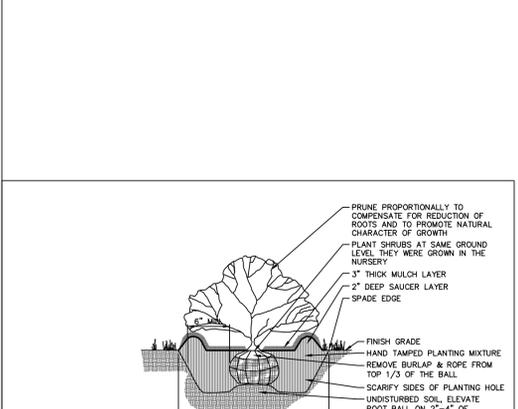
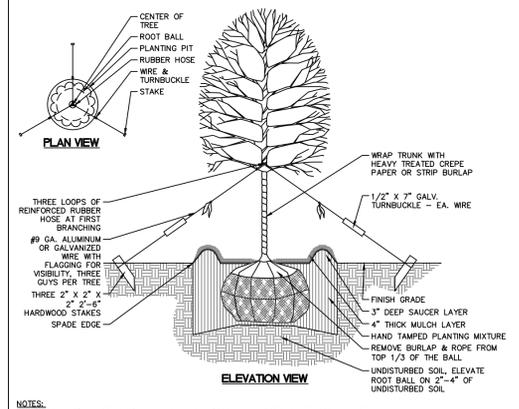
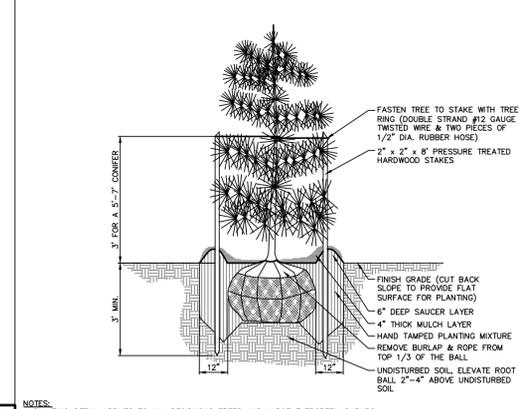
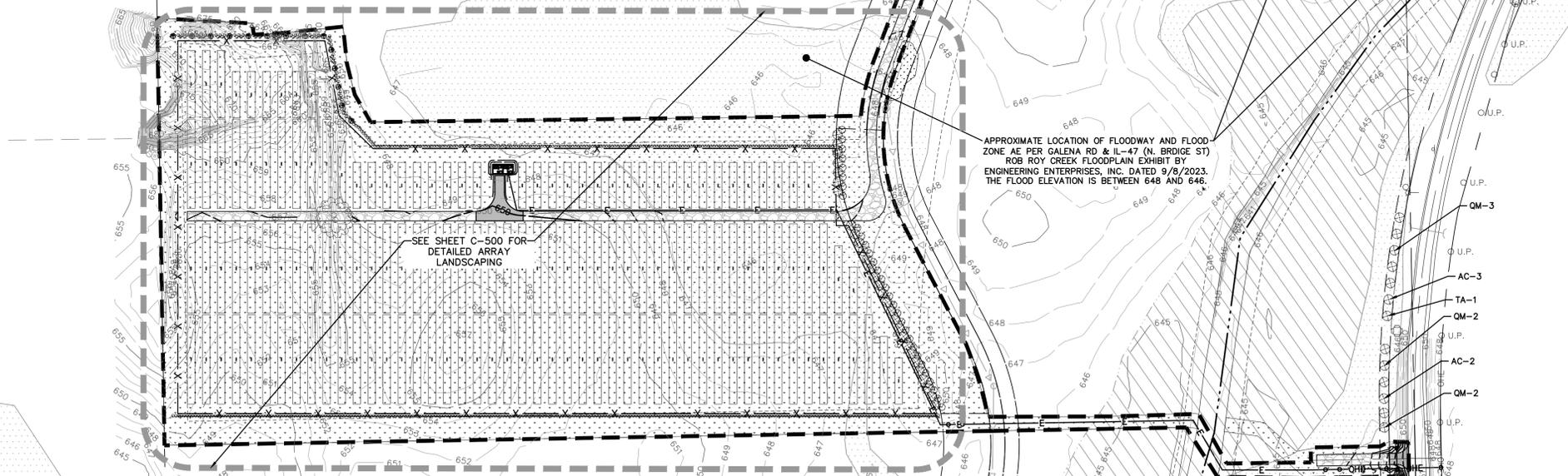
- ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
- ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
- PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
- PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL OR AT SUCH TIMES AS APPROVED BY THE OWNER.
- PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
- REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
- ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
- THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



**Yorkville Solar Proposed Array Mix**  
February 2024

Common Name	Scientific Name	% of Mix	Seeds/m <sup>2</sup>	Total
<b>Grasses</b>				
Sideoats Grama	Bouteloua curtipendula	19.83%	5.0	2.28 PLS/lb
Prairie Blume	Bromus kalmii	0.67%	0.3	0.10 PLS/lb
Prairie Owl Sedge	Carex brexor	0.04%	3.7	0.30 PLS/lb
Bicknell's Sedge	Carex bicknellii	1.05%	0.8	0.12 PLS/lb
Troublesome Sedge	Carex molleata	2.00%	2.1	0.23 PLS/lb
Brown Fox Sedge	Carex vaginosa	2.17%	9.2	0.28 PLS/lb
Silky Wild Rye	Elymus villosus	6.52%	1.5	0.75 PLS/lb
Little Bluestem	Schizachyrium scoparium	38.00%	24.1	4.37 PLS/lb
Prairie Dropseed	Sporobolus heterolepis	0.43%	0.3	0.05 PLS/lb
<b>Forbs</b>				
Common Yarrow	Achillea millefolium	0.48%	3.6	0.08 PLS/lb
Hooding Onion	Allium canadense	0.26%	0.1	0.03 PLS/lb
Lead Plant	Amorpha canadensis	1.44%	1.0	0.17 PLS/lb
Canada Anemone	Anemone canadensis	0.05%	0.0	0.01 PLS/lb
Wild Columbine	Aquilegia canadensis	0.05%	0.1	0.01 PLS/lb
Common Milkweed	Asclepias syriaca	0.37%	0.1	0.04 PLS/lb
Butterfly Milkweed	Asclepias tuberosa	0.35%	0.1	0.04 PLS/lb
Canada Milkvech	Astragalus canadensis	1.18%	0.8	0.14 PLS/lb
Calico Aster	Symphoricarpos lateriflorum	0.05%	0.5	0.01 PLS/lb
Partridge Pea	Chamaecrista fasciculata	3.38%	0.4	0.39 PLS/lb
White Prairie Clover	Dalea candida	4.43%	3.6	0.51 PLS/lb
Purple Prairie Clover	Dalea purpurea	6.55%	5.0	0.75 PLS/lb
Clean Garden	Gentiana florida	0.05%	0.3	0.01 PLS/lb
Prairie Blazing Star	Liatris pycnostachya	0.26%	0.1	0.03 PLS/lb
Virginia Mountain Mint	Pycnanthemum virginianum	0.10%	0.9	0.01 PLS/lb
Prairie Wild Rose	Rosa arkansana	0.32%	0.0	0.04 PLS/lb
Black-eyed Susan	Rudbeckia hirta	2.09%	6.1	0.24 PLS/lb
Gray Goldenrod	Solidago nemoralis	0.05%	0.6	0.01 PLS/lb
Ohio Goldenrod	Solidago ohioensis	0.05%	0.2	0.01 PLS/lb
Sky Blue Aster	Symphoricarpos	0.17%	0.6	0.02 PLS/lb
Ohio Spikenard	Tridactmia orientalis	0.26%	0.1	0.03 PLS/lb
Hoop Nettle	Thalictrum flavum	1.66%	1.8	0.18 PLS/lb
Garden Alexanders	Zizia aurea	2.61%	1.2	0.30 PLS/lb

Seeding rate 11.5 lbs. per acre; 76.1 seeds per square foot.  
 Northern L. poorly drained B.



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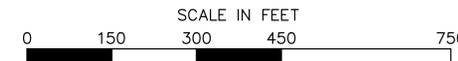
- PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
- SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
- CONTRACTOR SHALL PRUNE PER TREE PRUNING DETAIL AS NEEDED.
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
- REMOVE TREE RINGS, AND CUTS/STAKES ONE YEAR AFTER INSTALLATION.
- WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.
- TREE SHALL BE PLACED IN SAME ORIENTATION AS IT WAS GROWN AT THE NURSERY.
- PLANTING MIXTURE SHALL INCLUDE:
  - 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
  - 4 PARTS NATIVE SOIL
  - 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE

**NOTES:**

- PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
- SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
- CONTRACTOR SHALL PRUNE PER TREE PRUNING DETAIL AS NEEDED.
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
- REMOVE TREE RINGS, TREE WRAP AND CUTS/STAKES ONE YEAR AFTER INSTALLATION.
- WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.
- TREE SHALL BE PLACED IN SAME ORIENTATION AS IT WAS GROWN AT THE NURSERY.
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**NOTES:**

- PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISH GRADE.
- IF ROOTBALL IS WRAPPED IN NON-Biodegradable BURLAP, REMOVE ENTIRE WRAP AFTER PLACED IN PIT.
- PLANTING MIXTURE SHALL INCLUDE:
  - 1 PART PEAT OR OTHER APPROVED ORGANIC MATTER
  - 4 PARTS NATIVE SOIL
  - 1/2 LB 10-10-10 FERTILIZER PER CU. YD. OF BACKFILL OR APPROVED SUBSTITUTE



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D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**

Project: **YORKVILLE RENEWABLES**

GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**LANDSCAPE PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
 Drawn by: LEH

Dwg No: **C-500** Size: D Sheet Rev: **D**

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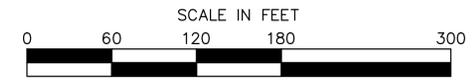
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P.E. seal/Consultant:

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GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title: **DETAILED LANDSCAPE PLAN**  
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Scale: As Noted Approved by: MBK  
Drawn by: LEH

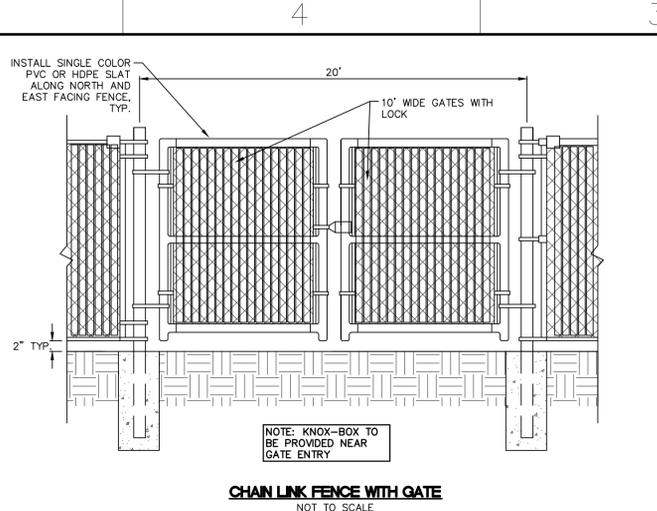
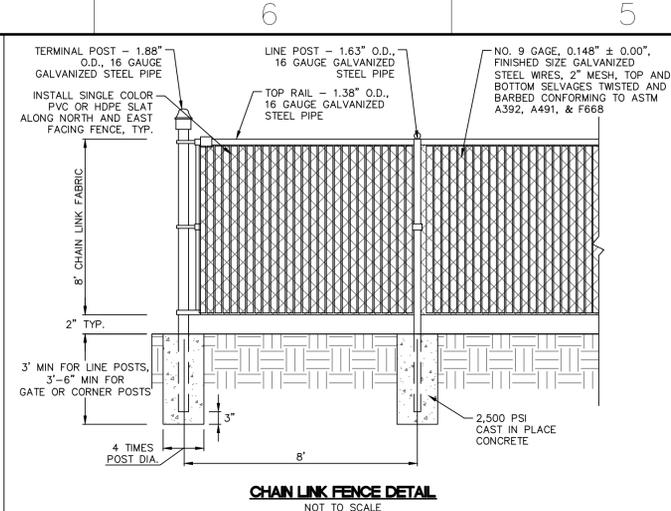
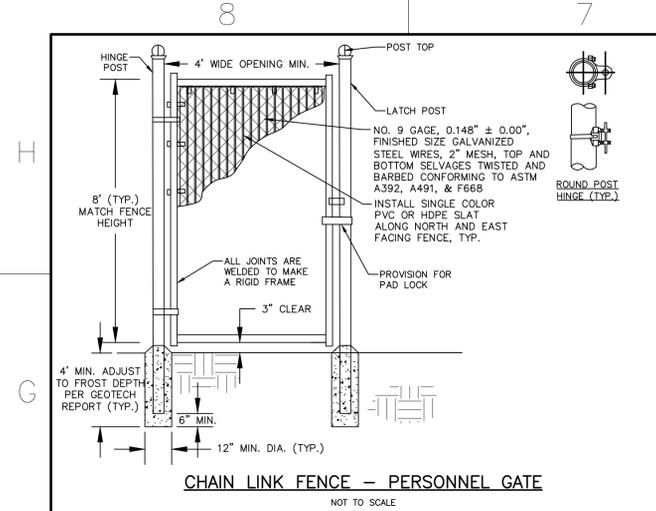
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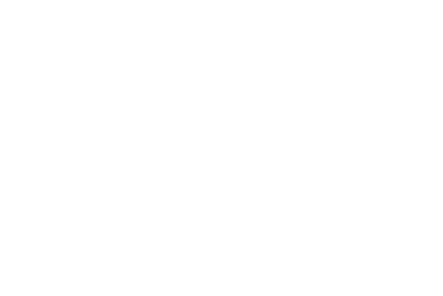
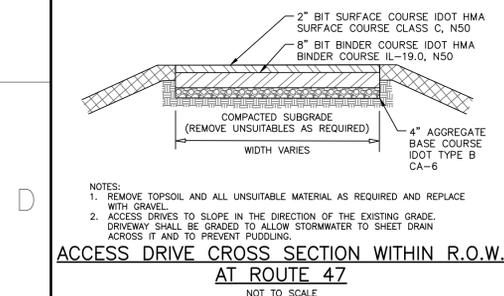
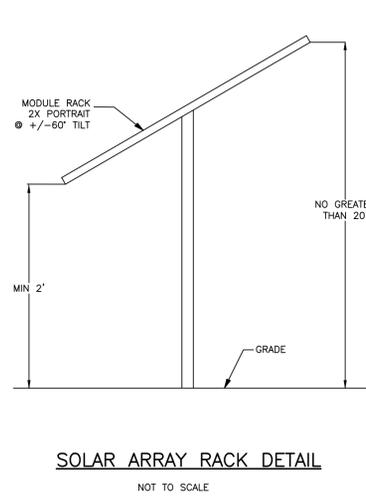
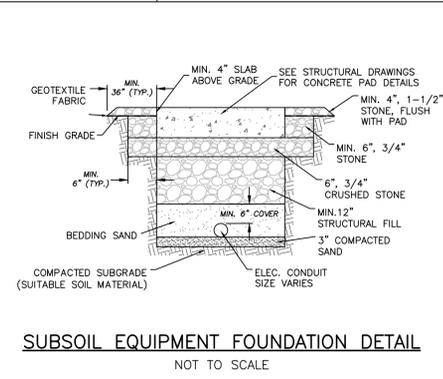
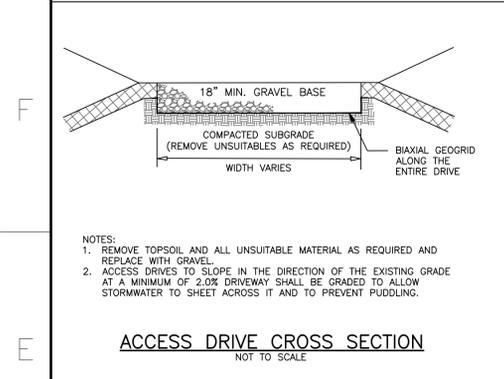


**IN THE EVENT OF AN EMERGENCY**  
**PLEASE DIAL 9-1-1**  
 FOLLOWED BY A SECOND CALL TO:  
 857-239-0057  
 YOUR LOCATION IS:  
 TBD, Galena Road  
 Yorkville, IL 60512

NOTES:  
 1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.  
 2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

**EMERGENCY CONTACT SIGN**  
 NOT TO SCALE

**"DANGER" WARNING SIGN**  
 NOT TO SCALE



**GENERAL NOTES**

This Standard is to be used for all standard equipment, workers or their activities will ensure in the area 12' (4.2 m) to 24' (7.6 m) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	Engine (ft/min)	FORNULUS
40 mph (70 km/h) or less	L=50'	$L = \frac{50 \times S}{V}$
45 mph (80 km/h) or greater	L=60'	$L = \frac{60 \times S}{V}$

**TYPICAL APPLICATIONS**

- Utility operations
- Street construction
- Site clear
- Guardrail installation and maintenance
- Deliverer installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

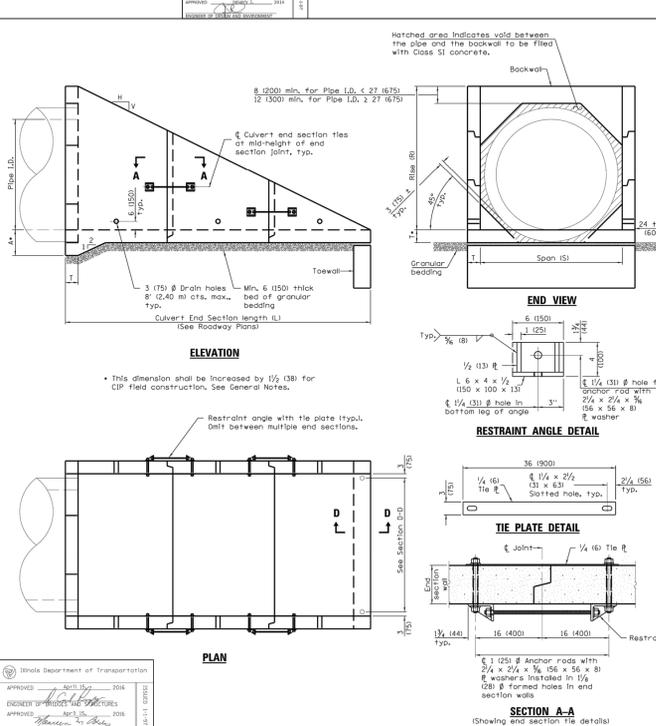
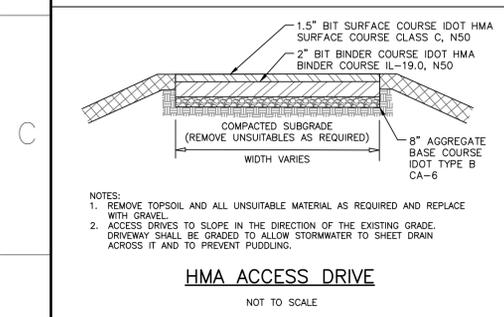
**SYMBOLS**

- Work area
- Sign
- Core, drum or barricade

**DATE REVISIONS**

DATE	REVISIONS
11-13-24	Revised warning sign number to agree with current MUTCD
1-11-23	Updated base WORKAREA sign

**OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24' (600 mm) FROM PAVEMENT EDGE**  
 STANDARD 701006-05



**STANDARD DETAILS**  
**NOT FOR CONSTRUCTION**  
 Scale: As Noted  
 Approved by: MBK  
 Drawing Title: YORKVILLE RENEWABLES  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**CONCRETE END SECTIONS FOR PIPE CULVERTS**  
 15' (375 mm) THRU 84" (2100 mm) DIA.  
 STANDARD 542001-06

**GENERAL NOTES**

This Standard is for use with single pipe culverts and multiple culvert installations. For multi-pipe culvert installations, place the end sections side-by-side leaving a 3" (75 mm) space between adjacent end sections and fill the space with Class II concrete.

The number of segments shown in elevation is for example only. The length and number of precast sections required to construct the end section shall be determined by the Contractor.

See roadway plans for slope (V&H) and pipe inside diameter.

End section may be installed up to ± 15 degrees skewed with roadway.

2 1/4" x 2 1/4" x 1/2" (66 x 66 x 13) plate washers shall be provided under each nut required for the anchor rods. Holes in the washers for the culvert tie assembly may be drilled using core bits in lieu of formed holes.

See Standard 542311 for end sections having traversable pipe grate.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

**DATE REVISIONS**

DATE	REVISIONS
4-15-16	Added general note for multiple end sections.
4-1-16	Added note to omit restraints on end and tie bolts for suit. and sections.

**Know what's below.**  
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS DRAGGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES

Scale: As Noted

Approved by: MBK

Dwg No: C-600

Size: D

Sheet Rev: D

**AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) AND ILLINOIS DEPARTMENT OF AGRICULTURE (IDOA) CONSTRUCTION NOTES**

- GUY WIRES AND ANCHORS
  - BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, IN AREAS OF CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM INSTEAD ALONG EXISTING UTILITY LINES AND ON LAND OTHER THAN CROPLAND, WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND.
- UNDERGROUND CABLING DEPT
  - UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE FENCE OF THE SOLAR PANELS SHALL BE BURIED WITH:
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
    - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND OR OTHER NON-CROPLAND CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURE LAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
    - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
- TOPSOIL REMOVAL AND REPLACEMENT
  - ANY EXCAVATION SHALL BE PERFORMED IN A MANNER TO PRESERVE TOPSOIL. BEST EFFORTS SHALL BE MADE TO STORE THE TOPSOIL NEAR THE EXCAVATION SITE IN SUCH A MANNER THAT IT SHALL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
  - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
  - WHEN BACKFILLING AN EXCAVATION SITE, BEST EFFORTS SHALL BE MADE TO ENSURE THE STOCKPILED SUBSOIL MATERIAL WILL BE PLACED BACK INTO THE EXCAVATION SITES BEFORE REPLACING THE TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
  - REFER TO NOTE 6 FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
  - BEST EFFORTS SHALL BE PERFORMED TO PLACE THE TOPSOIL IN A MANNER SO THAT AFTER SETTLING OCCURS, THE TOPSOIL'S ORIGINAL DEPTH AND CONTOUR WILL BE RESTORED AS CLOSE AS REASONABLY PRACTICABLE. THE SAME SHALL APPLY WHERE EXCAVATIONS ARE MADE FOR ROAD, STREAM, DRAINAGE TRENCH, OR OTHER CROSSINGS. IN NO INSTANCE SHALL THE TOPSOIL MATERIALS BE USED FOR ANY OTHER PURPOSE UNLESS AGREED TO EXPLICITLY AND IN WRITING BY THE LANDOWNER.
  - BASED ON THE MUTUAL AGREEMENT OF THE LANDOWNER AND FACILITY OWNER, EXCESS SOIL MATERIAL RESULTING FROM SOLAR FACILITY EXCAVATION SHALL EITHER BE REMOVED OR STORED ON THE LANDOWNER'S PROPERTY AND RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
- REROUTING AND PERMANENT REPAIR OF AGRICULTURAL DRAINAGE TILES
  - THE FOLLOWING STANDARDS AND POLICIES SHALL APPLY TO UNDERGROUND DRAINAGE TILE LINE(S) DIRECTLY OR INDIRECTLY AFFECTED BY CONSTRUCTION:
    - PRIOR TO CONSTRUCTION, THE CONTRACTOR AND OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERGROUND AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
    - THE LOCATION OF ALL DRAINAGE TILE LINES LOCATED ADJACENT TO OR WITHIN THE FOOTPRINT OF THE FACILITY SHALL BE RECORDED USING GLOBAL POSITIONING SYSTEMS (GPS) TECHNOLOGY. WITHIN 60 DAYS AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL PROVIDE THE OWNER, LANDOWNER, THE IDOA, AND THE RESPECTIVE COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD) WITH "AS BUILT" DRAWINGS (STRIP MAPS) SHOWING THE LOCATION OF ALL DRAINAGE TILE LINES BY SURVEY STATION ENCOUNTERED IN THE CONSTRUCTION OF THE FACILITY, INCLUDING ANY TILE LINE REPAIR LOCATION(S), AND ANY UNDERGROUND CABLE INSTALLED AS PART OF THE FACILITY.
    - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE
      - IF DRAINAGE TILE LINES ARE DAMAGED BY THE FACILITY, THE CONTRACTOR SHALL REPAIR THE LINES OR INSTALL NEW DRAINAGE TILE LINE(S) OF COMPARABLE QUALITY AND COST TO THE ORIGINAL(S), AND OF SUFFICIENT SIZE AND APPROPRIATE SLOPE IN LOCATIONS THAT LIMIT DIRECT IMPACT FROM THE FACILITY. IF THE DAMAGED TILE LINES CAUSE AN UNREASONABLE DISRUPTION TO THE DRAINAGE SYSTEM, AS DETERMINED BY THE LANDOWNER, THEN SUCH REPAIRS SHALL BE MADE PROMPTLY TO ENSURE APPROPRIATE DRAINAGE. ANY NEW LINE(S) MAY BE LOCATED OUTSIDE OF, BUT ADJACENT TO THE PERIMETER OF THE FACILITY. DISRUPTED ADJACENT DRAINAGE TILE LINES SHALL BE ATTACHED THERETO TO PROVIDE AN ADEQUATE OUTLET FOR THE DISTURBED ADJACENT TILE LINES.
  - ROCK REMOVAL
    - WITH ANY EXCAVATIONS, THE FOLLOWING ROCK REMOVAL PROCEDURES PERTAIN ONLY TO ROCKS FOUND IN THE UPPERMOST 42 INCHES OF SOIL, THE COMMON FREEZE ZONE IN ILLINOIS, WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - BEFORE REPLACING ANY TOPSOIL, BEST EFFORTS SHALL BE TAKEN TO REMOVE ALL ROCKS GREATER THAN 3 INCHES IN ANY DIMENSION FROM THE SURFACE OF EXPOSED SUBSOIL WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION.
      - IF TRENCHING, BLASTING, OR BORING OPERATIONS ARE REQUIRED THROUGH ROCKY TERRAIN, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE THE POTENTIAL FOR OVERSIZED ROCKS TO BECOME INTERSPERSED IN ADJACENT SOIL MATERIAL.
    - ROCKS AND SOIL CONTAINING ROCKS REMOVED FROM THE SUBSOIL AREAS, TOPSOIL, OR FROM ANY EXCAVATIONS, SHALL BE REMOVED FROM THE LANDOWNER'S PREMISES OR DISPOSED OF ON THE LANDOWNER'S PREMISES AT A LOCATION THAT IS ACCEPTABLE TO THE LANDOWNER AND THE OWNER.
  - REPAIR OF COMPACTION AND RUTTING
    - AFTER THE TOPSOIL HAS BEEN REPLACED, ALL AREAS THAT ARE NOT DIRECTLY UNDER PHOTOVOLTAIC PANELS THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION EQUIPMENT SHALL BE RIPPED AT LEAST 18 INCHES DEEP, AND ALL PASTURE AND WOODED AREAS SHALL BE RIPPED AT LEAST 12 INCHES DEEP TO THE EXTENT PRACTICABLE. THE EXISTENCE OF TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS DEPTH, THE DISTURBED AREA SHALL THEN BE DISKED.
    - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON LAND ADJACENT TO THE FACILITY.
    - THE CONTRACTOR SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION.
  - CONSTRUCTION DURING WET WEATHER
    - EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND WHERE NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WET WEATHER CONDITIONS ARE TO BE DETERMINED ON A FIELD BY FIELD BASIS AND NOT FOR THE PROJECT AS A WHOLE.
    - CONSTRUCTION ACTIVITIES ON PREPARED SURFACES WHERE TOPSOIL AND SUBSOIL HAVE BEEN REMOVED, HEAVILY COMPACTED IN PREPARATION, OR OTHERWISE STABILIZED (E.G. THROUGH CEMENT MIXING) MAY OCCUR AT THE DISCRETION OF THE CONTRACTOR IN WET WEATHER CONDITIONS.
    - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES SHALL BE DONE ONLY WHEN WORK SHALL NOT RESULT IN RUTTING CREATING A MIXING OF SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING SHALL BE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT.
  - WEED/VEGETATION CONTROL
    - THE CONTRACTOR SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. SPRAYING SHALL BE DONE BY A PESTICIDE APPLICATOR THAT IS APPROPRIATELY LICENSED FOR DOING SUCH WORK IN THE STATE OF ILLINOIS.

**DECOMPACTION NOTES**

- DECOMPACTION IS REQUIRED WHEN ALL THREE CONDITIONS APPLY.
  - THE AREA HAS BEEN TRAFFICKED OR TRAVERSED BY VEHICLES OR CONSTRUCTION EQUIPMENT, AND THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
  - THE SOIL PENETROMETER READINGS ARE 300 PSI OR GREATER, AND
  - THE SOIL STRENGTH (PSI) IN THE RIGHT-OF-WAY AREA IS GREATER THAN THAT OF THE NON-TRAFFICKED AREA.
- AN ENVIRONMENTAL AND/OR AGRICULTURAL INSPECTOR (AI), WITH EXPERIENCE AND TRAINING IN THE PROPER IDENTIFICATION OF COMPACTED SOIL AND OPERATION METHODS OF DEEP DECOMPACTION TOOLS IS REQUIRED TO OBSERVE THE DAILY OPERATION OF THE RIPPER/SUBSOILER TO ENSURE THE CONDITIONS ARE APPROPRIATE FOR DECOMPACTION EFFORTS AND THAT THE PROPER EQUIPMENT IS UTILIZED AND THAT EQUIPMENT IS SET-UP AND OPERATED CORRECTLY.
- TO ACHIEVE THE MOST EFFECTIVE SHATTER OF THE COMPACTED SOIL THE FOLLOWING GUIDELINES HAVE BEEN ESTABLISHED:
  - CONDUCT RIPPING WHEN THE SOIL IS DRY, FOLLOW THE SOIL PLASTICITY TEST PROCEDURES TO DETERMINE IF SOIL CONDITIONS ARE ADEQUATELY DRY TO CONDUCT DECOMPACTION EFFORTS.
  - DEEP RIPPING SHALL BE CONDUCTED USING A RIPPER OR SUBSOILING TOOL WITH A SHANK LENGTH OF NO LESS THAN 18 INCHES AND A SHANK SPACING OF APPROXIMATELY THE SAME MEASUREMENT AS THE SHANK LENGTH.
  - USE A RIPPER WITH A KNIFE LENGTH OF NO LESS THAN 2 INCHES MORE THAN THE DESIRED DEPTH OF DECOMPACTION.
  - TO BEST PROMOTE REVEGETATION AND RESTORE CROP PRODUCTION, A TOTAL DEPTH OF 30 OR MORE INCHES OF SOIL (TOPSOIL PLUS SUBSOIL) IS REQUIRED.
  - THE MINIMUM DEPTHS OF DECOMPACTION STATED ABOVE IN 3.D. ARE REQUIRED WHERE POSSIBLE, A SAFE DISTANCE FROM SUB-SURFACE STRUCTURES (TILE DRAINS, PIPELINES, BURIED UTILITIES, BEDROCK, ETC.) MUST BE MAINTAINED AT ALL TIMES. WHERE SUCH STRUCTURES EXIST, A LESSER DEPTH OF DECOMPACTION WILL BE REQUIRED TO PREVENT DAMAGE TO EQUIPMENT AND THE STRUCTURES AS WELL AS TO MAINTAIN A SAFE WORK ENVIRONMENT. THE ALLOWABLE DECOMPACTION DEPTH IN THESE INSTANCES WILL BE DETERMINED ON A SITE BY SITE BASIS.
  - WHEN THE KNIVES ARE IN THE SOIL TO THE DESIRED DEPTH, THE TONGUE OF THE RIPPER SHOULD BE PARALLEL TO THE SURFACE OF THE GROUND.
  - SELECT A TRACTOR THAT HAS ENOUGH HORSEPOWER TO PULL THE RIPPER AT A SPEED OF 1.5 TO 2 MPH AND WHOSE FOOTPRINT IS OF EQUAL OR LESSER WIDTH THAN THE RIPPER. TRACKED EQUIPMENT IS PREFERRED AND TYPICALLY REQUIRED TO ACHIEVE THIS CRITERIA.
  - THE RIPPER SHANKS SHOULD NOT CREATE RUTS, CHANNELS, OR MIXING OF THE SUB-SOIL WITH TOPSOIL. A SPEED OF 1.5 TO 2 MPH IS RECOMMENDED TO MINIMIZE THE RISK OF RUTTING AND SOIL MIXING. THE IDEAL OPERATING SPEED CAN VARY WITH SOIL CHARACTERISTICS, TRACTOR AND RIPPER TOOL USED. AN EXCESSIVE TRAVEL SPEED WILL OFTEN INCREASE MIXING OF SOIL HORIZONS.
  - WHEN THE EQUIPMENT IS SET UP AND OPERATED CORRECTLY, THE RIPPER SHOULD CREATE A WAVE ACROSS THE SURFACE OF THE GROUND AS IT LIFTS AND DROPS THE SOIL.
  - MAKE ONE RIPPING PASS THROUGH THE COMPACTED AREA. USING A PENETROMETER, THE AI WILL MEASURE THE PSI BETWEEN THE RIPPER KNIFE TRACKS TO DETERMINE IF THE SINGLE RIPPING PASS WAS SUCCESSFUL. ADDITIONAL PASSES SHOULD ONLY BE USED WHERE NEEDED AS THEY MAY REDUCE THE EFFECTIVENESS OF THE RIPPING BY RECOMPACTION OF THE SOIL SHATTERED IN THE PREVIOUS PASS.
  - IF THE FIRST PASS DOES NOT SUCCESSFULLY DECOMPACT THE SOIL, ADDITIONAL PASSES WILL BE NEEDED. ADDITIONAL PASSES OF THE RIPPER BE NEEDED TO ACHIEVE DECOMPACTION BETWEEN THE KNIFE TRACKS OF THE RIPPER TOOL. THE SUBSEQUENT PASSES SHOULD BE POSITIONED SO THE KNIFE TRACKS FROM THE PREVIOUS PASS ARE SPLIT BY THE SECOND PASS. IF THREE OR MORE PASSES HAVE BEEN MADE AND SUFFICIENT DECOMPACTION HAS NOT YET BEEN ACHIEVED, THE AI MAY CHOOSE TO HALT FURTHER DECOMPACTION EFFORTS IN THAT AREA UNTIL CONDITIONS IMPROVE OR BETTER METHODS ARE DETERMINED.
  - FOLLOWING RIPPING, ALL STONE AND ROCK THREE OR MORE INCHES IN SIZE WHICH HAS BEEN LIFTED TO THE SURFACE SHALL BE COLLECTED AND REMOVED FROM AGRICULTURAL AREAS.
  - AFTER RIPPING HAS BEEN CONDUCTED, DO NOT ALLOW UNNECESSARY TRAFFIC ON THE RIPPED AREA.
  - IN AGRICULTURAL LANDS AND CROPLANDS THAT WILL NOT BE REPLANTED TO VEGETATION AS SHOWN ON THE PLANS, RECOMMEND TO LANDOWNERS TO PLANT A COVER CROP (CEREA RYE, CLOVER, ALFALFA, TILLAGE RADISH, TURNIPS, ETC.) FOLLOWING DECOMPACTION. REDUCED COMPACTION CREATED BY THE RIPPER PASS WILL NOT REMAIN OVER TIME WITHOUT SUBSEQUENT ROOT PENETRATION. ROOT PENETRATION INTO THE SHATTERED SOIL IS NECESSARY TO ESTABLISH PERMANENT STABILIZED CHANNELS TO CONDUCT AIR AND WATER INTO THE SOIL PROFILE. TWO GOOD SOURCES FOR LANDOWNER COVER CROP EDUCATION ARE:
    - HTTP://WWW.MCCS.MSU.EDU/CC/NO/CROPBYCROP.HTML AND
    - HTTP://WWW.CODEV.ANR.MSU.EDU//. FOR LOCAL EXPERTISE, CONSULT WITH YOUR COUNTY'S SOIL AND WATER CONSERVATION DISTRICT, USDA NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OFFICE FOR COVER CROP SELECTION AND COMPLIANCE WITH NRCS PLANTING DEADLINES.

**SOIL PLASTICITY TEST PROCEDURES**

- THE AGRICULTURAL INSPECTOR WILL TEST THE CONSISTENCY OF THE SURFACE SOIL TO A DEPTH OF APPROXIMATELY 4 TO 8 INCHES USING THE FIELD PLASTICITY TEST PROCEDURE DEVELOPED FROM THE ANNUAL BOOK OF ASTM STANDARDS, PLASTIC LIMIT OF SOILS (ASTM D-4318).
- PULL A SOIL PLAG FROM THE AREA TO BE TILLED, MOVED, OR TRAFFICKED TO A DEPTH OF 4-8 INCHES.
  - ROLL A PORTION OF THE SAMPLE BETWEEN THE PALMS OF THE HANDS TO FORM A WIRE WITH A DIAMETER ONE-EIGHTH INCH.
  - THE SOIL CONSISTENCY IS:
    - TILLABLE (ABLE TO BE WORKED) IF THE SOIL WIRE BREAKS INTO SEGMENTS NOT EXCEEDING 3/8 OF AN INCH IN LENGTH.
    - PLASTIC (NOT TILLABLE) IF THE SEGMENTS ARE LONGER THAN 3/8 OF AN INCH BEFORE BREAKING.
  - THIS PROCEDURE IS TO BE USED TO AID IN DETERMINING WHEN SOIL CONDITIONS ARE DRY ENOUGH FOR CONSTRUCTION ACTIVITIES TO PROCEED.
  - ONCE THE SOIL CONSISTENCY HAS BEEN DETERMINED TO BE OF ADEQUATE DRYNESS, THE PLASTICITY TEST IS NOT REQUIRED AGAIN UNTIL THE NEXT PRECIPITATION EVENT.

**DEMOLITION NOTES**

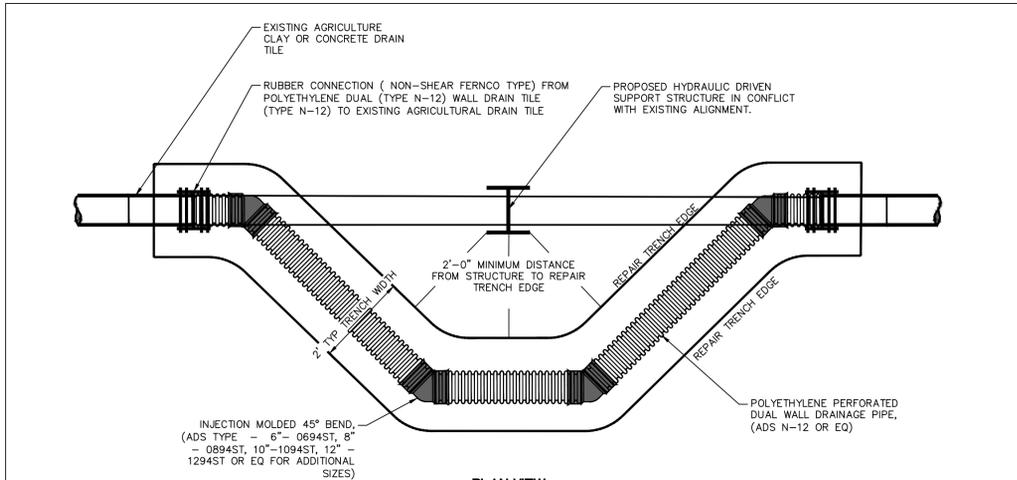
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL WASTE MATERIAL IN A LOCATION AND IN A MANNER APPROVED BY ALL GOVERNING AUTHORITIES IN WRITING, BUT NOT LIMITED TO, STRUCTURES, FOUNDATIONS, CONCRETE, ASPHALT, STEEL, UTILITIES, DRAINAGE STRUCTURES, ETC.
- CONTRACTOR TO DEMOLISH THE SITE SUCH THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED.
- ALL UNSUITABLE MATERIAL THAT WOULD CONFLICT WITH THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM ALL GOVERNING AGENCIES PRIOR TO THE START OF SITE DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL EXISTING UTILITY SERVICES ARE DISCONNECTED OR PROTECTED PRIOR TO THE START OF DEMOLITION OF THE SITE.
- THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES ASSOCIATED WITH UTILITY COORDINATION.
- THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. CONTRACTOR SHALL VERIFY THE LOCATIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER.
- PRIOR TO THE START OF ANY SITE DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- CONTRACTOR MUST PROVIDE SAFETY FENCING FROM PUBLIC ACCESS TO THE SITE PRIOR TO THE START OF DEMOLITION ACTIVITY AND UNTIL SITE CONSTRUCTION HAS BEEN COMPLETED.
- SITE DEMOLITION SHALL NOT CONFLICT WITH ACCESS TO ADJACENT SITES OR TRAFFIC AND PEDESTRIAN FLOW IN ADJACENT PUBLIC R.O.W.'S.
- ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITY.
- ANY IMPROVEMENTS, STRUCTURES, PAVEMENTS, UTILITIES, OR PROPERTY, EITHER ON-SITE OR OFF-SITE, THAT BECOMES DAMAGED DURING SITE CONSTRUCTION SHALL BE REPLACED BACK TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- EARTH EXCAVATION AND/OR BUILDING DEMOLITION THAT RESULTS IN SOIL AND/OR BUILDING DEMOLITION DEBRIS HAUL-OFF SHALL BE EXECUTED IN ACCORDANCE WITH THE ILLINOIS POLLUTION CONTROL BOARD CLEAN CONSTRUCTION OR DEMOLITION DEBRIS RULE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE HAUL-OFF MATERIAL IS CLEAN OR CONTAMINATED AND WITHIN THE ALLOWABLE LIMITS OF THE RULE.

**GENERAL CONSTRUCTION NOTES**

- ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE SITEMARK SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
- EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE MOST RECENT ELECTRICAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SOLAR PANELS.

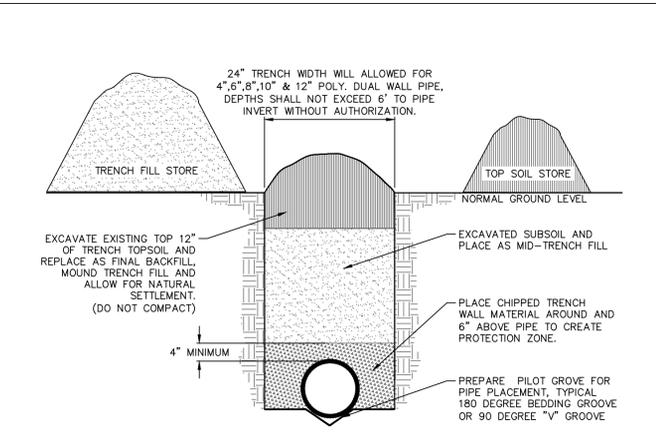
**GRADING NOTES**

- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 4H:1V OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH STATE, LOCAL AND COUNTY SPECIFICATIONS, INCLUDING IN ACCORDANCE WITH THE N.P.D.E.S. GENERAL PERMIT, UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- ALL SPOT GRADES ALONG CURB LINE ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED. ALL RIM ELEVATIONS ARE FLOWLINE ELEVATIONS.
- ALL STORM SEWER AND UTILITY STRUCTURE RIMS SHALL BE FLUSH WITH PAVEMENT OR FINISHED GRADE.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.



**PLAN VIEW**  
 EXISTING DRAIN TILE BYPASS ROUTE FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING DRAIN TILE ROUTE WHICH IS IN CONFLICT WITH FIXED IMPROVEMENT INSTALLED AS MODIFICATION TO ORIGINAL ROUTE  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 380D  
 NOT TO SCALE

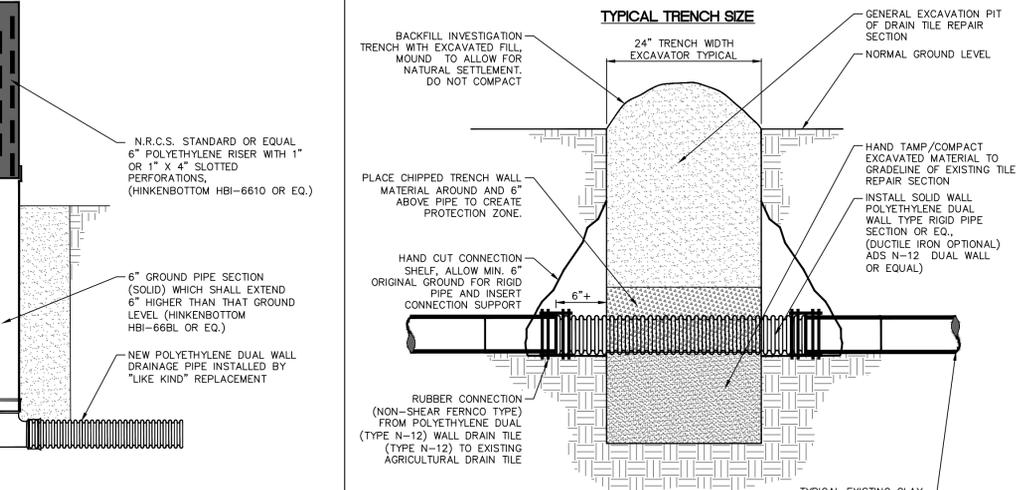
**SAFETY NOTE:**  
 OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE AND FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION



**CROSS SECTION**  
 NEW POLYETHYLENE DUAL WALL PERFORATED DRAIN TILE INSTALLATION FOR AGRICULTURAL LAND USE  
 1. EXCAVATE 12" (+/-) TOPSOIL, STORE SEPARATE AND SAVE FOR FINAL BACKFILL.  
 2. EXCAVATE SUBSOIL TO TOP OF PROPOSED GRADE LINE, STORE SEPARATE AND SAVE FOR MID-TRENCH FILL.  
 3. HAND EXCAVATE DRAIN TILE PILOT GROOVE TO PROPOSED LASER GRADE, AND INSTALL NEW POLYETHYLENE PERFORATED DUAL WALL DRAIN TILE (ADS N-12 OR EQUAL) (FILTER PIPE WRAP OPTIONAL FOR SANDY SOILS)  
 4. PLACE "HAND SPADE CHIPPED" CLEAN TOP SOIL MATERIAL AROUND NEW PIPE TO CREATE BEDDING SUPPORT AND PIPE PROTECTION.  
 5. BACKFILL EXCAVATION TRENCH WITH MID TRENCH MATERIAL AND REPLACE SAVED TOP SOIL AS FINAL BACKFILL.

**NOTE:**  
 TYPICAL SINGLE POLYETHYLENE PERFORATED DRAIN TILE INSTALLATION BY AGRICULTURAL DRAINAGE TRENCHERS IN ACCORDANCE WITH A.S.T.M. F-405, F-449 OR F-667, A.A.S.H.T.O. M-252, OR M-294. INSTALLATION PROCEDURE MAY BE ALLOWED ONLY BY DIRECTION OF THE RESIDENT PROJECT ENGINEER.

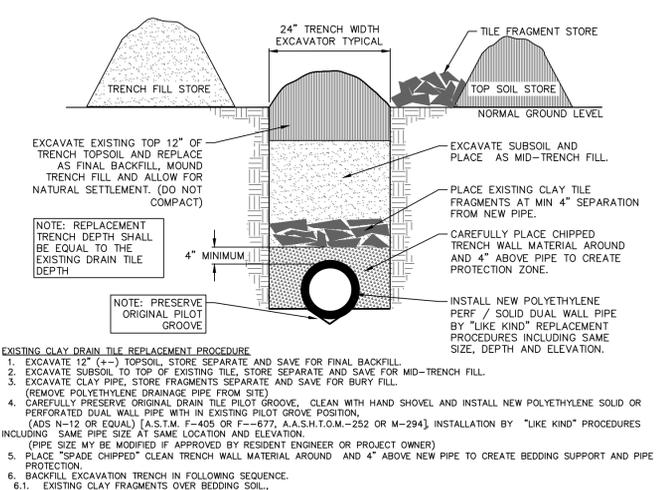
**TYPICAL TRENCH SIZE**  
 BACKFILL INVESTIGATION TRENCH WITH EXCAVATED FILL MOUND TO ALLOW FOR NATURAL SETTLEMENT. DO NOT COMPACT.  
 24" TRENCH WIDTH EXCAVATOR TYPICAL  
 NORMAL GROUND LEVEL  
 GENERAL EXCAVATION PIT OF DRAIN TILE REPAIR SECTION  
 PLACE CHIPPED TRENCH WALL MATERIAL AROUND AND 6" ABOVE PIPE TO CREATE PROTECTION ZONE.  
 HAND TAMP/COMPACT EXCAVATED MATERIAL TO GRADELINE OF EXISTING TILE REPAIR SECTION  
 INSTALL SOLID WALL POLYETHYLENE DUAL WALL TYPE RIGID PIPE SECTION OR EQ. (DUCTILE IRON OPTIONAL) ADS N-12, DUAL WALL OR EQUAL  
 HAND OUT CONNECTION SHELF, ALLOW MIN. 6" ORIGINAL GROUND FOR RIGID PIPE AND INSERT CONNECTION SUPPORT  
 RUBBER CONNECTION (NON-SHEAR FERRO TYPE) FROM POLYETHYLENE DUAL WALL DRAIN TILE (TYPE N-12) TO EXISTING AGRICULTURAL DRAIN TILE  
 TYPICAL EXISTING CLAY, CONCRETE OR POLYETHYLENE AGRICULTURAL DRAIN TILE



**TYPICAL TRENCH SIZE**  
 BACKFILL INVESTIGATION TRENCH WITH EXCAVATED FILL MOUND TO ALLOW FOR NATURAL SETTLEMENT. DO NOT COMPACT.  
 24" TRENCH WIDTH EXCAVATOR TYPICAL  
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 PLACE CHIPPED TRENCH WALL MATERIAL AROUND AND 6" ABOVE PIPE TO CREATE PROTECTION ZONE.  
 HAND TAMP/COMPACT EXCAVATED MATERIAL TO GRADELINE OF EXISTING TILE REPAIR SECTION  
 INSTALL SOLID WALL POLYETHYLENE DUAL WALL TYPE RIGID PIPE SECTION OR EQ. (DUCTILE IRON OPTIONAL) ADS N-12, DUAL WALL OR EQUAL  
 HAND OUT CONNECTION SHELF, ALLOW MIN. 6" ORIGINAL GROUND FOR RIGID PIPE AND INSERT CONNECTION SUPPORT  
 RUBBER CONNECTION (NON-SHEAR FERRO TYPE) FROM POLYETHYLENE DUAL WALL DRAIN TILE (TYPE N-12) TO EXISTING AGRICULTURAL DRAIN TILE  
 TYPICAL EXISTING CLAY, CONCRETE OR POLYETHYLENE AGRICULTURAL DRAIN TILE

**EXISTING DRAIN TILE REPAIR SECTION**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL REPAIR SECTION FOR DRAIN TILE "BLOW OUT" OR FAILURE  
 HUDDLESTON DRAINAGE TYPICAL SECTION NO. 02A  
 NOT TO SCALE

**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL FIELD INSTALLATION FOR POLYETHYLENE DUAL WALL DRAIN TILE  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A  
 NOT TO SCALE



**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION**  
 1. EXCAVATE 12" (+/-) TOPSOIL, STORE SEPARATE AND SAVE FOR FINAL BACKFILL.  
 2. EXCAVATE SUBSOIL TO TOP OF EXISTING TILE, STORE SEPARATE AND SAVE FOR MID-TRENCH FILL.  
 3. EXCAVATE CLAY PIPE, STORE FRAGMENTS SEPARATE AND SAVE FOR BURY FILL.  
 4. CAREFULLY PRESERVE ORIGINAL DRAIN TILE PILOT GROOVE. CLEAN WITH HAND SHOVEL AND INSTALL NEW POLYETHYLENE SOLID OR PERFORATED DUAL WALL PIPE WITH IN EXISTING PILOT GROOVE POSITION. (ADS N-12 OR EQUAL) (A.S.T.M. F-405 OR F-667, A.A.S.H.T.O.M.-252 OR M-294) INSTALLATION BY "LIKE KIND" PROCEDURES INCLUDING SAME PIPE SIZE AT SAME LOCATION AND ELEVATION. (PIPE SIZE MAY BE MODIFIED IF APPROVED BY RESIDENT ENGINEER OR PROJECT OWNER)  
 5. PLACE "SPADE CHIPPED" CLEAN TRENCH WALL MATERIAL AROUND AND 4" ABOVE NEW PIPE TO CREATE BEDDING SUPPORT AND PIPE PROTECTION.  
 6. BACKFILL EXCAVATION TRENCH IN FOLLOWING SEQUENCE:  
 6.1. EXISTING CLAY FRAGMENTS OVER BEDDING SOIL.  
 6.2. BACKFILL TRENCH SUBSOIL.  
 6.3. BACKFILL FINAL LIFT WITH SAVED TOPSOIL.  
 7. FINAL RECORD MAPPING SHALL BE PREPARED INCLUDING GPS SURVEY LOCATION.

**EXISTING DRAIN TILE REPLACEMENT SECTION**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE "LIKE KIND" REPLACEMENT  
 TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A1  
 NOT TO SCALE

**811**  
 Know what's below.  
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THE RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND TO ADDRESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHO MAY BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:  
 CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**6" OBSERVATION FIBER STRUCTURE**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 INSTALLED AT PARCEL INGRESS AND EGRESS LOCATIONS  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 27D  
 NOT TO SCALE

**EXISTING DRAIN TILE REPAIR SECTION**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE REPLACEMENT SECTION  
 TYPICAL REPAIR SECTION FOR DRAIN TILE "BLOW OUT" OR FAILURE  
 HUDDLESTON DRAINAGE TYPICAL SECTION NO. 02A  
 NOT TO SCALE

**EXISTING CLAY DRAIN TILE REPLACEMENT SECTION**  
 FOR COMMERCIAL SOLAR ENERGY PROJECTS  
 EXISTING AGRICULTURAL DRAIN TILE "LIKE KIND" REPLACEMENT  
 TRENCH REPLACEMENT INCLUDING EXISTING LATERALS BY MID SIZE EXCAVATOR  
 HUDDLESTON - MCBRIDE TYPICAL SECTION NO. 20A1  
 NOT TO SCALE

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: **YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

Project: **YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

**STANDARD DETAILS**  
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 Dwg No: Size: D Sheet Rev: **D**

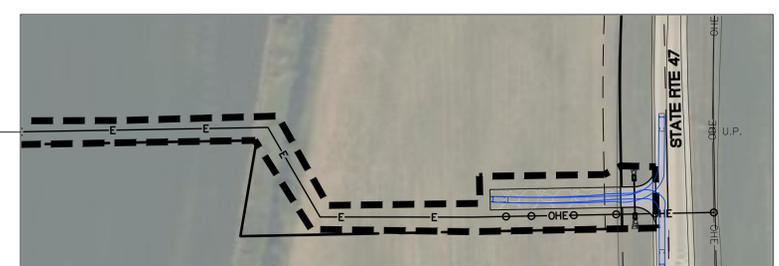
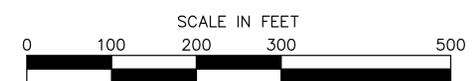
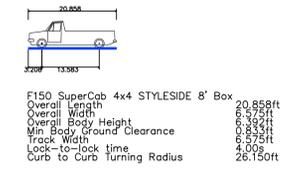
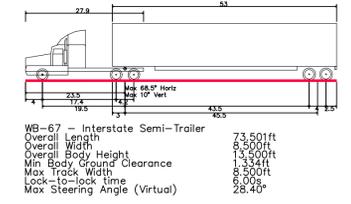
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CAD FILE: 22001767E001 TRUCK TURN ANALYSIS 2024-08-08.DWG



**LEGEND**

---	BOUNDARY LINE
- - -	EXISTING ROW
- - - -	BOUNDARY ADJACENT LINE
- - - - -	SECTION LINE
- - - - - -	PROPOSED EASEMENT LINE
- - - - - - -	EXISTING GRAVEL
- - - - - - - -	PROPOSED STORM SEWER
- - - - - - - - -	PROPOSED UNDERGROUND ELECTRIC
- - - - - - - - - -	PROPOSED OVERHEAD ELECTRIC
- X - X - X - X - X -	PROPOSED FENCE
[Pattern]	PROPOSED GRAVEL ACCESS DRIVE
[Pattern]	PROPOSED HMA ACCESS ROAD
[Pattern]	TEMPORARY GRAVEL ROAD WIDENING FOR CONSTRUCTION



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C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

Project:  
**YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

Drawing Title:  
**TRUCK TURN ANALYSIS  
 CONSTRUCTION/DELIVERY  
 TRAFFIC**

**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawn by: LEH

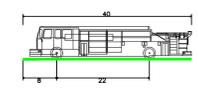
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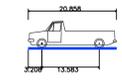


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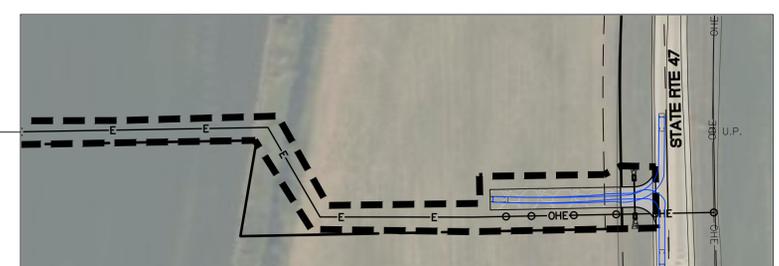
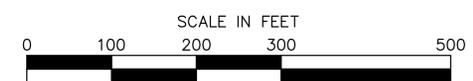
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	BOUNDARY ADJACENT LINE
	SECTION LINE
	PROPOSED EASEMENT LINE
	EXISTING GRAVEL
	PROPOSED STORM SEWER
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED FENCE
	PROPOSED GRAVEL ACCESS DRIVE
	PROPOSED HMA ACCESS ROAD



Pumper Fire Truck  
 Overall Length 40.000ft  
 Overall Width 8.167ft  
 Overall Body Height 9.750ft  
 Min Body Ground Clearance 6.650ft  
 Track Width 8.667ft  
 Lock-to-lock time 2.000  
 Max Wheel Angle 42.000



F150 SuperCab 4x4 STYLESIDE 8' Box  
 Overall Length 20.858ft  
 Overall Width 6.572ft  
 Overall Body Height 6.362ft  
 Min Body Ground Clearance 6.572ft  
 Track Width 4.909ft  
 Lock-to-lock time 4.909  
 Curb to Curb Turning Radius 28.150ft



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P.E. seal/Consultant:

Project:  
**YORKVILLE RENEWABLES**  
 GALENA ROAD  
 YORKVILLE, ILLINOIS 60512

Drawing Title:  
**TRUCK TURN ANALYSIS  
 EMERGENCY/MAINTENANCE  
 TRAFFIC**

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 Scale: As Noted Approved by: MBK  
 Drawn by: LEH

Dwg No: **EX-01** Size: D Sheet Rev: **D**



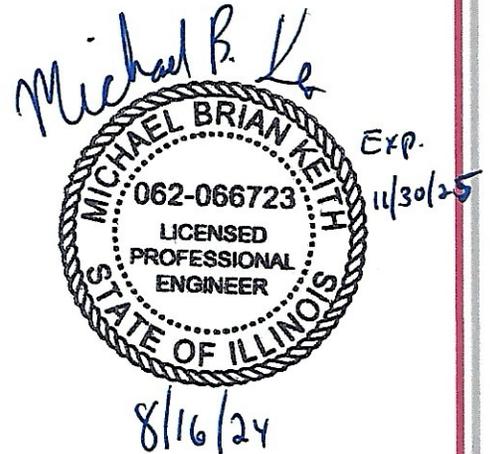
**STORMWATER/DRAINAGE MEMORANDUM**  
**WINNEBAGO COUNTY, IL**

**YORKVILLE RENEWABLES**  
GALENA ROAD  
CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS 60560

**A 4.95 MW (AC) GROUND-MOUNTED  
SOLAR POWER GENERATING FACILITY**

*Prepared for*

**NEXAMP, INC.**  
MATT WALSH  
101 N WACKER DRIVE, SUITE 200  
CHICAGO, IL 60606



*Submitted by: Atwell, LLC*

**Atwell Project No.**  
22001787

**Date: August 16, 2024**

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## 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.

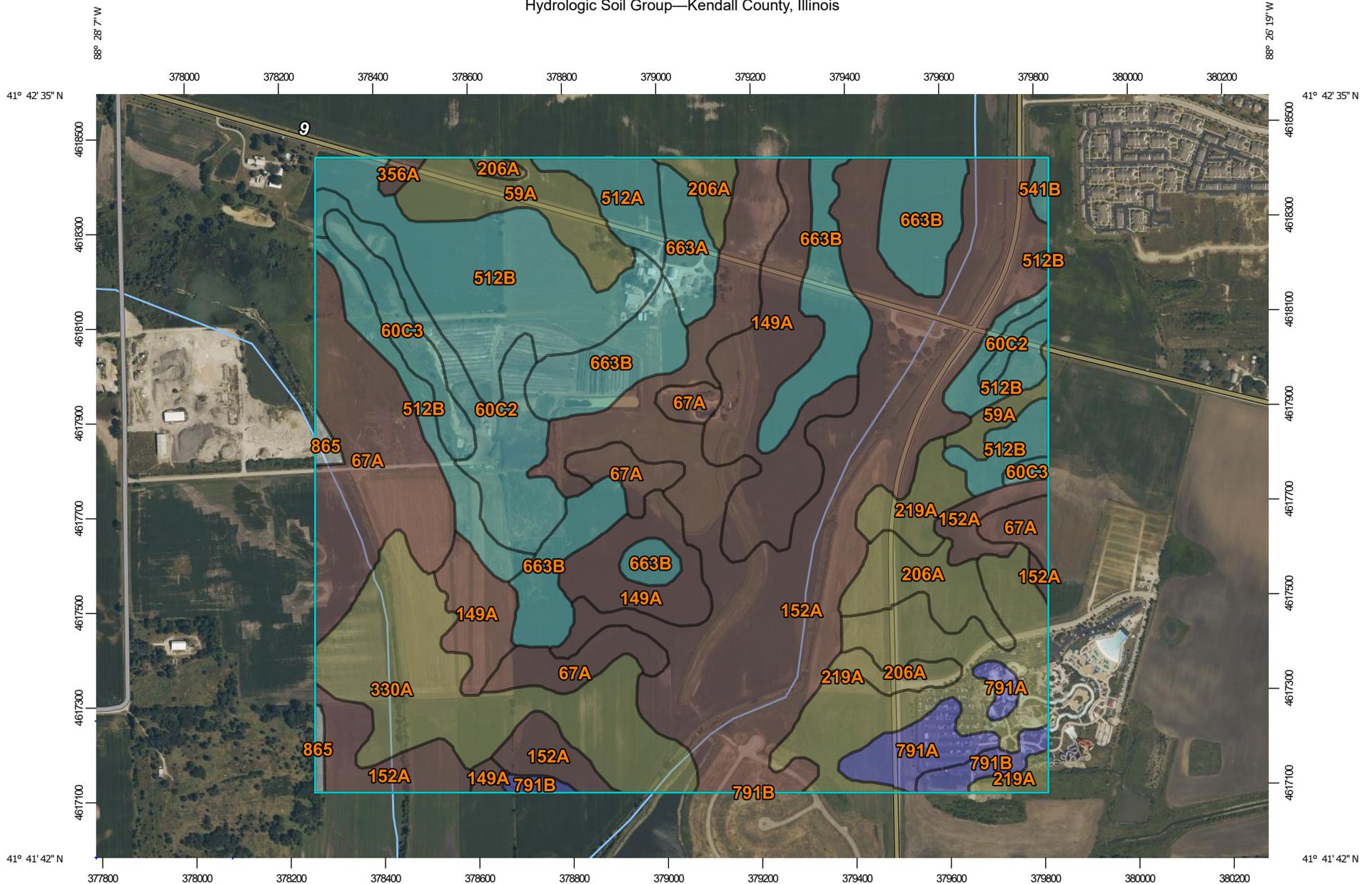
**Table 4.1 – Storm Frequency Flows (Total Allowable vs. Total Post-Development)**

	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

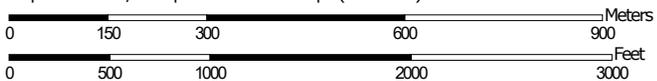
As shown in **Table 4.1**, the total post-development peak flow rate for the project area has been reduced for the storm events due to an increase in infiltration from the proposed native pollinator friendly prairie seed mix which results in the use of a lower curve number. The proposed project will 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

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons

 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines

 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points

 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois  
 Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 3, 2019—Aug 24, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
59A	Lisbon silt loam, 0 to 2 percent slopes	C/D	17.3	3.3%
60C2	La Rose silt loam, 5 to 10 percent slopes, eroded	C	21.2	4.1%
60C3	La Rose clay loam, 5 to 10 percent slopes, severely eroded	C	9.3	1.8%
67A	Harpster silty clay loam, 0 to 2 percent slopes	B/D	49.0	9.5%
149A	Brenton silt loam, 0 to 2 percent slopes	B/D	49.2	9.5%
152A	Drummer silty clay loam, 0 to 2 percent slopes	B/D	136.9	26.4%
206A	Thorp silt loam, 0 to 2 percent slopes	C/D	18.4	3.6%
219A	Millbrook silt loam, 0 to 2 percent slopes	C/D	40.1	7.7%
330A	Peotone silty clay loam, 0 to 2 percent slopes	C/D	40.9	7.9%
356A	Elpaso silty clay loam, 0 to 2 percent slopes	B/D	1.2	0.2%
512A	Danabrook silt loam, 0 to 2 percent slopes	C	7.5	1.4%
512B	Danabrook silt loam, 2 to 5 percent slopes	C	55.4	10.7%
541B	Graymont silt loam, 2 to 5 percent slopes	C	1.2	0.2%
663A	Clare silt loam, 0 to 2 percent slopes	C	6.9	1.3%
663B	Clare silt loam, 2 to 5 percent slopes	C	46.8	9.1%
791A	Rush silt loam, 0 to 2 percent slopes	B	9.4	1.8%
791B	Rush silt loam, 2 to 4 percent slopes	B	4.9	0.9%
865	Pits, gravel		1.9	0.4%
<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**

CAD FILE: 22001767E001 EXISTING DRAINAGE AREA 2024-08-16.DWG

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP D WAS USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	10.9
D	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	17.3
COMBINED CN= 88			

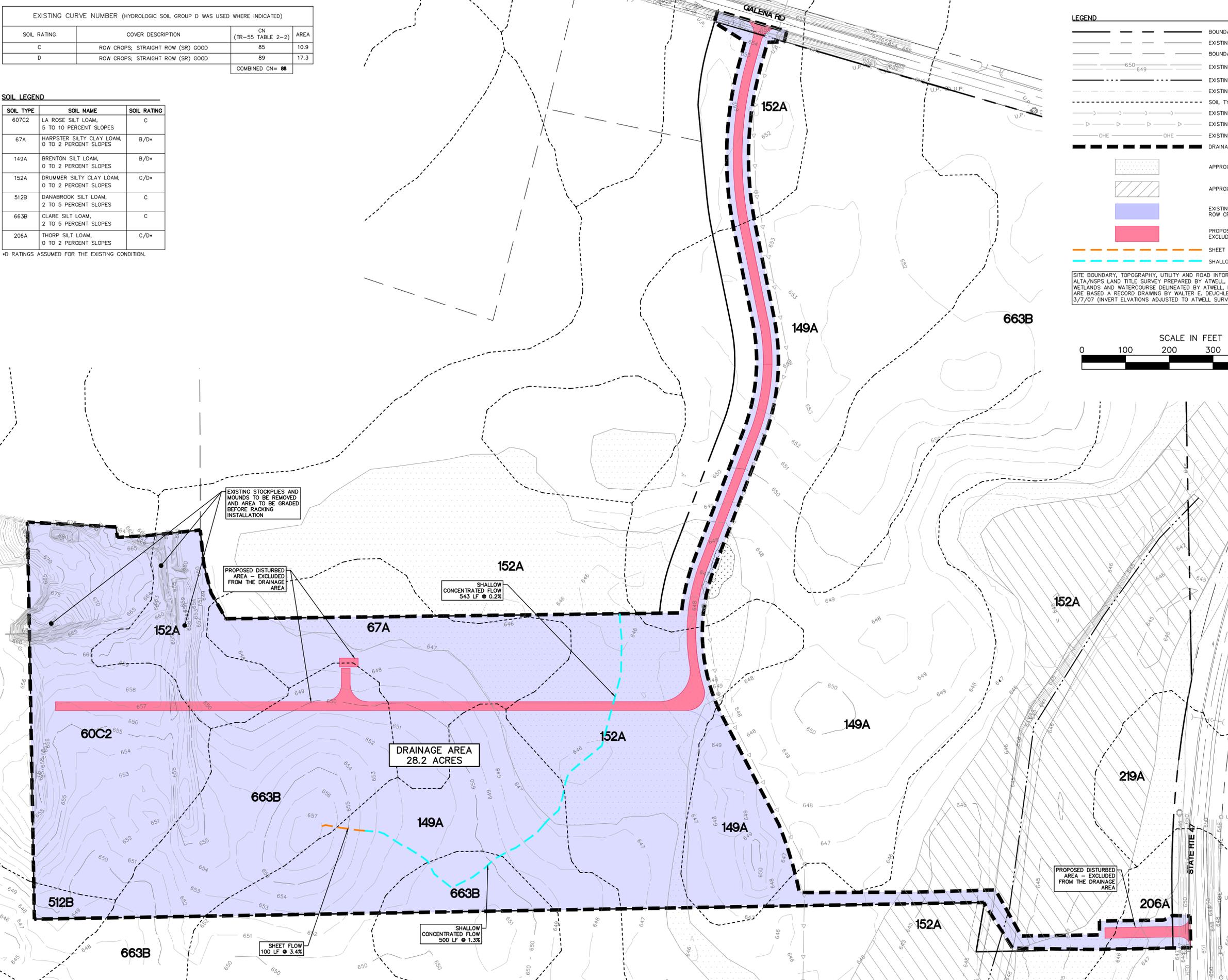
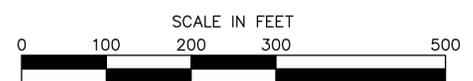
SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D+
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D+
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

+D RATINGS ASSUMED FOR THE EXISTING CONDITION.

**LEGEND**

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING CONTOUR
- EXISTING WATERCOURSE
- EXISTING WETLAND
- SOIL TYPE BOUNDARY
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- DRAINAGE AREA
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- EXISTING UNDISTURBED AREA - ROW CROPS - GOOD CONDITION
- PROPOSED IMPERVIOUS AREA - EXCLUDED FROM THE DRAINAGE AREA
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUCHLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).



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DESIGN FIRM # 84-0039576

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

Project: YORKVILLE RENEWABLES  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

EXISTING DRAINAGE AREA MAP  
NOT FOR CONSTRUCTION  
Scale: As Noted Approved by: MBK  
Drawing Title: EX-DA D

Dwg No: EX-DA D Size: D Sheet Rev: D

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PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)			
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
C	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	65	11.1
B	BRUSH - BRUSH WEED GRASS MIXTURE GOOD	48	17.1
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.6
		COMBINED CN=	57

SOIL TYPE	SOIL NAME	SOIL RATING
607C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES	C
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D+
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D+
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D+
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT SLOPES	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D+

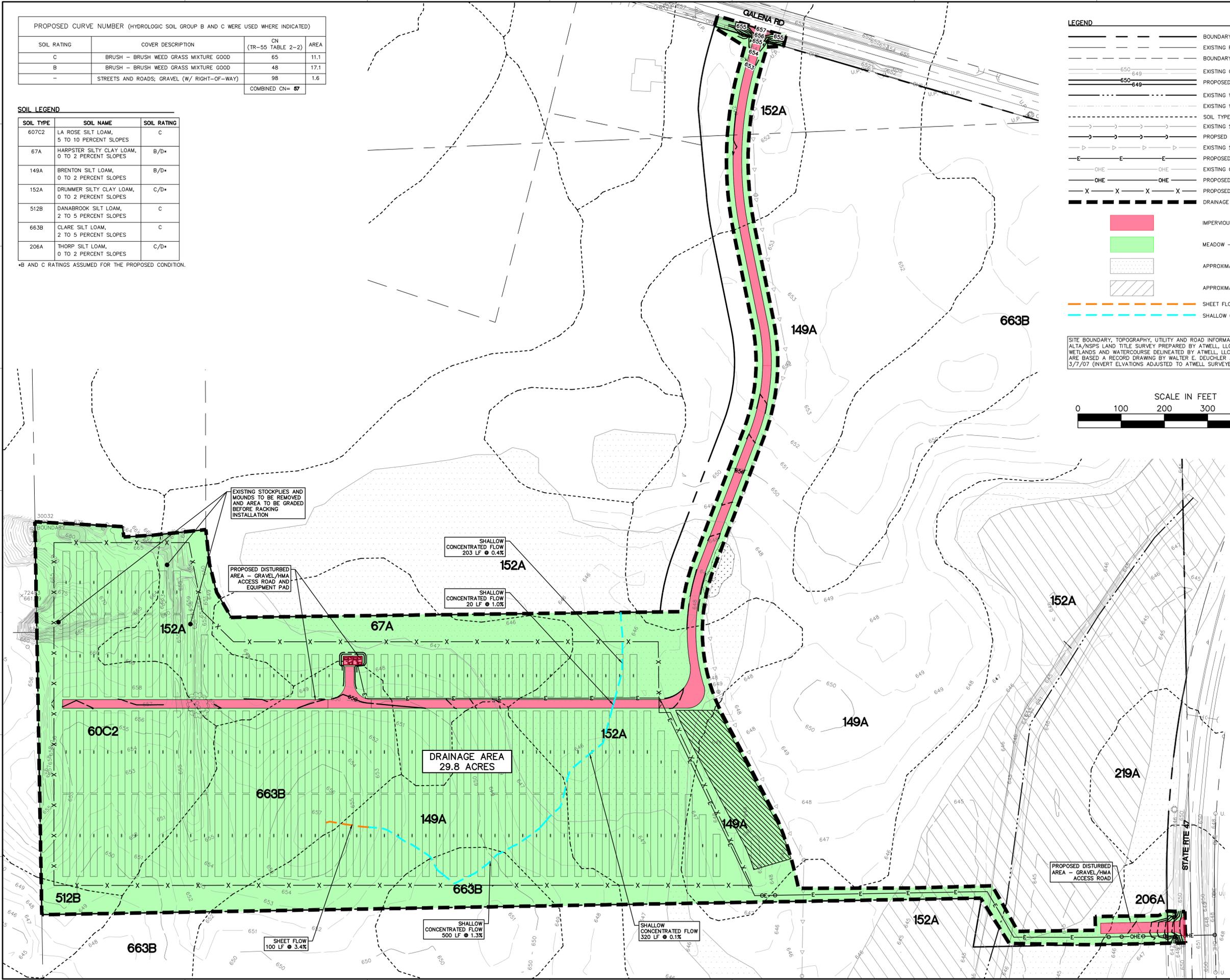
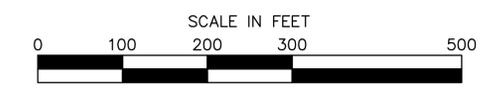
\*B AND C RATINGS ASSUMED FOR THE PROPOSED CONDITION.

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING WATERCOURSE
- EXISTING WETLAND
- SOIL TYPE BOUNDARY
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED FENCE
- DRAINAGE AREA

- IMPERVIOUS AREA - DISTURBED AREA
- MEADOW - UNDISTURBED AREA
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW

SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY ATWELL, LLC DATED 3/20/2024. WETLANDS AND WATERCOURSE DELINEATED BY ATWELL, LLC. SANITARY SEWER INVERTS ARE BASED A RECORD DRAWING BY WALTER E. DEUCHLER ASSOCIATES, INC. DATED 3/7/07 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).



CAD FILE: 22001767E002 PROPOSED DRAINAGE AREA 2024-08-16.DWG

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Rev	Issued For	Date
A	PERMIT SET	4/12/24
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C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

**YORKVILLE RENEWABLES**

GALENA ROAD  
YORKVILLE, ILLINOIS 60512

**PROPOSED DRAINAGE AREA MAP**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: **PR-DA** Size: **D** Sheet Rev: **D**

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# **APPENDIX C**

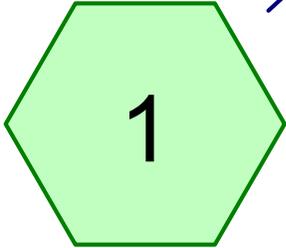
## **ISWS BULLETIN 75 PRECIPITATION DATA**

Table 7. Rainfall (inches) for Given Recurrence Interval for Section 2 (Northeast)

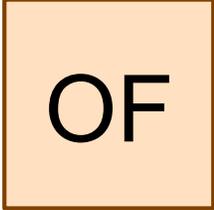
Storm Duration	2-month	3-month	4-month	6-month	9-month	1-year	2-year	5-year	10-year	25-year	50-year	100-year	500-year
5 minutes	0.19	0.22	0.24	0.27	0.31	0.33	0.40	0.52	0.62	0.77	0.90	1.03	1.35
10 minutes	0.33	0.38	0.41	0.47	0.53	0.58	0.70	0.90	1.08	1.35	1.58	1.80	2.36
15 minutes	0.42	0.49	0.53	0.61	0.69	0.75	0.90	1.16	1.39	1.74	2.03	2.32	3.04
30 minutes	0.58	0.66	0.73	0.83	0.94	1.03	1.24	1.59	1.91	2.39	2.78	3.17	4.16
1 hour	0.74	0.84	0.93	1.05	1.20	1.30	1.57	2.02	2.42	3.03	3.53	4.03	5.28
2 hours	0.91	1.04	1.14	1.30	1.48	1.61	1.94	2.49	2.99	3.74	4.35	4.97	6.52
3 hours	1.00	1.15	1.26	1.44	1.63	1.77	2.14	2.75	3.30	4.13	4.80	5.49	7.20
6 hours	1.18	1.35	1.48	1.68	1.91	2.08	2.51	3.23	3.86	4.84	5.63	6.43	8.43
12 hours	1.37	1.56	1.71	1.95	2.21	2.41	2.91	3.74	4.48	5.61	6.53	7.46	9.78
18 hours	1.48	1.69	1.85	2.11	2.39	2.61	3.14	4.04	4.84	6.06	7.05	8.06	10.57
24 hours	1.57	1.80	1.97	2.24	2.55	2.77	3.34	4.30	5.15	6.45	7.50	8.57	11.24
48 hours	1.72	1.97	2.16	2.46	2.79	3.04	3.66	4.71	5.62	6.99	8.13	9.28	12.10
72 hours	1.87	2.14	2.34	2.67	3.03	3.30	3.97	5.08	6.05	7.49	8.64	9.85	12.81
120 hours	2.08	2.38	2.61	2.97	3.37	3.67	4.42	5.63	6.68	8.16	9.39	10.66	13.81
240 hours	2.63	3.01	3.30	3.76	4.27	4.65	5.60	7.09	8.25	9.90	11.26	12.65	16.00

# **APPENDIX D**

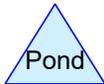
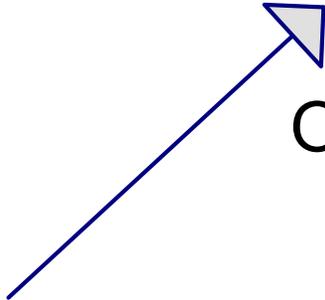
## **HYDROCAD REPORT FOR 2-YEAR & 100-YEARSTORM EVENT**



Drainage Area 1



OUTFALL



# 22001787-Yorkville Solar-Existing

Prepared by Atwell, LLC

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Page 2

## Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2-Year	Huff 0-10sm	3Q	Scale	24.00	1	3.34	2
2	100-Year	Huff 0-10sm	3Q	Scale	24.00	1	8.57	2

## 22001787-Yorkville Solar-Existing

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Page 3

### Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
10.910	85	Row crops, straight row, Good, HSG C (1)
17.240	89	Row crops, straight row, Good, HSG D (1)
<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

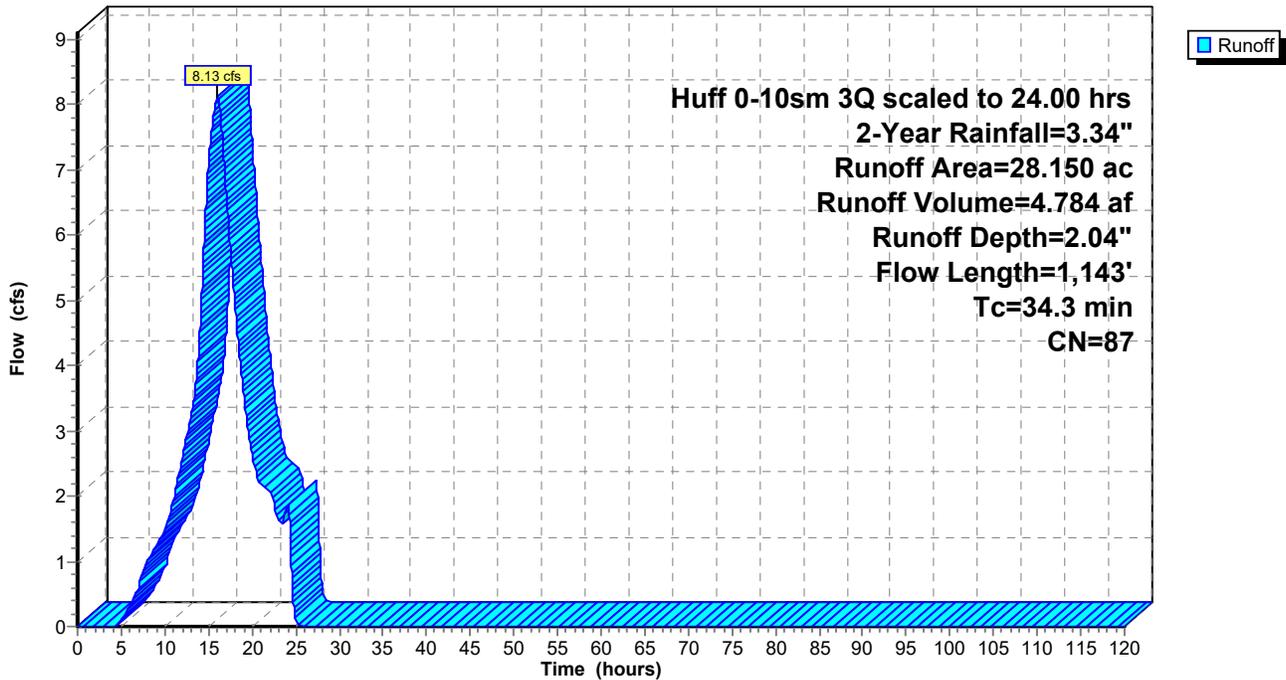
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

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

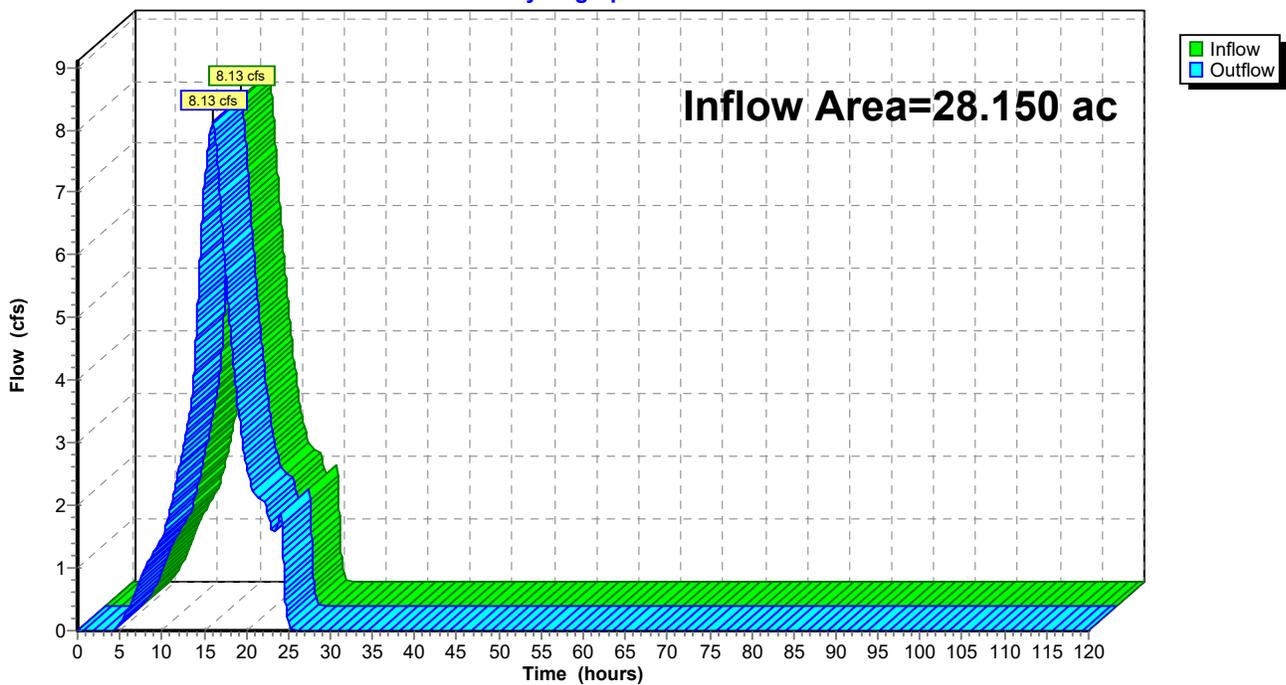
[40] Hint: Not Described (Outflow=Inflow)

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

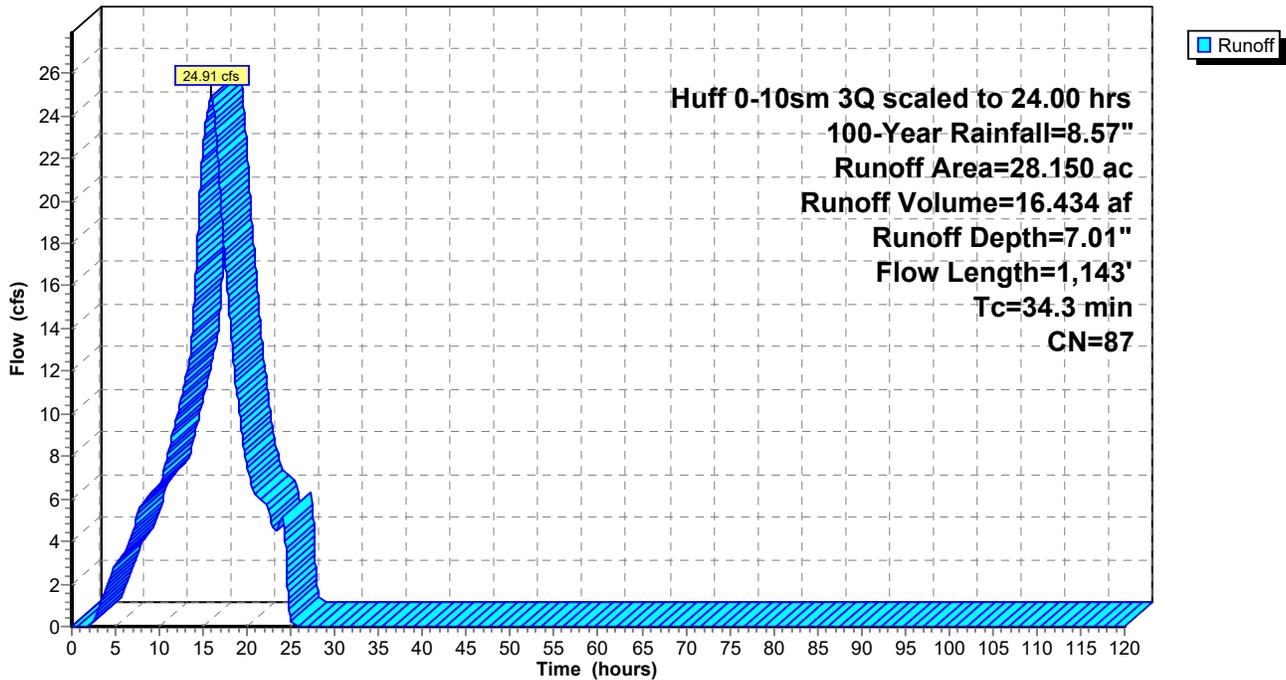
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

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

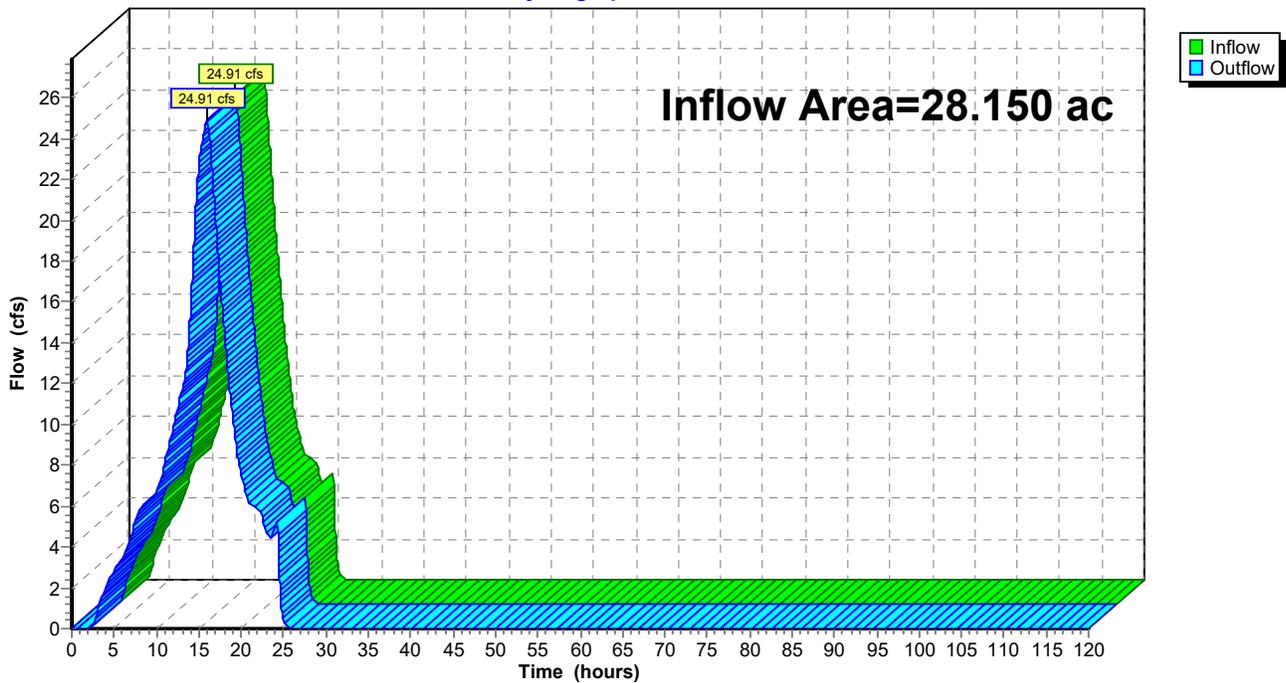
[40] Hint: Not Described (Outflow=Inflow)

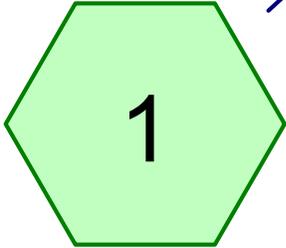
Inflow Area = 28.150 ac, 0.00% Impervious, Inflow Depth = 7.01" for 100-Year event  
Inflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af  
Outflow = 24.91 cfs @ 15.97 hrs, Volume= 16.434 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

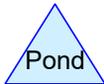
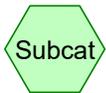
### Reach OF: OUTFALL

Hydrograph





Drainage Area 1



# 22001787-Yorkville Solar-Proposed

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## 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

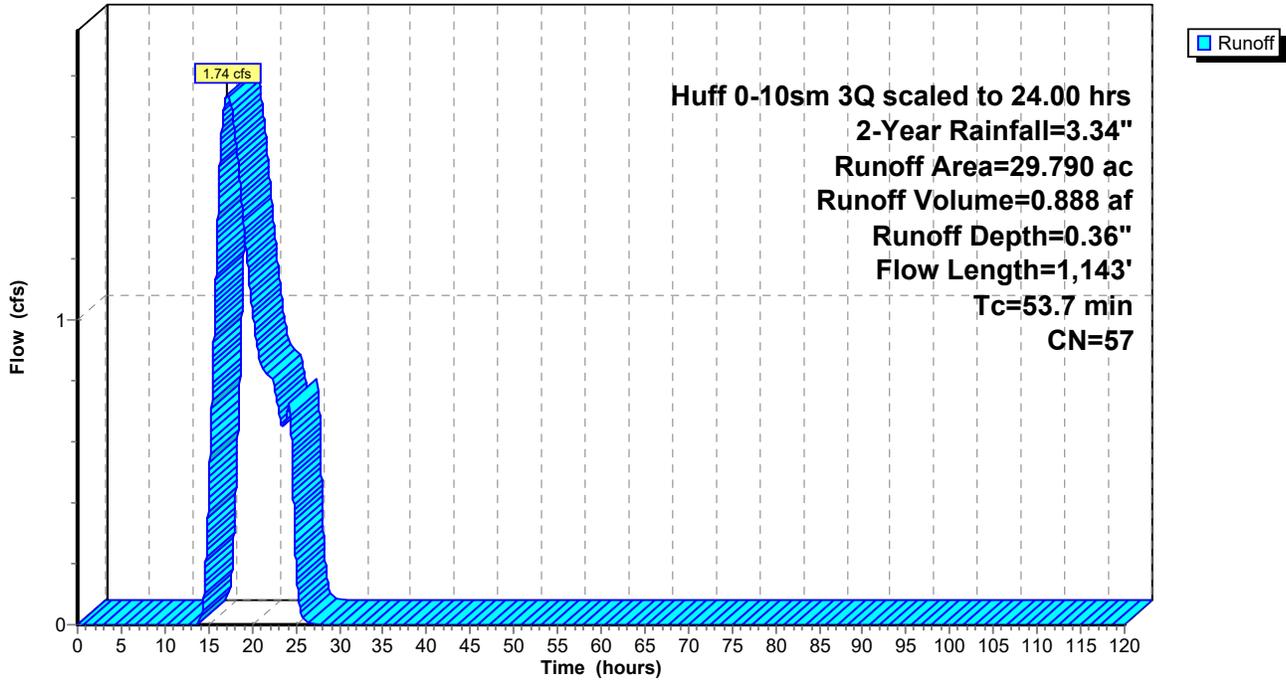
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 2-Year Rainfall=3.34"

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

Hydrograph



### Summary for Reach OF: OUTFALL

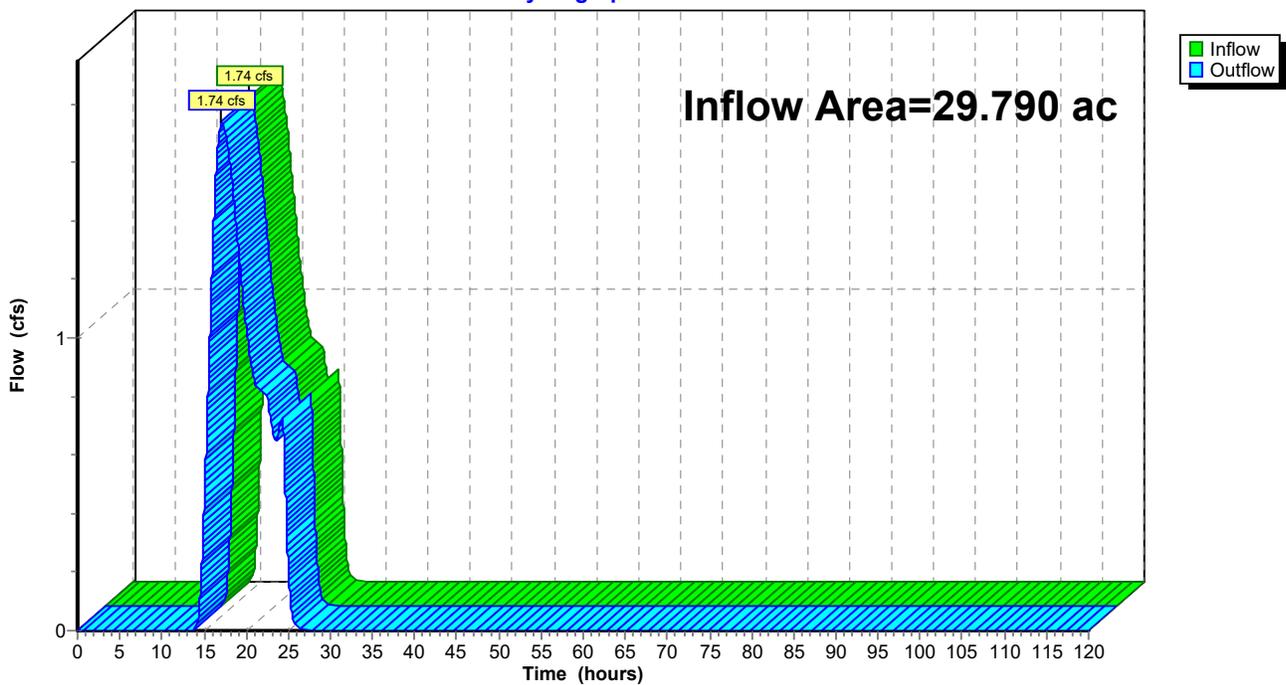
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 29.790 ac, 5.51% Impervious, Inflow Depth = 0.36" for 2-Year event  
Inflow = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af  
Outflow = 1.74 cfs @ 17.13 hrs, Volume= 0.888 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

### Reach OF: OUTFALL

Hydrograph



**22001787-Yorkville Solar-Propos Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"**

Prepared by Atwell, LLC

Printed 8/16/2024

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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

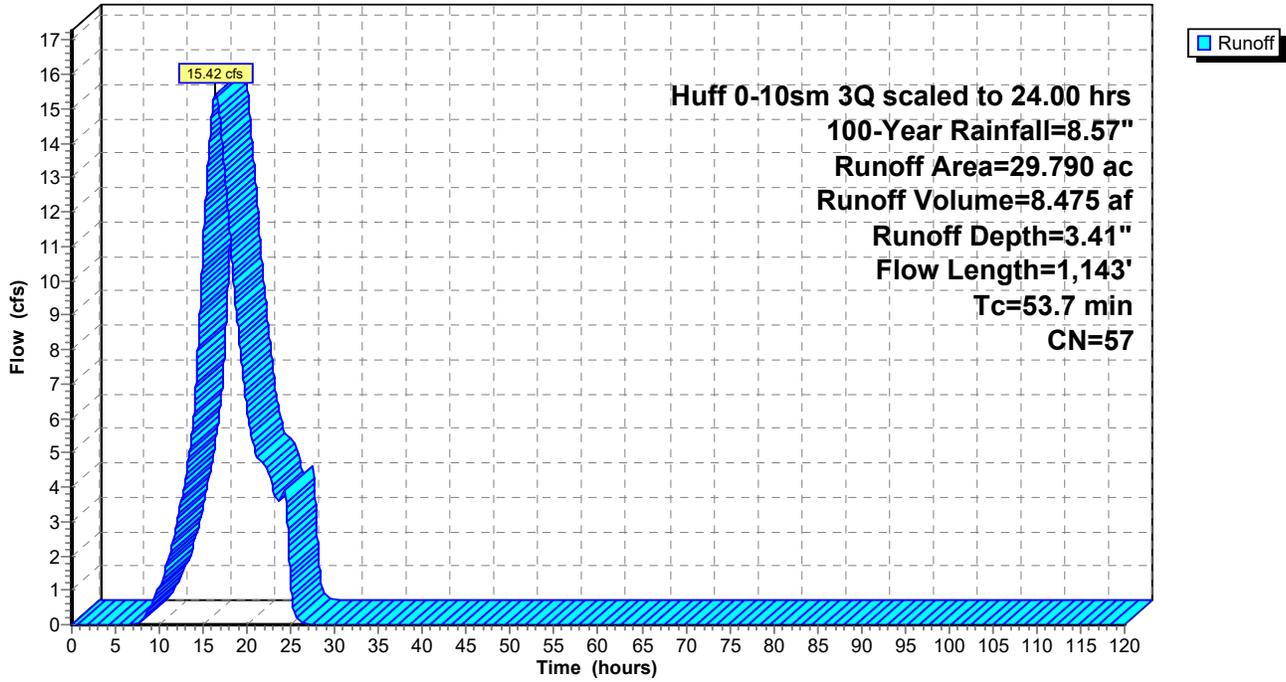
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs  
 Huff 0-10sm 3Q scaled to 24.00 hrs 100-Year Rainfall=8.57"

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

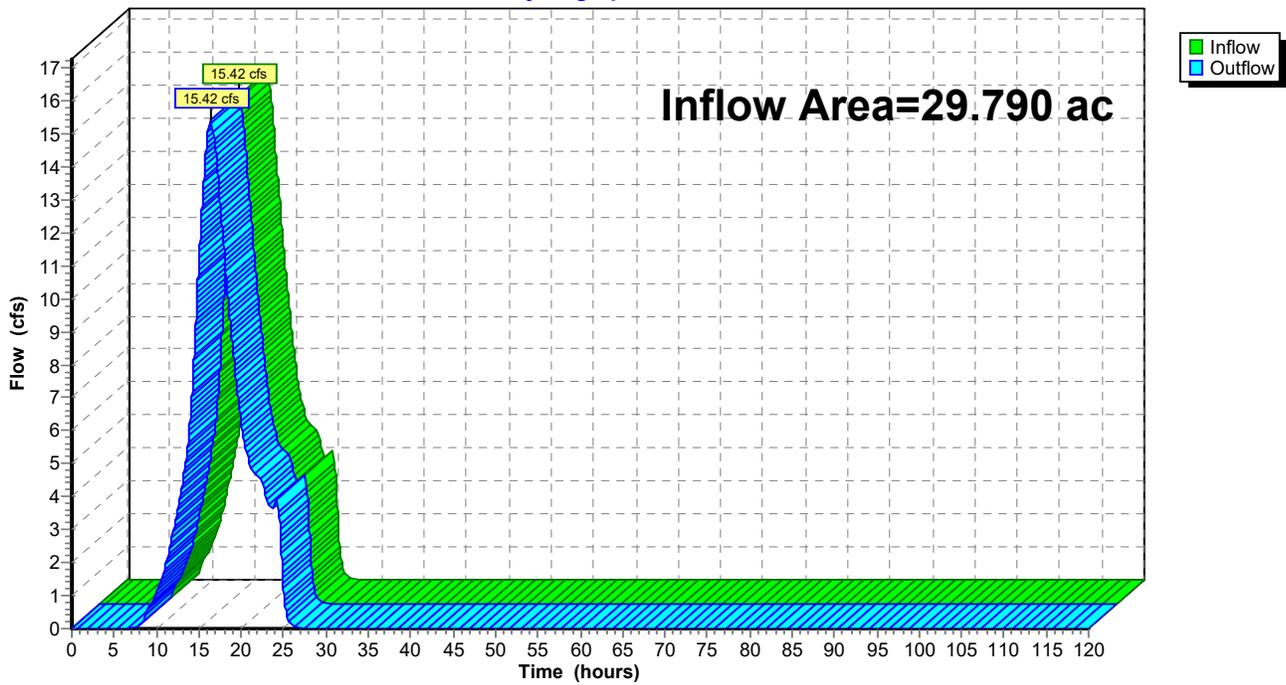
[40] Hint: Not Described (Outflow=Inflow)

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

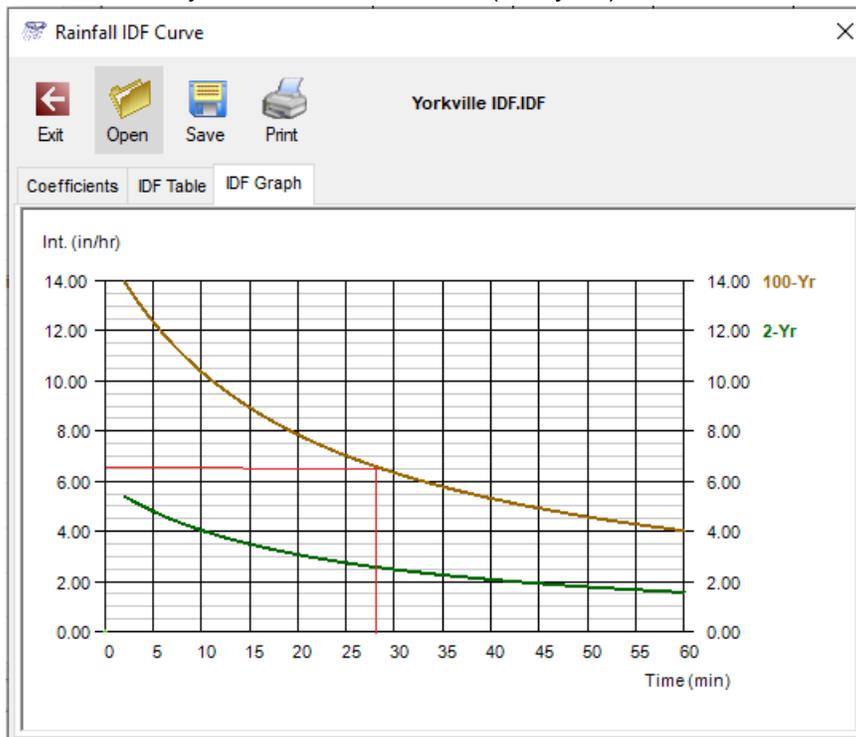


# YORKVILLE RENEWABLES

## 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)



$$Q=CIA$$

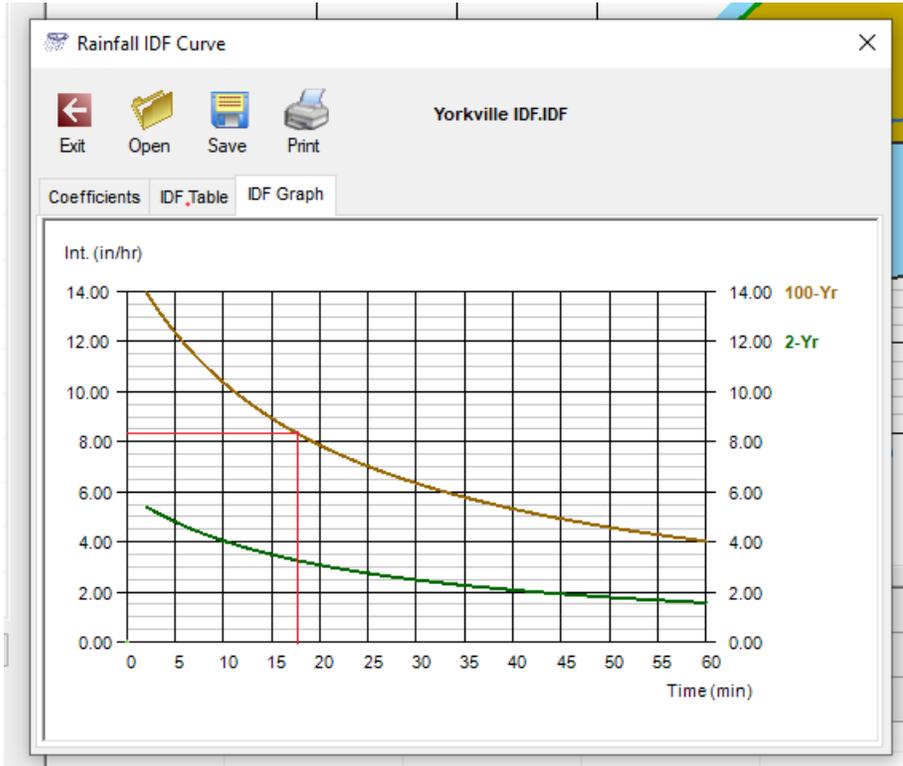
$$Q=(0.44) \times (6.5) \times (12.3) = 35.18 \text{ cfs}$$

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:

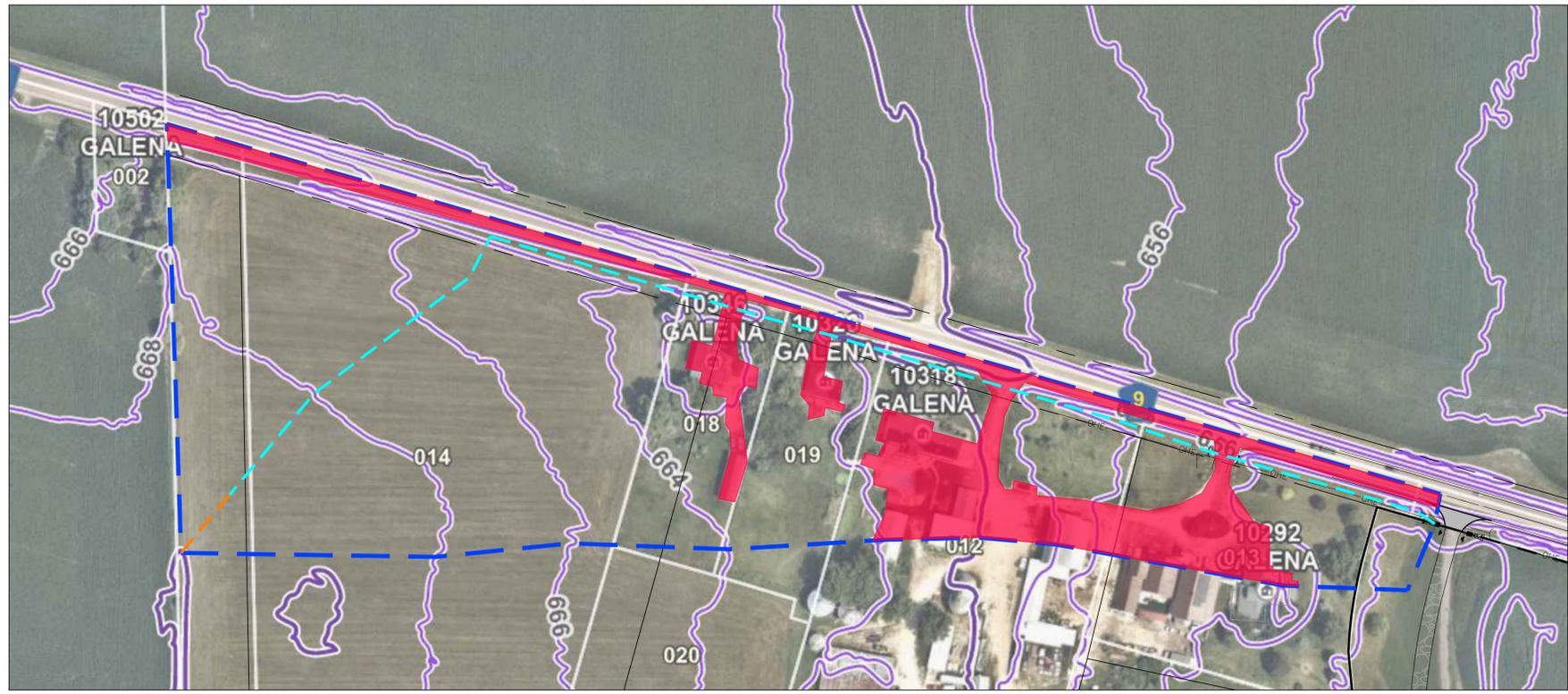
Drainage Area: 1.2± acres  
Composite C: 0.44  
    Impervious Area: 0.2± acres (assume C=0.90)  
    Pervious Area: 1.0± acres (assume C=0.35)  
Time of concentration: 9.0 min (see attached pdf)  
Rainfall intensity: 10.5 in/hr (100-year)



$Q = CIA$

$Q = (0.44) \times (10.5) \times (1.2) = 5.5 \text{ cfs}$

Proposed 18" RCP culvert – **Sized adequately.**



**NORTH CULVERT DRAINAGE AREA**  
SCALE 1" = 100'

SCALE 0 50 100  
1" = 100 FEET

**LEGEND**

	BOUNDARY LINE
	EXISTING ROW
	DRAINAGE AREA
	SHEET FLOW
	SHALLOW CONCENTRATED FLOW
	IMPERVIOUS AREA



**EAST CULVERT DRAINAGE AREA**  
SCALE 1" = 50'

SCALE 0 25 50  
1" = 50 FEET

**nexamp**  
101 Summer Street, 2nd Fl., Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
66680-4200 www.atwell-group.com  
1245 EAST DIEHL ROAD, SUITE 100  
YORKVILLE, ILLINOIS 60554  
DESIGN FIRM # 84-009876

Rev	Issued For	Date
A	PERMIT SET	4/12/24
B	PERMIT SET	6/4/24
C	PERMIT SET	6/11/24
D	REV PER CITY OF YORKVILLE	8/15/24

P.E. seal/Consultant:

Project:  
**YORKVILLE RENEWABLES**  
GALENA ROAD  
YORKVILLE, ILLINOIS 60512

Drawing Title:  
**CULVERT DRAINAGE AREAS**  
**NOT FOR CONSTRUCTION**  
Drawn by: LEH Scale: As Noted Approved by: MBK

Dwg No: **EX-01** Size: D Sheet Rev: **D**

### Worksheet 3: Time of Concentration (Tc) or travel time (Tt) for North Culvert

<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)		Cultivated soils: Residue cover ≤20%			
2 Manning's roughness coefficient, n (table 3-1)		0.06			
3 Flow length, L (total L † 300 ft)	(ft)	100			
4 Two-year 24-hour rainfall, P2	(in)	3.34			
5 Land slope, s	(ft/ft)	0.01			
6 $T_t = 0.007 (nL)^{0.8} / (P_2^{0.5} s^{0.4})$ Compute $T_t$	(hr)	0.10	+	0.00	= <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 $T_t$	(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, pw <sub>a</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 $T_t$	(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	0.46

### 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

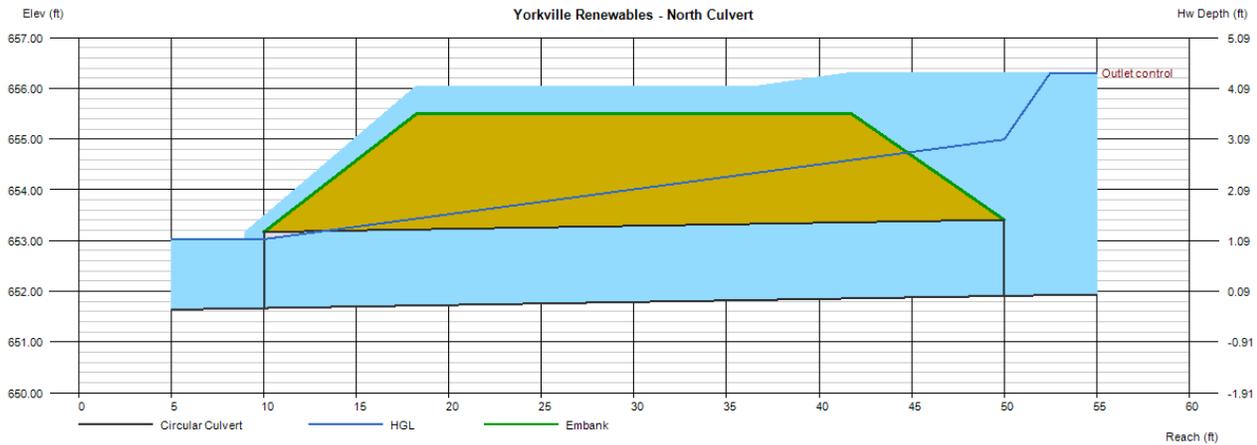
## Yorkville Renewables - North Culvert

Invert Elev Dn (ft)	= 651.67
Pipe Length (ft)	= 40.00
Slope (%)	= 0.60
Invert Elev Up (ft)	= 651.91
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 1
n-Value	= 0.023
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Headwall
Coeff. K,M,c,Y,k	= 0.0078, 2, 0.0379, 0.69, 0.5

<b>Embankment</b>	
Top Elevation (ft)	= 655.50
Top Width (ft)	= 23.50
Crest Width (ft)	= 10.00

<b>Calculations</b>	
Qmin (cfs)	= 35.18
Qmax (cfs)	= 35.18
Tailwater Elev (ft)	= Critical

<b>Highlighted</b>	
Qtotal (cfs)	= 35.18
Qpipe (cfs)	= 13.26
Qovertop (cfs)	= 21.92
Veloc Dn (ft/s)	= 7.88
Veloc Up (ft/s)	= 7.50
HGL Dn (ft)	= 653.03
HGL Up (ft)	= 654.99
Hw Elev (ft)	= 656.30
Hw/D (ft)	= 2.93
Flow Regime	= Outlet Control



# Culvert Report

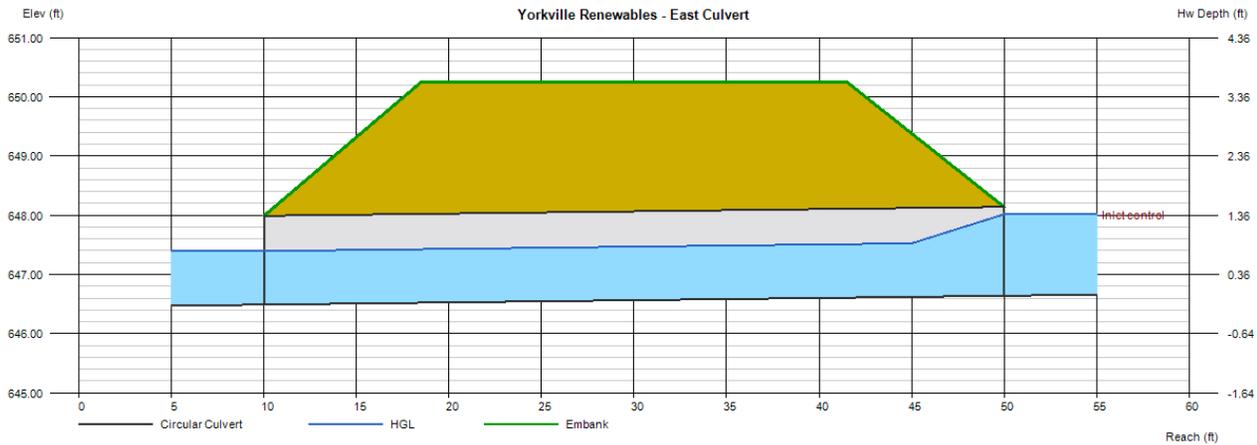
## Yorkville Renewables - East Culvert

Invert Elev Dn (ft)	= 646.49
Pipe Length (ft)	= 40.00
Slope (%)	= 0.38
Invert Elev Up (ft)	= 646.64
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 1
n-Value	= 0.012
Culvert Type	= Circular Concrete
Culvert Entrance	= Square edge w/headwall (C)
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5

<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  
**Location** Galena Road, City of Yorkville, Kendall County, Bristol Township, Illinois  
**Site:** 4.95 MWAC  
**Parcel ID:** 02-08-200-030 & 02-05-400-005  
**Date** 8/15/2024

**Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar**

	Estimated Quantity	Unit	Unit Cost	Removal Cost	Notes
<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



**Legend**

- Zone A
- Zone AE
- Floodway

Galena Rd, N. Bridge St, N. Main St, N. State St, N. Union St, N. Yorkville, IL

**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60560  
 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

NO.	DATE	REVISIONS

DATE:	SEPTEMBER 2023
PROJECT NO.:	YO2302
BY:	MJT
PATH:	
FILE:	



**GALENA RD & IL-47 (N. BRIDGE ST)  
 ROB ROY CREEK  
 FLOODPLAIN EXHIBIT**





July 10, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: NexAmp Solar  
Final Engineering – 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.

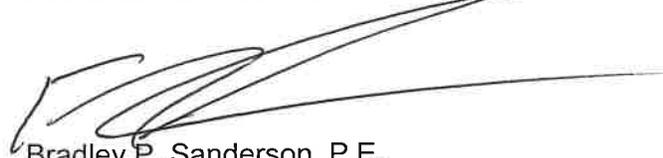
**Engineer's Opinion of Probable Decommissioning Costs**

- 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.

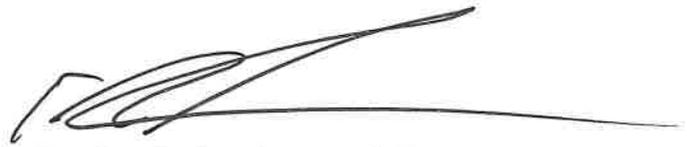
**Engineer's Opinion of Probable Decommissioning Costs**

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

## 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

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[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**

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[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))

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**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

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734.994.1590 Fax

311 North Main | Ann Arbor, MI 48104

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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2024-23 & EDC 2024-68

### Agenda Item Summary Memo

**Title:** PZC 2024-23 – Kendall County Petition 24-26 (Timothy A. Tremain)

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** 1.5-Mile Review of a map amendment 3.6 +/- acres located between 11327 and 11209 River Road, from R-1 One-Family Residential District to R-3 One-Family Residential District.

**Council Action Previously Taken:**

Date of Action: PZC – 10/9/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-23 & EDC 2024-68

**Type of Vote Required:** 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  
Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: October 16, 2024  
Subject: **PZC 2024-23 – Timothy A. Tremain (Rezoning)**  
1.5 Review

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## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Timothy A. Tremain is requesting an approval of a map amendment (rezoning) for 3.6 +/- acres located on the north side of River Road and approximately 0.75 miles from East Eldamain Road between 11327 and 11209 River Road from R-1 One-Family Residential District to R-3 One-Family Residential District. The purpose of the request is to construct a maximum of two (2) single-family houses. The real property is located immediately north of River Road and approximately 0.75 miles from East Eldamain Road in unincorporated Kendall County.

## **PLANNING & ZONING COMMISSION ACTION:**

*In consideration of the proposed mile and one-half review of Kendall County Petition 24-26 for a map amendment 3.6 +/- acres located immediately north of River Road and approximately 0.75 miles from East Eldamain Road, between 11327 and 11209 River Road, from R-1 One-Family Residential District to R-3 One-Family Residential District, the Planning and Zoning Commission recommends to the City Council to not to object to the request.*

### **Action:**

Millen – aye; Williams – aye; Linnane – aye; Vineyard – aye; Hyett – aye; Forristall – aye.

**6 ayes; 0 nays**

## **ATTACHMENTS**

1. Application with Attachments



# Memorandum

To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: October 2, 2024  
Subject: **PZC 2024-23 – Timothy A. Tremain (Rezoning)**  
1.5 Review

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## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Timothy A. Tremain is requesting an approval of a map amendment (rezoning) for 3.6 +/- acres located on the north side of River Road and approximately 0.75 miles from East Eldamain Road between 11327 and 11209 River Road from R-1 One-Family Residential District to R-3 One-Family Residential District. The purpose of the request is to construct a maximum of two (2) single-family houses. The real property is located immediately north of River Road and approximately 0.75 miles from East Eldamain Road in unincorporated Kendall County.

## **PROPERTY BACKGROUND:**

The property is located in between 11327 and 11209 River Road in unincorporated Kendall County, within Lot 1 of the Glen Nelson Subdivision. The approximately 3.6 +/- acres of property consists of one (1) parcel totaling ~114,350 sq. ft. Currently owned by Timothy A. Tremain, the property is currently unimproved. The property fronts River Road and has one (1) access point off River Road. The property is immediately west of Yorkville's corporate boundary, approximately 0.94 miles (~4500 feet) from the White Oak Estates Subdivision.



The property is zoned as R-1 One-Family Residential District and underwent a map amendment (rezoning) in 2007 by Kendall County. In 2007, Ordinance 2007-03 granted the rezoning of the property from A-1 Agricultural District to R-1 One-Family Residential District.

**REQUEST SUMMARY:**

The petitioner, Timothy A. Tremain, is solely requesting the rezoning of the parcel from R-1 One-Family Residential District to R-3 One-Family Residential District. Due to the property being less than 10 acres in size, the property is eligible for rezoning under Section 8:07.H of the Kendall County Zoning Ordinance, which states, “no parcel originally larger than ten (10) acres in size shall qualify for rezoning to this category after January 1, 2001, unless an application has been submitted for such rezoning prior to that date”.

Although, the names of the zoning district are identical, there are significant differences in density between the two zoning districts. To highlight the significant differences between the Bulk and Dimensional Standards of the Kendall County’s R-1 One-Family Residential District, R-3 One-Family Residential District, and the City of Yorkville’s R-3 Multi-Family Attached Residence District. the table below provides a clear comparison.

	Kendall County Regulations for R-1 One-Family Residential District	Kendall County Regulations for R-3 One- Family Residential District	City of Yorkville Regulations for R-3 Multi-Family Attached Residence District
<b>Minimum Lot Size</b>	130,000 sq. ft.	45,000 sq. ft.	9,200 sq. ft.
<b>Minimum Lot Width</b>	200 feet	Width at the established building line equal to forty percent of the depth.	70 feet (90 feet for attached units)
<b>Maximum Lot Coverage</b>	10%	20%	70%
<b>Minimum Front Setback</b>	1. 150 feet from the roadway centerline when fronting on a Federal, State or County roadway or 100 feet from the right-of-way, whichever is greater.  50 feet from the right-of way or access easement on all township or private roadways	50 feet	30 feet
<b>Minimum Side Setback</b>	50 feet	1. Interior lots recorded before October 18, 2005: 10% of the lot width 2. Interior lots recorded after October 18, 2005: 15 feet or 10% of the lot width 3. Side yard adjacent to a street: 30 feet	10 feet  (20 feet for side yards adjoining a street)

<b>Minimum Rear Setback</b>	50 feet	50 feet	30 feet
<b>Maximum Building Height</b>	<p>1. One-family detached dwellings: 40 feet and not more than two and one-half stories</p> <p>Other non-residential permitted or conditional buildings and structures: shall not exceed 45 feet and not more than three stories in height</p>	<p>1. One-family detached dwellings: 40 feet and not more than two and one-half stories</p> <p>Other non-residential permitted or conditional buildings and structures: shall not exceed 45 feet and not more than three stories in height</p>	<p>80 feet (30 feet for dwelling unit)</p>

The primary differences between Kendall County's R-1 and R-3 One-Family Residential Districts center around lot size, lot coverage, and density. The R-1 district requires significantly larger lots, with a minimum size of 130,000 square feet and a width of 200 feet, while the R-3 district allows for smaller lots, with a minimum size of 45,000 square feet and a width equal to 40% of the lot's depth. Additionally, R-1 zoning permits less lot coverage, with a maximum of 10%, compared to 20% in R-3, leading to a more spacious, lower-density feel in R-1 areas. Although both districts share similar rear setbacks and building height restrictions, side yard setbacks in R-1 are uniformly 50 feet, whereas R-3 has variable side setbacks depending on the lot's width and when it was recorded

Lastly, the proposed rezoning request is still much larger than the lot sizes typically found in the City of Yorkville's R-3 Multi-Family Attached Residence District.

**YORKVILLE COMPREHENSIVE PLAN:**

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. The Estate/Conservation Residential future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced.

The proposed addition of approximately two (2) new single-family homes on 3.6 +/- acres, along with the requested rezoning of the property to the R-3 One-Family Residential District is consistent with Yorkville's Comprehensive Plan land use designation for this property. This consistency is due to the low density nature of the proposed development, which aligns with the Estate/Conservation Residential neighborhood.

**STAFF COMMENTS**

Staff is seeking input from the Planning and Zoning Commission as the one-and-a-half-mile review allows for the city to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to City Council on October 22, 2024. This item was delivered to the City on August 23, 2024.

**PROPOSED MOTION**

*In consideration of the proposed mile and one-half review of Kendall County Petition 24-26 for a map amendment 3.6 +/- acres located immediately north of River Road and approximately 0.75 miles from East Eldamain Road, between 11327 and 11209 River Road, from R-1 One-Family Residential District to R-3 One-Family Residential District, the Planning and Zoning Commission recommends to the City Council to (object or not to object) to the request.*

## **ATTACHMENTS**

1. Application with Attachments



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**Petition 24-26**

**Timothy A. Tremain**

**Map Amendment Rezoning from R-1 to R-3**

**INTRODUCTION**

The Petitioners would like a map amendment rezoning approximately three point six more or less (3.6 +/-) acres located on north side of River Road between 11327 and 11209 River Road from R-1 One Family Residential District to R-3 One Family Residential District in order to build two (2) houses at the property.

The property was rezoned in 2007 by Ordinance 2007-03 and is Lot 1 of the Glen Nelson Subdivision.

The property is less than ten (10) acres in size as is eligible for rezoning under Section 8:07.H of the Kendall County Zoning Ordinance.

As of the date of this memo, the Petitioner has not indicated if they will be dividing the land through a Plat Act Exemption or if they will be pursuing a re-subdivision of the property.

The application materials are included as Attachment 1. The zoning plat is included as Attachment 2.

**SITE INFORMATION**

PETITIONERS: Tim A. Tremain

ADDRESS: Between 11327 and 11209 River Road, Plano

LOCATION: North Side of River Road Approximately 0.75 Miles East of Eldamain Road



TOWNSHIP: Bristol

PARCEL #s: 02-30-400-013 and 02-31-201-014

LOT SIZE: 3.6 +/- Acres

EXISTING LAND USE: Vacant

ZONING: R-1 One Family Residential District

LRMP:	Future Land Use	Rural Residential (Max 0.60 DU/Acre) (County) Estate/Conservation Residential (Yorkville)
	Roads	River Road is a Township maintained Minor Collector.
	Trails	The zoning plat (Attachment 2) shows a fifteen foot (15') trail easement along the southern portion of the property.
	Floodplain/Wetlands	There are no floodplains or wetlands on the property

REQUESTED ACTION: Map Amendment Rezoning Property from R-1 One Family Residential District to R-3 One Family Residential District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

**SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	R-1	Rural Residential (County)  Estate/Conservation Residential (Yorkville)	A-1 (County)
South	Wooded and Single-Family Residential	R-3	Rural Residential (County)  Estate/Conservation Residential (Yorkville)	R-3 (County) There are homes on the south side of the Fox River inside Yorkville within a ½ mile
East	Single-Family Residential	A-1	Rural Residential (County)  Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, and R-3
West	Single-Family Residential and Private Road	R-1	Rural Residential (County)  Estate/Conservation Residential (Yorkville)	A-1 (County)

The A-1 special use permits to the east is for a campground (PNA Camp).

**PHYSICAL DATA**

**ENDANGERED SPECIES REPORT**

EcoCAT Report submitted and consultation was terminated; there were protected resources in the area, but adverse impacts were unlikely (see Attachment 1, Pages 12 and 13).

**NATURAL RESOURCES INVENTORY**

The application for NRI was submitted on August 20, 2024 (see Attachment 1, Page 11).

**ACTION SUMMARY**

**BRISTOL TOWNSHIP**

Petition information was sent to Bristol Township on August 23, 2024.

**UNITED CITY OF YORKVILLE**

Petition information was sent to the United City of Yorkville on August 23, 2024.

**BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

Petition information was sent to the Bristol-Kendall Fire Protection District on August 23, 2024.

**GENERAL INFORMATION**

The Petitioners would like to rezone the property in order to build a maximum of two (2) houses on the property.

**BUILDING CODES**

The site is currently vacant. Any future buildings would have to meet applicable building codes.

**UTILITIES**

No utility information was provided.

**ACCESS**

The property fronts Glen Nelson Drive, which is a private road. The zoning plat (Attachment 2) notes that the property cannot access River Road.

**PARKING AND INTERNAL TRAFFIC CIRCULATION**

Any parking would be for residential purposes.

**ODORS**

Based on the proposed uses, no new odors are foreseen.

**LIGHTING**

Lighting would be for residential purposes and would have to follow applicable ordinances.

**LANDSCAPING AND SCREENING**

Landscaping would be for residential uses.

**SIGNAGE**

Signage would be for residential purposes and would have to meet applicable regulations.

**NOISE CONTROL**

The owners of the property would have to follow applicable noise control regulations based on residential uses.

**STORMWATER**

Stormwater control would be evaluated as part of the building permit.

**FINDINGS OF FACT-MAP AMENDMENT**

§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics*. Staff has

provided findings in **bold** below based on the recommendation:

*Existing uses of property within the general area of the property in question. **The surrounding properties are used for agricultural purposes and single-family residential purposes.***

*The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1, R-1, and R-3. In particular, the properties immediate south of the subject property are zoned R-3.***

*The suitability of the property in question for the uses permitted under the existing zoning classification. **One (1) single-family home could be built on the subject property under the present R-1 zoning classification. If a property owner wanted to construct additional homes, a map amendment to a zoning district that allows for small lots, such as the R-3 zoning classification, would be needed.***

*The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. **The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential.***

*Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The subject property is classified as Rural Residential on the Future Land Use Map and the R-3 Zoning District is consistent with this land classification.***

#### **RECOMMENDATION**

Staff recommends approval of the proposed map amendment and variance.

#### **ATTACHMENTS**

1. Application Materials
2. Zoning Plat



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**APPLICATION**

PROJECT NAME Tremain FILE # \_\_\_\_\_

<b>NAME OF APPLICANT (Including First, Middle Initial, and Last Name)</b>		
Tim A. Tremain		
<b>CURRENT LANDOWNER/NAME(s)</b>		
Tim A. Tremain		
<b>SITE INFORMATION</b>		
ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
3.6318	River Road, Yorkville, IL 60560	02-30-400-013 and 02-31-201-014
<b>EXISTING LAND USE</b>		
vacant land	<b>CURRENT ZONING</b>	<b>LAND CLASSIFICATION ON LRMP</b>
	R1	Residential
<b>REQUESTED ACTION (Check All That Apply):</b>		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>R-3</u> )	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
<input type="checkbox"/> AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
<b><sup>1</sup>PRIMARY CONTACT</b>	<b>PRIMARY CONTACT MAILING ADDRESS</b>	<b>PRIMARY CONTACT EMAIL</b>
Daniel J. Kramer	[REDACTED]	[REDACTED]
<b>PRIMARY CONTACT PHONE #</b>	<b>PRIMARY CONTACT FAX #</b>	<b>PRIMARY CONTACT OTHER #(Cell, etc.)</b>
[REDACTED]	[REDACTED]	
<b><sup>2</sup>ENGINEER CONTACT</b>	<b>ENGINEER MAILING ADDRESS</b>	<b>ENGINEER EMAIL</b>
NONE		
<b>ENGINEER PHONE #</b>	<b>ENGINEER FAX #</b>	<b>ENGINEER OTHER # (Cell, etc.)</b>
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.		
<b>SIGNATURE OF APPLICANT</b>		<b>DATE</b>
[REDACTED]		8/20/2024

FEE PAID:\$ \_\_\_\_\_  
 CHECK #: \_\_\_\_\_

<sup>1</sup>Primary Contact will receive all correspondence from County  
<sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants

Tremain Map Amendment Findings of Fact

1. Contiguous and nearby properties are used for low density Single-Family Residences and a mixture of Agricultural uses, as well as Forested land which remains in its natural state.
2. There is a combination of R-1 Single Family, R-3 Single Family, and A-1 Zoning Districts.
3. The property primarily consists of vacant land R-1 Zoned Residential Land.
4. The trend of development has been slow growth R-1, R-3, and A-1 Allocation Single Family Residences.
5. The proposed use is consistent with the Kendall County Comprehensive Plan providing for low density Single Family Residential uses when there is a low Agricultural productivity and Low Site rating under the Kendall County LESA Rating Systems; as well as the United City of Yorkville Comprehensive Plan which shows low density Single-Family Residences being developed within a Mile and ½ of the City Limits.

**LEGAL DESCRIPTION OF TRACT TO BE REZONED:**

Lot 1 of Glen Nelson Subdivision, being a Subdivision of Part of the Northeast Quarter of Section 31 and Part of the Southeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233,

**LEGAL DESCRIPTION OF TRACT "A":**

That Part of Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of  $93^{\circ}58'36''$  with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

**LEGAL DESCRIPTION OF TRACT "B":**

Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, EXCEPT that Part described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of  $93^{\circ}58'36''$  with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

20060000000000000000  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
GLEN A. NELSON  
PAMALA A. NELSON  
WARR DEED \$15,000  
TICOR Title

# WARRANTY DEED

Statutory (Illinois)

**THE GRANTORS,  
GLEN A. NELSON and  
PAMALA A. NELSON,  
Husband and Wife**

of [REDACTED]  
in the [REDACTED]  
and [REDACTED]  
*TICOR - 98188*

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

**TIM TREMAIN**

whose address is: [REDACTED]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

**SEE ATTACHED LEGAL DESCRIPTION**

**SUBJECT TO:** Existing easements, covenants, and restrictions of record, and 2006 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: Part of 02-31-201-008  
Address of Real Estate: Vacant land on River Road, Plano, IL 60545

COUNTY OF KENDALL  
REAL ESTATE TRANSFER TAX  
125.0000

Dated this 28th Day of November, 2006.

[REDACTED]

GLEN A. NELSON

[REDACTED]

PAMALA A. NELSON



Ticor Title  
674 Veterans Pkwy. #C  
Yorkville, IL 60586



November 28, 2006

**METES AND BOUNDS LEGAL DESCRIPTION OF PROPOSED LOT 1 AND PART OF RIVER ROAD**

**GLEN NELSON SUBDIVISION, BRISTOL TWP., KENDALL CO., ILLINOIS:**

**LEGAL DESCRIPTION OF PROPOSED LOT 1 AND PART OF RIVER ROAD:**

That part of the Southeast Quarter of Section 30 and that part of the Northeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 268.29 feet to the centerline of River Road; thence Southwesterly, along said centerline, 1337.30 feet to the East Line of a Tract conveyed to Lloyd E. Nelson by a Warranty Deed recorded as Document 72-1896, as said Line is monumented and occupied, for the point of beginning; thence Northerly, along said East Line, 494.81 feet; thence Westerly, along a line which forms an angle of 88°42'02" with the last described course, measured clockwise therefrom, 350.61 feet; thence Southerly, along a line which forms an angle of 87°19'22" with the last described course, measured clockwise therefrom, 554.09 feet to said centerline; thence Easterly, along said centerline, 318.97 feet to the point of beginning in Bristol Township, Kendall County, Illinois, containing 4.0000 acres.

Attachment 1, Page 7  
PLAT ACT AFFIDAVIT  
(FILE WITH THE RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF KENDALL        )

DOCUMENT #

DANIEL J. KRAMER, being duly sworn on oath, states that he resides at

[REDACTED]

. That the attached deed represents:

1. The subject property is unsubdivided property.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division of subdivision of the land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
4. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale of exchange of parcels of land is between owners of adjoining and contiguous land.
6. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
7. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. The conveyance is made to correct descriptions in prior conveyances.
10. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
11. The sale is of a single lot of less than five acres from a larger tract, evidenced by a survey made by a registered surveyor which single lot is the first sale from said larger tract as determined by the dimensions and configurations thereof on October 1, 1973, and which sale does not violate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

[REDACTED]  
DANIEL J. KRAMER, Attorney at Law

SUBSCRIBED AND SWORN to before me

this 28 day of November, 2006

[REDACTED]

Notary Public





**WARRANTY DEED**

201000002510

# SA3739650

Mail to:

Tim Tremain



DEBBIE  
GILLETTE  
KENDALL COUNTY, IL

RECORDED: 2/8/2010 1:05 PM  
MD: 170.25 RHPSP FEE: 10.00  
PAGES: 3

Name and address of taxpayer:

Tim Tremain



**THE GRANTORS**, Glen A. Nelson and Pamala A. Nelson, husband and wife, of [REDACTED] for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANTY to Tim Tremain, the following described Real Estate situated in the County of Kendall, in the State of Illinois, to wit:

Legal Description Attached

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, 735 ILCS 5/12-901, et seq. SUBJECT TO: (1) general real estate taxes for 2009 and subsequent years; and (2) covenants, conditions and restrictions of record. THIS IS NOT HOMESTEAD PROPERTY.

Permanent Index Numbers: 02-30-400-010, ~~02-30-400-012~~ 02-30-400-013  
02-30-400-012; 02-31-201-013

Property Address: Lot 2, Glen Nelson Subdivision, River Rd, Plano, Illinois

DATED this 23<sup>rd</sup> day of December, 2009.



(SEAL)

Seller

Glen A. Nelson



(SEAL)

Seller

Pamala A. Nelson

**[PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)]**



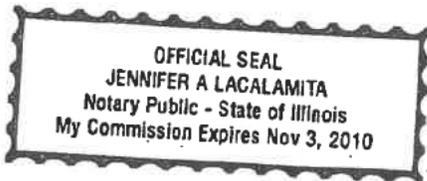
CHICAGO TITLE INSURANCE CO.  
Riverside Yorkville Office



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF KENDALL )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Glen A. Nelson and Pamala A. Nelson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

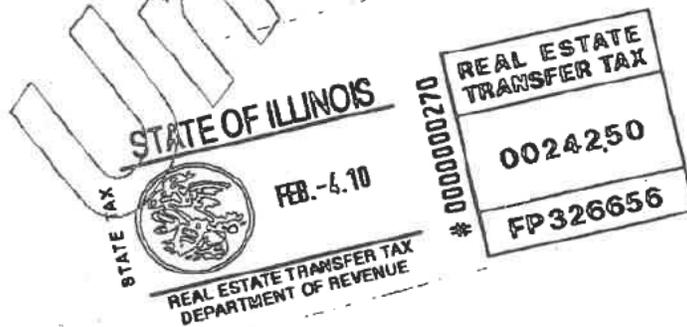
Given under my hand and official seal this 23<sup>rd</sup> day of December, 2009.



Notary Public

This instrument was prepared by:

Joseph B. Fahey  
Attorney At Law  
905 Bristol St.  
Yorkville, IL 60560



COUNTY OF KENDALL  
REAL ESTATE TRANSFER TAX  
\$ 121.25 *sg*





# CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1410 SA3733050 YK  
**STREET ADDRESS:** LOT 2 GLEN NELSON SUBDIVISION, RIVER ROAD  
**CITY:** PLANO **COUNTY:** KENDALL  
**TAX NUMBER:** 02-30-400-010-0000

**LEGAL DESCRIPTION:**

LOT 2 IN GLEN NELSON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31 AND PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED JUNE 20, 2007 AS DOCUMENT 200700019233.

Unofficial





7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

[www.kendallswcd.org](http://www.kendallswcd.org)

**NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION**

**Petitioner:** Tim A. Tremain **Contact Person:** Daniel J. Kramer  
 Address: [Redacted]  
 City, State, Zip: [Redacted]  
 Phone Number: [Redacted]  
 Email: [Redacted]

Please select: How would you like to receive a copy of the NRI Report?  Email  Mail

**Site Location & Proposed Use**

Township Name Bristol Township 37 N, Range 7 E, Section(s) 30  
 Parcel Index Number(s) 02-30-400-013 and 02-31-201-014  
 Project or Subdivision Name Tremain Number of Acres 3.6318  
 Current Use of Site vacant land Proposed Use 2 single family homes  
 Proposed Number of Lots 2 Proposed Number of Structures 2  
 Proposed Water Supply individual well Proposed type of Wastewater Treatment individual septic  
 Proposed type of Storm Water Management none

**Type of Request**

- Change in Zoning from R-1 to R-3
- Variance (Please describe fully on separate page)
- Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: Kendall County Planning, Building, and Zoning

**In addition to this completed application form, please including the following to ensure proper processing:**

- Plat of Survey/Site Plan** – showing location, legal description and property measurements
- Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
- If available: topography map, field tile map, copy of soil boring and/or wetland studies
- NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.  
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	\$	<u>375.00</u>
<u>        </u> Additional Acres at \$18.00 each	\$	<u>        </u>
<b>Total NRI Fee</b>	\$	<u>375.00</u>

**NOTE:** Applications are due by the 1<sup>st</sup> of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

**I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.**

X [Redacted Signature]  
**Petitioner or Authorized Agent**

8/20/2024  
**Date**

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

**FOR OFFICE USE ONLY**

NRI#          Date initially rec'd          Date all rec'd          Board Meeting           
 Fee Due \$          Fee Paid \$          Check #          Over/Under Payment          Refund Due



**Applicant:** Tim A. Tremain  
**Contact:** DANIEL J. KRAMER  
**Address:** [Redacted]

**IDNR Project Number:** 2502416  
**Date:** 08/20/2024

**Project:** Tremain  
**Address:** River Road, Yorkville

**Description:** Rezone property from R-1 to R-3 to build two single family homes

### Natural Resource Review Results

#### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

- Fox River INAI Site
- Butternut (*Juglans cinerea*)
- Mottled Sculpin (*Cottus bairdii*)
- Mottled Sculpin (*Cottus bairdii*)
- Osprey (*Pandion haliaetus*)
- River Redhorse (*Moxostoma carinatum*)
- Rusty Patched Bumble Bee (*Bombus affinis*)

**An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.**

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.



**County:** Kendall

**Township, Range, Section:**

37N, 7E, 30

37N, 7E, 31

#### IL Department of Natural Resources

##### Contact

Adam Rawe  
217-785-5500  
Division of Ecosystems & Environment

#### Government Jurisdiction

Kendall County Planning, Building, and Zoning  
Matt Asselmeier  
111 W. Fox Street  
Yorkville, Illinois 60560



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

August 20, 2024

DANIEL J. KRAMER

Tim A. Tremain  
[REDACTED]

**RE: Tremain**

**Project Number(s): 2502416**

**County: Kendall**

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.



Adam Rawe  
Division of Ecosystems and Environment  
217-785-5500

# ZONING PLAT OF LOT 1 BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS

SCALE  
1"=50'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- 624— Indicates Contour Elevation
- + 623.19 Indicates Spot Elevation

BENCHMARKS -- (NAVD88)

BM#1 - Magnail in North Edge of Pavement at Southwest Corner of Lot 1  
Elevation = 624.48

BM#2 - Magnail in North Edge of Pavement at Southeast Corner of Lot 1  
Elevation = 624.35

**DEVELOPER:**

Mr. Tim Tremain

**AREA OF TRACT:**

3.6318 Acres  
(158202 sq.ft.)

**PRESENT ZONING:**

R1  
(One-Family Estate Residence District)

**PROPOSED ZONING:**

R3  
(One-Family Residence District)

**SOILS (From USCS Soils Map)**

**791A** Rush Silt Loam, 0 to 2% slopes

**LEGAL DESCRIPTION OF TRACT TO BE REZONED:**

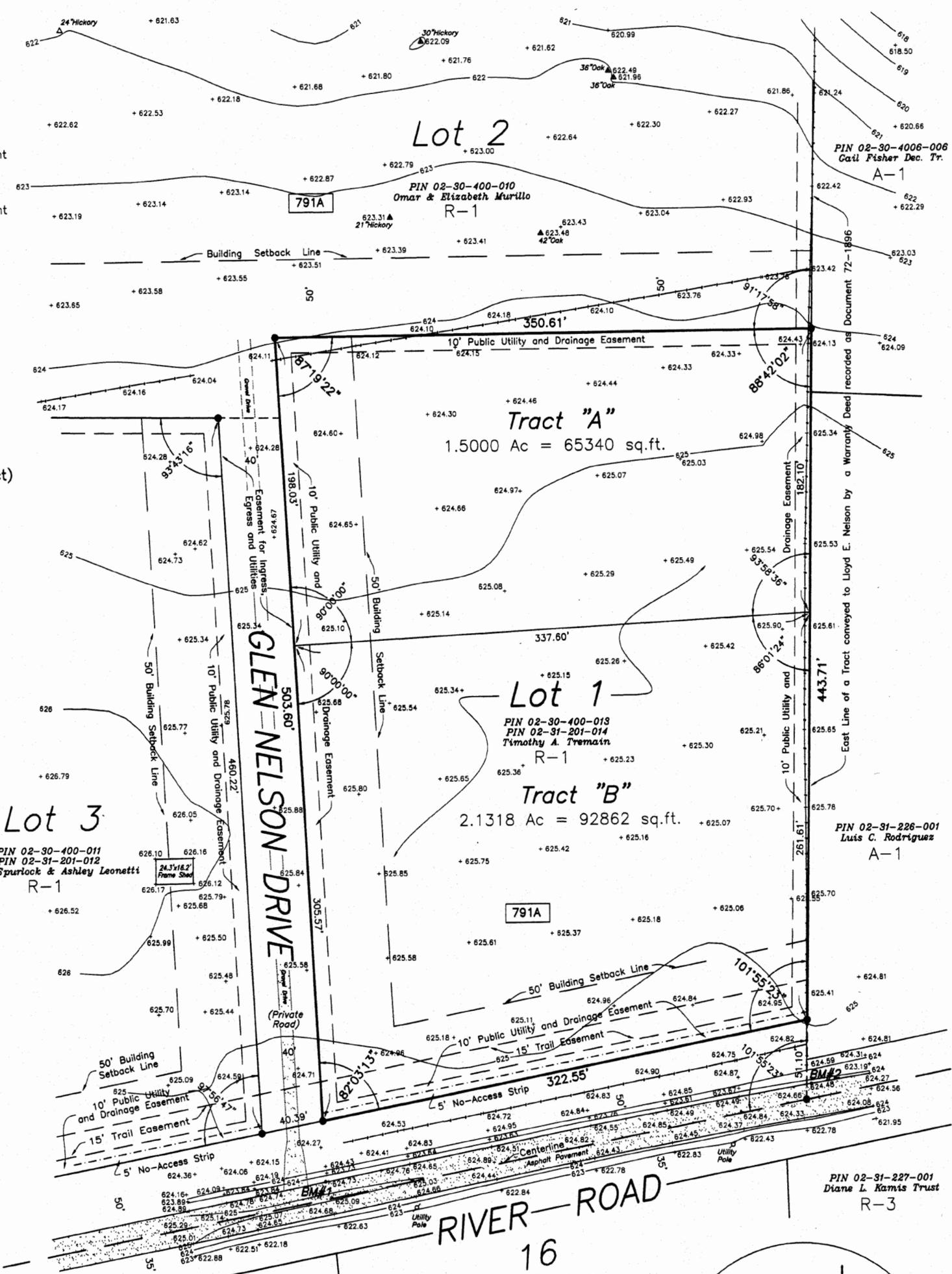
Lot 1 in Glen Nelson Subdivision, being a Subdivision of Part of the Northeast Quarter of Section 31 and Part of the Southeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian, in Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 30, 2007 as Document 200700019233.

**LEGAL DESCRIPTION OF TRACT "A":**

That Part of Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of 93°58'36" with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

**LEGAL DESCRIPTION OF TRACT "B":**

Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, EXCEPT that Part described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of 93°58'36" with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

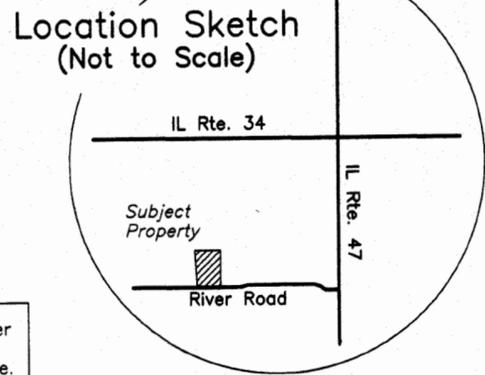


**Lot 3**  
PIN 02-30-400-011  
PIN 02-31-201-012  
Joseph Spurlock & Ashley Leonetti  
R-1

**Lot 1**  
PIN 02-30-400-013  
PIN 02-31-201-014  
Timothy A. Tremain  
R-1

**Tract "B"**  
2.1318 Ac = 92862 sq.ft.

**Tract "A"**  
1.5000 Ac = 65340 sq.ft.



NOTE: Lots 1 and 2 have no direct access to River Road and access is granted to River Road only through the private road known as Glen Nelson Drive. Lot 3 may access River Road through the 40-foot wide opening in the 5-foot No-Access Strip.

August 20, 2024

JOB NO.	24047
JOB NAME	TREMAIN
DWG FILE	24047B

**Phillip D. Young and Associates, Inc.**  
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street  
Yorkville, Illinois 60560  
Telephone (630)553-1580



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

Agenda Item Number

Planning and Zoning Commission #3

Tracking Number

PZC 2024-24 & EDC 2024-69

### Agenda Item Summary Memo

**Title:** Kendall Co. Petition 24-27 (Steve W. Jeffers on behalf of Revolution Investments, LLC)

**Meeting and Date:** City Council – October 22, 2024

**Synopsis:** 1.5-Mile Review of a plat of vacation.

**Council Action Previously Taken:**

Date of Action: PZC – 10/9/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-24 & EDC 2024-69

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Sara Mendez Community Development  
Name Department

**Agenda Item Notes:**

See attached memo.



# Memorandum

To: City Council  
From: Sara Mendez, Planner I  
Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: October 16, 2024  
Subject: **PZC 2024-24 – Steve W. Jeffers on behalf of Revolution Investments, LLC**  
1.5 Mile Review

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## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Steve W. Jeffers on behalf of Revolution Investments, LLC, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 110 and 111) within the Whitetail Ridge subdivision. The purpose of the request is to construct a home in the center of the combined lots. The real property is located at 5862 and 5834 Championship Court, which is generally located at the north of the East Schoolhouse Road (IL Route 126) between Grove Road and Hopkins Road in unincorporated Kendall County.

## **PLANNING & ZONING COMMISSION ACTION**

*In consideration of the proposed mile and half review of Kendall County Petition 24-27 for a plat of vacation to vacate the public utility easement between two (2) parcels (Lots 110 and 111) within the Whitetail Ridge Subdivision commonly known as 5862 and 5834 Championship Court, the Planning and Zoning Commission recommends the City Council to not object to the request.*

### **Action:**

Millen – aye; Williams – aye; Linnane – aye; Vineyard – aye; Hyett – aye; Forristall – aye.

**6 ayes; 0 nays**

## **ATTACHMENTS**

1. Application with Attachments



# Memorandum

To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: October 2, 2024  
Subject: **PZC 2024-24 – Steve W. Jeffers on behalf of Revolution Investments, LLC**  
1.5 Mile Review

---

## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Steve W. Jeffers on behalf of Revolution Investments, LLC, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 110 and 111) within the Whitetail Ridge subdivision. The purpose of the request is to construct a home in the center of the combined lots. The real property is located at 5862 and 5834 Championship Court, which is generally located at the north of the East Schoolhouse Road (IL Route 126) between Grove Road and Hopkins Road in unincorporated Kendall County.

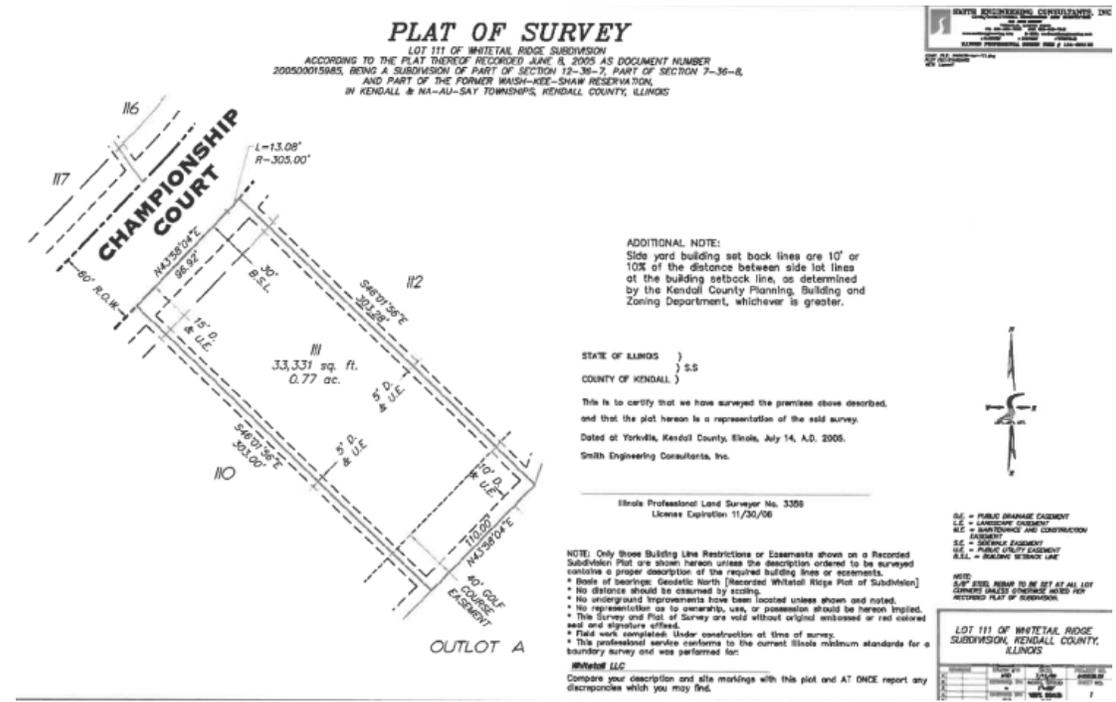
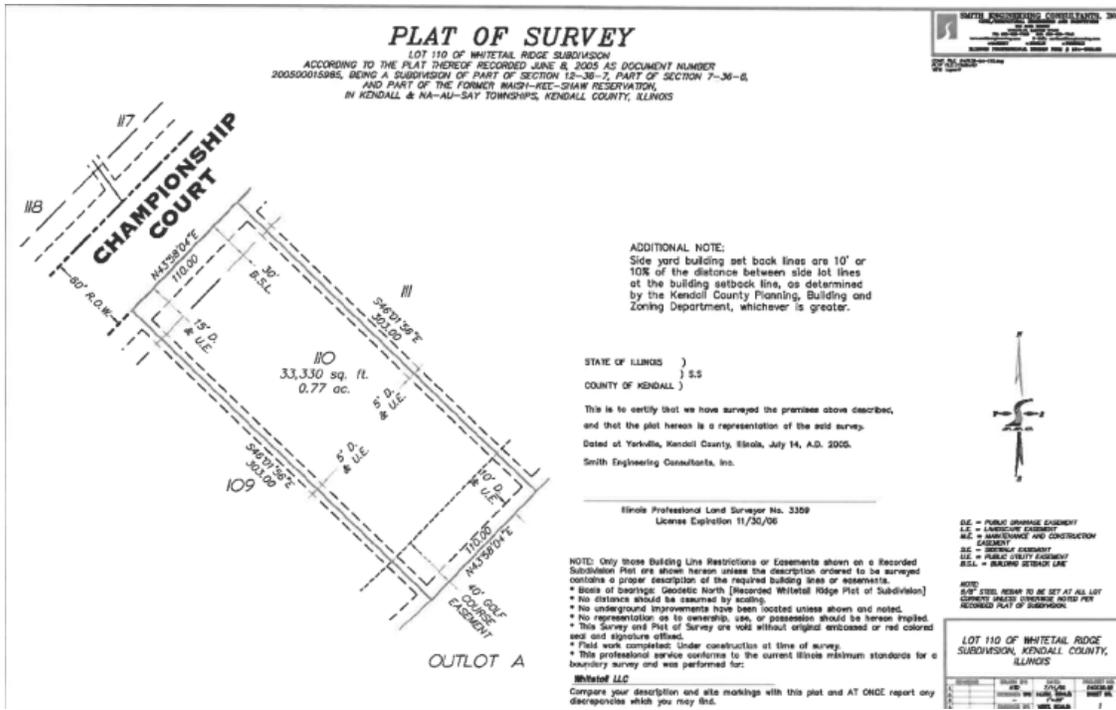
## **PROPERTY BACKGROUND:**

The property is located at 5862 and 5834 Championship Court in unincorporated Kendall County. The approximately 1.5-acre property, platted as two (2) separate parcels each totaling ~66,867 sq. ft. Currently, the property is unimproved. While the parcel is not immediately adjacent to incorporated Yorkville, it is approximately 2.3 miles (~12,200 feet) east of the Prestwick of Ashley Pointe subdivision.



## **REQUEST SUMMARY:**

The petitioners are proposing to vacate the existing combined ten (10) foot drainage and utility easements between Lots 110 and 111 within the Whitetail Ridge for the purpose of constructing a home in the center of the combined lots. The County's engineering consultant, WBK Engineering, reviewed the vacation of the easement from the drainage perspective proposed and does not oppose the request to vacate the easements. The Whitetail Ridge Homeowners Association (HOA) also is agreeable to the request.



**YORKVILLE COMPREHENSIVE PLAN:**

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. This future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced.

The current land use within an open space golf course development and the proposed detached single-family home on a 1.5-acre lot is consistent with Yorkville's Comprehensive Plan land use designation for

this property. If approved, the proposed plat of vacation does not alter the land use and maintains its consistency with the areas future land use plans.

### **STAFF COMMENTS**

Staff has reviewed the request for easement vacation and generally does not oppose the request. It will not affect the existing drainage within the planned development. Additionally, the land use is consistent with the City's Comprehensive Plan and the vacation of the drainage and utility easements will not affect the future use of the land as it will remain residential in nature.

Staff is seeking input from the Planning and Zoning Commission as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to City Council at the October 22, 2024 meeting. This item was delivered to the City on August 23, 2024.

### **PROPOSED MOTION**

*In consideration of the proposed mile and half review of Kendall County Petition 24-27 for a plat of vacation to vacate the public utility easement between two (2) parcels (Lots 110 and 111) within the Whitetail Ridge Subdivision commonly known as 5862 and 5834 Championship Court, the Planning and Zoning Commission recommends the City Council to (object or not object) to the request.*

### **ATTACHMENTS**

1. Application with Attachments



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**Petition 24-27**

**Steve W. Jeffers on Behalf of Revolution Investments, LLC  
Plat of Vacation of a Drainage and Utility Easement  
in Whitetail Ridge Subdivision**

**INTRODUCTION**

A ten foot (10') drainage and utility easement presently exists between Lots 110 and 111 in Whitetail Ridge Subdivision. The Petitioner own the subject lots and would like to construct a home in the center of the combined lots.

**SITE INFORMATION**

**PETITIONER** Steve W. Jeffers on Behalf of Revolution Investments, LLC

**ADDRESS** 5682 and 5834 Championship Court, Yorkville (Lots 110 and 111 of Whitetail Ridge)

**LOCATION** Approximately 0.10 Miles Northwest of the Intersection of Clubhouse Drive and Championship Court on the South Side of Championship Court



**TOWNSHIP** Na-Au-Say Township

**PARCEL #s** 06-07-374-004 and 06-07-374-005

**LOT SIZE** 1.5 +/- Acres

**EXISTING LAND USE** Residential/Vacant

**ZONING** RPD-2

LRMP	Current Land Use	Vacant One-Family Residential
	Future Land Use	Rural Residential (Max 0.65 Du/Acre)
	Roads	Championship Court is a Township Road classified as a Local Road
	Trails	None
	Floodplain/Wetlands	None

**REQUESTED ACTION** Vacate a Ten Foot (10') Drainage and Utility Easement Between Lots 110 and 111

**APPLICABLE REGULATIONS** Section 7.06 (Subdivision Control Ordinance)

**SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 Mile
North	Single-Family Residential	RPD-2	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A
East	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A
West	Single-Family Residential	RPD-2	Rural Residential	N/A

The RPD-2 special use is for a golf course.

**ACTION SUMMARY**

**NA-AU-SAY TOWNSHIP**

Na-Au-Say Township was emailed information on August 23, 2024.

**UNITED CITY OF YORKVILLE**

The United City of Yorkville was emailed information on August 23, 2024.

**BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

The Bristol-Kendall Fire Protection District was emailed information on August 23, 2024.

**GENERAL**

The application materials are included as Attachment 1. The plat of vacation is included as Attachment 2. The topographic information is included as Attachment 3.

On August 22, 2024, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 4.

On August 22, 2024, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA had no objections to the requested easement vacation. This email is included as Attachment 5.

As of the date of this memo, the Petitioner was still obtaining approvals from the utilities.

**RECOMMENDATION**

Staff recommends approval of the requested easement vacation provided that Lots 110 and 111 remain under the same ownership.

**ATTACHMENTS**

1. Application Materials
2. Plat of Vacation
3. Topographic Information
4. August 22, 2024, Email from WBK Engineering
5. August 22, 2024, Email from Homeowners' Association



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**APPLICATION**

**PROJECT NAME** Revolution Investments, LLC **FILE #:** \_\_\_\_\_

<b>NAME OF APPLICANT (Including First, Middle Initial, and Last Name)</b> Steve W. Jeffers		
<b>CURRENT LANDOWNER/NAME(s)</b> Revolution Investments, LLC		
<b>SITE INFORMATION</b> ACRES .0695 acres	<b>SITE ADDRESS OR LOCATION</b> Lots 110 and 111 Championship Court, Yorkville, IL 60560	<b>ASSESSOR'S ID NUMBER (PIN)</b> 06-07-374-004 06-07-374-005
<b>EXISTING LAND USE</b> vacant residential lots	<b>CURRENT ZONING</b> PUD	<b>LAND CLASSIFICATION ON LRMP</b> PUD
<b>REQUESTED ACTION (Check All That Apply):</b>		
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MAP AMENDMENT (Rezone to _____)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input checked="" type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
<input type="checkbox"/> AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
<b>PRIMARY CONTACT</b> Attorney Daniel J. Kramer	<b>PRIMARY CONTACT MAILING ADDRESS</b> [REDACTED]	<b>PRIMARY CONTACT EMAIL</b> [REDACTED]
<b>PRIMARY CONTACT PHONE #</b> [REDACTED]	<b>PRIMARY CONTACT FAX #</b> [REDACTED]	<b>PRIMARY CONTACT OTHER #(Cell, etc.)</b> [REDACTED]
<b>ENGINEER CONTACT</b> Eric at Todd Surveying	<b>ENGINEER MAILING ADDRESS</b> [REDACTED]	<b>ENGINEER EMAIL</b> [REDACTED]
<b>ENGINEER PHONE #</b> [REDACTED]	<b>ENGINEER FAX #</b> [REDACTED]	<b>ENGINEER OTHER # (Cell, etc.)</b> [REDACTED]
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. <b>THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.</b>		
<b>SIGNATURE OF APPLICANT</b> [REDACTED]		<b>DATE</b> August 20, 2024

**FEE PAID:** \$ \_\_\_\_\_  
**CHECK #:** \_\_\_\_\_

<sup>1</sup>Primary Contact will receive all correspondence from County

<sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants

Date Stamp Here If Checklist Is Complete

KENDALL COUNTY  
DISCLOSURE OF BENEFICIARIES FORM

1 Applicant Revolution Investments, LLC  
Address [REDACTED]  
City [REDACTED] State IL Zip 60541

2. Nature of Benefit Sought Landowner

3. Nature of Applicant: (Please check one)

- Natural Person (a)
- Corporation (b)
- Land Trust/Trustee (c)
- Trust/Trustee (d)
- Partnership (e)
- Joint Venture (f)

X Limited Liability Company

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

A Limited Liability Company that owns the land

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
Stephen Jeffers	[REDACTED]	50%
Angela Jeffers	[REDACTED]	50%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Dnaiel J. Kramer, Attorney for Applicant [REDACTED]

I, Colleen Hanson VERIFICATION, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 21st day of August, A.D. 2024

(seal)



[REDACTED] Notary Public



Office of the Secretary of State  
**ilsos.gov**

# Business Entity Search

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## Entity Information

<b>Entity Name</b>	REVOLUTION INVESTMENTS LLC		
<b>Principal Address</b>	8942 WILCOX CT NEWARK,IL 605419119		
<b>File Number</b>	11613802	<b>Status</b>	ACTIVE on 02-07-2024
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>Org. Date/Admission Date</b>	03-23-2022	<b>Jurisdiction</b>	IL
<b>Duration</b>	PERPETUAL		
<b>Annual Report Filing Date</b>	02-07-2024	<b>Annual Report Year</b>	2024
<b>Agent Information</b>	ANGIE JEFFERS [REDACTED]	<b>Agent Change Date</b>	03-23-2022

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Managers

↑ Address

JEFFERS, ANGELA

JEFFERS, STEPHEN



Showing 1 to 2 of 2 entries

Previous 1 Next



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**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**Fidelity National Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Law Offices of Daniel J. Kramer

By   
Authorized Signatory

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Registered Agent: Law Offices of Daniel J. Kramer 



**WHEATLAND**  
TITLE COMPANY

5/1/2024 12:01PM  
Commitment for Title Insurance  
[2021 v. 01.00 (07-01-2021)]

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

<b>ORIGINATING OFFICE:</b> Wheatland Title Company 105 W. Veterans Parkway Yorkville, IL 60560 Main Phone: (630) 892-2323 Email: closings@wheatlandtitle.com	<b>FOR SETTLEMENT INQUIRIES, CONTACT:</b> Wheatland Title Company 105 W. Veteran's Parkway Yorkville, IL 60560 Main Phone: 630-892-2323 x 9989 Email: closings@wheatlandtitle.com
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Name & Address of Title Insurance Agent: Law Offices of Daniel J. Kramer



Issuing Office File Number: WTC-HC-2024KL-11233

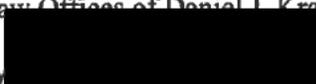
Property Address: 5834 & 5862 Championship Court, Yorkville, IL 60560

**SCHEDULE A**

1. Commitment Date: April 25, 2024
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured: Revolution Investments, LLC  
Proposed Amount of Insurance: \$110,000.00  
The estate or interest to be insured: FEE SIMPLE
  - b. 2021 ALTA® Lender's Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured: FEE SIMPLE
3. The estate or interest in the Land at the Commitment Date is:  
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:  
Whitetail Developments, LLC
5. The Land is described as follows:  
See Exhibit A Attached

**Fidelity National Title Insurance Company**

Law Offices of Daniel J. Kramer

By   
Authorized Signatory

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Registered Agent: Law Offices of Daniel J. Kramer 

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**WHEATLAND**  
TITLE COMPANY

5/1/2024 12:01PM  
Commitment for Title Insurance  
[2021 v. 01.00 (07-01-2021)]

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**Exhibit A**

LOTS 110 AND 111 OF WHITETAIL RIDGE SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.
12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.

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Registered Agent: Law Offices of Daniel J. Kramer [REDACTED]



13. We should be furnished (A) a certification from the Illinois Secretary of State that Whitetail Developments, LLC has properly filed its articles of organization; (B) a copy of the articles of organization together with any amendments thereto; (C) a copy of the operating agreement together with any amendments thereto; (D) a list of incumbent managers or a roster of current members if managers have not been appointed; and (E) a certification that no event of dissolution has occurred.

In the event of a sale of all or substantially all of the assets of said limited liability company, we should be furnished a copy of the resolution adopted by the members of said limited liability company authorizing the sale and the execution and delivery of the anticipated deed. This commitment is subject to such additional requirements and/or exceptions as may be deemed necessary upon our review of these exhibits.

14. Upon any conveyance or mortgage of the land, a statement from the Secretary of the Board of Managers that there are no unpaid assessment liens arising by reason of the nonpayment of assessments should be furnished.

**END OF SCHEDULE B, Part I**

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5/1/2024 12:01PM  
 Commitment for Title Insurance  
 [2021 v. 01.00 (07-01-2021)]

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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**SCHEDULE B, PART II, CONTINUED**

7. Taxes and assessments for the year 2023 and all subsequent years are a lien but not yet due and payable.

8. Tax Year: 2022

Tax ID #: 06-07-374-005  
Taxes Assessed in the Name of: Whitetail Development LLC  
18 Stonehill Rd  
Oswego, IL 60543  
Total Annual Tax: \$1.26  
First Installment Amount: \$0.63  
First Installment Status: Paid  
Second Installment Amount: \$0.63  
Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

Tax Year: 2022

Tax ID #: 06-07-374-004  
Taxes Assessed in the Name of: Whitetail Development LLC  
18 Stonehill Rd  
Oswego, IL 60543  
Total Annual Tax: \$1.26  
First Installment Amount: \$0.63  
First Installment Status: Paid  
Second Installment Amount: \$0.63  
Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

9. Intentionally Left Blank

10. Building setback line of 30 feet from the northwesterly lot line, 10 feet from the northeasterly and southwesterly lot line, and 50 feet from the southeasterly lot line as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

11. Easement for public utilities and drainage over and across the northwesterly 15 feet, northeasterly and southwesterly 5 feet, and southeasterly 10 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

12. Easement for golf course over and across the southeasterly 40 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

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13. Building Lines and Easements as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985; Document No. 200500015985.

14. Covenants, conditions, restrictions and easements contained in Declaration of Protective Covenants for Whitetail Ridge Homeowners Association, recorded on June 9, 2005 as Document No. 200500015992; Document No. 200500015992.

Note: See document copy for particulars.

15. Amendment to Declaration of Protective Covenants for Whitetail Ridge Subdivision Homeowners' Association recorded September 16, 2020 as Document Number 202000017966

Note: See document copy for particulars.

16. Terms and conditions contained in By-Laws for Whitetail Ridge Subdivision Homeowners' Association recorded July 1, 2011 as Document No. 201100010720 in the Kendall County Recorder's Office.

17. Terms and conditions contained in Consent to Creation of Special Service Tax Area dated March 16, 2005 and recorded June 9, 2005 as Document No. 200500015986 made by Whitetail Development, LLC recorded in the Kendall County Recorder's Office.

18. Terms and conditions contained in an Ordinance establishing a back-up Special Tax Service Area Number 2005-32 for Whitetail Ridge Subdivision recorded June 9, 2005 as Document No. 200500015987 recorded in the Kendall County Recorder's Office.

19. Terms and conditions contained in an Ordinance Establishing a back-up Special Tax Service Area Number 2005-33 recorded June 9, 2005 as Document No. 200500015988 made by the County of Kendall, recorded in the Kendall County Recorder's Office.

20. Terms and conditions contained in an Ordinance Establishing Back Up Special Tax Service Area 2005-30 recorded June 9, 2005 in Document No. 200500015990 made by County of Kendall, recorded in the Kendall County Recorder's Office.

21. Terms and conditions contained in an Ordinance enabling creation of Special Service Area 2005-31 recorded June 9, 2005 in Document No. 200500015991 made by County of Kendall, recorded in the Kendall County Recorder's Office.

22. Terms and conditions contained in a Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 as Document No. 200500015993 made by Whitetail Development, LLC to Whitetail Ridge Homeowners Association LLC recorded in the Kendall County Recorder's Office.

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AMERICAN  
LAND TITLE  
ASSOCIATION





- 
23. Terms, conditions and provisions contained in Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 in Document No. 200500015994 made by Whitetail Development, LLC to Whitetail Ridge Golf Club, LLC recorded in the Kendall County Recorder's Office.
  24. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
  25. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

**END OF SCHEDULE B, Part II**

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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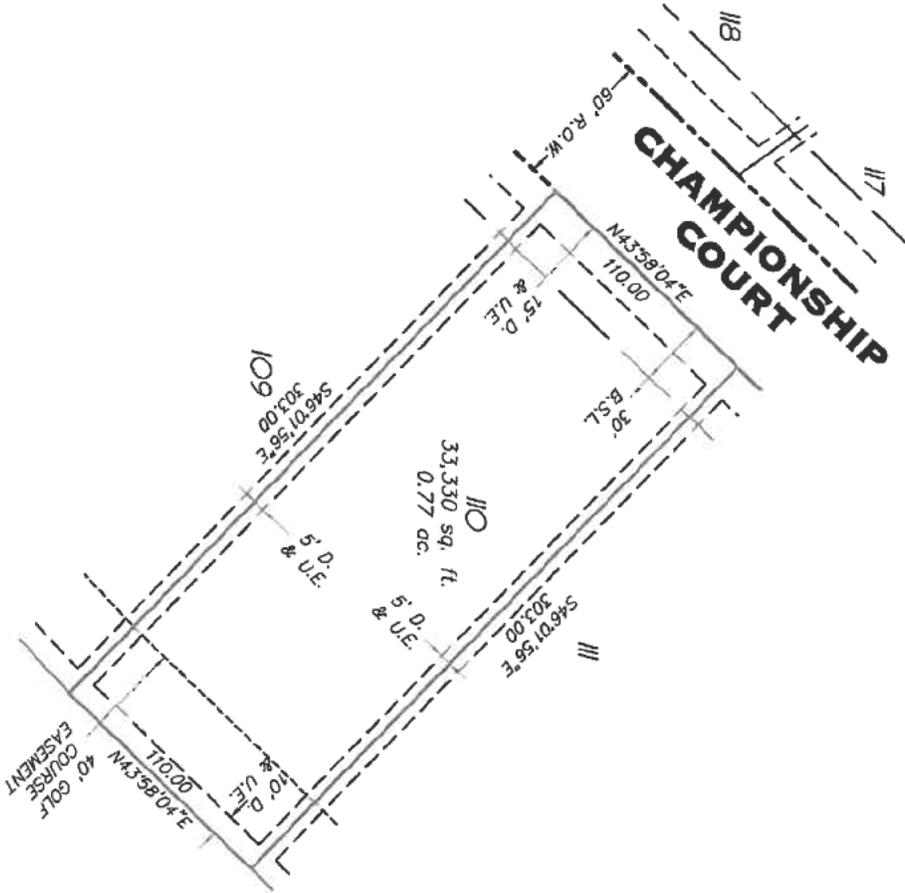
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AMERICAN  
LAND TITLE  
ASSOCIATION



# PLAT OF SURVEY

ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005 AS DOCUMENT NUMBER 200500015985, BEING A SUBDIVISION OF PART OF SECTION 12-36-7, PART OF SECTION 7--36-8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL & NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS



**ADDITIONAL NOTE:**  
Side yard building set back lines are 10' or 10% of the distance between side lot lines at the building setback line, as determined by the Kendall County Planning, Building and Zoning Department, whichever is greater.

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

This is to certify that we have surveyed the premises above described, and that the plat hereon is a representation of the said survey.  
Dated at Yorkville, Kendall County, Illinois, July 14, A.D. 2005.  
Smith Engineering Consultants, Inc.

Illinois Professional Land Surveyor No. 3359  
License Expiration 11/30/06

**NOTE:** Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.  
• Basis of bearings: Cassidite North [Recorded Whitehall Ridge Plat of Subdivision]  
• No distance should be assumed by scaling.  
• No underground improvements have been located unless shown and noted.  
• No representation as to ownership, use, or possession should be hereon implied.  
• This Survey and Plat of Survey are void without original embossed or red colored seal and signature offset.  
• Field work completed: Under construction at time of survey.  
• This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

**Whitehall LLC**  
Compare your description and all markings with this plat and AT ONCE report any discrepancies which you may find.



- DL = PUBLIC DRAINAGE EASEMENT
- LE = LANDSCAPE EASEMENT
- ME = MECHANICAL EASEMENT
- FE = FENCE EASEMENT
- SE = SEWER EASEMENT
- UE = PUBLIC UTILITY EASEMENT
- BSL = BUILDING SETBACK LINE

**NOTE:** CERT. BEARS TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED PER RECORDED PLAT OF SUBDIVISION.

LOT 110 OF WHITEHALL RIDGE  
SUBDIVISION, KENDALL COUNTY,  
ILLINOIS

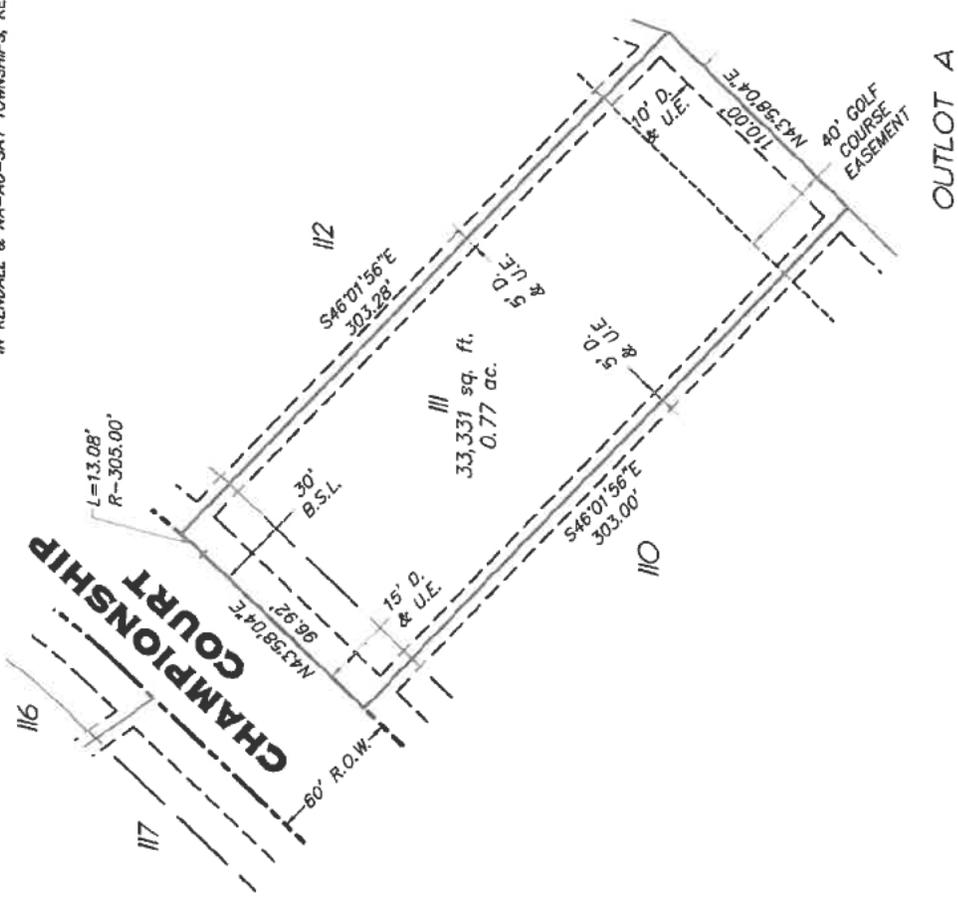
DATE	BY	REVISION

**SMITH ENGINEERING CONSULTANTS, INC.**  
Professional Land Surveyors  
1100 N. WASHINGTON ST., YORKVILLE, IL 62458  
TEL: 618-835-2200 FAX: 618-835-2201  
WWW.SMITHENGINEERINGCONSULTANTS.COM

**SMITH ENGINEERING CONSULTANTS, INC.**  
 CIVIL ENGINEERING  
 1000 N. WASHINGTON ST., SUITE 200  
 YORKVILLE, ILLINOIS 62458-1000  
 PHONE: 618-833-7700  
 FAX: 618-833-7701  
 LICENSE PROFESSIONAL ENGINEER NUMBER P 140-080118

# PLAT OF SURVEY

LOT 111 OF WHITETAIL RIDGE SUBDIVISION  
 ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005 AS DOCUMENT NUMBER  
 200500015985, BEING A SUBDIVISION OF PART OF SECTION 12-36-7, PART OF SECTION 7-36-8,  
 AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION,  
 IN KENDALL & NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS



**ADDITIONAL NOTE:**  
 Side yard building set back lines are 10' or 10% of the distance between side lot lines at the building setback line, as determined by the Kendall County Planning, Building and Zoning Department, whichever is greater.

STATE OF ILLINOIS )  
 COUNTY OF KENDALL ) S.S

This is to certify that we have surveyed the premises above described, and that the plat hereon is a representation of the said survey.  
 Dated at Yorkville, Kendall County, Illinois, July 14, A.D. 2005.  
 Smith Engineering Consultants, Inc.

Illinois Professional Land Surveyor No. 3359  
 License Expiration 11/30/06

**NOTE:** Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.  
 • Basis of bearings: Geodetic North [Recorded Whitetail Ridge Plat of Subdivision]  
 • No distance should be assumed by scaling.  
 • No underground improvements have been located unless shown and noted.  
 • No representation as to ownership, use, or possession should be hereon implied, seal and signature affixed.  
 • This Survey and Plat of Survey are void without original embossed or red colored boundary survey and was performed for:  
 Whitetail LLC

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



- D.E. = PUBLIC DRAINAGE EASEMENT
- L.E. = LANDSCAPE EASEMENT
- M.E. = FASCIATED EASEMENT
- S.E. = SIDEWALK EASEMENT
- U.E. = PUBLIC UTILITY EASEMENT
- B.S.L. = BUILDING SETBACK LINE

**NOTE:**  
 ALL SIDES BEARS TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED PER RECORDED PLAT OF SUBDIVISION.

LOT 111 OF WHITETAIL RIDGE  
 SUBDIVISION, KENDALL COUNTY,  
 ILLINOIS

DATE	7/14/05	SCALE	AS SHOWN
DRAWN BY	J. ALLEN	CHECKED BY	J. ALLEN
PLAT NO.	440338.00	RECORD NO.	1
OWNER	WHITETAIL LLC	PREPARED BY	SMITH ENGINEERING CONSULTANTS, INC.

[← BACK](#)**Revolution investments****Results: 8**

Document No	Document Type	Recorded Date	Party1	Party2	Legals
P202400006...	PTAX	6/18/2024 1...	WHITETAIL ...	REVOLUTIO...	Sub: WHITET...
2024000068...	WARRANTY ...	6/18/2024 1...	WHITETAIL ...	REVOLUTIO...	Sub: WHITET...

**202400006856**

6/18/2024 12:37:41 PM

WARRANTY DEED

[Purchase more information and the image for this document](#)

**Parties**

Party 1:  
WHITETAIL  
DEVELOPMENT  
LLC

Party 2:  
REVOLUTION  
INVESTMENTS  
LLC

**Legals**

WHITETAIL  
RIDGE L: 110  
WHITETAIL  
RIDGE L: 111

**Additional**

P202400002...	PTAX	3/7/2024 12:...	WIENCKOW...	REVOLUTIO...	Sub: WHITET...
2024000024...	WARRANTY ...	3/7/2024 12:...	WIENCKOW...	REVOLUTIO...	Sub: WHITET...
2023000015...	WARRANTY ...	2/14/2023 8:...	CAK INVEST...	REVOLUTIO...	Sub: 181 WO...
2022000085...	ASSIGNMEN...	5/16/2022 1...	REVOLUTIO...	BUSEY BANK	Sub: 181 WO...
2022000085...	MORTGAGE	5/16/2022 1...	REVOLUTIO...	BUSEY BANK	
2022000085...	WARRANTY ...	5/16/2022 1...	CAK INVEST...	REVOLUTIO...	

[Contact](#)[FAQ](#)

PLAT OF EASEMENT RELEASE  
PART OF LOTS 110 AND 111 WHITETAIL RIDGE  
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

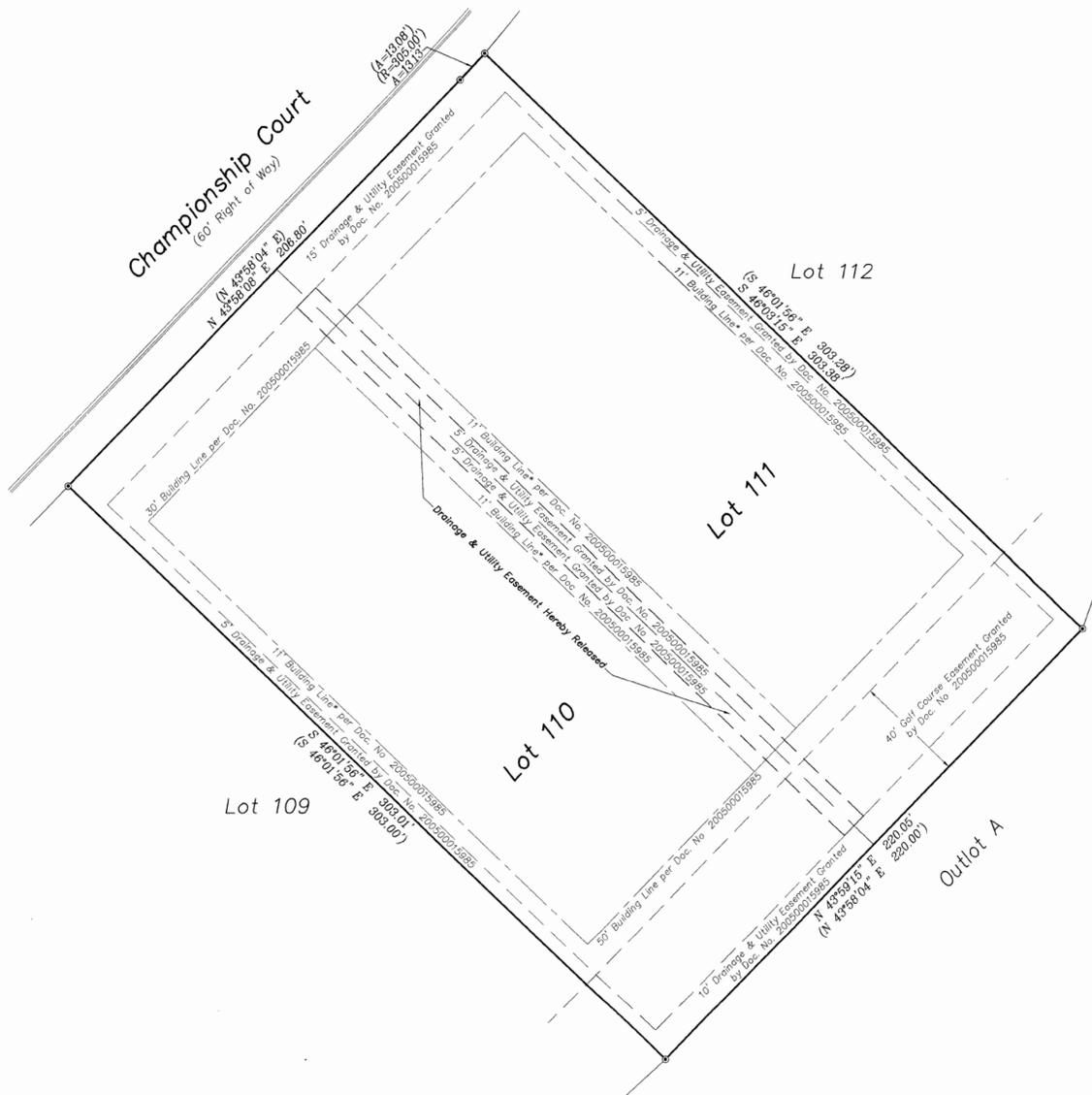
PROPERTY LOCATION:

PIN: 06-07-374-004  
06-07-374-005

5834 & 5862 CHAMPIONSHIP COURT  
YORKVILLE, ILLINOIS 60560

SURVEYOR'S NOTE:

• 10% OF LOT WIDTH



\*\*SURVEYOR'S NOTE:  
SIDEYARD SETBACK LINES ARE 10' OR 10% OF  
WIDTH PER DETAIL ON WHITETAIL RIDGE  
SUBDIVISION PLAT.

LEGAL DESCRIPTION OF  
EASEMENT TO BE RELEASED:

THE SOUTHWESTERLY 5.0 FEET OF LOT 111 (EXCEPT THE  
SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET  
THEREOF) AND THE NORTHEASTERLY 5.0 FEET OF LOT 110  
(EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE  
NORTHWESTERLY 15.0 FEET THEREOF) ALL IN WHITETAIL RIDGE  
SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12,  
TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP  
36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW  
RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS,  
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS  
DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF KENDALL )

THIS IS TO CERTIFY THAT WE, \_\_\_\_\_ AND \_\_\_\_\_ ARE THE OWNERS  
OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT  
RELEASE DESCRIBED HEREON.

DATED AT \_\_\_\_\_ ILLINOIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
(OWNER'S NAME)

\_\_\_\_\_  
(OWNER'S NAME)

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF KENDALL )

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
CHAIRMAN OF COUNTY BOARD

\_\_\_\_\_  
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF KENDALL )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD  
IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_M.

\_\_\_\_\_  
KENDALL COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF KENDALL )

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN  
FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE  
THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE  
PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON JULY 31, 2024.

ERIC POKORNY P.L.S. NO. \_\_\_\_\_

NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF KENDALL )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND  
STATE AFORESAID, TO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ WHO ARE  
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE  
FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED  
THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND  
PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

- Legend
- =Found 3/4" Dia. Iron Pipe
- ⊙=Found 1/2" Dia. Iron Rod
- ⊙=Found 5/8" Dia. Iron Rod
- (XXX)= Record Distance
- XXX= Measured Distance
- N= North E= East
- S= South W= West
- R= Radius A= Arc Length
- = Fence
- = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. Exp. 11/30/2024  
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

**TODD SURVEYING**  
Professional Land Surveying Services  
"Cornerstone Surveying PC"  
759 John Street, Suite D  
Yorkville, IL 60560  
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client:	Revolution Builders
Book # sheets/Drawn By:	JG:JH [Plat # 7249]
Reference:	
Field Work Completed:	7/18/2024
Rev. Date/Rev. Description:	
Project Number:	2024-0533 Release

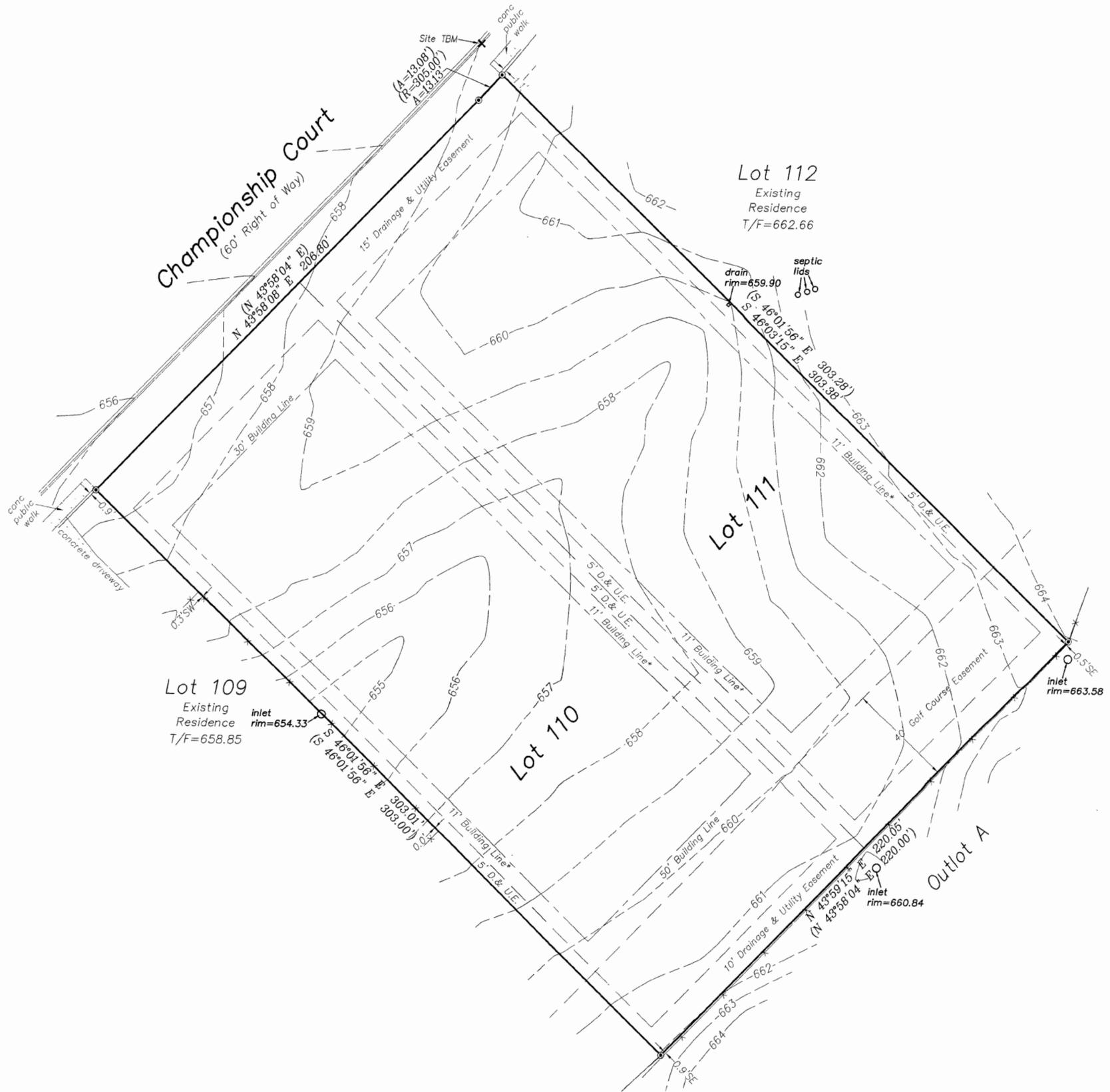
# Topographic Exhibit

LOTS 110 AND 111 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5862 & 5834 CHAMPIONSHIP COURT, YORKVILLE, ILLINOIS.

PROPERTY CONTAINS: 1.53 ACRES / 66,667.6 SQUARE FEET, MORE OR LESS

**SURVEYOR'S NOTE:**  
\* 10% OF LOT WIDTH



PREPARED ON JULY 25, 2024 BY:

*[Signature]*  
ERIC C. POKORNY  
I.P.L.S. NO. *[Redacted]*



Michel C. Ensalaco, P.L.S. Exp. 11/30/2024  
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

## TODD SURVEYING

Professional Land Surveying Services  
"Cornerstone Surveying PC"  
759 John Street, Suite D  
Yorkville, IL 60560  
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client:	Revolution Builders
Book # sheets Drawn By:	JG.JFH   Plat # 7249
Reference:	
Field Work Completed:	7/19/2024
Rev. Date	Rev. Description
Project Number:	2024-0533

Scale: 1" = 30'

⊙ = Found 5/8" Dia. Iron Rod  
 (XX.XX)' = Record Distance  
 XX.XX' = Measured Distance  
 N = North E = East  
 S = South W = West  
 R = Radius A = Arc Length  
 -X-X-X- = Fence  
 □ = Concrete/Asphalt  
 D.&U.E. = Drainage & Utility Easement

**Matt Asselmeier**

---

**From:** Greg Chismark <gchismark@bodwegroup.com>  
**Sent:** Thursday, August 22, 2024 7:06 AM  
**To:** Matt Asselmeier  
**Subject:** [External]RE: Kendall County Petition 24-27

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.

Matt,

I have no concerns. I checked the original subdivision plans and see no utilities. Drainage patterns should remain unaffected. Let me know if you want something more than this e-mail.

Greg

**Greg Chismark, PE**

Mobile 847-344-5619 | Office 630-338-8527 | [gchismark@bodwegroup.com](mailto:gchismark@bodwegroup.com)

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>

**Sent:** Wednesday, August 21, 2024 1:08 PM

**To:** Greg Chismark <gchismark@bodwegroup.com>

**Subject:** Kendall County Petition 24-27

Greg:

The County received a request to vacated the public utility and drainage easement between lots 110 and 111 in Whitetail Ridge.

The topo is attached.

Do you have any concerns regarding this vacation from a stormwater perspective?

Thanks,

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

**Matt Asselmeier**

---

**From:** Debbie Mika <[REDACTED]>  
**Sent:** Thursday, August 22, 2024 7:53 AM  
**To:** Matt Asselmeier  
**Subject:** [External]Re: 5862 Championship Court

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.

Hi Matt,

The HOA has no issues.

Thanks,

Debbie Mika

---

**From:** Matt Asselmeier <masselmeier@kendallcountyl.gov>  
**Sent:** Wednesday, August 21, 2024 1:09:48 PM  
**To:** Debbie Mika <tdmika@live.com>  
**Subject:** 5862 Championship Court

Debbie:

The County received a request from Steve Jeffers on Behalf of Revolution Investment, LLC to vacate a public utility and drainage easement between Lots 110 and 111 in Whitetail Ridge in order to be able to construct a house in the middle of the combined lots.

Does the HOA have any objections to this vacation?

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498  
PH: 630-553-4139  
Fax: 630-553-4179



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

Agenda Item Number

Mayor's Report #3

---

Tracking Number

CC 2021-04

---

### Agenda Item Summary Memo

**Title:** City Buildings Updates

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**Meeting and Date:** City Council – October 22, 2024

---

**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 #4

---

Tracking Number

---

CC 2021-38

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### Agenda Item Summary Memo

**Title:** Water Study Update

---

**Meeting and Date:** City Council – October 22, 2024

---

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

---

**Council Action Requested:** Informational

---

---

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

#### Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

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