



## United City of Yorkville

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

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, April 22, 2025**  
**7:00 p.m.**

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

---

---

**Call to Order:**

**Pledge of Allegiance:**

**Roll Call by Clerk:** WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

**Establishment of Quorum:**

**Amendments to Agenda:**

**Presentations:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

1. Minutes of the Regular City Council – March 25, 2025
2. Minutes of the Regular City Council – April 8, 2025
3. Minutes of the Special City Council – April 9, 2025
4. Bill Payments for Approval
  - \$ 1,335,276.50 (vendors)
  - \$ 419,638.32 (payroll period ending 4/11/25)
  - \$ 1,754,914.82 (total)
5. PW 2025-36 MFT Supplemental Resolution – Bulk Rock Salt – *authorize the Mayor and City Clerk to execute*
6. PW 2025-44 Resolution Approving a Change Order Relating to the Well No. 10 Project – *authorize the Mayor and City Clerk to execute*

**Mayor's Report:**

1. CC 2025-29 Poppy Days Proclamation

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

2. CC 2025-30 Motorcycle Awareness Proclamation
3. CC 2025-31 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Improvements to the City's Water System (Killian)
4. CC 2025-32 Ordinance Amending Title 3, Chapter 2 of the Yorkville City Code (Grocery Tax)
5. CC 2025-33 Ordinance Authorizing the United City of Yorkville, Kendall County, Illinois to Borrow Funds from the Public Water Supply Loan Program
6. CC 2025-34 Water, Sewer, and Road Infrastructure Fee Renewal
  - a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service
  - b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville
7. CC 2025-35 Resolution Approving an IntraFi Cash Service Deposit Placement Agreement
8. CC 2025-36 Resolution Authorizing the Purchase of a Bucket Truck from Altec, in an Amount Not to Exceed \$161,105

**Public Works Committee Report:**

1. PW 2025-37 Resolution Approving a Vegetation Management Contract with ENCAP in an Amount Not to Exceed \$42,150
2. PW 2025-38 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Yorkville Public Works Building – Construction Engineering)
3. PW 2025-40 & PW 2025-42 Resolution Authorizing the Acceptance of Bids and Approval of Notice of Intent to Award Bids for the Northwest Elevated Tank Project and the North Receiving Station Project
4. PW 2025-41 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Northwest Elevated Water Storage Tank – Construction)
5. PW 2025-43 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (North Receiving Station – Construction Engineering)

**Economic Development Committee Report:****Public Safety Committee Report:**

1. PS 2025-09 Ordinance Amending the Code of Ordinances Regulating On-Street Parking (Grande Trail)

**Administration Committee Report:****Park Board:****Planning and Zoning Commission:**

1. PZC 2024-22 & EDC 2025-05 Beecher Solar Farm
  - a. Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)

**Planning and Zoning Commission (cont'd):**

- b. Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)
- 2. PZC 2025-03 & EDC 2025-27 Ordinance Granting a Sign Variance for a Property Located at the Northeast Corner of State Route 47 and State Route 71 in Yorkville, Illinois (QuikTrip)
- 3. PZC 2025-06 & EDC 2025-28 904 S. Bridge Street – Variance – Informational

**City Council Report:**

**City Clerk’s Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor’s Report (cont’d):**

- 9. CC 2025-08 Public Works and Parks Department Facility Update
- 10. CC 2025-09 Lake Michigan Water Project Update

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

COMMITTEES, MEMBERS AND RESPONSIBILITIES

**ADMINISTRATION: May 21, 2025 – 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: May 6, 2025 – 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: May 1, 2025 – 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: May 20, 2025 – 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, April 22, 2025**  
7:00 PM  
CITY COUNCIL CHAMBERS

---

**AMENDMENTS TO AGENDA:**

---

---

**CITIZEN COMMENTS ON AGENDA ITEMS:**

---

---

**CONSENT AGENDA:**

---

1. Minutes of the Regular City Council – March 25, 2025

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

2. Minutes of the Regular City Council – April 8, 2025

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

3. Minutes of the Special City Council – April 9, 2025

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

4. Bill Payments for Approval

Approved \_\_\_\_\_

As presented

As amended

Notes \_\_\_\_\_

---

---

---

5. PW 2025-36 MFT Supplemental Resolution – Bulk Rock Salt

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

6. PW 2025-44 Resolution Approving a Change Order Relating to the Well No. 10 Project

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**MAYOR’S REPORT:**

---

1. CC 2025-29 Poppy Days Proclamation

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

2. CC 2025-30 Motorcycle Awareness Proclamation

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

3. CC 2025-31 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Improvements to the City's Water System (Killian)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

4. CC 2025-32 Ordinance Amending Title 3, Chapter 2 of the Yorkville City Code (Grocery Tax)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

5. CC 2025-33 Ordinance Authorizing the United City of Yorkville, Kendall County, Illinois to Borrow Funds from the Public Water Supply Loan Program

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

6. CC 2025-34 Water, Sewer, and Road Infrastructure Fee Renewal

a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service

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

Removed \_\_\_\_\_

b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

7. CC 2025-35 Resolution Approving an IntraFi Cash Service Deposit Placement Agreement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

8. CC 2025-36 Resolution Authorizing the Purchase of a Bucket Truck from Altec, in an Amount Not to Exceed \$161,105

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**PUBLIC WORKS COMMITTEE REPORT:**

---

1. PW 2025-37 Resolution Approving a Vegetation Management Contract with ENCAP in an Amount Not to Exceed \$42,150

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

2. PW 2025-38 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Yorkville Public Works Building – Construction Engineering)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

3. PW 2025-40 & PW 2025-42 Resolution Authorizing the Acceptance of Bids and Approval of Intent to Award Bids for the Northwest Elevated Tank Project and the North Receiving Station Project

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

4. PW 2025-41 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Northwest Elevated Water Storage Tank – Construction)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

5. PW 2025-43 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (North Receiving Station – Construction Engineering)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

---

**PUBLIC SAFETY COMMITTEE REPORT:**

---

---

1. PS 2025-09 Ordinance Amending the Code of Ordinances Regulating On-Street Parking (Grande Trail)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

---

---

**PLANNING AND ZONING COMMISSION:**

---

---

1. PZC 2024-22 & EDC 2025-05 Beecher Solar Farm – Special Use and Variance

a. Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)

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

Removed \_\_\_\_\_

b. Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

---

2. PZC 2025-03 & EDC 2025-27 Ordinance Granting a Sign Variance for a Property Located at the Northeast Corner of State Route 47 and State Route 71 in Yorkville, Illinois (QuikTrip)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

3. PZC 2025-06 & EDC 2025-28 904 S. Bridge Street – Variance – Informational

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**MAYOR’S REPORT (CONT’D):**

---

9. CC 2025-08 Public Works and Parks Department Facility Update

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

10. CC 2025-09 Lake Michigan Water Project Update

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

---

---

---

**ADDITIONAL BUSINESS:**

---

---

**CITIZEN COMMENTS:**

---



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

Agenda Item Number

Consent Agenda #1

---

Tracking Number

---

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – March 25, 2025

---

**Meeting and Date:** City Council – April 22, 2025

---

**Synopsis:** Approval of Minutes

---

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

---

**Council Action Requested:** Approval

---

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

#### Agenda Item Notes:

---

---

---

---

---

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE DRIVE ON  
TUESDAY, MARCH 25, 2025**

Mayor Purcell called the meeting to order at 7:01 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Castaldo Jr., 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/81657834994?pwd=3Rc1HgsS5p9lGa0VKLwpVUjEbjGCVd.1>

The Zoom meeting ID was 816 5783 4994.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Worsley Street Right-of-Way Vacation
2. Proposed Budget for the Fiscal Year 2025-2026

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

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – March 11, 2025
2. Bill Payments for Approval
  - \$ 2,453,271.08 (vendors)
  - \$ 413,876.54 (payroll period ending 03/14/25)
  - \$ 2,867,147.62 (total)
3. **Resolution 2025-31** Authorizing Participation in the State of Illinois Bulk Rock Salt Purchase Program – *authorize the Mayor and City Clerk to execute* (PW 2025-21)
4. 2025 EEI Hourly Rates – *approve Engineering Enterprises, Inc hourly rates as specified in the 2025 Standard Schedule of Charges* (PW 2025-22)

5. 2025 Road to Better Roads – MFT **Resolution 2025-32** and Cost Estimate – *authorize the Mayor and City Clerk to execute* (PW 2025-26)
6. Treasurer’s Report for February 2025 (ADM 2025-10)
7. Travel Authorization for Fiscal Year 2026 – *approve the travel authorizations for elected officials as presented in packet materials* (ADM 2025-14)

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

---

## REPORTS

---

### **MAYOR’S REPORT**

**Resolution 2025-33** **Approving Health, Vision, Dental, and Life Insurance Coverage for the Fiscal Year 2026**  
(CC 2025-22)

Mayor Purcell entertained a motion to approve a Resolution Approving Health, Vision, Dental, and Life Insurance Coverage for the Fiscal year 2026 and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Soling.

City Administrator Olson shared that the City is a fully insured organization. Last year, the insurance company paid more in claims than the City did in premiums, which caused higher premiums the following year. Staff budgets an 8% increase yearly; the renewal increase came in at 14%. Our insurance broker and Finance Director investigated different options but determined that staying with the current plan would be in our best interest. Staff will now study possible broker changes and health insurance plan changes before next year's renewal. Finance Director Fredrickson went over the alternate options in the memo.

Alderman Koch asked when the City would start reviewing options for next year. City Administrator Olson said relatively soon. Alderman Transier asked if this would increase the out-of-pocket cost to City employees. City Administrator Olson said no.

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

**Construction Manager Contract with RC Wegman**  
(CC 2025-23)

**Resolution 2025-34** **a. Approving an Amendment to AIA Document A133-2019 Exhibit A (Guaranteed Maximum Price Amendment) for the City’s New Public Works Facility**

Mayor Purcell entertained a motion to approve a Resolution Approving an Amendment to AIA Document A133-2019 Exhibit A (Guaranteed Maximum Price Amendment) for the City’s New Public Works Facility and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Marek.

City Administrator Olson reported that this is locking in the bid prices and will allow the project to start. There are a few contingencies, including one line item for tariff adjustments for materials, which has been estimated at \$750,000. If tariff adjustments arise, this contingency will allow staff to approve the changes without taking them to City Council for approval, as in the past. There is also an owner's contingency of 2%, scope enhancements. This gives staff the authority to start these at the staff level. The 5% construction contingency is for items that pop up in the field. When we did the City Hall project, we had around 13, sometimes holding up the project while waiting for approval. City Administrator Olson shared that he would bring anything to the Council with anything significant and will give updates at each City Council meeting as the project moves forward. Alderman Koch asked if they could notify the Council as things come up, which City Administrator Olson said he would. City Administrator Olson said all items in the contingency line will be returned if unused.

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

**Ordinance 2025-27**

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

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Fifth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal year Commencing on May 1, 2024 and Ending on April 30, 2025 and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Corneils.

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 2025-35**

**Approving a Contract for Acoustic Consulting Services  
(Pioneer Development, LLC & Prologis, L.P.)  
(CC 2025-24)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Contract for Acoustic Consulting Services (*Pioneer Development, LLC & Prologis, L.P.*) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Marek.

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

**PUBLIC WORKS COMMITTEE REPORT**

**Resolution 2025-36**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (Cannonball Trail Shared Use Path – Feasibility Study – Preliminary Engineering)  
(PW 2025-19)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Cannonball Trail Shared Use Path – Feasibility Study – Preliminary Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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 2025-37**

**in Support of the “Wyland Mayor’s Challenge for Water Conservation”  
(PW 2025-23)**

Alderman Koch made a motion to approve a Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation” and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

**Resolution 2025-38**

**Authorizing the Purchase of Four Ford F-150 Trucks from River View Ford, in an Amount Not to Exceed \$179,713  
(PW 2025-24)**

Alderman Koch made a motion to approve a Resolution Authorizing the Purchase of Four Ford F-150 Trucks from River View Ford, in an Amount Not to Exceed \$179,713 and authorize the Mayor and City Clerk to execute; seconded by Alderman Transier.

Public Works Director Dhuse reported that one of their budgeted large trucks is being pushed to FY26 so they can use the funds to purchase the trucks. Three trucks are new to the fleet, and one is a replacement for a 2002 truck. Alderman Funkhouser asked if staff had looked or considered other types of vehicles, which Public Works Director Dhuse said he did, but they would like to be able to haul items.

Motion approved by a roll call vote. Ayes-7 Nays-1  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,  
Tarulis-aye, Transier-aye, Soling-nay, Marek-aye

**Resolution 2025-39**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Water Main Replacement – Construction Engineering)  
(PW 2025-25)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Water Main Replacement – Construction Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Soling.

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

**Resolution 2025-40**

**Approving a Bid to Complete the 2025 Local Road Repaving Project (2025 Local Road Program – Contract Award)  
(PW 2025-27)**

Alderman Koch made a motion to approve a Resolution Approving a Bid to Complete the 2025 Local Road Repaving Project (2025 Local Road Program) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

**Resolution 2025-41**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Local Road Program – Construction Engineering)  
(PW 2025-28)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Local Road Program – Construction Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

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

**Resolution 2025-42**

**Approving a Bid to Complete the Bluestem Drive Water Main Improvements (Bluestem Water Main Improvements – Contract Award)  
(PW 2025-29)**

Alderman Koch made a motion to approve a Resolution Approving a Bid to Complete the Bluestem Drive Water Main Improvements (Bluestem Water Main Improvements – Contract Award) and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-7 Nays-0 Present-1  
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,  
Corneils-aye, Koch-aye, Plocher-present, Funkhouser-aye

**Resolution 2025-43**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bluestem Water Main Improvements – Construction Engineering)  
(PW 2025-30)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bluestem Water Main Improvements – Construction Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

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 2025-44**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bertram Drive Connection – Design Engineering)  
(PW 2025-31)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bertram Drive Connection – Design Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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 2025-45**

**Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Water Main Improvements – Design Engineering)  
(PW 2025-32)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Water Main Improvements – Design Engineering) and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

**Resolution 2025-46**

**Approving a Change Order Relating to the Southern Sanitary Sewer Connection (Change Order No. 1)  
(PW 2025-35)**

Alderman Koch made a motion to approve a Resolution Approving a Change Order Relating to the Southern Sanitary Sewer Connection (Change Order No. 1) and authorize the Mayor and City Clerk to execute; seconded by Alderman Funkhouser.

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,

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

No report.

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

No report.

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

**Public Works and Parks Department  
Facility Update  
(CC 2025-08)**

No Update.

**Lake Michigan Water  
Project Update  
(CC 2025-09)**

City Administrator Olson reported that there were photos of a standpipe to give the Council an idea of what they look like compared to our regular water towers. This project will be bid out this May, with construction starting in midsummer. Alderman Funkhouser asked if they would paint a fox on it, which the Council was interested in. Alderman Funkhouser said the same fox on Tower Lane.

**Proposed Budget for Fiscal Year 2025-2026  
(CC 2025-21)**

City Administrator Olson reported the budget will be ready to vote on at the next meeting with a few amendments. He also shared an update on the grocery tax, which was eliminated last year, requiring the City to pass the ordinance by October. For budgeting, staff assumed the Council would pass it, which counts for around \$300,000. That estimate does not include what Costco will bring in. Alderman Marek said the assumption was that the 1% was state tax, but it's local municipal tax. Alderman Transier asked what would happen if the state re-enacted and the City authorized its own? City Administrator Olson said we would most likely pull the city's ordinance back if the state reactivated and shared the tax.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:45 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING  
PUBLIC HEARING

651 Prairie Pointe  
Yorkville, Illinois

Tuesday, March 25, 2025

7:00 p.m.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

PRESENT: (In-person and via Zoom)

- Mr. John Purcell, Mayor;
- Mr. Ken Koch, Alderman;
- Mr. Dan Transier, Alderman;
- Mr. Craig Soling, Alderman;
- Mr. Arden Joe Plocher, Alderman;
- Mr. Chris Funkhouser, Alderman;
- Mr. Matt Marek, Alderman;
- Mr. Rusty Corneils, Alderman;
- Mr. Seaver Tarulis, Alderman.

ALSO PRESENT:

- Mr. Bart Olson, City Administrator;
- Ms. Jori Behland, City Clerk;
- Ms. Erin Willrett, Assistant City Administrator;
- Mr. Rob Fredrickson, Finance Director;
- Mr. Eric Dhuse, Public Works Director;
- Mr. James Jensen, Chief of Police;
- Mr. Tim Evans, Parks and Recreation Director;
- Ms. Krysti Barksdale-Noble, Community Development Director;
- Mr. Brad Sanderson, City Engineer.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

APPEARANCES:

OTTOSEN, DiNOLFO, HASENBALG & CASTALDO,  
LTD.  
BY: MR. MICHAEL CASTALDO, JR.  
1804 North Naper Boulevard, Suite 350  
Naperville, Illinois 60563  
(630) 682-0085

appeared on behalf of the United City of  
Yorkville.

- - - - -

REPORTED BY: Christine M. Vitosh  
Illinois C.S.R. License No. 084-002883

1 (WHEREUPON, the following  
2 proceedings were had in public  
3 hearing, commencing at 7:02 p.m.  
4 as follows:)

5 MAYOR PURCELL: First, I will open the  
6 Worsley Street right-of-way vacation public  
7 hearing at 7:02 p.m.

8 You recording over there, doing what  
9 you need to do?

10 THE REPORTER: I am.

11 MAYOR PURCELL: Sweet. Okay. The  
12 Worsley Street right-of-way public hearing for  
13 vacation, not like a holiday, but vacation of  
14 plat, is now open.

15 Is there anyone who would like to  
16 speak to the Worsley Street right-of-way  
17 vacation?

18 (No response.)

19 MAYOR PURCELL: Anyone in Zoom like to  
20 speak to that?

21 (No response.)

22 MAYOR PURCELL: Okay. At 7:03 I close  
23 the Worsley Street right-of-way vacation public  
24 hearing.

1                   Next I have a public hearing that I  
2 will open for the proposed budget for the fiscal  
3 year 2025-2026, which begins May 1st of this  
4 year.

5                   Is there anyone here who would like  
6 to speak to the proposed budget for FY 2025-2026,  
7 anyone here who would like to speak to that?

8                   (No response.)

9                   MAYOR PURCELL: Is there anyone in Zoom  
10 who would like to speak to the budget for next  
11 fiscal year?

12                   (No response.)

13                   MAYOR PURCELL: No. I open that and  
14 close that in the same minute, 7:03.

15                   (Which were all the proceedings had  
16 in the public hearing, concluding  
17 at 7:03 p.m.)

18                   ---o0o---

19

20

21

22

23

24

1 STATE OF ILLINOIS )  
 ) SS:  
2 COUNTY OF LASALLE )

3 I, CHRISTINE M. VITOSH, a Certified  
4 Shorthand Reporter of the State of Illinois, do  
5 hereby certify:

6 That the foregoing public hearing  
7 transcript, Pages 1 through 7, was reported  
8 stenographically by me by means of machine  
9 shorthand, was simultaneously reduced to  
10 typewriting via computer-aided transcription  
11 under my personal direction, and constitutes a  
12 true record of the testimony given and the  
13 proceedings had;

14 That the said public hearing was taken  
15 before me at the time and place specified;

16 That I am not a relative or employee or  
17 attorney or counsel, nor a relative or employee  
18 of such attorney or counsel for any of the  
19 parties hereto, nor interested directly or  
20 indirectly in the outcome of this action.

21 I further certify that my certificate  
22 attached hereto applies to the original  
23 transcript and copies thereof signed and  
24 certified under my hand only. I assume no

1 responsibility for the accuracy of any reproduced  
2 copies not made under my control or direction.

3 IN WITNESS WHEREOF, I do hereunto set my  
4 hand at Leland, Illinois, this 8th day of April,  
5 2025.

6

7

8 /s/ Christine M. Vitosh

9 CHRISTINE M. VITOSH,  
10 Illinois C.S.R. Certificate  
11 No. 084-02883

12

13

14

15

16

17

18

19

20

21

22

23

24

## City Council - Public Hearings - March 25, 2025

<b>I</b>	2:8, 2:9, 2:10 <b>ALSO</b> [1] - 2:11 <b>APPEARANCES</b> [1] - 3:1 <b>appeared</b> [1] - 3:5 <b>applies</b> [1] - 6:22 <b>April</b> [1] - 7:4 <b>Arden</b> [1] - 2:6 <b>Assistant</b> [1] - 2:14 <b>assume</b> [1] - 6:24 <b>attached</b> [1] - 6:22 <b>attorney</b> [2] - 6:17, 6:18	<b>copies</b> [2] - 6:23, 7:2 <b>Corneils</b> [1] - 2:9 <b>COUNCIL</b> [1] - 1:9 <b>counsel</b> [2] - 6:17, 6:18 <b>COUNTY</b> [2] - 1:7, 6:2 <b>Craig</b> [1] - 2:5	<b>hereunto</b> [1] - 7:3 <b>holiday</b> [1] - 4:13	<b>Next</b> [1] - 5:1 <b>next</b> [1] - 5:10 <b>Noble</b> [1] - 2:21 <b>North</b> [1] - 3:3	
<b>/s</b> [1] - 7:8			<b>I</b>		
<b>0</b>			<b>ILLINOIS</b> [2] - 1:7, 6:1 <b>Illinois</b> [6] - 1:17, 3:4, 3:24, 6:4, 7:4, 7:9 <b>IN</b> [1] - 7:3 <b>in-person</b> [1] - 2:1 <b>indirectly</b> [1] - 6:20 <b>interested</b> [1] - 6:19	<b>O</b>	
<b>084-002883</b> [1] - 3:24 <b>084-02883</b> [1] - 7:10		<b>D</b>		<b>OF</b> [3] - 1:6, 6:1, 6:2 <b>Olson</b> [1] - 2:12 <b>open</b> [4] - 4:5, 4:14, 5:2, 5:13 <b>original</b> [1] - 6:22 <b>OTTOSEN</b> [1] - 3:2 <b>outcome</b> [1] - 6:20	
<b>1</b>		<b>Dan</b> [1] - 2:4 <b>Development</b> [1] - 2:22 <b>Dhuse</b> [1] - 2:17 <b>DiNOLFO</b> [1] - 3:2 <b>direction</b> [2] - 6:11, 7:2 <b>directly</b> [1] - 6:19 <b>Director</b> [4] - 2:16, 2:17, 2:20, 2:22	<b>J</b>	<b>P</b>	
<b>1</b> [1] - 6:7 <b>1804</b> [1] - 3:3 <b>1st</b> [1] - 5:3	<b>B</b>		<b>James</b> [1] - 2:18 <b>Jensen</b> [1] - 2:18 <b>Joe</b> [1] - 2:6 <b>John</b> [1] - 2:2 <b>Jori</b> [1] - 2:13 <b>JR</b> [1] - 3:3	<b>p.m</b> [4] - 1:21, 4:3, 4:7, 5:17 <b>Pages</b> [1] - 6:7 <b>Parks</b> [1] - 2:19 <b>parties</b> [1] - 6:19 <b>person</b> [1] - 2:1 <b>personal</b> [1] - 6:11 <b>place</b> [1] - 6:15 <b>plat</b> [1] - 4:14 <b>Plocher</b> [1] - 2:6 <b>Pointe</b> [1] - 1:16 <b>Police</b> [1] - 2:18 <b>Prairie</b> [1] - 1:16 <b>PRESENT</b> [2] - 2:1, 2:11 <b>proceedings</b> [3] - 4:2, 5:15, 6:13 <b>proposed</b> [2] - 5:2, 5:6 <b>Public</b> [1] - 2:17 <b>PUBLIC</b> [1] - 1:10 <b>public</b> [8] - 4:2, 4:6, 4:12, 4:23, 5:1, 5:16, 6:6, 6:14 <b>Purcell</b> [1] - 2:2 <b>PURCELL</b> [6] - 4:5, 4:11, 4:19, 4:22, 5:9, 5:13	
<b>2</b>	<b>Barksdale</b> [1] - 2:21 <b>Barksdale-Noble</b> [1] - 2:21 <b>Bart</b> [1] - 2:12 <b>begins</b> [1] - 5:3 <b>behalf</b> [1] - 3:5 <b>Behland</b> [1] - 2:13 <b>Boulevard</b> [1] - 3:3 <b>brad</b> [1] - 2:23 <b>budget</b> [3] - 5:2, 5:6, 5:10 <b>BY</b> [2] - 3:3, 3:23	<b>E</b>	<b>K</b>		
<b>2025</b> [2] - 1:20, 7:5 <b>2025-2026</b> [2] - 5:3, 5:6 <b>25</b> [1] - 1:20		<b>employee</b> [2] - 6:16, 6:17 <b>Engineer</b> [1] - 2:23 <b>Eric</b> [1] - 2:17 <b>Erin</b> [1] - 2:14 <b>Evans</b> [1] - 2:19	<b>Ken</b> [1] - 2:3 <b>KENDALL</b> [1] - 1:7 <b>Koch</b> [1] - 2:3 <b>Krysti</b> [1] - 2:21		
<b>3</b>		<b>F</b>	<b>L</b>		
<b>350</b> [1] - 3:3	<b>C</b>		<b>LASALLE</b> [1] - 6:2 <b>Leland</b> [1] - 7:4 <b>License</b> [1] - 3:24 <b>LTD</b> [1] - 3:2		
<b>6</b>	<b>C.S.R</b> [2] - 3:24, 7:9 <b>CASTALDO</b> [2] - 3:2, 3:3 <b>certificate</b> [1] - 6:21 <b>Certificate</b> [1] - 7:9 <b>Certified</b> [1] - 6:3 <b>certified</b> [1] - 6:24 <b>certify</b> [2] - 6:5, 6:21 <b>Chief</b> [1] - 2:18 <b>Chris</b> [1] - 2:7 <b>Christine</b> [2] - 3:23, 7:8 <b>CHRISTINE</b> [2] - 6:3, 7:9 <b>CITY</b> [2] - 1:6, 1:9 <b>City</b> [5] - 2:12, 2:13, 2:14, 2:23, 3:5 <b>Clerk</b> [1] - 2:13 <b>close</b> [2] - 4:22, 5:14 <b>commencing</b> [1] - 4:3 <b>Community</b> [1] - 2:21 <b>computer</b> [1] - 6:10 <b>computer-aided</b> [1] - 6:10 <b>concluding</b> [1] - 5:16 <b>constitutes</b> [1] - 6:11 <b>control</b> [1] - 7:2	<b>Finance</b> [1] - 2:16 <b>first</b> [1] - 4:5 <b>fiscal</b> [2] - 5:2, 5:11 <b>following</b> [1] - 4:1 <b>follows</b> [1] - 4:4 <b>foregoing</b> [1] - 6:6 <b>Fredrickson</b> [1] - 2:16 <b>Funkhouser</b> [1] - 2:7 <b>FY</b> [1] - 5:6	<b>M</b>	<b>M</b>	
<b>60563</b> [1] - 3:4 <b>630</b> [1] - 3:4 <b>651</b> [1] - 1:16 <b>682-0085</b> [1] - 3:4		<b>G</b>	<b>machine</b> [1] - 6:8 <b>March</b> [1] - 1:20 <b>Marek</b> [1] - 2:8 <b>Matt</b> [1] - 2:8 <b>MAYOR</b> [6] - 4:5, 4:11, 4:19, 4:22, 5:9, 5:13 <b>Mayor</b> [1] - 2:2 <b>means</b> [1] - 6:8 <b>MEETING</b> [1] - 1:9 <b>MICHAEL</b> [1] - 3:3 <b>minute</b> [1] - 5:14 <b>MR</b> [1] - 3:3		
<b>7</b>		<b>H</b>	<b>N</b>		
<b>7</b> [1] - 6:7 <b>7:00</b> [1] - 1:21 <b>7:02</b> [2] - 4:3, 4:7 <b>7:03</b> [3] - 4:22, 5:14, 5:17		<b>hand</b> [2] - 6:24, 7:4 <b>HASENBALG</b> [1] - 3:2 <b>HEARING</b> [1] - 1:10 <b>hearing</b> [8] - 4:3, 4:7, 4:12, 4:24, 5:1, 5:16, 6:6, 6:14 <b>herby</b> [1] - 6:5 <b>hereto</b> [2] - 6:19, 6:22	<b>Naper</b> [1] - 3:3 <b>Naperville</b> [1] - 3:4 <b>need</b> [1] - 4:9	<b>R</b>	
<b>8</b>		<b>given</b> [1] - 6:12		<b>record</b> [1] - 6:12 <b>recording</b> [1] - 4:8 <b>Recreation</b> [1] - 2:19 <b>reduced</b> [1] - 6:9 <b>relative</b> [2] - 6:16, 6:17 <b>REPORTED</b> [1] - 3:23 <b>reported</b> [1] - 6:7 <b>REPORTER</b> [1] - 4:10 <b>Reporter</b> [1] - 6:4 <b>reproduced</b> [1] - 7:1	
<b>8th</b> [1] - 7:4					
<b>A</b>					
<b>accuracy</b> [1] - 7:1 <b>action</b> [1] - 6:20 <b>Administrator</b> [2] - 2:12, 2:15 <b>aided</b> [1] - 6:10 <b>Alderman</b> [8] - 2:3, 2:4, 2:5, 2:6, 2:7,					

## City Council - Public Hearings - March 25, 2025

<b>response</b> [4] - 4:18, 4:21, 5:8, 5:12 <b>responsibility</b> [1] - 7:1 <b>right-of-way</b> [4] - 4:6, 4:12, 4:16, 4:23 <b>Rob</b> [1] - 2:16 <b>Rusty</b> [1] - 2:9	<b>via</b> [2] - 2:1, 6:10 <b>Vitosh</b> [2] - 3:23, 7:8 <b>VITOSH</b> [2] - 6:3, 7:9
<b>S</b>	<b>W</b>
<b>Sanderson</b> [1] - 2:23 <b>Seaver</b> [1] - 2:10 <b>set</b> [1] - 7:3 <b>Shorthand</b> [1] - 6:4 <b>shorthand</b> [1] - 6:9 <b>signed</b> [1] - 6:23 <b>simultaneously</b> [1] - 6:9 <b>Soling</b> [1] - 2:5 <b>specified</b> [1] - 6:15 <b>SS</b> [1] - 6:1 <b>STATE</b> [1] - 6:1 <b>State</b> [1] - 6:4 <b>stenographically</b> [1] - 6:8 <b>Street</b> [4] - 4:6, 4:12, 4:16, 4:23 <b>Suite</b> [1] - 3:3 <b>Sweet</b> [1] - 4:11	<b>WHEREOF</b> [1] - 7:3 <b>WHEREUPON</b> [1] - 4:1 <b>Willrett</b> [1] - 2:14 <b>WITNESS</b> [1] - 7:3 <b>Works</b> [1] - 2:17 <b>Worsley</b> [4] - 4:6, 4:12, 4:16, 4:23
<b>T</b>	<b>Y</b>
<b>Tarulis</b> [1] - 2:10 <b>testimony</b> [1] - 6:12 <b>THE</b> [1] - 4:10 <b>thereof</b> [1] - 6:23 <b>Tim</b> [1] - 2:19 <b>transcript</b> [2] - 6:7, 6:23 <b>transcription</b> [1] - 6:10 <b>Transier</b> [1] - 2:4 <b>true</b> [1] - 6:12 <b>Tuesday</b> [1] - 1:20 <b>typewriting</b> [1] - 6:10	<b>year</b> [3] - 5:3, 5:4, 5:11 <b>YORKVILLE</b> [1] - 1:6 <b>Yorkville</b> [2] - 1:17, 3:6
<b>U</b>	<b>Z</b>
<b>under</b> [3] - 6:11, 6:24, 7:2 <b>United</b> [1] - 3:5 <b>UNITED</b> [1] - 1:6	<b>Zoom</b> [3] - 2:1, 4:19, 5:9
<b>V</b>	
<b>vacation</b> [5] - 4:6, 4:13, 4:17, 4:23	



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

Agenda Item Number

Consent Agenda #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – April 8, 2025

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

---

---

---

---

---

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE DRIVE ON  
TUESDAY, APRIL 8, 2025**

Mayor Purcell called the meeting to order at 7:03 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Behland called the roll.

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

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Lamb, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Economic Development Coordinator Katelyn Gregory, 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/87137225096?pwd=gdZcRBuI3fPWaEdOkf3UPMiBrLELQi.1>.

The Zoom meeting ID was 871 3722 5096.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

Angela Charlton, a Yorkville resident, said she urges the council to vote against rezoning the Parfection Park property. She stated the density on this property doesn’t belong in this area. The extra traffic on the south side will not be good, especially in and out of Route 47. This is also a burden on the schools.

Abbey Cooling, a Yorkville resident, expressed her concern about the potential for three developments simultaneously. She said the school district could not sustain the influx of students, and the Park District was also overwhelmed. She asked if there had been a traffic study. There will be a lot of cars and people on the south side of town. She also asked if we collaborated with the fire and police, would they need additional staff?

Mr. Zediker, Superintendent of Yorkville School District 115, expressed his appreciation for Mayor Purcell and his team collaborating with the school district. He said that he knows that change and growth are coming, and they will work responsibly with the City. The School District will be back next month with recommendations on impact fees. They are also working on a facilities master plan they want to present to the Council this summer.

Bob Loftus, a Yorkville resident, thanked Lynn Dubajic Kellogg and has been very happy with the outcome. The Drew Daniels project will be a huge asset to the community. He stated Drew Daniels is a good guy. He also mentioned they are requesting an eight-foot berm with arbor vitae on the northeast side of the property and a 100-foot buffer. The field tile does run across the property.

**CONSENT AGENDA**

1. Bill Payments for Approval
  - \$ 1,382,388.68 (vendors)
  - \$ 425,032.90 (payroll period ending 03/28/25)
  - \$ 1,807,421.58 (total)

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

---

**REPORTS**

---

**MAYOR'S REPORT**

**Easter Egg-Stravaganza**

Parks and Recreation Director Evans reported that the Easter Egg-Stravaganza on Saturday, April 5<sup>th</sup>, attracted over 200 families and over 500 people to Autumn Creek Elementary School. Families participated in an egg hunt and visited with the Easter Bunny.

**Ordinance 2025-28**

**Approving the 2025-2026 Fiscal Budget  
for the United City of Yorkville  
(CC 2025-25)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the 2025-2026 Fiscal Budget for the United City of Yorkville and authorize the Mayor and City Clerk to Execute. So moved by Alderman Transier; seconded by Alderman Corneils.

Finance Director Fredrickson reported to the Council that the budget includes five amendments. #1—an increase of \$3,000 has been allocated per the Library Board's directions to salaries and wages; #2—health insurance; #3—incremental property tax revenue; #4—an adjustment to broaden the budgetary scope of the 2026 Water Main Replacement Project; and #5—revisions to the construction cost of the new Public Works and Parks Facility following the receipt of bid results.

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 2025-29**

**Authorizing the Acquisition of Certain Easements  
for the Construction of Sanitary Sewers  
(Yorkville Meadows)  
(CC 2025-26)**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Sanitary Sewers (Yorkville Meadows) 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  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

**Ordinance 2025-30**

**Authorizing the Acquisition of Certain Properties  
for the Construction of Improvements  
to the City's Water System  
(CC 2025-27)**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Certain Properties for the Construction of Improvements to the City's Water System and authorize the Mayor and City Clerk to Execute. So moved by Alderman Tarulis; seconded by Alderman Koch.

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 2025-47**

**Approving a Contract to Replace a Water Main on East Van Emmon Street, in an Amount Not to Exceed \$88,950  
(CC 2025-28)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Contract to Replace a Water Main on East Van Emmon Street, in an Amount Not to Exceed \$88,950 and authorize the Mayor and City Clerk to Execute. So moved by Alderman Transier; seconded by Alderman Koch.

Mayor Purcell shared that this project did not go out to bid but received quotes. The City suggests going with the second-lowest bid, D Construction, as they are working on a project in the same area.

Motion approved by a roll call vote. Ayes-6 Nays-1 Present-1  
Transier-aye, Soling-nay, Marek-aye, Corneils-aye,  
Koch-aye, Plocher-present, Funkhouser-aye, Tarulis-aye

**PUBLIC WORKS COMMITTEE REPORT**

**Ordinance 2025-31**

**Vacating a Portion of Worsley Street in the United City of Yorkville, Kendall County, Illinois  
(PW 2025-19)**

Alderman Koch made a motion to approve an Ordinance Vacating a Portion of Worsley Street in the United City of Yorkville, Kendall County, Illinois and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

No report.

**PLANNING AND ZONING COMMISSION**

**Beecher Solar Farm – Special Use and Variance – First Reading  
(PZC 2024-22 & EDC 2025-05)**

- a. Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)**
- b. Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located North of Corneils Road, West of Beecher Road, and East of IL Route 47 (Beecher Road Solar Expansion)**

Attorney Dan Kramer, the petitioner's attorney, said they have prepared a presentation for the Council. He also shared that the petitioners, Gary and Betty Bennet, were in attendance. He mentioned that this project is not on Beecher Road but on Corneils. He shared that the property owners would be the most affected by this project, and others shouldn't be able to see it. They will still put up fences and landscaping. Attorney Kramer mentioned they were previously looking at a 471' setback, but after hearing comments, they could redesign and make it a 900' setback and would need a slight variance. Hanna Udischas with Nexamp shared a presentation with the Council (*see attached*). Mike Keith, Civil Engineer, also reviewed the site plan with the Council.

Alderman Koch asked if the proposed data center next to the project would impact them. City Administrator Olson said no, they are separate parcels and projects. Alderman Koch asked what happens

if the company goes under and we are left with the project? Community Development Director Barksdale-Noble shared that they must submit a decommissioned bond, which can be called, and we would require the removal and restoration of the parcel to return to the original condition. The bond cost is 120% over the estimated cost, and then there is a 3% increase in inflation each year. Alderman Koch asked if the company wants to make local contributions, which Attorney Kramer said he would ask. Mayor Purcell noted this project will be voted on at the April 22<sup>nd</sup> City Council meeting.

**1115, LLC**  
(PZC 2024-29 & EDC 2025-06)

**Ordinance 2025-32**

**a. Approving a Planned Unit Development Agreement with 1115, LLC**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Planned Unit Development Agreement with 1115, LLC and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-4 Nays-3 Present-1  
Marek-aye, Corneils-nay, Koch-nay, Plocher-aye,  
Funkhouser-aye, Tarulis-nay, Transier-aye, Soling-present

**Ordinance 2025-33**

**b. Approving the Rezoning to R-4 General Multi-Family Residence Zoning District of Certain Territory Known as 1115 South Bridge Street, Yorkville, Illinois (Fox Haven)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to R-4 General Multi-Family Residence Zoning District of Certain Territory Known as 1115 South Bridge Street, Yorkville, Illinois (Fox Haven) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-4 Nays-3 Present-1  
Corneils-nay, Koch-nay, Plocher-aye, Funkhouser-aye,  
Tarulis-nay, Transier-aye, Soling-present, Marek-aye

**Ordinance 2025-34**

**Approving the Rezoning to M-2 General Manufacturing Zoning District of Certain Territory Known as 11159 Faxon Road, Yorkville, Illinois (Daniels Malinski Yorkville Family, LLLP) (PZC 2025-01 & EDC 2025-17)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to M-2 General Manufacturing Zoning District of Certain Territory Known as 11159 Faxon Road, Yorkville, Illinois (Daniels Malinski Yorkville Family, LLLP) and authorize the Mayor and City Clerk to Execute. So moved by Alderman Koch; seconded by Alderman Tarulis.

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

**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)**

**Public Works and Parks Department  
Facility Update  
(CC 2025-08)**

No report.

No report.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:55 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



Beecher Road Solar, LLC  
4.99 MWac Community Solar Facility  
Application for Special Use and Variance  
United City of Yorkville, Illinois

---

April 8, 2025



- Founded in 2007 by two Army veterans
- Since 2007, Nexamp has grown exponentially and has become vertically integrated developer and owner of solar projects nationwide
  - Nexamp owns and operates projects
  - Acquires projects from other companies
- 475+ employees today
- Voted #1 Community Solar Company in 2023 & 2024 by Solar Power World Magazine
- Completed largest domestic module purchase in community solar history – with Heliene in MN – 1.5 GW

# Nexamp Overview

## Illinois Experience

- Started to build out our Midwest team in 2018
- Chicago office with 80+ employees – Second HQ
- Currently operating 40+ projects statewide with 20+ in construction & development
- Our operation assets serve over 8,500 residents and small businesses in Illinois



# Operating Nexamp IL Projects

## French Road Solar

- Burlington, Kane County
- 16 acres
- 2.8MW project
- Serves nearly 400 subscribers



## Operating Nexamp IL Projects

### Fargo Road Solar

- Tampico, Whiteside County
- 19 acres
- 2.7MW project
- Serves nearly 400 subscribers



# | Area Map

Beecher Road Solar, LLC



# | Project Details

## Beecher Road Solar, LLC

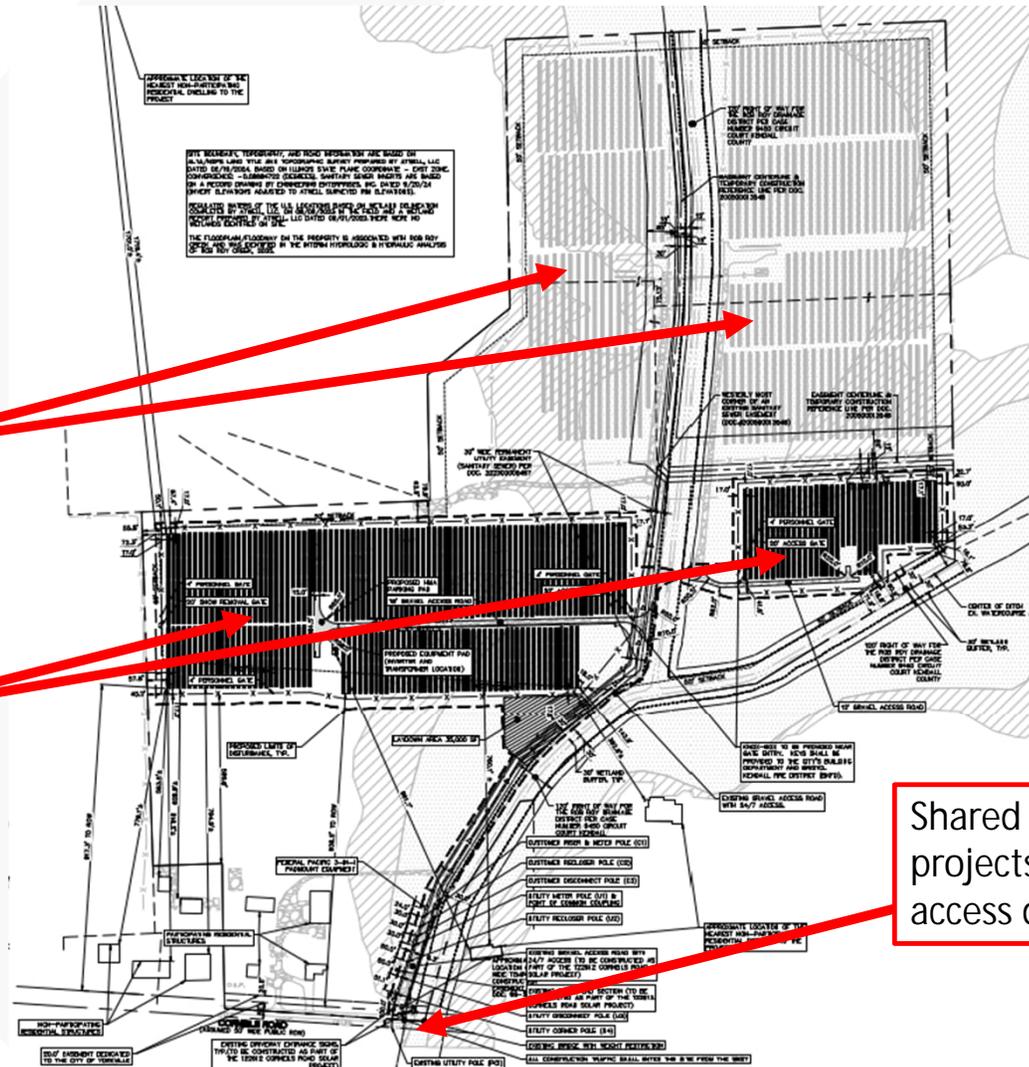
- Project Location: 10791 Corneils Road
- Zoned: A1-SU (Agriculture Special Use District)
- Parcels: 02-08-300-008 & 02-08-300-012
- Owner: Gary and Betty Bennett
- Parcels Size: Approximately 69.64 Acres
- Project Size: Approximately 20.3 Acres (within fence)
- Project Capacity: 4.99 MWac
- Project Life: 30 – 40 years

# Second Solar Site on Parcels

## Beecher Road Solar, LLC

Corneils Road Solar, LLC  
\*Received SUP from  
United City of Yorkville\*

Beecher Road Solar, LLC

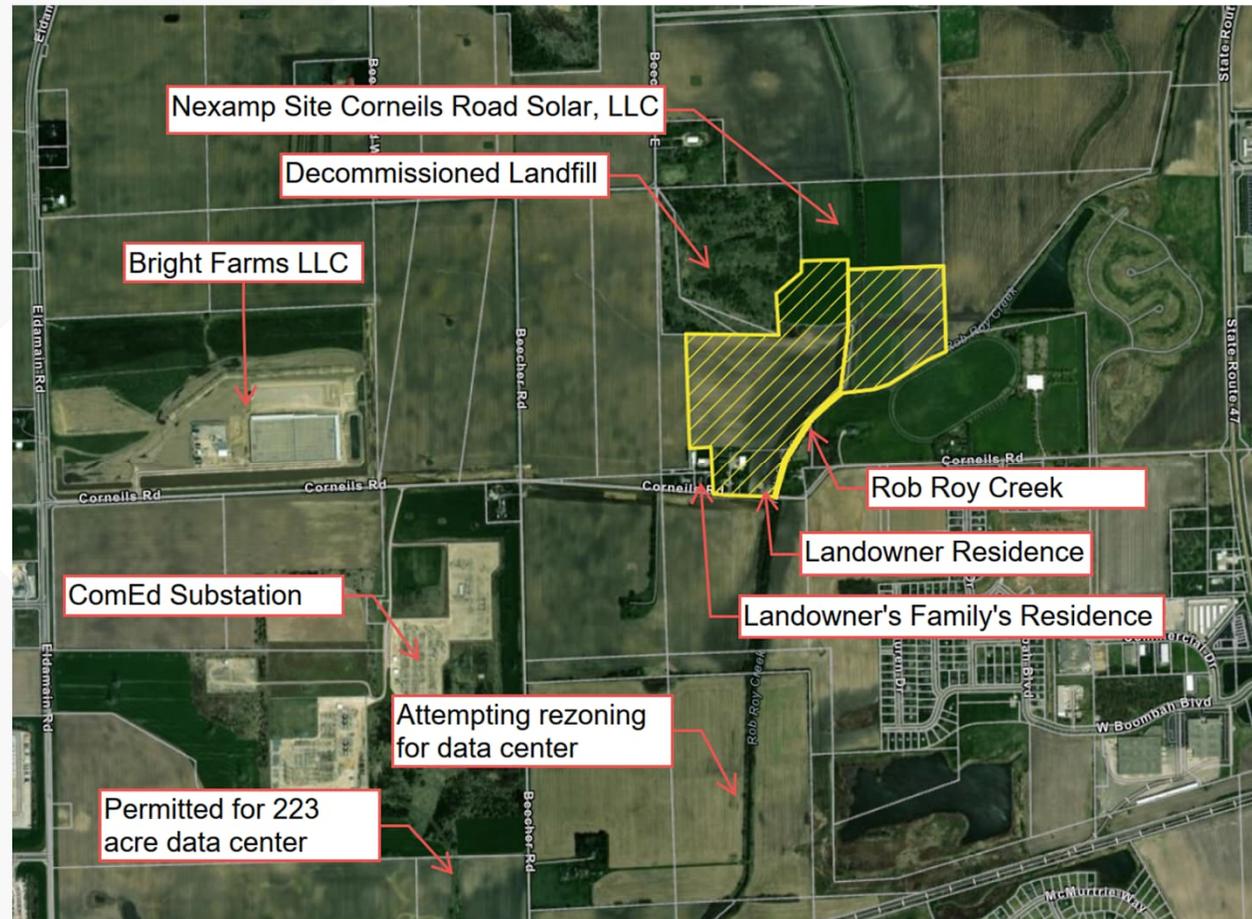


Shared use between  
projects of existing  
access drive

# Situating the Project

## Beecher Road Solar, LLC

- Compatible with existing surrounding land uses.
- Not many developments are possible in an IDNR Floodway, but solar is!
- Viewshed of solar array is limited from lot frontage.
- Most of array will be screened by participating landowner's homestead and landscaping.
- Corneils Road is not currently used as a major E/W thoroughfare.



# Community Benefits

- Unlocks Tax Revenue in a Floodway
- Unlocks Tax Revenue next to Decommissioned Landfill
- Unlocks Tax Revenue without Adding Demand for Public Services
- Grid Stabilization in Yorkville
- Temporary Use of Farmland
- Utility Savings for over 650 Residential Subscribers



Projected Taxes – Year 1			
	Aggregate	School District CU-88 (60.1%)	Bristol – Kendall Fire (6.7%)
Current Taxes (20.8 Acres)	~\$6,227	~\$3,742	~\$417
Solar Taxes	~\$29,470	~\$17,711	~\$1,974
Difference (~4x)	~\$23,243	~\$13,969	~\$1,557

# | Due Diligence

## Beecher Road Solar, LLC

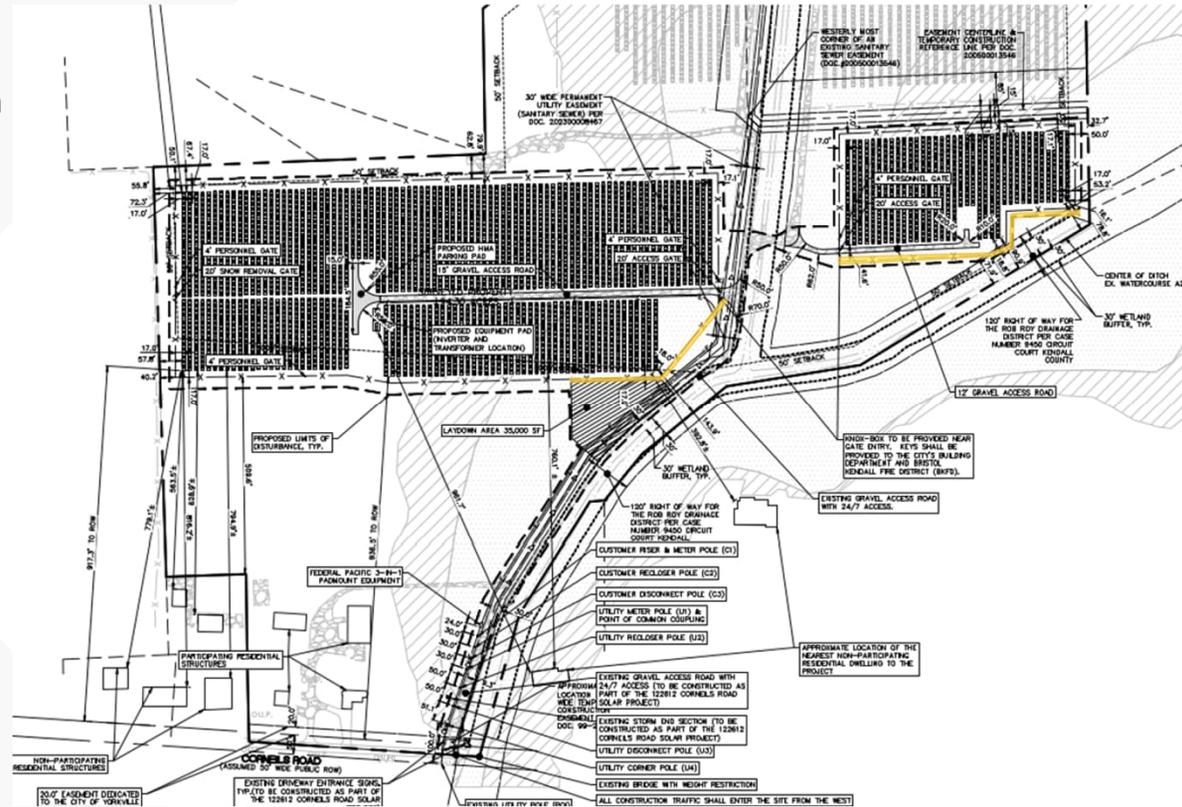
- Site Selection/Executed Lease with Landlord - **Complete**
- Survey - **Complete**
- Pre-Application Discussion with City - **Complete**
- Utility Studies - **Complete**
- SHPO Consultation - **Complete**
- Endangered Species - **Complete**
- Wetland Delineation - **Complete**
- FAA Consultation – **Complete**
- NRI - **Complete**
- AIMA - **Complete**
- IDNR Floodway Permit - **In Progress**
- Drain Tile Survey – **In Progress**

# Site Plan

## Beecher Road Solar, LLC

- 20.3-acre Site enclosed in 8-ft chain link fence with privacy slats.
  - 10-ft fence in the highlighted section for additional screening
- Access off Corneils Road utilizing existing access road
- All wires will be underground to the Point of Interconnection where we transition to six (6) utility required above ground poles near Corneils Road ROW.
- Inverter located centrally next to access road.

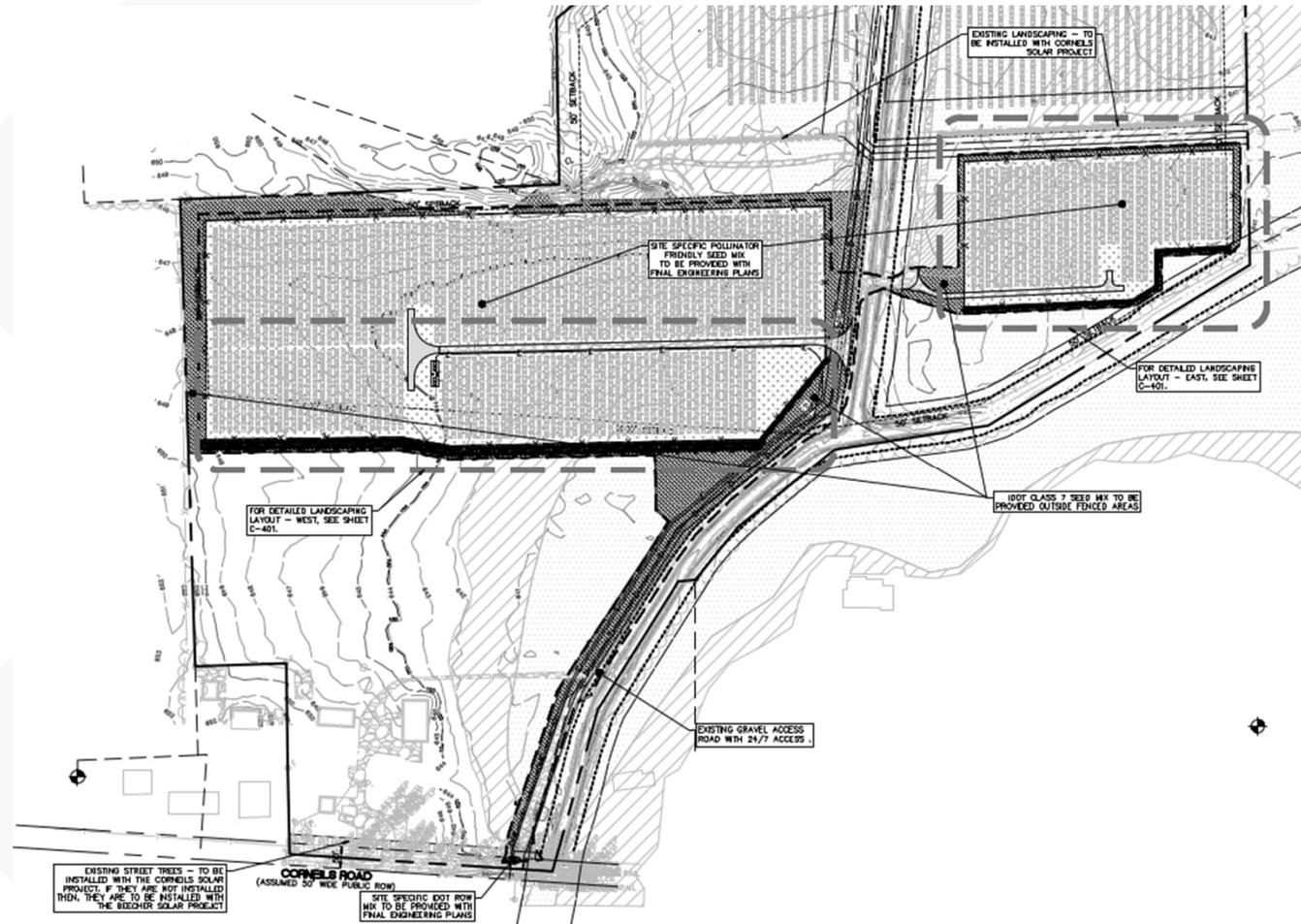
Setback	Requirements	Proposed
ROW/Front	1000-ft	917.3-ft
Side Yard (East)	50-ft	50-ft
Side Yard (West)	50-ft	57.8-ft
Rear Yard (North)	50-ft	50.1-ft



# Landscape Plan

## Beecher Road Solar, LLC

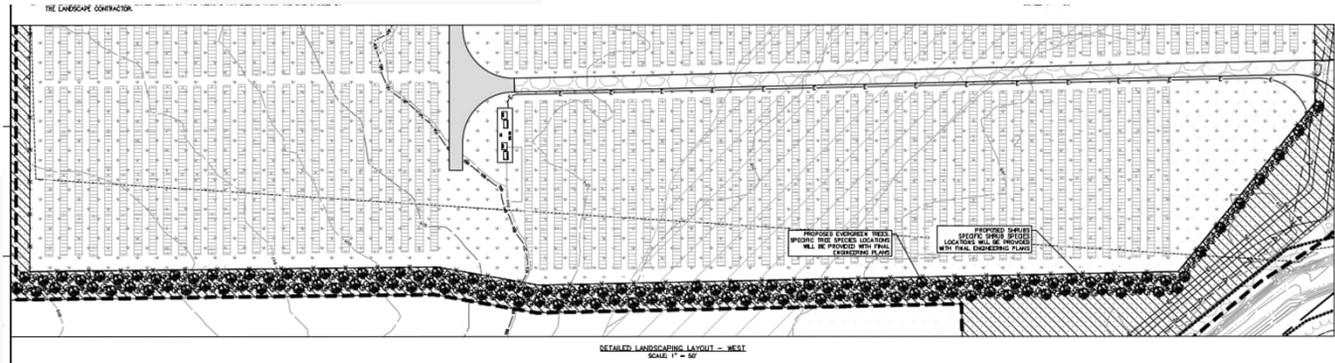
- Within the fence, the site will be planted with 19.8-acres of Native Pollinator Seed Mix.
- Outside the fence, the Site will be planted with 5.7 acres of IDOT Class 7 Seed Mix.



# Landscape Plan

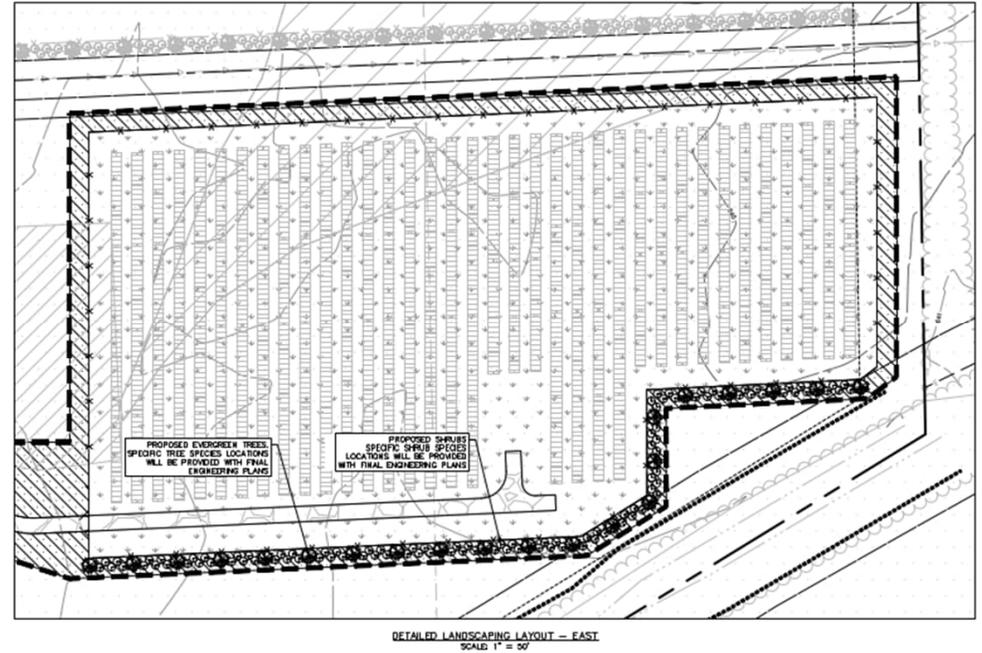
## Beecher Road Solar, LLC

- 154 evergreen trees and 384 scrubs will be planted along the southern border of the array to screen viewshed.
- Two layers of evergreen trees and shrubs will be planted along the southern border where there is direct view from Corneils Road and residential properties.




  
**Nexamp Representative Pollinator Friendly Seed Mix**

Common Name	Scientific Name	% of Mix	Seeds/SP
<b>Grasses</b>			
Bottlebrush Grass	<i>Beckmannia eruifloroides</i>	34.25%	843
Plains Bluegrass	<i>Bouteloua curtipendula</i>	0.00%	0.00
Plains Owl Sedge	<i>Carex lewinii</i>	2.00%	372
Bottle's Sedge	<i>Carex laxa</i>	0.00%	0.00
Tuckermans Sedge	<i>Carex lasiocoma</i>	1.00%	211
Stream Fox Sedge	<i>Carex vaginifolia</i>	2.00%	918
Silky Wood Sedge	<i>Elymus villosus</i>	0.00%	1.00
Little Bluestem	<i>Setochloa spicatum</i>	20.00%	18.00
Plains Dropseed	<i>Sporobolus heterophyllus</i>	0.00%	0.00
<b>Forbs</b>			
Common Yarrow	<i>Achillea millefolium</i>	0.04%	363
Woolly Thyme	<i>Alchemilla</i>	0.04%	0.00
Leaf Plant	<i>Arnica montana</i>	0.00%	0.00
Canada Anemone	<i>Anemone canadensis</i>	0.04%	0.00
Wild Columbine	<i>Apocynum canadense</i>	0.04%	0.00
Common Yellow-river	<i>Asclepias tuberosa</i>	0.04%	0.00
Isleberry Yellowroot	<i>Asclepias tuberosa</i>	0.04%	0.00
Canada Milkweed	<i>Asclepias tuberosa</i>	1.00%	0.04
Golden Aster	<i>Syntherismastrum asarifolium</i>	0.04%	0.00
Pathside Pine	<i>Chamaecrista fasciculata</i>	3.11%	0.00
White Prairie Clover	<i>Dalea candida</i>	4.00%	3.00
Purple Prairie Clover	<i>Dalea purpurea</i>	0.02%	4.00
Green Garden	<i>Gardeneria hirsuta</i>	0.04%	0.00
Plains Blazing Star	<i>Liatris spicata</i>	0.04%	0.12
Virginia Mountain Mint	<i>Pyrolanthus virginicus</i>	0.00%	0.00
Plains Wild Rose	<i>Rosa arkansana</i>	0.00%	0.00
Black-eyed Susan	<i>Rudbeckia hirta</i>	1.00%	0.13
Gray Goldenrod	<i>Solidago nemoralis</i>	0.04%	0.00
Ohio Goldenrod	<i>Solidago ohioensis</i>	0.04%	0.00
My Blue Aster	<i>Syntherismastrum asarifolium</i>	0.04%	0.00
Ohio Blackberry	<i>Thalictrum flavum</i>	0.04%	0.00
Hardy Yarrow	<i>Yarrowia officinalis</i>	1.00%	1.00
Golden Alexander	<i>Zizia aurea</i>	2.00%	1.21



# Site Photo #1

## Beecher Road Solar, LLC

From southeast corner looking north from Corneils Road towards Site.



# View Shed #1

## Beecher Road Solar, LLC

- From southeast corner looking north from Corneils Road towards Site.
- 917-ft front setback with 2 layers of evergreen trees and shrubs



## Site Photo # 2

### Beecher Road Solar, LLC

From south looking north from  
Cornells Road towards Site.



## View Shed #2

### Beecher Road Solar, LLC

- From south looking north from Corneils Road towards Site.
- 917-ft front setback with 2 layers of evergreen trees and shrubs



Thank You!



## | PREVIOUS DESIGN -- View Shed #1

### Beecher Road Solar, LLC

- From southeast corner looking north from Corneils Road towards Site.
- 481-ft front setback and 1 layer of evergreen trees and shrubs.



## | PREVIOUS DESIGN -- View Shed #2

### Beecher Road Solar, LLC

- From south looking north from Corneils Road towards Site.
- 481-ft front setback and 1 layer of evergreen trees and shrubs.





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 #3

Tracking Number

**Agenda Item Summary Memo**

**Title:** Minutes of the Special City Council – April 9, 2025

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Approval of Minutes

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

**Agenda Item Notes:**

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

**MINUTES OF THE SPECIAL 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  
WEDNESDAY, APRIL 9, 2025**

Mayor Purcell called the meeting to order at 6:00 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, and Finance Director Fredrickson. Staff in attendance remotely: Assistant City Administrator Willrett

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

A meeting notice was posted on the City's website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely:

<https://us02web.zoom.us/j/84658648443?pwd=ouqrsrToYgOwriCxCaCWQyHOVaUZU.1>.

The Zoom meeting ID was 846 5864 8443.

**QUORUM**

A quorum was established.

**CITIZEN COMMENTS**

None.

**BUSINESS**

**Ordinance 2025-35**

**Abating the tax hereto levied for the year 2024  
to pay debt service on General Obligation  
Bonds (Alternate Revenue Source), Series  
2025A and Series 2025B of the United  
City of Yorkville, Kendall, Illinois  
(Business - A)**

Mayor Purcell entertained a motion to approve an Ordinance abating the tax hereto levied for the year 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2025A and Series 2025B, of the United City of Yorkville, Kendall County, Illinois and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Marek.

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

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 6:02 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #4

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – April 22, 2025

**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

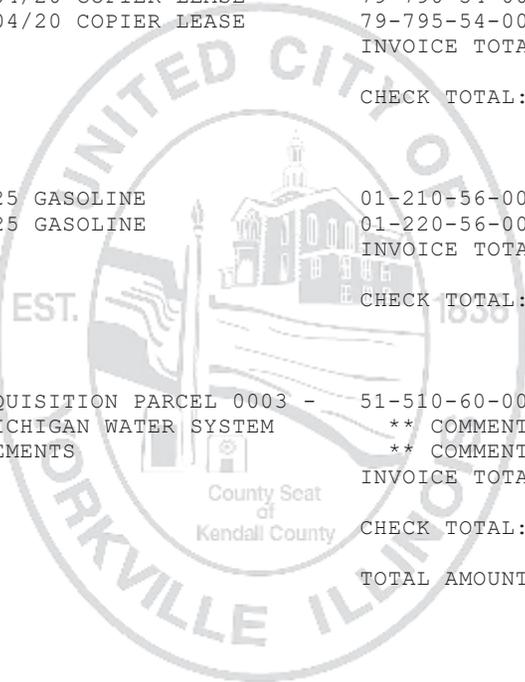
#### Agenda Item Notes:

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

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 04/07/25

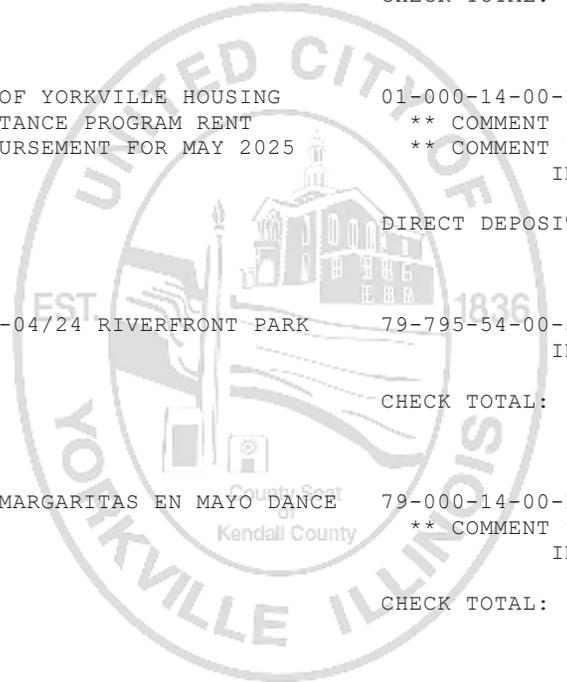
CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542366	MARCO	MARCO TECHNOLOGIES LLC					
	552211245		03/27/25	01	03/20-04/20 COPIER LEASE	01-110-54-00-5485	259.29
				02	03/20-04/20 COPIER LEASE	01-120-54-00-5485	259.27
				03	03/20-04/20 COPIER LEASE	01-220-54-00-5485	518.58
				04	03/20-04/20 COPIER LEASE	01-210-54-00-5485	663.73
				05	03/20-04/20 COPIER LEASE	01-410-54-00-5485	51.47
				06	03/20-04/20 COPIER LEASE	51-510-54-00-5485	51.47
				07	03/20-04/20 COPIER LEASE	52-520-54-00-5485	51.46
				08	03/20-04/20 COPIER LEASE	79-790-54-00-5485	154.39
				09	03/20-04/20 COPIER LEASE	79-795-54-00-5485	259.28
					INVOICE TOTAL:		2,268.94 *
					CHECK TOTAL:		2,268.94
542367	WEX	WEX BANK					
	103879046		03/31/25	01	MAR 2025 GASOLINE	01-210-56-00-5695	6,770.19
				02	MAR 2025 GASOLINE	01-220-56-00-5695	785.36
					INVOICE TOTAL:		7,555.55 *
					CHECK TOTAL:		7,555.55
542368	YORKHILL	YORKVILLE HILL LANDSCAPING INC					
	PARCEL 0003	AQUISITI	04/04/25	01	LAND AQUISITION PARCEL 0003 -	51-510-60-00-6011	20,000.00
				02	LAKE MICHIGAN WATER SYSTEM	** COMMENT **	
				03	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		20,000.00 *
					CHECK TOTAL:		20,000.00
					TOTAL AMOUNT PAID:		29,824.49



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 04/22/2025

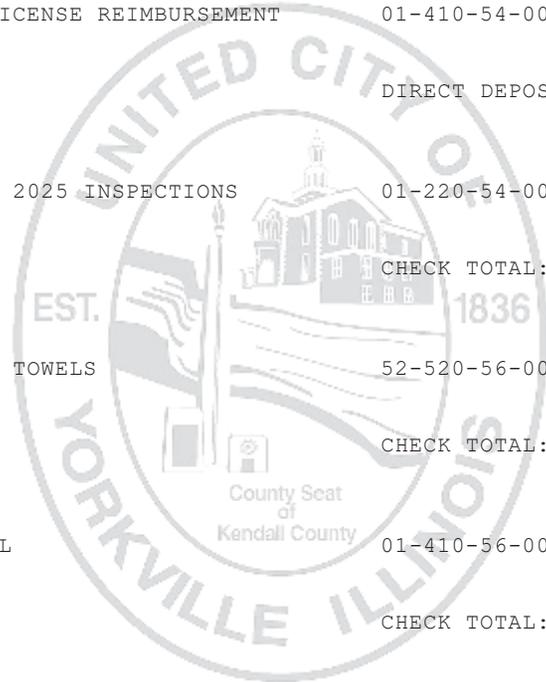
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542500	AACVB	AURORA AREA CONVENTION						
	02/25-SUPER	04/01/25	01	SUPER 8 HOTEL TAX-FEB 2025	01-640-54-00-5481		577.34	
						INVOICE TOTAL:	577.34 *	
	03/25-ALL	04/04/25	01	ALL SEASON HOTEL TAX-MAR 2025	01-640-54-00-5481		57.81	
						INVOICE TOTAL:	57.81 *	
						CHECK TOTAL:	635.15	
D004102	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	MAY 2025	04/04/25	01	CITY OF YORKVILLE HOUSING	01-000-14-00-1400		390.00	
			02	ASSISTANCE PROGRAM RENT	** COMMENT **			
			03	REIMBURSEMENT FOR MAY 2025	** COMMENT **			
						INVOICE TOTAL:	390.00 *	
						DIRECT DEPOSIT TOTAL:	390.00	
542501	ATT	AT&T						
	6305536805-0325	03/25/25	01	03/25-04/24 RIVERFRONT PARK	79-795-54-00-5440		231.31	
						INVOICE TOTAL:	231.31 *	
						CHECK TOTAL:	231.31	
542502	BALLET	BALLET FOLKLORICO QUETZALCOATL						
	2025 MEM	04/09/25	01	2025 MARGARITAS EN MAYO DANCE	79-000-14-00-1400		1,000.00	
			02	GROUP	** COMMENT **			
						INVOICE TOTAL:	1,000.00 *	
						CHECK TOTAL:	1,000.00	
542503	BATTERY S	BATTERY SERVICE CORPORATION						
	0121322	03/27/25	01	CROSSWALK BATTERY	01-410-56-00-5640		548.00	
						INVOICE TOTAL:	548.00 *	
						CHECK TOTAL:	548.00	



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 04/22/2025

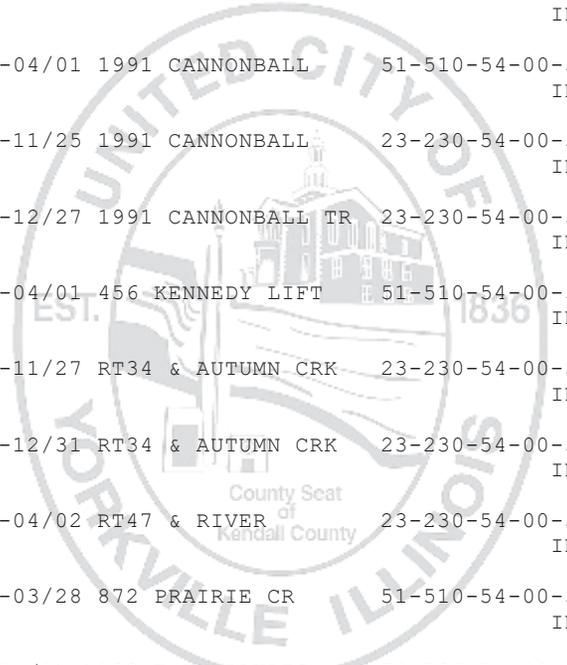
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542504	BEACHBUM	BEACH BUM BAND INC					
	2025 BEACH	04/09/25	01	2025 BEACH PARTY BAND	79-000-14-00-1400		2,200.00
						INVOICE TOTAL:	2,200.00 *
						CHECK TOTAL:	2,200.00
D004103	BEDFORDR	RYAN BEDFORD					
	040325-CDL	04/03/25	01	CDL LICENSE REIMBURSEMENT	01-410-54-00-5462		61.35
						INVOICE TOTAL:	61.35 *
						DIRECT DEPOSIT TOTAL:	61.35
542505	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	20776	04/07/25	01	MARCH 2025 INSPECTIONS	01-220-54-00-5459		3,240.00
						INVOICE TOTAL:	3,240.00 *
						CHECK TOTAL:	3,240.00
542506	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44109	04/01/25	01	PAPER TOWELS	52-520-56-00-5620		109.02
						INVOICE TOTAL:	109.02 *
						CHECK TOTAL:	109.02
542507	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	41114	03/17/25	01	GRAVEL	01-410-56-00-5640		951.07
						INVOICE TOTAL:	951.07 *
						CHECK TOTAL:	951.07
542508	COMED	COMMONWEALTH EDISON					



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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 04/22/2025

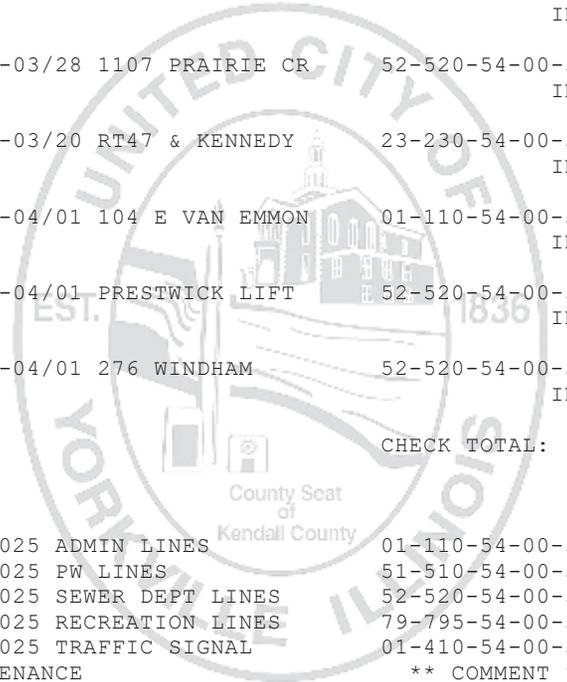
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542508	COMED	COMMONWEALTH EDISON						
	0505912000-0325	03/31/25	01	02/26-03/28 1908 RAINTREE RD	51-510-54-00-5480		326.83	
						INVOICE TOTAL:	326.83 *	
	0505912000-1124	11/25/24	01	10/25-11/23 1908 RAINTREE RD	51-510-54-00-5480		103.49	
						INVOICE TOTAL:	103.49 *	
	0505912000-1224	12/27/24	01	11/23-12/26 1908 RAINTREE RD	51-510-54-00-5480		270.31	
						INVOICE TOTAL:	270.31 *	
	0884004000-0325	04/02/25	01	02/27-04/01 1991 CANNONBALL	51-510-54-00-5480		519.41	
						INVOICE TOTAL:	519.41 *	
	0884004000-1124	11/26/24	01	10/28-11/25 1991 CANNONBALL	23-230-54-00-5482		140.15	
						INVOICE TOTAL:	140.15 *	
	0884004000-1224	12/30/24	01	11/25-12/27 1991 CANNONBALL TR	23-230-54-00-5482		346.80	
						INVOICE TOTAL:	346.80 *	
	1135300100-0325	04/02/25	01	02/27-04/01 456 KENNEDY LIFT	51-510-54-00-5480		181.63	
						INVOICE TOTAL:	181.63 *	
	1709169000-1124	11/27/24	01	10/30-11/27 RT34 & AUTUMN CRK	23-230-54-00-5482		225.02	
						INVOICE TOTAL:	225.02 *	
	1709169000-1224	12/31/24	01	11/27-12/31 RT34 & AUTUMN CRK	23-230-54-00-5482		365.79	
						INVOICE TOTAL:	365.79 *	
	3260462000-0325	04/02/25	01	03/03-04/02 RT47 & RIVER	23-230-54-00-5482		386.25	
						INVOICE TOTAL:	386.25 *	
	3387801111-0325	03/31/25	01	02/26-03/28 872 PRAIRIE CR	51-510-54-00-5480		113.65	
						INVOICE TOTAL:	113.65 *	
	3573137000-0325	04/02/25	01	02/7-04/01 1333 E HYDRAULIC	79-795-54-00-5480		210.84	
						INVOICE TOTAL:	210.84 *	



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 04/22/2025

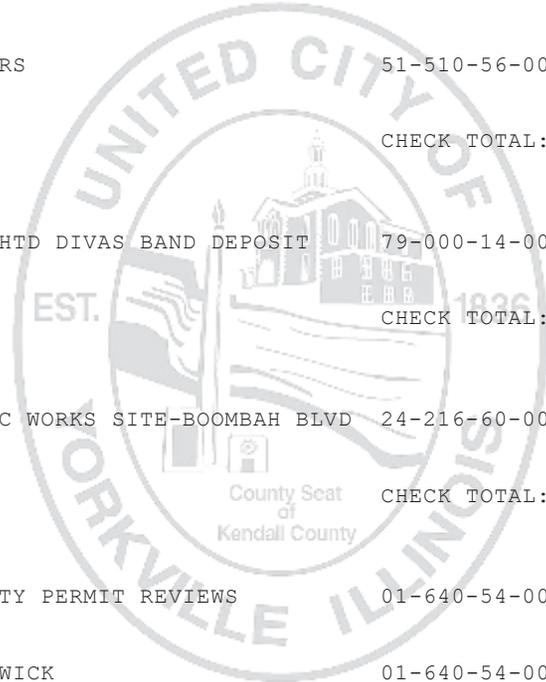
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542508	COMED COMMONWEALTH EDISON						
	3852534000-0325	03/28/25	01	02/26-03/28 RT126 & SCHLHS	23-230-54-00-5482		130.47
						INVOICE TOTAL:	130.47 *
	5285646000-0325	04/02/25	01	02/27-04/01 KENNEDY & MCHUGH	23-230-54-00-5482		153.71
						INVOICE TOTAL:	153.71 *
	6918342222-0325	04/02/25	01	02/27-04/01 301 E HYDRAULIC	79-795-54-00-5480		75.28
						INVOICE TOTAL:	75.28 *
	7581432222-0325	03/31/25	01	02/26-03/28 1107 PRAIRIE CR	52-520-54-00-5480		214.05
						INVOICE TOTAL:	214.05 *
	7706362222-0225	03/21/25	01	02/18-03/20 RT47 & KENNEDY	23-230-54-00-5482		1,658.64
						INVOICE TOTAL:	1,658.64 *
	8273737000-0325	04/01/25	01	02/28-04/01 104 E VAN EMMON	01-110-54-00-5480		385.45
						INVOICE TOTAL:	385.45 *
	8500662000-0325	04/02/25	01	02/27-04/01 PRESTWICK LIFT	52-520-54-00-5480		227.88
						INVOICE TOTAL:	227.88 *
	9810925111-0325	04/02/25	01	02/27-04/01 276 WINDHAM	52-520-54-00-5480		234.52
						INVOICE TOTAL:	234.52 *
						CHECK TOTAL:	6,270.17
542509	CONTELEC CONSTELLATION TELECOM						
	4360	04/01/25	01	APR 2025 ADMIN LINES	01-110-54-00-5440		241.08
			02	APR 2025 PW LINES	51-510-54-00-5440		542.43
			03	APR 2025 SEWER DEPT LINES	52-520-54-00-5440		241.08
			04	APR 2025 RECREATION LINES	79-795-54-00-5440		238.53
			05	APR 2025 TRAFFIC SIGNAL	01-410-54-00-5435		60.27
			06	MAINTENANCE	** COMMENT **		
						INVOICE TOTAL:	1,323.39 *
						CHECK TOTAL:	1,323.39



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 04/22/2025

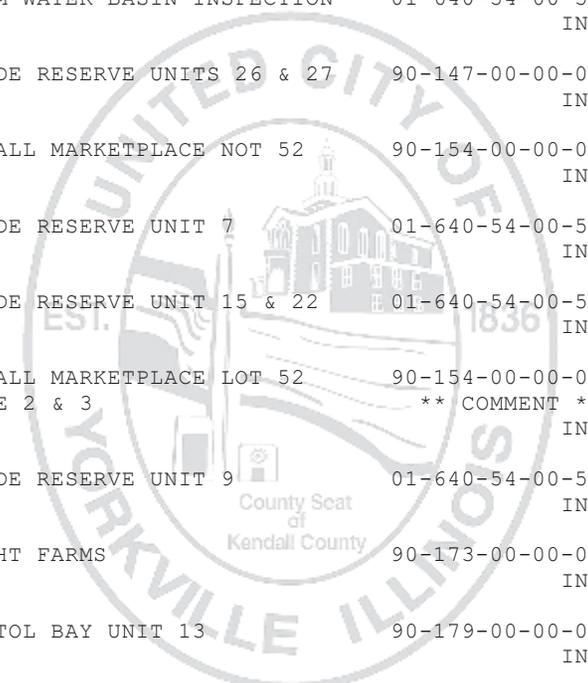
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542510	COREMAIN	CORE & MAIN LP					
	W585384	03/13/25	01	REPROGRAMMED METER	51-510-56-00-5664		1,465.96
						INVOICE TOTAL:	1,465.96 *
	W585397	03/12/25	01	GASKETS	51-510-56-00-5664		24.74
						INVOICE TOTAL:	24.74 *
	W609650	03/20/25	01	BACKFLOW METERS	51-510-56-00-5664		3,892.57
						INVOICE TOTAL:	3,892.57 *
	W662484	03/27/25	01	WASHERS	51-510-56-00-5664		19.30
						INVOICE TOTAL:	19.30 *
						CHECK TOTAL:	5,402.57
542511	DOUBLED	DOUBLE D BOOKING					
	2025 HTD-DEP	04/09/25	01	2025 HTD DIVAS BAND DEPOSIT	79-000-14-00-1400		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
542512	EEI	ENGINEERING ENTERPRISES, INC.					
	82799-BALANCE	02/26/25	01	PUBLIC WORKS SITE-BOOMBAH BLVD	24-216-60-00-6042		3,000.00
						INVOICE TOTAL:	3,000.00 *
						CHECK TOTAL:	3,000.00
542513	EEI	ENGINEERING ENTERPRISES, INC.					
	83075	03/27/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		4,365.00
						INVOICE TOTAL:	4,365.00 *
	83076	03/27/25	01	PRESTWICK	01-640-54-00-5465		141.00
						INVOICE TOTAL:	141.00 *



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 04/22/2025

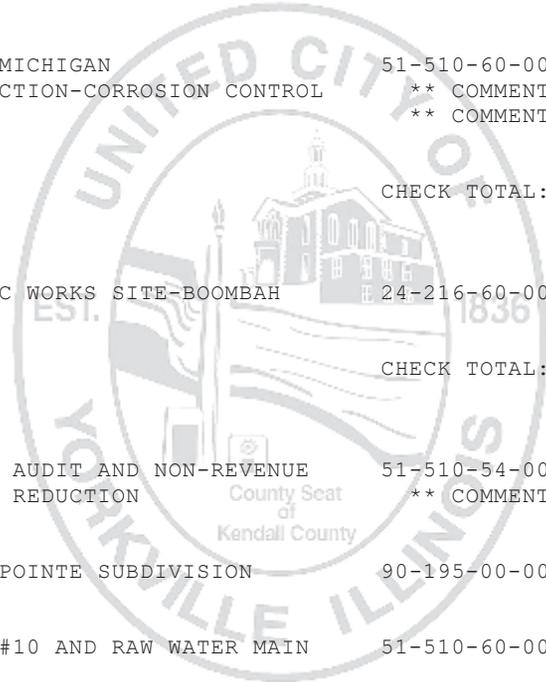
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542513	EEI			ENGINEERING ENTERPRISES, INC.			
	83077	03/27/25	01	GRANDE RESERVE UNIT 8	01-640-54-00-5465		94.00
						INVOICE TOTAL:	94.00 *
	83078	03/27/25	01	WINDETT RIDGE UNIT 2	90-048-48-00-0111		42.00
						INVOICE TOTAL:	42.00 *
	83079	03/27/25	01	STORM WATER BASIN INSPECTION	01-640-54-00-5465		612.00
						INVOICE TOTAL:	612.00 *
	83080	03/27/25	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		2,518.00
						INVOICE TOTAL:	2,518.00 *
	83081	03/27/25	01	KENDALL MARKETPLACE NOT 52	90-154-00-00-0111		1,512.00
						INVOICE TOTAL:	1,512.00 *
	83082	03/27/25	01	GRANDE RESERVE UNIT 7	01-640-54-00-5465		235.00
						INVOICE TOTAL:	235.00 *
	83083	03/27/25	01	GRANDE RESERVE UNIT 15 & 22	01-640-54-00-5465		94.00
						INVOICE TOTAL:	94.00 *
	83084	03/27/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		188.00
			02	PAHSE 2 & 3	** COMMENT **		
						INVOICE TOTAL:	188.00 *
	83085	03/27/25	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		1,799.00
						INVOICE TOTAL:	1,799.00 *
	83086	03/27/25	01	BRIGHT FARMS	90-173-00-00-0111		898.00
						INVOICE TOTAL:	898.00 *
	83087	03/27/25	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		294.00
						INVOICE TOTAL:	294.00 *
	83088	03/27/25	01	CALEDONIA UNIT 3	90-188-00-00-0111		2,787.50
						INVOICE TOTAL:	2,787.50 *



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

INVOICES DUE ON/BEFORE 04/22/2025

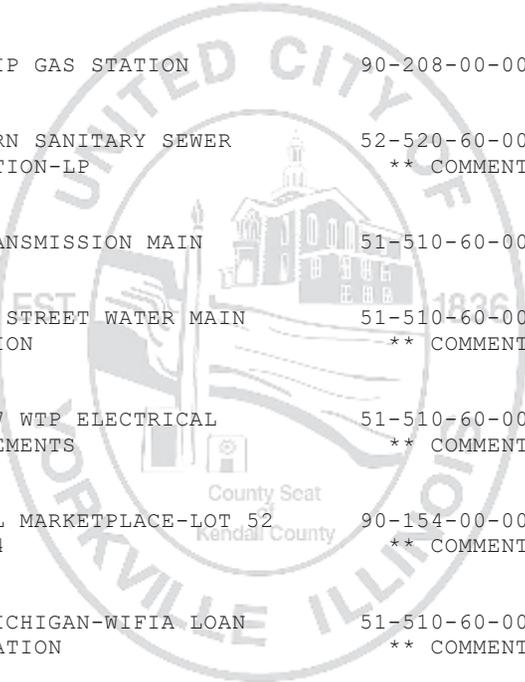
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542513	EEI	ENGINEERING ENTERPRISES, INC.						
	83089	03/27/25	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		1,571.00	
						INVOICE TOTAL:	1,571.00 *	
	83090	03/27/25	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		1,309.00	
						INVOICE TOTAL:	1,309.00 *	
	83091	03/27/25	01	GRANDE RESERVE UNIT 4	01-640-54-00-5465		2,097.00	
						INVOICE TOTAL:	2,097.00 *	
	83092	03/27/25	01	LAKE MICHIGAN	51-510-60-00-6011		301.25	
			02	CONNECTION-CORROSION CONTROL	** COMMENT **			
			03	STUDY	** COMMENT **			
						INVOICE TOTAL:	301.25 *	
						CHECK TOTAL:	20,857.75	
542514	EEI	ENGINEERING ENTERPRISES, INC.						
	83093	03/27/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		19,557.00	
						INVOICE TOTAL:	19,557.00 *	
						CHECK TOTAL:	19,557.00	
542515	EEI	ENGINEERING ENTERPRISES, INC.						
	83094	03/27/25	01	WATER AUDIT AND NON-REVENUE	51-510-54-00-5465		5,800.50	
			02	WATER REDUCTION	** COMMENT **			
						INVOICE TOTAL:	5,800.50 *	
	83095	03/27/25	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		141.00	
						INVOICE TOTAL:	141.00 *	
	83096	03/27/25	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		7,437.75	
						INVOICE TOTAL:	7,437.75 *	



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				

INVOICES DUE ON/BEFORE 04/22/2025

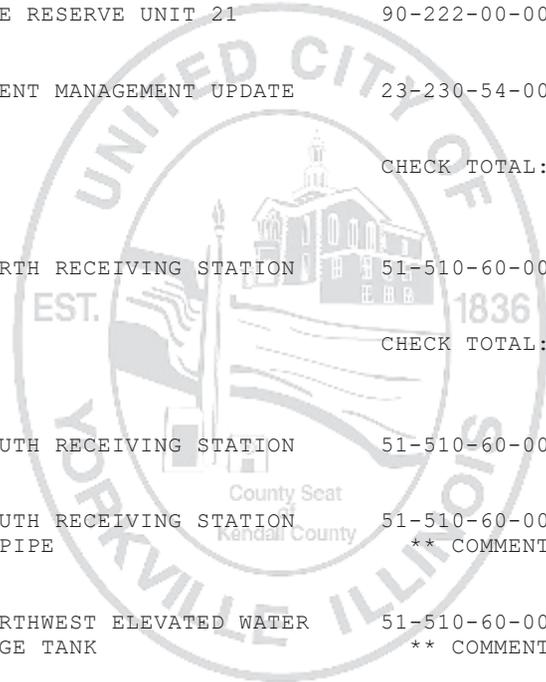
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542515	EEI	ENGINEERING ENTERPRISES, INC.						
	83097	03/27/25	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		2,752.77	
						INVOICE TOTAL:	2,752.77 *	
	83098	03/27/25	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		167.00	
						INVOICE TOTAL:	167.00 *	
	83099	03/27/25	01	KENDALL COUNTY BLDG-FOX ST	01-640-54-00-5465		338.00	
						INVOICE TOTAL:	338.00 *	
	83100	03/27/25	01	QUIKTRIP GAS STATION	90-208-00-00-0111		602.00	
						INVOICE TOTAL:	602.00 *	
	83101	03/27/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		3,744.00	
			02	CONNECTION-LP	** COMMENT **			
						INVOICE TOTAL:	3,744.00 *	
	83102	03/27/25	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		1,835.00	
						INVOICE TOTAL:	1,835.00 *	
	83103	03/27/25	01	CENTER STREET WATER MAIN	51-510-60-00-6025		21,613.50	
			02	EXTENSION	** COMMENT **			
						INVOICE TOTAL:	21,613.50 *	
	83104	03/27/25	01	WELL #7 WTP ELECTRICAL	51-510-60-00-6068		156.23	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	156.23 *	
	83105	03/27/25	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		235.00	
			02	PHASE 4	** COMMENT **			
						INVOICE TOTAL:	235.00 *	
	83106	03/27/25	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011		11,477.96	
			02	APPLICATION	** COMMENT **			
						INVOICE TOTAL:	11,477.96 *	



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 04/22/2025

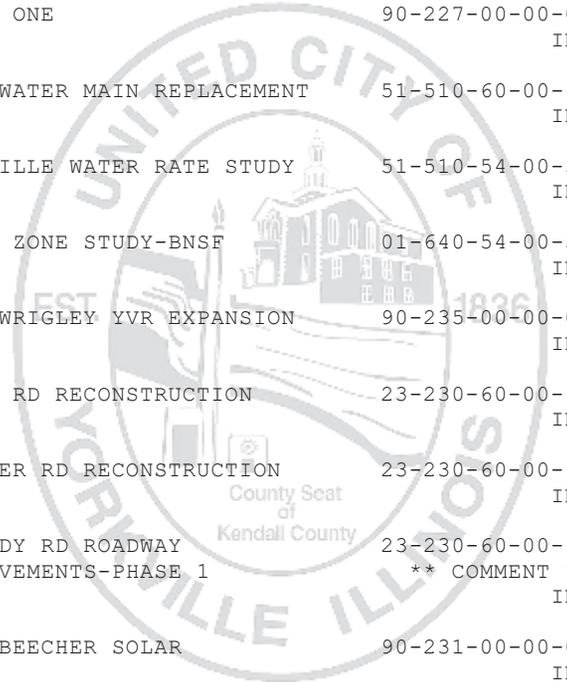
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542515	EEI	ENGINEERING ENTERPRISES, INC.						
	83107	03/27/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	83108	03/27/25	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111		1,811.00	
			02	SOLAR	** COMMENT **			
						INVOICE TOTAL:	1,811.00 *	
	83109	03/27/25	01	GRANDE RESERVE UNIT 21	90-222-00-00-0111		376.00	
						INVOICE TOTAL:	376.00 *	
	83110	03/27/25	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465		2,700.00	
						INVOICE TOTAL:	2,700.00 *	
					CHECK TOTAL:		63,087.71	
542516	EEI	ENGINEERING ENTERPRISES, INC.						
	83111	03/27/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		56,488.95	
						INVOICE TOTAL:	56,488.95 *	
					CHECK TOTAL:		56,488.95	
542517	EEI	ENGINEERING ENTERPRISES, INC.						
	83112	03/27/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		3,664.25	
						INVOICE TOTAL:	3,664.25 *	
	83113	03/27/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		67,925.00	
			02	STANDPIPE	** COMMENT **			
						INVOICE TOTAL:	67,925.00 *	
	83114	03/27/25	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		14,745.45	
			02	STORAGE TANK	** COMMENT **			
						INVOICE TOTAL:	14,745.45 *	



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 04/22/2025

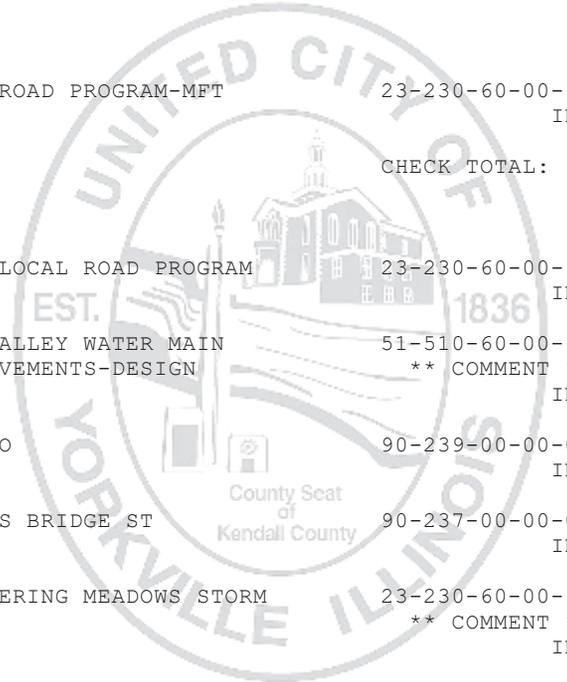
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542517	EEI			ENGINEERING ENTERPRISES, INC.			
	83115	03/27/25	01	LM-BLUESTEM WATER MAIN	51-510-60-00-6011		16,688.93
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		16,688.93 *
	83116	03/27/25	01	GRANDE RESERVE UNITS 10 & 11	90-223-00-00-0111		7,969.00
					INVOICE TOTAL:		7,969.00 *
	83117	03/27/25	01	CYRUS ONE	90-227-00-00-0111		1,123.50
					INVOICE TOTAL:		1,123.50 *
	83118	03/27/25	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		19,563.75
					INVOICE TOTAL:		19,563.75 *
	83119	03/27/25	01	YORKVILLE WATER RATE STUDY	51-510-54-00-5465		4,899.00
					INVOICE TOTAL:		4,899.00 *
	83120	03/27/25	01	QUIET ZONE STUDY-BNSF	01-640-54-00-5465		840.00
					INVOICE TOTAL:		840.00 *
	83121	03/27/25	01	MARS WRIGLEY YVR EXPANSION	90-235-00-00-0111		1,068.00
					INVOICE TOTAL:		1,068.00 *
	83122	03/27/25	01	FAXON RD RECONSTRUCTION	23-230-60-00-6046		53,639.20
					INVOICE TOTAL:		53,639.20 *
	83123	03/27/25	01	BEECHER RD RECONSTRUCTION	23-230-60-00-6046		31,951.05
					INVOICE TOTAL:		31,951.05 *
	83124	03/27/25	01	KENNEDY RD ROADWAY	23-230-60-00-6040		10,967.00
			02	IMPROVEMENTS-PHASE 1	** COMMENT **		
					INVOICE TOTAL:		10,967.00 *
	83125	03/27/25	01	2820 BEECHER SOLAR	90-231-00-00-0111		240.50
					INVOICE TOTAL:		240.50 *



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				

INVOICES DUE ON/BEFORE 04/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542517	EEI	ENGINEERING ENTERPRISES, INC.						
	83126	03/27/24	01	FY 2026 BUDGET	01-640-54-00-5465		1,476.00	
						INVOICE TOTAL:	1,476.00 *	
	83127	03/27/25	01	CRIMSON LANE ROW DEDICATION	01-640-54-00-5465		351.00	
						INVOICE TOTAL:	351.00 *	
					CHECK TOTAL:		237,111.63	
542518	EEI	ENGINEERING ENTERPRISES, INC.						
	83128	03/27/25	01	2025 ROAD PROGRAM-MFT	23-230-60-00-6025		23,563.00	
						INVOICE TOTAL:	23,563.00 *	
					CHECK TOTAL:		23,563.00	
542519	EEI	ENGINEERING ENTERPRISES, INC.						
	83129	03/27/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6025		51,050.00	
						INVOICE TOTAL:	51,050.00 *	
	83130	03/27/25	01	EAST ALLEY WATER MAIN	51-510-60-00-6025		10,595.00	
			02	IMPROVEMENTS-DESIGN	** COMMENT **			
						INVOICE TOTAL:	10,595.00 *	
	83131	03/27/25	01	COSTCO	90-239-00-00-0111		6,646.50	
						INVOICE TOTAL:	6,646.50 *	
	83132	03/27/25	01	1106 S BRIDGE ST	90-237-00-00-0111		1,249.00	
						INVOICE TOTAL:	1,249.00 *	
	83133	03/27/25	01	WHISPERING MEADOWS STORM	23-230-60-00-6061		1,593.00	
			02	SEWER	** COMMENT **			
						INVOICE TOTAL:	1,593.00 *	
	83134	03/27/25	01	ELDAMAIN WATER MAIN LOOP NORTH	51-510-60-00-6024		9,400.44	
						INVOICE TOTAL:	9,400.44 *	



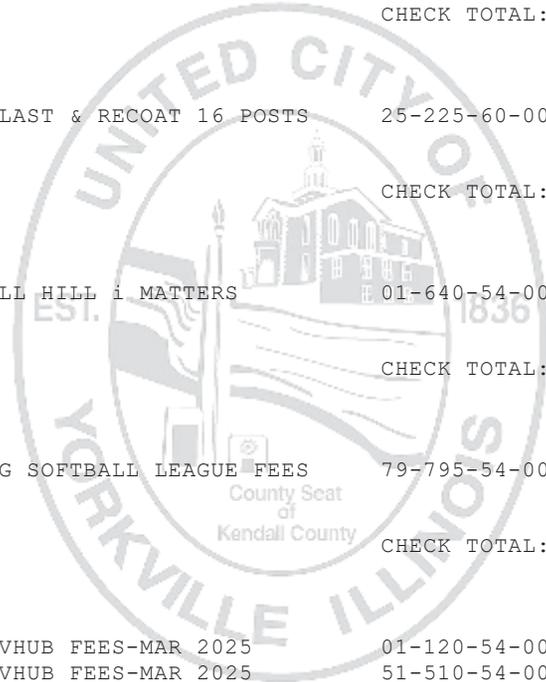
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 04/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
542519	EEI	ENGINEERING ENTERPRISES, INC.						
	83135	03/27/25	01	ELDAMAIN WATER MAIN LOOP SOUTH	51-510-60-00-6024		8,906.41	
						INVOICE TOTAL:	8,906.41 *	
	83136	03/27/25	01	DMYF-LOFTUS	90-241-00-00-0111		117.00	
						INVOICE TOTAL:	117.00 *	
	83137	03/27/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		4,091.00	
						INVOICE TOTAL:	4,091.00 *	
	83138	03/27/25	01	CHRISTIE PROPERTY	90-243-00-00-0111		2,887.50	
						INVOICE TOTAL:	2,887.50 *	
	83139	03/27/25	01	WORSLEY ST-PLAT OF VACATION	01-640-54-00-5465		2,050.50	
						INVOICE TOTAL:	2,050.50 *	
	83141	03/27/25	01	GRANDE RESERVE UNIT 19	01-640-54-00-5465		252.00	
						INVOICE TOTAL:	252.00 *	
	83143	03/27/25	01	KENDALLWOOD ESTATE-RALLY	90-174-00-00-0111		14,339.25	
						INVOICE TOTAL:	14,339.25 *	
						CHECK TOTAL:	113,177.60	
542520	FIRSTNET	AT&T MOBILITY						
	287313454005X0403202	03/25/25	01	02/26-03/25 MOBILE DEVICES	01-220-54-00-5440		42.20	
			02	02/26-03/25 MOBILE DEVICES	51-510-54-00-5440		42.20	
			03	02/26-03/25 MOBILE DEVICES	01-110-54-00-5440		84.40	
			04	UPGRADE PHONE-GREGORY	01-110-54-00-5440		0.99	
			05	02/6-03/25 MOBILE DEVICES	01-210-54-00-5440		838.04	
						INVOICE TOTAL:	1,007.83 *	
						CHECK TOTAL:	1,007.83	
542521	FIRSTNET	AT&T MOBILITY						
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 04/22/2025

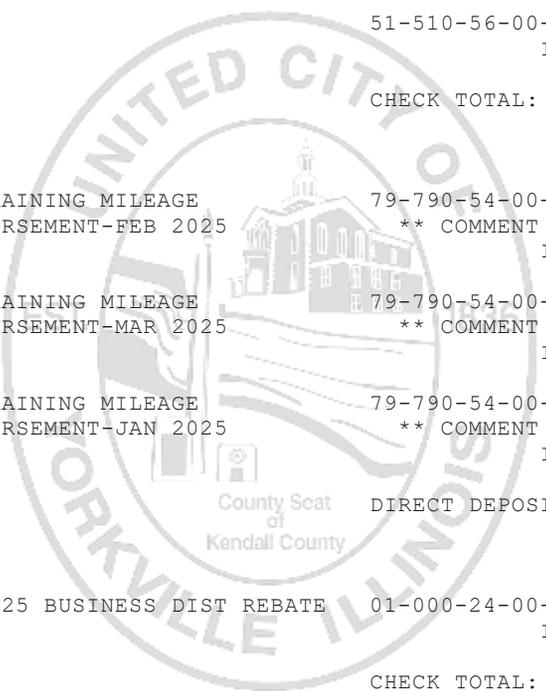
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542521	FIRSTNET 287313454207X0403202	AT&T MOBILITY 03/25/25	01	02/26-03/25 MOBILE DEVICES	01-220-54-00-5440		361.92
			02	02/26-03/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	02/26-03/25 MOBILE DEVICES	79-795-54-00-5440		156.88
			04	02/26-03/25 MOBILE DEVICES	51-510-54-00-5440		235.32
			05	02/26-03/25 MOBILE DEVICES	52-520-54-00-5440		72.48
						INVOICE TOTAL:	862.84 *
						CHECK TOTAL:	862.84
542522	FOXVALSA 61460	FOX VALLEY SANDBLASTING 03/21/25	01	SANDBLAST & RECOAT 16 POSTS	25-225-60-00-6010		4,388.00
						INVOICE TOTAL:	4,388.00 *
						CHECK TOTAL:	4,388.00
542523	GARDKOCH 23866	GARDINER KOCH & WEISBERG 04/10/25	01	KIMBALL HILL i MATTERS	01-640-54-00-5461		2,245.00
						INVOICE TOTAL:	2,245.00 *
						CHECK TOTAL:	2,245.00
542524	GSLSPORT 032525-1	BIG DAWG ATHLETICS LLC 03/25/25	01	SPRING SOFTBALL LEAGUE FEES	79-795-54-00-5462		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
542525	HARRIS MSIXT0000603	HARRIS COMPUTER SYSTEMS 03/26/25	01	MY GOVHUB FEES-MAR 2025	01-120-54-00-5462		348.17
			02	MY GOVHUB FEES-MAR 2025	51-510-54-00-5462		522.26



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 04/22/2025

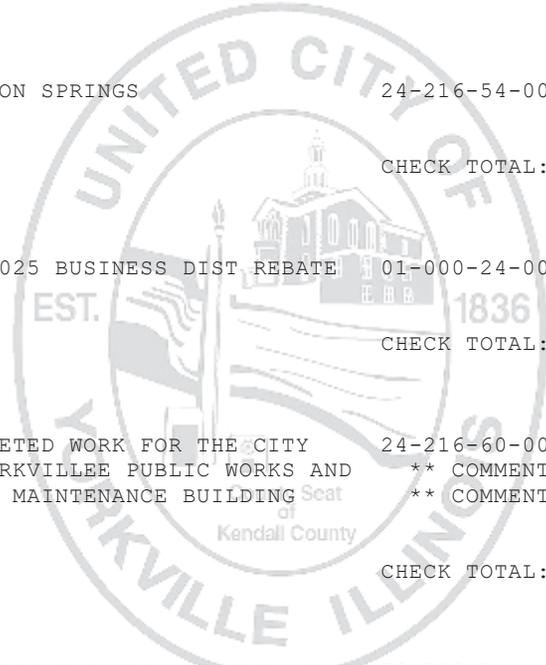
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542525	HARRIS MSIXT0000603	HARRIS COMPUTER SYSTEMS 03/26/25	03	MY GOVHUB FEES-MAR 2025	52-520-54-00-5462		153.61 INVOICE TOTAL: 1,024.04 *
							CHECK TOTAL: 1,024.04
542526	HAWKINS 7006048	HAWKINS INC 03/11/25	01	SCALE	51-510-56-00-5638		3,706.51 INVOICE TOTAL: 3,706.51 *
							CHECK TOTAL: 3,706.51
D004104	HODOUSR CDL TRAIN MLG-FEB 20	RICHARD HODOUS 04/07/25	01	CDL TRAINING MILEAGE	79-790-54-00-5415		77.28
			02	REIMBURSEMENT-FEB 2025	** COMMENT **		
							INVOICE TOTAL: 77.28 *
	CDL TRAIN MLG-MAR 20	04/07/25	01	CDL TRAINING MILEAGE	79-790-54-00-5415		19.32
			02	REIMBURSEMENT-MAR 2025	** COMMENT **		
							INVOICE TOTAL: 19.32 *
	CDL TRAIN MLGE-JAN	04/07/25	01	CDL TRAINING MILEAGE	79-790-54-00-5415		115.92
			02	REIMBURSEMENT-JAN 2025	** COMMENT **		
							INVOICE TOTAL: 115.92 *
							DIRECT DEPOSIT TOTAL: 212.52
542527	IMPERINV FEB 2025-REBATE	IMPERIAL INVESTMENTS 04/08/25	01	FEB 2025 BUSINESS DIST REBATE	01-000-24-00-2488		2,557.77 INVOICE TOTAL: 2,557.77 *
							CHECK TOTAL: 2,557.77



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 04/22/2025

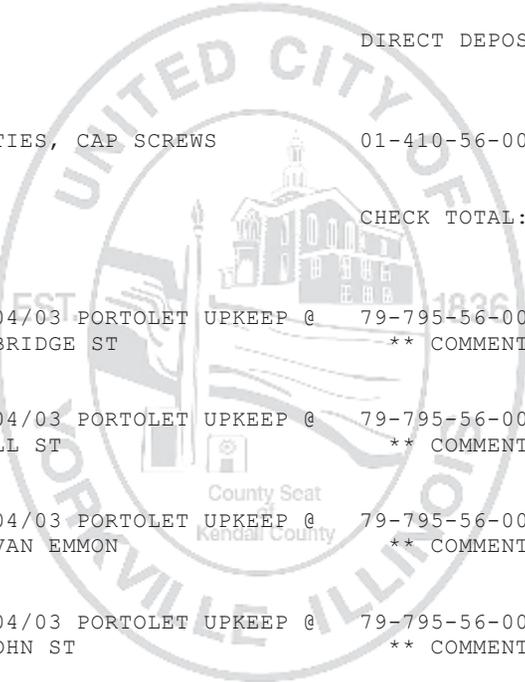
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542528	INTERDEV CW1048836	INTERDEV, LLC 03/31/25	01	IMPERVA SITE COVERAGE	01-640-54-00-5450		2,922.50 INVOICE TOTAL: 2,922.50 *
	MSP-1048813	03/31/25	01	MONTHLY IT BILLING-MAR 2025	01-640-54-00-5450		19,960.17 INVOICE TOTAL: 19,960.17 *
						CHECK TOTAL:	22,882.67
542529	JDDOOR 123232	J & D DOOR SALES, INC 02/25/25	01	TORSION SPRINGS	24-216-54-00-5446		1,075.00 INVOICE TOTAL: 1,075.00 *
						CHECK TOTAL:	1,075.00
542530	KENDCROS BD REBATE 02/25	KENDALL CROSSING, LLC 04/08/25	01	FEB 2025 BUSINESS DIST REBATE	01-000-24-00-2487		5,412.62 INVOICE TOTAL: 5,412.62 *
						CHECK TOTAL:	5,412.62
542531	KLUBER 9483	KLUBER, INC 03/31/25	01 02 03	COMPLETED WORK FOR THE CITY OF YORKVILLE PUBLIC WORKS AND PARK MAINTENANCE BUILDING	24-216-60-00-6042 ** COMMENT ** ** COMMENT **		835.75  INVOICE TOTAL: 835.75 *
						CHECK TOTAL:	835.75
D004105	LANDAP CDL TRAIN-MEALS	PAUL LANDA 04/07/25	01	CDL TRAINING MEAL REIMBURSEMENT	79-790-54-00-5412		268.21 INVOICE TOTAL: 268.21 *



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 04/22/2025

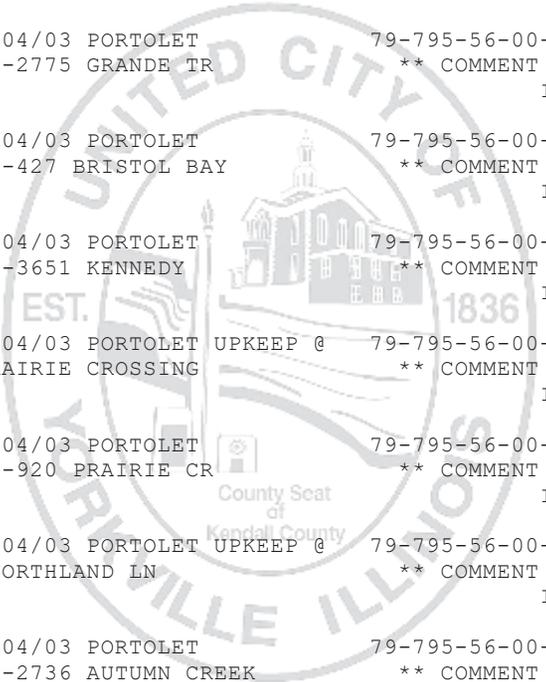
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004105	LANDAP PAUL LANDA						
	CDL-FEB MLG	04/07/25	01	CDL TRAINING MILEAGE	79-790-54-00-5412		57.96
			02	REIMBURSEMENT-FEB 2025	** COMMENT **		
					INVOICE TOTAL:		57.96 *
	CDL-JAN MLG	04/07/25	01	CDL TRAINING MILEAGE	79-790-54-00-5412		122.36
			02	REIMBURSEMENT-JAN 2025	** COMMENT **		
					INVOICE TOTAL:		122.36 *
					DIRECT DEPOSIT TOTAL:		448.53
542532	LAWSON LAWSON PRODUCTS						
	9312074301	12/12/24	01	CABLE TIES, CAP SCREWS	01-410-56-00-5620		191.71
					INVOICE TOTAL:		191.71 *
					CHECK TOTAL:		191.71
542533	LRS LRS, LLC						
	PS651771	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		436.33
			02	301 N BRIDGE ST	** COMMENT **		
					INVOICE TOTAL:		436.33 *
	PS651773	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		95.96
			02	901 MILL ST	** COMMENT **		
					INVOICE TOTAL:		95.96 *
	PS651774	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		202.15
			02	374 E VAN EMMON	** COMMENT **		
					INVOICE TOTAL:		202.15 *
	PS651775	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		155.96
			02	1711 JOHN ST	** COMMENT **		
					INVOICE TOTAL:		155.96 *



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 04/22/2025

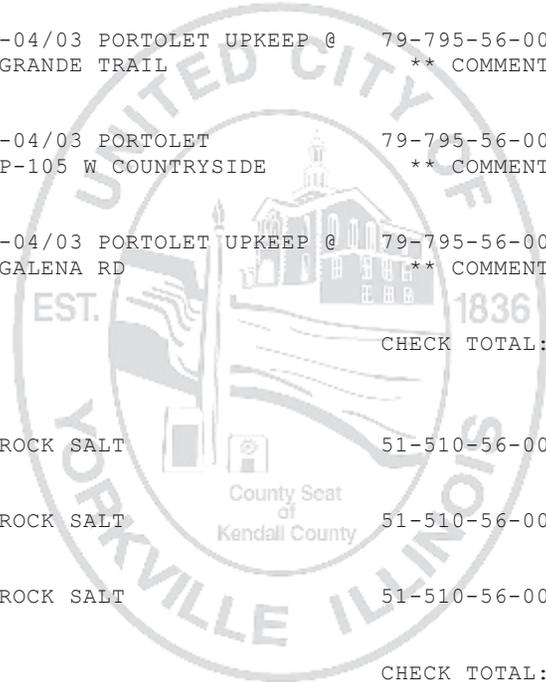
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542533	LRS LRS, LLC						
	PS651776	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		155.96
			02	UPKEEP-1474 SYCAMORE RD	** COMMENT **		
					INVOICE TOTAL:		155.96 *
	PS651777	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		372.57
			02	901 GAME FARM RD	** COMMENT **		
					INVOICE TOTAL:		372.57 *
	PS651778	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		202.15
			02	UPKEEP-2775 GRANDE TR	** COMMENT **		
					INVOICE TOTAL:		202.15 *
	PS651779	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		155.96
			02	UPKEEP-427 BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		155.96 *
	PS651780	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		394.47
			02	UPKEEP-3651 KENNEDY	** COMMENT **		
					INVOICE TOTAL:		394.47 *
	PS651781	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		202.15
			02	872 PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:		202.15 *
	PS651782	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		439.12
			02	UPKEEP-920 PRAIRIE CR	** COMMENT **		
					INVOICE TOTAL:		439.12 *
	PS651783	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		155.96
			02	2807 NORTHLAND LN	** COMMENT **		
					INVOICE TOTAL:		155.96 *
	PS651784	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		202.15
			02	UPKEEP-2736 AUTUMN CREEK	** COMMENT **		
					INVOICE TOTAL:		202.15 *



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

INVOICES DUE ON/BEFORE 04/22/2025

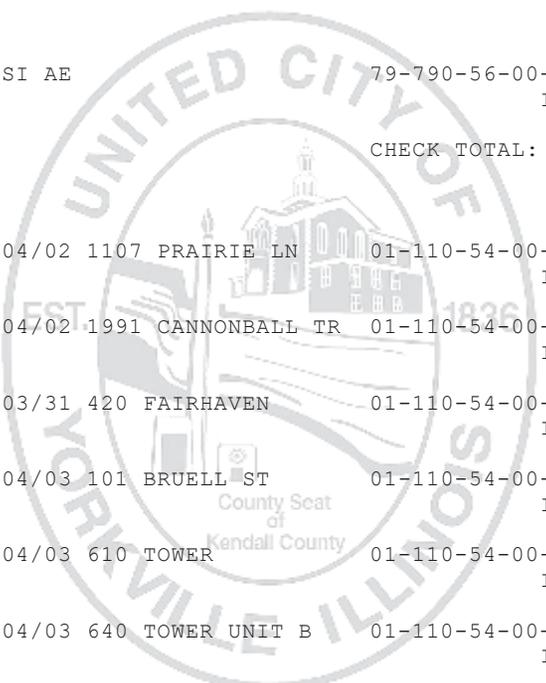
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542533	LRS LRS, LLC						
	PS651785	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		394.47
			02	UPKEEP-600 HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:		394.47 *
	PS651786	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		457.10
			02	UPKEEP-428 BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		457.10 *
	PS651787	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		202.15
			02	3142 GRANDE TRAIL	** COMMENT **		
					INVOICE TOTAL:		202.15 *
	PS651788	04/03/25	01	03/24-04/03 PORTOLET	79-795-56-00-5620		202.15
			02	UPKEEP-105 W COUNTRYSIDE	** COMMENT **		
					INVOICE TOTAL:		202.15 *
	PS651789	04/03/25	01	03/24-04/03 PORTOLET UPKEEP @	79-795-56-00-5620		457.10
			02	9231 GALENA RD	** COMMENT **		
					INVOICE TOTAL:		457.10 *
					CHECK TOTAL:		4,883.86
542534	MIDWSALT MIDWEST SALT						
	P481652	03/20/25	01	BULK ROCK SALT	51-510-56-00-5638		3,317.15
					INVOICE TOTAL:		3,317.15 *
	P481662	03/21/25	01	BULK ROCK SALT	51-510-56-00-5638		3,308.17
					INVOICE TOTAL:		3,308.17 *
	P481746	03/19/25	01	BULK ROCK SALT	51-510-56-00-5638		3,261.74
					INVOICE TOTAL:		3,261.74 *
					CHECK TOTAL:		9,887.06



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 04/22/2025

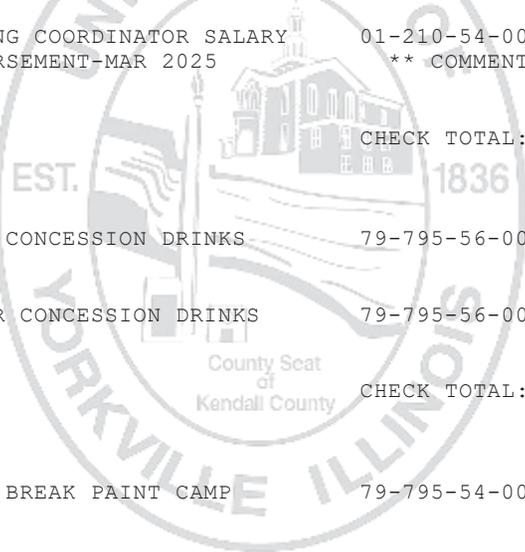
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542535	MROWCO	MATHEWSON RIGHT OF WAY CO,					
	24-10387-06	03/31/25	01	SERVICES RENDERED FOR LAKE	51-510-60-00-6011		28,500.00
			02	MICHIGAN WATER SYSTEM	** COMMENT **		
			03	IMPROVEMENT PROJECT	** COMMENT **		
					INVOICE TOTAL:		28,500.00 *
					CHECK TOTAL:		28,500.00
542536	NARVICK	NARVICK BROS. LUMBER CO, INC					
	95487	03/03/25	01	4000 PSI AE	79-790-56-00-5620		1,085.50
					INVOICE TOTAL:		1,085.50 *
					CHECK TOTAL:		1,085.50
542537	NICOR	NICOR GAS					
	00-41-22-8748 4-0325	04/02/25	01	03/04-04/02 1107 PRAIRIE LN	01-110-54-00-5480		63.85
					INVOICE TOTAL:		63.85 *
	15-64-61-3532 5-0325	04/02/25	01	03/04-04/02 1991 CANNONBALL TR	01-110-54-00-5480		58.16
					INVOICE TOTAL:		58.16 *
	20-52-56-2042 1-0325	03/31/25	01	02/27-03/31 420 FAIRHAVEN	01-110-54-00-5480		148.37
					INVOICE TOTAL:		148.37 *
	23-45-91-4862 5-0325	04/03/25	01	03/05-04/03 101 BRUELL ST	01-110-54-00-5480		152.28
					INVOICE TOTAL:		152.28 *
	61-60-41-1000 9-0325	04/03/25	01	03/05-04/03 610 TOWER	01-110-54-00-5480		649.87
					INVOICE TOTAL:		649.87 *
	83-80-00-1000 7-0325	04/03/25	01	03/05-04/03 640 TOWER UNIT B	01-110-54-00-5480		203.73
					INVOICE TOTAL:		203.73 *
	91-85-68-4012 8-0325	04/03/25	01	03/04-04/02 902 GAME FARM RD	82-820-54-00-5480		1,733.78
					INVOICE TOTAL:		1,733.78 *



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

INVOICES DUE ON/BEFORE 04/22/2025

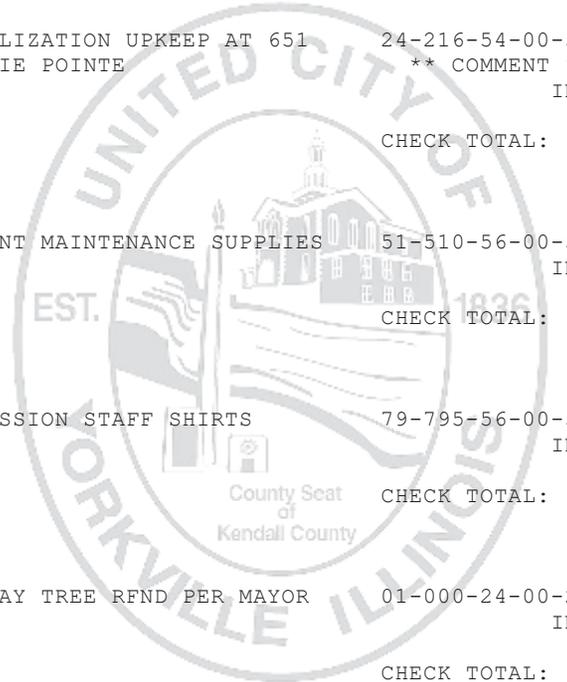
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542537	NICOR NICOR GAS						
	95-16-10-1000 4-0225	03/18/25	01	028/10-03/17 1 RT47	01-110-54-00-5480		61.91
						INVOICE TOTAL:	61.91 *
					CHECK TOTAL:		3,071.95
542538	OSWEGO VILLAGE OF OSWEGO						
	3068	03/25/25	01	STATE LOBBYIST CHRGS-MAR 2025	01-640-54-00-5462		1,166.67
			02	STATE LOBBYIST CHRGS-MAR 2025	51-510-54-00-5462		1,166.66
			03	FEDERAL LOBBYIST CHRGS-MAR 2025	01-640-54-00-5462		1,562.50
			04	FEDERAL LOBBYIST CHRGS-MAR 2025	51-510-54-00-5462		1,562.50
						INVOICE TOTAL:	5,458.33 *
	3071	03/25/25	01	TRAINING COORDINATOR SALARY	01-210-54-00-5413		4,286.63
			02	REIMBURSEMENT-MAR 2025 ** COMMENT **			
						INVOICE TOTAL:	4,286.63 *
					CHECK TOTAL:		9,744.96
542539	PEPSI PEPSI-COLA GENERAL BOTTLE						
	1-C808BKU	04/10/25	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		1,256.00
						INVOICE TOTAL:	1,256.00 *
	1-C808BVC	04/10/25	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		1,228.00
						INVOICE TOTAL:	1,228.00 *
					CHECK TOTAL:		2,484.00
542540	PETITEPA THE PETITE PALETTE						
	032525	03/25/25	01	SPRING BREAK PAINT CAMP	79-795-54-00-5462		810.00
						INVOICE TOTAL:	810.00 *
					CHECK TOTAL:		810.00



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 04/22/2025

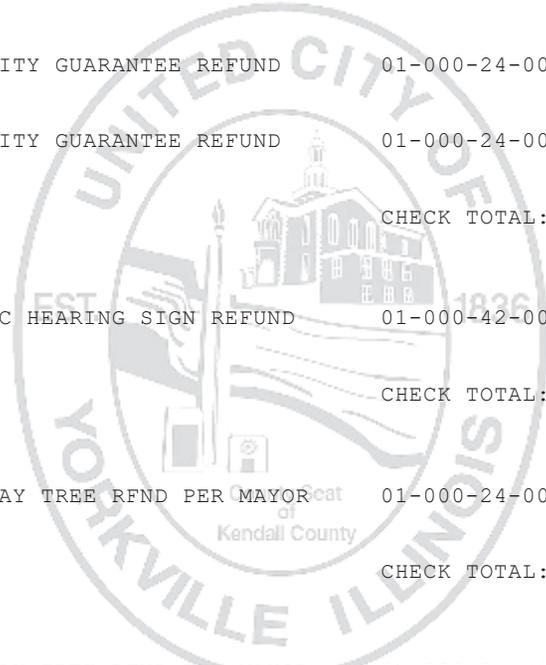
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542541	PIPERSON	STEVE PIPER & SONS, INC.					
	24154	03/31/25	01	REMOTE TUB GRINDING OF TREES	01-410-54-00-5458		10,692.50
			02	REMOTE TUB GRINDING OF TREES	79-790-54-00-5495		3,000.00
				INVOICE TOTAL:			13,692.50 *
				CHECK TOTAL:			13,692.50
542542	PIZZO	PIZZO AND ASSOCIATES, LTD					
	341	04/01/25	01	NATUALIZATION UPKEEP AT 651	24-216-54-00-5446		732.19
			02	PRIARIE POINTE	** COMMENT **		
				INVOICE TOTAL:			732.19 *
				CHECK TOTAL:			732.19
542543	POLLARD	FERGUSON ENTERPRISES LLC #3325					
	0283480	03/17/25	01	HYDRANT MAINTENANCE SUPPLIES	51-510-56-00-5640		324.68
				INVOICE TOTAL:			324.68 *
				CHECK TOTAL:			324.68
542544	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	4591	03/28/25	01	CONCESSION STAFF SHIRTS	79-795-56-00-5607		542.50
				INVOICE TOTAL:			542.50 *
				CHECK TOTAL:			542.50
542545	R0001740	MEGAN FANTHORPE					
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		250.00
				INVOICE TOTAL:			250.00 *
				CHECK TOTAL:			250.00



- |                                |                                   |                                  |                         |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 04/22/2025

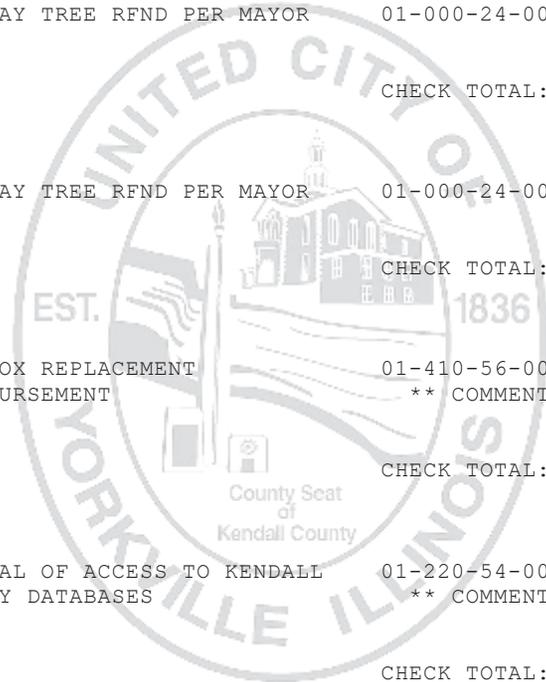
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542546	R0001975 RYAN HOMES						
	20240649-532 BISCAYN	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20240707-452 BISCAYN	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20240708-512 BISCAYN	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20240758-4429 TAMPA	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
						INVOICE TOTAL:	7,500.00 *
	20241119-492 BSCAYNE	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
						CHECK TOTAL:	27,500.00
542547	R0002690 DAVE HAMMAN						
	20250036-RFND	03/27/25	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00
542548	R0002692 ERIC ADAMS						
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
542549	R0002693 KATHRYN MEYER						
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00



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 04/22/2025

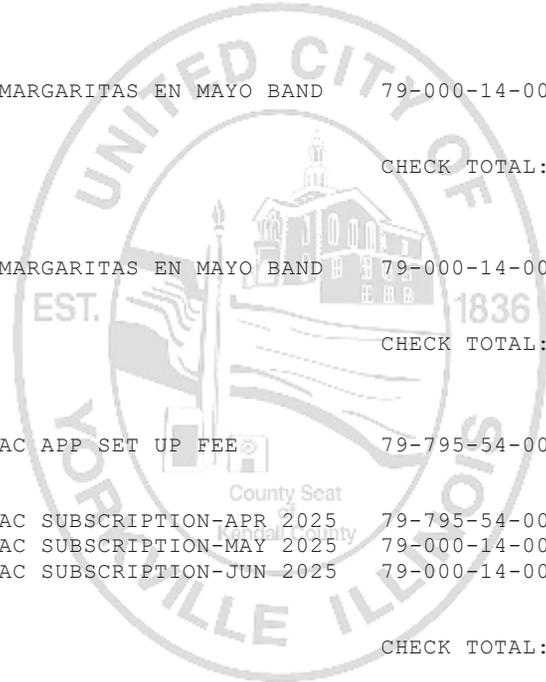
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542550	R0002694	LINDALEE WASIELEWSKI					
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
542551	R0002695	JAMES A OROS					
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
542552	R0002696	PRAIRIE GARDEN TOWNHOME OWNERS					
	040825-PARKWAY	04/08/25	01	PARKWAY TREE RFND PER MAYOR	01-000-24-00-2426		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
542553	R0002697	ANDREW RADAK					
	031525-MAILBOX	04/09/25	01	MAILBOX REPLACEMENT	01-410-56-00-5640		109.18
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	109.18 *
						CHECK TOTAL:	109.18
542554	RIS	RECORD INFORMATION SYSTEMS INC					
	56413	04/07/25	01	RENEWAL OF ACCESS TO KENDALL	01-220-54-00-5462		575.00
			02	COUNTY DATABASES	** COMMENT **		
						INVOICE TOTAL:	575.00 *
						CHECK TOTAL:	575.00



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 04/22/2025

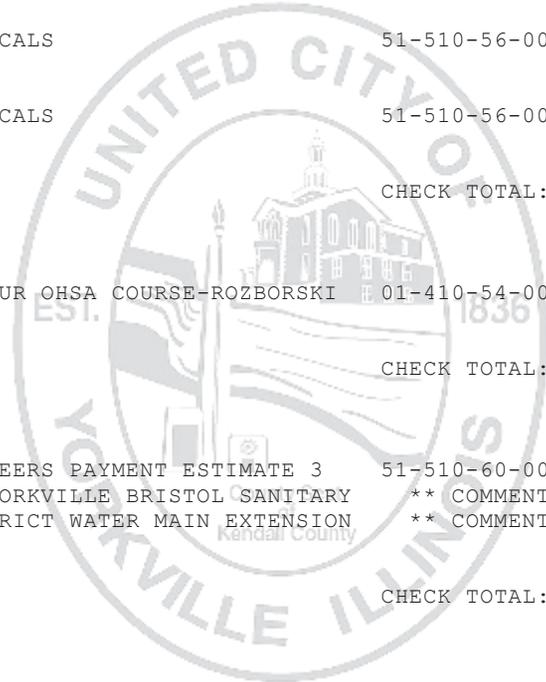
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542555	SEBIS	SEBIS DIRECT					
	116640	03/24/25	01	FEB 2025 UTILITY BILLING	01-120-54-00-5430		21.27
			02	FEB 2025 UTILITY BILLING	51-510-54-00-5430		28.49
			03	FEB 2025 UTILITY BILLING	52-520-54-00-5430		13.29
			04	FEB 2025 UTILITY BILLING	79-795-54-00-5426		166.43
						INVOICE TOTAL:	229.48 *
						CHECK TOTAL:	229.48
542556	UAPEVENT	UAP EVENT SERVICES					
	2025 MEM	04/09/25	01	2025 MARGARITAS EN MAYO BAND	79-000-14-00-1400		2,500.00
						INVOICE TOTAL:	2,500.00 *
						CHECK TOTAL:	2,500.00
542557	UAPEVENT	UAP EVENT SERVICES					
	2025 MEM-FUZE	04/09/25	01	2025 MARGARITAS EN MAYO BAND	79-000-14-00-1400		2,100.00
						INVOICE TOTAL:	2,100.00 *
						CHECK TOTAL:	2,100.00
542558	VERMONT	VERMONT SYSTEMS					
	VS016421	04/08/25	01	WEBTRAC APP SET UP FEE	79-795-54-00-5462		1,500.00
						INVOICE TOTAL:	1,500.00 *
	VS016423	04/08/25	01	WEBTRAC SUBSCRIPTION-APR 2025	79-795-54-00-5462		315.00
			02	WEBTRAC SUBSCRIPTION-MAY 2025	79-000-14-00-1400		315.00
			03	WEBTRAC SUBSCRIPTION-JUN 2025	79-000-14-00-1400		315.00
						INVOICE TOTAL:	945.00 *
						CHECK TOTAL:	2,445.00
542559	VITOSH	CHRISTINE M. VITOSH					



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 04/22/2025

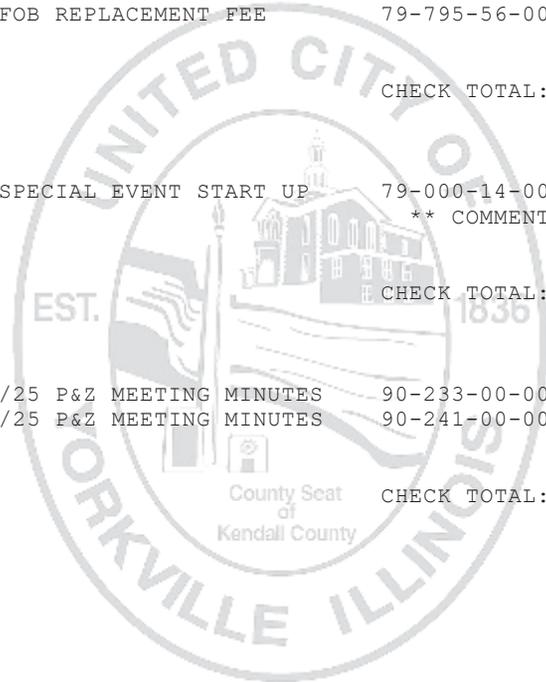
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542559	VITOSH 2309	CHRISTINE M. VITOSH 03/31/25	01 02	03/12/25 P & Z MEETING 03/12/25 P & Z MEETING	90-233-00-00-0011 90-241-00-00-0011		212.88 212.87 INVOICE TOTAL: 425.75 *
							CHECK TOTAL: 425.75
542560	WATERSYS 7024453	WATER SOLUTIONS UNLIMITED, INC 03/31/25	01	CHEMICALS	51-510-56-00-5638		2,052.00 INVOICE TOTAL: 2,052.00 *
	7028984	04/04/25	01	CHEMICALS	51-510-56-00-5638		2,405.00 INVOICE TOTAL: 2,405.00 *
							CHECK TOTAL: 4,457.00
542561	WAUBONSE 113979	WAUBONSEE COMMUNITY COLLEGE 03/26/25	01	10 HOUR OSHA COURSE-ROZBORSKI	01-410-54-00-5412		59.00 INVOICE TOTAL: 59.00 *
							CHECK TOTAL: 59.00
542562	WINNINGE 040925-PAY EST 3	WINNINGER EXCAVATING INC. 04/09/25	01 02 03	ENGINEERS PAYMENT ESTIMATE 3 FOR YORKVILLE BRISTOL SANITARY DISTRICT WATER MAIN EXTENSION	51-510-60-00-6025 ** COMMENT ** ** COMMENT **		205,600.61 INVOICE TOTAL: 205,600.61 *
							CHECK TOTAL: 205,600.61
542563	YBSD 2025.007	YORKVILLE BRISTOL 03/31/25	01	APR 2025 LANDFILL EXPENSE	51-510-54-00-5445		33,070.32 INVOICE TOTAL: 33,070.32 *



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 04/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
542563	YBSD	YORKVILLE BRISTOL					
	25-MAR	04/01/25	01	MAR 2025 SANITARY FEES	95-000-24-00-2450		326,930.01
						INVOICE TOTAL:	326,930.01 *
						CHECK TOTAL:	360,000.33
542568	YORKED	YORKVILLE CUSD 115					
	408	04/09/25	01	LOST FOB REPLACEMENT FEE	79-795-56-00-5606		50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
542572	YORKPRPC	YORKVILLE PARK & REC					
	2025 SPECIAL EVENTS	04/09/25	01	2025 SPECIAL EVENT START UP	79-000-14-00-1400		15,000.00
			02	CASH	** COMMENT **		
						INVOICE TOTAL:	15,000.00 *
						CHECK TOTAL:	15,000.00
542571	YOUNGM	MARLYS J. YOUNG					
	031225-P&Z	03/24/25	01	03/12/25 P&Z MEETING MINUTES	90-233-00-00-0011		42.50
			02	03/12/25 P&Z MEETING MINUTES	90-241-00-00-0011		42.50
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	85.00
TOTAL CHECKS PAID:							1,304,339.61
TOTAL DIRECT DEPOSITS PAID:							1,112.40
TOTAL AMOUNT PAID:							1,305,452.01
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 April 11, 2025

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
<b>ADMINISTRATION</b>	23,629.07	-	23,629.07	1,578.92	1,755.07	26,963.06
<b>FINANCE</b>	14,437.89	-	14,437.89	958.68	1,071.96	16,468.53
<b>POLICE</b>	141,763.95	4,345.34	146,109.29	471.61	10,886.98	157,467.88
<b>COMMUNITY DEV.</b>	31,940.98	-	31,940.98	2,137.48	2,374.49	36,452.95
<b>STREETS</b>	30,348.32	125.35	30,473.67	2,023.44	2,249.29	34,746.40
<b>BUILDING &amp; GROUNDS</b>	6,356.07	-	6,356.07	432.00	484.89	7,272.96
<b>WATER</b>	25,465.14	1,047.78	26,512.92	1,732.91	1,956.35	30,202.18
<b>SEWER</b>	18,923.02	-	18,923.02	1,256.48	1,399.36	21,578.86
<b>PARKS</b>	35,491.36	-	35,491.36	2,351.30	2,666.79	40,509.45
<b>RECREATION</b>	24,037.75	-	24,037.75	1,382.77	1,788.77	27,209.29
<b>LIBRARY</b>	18,624.09	-	18,624.09	770.10	1,372.57	20,766.76
<b>TOTALS</b>	<b>\$ 371,017.64</b>	<b>\$ 5,518.47</b>	<b>\$ 376,536.11</b>	<b>\$ 15,095.69</b>	<b>\$ 28,006.52</b>	<b>\$ 419,638.32</b>

**TOTAL PAYROLL                    \$ 419,638.32**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, April 22, 2025

#### ACCOUNTS PAYABLE

#### DATE

Manual City Check Register *(Page 1)*  
City Check Register *(Pages 2 - 27)*

04/07/2025	\$	29,824.49
04/22/2025		1,305,452.01

<b>SUB-TOTAL:</b>		<b>\$1,335,276.50</b>
-------------------	--	-----------------------

#### PAYROLL

Bi - Weekly *(Page 28)*

04/11/2025	\$	419,638.32
------------	----	------------

<b>SUB-TOTAL:</b>	\$	<b>419,638.32</b>
-------------------	----	-------------------

<b>TOTAL DISBURSEMENTS:</b>	\$	<b>1,754,914.82</b>
-----------------------------	----	---------------------



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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2025-36

### Agenda Item Summary Memo

**Title:** MFT Resolution for Bulk Rock Salt Purchase

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Annual resolution allowing the city to purchase bulk rock salt with MFT funds.

#### Council Action Previously Taken:

Date of Action: PW – 4/15/25      Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-36

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

---

---

---

---

---



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: April 7, 2025  
Subject: MFT Resolution for Salt Purchase FY26

---

## **Summary**

Yearly MFT resolution for bulk rock salt purchase.

## **Background**

Each year the city council authorizes an IDOT resolution to allow us to purchase bulk rock salt using MFT funds. This year staff estimates the cost to be \$150,000 for approximately 2000 tons of salt. This works out to \$75/ton which is an increase from the \$69.31 that it was this year. We always use a conservative estimate for budgeting since we won't know the true price of salt until October.

This year we used approximately 1100 tons of salt and have 400 tons remaining in storage at Tower Lane. In addition, we have 1000 tons in storage at the Kendall County Highway Dept. facility. Once our 4500-ton salt dome gets built as part of the new PW/Parks facility, we will move all salt to that location.

There is \$150,000 budgeted in the MFT section of the FY26 budget for this expense. Any money not spent on salt will go back to the MFT fund to be used on other projects or approved purchases.

## **Recommendation**

Staff recommends approval of this resolution.



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 3, Kendall, [blank], Supplemental, 26-00000-00-GM

BE IT RESOLVED, by the Council of the City of YORKVILLE Illinois that there is hereby appropriated the sum of One Hundred Fifty Thousand Dollars ( \$150,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/25 to 04/30/26

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of YORKVILLE shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jori Behland City Clerk in and for said City of YORKVILLE in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of YORKVILLE at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)



**Local Public Agency General Maintenance**

Submittal Type

**Estimate of Maintenance Costs**

District  Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
City of Yorkville	Kendall	26-00000-00-GM	05/01/25	04/30/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
snow removal	IIA			ton	2,000	\$75.00	\$150,000.00	\$150,000.00
<b>Total Operation Cost</b>								\$150,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
<b>Maintenance Total</b>				

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				
<b>Total Estimated Maintenance</b>				

Remarks

**SUBMITTED**

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation

# Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Yorkville	Kendall	26-00000-00-GM	05/01/25	04/30/26

**IDOT Department Use Only**

Received Location  Received Date  Additional Location?

WMFT Entry By  Entry Date

**Instructions for BLR 14222 - Page 1 of 4**

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

**Instructions for BLR 14222 - Page 2 of 4**

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

**Maintenance**

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

**Instructions for BLR 14222 - Page 3 of 4**

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

**Instructions for BLR 14222 - Page 4 of 4**

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

When submitting the form via USPS mail, submit a minimum of three (3) signed original must be submitted to the Regional Engineer's District office. This form may be submitted electronically with electronic signatures.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk  
Engineer (Consultant or County Engineer)  
District File

IDOT Department Use Only      The Following fields are for IDOT use only.

Received

Location      Enter the location received from the drop down.

Date      Enter the date the document was received.

WMFT Entry

By      Enter the name of the person entering the information into the WMFT system.

Date      Enter the date on which the information was entered.



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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2025-44

### Agenda Item Summary Memo

**Title:** Water Well No. 10 – Change Order No. 1 (Balancing)

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Consideration of Change Order No. 1 (Balancing)

#### Council Action Previously Taken:

Date of Action: PW – 4/15/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-44

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

---

---

---

---

---

---



# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Erin Willrett, Assistant City Administrator  
Jori Behland, City Clerk

Date: April 9, 2025  
Subject: Water Well No. 10

---

The purpose of this memo is to present Change Order No. 1 (Balancing) for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

## **Background:**

The United City of Yorkville and Municipal Well & Pump. entered into an agreement for a contract value of **\$2,589,164.00** for the above-referenced project.

## **Questions Presented:**

Should the City approve Change Order No. 1 (Balancing) which would **decrease** the contract amount by **\$77,858.20**.

## **Discussion:**

Please see the attached summary spreadsheet and detailed summary of Change Order No. 1.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. 1 (Balancing).

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
APPROVING A CHANGE ORDER RELATING TO THE WELL NO. 10 PROJECT**

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

**WHEREAS**, the City has approved a contract in the amount of \$2,589,164.00 with Municipal Well & Pump (“MWP”), for a project commonly known as the Well No. 10 Project, the price of which has decreased from the original contract amount in the amount of \$77,858.20 (the “*Change Order*”) due to the final balancing of the contract and a change in contract value based upon final measurements in the field; and

**WHEREAS**, all change orders increasing or decreasing the cost of a public contract by at least \$25,000 must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

**WHEREAS**, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order decreasing the total contract price to the amount of \$2,511,305.80 was not reasonably foreseeable at the time the contract was signed, as set forth in the proposal from MWP.

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

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

*Section 2:* The Corporate Authorities hereby find and declare that the Change Order to the Well No. 10 Project contract with Municipal Well & Pump, which results in a total decrease of \$77,858.20, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

*Section 3:* That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

CHANGE ORDER NO. 1 (BALANCING)  
WATER WELL NO. 10  
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION (ON OR AFTER NOVEMBER 2, 2024)	LS	1	\$ 776,060.00	0.0	\$ -	0.1	\$ 50,000.00
2	BONDS AND INSURANCE	LS	1	\$ 23,550.00	0.0	\$ -	0.0	\$ -
3	DRILL 29" MIN. DIA. HOLE FOR 24" O.D. CASING (0' TO 120')	LF	120	\$ 1,600.00	0.0	\$ -	0.0	\$ -
4	FURNISH AND INSTALL 24" O.D. STEEL CASING (0' TO 120')	LF	120	\$ 395.00	0.0	\$ -	0.0	\$ -
5	DRILL 23" MIN. DIA. HOLE FOR 18" O.D. CASING (120' TO 1170')	LF	1,050	\$ 402.00	0.0	\$ -	0.0	\$ -
6	FURNISH AND INSTALL 18" O.D. STEEL CASING (+2' TO 1170')	LF	1,172	\$ 300.00	0.0	\$ -	0.0	\$ -
7A	FURNISH & INSTALL CEMENT SHOE - 24-INCH	EA	1	\$ 5,230.00	0.0	\$ -	1.0	\$ 5,230.00
7B	FURNISH & INSTALL CEMENT SHOE - 18-INCH	EA	1	\$ 4,360.00	0.0	\$ -	0.0	\$ -
8	FURNISH CEMENT GROUT	BAGS	1,750	\$ 68.00	0.0	\$ -	100.0	\$ 6,800.00
9A	INSTALL CEMENT GROUT - SURFACE CASING	LS	1	\$ 14,430.00	0.0	\$ -	0.0	\$ -
9B	INSTALL CEMENT GROUT - LONG STRING CASING	LS	1	\$ 32,870.00	0.0	\$ -	0.0	\$ -
10	DRILL 17" MIN. DIA. HOLE (1170' TO 1401')	LF	231	\$ 264.00	0.0	\$ -	25.0	\$ 6,600.00
11	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	LS	1	\$ 138,360.00	0.0	\$ -	0.0	\$ -
12	CONDUCT PUMPING TEST	HR	30	\$ 709.00	0.0	\$ -	0.0	\$ -
13	CONDUCT TELEVISION SURVEY	LS	1	\$ 5,300.00	0.0	\$ -	0.0	\$ -
14	CONDUCT PRESSURE TESTING OF GROUT SEAL	LS	2	\$ 11,180.00	0.0	\$ -	0.0	\$ -
15	PERFORM WELL DISINFECTION	LS	1	\$ 2,600.00	0.0	\$ -	0.0	\$ -
16	CONDUCT WATER ANALYSIS	EA	1	\$ 6,170.00	0.0	\$ -	0.0	\$ -
17	FURNISH AND INSTALL TEMPORARY CAP ON WELL	EA	1	\$ 1,830.00	0.0	\$ -	0.0	\$ -
18	WELL DEVELOPMENT ALLOWANCE	LS	1	\$ 125,000.00	0.0	\$ -	1.0	\$ 125,000.00
19A	SITE WORK - SITE MAINTENANCE AND RESTORATION	LS	1	\$ 21,610.00	0.0	\$ -	0.0	\$ -
19B	SITE WORK - GRAVEL ACCESS ROAD	SY	1,300	\$ 114.00	0.0	\$ -	0.0	\$ -
19C	SITE WORK - SITE CLEARING	LS	1	\$ 19,140.00	0.0	\$ -	1.0	\$ 19,140.00
20	DEMOBILIZATION	LS	1	\$ 27,740.00	0.0	\$ -	0.0	\$ -

CHANGE ORDER NO. 1 (BALANCING)  
WATER WELL NO. 10  
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS		
					QUANTITY	COST	QUANTITY	COST	
21	ADDITIONAL MUD AND CEMENT GROUT FOR SHALE LAYER	LS	1	\$ 142,649.00	1.0	\$ 134,911.80	0.0	\$ -	
					<b>TOTAL ADDITIONS =</b>		\$ 134,911.80		
					<b>TOTAL DEDUCTIONS =</b>		<b>\$ (212,770.00)</b>		
					ORIGINAL CONTRACT PRICE: \$ 2,589,164.00				
					CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S): \$ 2,589,164.00				
					*AMOUNT OF CURRENT CHANGE ORDER: \$ (77,858.20)				
					<b>NEW CONTRACT PRICE: \$ 2,511,305.80</b>				

CHANGE ORDER

Order No. 1

Date: 4/9/25

Agreement Date: 6/3/24

NAME OF PROJECT: WATER WELL NO. 10

OWNER: UNITED CITY OF YORKVILLE

CONTRACTOR: MUNICIPAL WELL & PUMP

The following changes are hereby made to the CONTRACT DOCUMENTS:

**UNUSED BASE BID ITEMS: -\$212,770.00**

Changes to the Contract Documents:

The quantities for the Bid Items 1, 7A, 8, 10, 18, & 19C were not fully utilized during the project. Therefore, the total credit for the unused quantities will be \$212,770.00.:

- Bid Item #1: -\$50,000.00
- Bid Item #7A: -\$5,230.00
- Bid Item #8: -\$6,800.00
- Bid Item #10: -\$6,600.00
- Bid Item #18: -\$125,0000.00
- Bid Item #19C: -\$19,140.00

Justification:

The unused quantities for Base Bid Items 1, 7A, 8, 10, 18, & 19C were not required to complete the construction of Well No. 10.

**ADDITIONAL MUD AND CEMENT FOR SHALE LAYER: \$134,911.80**

Changes to the Contract Documents:

Municipal Well & Pump (MW&P) has furnished and installed additional mud fluids and cement grout within the 18-inch borehole, specifically at depths ranging from 615 to 750 feet below the finished grade.

Justification:

During the drilling process, MW&P encountered unstable blue shale at a depth of 615 feet below the finished grade, which partially collapsed the borehole. MW&P utilized additional mud fluids and cement grout to effectively seal off the unstable formation and prevent the borehole's complete collapse. This approach allowed MW&P to proceed with drilling and securely set the 18-inch casing at a depth of 1,170 feet below the finished grade. Furthermore, the drilling method selected by MW&P enabled the effective development of the well while drilling through the production zone. This approach eliminated the need for any additional well development. As a result, the overall specific capacity of the well was enhanced, allowing the City to fully utilize the \$125,000 allowance credit for Well Development.

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	\$2,589,164.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)	\$00.00
The CONTRACT PRICE due to this CHANGE ORDER will be (decreased) by:	-\$77,858.20
The new CONTRACT PRICE including this CHANGE ORDER will be	\$2,511,305.80

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) by \_\_\_\_\_ calendar days.  
The date for completion of all work will be \_\_\_\_\_ (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: \_\_\_\_\_ CONTRACTOR

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ United City of Yorkville



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

Mayor's Report #1

Tracking Number

CC 2025-29

**Agenda Item Summary Memo**

**Title:** Poppy Days Proclamation

**Meeting and Date:** City Council – April 22, 2025

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

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** None

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

**Submitted by:** Mayor John Purcell  
Name Department

**Agenda Item Notes:**

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

## UNITED CITY OF YORKVILLE

### *Proclamation*

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

Whereas, millions who have answered the call to arms have died on the field of battle;

Whereas, a nation of peace must be reminded of the price of war and the debt owed to those who have died in war;

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars;

Whereas, the America Legion Post 489 and America Legion Auxiliary Unit 489 have pledged to remind America annually of this debt through the distribution of the memorial flower, so that May 5 - 11, 2025 may serve as "Poppy Awareness Days".

Therefore, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim "Poppy Awareness Days" in the United City of Yorkville, and request all citizens to observe these days by wearing a Poppy and making contributions for this worthy cause.

Dated this 22<sup>nd</sup> day of April, 2025, A.D.

---

John Purcell, Mayor



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

Mayor's Report #2

Tracking Number

CC 2025-30

### Agenda Item Summary Memo

**Title:** Motorcycle Awareness Month Proclamation

**Meeting and Date:** City Council – April 22, 2025

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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

**Submitted by:** Mayor John Purcell

Name

Department

#### Agenda Item Notes:

---

---

---

---

---

---

*Have a question or comment about this agenda item?*

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

## UNITED CITY OF YORKVILLE

### *Motorcycle Awareness Month Proclamation*

**WHEREAS**, safety is the highest priority for the highways and streets of our City and State; and

**WHEREAS**, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

**WHEREAS**, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

**WHEREAS**, it is especially meaningful that the citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

**WHEREAS**, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

**WHEREAS**, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

**WHEREAS**, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

**WHEREAS**, during the month of May, all roadway users should unite in the safe sharing of the roadways within the United City of Yorkville and throughout the State of Illinois.

**NOW, THEREFORE**, I, John Purcell, Mayor of the United City of Yorkville, in the great state of Illinois, in recognition of 38 years of A.B.A.T.E. of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the Month of May 2025 as Motorcycle Awareness Month in the United City of Yorkville, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

Dated this 22<sup>nd</sup> day of April, 2025, A.D.

---

John Purcell, Mayor



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

Mayor's Report #3

---

Tracking Number

CC 2025-31

---

### Agenda Item Summary Memo

**Title:** Killian Easements – Lake Michigan Water Supply Project

---

**Meeting and Date:** City Council – April 22, 2025

---

**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: April 17, 2025  
Subject: Acquisition of easements from the Killian Trust for the Lake Michigan Water Supply Project

---

## **Summary**

Consideration of an ordinance authorizing the acquisition of permanent and temporary construction easements from the Bruce W Killian Trust for the City's Lake Michigan water supply project.

## **Background**

The City is responsible for acquiring several easements along Route 126 generally between the intersection at Mill St and the intersection at Route 71. Staff has come to terms with the Bruce W Killian Trust for two easements (one permanent and one temporary) for the Lake Michigan water project. The temporary easement is for 15,496 square feet at a cost of \$14,300, and the permanent easement is for 6,115 square feet at a cost of \$17,700 for a total outlay of \$32,000. These properties must be acquired under federal land acquisition procedures to maintain WIFIA loan eligibility for the related expenses.

## **Recommendation**

Staff recommends approval of an ordinance authorizing the acquisition of permanent and temporary construction easements from the Bruce W Killian Trust for the City's Lake Michigan water supply project.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF EASEMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WATER SYSTEM**

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

**WHEREAS**, the City owns and operates a water supply system under and pursuant to the Illinois Municipal Code, Division 129 of Article II (65 ILCS 5/11-129-1 et. seq.); and

**WHEREAS**, the Mayor and City Council (the "Corporate Authorities") have determined that is necessary and in the best interest of the City to undertake major improvements to the City's water supply system including repair and replacement of existing water mains (the "Water Main Project");

**WHEREAS**, the Corporate Authorities have also determined it is necessary and in the best interest for the future of the City to provide a new water source for its water supply system through a connection to the DuPage Water Commission and the construction of certain water system additions including a supply line; and

**WHEREAS**, in order to proceed, it is necessary to acquire a temporary construction easement and a permanent easement for the construction of the Water Main Project all 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 to be conveyed to the City are hereby approved and accepted:

- A. Temporary Construction Easement, in the form attached hereto and made a part hereof, from Bruce W. Killian, as Trustee of The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest and Virginia W. Killian, as Trustee of The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest, for a term of three years for property legally described on Exhibit A attached thereto, for a price of \$14,300 for the purpose of construction of a watermain and appurtenances thereto; and

B. Permanent Construction Easement from Bruce W. Killian, as Trustee of The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest and Virginia W. Killian, as Trustee of The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest, in the form attached hereto and made a part hereof, for property legally described on Exhibit A attached thereto, for a purchase price in the amount of \$17,700 for the installation, maintenance, repair, replacement, and servicing of all water lines and supply systems, valves, boxes and hydrants and all attendant facilities and/or appurtenances thereto.

*Section 3.* The City Council hereby authorizes payments as stated above for each of the foregoing acquisitions as necessary for the construction of the Water Main Project.

*Section 4.* This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk

Owner Bruce W. Killian, as Trustee of  
The Bruce W. Killian Trust  
dated June 20, 2003, as to an  
undivided one-half interest and  
Virginia W. Killian, as Trustee of  
The Virginia W. Killian Trust  
dated June 20, 2003, as to an  
undivided one-half interest  
Address 518 West Hydraulic Street,  
Yorkville, Illinois  
Route Lake Michigan Water System  
Improvements  
County Kendall  
Parcel No. 0004TE-A & B  
P.I.N. No. 02-32-252-001

## **TEMPORARY CONSTRUCTION EASEMENT**

Bruce W. Killian, as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated June 20, 2003 and known as The Bruce W. Killian Trust, as to an undivided one-half interest and Virginia W. Killian, as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated June 20, 2003 and known as The Virginia W. Killian Trust, as to an undivided one-half interest (collectively the "*Grantor*"), for and in consideration of Fourteen Thousand Three Hundred and 00/100's Dollars (\$14,300.00), receipt of which is hereby acknowledged, hereby grants, sells and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto (the "*Premises*").

The right, easement and privilege granted herein shall terminate 3 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest

The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest

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

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

\_\_\_\_\_  
Bruce W. Killian, Trustee  
Print Name and Title

\_\_\_\_\_  
Virginia W. Killian, Trustee  
Print Name and Title

State of Illinois        )  
                                  ) ss  
County of                )

This instrument was acknowledged before me on \_\_\_\_\_  
by Bruce W. Killian, as Trustee of The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest and Virginia W. Killian, as Trustee of The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest.

(SEAL)

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

My Commission Expires: \_\_\_\_\_

This instrument was prepared by and  
Grantee's Address:

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

## **EXHIBIT A**

### **PARCEL 004TE-A 20' TEMPORARY CONSTRUCTION EASEMENT:**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF BLOCK 23 IN BLACKS SECOND ADDITION TO YORKVILLE; THENCE SOUTH 05 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK 23, A DISTANCE OF 22.95 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 30 SECONDS WEST, 91.60 FEET; THENCE NORTH 19 DEGREES 13 MINUTES 52 SECONDS WEST, 229.80 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 06 SECONDS EAST, 101.84 FEET TO THE SOUTH LINE OF A 50' UTILITY EASEMENT RECORDED AS DOCUMENT 912181; THENCE SOUTH 86 DEGREES 14 MINUTES 53 SECONDS EAST, ALONG SAID SOUTH LINE, 20.04 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 06 SECONDS WEST, 98.40 FEET; THENCE SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST, 203.41 FEET; THENCE NORTH 66 DEGREES 16 MINUTES 30 SECONDS EAST, 81.23 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

AND

### **PARCEL 004TE-B 20' TEMPORARY CONSTRUCTION EASEMENT:**

THAT PART OF NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF BLOCK 23 IN BLACKS SECOND ADDITION TO YORKVILLE; THENCE SOUTH 83 DEGREES 57 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 23, A DISTANCE OF 40.06 FEET TO THE EAST LINE OF LOT 8 IN SAID BLACKS SECOND ADDITION, EXTENDED SOUTH; THENCE NORTH 05 DEGREES 06 MINUTES 43 SECONDS EAST, ALONG SAID LINE EXTENDED SOUTH, 15.00 FEET FOR THE POINT OF BEGINNING. THENCE NORTH 83 DEGREES 57 MINUTES 33 SECONDS WEST, 43.80 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 30 SECONDS WEST, 68.99 FEET; THENCE NORTH 19 DEGREES 13 MINUTES 52 SECONDS WEST, 183.61 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 06 SECONDS EAST, 95.83 FEET TO THE SOUTH LINE OF A 50' UTILITY EASEMENT RECORDED AS DOCUMENT 912181; THENCE SOUTH 86 DEGREES 14 MINUTES 53 SECONDS EAST, ALONG SAID SOUTH LINE, 20.04 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 06 SECONDS WEST, 92.39 FEET; THENCE SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST, 157.22 FEET; THENCE NORTH 66 DEGREES 16 MINUTES 30 SECONDS EAST, 52.67 FEET; THENCE SOUTH 83 DEGREES 57 MINUTES 33 SECONDS EAST, 48.79 FEET TO THE EAST LINE OF SAID LOT 8 EXTENDED SOUTH; THENCE SOUTH 05 DEGREES 06 MINUTES 43 SECONDS WEST, ALONG SAID EAST LINE EXTENDED SOUTH, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Owner Bruce W. Killian, as Trustee of  
The Bruce W. Killian Trust  
dated June 20, 2003, as to an  
undivided one-half interest and  
Virginia W. Killian, as Trustee of  
The Virginia W. Killian Trust  
dated June 20, 2003, as to an  
undivided one-half interest  
Address 518 West Hydraulic Street,  
Yorkville, Illinois  
Route Lake Michigan Water System  
Improvements  
County Kendall  
Parcel No. 0004PE  
P.I.N. No. 02-32-252-001

**PERMANENT EASEMENT**  
**(Trust)**

Bruce W. Killian, as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated June 20, 2003 and known as The Bruce W. Killian Trust, as to an undivided one-half interest and Virginia W. Killian, as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated June 20, 2003 and known as The Virginia W. Killian Trust, as to an undivided one-half interest (Grantors), for and in consideration of Seventeen Thousand Seven Hundred and 00/100's Dollars (\$17,700.00), receipt of which is hereby acknowledged, grant, bargain and convey to the United City of Yorkville, Kendall County, Illinois, a municipal corporation, (Grantee):

An easement over, under, upon and across the Permanent Easement area shown and labeled on the Easement Exhibit, attached hereto as Exhibit A (the "Premises"), for installation, maintenance, repair, replacement, and customary servicing of all water lines and supply systems, valves, vaults, boxes and hydrants and all attendant facilities and/or appurtenances for and to the United City of Yorkville.

A right of access to the Premises is granted to the officers, employees and agents of the above-named Grantee to enter upon said lands in person together with their related service and emergency equipment for all such purposes stated herein. No permanent buildings shall be placed upon the Premises; however the same may be used for such purposes, specifically including the construction, use and maintenance of a paved surface and/or landscape area, that do not now or in the future interfere with the rights and uses granted herein, provided the established ground elevations in the areas immediately surrounding the Premises remain unchanged. Grantees shall replace and restore any surfaces and/or plants disturbed by the exercise of any rights granted herein.

The Premises are situated in the County of Kendall, State of Illinois.

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

Grantors, without limiting the interest above granted and conveyed, acknowledge 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 Grantors caused by opening, improving, and using the Premises for the above stated purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantors' remaining property.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest

The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest

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

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

\_\_\_\_\_  
Bruce W. Killian, Trustee  
Print Name and Title

\_\_\_\_\_  
Virginia W. Killian, Trustee  
Print Name and Title

State of Illinois        )  
                                  ) ss  
County of                )

This instrument was acknowledged before me on \_\_\_\_\_  
by Bruce W. Killian, as Trustee of The Bruce W. Killian Trust dated June 20, 2003, as to an undivided one-half interest and Virginia W. Killian, as Trustee of The Virginia W. Killian Trust dated June 20, 2003, as to an undivided one-half interest.

(SEAL)

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

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:

Mark D. Mathewson  
Mathewson Right of Way Company  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

Grantee's Address:

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

## **EXHIBIT A**

PARCEL 004PE 15' PERMANENT WATERMAIN EASEMENT

THAT PART OF THE NORTHEAST QUARTER SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF BLOCK 23 IN BLACKS SECOND ADDITION TO YORKVILLE; THENCE SOUTH 66 DEGREES 16 MINUTES 30 SECONDS WEST, 81.23 FEET; THENCE NORTH 19 DEGREES 13 MINUTES 52 SECONDS WEST, 203.41 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 06 SECONDS EAST, 98.40 FEET TO A POINT ON THE SOUTH LINE OF A 50' UTILITY EASEMENT RECORDED AS DOCUMENT 912181, SAID POINT BEING 190.94 FEET WEST (measured along said south line) OF THE NORTHEAST CORNER OF LOT 8 IN BLOCK 24 IN BLACKS SECOND ADDITION TO YORKVILLE; THENCE SOUTH 86 DEGREES 14 MINUTES 53 SECONDS EAST, ALONG SAID SOUTH LINE, 15.03 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 06 SECONDS WEST, 95.83 FEET; THENCE SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST, 183.61 FEET; THENCE NORTH 66 DEGREES 16 MINUTES 30 SECONDS EAST, 68.99 FEET; THENCE SOUTH 83 DEGREES 57 MINUTES 33 SECONDS EAST, 43.80 FEET TO THE EAST LINE OF SAID LOT 8 EXTENDED SOUTH; THENCE SOUTH 05 DEGREES 06 MINUTES 43 SECONDS WEST, ALONG SAID EAST LINE EXTENDED SOUTH, 15.00 FEET TO THE NORTH LINE OF SAID BLOCK 23; THENCE NORTH 83 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG SAID NORTH LINE, 40.06 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.





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

Mayor's Report #4

---

Tracking Number

CC 2025-32

---

### Agenda Item Summary Memo

**Title:** Ordinance Amending Title 3, Chapter 2 of the Yorkville City Code (Grocery Tax)

**Meeting and Date:** City Council – April 22, 2025

**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: April 17, 2025  
Subject: Ordinance re-implementing the grocery tax

---

## **Summary**

Consideration of an ordinance amending the City Code, re-establishing a local 1% tax on groceries.

## **Background**

As part of Governor Pritzker's 2024 budget address, the State eliminated a state-imposed 1% tax on groceries. This state-imposed tax was administered and collected by the state, but the revenues were entirely received by the municipalities which had said grocery stores in their jurisdiction. Which meant, the state's decision was to cut local revenues of towns with grocery stores, providing no impact on the state's budget. As part of the state's authorization of the grocery tax elimination, they allowed local municipalities to choose to re-establish a 1% grocery tax on an equal basis to the state's elimination of the grocery tax. As in, any town choosing to re-establish a locally imposed 1% grocery tax will have the same tax rate compared to a scenario where the state never acted to eliminate a grocery tax.

During the FY 26 budget discussion, the staff verbally reiterated that the FY 26 and beyond budget includes the assumption that the City Council will vote to re-establish the grocery tax. If the City Council decides not to re-establish the grocery tax, the City budget will likely absorb a \$300,000+ reduction, without estimating any impact to Costco. Regarding Costco, it is staff's assumption that the patrons of a Costco will be more likely to be from outside City limits than the rest of the grocery stores in town – thus, a decision to not re-establish the grocery tax would result in a loss of revenue from non-residents. Additionally, the Costco incentive agreement would take much longer to pay off than originally estimated and would result in a substantial loss of net revenues going forward.

## **Recommendation**

Staff recommends an ordinance amending the City Code which re-establishes a 1% local tax on groceries.



# Locally Imposed Grocery Sales Tax

BY ILLINOIS MUNICIPAL LEAGUE STAFF

August 13, 2024

The Illinois Municipal League (IML) played an integral role in securing the authority for both home rule and non-home rule municipalities to implement by ordinance a 1% locally imposed grocery sales tax (without need for referendum approval) following the elimination of the statewide grocery tax effective January 1, 2026.

While IML's preference was to maintain the status quo and for the tax to remain statewide, Public Act 103-0781 repeals the statewide tax on groceries. However, the authority to implement a 1% grocery sales tax locally by ordinance was approved as part of the same legislation.

IML advocated for a delayed implementation date of the statewide grocery tax repeal and the elimination of the Illinois Department of Revenue's (IDOR) administrative fees to collect and remit the tax, meaning municipalities will see no decrease or lapse in grocery tax revenue, if timely in implementing the tax locally.

The statewide tax will not be repealed until January 1, 2026; until then, nothing will change and no action will be necessary by municipalities. However, for those municipalities that wish to implement the tax locally on day one, there are important benchmarks to consider.

For municipalities, both home rule and non-home rule, that wish to implement a local grocery sales tax effective on January 1, 2026, the first step is to pass an authorizing ordinance. IML has developed a model ordinance that can be adopted locally, which is available on our website.<sup>1</sup> A certified copy of the ordinance must then be submitted to IDOR, postmarked by October 1, 2025, in order for the tax to be imposed beginning January 1, 2026. This will guarantee no lapse in revenues from this tax. Questions may be directed to IDOR regarding their processes and rules. IDOR Local Tax Allocation Division (LTAD) contact information is available on their website,<sup>2</sup> or contact LTAD by phone at (217) 785-6518.

If a municipality chooses to wait to implement a local 1% grocery tax at a later date, please keep in mind that ordinances authorizing a local tax must be sent to IDOR and postmarked before April 1 for collection to begin on July 1, or postmarked after April 1 but before October 1, for collections to begin January 1 of the following year.

If your municipality does not wish to impose the grocery tax locally after the statewide expiration, no action is required and the 1% grocery tax will be automatically repealed within your jurisdiction on January 1, 2026.

IML suggests you consult with your municipal attorney prior to considering the adoption of this model ordinance. More resources are available at [iml.org/grocerytax](http://iml.org/grocerytax).

## IMPLEMENTATION TIMELINE

- **Now:** Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue.
- **Prior to October 1, 2025:** A certified copy of an ordinance authorizing the local implementation of a grocery sales tax must be submitted to IDOR, postmarked by October 1, 2025.
- **January 1, 2026:** The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain.

<sup>1</sup> <https://www.iml.org/page.cfm?category=5382>

<sup>2</sup> <https://tax.illinois.gov/localgovernments/contacts>



**Ordinance No. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING TITLE 3, CHAPTER 2 OF THE YORKVILLE CITY CODE**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “City”), is a duly organized and validly existing non-home rule municipal corporation created under the provisions of Article VII, Section 7 of the Illinois Constitution of 1970 and the provisions of the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* (the “*Illinois Municipal Code*”) as from time to time supplemented and amended; and,

**WHEREAS**, the Illinois Municipal Code provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

**WHEREAS**, pursuant to Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”) (65 ILCS 5/8-11-24); and,

**WHEREAS**, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax under said Section 8-11-24 (65 ILCS 5/8-11-24) to also impose a Municipal Service Occupation Tax at the same rate, “upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” as “an incident to a sale of service”; and,

**WHEREAS**, any Municipal Grocery Service Occupation Tax and the Municipal Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

**WHEREAS**, the Mayor and City Council believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City levy a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code at the rate of 1% of the gross receipts of sales by grocery retailers 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.**     Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**Section 2.**     Paragraph A of Section 3-2-1 of the Yorkville City Code is hereby amended by deleting said paragraph A and replacing with the following:

A. *Tax imposed:* A tax is hereby imposed on all persons engaged in the business of selling tangible personal property at retail in this City, other than the business of selling groceries, at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business while this section is in effect, in accordance with the provisions of Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1).

**Section 3.**     Title 3, Chapter 2 of the Yorkville City Code is hereby amended by adding the following new Section 3-1-1.2:

3-2-1.2        Municipal Grocery Retailers' Occupation Tax Imposed.

- A. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).
- B. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois which shall have full power to administer and enforce these provisions of this code.

**Section 4.**        Paragraph A of Section 3-2-2 is hereby amended by deleting paragraph A and replacing it with the following:

- A. *Tax imposed:* A tax is hereby imposed upon all persons engaged in this City in the business of making sales of service other than in the business of transferring groceries as an incident to a sale of service at the rate of of one percent (1%) of the cost price of all tangible personal property transferred by said servicemen either in the form of tangible personal property or in the form of real estate as an incident to a sale of service, in accordance with the provisions of 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5).

**Section 5.**        Title 3, Chapter 2 of the Yorkville City Code is hereby amended by adding the following new Section 3-2-2.3:

3-2-2.3:        Municipal Grocery Service Occupation Tax.

- A. A tax is hereby imposed upon all persons engaged in this City in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).
- B. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce these provisions of this code.

**Section 6.**     Effective Date. The taxes hereby imposed by Section 3-2-1.2 and 3-2-2.3 shall take effect on January 1, 2026.

**Section 7.**     Clerk to File Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

**Section 8.**     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. 2025.

---

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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



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

Mayor's Report #5

Tracking Number

CC 2025-33

### Agenda Item Summary Memo

**Title:** IEPA Public Water Supply Loan Program – Revised Authorizing Ordinance

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Please see attached.

#### Council Action Previously Taken:

Date of Action: CC – 11/12/24      Action Taken: Initial ordinance was passed.

Item Number: CC 2024-87

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

#### Agenda Item Notes:

---

---

---

---

---

---



# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: April 16, 2025  
Subject: Public Water Supply Loan Program – Revised Ordinance

---

## Summary

Approval of a revised ordinance authorizing the City to borrow funds from the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program to finance the North Receiving Station and North Tank project, also known as the Northwest Elevated Storage Tank (EWST).

## Background

In June 2024, Staff was notified that two City projects had been approved for low-interest loans from the Illinois EPA Public Water Supply Loan Program, totaling \$18.477 million. These projects are part of the City's ongoing initiative to shift its water source from local aquifers to Lake Michigan, via the DuPage Water Commission (DWC). The selected projects included: (1) the 2025 Water Main Replacement Program, with an estimated cost of \$4.236 million, and (2) the construction of a North Receiving Station and Storage Tank, estimated at \$14.241 million.

The initial step in the IEPA Loan issuance process was completed last November, when Council approved "IEPA Authorizing Ordinances" for both projects – Ordinance 2024-53 for the 2025 Water Main Replacement Program and Ordinance 2024-54 for the North Receiving Station and Storage Tank. These ordinances established the maximum loan amounts for each project and designated the specific revenue sources pledged for loan repayment. To account for any unexpected costs variations, a 10% contingency was included, capping the loan amounts at \$4.66 million (2025 Water Main Replacement Program) and \$15.665 million (North Receiving Station and Tank), respectively.

As noted during this month's Public Works Committee meeting and further detailed in the accompanying memorandum from City Engineer Sanderson, total project costs for the North Receiving Station and the Northwest Elevated Water Storage Tank have increased to \$18,125,839. This amount exceeds the City's original IEPA loan request of \$14,241,000 by approximately \$3.885 million.

Following subsequent discussions with representatives from the IEPA, staff believes there is strong indication that the Agency will approve the City's request to fully fund the additional loan amount necessary to cover the revised project costs. The total cost breakdown for the two projects includes \$537,602 for design engineering, \$803,397 for construction engineering, and approximately \$16.785 million in construction-related expenses.

Given the IEPA's highly favorable fixed interest rate of 1.87%—a rate significantly lower than alternative financing mechanisms such as alternate revenue source (ARS) general obligation bonds or Water Infrastructure Finance and Innovation Act (WIFIA) loans, which currently range between 4.5% and 5.0%—staff recommends that the City fully leverage this low-cost financing opportunity. In order to move forward, staff is requesting that the City Council adopt a revised IEPA Loan Authorizing Ordinance, which would increase the maximum principal amount to \$19.940 million. This amount includes a contingency factor of approximately 10% to account for any unforeseen costs related to the North Receiving Station and Northwest EWST projects.

Similar to the recently revised IEPA loan authorization for the 2025 Water Main Replacement Program—wherein the maximum loan amount was increased from \$4.66 million to \$5.62 million, as approved by the City Council last month—passage of the revised authorizing ordinance for these two projects will trigger the statutory public notice and publication process.

Upon Council approval, the City will publish the revised ordinance and the required statutory notices in the Beacon News. These notices will inform residents of their right to file a petition under the backdoor referendum process. Specifically, if within 30 days of publication—anticipated for April 28th—a petition signed by at least 10% of the City’s registered voters is submitted to the City Clerk, the question of whether to proceed with the IEPA loan will be submitted to voters at the next general primary election, scheduled for March 17, 2026. Should no valid petition be filed within this 30-day window, the City will be authorized to finalize the amended loan agreement with IEPA and proceed with the projects accordingly.

Following the conclusion of the 30-day petition period (expected during the week of May 26<sup>th</sup>), the City anticipates completing the loan application review and executing final agreements by the end of June. This will allow project contracts to be awarded by July 2025, though construction may begin earlier depending on the IEPA’s timeline for finalizing the agreements.

Prior to finalizing the loan documents in June, Council will need to adopt a revenue bond ordinance, which is currently scheduled for consideration in May 2025. This ordinance will formally memorialize that the IEPA Loans for both projects are subordinate to WIFIA Loans and other bonded debt that the City has issued (the 2023A and 2025A Water Bonds) related to the Lake Michigan water sourcing project. This subordination is permissible under the IEPA Loan Program guidelines and strategically advantageous for the City, as it allows for a reduction in the revenue pledge for annual IEPA debt service amounts from 125% to 100%. As a result, this should help mitigate future water rate increases by reducing the annual revenue burden required to meet debt service coverage ratios. In order to utilize the subordination process, the Water Fund must establish a “reserve fund” equivalent to one year’s worth of IEPA debt service payments within the first two years after the loan is issued. However, this reserve fund does not require a separate, standalone account. Instead, it is structured as an accounting measure, where the reserve fund is deemed fully funded as long as the total reserves of the Water Fund exceed the annual debt service amounts required for the IEPA loans.

The revised IEPA Authorizing Ordinance and updated application materials for the North Receiving Station and Northwest EWST project (Exhibits A-1 and A-2) have been attached for your review and consideration. Also included are the original ordinance and loan application (Exhibits B-1 and B-2) and a preliminary debt service schedule (Exhibit C), which shows annual debt service amounts of ~\$792,000 over a 30-year term.

## **Recommendation**

Staff recommends approval of the attached revised ordinance authorizing the City to borrow funds from the IEPA’s Public Water Supply Loan Program for the North Receiving Station and Northwest EWST projects.



# Memorandum

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

Date: April 22, 2025  
Subject: North Receiving Station and Northwest Elevated Water Storage Tank Bid Results and Loan Recommendation

---

Bids were received, opened, and tabulated for work to be done on the North Receiving Station on April 3, 2025, and for the Northwest Elevated Water Storage Tank (EWST) on April 7, 2025. The North Receiving Station project is for receiving the City's future Lake Michigan Supply by DuPage Water Commission (DWC), including the following: new building adjacent to the City's existing Well 8 Water Treatment Plant to house new pressure reducing components and booster pumps for future boosting, chemical feed equipment, all piping components required by DWC with provisions for future expansion including additional pumps and connection to a future ground storage tank, electrical including emergency generator, new altitude valve station for the existing EWST on site, and associated appurtenances and site work. The Northwest EWST consists of a two (2) million gallon elevated tank, including associated appurtenances and site work, for meeting future storage needs of that part of the system coinciding with future planned development, and for meeting future storage requirements by DWC.

Please recall that the original cost estimates were developed several years ago as part of the project planning and approval process for the City to seek both Illinois Environmental Protection Agency (IEPA) and Water Infrastructure Finance and Innovation Act (WIFIA) funding. While the cost estimates were adjusted for both during the course of ongoing planning and then design and for preparing the final Engineer's Estimates, the total bids received were higher than anticipated for both projects. The following are reasons for the large cost increases:

1. Costs for the major equipment on both projects, including pumps, altitude valve, and electrical including the generator for the North Receiving Station and for the Northwest Tank construction itself, appear to have been in line with the Estimate's. However, there has been additional significant inflation in the construction industry, which coupled with increased volatility and unpredictability more recently has resulted in significant material cost increases, particularly for mechanical and electrical work.
2. Most significantly, there is a lot of work currently for mechanical and electrical contractors and a relatively small number that specialize in this type of construction. This combined with the factors previously mentioned have translated to a less favorable bidding climate currently, driving up costs in particular for mechanical and electrical work. The Receiving Station is a relatively unique building compared to typical building construction, and is relatively more complicated in terms of the piping and components required by DWC that were clarified as design progressed, as well as the additional provisions incorporated in the

station for the City's future growth and to be able to provide the future flows projected while still meeting the current needs. As a result, the mechanical and electrical are significant components of the North Receiving Station project.

3. Contract time appears to be a factor, in that it appears that some of the subcontractors and suppliers may have increased their pricing for bid to account for the time between now and when they will begin ordering materials, which with the loan closing is at least several months, possibly as much as 6+ months for the Receiving Station. Please also note that the North Receiving Station contract completion is 600 days to account for equipment lead times (including electrical) and allow flexibility for coordination with DWC to complete their site improvements. For the Receiving Station, we anticipate the majority of the construction will also likely not be completed until over a year from now, and it appears that additional cost escalation was factored in to cover things.
4. The IEPA loan needs to be executed by the end of June, and the City would lose the current guaranteed loan funding this year if rebidding the project (they would potentially qualify for funding again next year but it is not guaranteed that the projects will score high enough). IEPA has provided positive feedback about potentially obtaining additional IEPA funding through a revised loan application and debt authorization ordinance, for which coordination is ongoing. Note that regardless, it appears unlikely that rebidding the project would obtain lower bids, and that bids would either come in the same or likely be higher.

The summary of total costs is as follows:

**Total Construction Bid Cost**

\$6,786,500.00 (North Receiving Station)

\$9,998,339.60 (Northwest EWST)

**\$16,784,839.60**

**Design Engineering Cost**

\$279,368.00 (North Receiving Station)

\$258,234.00 (Northwest EWST)

**\$537,602.00**

**Construction Engineering Cost**

\$407,992.00 (North Receiving Station)

\$395,405.00 (Northwest EWST)

**\$803,397.00**

**Total Cost: \$18,125,838.60**

As noted, the projects are included in the IEPA's Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). The original total requested loan amount, which the City is guaranteed to receive if the loan closes by the end of June 2025, is \$14,241,000. The City's current debt authorization ordinance for this loan allows them to borrow up to \$15,665,000. EEI and the City are coordinating on a revised

loan application and debt authorization ordinance that would allow the City to request the full amount. IEPA has provided feedback that additional funds are available in this current year, but cannot guarantee the total cost amount above until the revised loan application and ordinance are approved and submitted along with the remaining loan checklist documentation currently in process. The IEPA has also verified that taking this approach will still allow the loan to close within the required timeframe (by end of June 2025).

If additional funding is not able to be obtained, or is less than the final total cost, the remaining balance will still be eligible for WIFIA funding. The City is in the process of finalizing a WIFIA loan agreement with USEPA in the coming months. Per the terms of the loan given the City's population status at the time of the initial loan application, the WIFIA loan can provide funds for up to 80% of all eligible project costs, and the City is responsible for the remaining 20%. Besides the subject projects, the loan includes multiple other water infrastructure projects including the DWC supply transmission main, which is the single largest cost component. Both the IEPA and WIFIA loan terms include a deferred payment schedule after all work on the loan projects is completed, although the IEPA low interest loan rate is lower than the WIFIA interest rate.

At this time, we recommend proceeding with the revised loan application and revised debt authorization ordinance, both to be approved by the City no later than the April 22<sup>nd</sup> City Council meeting, to look to maximize the amount of IEPA low interest loan funding that can be obtained for both projects.

If you have any questions or require additional information, please let us know.

**ORDINANCE NUMBER 2025 - \_\_**

**AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC  
WATER SUPPLY LOAN PROGRAM**

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

**WHEREAS**, the City operates its public water supply system (“the System”) and in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-129-1 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

**WHEREAS**, the MAYOR AND CITY COUNCIL of the City (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

**Construction of a North Receiving Station and North Tank**

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City; which Project has a useful life of fifty (50) years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$19,940,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

**WHEREAS**, the principal and interest payment shall be payable semi-annually, and the loan shall mature in thirty (30) years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from: (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule “places of eating” tax imposed and collected by the City and deposited into the City’s Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, “*Pledged Revenues*”). The loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$19,940,000 to provide funds to pay the costs of the Project;

**WHEREAS**, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois, as follows:

#### **SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

#### **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the

System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$19,940,000.

### **SECTION 3. PUBLICATION**

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in The Beacon, a newspaper published and of general circulation in the City, and if no petition, signed by electors numbering 10% or more of the registered voters in the City (i.e., 1,667) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City, is filed with the City Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City Clerk to any individual requesting one.

### **SECTION 4. ADDITIONAL ORDINANCES**

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Pledged Revenues, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such

additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

#### **SECTION 5. LOAN NOT INDEBTEDNESS OF THE CITY**

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the Pledged Revenues, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

#### **SECTION 6. APPLICATION FOR LOAN**

The City Administrator is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

#### **SECTION 7. ACCEPTANCE OF LOAN AGREEMENT**

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the

purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

#### **SECTION 8. OUTSTANDING BONDS**

The City has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the City establishes an account, coverage and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS).

#### **SECTION 9. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT**

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

#### **SECTION 10. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

#### **SECTION 11. REPEALER**

Ordinance No. 2024-54 is hereby repealed. All other ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

PASSED by the Corporate Authorities

on \_\_\_\_\_, 2025.

Approved \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR  
United City of Yorkville  
Kendall, County, Illinois

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

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

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

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

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

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

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

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

PUBLISHED in The Beacon on \_\_\_\_\_, 2025.

RECORDED in the City's Records on \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
City Clerk  
United City of Yorkville  
Kendall County, Illinois

**NOTICE OF INTENT TO BORROW FUNDS  
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 2025-\_\_\_\_, adopted on April 22, 2025, the United City of Yorkville, Kendall County, Illinois (the “ENTITY”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$19,940,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the City. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by **1,667** or more electors of the City (being equal to 10% of the registered voters in the City), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the City Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the City as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City at the next election to be held under general election law on March 17, 2026. A petition form is available from the office of the City Clerk.

---

City Clerk  
United City of Yorkville  
Kendall County, Illinois

## CERTIFICATION

I, Jori Behland, do hereby certify that I am the duly elected, qualified and acting Clerk of the United City of Yorkville. I do further certify that the above and foregoing, identified as Ordinance Number 2025-\_\_\_\_, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, passed by the City Council of the United City of Yorkville on the 22<sup>nd</sup> day of April, 2025, and approved by the Mayor of the United City of Yorkville on the same said date, the original of which is part of the books and records within my control as Clerk of the United City of Yorkville.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

## NO REFERENDUM CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified, and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the "ENTITY"), and as such officer I am the keeper of the books, records, files and journal of proceedings of the City and of the MAYOR and CITY COUNCIL of the City.

I do further certify that Ordinance Number 2025-\_\_\_, being the Ordinance entitled: AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM (the "Ordinance") was presented to and passed by the MAYOR and CITY COUNCIL of the City at its legally convened meeting held on the 22<sup>nd</sup> day of April, 2025 and signed by the MAYOR of the City on said day.

I do further certify that the Ordinance was duly and properly published in The Beacon, a newspaper published and of general circulation within the City, on the \_\_\_ day of April, 2025, being a date within ten days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the City of the question as set forth therein. Such petition forms were available from me continuously from April \_\_\_, 2025, up to and including May \_\_\_, 2025.

I do further certify that no Petition has been filed in my office within 30 days after publication of the ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the City.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the United City of Yorkville, Kendall County, Illinois, this \_\_\_ day of May 2025.

---

City Clerk  
United City of Yorkville  
Kendall County, Illinois

(SEAL)



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 6788
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail three copies of the Loan Application and two copies of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency  
Bureau of Water, Infrastructure Financial Assistance Section  
1021 North Grand Avenue East  
PO Box 19276  
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg. 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 4)
- Executive Compensation Data (5 Officer Form) (Pg. 5)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 6)
- Certification of Information on All Previous Pages (Pg. 7), including
  - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
  - Use of American Iron and Steel Products, and U.S. made Manufactured Products and Construction Materials (Pg. 3)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or [Heidi.Allen@illinois.gov](mailto:Heidi.Allen@illinois.gov)  
Financial questions: [Jacob.Poeschel@illinois.gov](mailto:Jacob.Poeschel@illinois.gov)  
Legal questions: [Stephanie.Flowers@illinois.gov](mailto:Stephanie.Flowers@illinois.gov)



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 6788
Date Received:

### APPLICANT INFORMATION

Applicant Name: United City of Yorkville

Applicant Address: 651 Prairie Pointe Drive

City: Yorkville Zip+4: 60560-6500 County: Kendall

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ Zip+4: \_\_\_\_\_ County: \_\_\_\_\_

Applicant type:  Municipal  County  Cooperative  Private  Other

If Other, enter type here \_\_\_\_\_

Public Water System Number IL0930250

Public Water System Name United City of Yorkville

Unique Entity ID Number E646HGMGZF83

U.S. Congressional District(s) 14

Illinois Representative District 75, 83 Illinois Senate District 38, 42

### PROJECT INFORMATION

Project Title: North Receiving Station and North Tank

Project Address: 3099 Lehman Crossing

City: Yorkville Zip+4: 60560-6500 County: Kendall

County or Counties Served by Project: Kendall

U.S. Congressional District(s): 14  Same as applicant

Illinois Representative District: 83 Illinois Senate District: 42

Is this a multi-phased project?  Yes  No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Bart Olson

Title: City Administrator

Phone: (630) 553-8537     Cell     Office

Email: bolson@yorkville.il.us

Project Engineer

Name: Christopher Walton, P.E.

Firm: Engineering Enterprises, Inc.

Address: 

52 Wheeler Road Sugar Grove, IL 60554
--

Phone: (630) 466-6700     Cell     Office

Email: cwalton@eeiweb.com

Attorney

Name: Kathleen Field Orr

Firm: Ottosen DiNolfo & Castaldo, Ltd.

Address: 

1804 North Naper Boulevard Naperville, IL 60563
--

Phone: (630) 682-0085     Cell     Office

Email: kfo@ottosenlaw.com

Finance Director

Name: Rob Fredrickson

Firm: United City of Yorkville

Address: 

651 Prairie Pointe Drive Yorkville, IL 60560
---

Phone: (630) 553-8534     Cell     Office

Email: rfredrickson@yorkville.il.us

Other (describe role) \_\_\_\_\_

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: 

--

Phone: \_\_\_\_\_     Cell     Office

Email: \_\_\_\_\_



4. List any other proposed sources of funding in addition to the PWSLP request

Source	Amount	Applied for	Approved	Received
N/A		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

Revenues pledged to repay the proposed financing agreement (i.e., loan) include (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule "places of eating" tax imposed and collected by the City and deposited into the City's Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

6. Loan repayment period requested 30 years

SYSTEM INFORMATION

7. Active service connections.  Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential	8,140	\$35.35	\$35.35
Commercial	370	\$122.35	\$122.35
Industrial	46	\$484.85	\$484.85
Other	45	\$252.85	\$252.85
Total	8,601	\$894.40	\$894.40

8. User charges. Please provide the following dates:

When did current user charges go into effect? 5/1/2024

What is the effective date for the projected monthly user charges? 5/1/2025



14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

Projected EPA WIFIA Loan \$127,451,915	Projected 2025 Bond \$25,000,000
The anticipated revenue sources for repayment are net revenues of the Water system, local places of eating tax proceeds and the Water Fund's reserve. PWSLP financing would be subordinate to this proposed debt.	

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.	AA	n/a	AA+
Revenue	n/a	n/a	n/a

**PROPERTY TAX INFORMATION**

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year \_\_\_\_\_

Assessed Value of Property \_\_\_\_\_

Market Value of Property \_\_\_\_\_

Property Tax Revenues Levied \_\_\_\_\_

Property Taxes Collected \_\_\_\_\_

Property Tax Collection Rate \_\_\_\_\_

**SALES TAX INFORMATION**

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

## FINANCIAL PROJECTIONS

**ALL** applicants must complete the following.

18. Start of system fiscal year May 1
19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx). You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
  - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
  - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
  - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

The projected revenue sources to fulfill loan repayments consists of net revenues from the Water System, proceeds from the local places of eating tax, and Water Fund reserves. Financial analysis indicates that the cash flows will be sufficient to support this project, as outlined by the following key points:

**Current Water Fund Reserves:** The Water Fund Reserves are approximately \$8.93 million at FYE 2024, providing a strong financial foundation.

**Expected Growth in Water Sales Revenue:** Water sales are projected to increase by 15% to 25% over the next five fiscal years. This growth is anticipated through a combination of customer base expansion and water rate increases, which will generate additional revenue to support loan repayment.

**Recent Water Rate Adjustment:** The City has approved a water rate increase for Fiscal Year 2025, which became effective on May 1, 2024. The base rate, which covers the first 350 cubic feet of water usage, was increased from \$24 to \$33. In addition, the volumetric rate, which applies to every 100 cubic feet of usage above 350, was increased from \$4.80 to \$5.80. This rate adjustment is projected to yield an additional \$960,000 in revenue, bringing the total expected water sales for FY 2025 to \$5.4 million.

**Ongoing Water Rate Study:** To ensure sustainable revenue growth, the City is conducting a comprehensive water rate study. This study, scheduled for completion by the end of 2024, aims to develop a multi-year rate plan that aligns with future financial requirements. Approval of the multi-year rate plan is expected by early 2025.

**Retirement of Debt Obligations:** The 2014C Refunding Bond will be retired in FY 2025, and an IEPA Loan will be fully repaid in FY 2027.

Together, these factors support a strong financial outlook, indicating that the projected revenue streams and available reserves within the Water Fund are well-aligned to meet the loan repayment obligations associated with this project.

## ATTACHMENTS

- Item Attached?** Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.
- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
  - Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
  - Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA PWSLP Financial Capability Review Criteria instructions for additional information.
  - If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
  - Amortization schedules for all debt obligations listed in #13.
  - Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages). The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Stephanie Flowers at [Stephanie.Flowers@illinois.gov](mailto:Stephanie.Flowers@illinois.gov) to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
  - Water rate ordinances defining user charges. Alternatively, provide the website address.
  - Signed tax certificate and agreement ([www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx)).
  - Corporate resolution to apply, borrow, and to grant security (required for corporations).
  - Federal non-profit certification (required for non-profit applicants).
  - If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
  - Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

APPENDIX: LOAN PROGRAM CERTIFICATIONS

**Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.**

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: \_\_\_\_\_

Source of funds: \_\_\_\_\_

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the City of Yorkville will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 6788 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404		
IL Dept. of Trans.		
County Highway		
Other	IEPA Permit TBD	

Acknowledgment of Federal Build America, Buy America Act (BABAA) and American Iron and Steel Requirements (AIS)

1. I am aware that all iron and steel products along with manufactured products and construction materials used for this project must be produced in the United States. This applies to all portions of the project.
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.
3. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
4. I understand that construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred within the United States.
5. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the BABAA and AIS requirements.

Information regarding the Build America, Buy America Act and the American Iron and Steel Requirements is available on IEPA's website, <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages/default.aspx>, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
  - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
  - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
  - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: United City of Yorkville

Business Name: United City of Yorkville

Taxpayer Identification Number:

Social Security Number: \_\_\_\_\_

or

Employer Identification Number: 36-6006169

Legal Status (check one):

- |   |  |
|---|--|
| <input type="radio"/> Individual  | <input checked="" type="radio"/> Governmental                        |
| <input type="radio"/> Sole Proprietor   | <input type="radio"/> Nonresident alien                              |
| <input type="radio"/> Partnership   | <input type="radio"/> Estate or trust                                |
| <input type="radio"/> Legal Services Corporation  | <input type="radio"/> Pharmacy (Non-Corp.)                           |
| <input type="radio"/> Tax-exempt  | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.)         |
| <input type="radio"/> Corporation providing or billing medical and/or health care services            | Limited Liability Company<br>(select applicable tax classification): |
| <input type="radio"/> Corporation <b>NOT</b> providing or billing medical and/or health care services | <input type="radio"/> D = disregarded entity                         |
|   | <input type="radio"/> C = corporation                                |
|   | <input type="radio"/> P = partnership                                |

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

Date: \_\_\_\_\_

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

Unique Entity ID: E646HGMGZF83

CCR/Cage Number: 7VUG5

Loan Recipient Name: United City of Yorkville

Name of Project: North Receiving Station and North Tank

Federal Reporting Contact Information:

Name: Bart Olson Phone: (630) 553-8537 Email: bolson@yorkville.il.us

**Requirements to report five most highly compensated officers:**

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2024, United City of Yorkville  
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

City Administrator

\_\_\_\_\_  
 Signature Title Date

B. The five most highly compensated officers of \_\_\_\_\_ are:

Name	Compensation Amount <sup>1</sup>

<sup>1</sup> Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE  
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the United City of Yorkville authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of the United City of Yorkville that City Administrator Bart Olson is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 20____.	
_____ Signature	_____ Date
John Purcell	Mayor
_____ Printed Name	_____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 150px;"></div>	
Signature & Stamp/Seal of Notary Public	

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES  
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Bart Olson, hereby verify that the above information is, to the best of my knowledge, true and correct.

_____ Signature of Authorized Representative	_____ Date
Bart Olson	City Administrator
_____ Printed Name	_____ Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 400px; height: 150px; margin: 0 auto;"></div>	
Signature & Stamp/Seal	

APPENDIX A  
PERMITS

Permits to be provided to IEPA upon receipt.

APPENDIX B  
SINGLE AUDIT REPORT

# UNITED CITY OF YORKVILLE, ILLINOIS

---

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED  
APRIL 30, 2021

# UNITED CITY OF YORKVILLE, ILLINOIS

## TABLE OF CONTENTS

---

---

<b>SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	1
<b>NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	2
<b>REPORTS OF INDEPENDENT AUDITORS</b>	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	4
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance and on the Schedule of Expenditures of Federal Awards	6
<b>SCHEDULE OF FINDINGS AND QUESTIONED COSTS</b>	9

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Expenditures of Federal Awards  
For the Year Ended April 30, 2021

Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures	Amount Provided to Subrecipients
Department of Housing and Urban Development	Illinois Department of Commerce and Economic Development	Community Development Block Grant	14.228	B-13-DC-17-0001	\$ 334,250 *	\$ 334,250
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	3,315	-
Department of Transportation	Illinois Department of Transportation	National Highway Traffic Safety Administration Discretionary Safety	20.614	HS-21-0138	2,877	-
Department of Treasury	Illinois Department of Commerce and Economic Development	Coronavirus Relief Funds	21.019	20495064	784,715	-
		Coronavirus Relief Funds	21.019	20488027	400,000	400,000
				<b>Total 21.019</b>	<b>1,184,715 *</b>	<b>400,000</b>
National Endowment for the Humanities	Illinois Secretary of State	Grants to States CARES Act	45.310	21-5161-PPE	827	-
Excutive Office of the President	N/A	High Intensity Drug Trafficking Areas Program	95.001	N/A	26,252	-
TOTAL FEDERAL AWARDS EXPENDED					<u>1,552,236</u>	<u>734,250</u>

\*Denotes major federal program

See accompanying notes to the schedule of expenditures of federal awards.

**UNITED CITY OF YORKVILLE, ILLINOIS**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**April 30, 2021**

---

---

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City under programs of the federal government for the year ended April 30, 2021. The information in this Schedule is presented in accordance with the requirements of Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Expenditures**

Expenditures reported on the Schedule are reported on the accrual basis of accounting.

**Pass-Through Entities**

Pass-through entity identifying numbers are presented on the Schedule where available.

**NOTE 3 – 10% DE MINIMIS INDIRECT COST RATE**

The City has selected to use the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

**NOTE 4 – SUBRECIPIENT RELATIONSHIPS**

The City provided CFDA #14.228 Community Development Block Grant federal awards to the following:

AGJS (Tiki Tan): \$8,000  
Brenart Eye Clinic: \$25,000  
COPA (Salsa Verde): \$25,000  
Mike & Denise's: \$25,000  
Heartland School: \$25,000  
Harmony Aesthetics: \$7,500  
White Water Ice Cream: \$20,000  
Duy's Shoes: \$25,000  
Idea Marketing Group: \$17,750  
Fast Burrito: \$25,000  
Ginger & Soul: \$14,500  
Idea Pro's: \$25,000  
NDB Enterprises (Sunfield's): \$25,000  
Taekwondo Korea Center: \$25,000  
Treasure Breads: \$16,500  
Baek Lee (BH Martial Arts): \$25,000

**UNITED CITY OF YORKVILLE, ILLINOIS**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**April 30, 2021**

---

---

**NOTE 4 – SUBRECIPIENT RELATIONSHIPS – Continued**

The City provided CFDA #21.019 Coronavirus Relief Funds federal awards to the following:

American Tire & Auto: \$4,775  
MNO Fitness: \$15,000  
RHS Yorkville - Arby's: \$5,000  
AXT Jiu-Jitsu: \$14,600  
Burnt Barrel: \$12,500  
Cocina Madre: \$5,000  
Dairy Queen: \$2,500  
Direct Sign Systems: \$10,000  
Duy Shoe's: \$5,000  
Exmplify Health Center: \$10,000  
Flight Team: \$19,000  
The Heartland School: \$5,000  
Mike & Denise's Pizza: \$5,000  
L&Y Nail, Inc.: \$2,425  
Paradise Cove: \$15,000  
Parma Pizza Bar: \$15,000  
Patelli's Yorkville: \$8,500  
Pepe's Mexican Grill: \$19,000  
Grand True Value Rental: \$4,300  
Cornish Chiro: \$10,000  
Grace Hollistic: \$15,000  
Razor Sharp Barber Shop: \$12,000  
Roadhouse: \$12,500  
Rowdy's: \$12,500  
Sense of Samadhi: \$10,000  
Smokey's: \$5,000  
Southbank Original BBQ: \$12,500  
Sterchi Chiropractic: \$15,000  
We Grow Kids: \$5,000  
Yorkville Auto Body: \$10,000  
White Water Ice Cream (Foxy's): \$2,500  
Harmony Aesthetics: \$10,600  
Heritage Home Décor: \$15,00  
Lighthouse Centers: \$5,000  
Little Learner: \$5,000  
The Idea Pros: \$5,000  
NCG Movie Theater: \$15,000  
Prairie Garden Dental: \$10,000  
BH Martial Arts: \$5,000  
Advanced Physical Medicine: \$15,000  
Reichert Medical: \$10,000  
The Scrap Cabana: \$4,800



**INDEPENDENT AUDITORS' 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 19, 2021

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, Illinois, as of and for the year ended April 30, 2021, 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 19, 2021.

*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) to determine the 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 may exist that have not been identified.

*Compliance and Other Matters*

As part of obtaining reasonable assurance about whether the City's financial statements are free of 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 material effect on the determination of financial statement amounts. 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*.

We noted certain other matters that we reported to management of the City in a separate letter dated October 19, 2021.

*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 *Governmental 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



**INDEPENDENT AUDITORS' REPORT  
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE  
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

October 19, 2021

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

*Report on Compliance for Each Major Federal Program*

We have audited the United City of Yorkville, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended April 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

*Management Responsibility*

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

*Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and Uniform Guidance required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

### *Opinion on Each Major Federal Program*

In our opinion, the United City of Yorkville, Illinois complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended April 30, 2021.

### *Report on Internal Control over Compliance*

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

*Schedule of Expenditures of Federal Awards*

We have audited 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, Illinois as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated October 19, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is 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 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, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs  
Year Ended April 31, 2021**

---

**SECTION 1 – SUMMARY OF AUDITOR’S RESULTS**

**Financial Statements**

Type of auditor’s report issued on the financial statements: Unmodified

Internal control over financial reporting:  
Material weakness(es) identified: No  
Significant deficiencies identified: No

Noncompliance material to the financial statements noted: No

**Federal Awards**

Type of auditor’s report issued on compliance for major programs: Unmodified

Internal control over major programs:  
Material weakness(es) identified: No  
Significant deficiencies identified: No

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a): No

Major programs identified:

<u>CFDA Number(s)</u>	<u>Name of Federal Program/Cluster</u>
14.228	Community Development Block Grant
21.019	Coronavirus Relief Funds

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee: No

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS**

**None**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

**None**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 4 – PRIOR YEAR AUDIT FINDINGS**

**None**

**APPENDIX C**  
**AUDITED FINANCIAL STATEMENT LINK**

United City of Yorkville

Illinois PWSLP Loan Application

Attachment – Audited Financial Statements

The most recent audited financial statement can be found on the following website:

<https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/5902>

APPENDIX D  
FINANCIAL PROJECTIONS  
(ITEMS 14 & 19)

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
<b><u>WATER FUND - 51</u></b>										
51-000-40-00-4085	PLACES OF EATING TAX	\$ -	\$ -	\$ 350,000	\$ 241,229	700,000	714,000	728,280	742,846	757,703
51-000-41-00-4160	FEDERAL GRANTS	-	-	-	225,000	300,000	300,000	-	-	-
51-000-41-00-4166	DCEO - GENERAL INFRA GRANT	-	-	-	100,000	-	-	-	-	-
51-000-44-00-4424	WATER SALES	3,447,225	3,919,451	3,965,500	4,440,648	5,400,000	6,480,000	7,452,000	8,942,400	10,730,880
51-000-44-00-4425	BULK WATER SALES	6,050	-	5,000	-	5,000	5,000	5,000	5,000	5,000
51-000-44-00-4426	LATE PENALTIES - WATER	140,331	163,256	168,920	180,971	206,297	242,013	274,231	323,310	382,089
51-000-44-00-4430	WATER METER SALES	209,245	201,210	100,000	226,203	200,000	125,000	125,000	125,000	125,000
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	858,759	896,683	919,790	926,414	947,600	966,552	985,883	1,005,601	1,025,713
51-000-44-00-4450	WATER CONNECTION FEES	283,084	594,585	300,000	985,872	300,000	230,000	230,000	230,000	230,000
51-000-45-00-4500	INVESTMENT EARNINGS	2,030	44,220	35,000	422,704	300,000	150,000	150,000	60,000	175,000
51-000-45-00-4555	UNREALIZED GAIN(LOSS)	(29,663)	6,819	-	16,438	-	-	-	-	-
51-000-46-00-4662	REIMB - YBSD	-	-	48,500	59,574	550,000	-	-	-	-
51-000-46-00-4664	REIMB - ILLINOIS RTE 47 (IDOT)	-	-	-	40,706	1,090,000	-	-	-	-
51-000-46-00-4665	REIMB - LINCOLN PRAIRIE	-	-	-	179,336	9,295,000	-	-	-	-
51-000-46-00-4690	REIMB - MISCELLANEOUS	2,920	2,021	-	10,681	-	-	-	-	-
51-000-48-00-4820	RENTAL INCOME	102,305	105,351	108,134	119,395	110,996	113,938	116,962	120,072	123,269
51-000-48-00-4850	MISCELLANEOUS INCOME	3,645	1,526	1,000	3,142	2,000	2,000	2,000	2,000	2,000
	<b>Water Fund Revenues</b>	<b>\$ 5,025,931</b>	<b>\$ 5,935,122</b>	<b>\$ 6,001,844</b>	<b>\$ 8,178,313</b>	<b>\$ 19,406,893</b>	<b>\$ 9,328,503</b>	<b>\$ 10,069,356</b>	<b>\$ 11,556,229</b>	<b>\$ 13,556,654</b>
51-000-49-00-4900	BOND PROCEEDS	-	-	9,265,000	9,985,000	22,735,000	-	8,545,565	-	-
51-000-49-00-4903	PREMIUM ON BOND ISSUANCE	-	-	818,705	112,744	338,835	-	-	-	-
51-000-49-00-4905	IEPA LOAN PROCEEDS	-	-	-	-	-	-	-	-	-
51-000-49-00-4908	LOAN PROCEEDS - WIFIA	-	-	-	-	5,500,000	47,912,800	40,185,600	28,277,600	3,601,600
51-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	-	-	-	18,000	-	60,000	60,000
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	104,558	104,209	104,627	104,627	104,034	55,366	54,738	54,948	55,087
51-000-49-00-4952	TRANSFER FROM SEWER	75,675	73,650	74,125	74,125	69,525	-	-	-	-
	<b>Other Financing Sources</b>	<b>\$ 180,233</b>	<b>\$ 177,859</b>	<b>\$ 10,262,457</b>	<b>\$ 10,276,496</b>	<b>\$ 28,747,394</b>	<b>\$ 47,986,166</b>	<b>\$ 48,785,903</b>	<b>\$ 28,392,548</b>	<b>\$ 3,716,687</b>
	<b>Total Water Fund Revenues &amp; Transfers</b>	<b>\$ 5,206,164</b>	<b>\$ 6,112,981</b>	<b>\$ 16,264,301</b>	<b>\$ 18,454,809</b>	<b>\$ 48,154,287</b>	<b>\$ 57,314,669</b>	<b>\$ 58,855,259</b>	<b>\$ 39,948,777</b>	<b>\$ 17,273,341</b>
<b>Water Operations Department</b>										
51-510-50-00-5010	SALARIES & WAGES	\$ 475,333	\$ 509,509	\$ 576,000	\$ 534,605	\$ 643,137	\$ 675,294	\$ 712,435	\$ 733,808	\$ 755,822
51-510-50-00-5015	PART-TIME SALARIES	3,488	-	15,000	-	45,000	45,000	45,000	45,000	45,000
51-510-50-00-5020	OVERTIME	9,715	9,989	22,000	14,206	20,000	20,000	12,000	12,000	12,000
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	49,803	41,607	40,209	34,455	39,151	40,953	43,901	46,613	49,371
51-510-52-00-5214	FICA CONTRIBUTION	35,808	38,610	45,058	40,531	52,391	55,011	58,037	59,778	61,571
51-510-52-00-5216	GROUP HEALTH INSURANCE	107,445	160,488	174,548	178,588	175,122	191,744	207,084	223,651	241,543
51-510-52-00-5222	GROUP LIFE INSURANCE	781	803	909	836	907	929	938	947	956
51-510-52-00-5223	DENTAL INSURANCE	8,579	12,026	12,759	8,231	13,447	13,084	13,738	14,425	15,146
51-510-52-00-5224	VISION INSURANCE	1,275	1,483	1,705	1,587	1,649	1,682	1,732	1,784	1,838
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	1,479	2,080	2,000	1,833	3,000	3,000	3,000	3,000	3,000

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-52-00-5231	LIABILITY INSURANCE	29,294	34,293	38,641	35,028	38,022	40,303	42,721	45,284	48,001
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	126,596	133,075	138,174	138,174	108,735	114,172	120,451	124,065	127,787
51-510-54-00-5402	BOND ISSUANCE COSTS	-	-	528,705	93,038	250,000	-	-	-	-
51-510-54-00-5404	WATER METER REPLACEMENT PROGRAM	-	-	900,000	-	800,000	1,000,000	1,000,000	-	-
51-510-54-00-5412	TRAINING & CONFERENCES	2,079	3,027	9,200	3,986	9,200	9,200	9,200	9,200	9,200
51-510-54-00-5415	TRAVEL & LODGING	34	1,322	4,000	1,172	4,000	4,000	4,000	4,000	4,000
51-510-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	453	8,147	1,112	756	-	11,296	-	-	12,344
51-510-54-00-5426	PUBLISHING & ADVERTISING	-	743	500	1,851	1,000	1,000	1,000	1,000	1,000
51-510-54-00-5429	WATER SAMPLES	8,167	11,952	8,500	12,383	12,000	17,000	12,000	12,000	17,000
51-510-54-00-5430	PRINTING & DUPLICATING	3,690	3,579	3,250	3,191	3,250	3,250	3,250	3,250	3,250
51-510-54-00-5437	VEHICLE MAINTENANCE CHARGEBACK	-	-	-	-	-	-	13,848	12,338	12,833
51-510-54-00-5440	TELECOMMUNICATIONS	47,954	57,531	50,000	84,924	60,000	60,000	60,000	60,000	60,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	305,648	333,372	360,000	306,536	360,000	360,000	360,000	360,000	110,000
51-510-54-00-5448	FILING FEES	1,541	1,076	2,500	932	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5452	POSTAGE & SHIPPING	18,075	23,855	25,000	26,208	28,000	29,000	30,000	31,000	32,000
51-510-54-00-5453	BUILDINGS & GROUNDS CHARGEBACK	10,843	19,316	27,290	27,290	23,045	24,363	25,836	39,034	27,665
51-510-54-00-5460	DUES & SUBSCRIPTIONS	3,821	1,640	2,500	1,820	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5462	PROFESSIONAL SERVICES	134,702	101,155	160,000	106,976	175,000	173,750	112,500	117,500	112,500
51-510-54-00-5465	ENGINEERING SERVICES	131,407	2,420	137,500	44,062	195,000	99,000	103,000	107,000	111,000
51-510-54-00-5480	UTILITIES	329,524	172,599	337,638	381,204	365,700	387,642	410,901	435,555	461,688
51-510-54-00-5483	JULIE SERVICES	4,002	3,439	4,500	3,777	4,500	4,500	4,500	4,500	4,500
51-510-54-00-5485	RENTAL & LEASE PURCHASE	3,459	2,201	2,500	1,548	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5488	OFFICE CLEANING	1,270	1,260	1,465	1,480	1,801	1,897	9,000	9,450	9,923
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	12,141	9,927	12,000	11,302	12,000	12,000	8,040	6,000	6,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	12,709	24,942	10,000	6,886	15,000	15,000	15,000	15,000	15,000
51-510-54-00-5498	PAYING AGENT FEES	1,299	943	900	1,299	16,300	16,300	16,300	16,800	16,800
51-510-54-00-5499	BAD DEBT	1,571	984	5,000	1,800	10,000	10,000	10,000	10,000	10,000
51-510-56-00-5600	WEARING APPAREL	4,484	8,658	9,000	5,457	9,000	9,000	9,000	9,000	9,000
51-510-56-00-5620	OPERATING SUPPLIES	9,651	7,032	17,000	11,487	12,000	12,000	12,000	12,000	12,000
51-510-56-00-5628	VEHICLE MAINTENANCE SUPPLIES	3,287	2,123	2,500	1,698	2,500	2,500	2,500	2,500	2,500
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	4,326	2,776	4,000	7,413	10,500	4,000	4,000	4,000	4,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	167,223	178,195	199,500	235,677	231,000	242,550	254,678	267,412	100,000
51-510-56-00-5640	REPAIR & MAINTENANCE	28,090	23,467	27,500	43,666	27,500	27,500	27,500	27,500	27,500
51-510-56-00-5664	METERS & PARTS	235,749	222,285	175,000	269,724	225,000	150,000	150,000	150,000	150,000
51-510-56-00-5665	JULIE SUPPLIES	1,196	2,867	3,000	2,289	3,000	3,000	3,000	3,000	3,000
51-510-56-00-5670	LAKE MICHIGAN WATER (DWC)	-	-	-	-	-	-	-	-	5,690,496
51-510-56-00-5695	GASOLINE	25,999	23,796	32,100	28,247	28,890	30,912	33,076	35,391	37,868
51-510-60-00-6011	WATER SOURCING - DWC	-	168,231	2,480,000	2,144,364	10,311,000	48,740,000	47,146,000	32,654,200	872,200
51-510-60-00-6015	WATER TOWER REHABILITATION	21,619	13,389	550,000	657,844	20,000	-	-	-	-
51-510-60-00-6020	BUILDING IMPROVEMENTS	-	-	-	-	100,000	-	17,000	-	-
51-510-60-00-6022	WELL REHABILITATIONS	68,498	267,815	53,500	293,096	-	-	-	-	-

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-60-00-6024	LINCOLN PRAIRIE IMPROVEMENTS	-	-	-	179,336	9,295,000	-	-	-	-
51-510-60-00-6025	WATER MAIN REPLACEMENT PROGRAM	807,678	1,365,999	3,874,500	6,222,486	5,461,127	4,176,000	3,318,000	3,516,000	1,872,000
51-510-60-00-6029	WELL #10 / MAIN & TREATMENT PLANT	-	7,485	3,529,000	231,991	6,197,000	748,000	-	-	-
51-510-60-00-6035	RTE 47 IMPROV (WATER PARK WAY / JERICHO)	-	-	-	40,706	1,090,000	-	-	-	-
51-510-60-00-6039	RTE 47 IMPROV (KENNEDY / WATER PARK WAY)	-	-	-	-	931,000	-	-	-	-
51-510-60-00-6044	RTE 47 IMPROV (RTE 71 / CATON FARM)	-	-	-	-	308,000	3,273,000	-	-	-
51-510-60-00-6059	US 34 (IL 47 / ORCHARD RD) PROJECT	-	-	23,000	23,709	-	-	-	-	-
51-510-60-00-6060	EQUIPMENT	-	10,940	87,000	-	57,000	-	7,000	-	7,000
51-510-60-00-6065	BEAVER STREET BOOSTER STATION	190,424	103,554	-	13,260	-	-	-	-	-
51-510-60-00-6066	RTE 71 WATERMAIN REPLACEMENT	-	-	12,025	-	13,000	-	-	-	-
51-510-60-00-6068	WELL #7 STANDBY GENERATOR	-	-	35,000	8,406	560,000	-	-	-	-
51-510-60-00-6070	VEHICLES	-	133,664	48,000	48,437	-	82,666	60,000	160,000	140,000
51-510-60-00-6079	ROUTE 47 EXPANSION	45,372	18,905	-	-	-	-	-	-	-
51-510-60-00-6081	CATION EXCHANGE MEDIA REPLACEMENT	2,912	2,108	-	-	-	-	-	-	-
51-510-75-00-7505	DEVELOPER COMMITMENT	-	-	136,795	-	-	-	-	-	-
<b>Debt Service - 2015A Bond</b>										
51-510-77-00-8000	PRINCIPAL PAYMENT	312,545	323,576	338,284	338,284	349,315	158,111	161,788	169,142	176,496
51-510-77-00-8050	INTEREST PAYMENT	128,254	117,169	102,809	102,809	89,278	75,305	68,981	62,509	55,743
<b>Debt Service - WIFIA Loan</b>										
51-510-83-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-83-00-8050	INTEREST PAYMENT	-	-	-	-	146,667	625,360	1,079,776	1,342,688	1,475,523
<b>Debt Service - 2016 Refunding Bond</b>										
51-510-85-00-8000	PRINCIPAL PAYMENT	1,040,000	915,000	-	-	-	-	-	-	-
51-510-85-00-8050	INTEREST PAYMENT	58,650	27,450	-	-	-	-	-	-	-
<b>Debt Service - 2023A Bond</b>										
51-510-86-00-8000	PRINCIPAL PAYMENT	-	-	-	-	150,000	165,000	170,000	180,000	190,000
51-510-86-00-8050	INTEREST PAYMENT	-	-	260,918	185,758	451,844	444,344	436,094	427,594	418,594
<b>Debt Service - 2024 Bond</b>										
51-510-88-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-88-00-8050	INTEREST PAYMENT	-	-	-	-	-	1,582,567	973,888	973,888	973,888
<b>Debt Service - IEPA Loan L17-156300</b>										
51-510-89-00-8000	PRINCIPAL PAYMENT	109,743	112,503	115,333	115,333	118,235	121,209	61,744	-	-
51-510-89-00-8050	INTEREST EXPENSE	15,288	12,527	9,697	9,697	6,795	3,821	772	-	-
<b>Debt Service - 2026 Bond</b>										
51-510-90-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-90-00-8050	INTEREST PAYMENT	-	-	-	-	-	-	-	636,553	391,725
<b>Debt Service - 2014C Refunding Bond</b>										
51-510-94-00-8000	PRINCIPAL PAYMENT	135,000	135,000	140,000	140,000	135,000	-	-	-	-
51-510-94-00-8050	INTEREST PAYMENT	16,350	12,300	8,250	8,250	4,050	-	-	-	-
<b>Water Fund Expenses</b>		<b>\$ 5,316,323</b>	<b>\$ 5,948,207</b>	<b>\$ 15,934,774</b>	<b>\$ 13,481,919</b>	<b>\$ 39,837,558</b>	<b>\$ 64,124,715</b>	<b>\$ 57,473,709</b>	<b>\$ 43,204,859</b>	<b>\$ 15,015,771</b>

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	-	-	97,224	-	368,675	892,911	892,744	893,493	893,410
	Other Financing Uses	\$ -	\$ -	\$ 97,224	\$ -	\$ 368,675	\$ 892,911	\$ 892,744	\$ 893,493	\$ 893,410
	<b>Total Water Fund Expenses</b>	\$ 5,316,323	\$ 5,948,207	\$ 15,934,774	\$ 13,481,919	\$ 39,837,558	\$ 64,124,715	\$ 57,473,709	\$ 43,204,859	\$ 15,015,771
	Transfers In	\$ 180,233	\$ 177,859	\$ 10,262,457	\$ 10,276,496	\$ 28,747,394	\$ 47,986,166	\$ 48,785,903	\$ 28,392,548	\$ 3,716,687
	(Transfers Out)	-	-	(97,224)	-	(368,675)	(892,911)	(892,744)	(893,493)	(893,410)
	<b>Water Fund Net Transfers</b>	\$ 180,233	\$ 177,859	\$ 10,165,233	\$ 10,276,496	\$ 28,378,719	\$ 47,093,255	\$ 47,893,159	\$ 27,499,055	\$ 2,823,277
	<b>Surplus(Deficit)</b>	(110,159)	164,774	232,303	4,972,890	7,948,054	(7,702,957)	488,806	(4,149,575)	1,364,160
	<b>Fi</b>	\$ 3,791,199	\$ 3,955,973	\$ 4,085,790	\$ 8,928,863	\$ 16,876,917	\$ 9,173,960	\$ 9,662,766	\$ 5,513,191	\$ 6,877,351
		71.31%	66.51%	25.49%	66.23%	41.98%	14.11%	16.56%	12.50%	43.23%

APPENDIX E  
DEBT SERVICE  
SCHEDULE

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Water Fund  
Long-Term Debt Requirements**

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

**Total Outstanding at April 30, 2024**

Date of Maturity	December 30, 2024
Date of Issuance	August 5, 2014
Authorized Issue	November 24, 5431
Interest Rates	2.00% - 3.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	Refunding of Series 2005C Bonds

**PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2024 - 2025	135,000	4,050	139,050	2024	2,025	2024	2,025
	<u>135,000</u>	<u>4,050</u>	<u>139,050</u>		<u>2,025</u>		<u>2,025</u>

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund  
Long-Term Debt Requirements**

**IEPA (L17 - 156300) Loan Payable of 2007**

**Total Outstanding at April 30, 2024**

Date of Maturity	August 9, 2026
Date of Issuance	November 9, 2006
Authorized Issue	\$1,889,244
Interest Rate	2.50%
Interest Dates	August 9th and February 9th
Principal Maturity Dates	August 9th and February 9th
Payable at	Illinois Environmental Protection Agency
Purpose	Drinking Water Loan

**PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	Aug 9th	Amount	Feb 9th	Amount
2024 - 2025	118,235	6,795	125,030	2024	3,765	2025	3,030
2025 - 2026	121,209	3,821	125,030	2025	2,287	2026	1,534
2026 - 2027	61,744	772	62,516	2026	772	2027	-
	\$ 301,188	\$ 11,388	\$ 312,576		\$ 6,824		\$ 4,564

UNITED CITY OF YORKVILLE, ILLINOIS

Water Fund  
Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bond of 2023A

Total Outstanding at April 30, 2024

Date of Maturity	December 30, 2053
Date of Issuance	August 2, 2023
Authorized Issue	\$9,985,000
Interest Rates	4.25% - 5.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	2023 Water Main Replacement Program & Well #10 Rehabilitation and Raw Water Main

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2024 - 2025	150,000	451,844	601,844	2024	225,922	2024	225,922
2025 - 2026	165,000	444,344	609,344	2025	222,172	2025	222,172
2026 - 2027	170,000	436,094	606,094	2026	218,047	2026	218,047
2027 - 2028	180,000	427,594	607,594	2027	213,797	2027	213,797
2028 - 2029	190,000	418,594	608,594	2028	209,297	2028	209,297
2029 - 2030	200,000	409,094	609,094	2029	204,547	2029	204,547
2030 - 2031	210,000	399,094	609,094	2030	199,547	2030	199,547
2031 - 2032	220,000	388,594	608,594	2031	194,297	2031	194,297
2032 - 2033	230,000	377,594	607,594	2032	188,797	2032	188,797
2033 - 2034	240,000	366,094	606,094	2033	183,047	2033	183,047
2034 - 2035	260,000	354,094	614,094	2034	177,047	2034	177,047
2035 - 2036	270,000	341,094	611,094	2035	170,547	2035	170,547
2036 - 2037	280,000	327,594	607,594	2036	163,797	2036	163,797
2037 - 2038	295,000	313,594	608,594	2037	156,797	2037	156,797
2038 - 2039	305,000	298,844	603,844	2038	149,422	2038	149,422
2039 - 2040	325,000	283,594	608,594	2039	141,797	2039	141,797
2040 - 2041	340,000	270,594	610,594	2040	135,297	2040	135,297
2041 - 2042	350,000	256,994	606,994	2041	128,497	2041	128,497
2042 - 2043	365,000	241,944	606,944	2042	120,972	2042	120,972
2043 - 2044	385,000	226,249	611,249	2043	113,124	2043	113,124
2044 - 2045	400,000	209,694	609,694	2044	104,847	2044	104,847
2045 - 2046	415,000	192,694	607,694	2045	96,347	2045	96,347
2046 - 2047	435,000	175,056	610,056	2046	87,528	2046	87,528
2047 - 2048	450,000	156,569	606,569	2047	78,284	2047	78,284
2048 - 2049	470,000	137,444	607,444	2048	68,722	2048	68,722
2049 - 2050	490,000	117,469	607,469	2049	58,734	2049	58,734
2050 - 2051	515,000	96,031	611,031	2050	48,016	2050	48,016
2051 - 2052	535,000	73,500	608,500	2051	36,750	2051	36,750
2052 - 2053	560,000	50,094	610,094	2052	25,047	2052	25,047
2053 - 2054	585,000	25,594	610,594	2053	12,797	2053	12,797
	\$ 9,985,000	\$ 8,267,674	\$ 18,252,674		\$ 4,133,837		\$ 4,133,837

APPENDIX F  
Water Rates

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

---

**ORDINANCE NO. 2024-13**

---

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
AMENDING WATER SERVICE RATES**

Passed by the City Council of the  
United City of Yorkville, Kendall County, Illinois  
This 23<sup>rd</sup> day of April, 2024

Published in pamphlet form by the  
authority of the Mayor and City Council  
of the United City of Yorkville, Kendall  
County, Illinois on April 26, 2024.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
AMENDING WATER SERVICE RATES**

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

**WHEREAS**, expenses to be paid by the City’s water fund include operational expenses and expenses incurred in expansion of the water system, namely repayment of bonds; and

**WHEREAS**, the City has planned future water infrastructure projects that are anticipated to cause a water fund deficit; and

**WHEREAS**, to diminish the anticipated water fund deficit, the City now desires to increase the water service rates; and

**WHEREAS**, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of providing such services.

**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 recitals shall be and are hereby incorporated as findings of fact as if set forth herein.

*Section 2.* That Title 7 of Chapter 5, Section 7-5-5-1A2. of the Yorkville City Code is hereby amended to read as follows:

“2. The water rates shall be:

\$33.00 up to 350 cubic feet of usage, effective May 1, 2024

\$5.80 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2024.”

*Section 3.* This Ordinance shall be in full force and effect on May 1, 2024, after its passage, approval, and publication as provided by law.

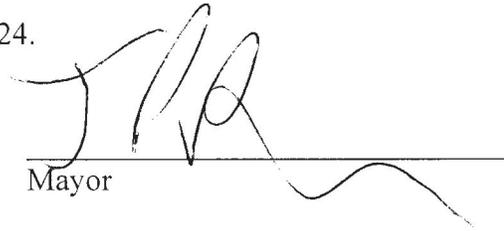
*Passed* by the City Council of the United City of Yorkville, Kendall County,

Illinois this 23<sup>rd</sup> day of April, 2024.

  
CITY CLERK

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

*Approved* by me, as Mayor of the United City of Yorkville, Kendall County,  
Illinois, this 25<sup>m</sup> day of April, 2024.

  
\_\_\_\_\_  
Mayor

*Attest:*

  
\_\_\_\_\_  
City Clerk

## APPENDIX G

# Authorization of a Loan Applicant's Authorized Representative

APPENDIX H  
CERTIFIED BOND ORDINANCE

APPENDIX I  
SIGNED TAX CERTIFICATE AND AGREEMENT

## FORM OF PARTICIPANT TAX AGREEMENT

### INTRODUCTION: RECIPIENT'S TAX LAW OBLIGATIONS UNDER THE LOAN

IN ORDER TO HELP MINIMIZE INTEREST RATES CHARGED IN CONNECTION WITH THE STATE REVOLVING FUND (SRF) PROGRAMS, THE FUNDING FOR THE LOANS IS OBTAINED THROUGH THE ISSUANCE OF FEDERALLY SUBSIDIZED TAX-EXEMPT BONDS BY THE ILLINOIS FINANCE AUTHORITY FOR THE BENEFIT OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA OR AGENCY) AND ITS SRF PROGRAMS. SUCH BENEFICIAL FINANCING COMES WITH CERTAIN FEDERAL TAX LAW COMPLIANCE REQUIREMENTS, WHICH ARE SUMMARIZED IN THE ATTACHED TAX AGREEMENT.

THE TAX AGREEMENT IS REQUIRED FOR ALL RECIPIENTS OF SRF LOANS. IT PROVIDES THAT THE RECIPIENT WILL COMPLY WITH ALL APPLICABLE TAX LAW REQUIREMENTS. MANY OF THESE REQUIREMENTS AFFECT RECIPIENTS ONLY UNDER UNUSUAL CIRCUMSTANCES, SUCH AS WHEN A DEBT SERVICE FUND THAT IS NOT DEPLETED AT LEAST ONCE A YEAR IS ESTABLISHED OR ANY PART OF THE PROJECT IS SOLD OR USED IN A PRIVATE BUSINESS USE OR OTHER USE THAT WAS NOT AUTHORIZED WHEN THE LOAN WAS ORIGINATED.

THE “**DATE OF ISSUANCE OF THE BONDS**” REFERRED TO IN THE TAX AGREEMENT IS APRIL 16, 2019, OR, FOR LOANS FINANCED FROM PROCEEDS OF BONDS ISSUED AFTER THAT DATE, THE DATE OF ISSUANCE OF THOSE BONDS, AS PROVIDED TO THE RECIPIENT BY THE IEPA.

THE “**WEBSITE INSTRUCTIONS**” REFERRED TO IN THE TAX AGREEMENT MAY BE FOUND AT <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/srf/srf-recipient-tax-certificate-instructions.pdf> FOR SPECIFIC QUESTIONS ABOUT THE APPLICATION OF THESE REQUIREMENTS TO THE RECIPIENT'S CIRCUMSTANCES, YOU MAY CONTACT IEPA'S WATER REVOLVING FUND FINANCE MANAGER (FOR PROGRAM MATTERS) AT (217) 524-1340, OR IFA'S TAX COUNSEL (FOR LEGAL MATTERS) AT (312) 902-5564.

## TAX COMPLIANCE CERTIFICATE AND AGREEMENT

The United City of Yorkville\_ (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans (L17#\_17-6788\_\_\_\_\_) (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

*Section 1. Expectations.* The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This Tax Agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

*Section 2. Internal Revenue Service Audits.* The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

*Section 3. Purpose of the Loan.* The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

*Section 4. The Project — Binding Commitment and Timing.* The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or unnecessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

*Section 5. Reimbursement.* None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures” (see Website Instructions for details).

*Section 6. Hedge and Investment Agreements.* The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies (see Website Instructions).

*Section 7. Funds and Accounts.* The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds

of the Recipient that were previously reserved to pay the costs of the Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

*Section 8. Use of Proceeds and Project.* None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies (see Website Instructions). Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

*Section 9. No Sale of the Project.* The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

*Section 10. Purchase of Bonds by Recipient.* The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been, used to fund the Loan (if in doubt, contact the Agency).

*Section 11. Compliance Procedures.* The Recipient will adopt, and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder. Such procedures must contain, among other things, the following characteristics to ensure that violations are timely identified and corrected so that the Loan and the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding: (a) due diligence review at specified regular intervals, (b) identification and training of the officer or employee responsible for review, (c) retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.), (d) procedures reasonably expected to timely identify noncompliance, and procedures to ensure that steps will be taken to timely correct noncompliance. A form of such procedures that may be adapted to the Recipient's circumstances is contained in the Website Instructions.

*Section 12. Records.* The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: \_\_\_\_\_, 20\_\_

Bart Olson

\_\_\_\_\_  
Name of Authorized Representative

By

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

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

---

**ORDINANCE NO. 2024-54**

---

AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC  
WATER SUPPLY LOAN PROGRAM

Passed by the City Council of the  
United City of Yorkville, Kendall County, Illinois  
This 12<sup>th</sup> day of November, 2024

Published in pamphlet form by the  
authority of the Mayor and City Council  
of the United City of Yorkville, Kendall  
County, Illinois on November 15, 2024.

STATE OF ILLINOIS  
COUNTY OF KENDALL  
- FILED -

DEC 17 2024

*Debbi Allitt*  
COUNTY CLERK  
KENDALL COUNTY

**Ordinance No. 2024-54**

**AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC  
WATER SUPPLY LOAN PROGRAM**

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

**WHEREAS**, the City operates its public water supply system (“the System”) and in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-129-1 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

**WHEREAS**, the MAYOR AND CITY COUNCIL of the City (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

**Construction of a North Receiving Station and North Tank**

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City; which Project has a useful life of fifty (50) years ; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$15,665,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

**WHEREAS**, the principal and interest payment shall be payable semi-annually, and the loan shall mature in thirty (30) years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from: (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule “places of eating” tax imposed and collected by the City and deposited into the City’s Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, “*Pledged Revenues*”). The loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$ 15,665,000 to provide funds to pay the costs of the Project;

**WHEREAS**, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois, as follows:

**SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the

System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$15,665,000.

### **SECTION 3. PUBLICATION**

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in The Beacon, a newspaper published and of general circulation in the City, and if no petition, signed by electors numbering 10% or more of the registered voters in the City (i.e., 1,667) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City, is filed with the City Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City Clerk to any individual requesting one.

### **SECTION 4. ADDITIONAL ORDINANCES**

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Pledged Revenues, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such

additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

#### **SECTION 5. LOAN NOT INDEBTEDNESS OF THE CITY**

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the Pledged Revenues, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

#### **SECTION 6. APPLICATION FOR LOAN**

The City Administrator is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

#### **SECTION 7. ACCEPTANCE OF LOAN AGREEMENT**

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the

purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

**SECTION 8. OUTSTANDING BONDS**

The City has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the City establishes an account, coverage and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS).

**SECTION 9. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT**

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

**SECTION 10. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 11. REPEALER**

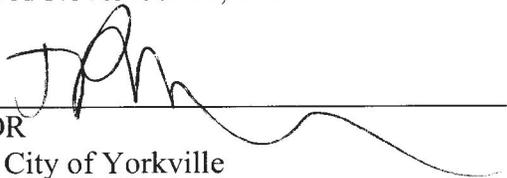
All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

PASSED by the Corporate Authorities

on November 12, 2024.

Approved November 15, 2024.

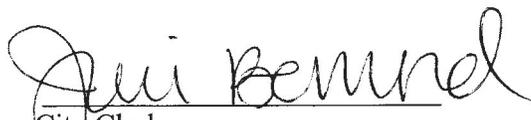


MAYOR  
United City of Yorkville  
Kendall, County, Illinois

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

PUBLISHED in The Beacon on November 17, 2024.  
RECORDED in the City's Records on November 15, 2024.

ATTEST:



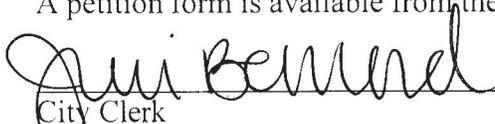
City Clerk  
United City of Yorkville  
Kendall County, Illinois

## Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS  
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 2024-54, adopted on November 12, 2024, the United City of Yorkville, Kendall County, Illinois (the "ENTITY"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$15,665,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the City. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by **1,667** or more electors of the City (being equal to 10% of the registered voters in the City), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the City Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the City as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City at the next election to be held under general election law on April 1, 2025. A petition form is available from the office of the City Clerk.

  
City Clerk  
United City of Yorkville  
Kendall County, Illinois

## CERTIFICATION

I, Jori Behland, do hereby certify that I am the duly elected, qualified and acting Clerk of the United City of Yorkville. I do further certify that the above and foregoing, identified as Ordinance Number 2024-54, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, passed by the City Council of the United City of Yorkville on the 12<sup>th</sup> day of November, 2024, and approved by the Mayor of the United City of Yorkville on the same said date, the original of which is part of the books and records within my control as Clerk of the United City of Yorkville.

Dated this 17<sup>th</sup> day of December, 2024.

## NO REFERENDUM CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified, and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the "ENTITY"), and as such officer I am the keeper of the books, records, files and journal of proceedings of the City and of the MAYOR and CITY COUNCIL of the City.

I do further certify that Ordinance Number 2024-54, being the Ordinance entitled: AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM (the "Ordinance") was presented to and passed by the MAYOR and CITY COUNCIL of the City at its legally convened meeting held on the 12<sup>th</sup> day of November, 2024 and signed by the MAYOR of the City on said day.

I do further certify that the Ordinance was duly and properly published in The Beacon, a newspaper published and of general circulation within the City, on the 17<sup>th</sup> day of November, 2024, being a date within ten days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the City of the question as set forth therein. Such petition forms were available from me continuously from November 17, 2024, up to and including December 16, 2024.

I do further certify that no Petition has been filed in my office within 30 days after publication of the ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the City.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the United City of Yorkville, Kendall County, Illinois, this 17<sup>th</sup> day of December 2024.

  
\_\_\_\_\_  
City Clerk  
United City of Yorkville  
Kendall County, Illinois

(SEAL)



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 6788
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail three copies of the Loan Application and two copies of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency  
Bureau of Water, Infrastructure Financial Assistance Section  
1021 North Grand Avenue East  
PO Box 19276  
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg . 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 4)
- Executive Compensation Data (5 Officer Form) (Pg. 5)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 6)
- Certification of Information on All Previous Pages (Pg. 7 ), including
  - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
  - Use of American Iron and Steel Products, and U.S. made Manufactured Products and Construction Materials (Pg. 3)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or [Heidi.Allen@illinois.gov](mailto:Heidi.Allen@illinois.gov)  
Financial questions: [Jacob.Poeschel@illinois.gov](mailto:Jacob.Poeschel@illinois.gov)  
Legal questions: [Stephanie.Flowers@illinois.gov](mailto:Stephanie.Flowers@illinois.gov)



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 6788
Date Received:

### APPLICANT INFORMATION

Applicant Name: United City of Yorkville

Applicant Address: 651 Prairie Pointe Drive

City: Yorkville

Zip+4: 60560-6500

County: Kendall

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_

Zip+4: \_\_\_\_\_

County: \_\_\_\_\_

Applicant type:  Municipal  County  Cooperative  Private  Other

If Other, enter type here \_\_\_\_\_

Public Water System Number IL0930250

Public Water System Name United City of Yorkville

Unique Entity ID Number E646HGMGZF83

U.S. Congressional District(s) 14

Illinois Representative District 75, 83

Illinois Senate District 38, 42

### PROJECT INFORMATION

Project Title: North Receiving Station and North Tank

Project Address: 3099 Lehman Crossing

City: Yorkville

Zip+4: 60560-6500

County: Kendall

County or Counties Served by Project: Kendall

U.S. Congressional District(s): 14

Same as applicant

Illinois Representative District: 83

Illinois Senate District: 42

Is this a multi-phased project?  Yes  No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Bart Olson

Title: City Administrator

Phone: (630) 553-8537  Cell  Office

Email: bolson@yorkville.il.us

Project Engineer

Name: Christopher Walton, P.E.

Firm: Engineering Enterprises, Inc.

Address: 52 Wheeler Road  
Sugar Grove, IL 60554

Phone: (630) 466-6700  Cell  Office

Email: cwalton@eeiweb.com

Attorney

Name: Kathleen Field Orr

Firm: Ottosen DiNolfo & Castaldo, Ltd.

Address: 1804 North Naper Boulevard  
Naperville, IL 60563

Phone: (630) 682-0085  Cell  Office

Email: kfo@ottosenlaw.com

Finance Director

Name: Rob Fredrickson

Firm: United City of Yorkville

Address: 651 Prairie Pointe Drive  
Yorkville, IL 60560

Phone: (630) 553-8534  Cell  Office

Email: rfredrickson@yorkville.il.us

Other (describe role)

Name:

Firm:

Address:

Phone:  Cell  Office

Email:



4. List any other proposed sources of funding in addition to the PWSLP request

Source	Amount	Applied for	Approved	Received
N/A		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**LOAN REPAYMENT PERIOD AND PLEDGED REVENUES**

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

Revenues pledged to repay the proposed financing agreement (i.e., loan) include (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule "places of eating" tax imposed and collected by the City and deposited into the City's Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

6. Loan repayment period requested 30 years

**SYSTEM INFORMATION**

7. Active service connections.  Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential	8,140	\$35.35	\$35.35
Commercial	370	\$122.35	\$122.35
Industrial	46	\$484.85	\$484.85
Other	45	\$252.85	\$252.85
Total	8,601	\$894.40	\$894.40

8. User charges. Please provide the following dates:

When did current user charges go into effect? 5/1/2024

What is the effective date for the projected monthly user charges? 5/1/2025



14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

Projected EPA WIFIA Loan \$127,451,915	Projected 2025 Bond \$25,000,000
The anticipated revenue sources for repayment are net revenues of the Water system, local places of eating tax proceeds and the Water Fund's reserve. PWSLP financing would be subordinate to this proposed debt.	

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.	AA	n/a	AA+
Revenue	n/a	n/a	n/a

**PROPERTY TAX INFORMATION**

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

	Year	
Assessed Value of Property		
Market Value of Property		
Property Tax Revenues Levied		
Property Taxes Collected		
Property Tax Collection Rate		

**SALES TAX INFORMATION**

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

**ALL** applicants must complete the following.

18. Start of system fiscal year May 1 \_\_\_\_\_
19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx). You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
  - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
  - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
  - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

The projected revenue sources to fulfill loan repayments consists of net revenues from the Water System, proceeds from the local places of eating tax, and Water Fund reserves. Financial analysis indicates that the cash flows will be sufficient to support this project, as outlined by the following key points:

**Current Water Fund Reserves:** The Water Fund Reserves are approximately \$8.93 million at FYE 2024, providing a strong financial foundation.

**Expected Growth in Water Sales Revenue:** Water sales are projected to increase by 15% to 25% over the next five fiscal years. This growth is anticipated through a combination of customer base expansion and water rate increases, which will generate additional revenue to support loan repayment.

**Recent Water Rate Adjustment:** The City has approved a water rate increase for Fiscal Year 2025, which became effective on May 1, 2024. The base rate, which covers the first 350 cubic feet of water usage, was increased from \$24 to \$33. In addition, the volumetric rate, which applies to every 100 cubic feet of usage above 350, was increased from \$4.80 to \$5.80. This rate adjustment is projected to yield an additional \$960,000 in revenue, bringing the total expected water sales for FY 2025 to \$5.4 million.

**Ongoing Water Rate Study:** To ensure sustainable revenue growth, the City is conducting a comprehensive water rate study. This study, scheduled for completion by the end of 2024, aims to develop a multi-year rate plan that aligns with future financial requirements. Approval of the multi-year rate plan is expected by early 2025.

**Retirement of Debt Obligations:** The 2014C Refunding Bond will be retired in FY 2025, and an IEPA Loan will be fully repaid in FY 2027.

Together, these factors support a strong financial outlook, indicating that the projected revenue streams and available reserves within the Water Fund are well-aligned to meet the loan repayment obligations associated with this project.

## ATTACHMENTS

- Item Attached?** Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.
- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
  - Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
  - Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA PWSLP Financial Capability Review Criteria instructions for additional information.
  - If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
  - Amortization schedules for all debt obligations listed in #13.
  - Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages). The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Stephanie Flowers at [Stephanie.Flowers@illinois.gov](mailto:Stephanie.Flowers@illinois.gov) to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
  - Water rate ordinances defining user charges. Alternatively, provide the website address.
  - Signed tax certificate and agreement ([www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx)).
  - Corporate resolution to apply, borrow, and to grant security (required for corporations).
  - Federal non-profit certification (required for non-profit applicants).
  - If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
  - Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

**Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.**

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: \_\_\_\_\_

Source of funds: \_\_\_\_\_

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the City of Yorkville will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 6788 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404		
IL Dept. of Trans.		
County Highway		
Other	IEPA Permit TBD	

Acknowledgment of Federal Build America, Buy America Act (BABAA) and American Iron and Steel Requirements (AIS)

1. I am aware that all iron and steel products along with manufactured products and construction materials used for this project must be produced in the United States. This applies to all portions of the project.
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.
3. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
4. I understand that construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred within the United States.
5. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the BABAA and AIS requirements.

Information regarding the Build America, Buy America Act and the American Iron and Steel Requirements is available on IEPA's website, <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages/default.aspx>, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - o *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - o *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - o *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - o *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - o *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: United City of Yorkville

Business Name: United City of Yorkville

Taxpayer Identification Number:

Social Security Number: \_\_\_\_\_

or

Employer Identification Number: 36-6006169

Legal Status (check one):

- |   |   |
|---|---|
| <input type="radio"/> Individual  | <input checked="" type="radio"/> Governmental                     |
| <input type="radio"/> Sole Proprietor   | <input type="radio"/> Nonresident alien                           |
| <input type="radio"/> Partnership   | <input type="radio"/> Estate or trust                             |
| <input type="radio"/> Legal Services Corporation  | <input type="radio"/> Pharmacy (Non-Corp.)                        |
| <input type="radio"/> Tax-exempt  | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.)      |
| <input type="radio"/> Corporation providing or billing medical and/or health care services            | Limited Liability Company (select applicable tax classification): |
| <input type="radio"/> Corporation <b>NOT</b> providing or billing medical and/or health care services | <input type="radio"/> D = disregarded entity                      |
|   | <input type="radio"/> C = corporation                             |
|   | <input type="radio"/> P = partnership                             |

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

Date: \_\_\_\_\_

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

Unique Entity ID: E646HGMGZF83

CCR/Cage Number: 7VUG5

Loan Recipient Name: United City of Yorkville

Name of Project: North Receiving Station and North Tank

Federal Reporting Contact Information:

Name: Bart Olson

Phone: (630) 553-8537

Email: bolson@yorkville.il.us

**Requirements to report five most highly compensated officers:**

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2024, United City of Yorkville  
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

City Administrator

Signature

Title

Date

B. The five most highly compensated officers of \_\_\_\_\_ are:

Name	Compensation Amount <sup>1</sup>

<sup>1</sup> Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE  
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the United City of Yorkville authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of the United City of Yorkville that City Administrator Bart Olson is hereby authorized to sign all loan application forms and documents.

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature

Date

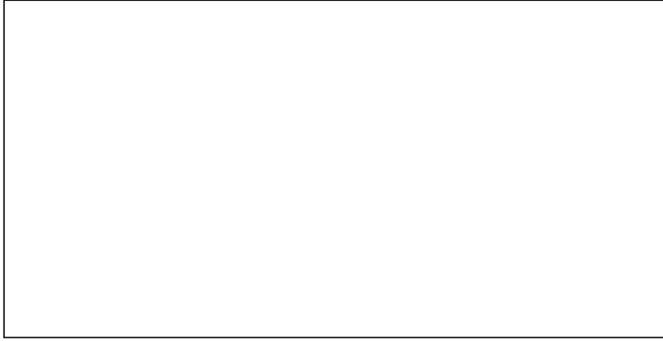
John Purcell

Mayor

Printed Name

Title

Certified to be a true and accurate copy, passed and adopted on the above date.



Signature & Stamp/Seal of Notary Public

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES  
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Bart Olson, hereby verify that the above information is, to the best of my knowledge, true and correct.

<hr/>	
Signature of Authorized Representative	Date
Bart Olson	City Administrator
<hr/>	
Printed Name	Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; height: 150px; width: 100%;"></div>	
Signature & Stamp/Seal	

APPENDIX A  
PERMITS

Permits to be provided to IEPA upon receipt.

APPENDIX B  
SINGLE AUDIT REPORT

# UNITED CITY OF YORKVILLE, ILLINOIS

---

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED  
APRIL 30, 2021

# UNITED CITY OF YORKVILLE, ILLINOIS

## TABLE OF CONTENTS

---

---

<b>SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	1
<b>NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	2
<b>REPORTS OF INDEPENDENT AUDITORS</b>	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	4
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance and on the Schedule of Expenditures of Federal Awards	6
<b>SCHEDULE OF FINDINGS AND QUESTIONED COSTS</b>	9

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Expenditures of Federal Awards  
For the Year Ended April 30, 2021

Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures	Amount Provided to Subrecipients
Department of Housing and Urban Development	Illinois Department of Commerce and Economic Development	Community Development Block Grant	14.228	B-13-DC-17-0001	\$ 334,250 *	\$ 334,250
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	3,315	-
Department of Transportation	Illinois Department of Transportation	National Highway Traffic Safety Administration Discretionary Safety	20.614	HS-21-0138	2,877	-
Department of Treasury	Illinois Department of Commerce and Economic Development	Coronavirus Relief Funds	21.019	20495064	784,715	-
		Coronavirus Relief Funds	21.019	20488027	400,000	400,000
				<b>Total 21.019</b>	<b>1,184,715 *</b>	<b>400,000</b>
National Endowment for the Humanities	Illinois Secretary of State	Grants to States CARES Act	45.310	21-5161-PPE	827	-
Excutive Office of the President	N/A	High Intensity Drug Trafficking Areas Program	95.001	N/A	26,252	-
TOTAL FEDERAL AWARDS EXPENDED					<u>1,552,236</u>	<u>734,250</u>

\*Denotes major federal program

See accompanying notes to the schedule of expenditures of federal awards.

**UNITED CITY OF YORKVILLE, ILLINOIS**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**April 30, 2021**

---

---

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City under programs of the federal government for the year ended April 30, 2021. The information in this Schedule is presented in accordance with the requirements of Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Expenditures**

Expenditures reported on the Schedule are reported on the accrual basis of accounting.

**Pass-Through Entities**

Pass-through entity identifying numbers are presented on the Schedule where available.

**NOTE 3 – 10% DE MINIMIS INDIRECT COST RATE**

The City has selected to use the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

**NOTE 4 – SUBRECIPIENT RELATIONSHIPS**

The City provided CFDA #14.228 Community Development Block Grant federal awards to the following:

AGJS (Tiki Tan): \$8,000  
Brenart Eye Clinic: \$25,000  
COPA (Salsa Verde): \$25,000  
Mike & Denise's: \$25,000  
Heartland School: \$25,000  
Harmony Aesthetics: \$7,500  
White Water Ice Cream: \$20,000  
Duy's Shoes: \$25,000  
Idea Marketing Group: \$17,750  
Fast Burrito: \$25,000  
Ginger & Soul: \$14,500  
Idea Pro's: \$25,000  
NDB Enterprises (Sunfield's): \$25,000  
Taekwondo Korea Center: \$25,000  
Treasure Breads: \$16,500  
Baek Lee (BH Martial Arts): \$25,000

**UNITED CITY OF YORKVILLE, ILLINOIS**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**April 30, 2021**

---

---

**NOTE 4 – SUBRECIPIENT RELATIONSHIPS – Continued**

The City provided CFDA #21.019 Coronavirus Relief Funds federal awards to the following:

American Tire & Auto: \$4,775  
MNO Fitness: \$15,000  
RHS Yorkville - Arby's: \$5,000  
AXT Jiu-Jitsu: \$14,600  
Burnt Barrel: \$12,500  
Cocina Madre: \$5,000  
Dairy Queen: \$2,500  
Direct Sign Systems: \$10,000  
Duy Shoe's: \$5,000  
Exmplify Health Center: \$10,000  
Flight Team: \$19,000  
The Heartland School: \$5,000  
Mike & Denise's Pizza: \$5,000  
L&Y Nail, Inc.: \$2,425  
Paradise Cove: \$15,000  
Parma Pizza Bar: \$15,000  
Patelli's Yorkville: \$8,500  
Pepe's Mexican Grill: \$19,000  
Grand True Value Rental: \$4,300  
Cornish Chiro: \$10,000  
Grace Hollistic: \$15,000  
Razor Sharp Barber Shop: \$12,000  
Roadhouse: \$12,500  
Rowdy's: \$12,500  
Sense of Samadhi: \$10,000  
Smokey's: \$5,000  
Southbank Original BBQ: \$12,500  
Sterchi Chiropractic: \$15,000  
We Grow Kids: \$5,000  
Yorkville Auto Body: \$10,000  
White Water Ice Cream (Foxy's): \$2,500  
Harmony Aesthetics: \$10,600  
Heritage Home Décor: \$15,00  
Lighthouse Centers: \$5,000  
Little Learner: \$5,000  
The Idea Pros: \$5,000  
NCG Movie Theater: \$15,000  
Prairie Garden Dental: \$10,000  
BH Martial Arts: \$5,000  
Advanced Physical Medicine: \$15,000  
Reichert Medical: \$10,000  
The Scrap Cabana: \$4,800



**INDEPENDENT AUDITORS' 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 19, 2021

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, Illinois, as of and for the year ended April 30, 2021, 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 19, 2021.

*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) to determine the 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 may exist that have not been identified.

*Compliance and Other Matters*

As part of obtaining reasonable assurance about whether the City's financial statements are free of 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 material effect on the determination of financial statement amounts. 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*.

We noted certain other matters that we reported to management of the City in a separate letter dated October 19, 2021.

*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 *Governmental 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



**INDEPENDENT AUDITORS' REPORT  
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE  
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

October 19, 2021

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

*Report on Compliance for Each Major Federal Program*

We have audited the United City of Yorkville, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended April 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

*Management Responsibility*

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

*Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and Uniform Guidance required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

### *Opinion on Each Major Federal Program*

In our opinion, the United City of Yorkville, Illinois complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended April 30, 2021.

### *Report on Internal Control over Compliance*

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

*Schedule of Expenditures of Federal Awards*

We have audited 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, Illinois as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated October 19, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is 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 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, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs  
Year Ended April 31, 2021**

---

**SECTION 1 – SUMMARY OF AUDITOR’S RESULTS**

**Financial Statements**

Type of auditor’s report issued on the financial statements: Unmodified

Internal control over financial reporting:  
Material weakness(es) identified: No  
Significant deficiencies identified: No

Noncompliance material to the financial statements noted: No

**Federal Awards**

Type of auditor’s report issued on compliance for major programs: Unmodified

Internal control over major programs:  
Material weakness(es) identified: No  
Significant deficiencies identified: No

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a): No

Major programs identified:

<u>CFDA Number(s)</u>	<u>Name of Federal Program/Cluster</u>
14.228	Community Development Block Grant
21.019	Coronavirus Relief Funds

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee: No

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS**

**None**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

**None**

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Schedule of Findings and Questioned Costs – Continued  
Year Ended April 30, 2021**

---

**SECTION 4 – PRIOR YEAR AUDIT FINDINGS**

**None**

**APPENDIX C**  
**AUDITED FINANCIAL STATEMENT LINK**

United City of Yorkville

Illinois PWSLP Loan Application

Attachment – Audited Financial Statements

The most recent audited financial statement can be found on the following website:

<https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/5902>

APPENDIX D  
FINANCIAL PROJECTIONS  
(ITEMS 14 & 19)

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
<b><u>WATER FUND - 51</u></b>										
51-000-40-00-4085	PLACES OF EATING TAX	\$ -	\$ -	\$ 350,000	\$ 241,229	700,000	714,000	728,280	742,846	757,703
51-000-41-00-4160	FEDERAL GRANTS	-	-	-	225,000	300,000	300,000	-	-	-
51-000-41-00-4166	DCEO - GENERAL INFRA GRANT	-	-	-	100,000	-	-	-	-	-
51-000-44-00-4424	WATER SALES	3,447,225	3,919,451	3,965,500	4,440,648	5,400,000	6,480,000	7,452,000	8,942,400	10,730,880
51-000-44-00-4425	BULK WATER SALES	6,050	-	5,000	-	5,000	5,000	5,000	5,000	5,000
51-000-44-00-4426	LATE PENALTIES - WATER	140,331	163,256	168,920	180,971	206,297	242,013	274,231	323,310	382,089
51-000-44-00-4430	WATER METER SALES	209,245	201,210	100,000	226,203	200,000	125,000	125,000	125,000	125,000
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	858,759	896,683	919,790	926,414	947,600	966,552	985,883	1,005,601	1,025,713
51-000-44-00-4450	WATER CONNECTION FEES	283,084	594,585	300,000	985,872	300,000	230,000	230,000	230,000	230,000
51-000-45-00-4500	INVESTMENT EARNINGS	2,030	44,220	35,000	422,704	300,000	150,000	150,000	60,000	175,000
51-000-45-00-4555	UNREALIZED GAIN(LOSS)	(29,663)	6,819	-	16,438	-	-	-	-	-
51-000-46-00-4662	REIMB - YBSD	-	-	48,500	59,574	550,000	-	-	-	-
51-000-46-00-4664	REIMB - ILLINOIS RTE 47 (IDOT)	-	-	-	40,706	1,090,000	-	-	-	-
51-000-46-00-4665	REIMB - LINCOLN PRAIRIE	-	-	-	179,336	9,295,000	-	-	-	-
51-000-46-00-4690	REIMB - MISCELLANEOUS	2,920	2,021	-	10,681	-	-	-	-	-
51-000-48-00-4820	RENTAL INCOME	102,305	105,351	108,134	119,395	110,996	113,938	116,962	120,072	123,269
51-000-48-00-4850	MISCELLANEOUS INCOME	3,645	1,526	1,000	3,142	2,000	2,000	2,000	2,000	2,000
	<b>Water Fund Revenues</b>	<b>\$ 5,025,931</b>	<b>\$ 5,935,122</b>	<b>\$ 6,001,844</b>	<b>\$ 8,178,313</b>	<b>\$ 19,406,893</b>	<b>\$ 9,328,503</b>	<b>\$ 10,069,356</b>	<b>\$ 11,556,229</b>	<b>\$ 13,556,654</b>
51-000-49-00-4900	BOND PROCEEDS	-	-	9,265,000	9,985,000	22,735,000	-	8,545,565	-	-
51-000-49-00-4903	PREMIUM ON BOND ISSUANCE	-	-	818,705	112,744	338,835	-	-	-	-
51-000-49-00-4905	IEPA LOAN PROCEEDS	-	-	-	-	-	-	-	-	-
51-000-49-00-4908	LOAN PROCEEDS - WIFIA	-	-	-	-	5,500,000	47,912,800	40,185,600	28,277,600	3,601,600
51-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	-	-	-	18,000	-	60,000	60,000
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	104,558	104,209	104,627	104,627	104,034	55,366	54,738	54,948	55,087
51-000-49-00-4952	TRANSFER FROM SEWER	75,675	73,650	74,125	74,125	69,525	-	-	-	-
	<b>Other Financing Sources</b>	<b>\$ 180,233</b>	<b>\$ 177,859</b>	<b>\$ 10,262,457</b>	<b>\$ 10,276,496</b>	<b>\$ 28,747,394</b>	<b>\$ 47,986,166</b>	<b>\$ 48,785,903</b>	<b>\$ 28,392,548</b>	<b>\$ 3,716,687</b>
	<b>Total Water Fund Revenues &amp; Transfers</b>	<b>\$ 5,206,164</b>	<b>\$ 6,112,981</b>	<b>\$ 16,264,301</b>	<b>\$ 18,454,809</b>	<b>\$ 48,154,287</b>	<b>\$ 57,314,669</b>	<b>\$ 58,855,259</b>	<b>\$ 39,948,777</b>	<b>\$ 17,273,341</b>
<b>Water Operations Department</b>										
51-510-50-00-5010	SALARIES & WAGES	\$ 475,333	\$ 509,509	\$ 576,000	\$ 534,605	\$ 643,137	\$ 675,294	\$ 712,435	\$ 733,808	\$ 755,822
51-510-50-00-5015	PART-TIME SALARIES	3,488	-	15,000	-	45,000	45,000	45,000	45,000	45,000
51-510-50-00-5020	OVERTIME	9,715	9,989	22,000	14,206	20,000	20,000	12,000	12,000	12,000
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	49,803	41,607	40,209	34,455	39,151	40,953	43,901	46,613	49,371
51-510-52-00-5214	FICA CONTRIBUTION	35,808	38,610	45,058	40,531	52,391	55,011	58,037	59,778	61,571
51-510-52-00-5216	GROUP HEALTH INSURANCE	107,445	160,488	174,548	178,588	175,122	191,744	207,084	223,651	241,543
51-510-52-00-5222	GROUP LIFE INSURANCE	781	803	909	836	907	929	938	947	956
51-510-52-00-5223	DENTAL INSURANCE	8,579	12,026	12,759	8,231	13,447	13,084	13,738	14,425	15,146
51-510-52-00-5224	VISION INSURANCE	1,275	1,483	1,705	1,587	1,649	1,682	1,732	1,784	1,838
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	1,479	2,080	2,000	1,833	3,000	3,000	3,000	3,000	3,000

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-52-00-5231	LIABILITY INSURANCE	29,294	34,293	38,641	35,028	38,022	40,303	42,721	45,284	48,001
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	126,596	133,075	138,174	138,174	108,735	114,172	120,451	124,065	127,787
51-510-54-00-5402	BOND ISSUANCE COSTS	-	-	528,705	93,038	250,000	-	-	-	-
51-510-54-00-5404	WATER METER REPLACEMENT PROGRAM	-	-	900,000	-	800,000	1,000,000	1,000,000	-	-
51-510-54-00-5412	TRAINING & CONFERENCES	2,079	3,027	9,200	3,986	9,200	9,200	9,200	9,200	9,200
51-510-54-00-5415	TRAVEL & LODGING	34	1,322	4,000	1,172	4,000	4,000	4,000	4,000	4,000
51-510-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	453	8,147	1,112	756	-	11,296	-	-	12,344
51-510-54-00-5426	PUBLISHING & ADVERTISING	-	743	500	1,851	1,000	1,000	1,000	1,000	1,000
51-510-54-00-5429	WATER SAMPLES	8,167	11,952	8,500	12,383	12,000	17,000	12,000	12,000	17,000
51-510-54-00-5430	PRINTING & DUPLICATING	3,690	3,579	3,250	3,191	3,250	3,250	3,250	3,250	3,250
51-510-54-00-5437	VEHICLE MAINTENANCE CHARGEBACK	-	-	-	-	-	-	13,848	12,338	12,833
51-510-54-00-5440	TELECOMMUNICATIONS	47,954	57,531	50,000	84,924	60,000	60,000	60,000	60,000	60,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	305,648	333,372	360,000	306,536	360,000	360,000	360,000	360,000	110,000
51-510-54-00-5448	FILING FEES	1,541	1,076	2,500	932	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5452	POSTAGE & SHIPPING	18,075	23,855	25,000	26,208	28,000	29,000	30,000	31,000	32,000
51-510-54-00-5453	BUILDINGS & GROUNDS CHARGEBACK	10,843	19,316	27,290	27,290	23,045	24,363	25,836	39,034	27,665
51-510-54-00-5460	DUES & SUBSCRIPTIONS	3,821	1,640	2,500	1,820	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5462	PROFESSIONAL SERVICES	134,702	101,155	160,000	106,976	175,000	173,750	112,500	117,500	112,500
51-510-54-00-5465	ENGINEERING SERVICES	131,407	2,420	137,500	44,062	195,000	99,000	103,000	107,000	111,000
51-510-54-00-5480	UTILITIES	329,524	172,599	337,638	381,204	365,700	387,642	410,901	435,555	461,688
51-510-54-00-5483	JULIE SERVICES	4,002	3,439	4,500	3,777	4,500	4,500	4,500	4,500	4,500
51-510-54-00-5485	RENTAL & LEASE PURCHASE	3,459	2,201	2,500	1,548	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5488	OFFICE CLEANING	1,270	1,260	1,465	1,480	1,801	1,897	9,000	9,450	9,923
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	12,141	9,927	12,000	11,302	12,000	12,000	8,040	6,000	6,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	12,709	24,942	10,000	6,886	15,000	15,000	15,000	15,000	15,000
51-510-54-00-5498	PAYING AGENT FEES	1,299	943	900	1,299	16,300	16,300	16,300	16,800	16,800
51-510-54-00-5499	BAD DEBT	1,571	984	5,000	1,800	10,000	10,000	10,000	10,000	10,000
51-510-56-00-5600	WEARING APPAREL	4,484	8,658	9,000	5,457	9,000	9,000	9,000	9,000	9,000
51-510-56-00-5620	OPERATING SUPPLIES	9,651	7,032	17,000	11,487	12,000	12,000	12,000	12,000	12,000
51-510-56-00-5628	VEHICLE MAINTENANCE SUPPLIES	3,287	2,123	2,500	1,698	2,500	2,500	2,500	2,500	2,500
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	4,326	2,776	4,000	7,413	10,500	4,000	4,000	4,000	4,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	167,223	178,195	199,500	235,677	231,000	242,550	254,678	267,412	100,000
51-510-56-00-5640	REPAIR & MAINTENANCE	28,090	23,467	27,500	43,666	27,500	27,500	27,500	27,500	27,500
51-510-56-00-5664	METERS & PARTS	235,749	222,285	175,000	269,724	225,000	150,000	150,000	150,000	150,000
51-510-56-00-5665	JULIE SUPPLIES	1,196	2,867	3,000	2,289	3,000	3,000	3,000	3,000	3,000
51-510-56-00-5670	LAKE MICHIGAN WATER (DWC)	-	-	-	-	-	-	-	-	5,690,496
51-510-56-00-5695	GASOLINE	25,999	23,796	32,100	28,247	28,890	30,912	33,076	35,391	37,868
51-510-60-00-6011	WATER SOURCING - DWC	-	168,231	2,480,000	2,144,364	10,311,000	48,740,000	47,146,000	32,654,200	872,200
51-510-60-00-6015	WATER TOWER REHABILITATION	21,619	13,389	550,000	657,844	20,000	-	-	-	-
51-510-60-00-6020	BUILDING IMPROVEMENTS	-	-	-	-	100,000	-	17,000	-	-
51-510-60-00-6022	WELL REHABILITATIONS	68,498	267,815	53,500	293,096	-	-	-	-	-

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-60-00-6024	LINCOLN PRAIRIE IMPROVEMENTS	-	-	-	179,336	9,295,000	-	-	-	-
51-510-60-00-6025	WATER MAIN REPLACEMENT PROGRAM	807,678	1,365,999	3,874,500	6,222,486	5,461,127	4,176,000	3,318,000	3,516,000	1,872,000
51-510-60-00-6029	WELL #10 / MAIN & TREATMENT PLANT	-	7,485	3,529,000	231,991	6,197,000	748,000	-	-	-
51-510-60-00-6035	RTE 47 IMPROV (WATER PARK WAY / JERICHO)	-	-	-	40,706	1,090,000	-	-	-	-
51-510-60-00-6039	RTE 47 IMPROV (KENNEDY / WATER PARK WAY)	-	-	-	-	931,000	-	-	-	-
51-510-60-00-6044	RTE 47 IMPROV (RTE 71 / CATON FARM)	-	-	-	-	308,000	3,273,000	-	-	-
51-510-60-00-6059	US 34 (IL 47 / ORCHARD RD) PROJECT	-	-	23,000	23,709	-	-	-	-	-
51-510-60-00-6060	EQUIPMENT	-	10,940	87,000	-	57,000	-	7,000	-	7,000
51-510-60-00-6065	BEAVER STREET BOOSTER STATION	190,424	103,554	-	13,260	-	-	-	-	-
51-510-60-00-6066	RTE 71 WATERMAIN REPLACEMENT	-	-	12,025	-	13,000	-	-	-	-
51-510-60-00-6068	WELL #7 STANDBY GENERATOR	-	-	35,000	8,406	560,000	-	-	-	-
51-510-60-00-6070	VEHICLES	-	133,664	48,000	48,437	-	82,666	60,000	160,000	140,000
51-510-60-00-6079	ROUTE 47 EXPANSION	45,372	18,905	-	-	-	-	-	-	-
51-510-60-00-6081	CATION EXCHANGE MEDIA REPLACEMENT	2,912	2,108	-	-	-	-	-	-	-
51-510-75-00-7505	DEVELOPER COMMITMENT	-	-	136,795	-	-	-	-	-	-
<b>Debt Service - 2015A Bond</b>										
51-510-77-00-8000	PRINCIPAL PAYMENT	312,545	323,576	338,284	338,284	349,315	158,111	161,788	169,142	176,496
51-510-77-00-8050	INTEREST PAYMENT	128,254	117,169	102,809	102,809	89,278	75,305	68,981	62,509	55,743
<b>Debt Service - WIFIA Loan</b>										
51-510-83-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-83-00-8050	INTEREST PAYMENT	-	-	-	-	146,667	625,360	1,079,776	1,342,688	1,475,523
<b>Debt Service - 2016 Refunding Bond</b>										
51-510-85-00-8000	PRINCIPAL PAYMENT	1,040,000	915,000	-	-	-	-	-	-	-
51-510-85-00-8050	INTEREST PAYMENT	58,650	27,450	-	-	-	-	-	-	-
<b>Debt Service - 2023A Bond</b>										
51-510-86-00-8000	PRINCIPAL PAYMENT	-	-	-	-	150,000	165,000	170,000	180,000	190,000
51-510-86-00-8050	INTEREST PAYMENT	-	-	260,918	185,758	451,844	444,344	436,094	427,594	418,594
<b>Debt Service - 2024 Bond</b>										
51-510-88-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-88-00-8050	INTEREST PAYMENT	-	-	-	-	-	1,582,567	973,888	973,888	973,888
<b>Debt Service - IEPA Loan L17-156300</b>										
51-510-89-00-8000	PRINCIPAL PAYMENT	109,743	112,503	115,333	115,333	118,235	121,209	61,744	-	-
51-510-89-00-8050	INTEREST EXPENSE	15,288	12,527	9,697	9,697	6,795	3,821	772	-	-
<b>Debt Service - 2026 Bond</b>										
51-510-90-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-90-00-8050	INTEREST PAYMENT	-	-	-	-	-	-	-	636,553	391,725
<b>Debt Service - 2014C Refunding Bond</b>										
51-510-94-00-8000	PRINCIPAL PAYMENT	135,000	135,000	140,000	140,000	135,000	-	-	-	-
51-510-94-00-8050	INTEREST PAYMENT	16,350	12,300	8,250	8,250	4,050	-	-	-	-
<b>Water Fund Expenses</b>		<b>\$ 5,316,323</b>	<b>\$ 5,948,207</b>	<b>\$ 15,934,774</b>	<b>\$ 13,481,919</b>	<b>\$ 39,837,558</b>	<b>\$ 64,124,715</b>	<b>\$ 57,473,709</b>	<b>\$ 43,204,859</b>	<b>\$ 15,015,771</b>

Account Number	Description	FY 2022	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		Actual	Actual	Adopted	Actual	Adopted	Projected	Projected	Projected	Projected
51-510-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	-	-	97,224	-	368,675	892,911	892,744	893,493	893,410
	Other Financing Uses	\$ -	\$ -	\$ 97,224	\$ -	\$ 368,675	\$ 892,911	\$ 892,744	\$ 893,493	\$ 893,410
	<b>Total Water Fund Expenses</b>	\$ 5,316,323	\$ 5,948,207	\$ 15,934,774	\$ 13,481,919	\$ 39,837,558	\$ 64,124,715	\$ 57,473,709	\$ 43,204,859	\$ 15,015,771
	Transfers In	\$ 180,233	\$ 177,859	\$ 10,262,457	\$ 10,276,496	\$ 28,747,394	\$ 47,986,166	\$ 48,785,903	\$ 28,392,548	\$ 3,716,687
	(Transfers Out)	-	-	(97,224)	-	(368,675)	(892,911)	(892,744)	(893,493)	(893,410)
	<b>Water Fund Net Transfers</b>	\$ 180,233	\$ 177,859	\$ 10,165,233	\$ 10,276,496	\$ 28,378,719	\$ 47,093,255	\$ 47,893,159	\$ 27,499,055	\$ 2,823,277
	<b>Surplus(Deficit)</b>	(110,159)	164,774	232,303	4,972,890	7,948,054	(7,702,957)	488,806	(4,149,575)	1,364,160
	<b>Ft</b>	\$ 3,791,199	\$ 3,955,973	\$ 4,085,790	\$ 8,928,863	\$ 16,876,917	\$ 9,173,960	\$ 9,662,766	\$ 5,513,191	\$ 6,877,351
		71.31%	66.51%	25.49%	66.23%	41.98%	14.11%	16.56%	12.50%	43.23%

APPENDIX E  
DEBT SERVICE  
SCHEDULE

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Water Fund  
Long-Term Debt Requirements**

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

**Total Outstanding at April 30, 2024**

Date of Maturity	December 30, 2024
Date of Issuance	August 5, 2014
Authorized Issue	November 24, 5431
Interest Rates	2.00% - 3.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	Refunding of Series 2005C Bonds

**PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2024 - 2025	135,000	4,050	139,050	2024	2,025	2024	2,025
	<u>135,000</u>	<u>4,050</u>	<u>139,050</u>		<u>2,025</u>		<u>2,025</u>

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund  
Long-Term Debt Requirements**

**IEPA (L17 - 156300) Loan Payable of 2007**

**Total Outstanding at April 30, 2024**

Date of Maturity	August 9, 2026
Date of Issuance	November 9, 2006
Authorized Issue	\$1,889,244
Interest Rate	2.50%
Interest Dates	August 9th and February 9th
Principal Maturity Dates	August 9th and February 9th
Payable at	Illinois Environmental Protection Agency
Purpose	Drinking Water Loan

**PRINCIPAL AND INTEREST REQUIREMENTS**

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	Aug 9th	Amount	Feb 9th	Amount
2024 - 2025	118,235	6,795	125,030	2024	3,765	2025	3,030
2025 - 2026	121,209	3,821	125,030	2025	2,287	2026	1,534
2026 - 2027	61,744	772	62,516	2026	772	2027	-
	<u>\$ 301,188</u>	<u>\$ 11,388</u>	<u>\$ 312,576</u>		<u>\$ 6,824</u>		<u>\$ 4,564</u>

UNITED CITY OF YORKVILLE, ILLINOIS

Water Fund  
Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bond of 2023A

Total Outstanding at April 30, 2024

Date of Maturity	December 30, 2053
Date of Issuance	August 2, 2023
Authorized Issue	\$9,985,000
Interest Rates	4.25% - 5.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	2023 Water Main Replacement Program & Well #10 Rehabilitation and Raw Water Main

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2024 - 2025	150,000	451,844	601,844	2024	225,922	2024	225,922
2025 - 2026	165,000	444,344	609,344	2025	222,172	2025	222,172
2026 - 2027	170,000	436,094	606,094	2026	218,047	2026	218,047
2027 - 2028	180,000	427,594	607,594	2027	213,797	2027	213,797
2028 - 2029	190,000	418,594	608,594	2028	209,297	2028	209,297
2029 - 2030	200,000	409,094	609,094	2029	204,547	2029	204,547
2030 - 2031	210,000	399,094	609,094	2030	199,547	2030	199,547
2031 - 2032	220,000	388,594	608,594	2031	194,297	2031	194,297
2032 - 2033	230,000	377,594	607,594	2032	188,797	2032	188,797
2033 - 2034	240,000	366,094	606,094	2033	183,047	2033	183,047
2034 - 2035	260,000	354,094	614,094	2034	177,047	2034	177,047
2035 - 2036	270,000	341,094	611,094	2035	170,547	2035	170,547
2036 - 2037	280,000	327,594	607,594	2036	163,797	2036	163,797
2037 - 2038	295,000	313,594	608,594	2037	156,797	2037	156,797
2038 - 2039	305,000	298,844	603,844	2038	149,422	2038	149,422
2039 - 2040	325,000	283,594	608,594	2039	141,797	2039	141,797
2040 - 2041	340,000	270,594	610,594	2040	135,297	2040	135,297
2041 - 2042	350,000	256,994	606,994	2041	128,497	2041	128,497
2042 - 2043	365,000	241,944	606,944	2042	120,972	2042	120,972
2043 - 2044	385,000	226,249	611,249	2043	113,124	2043	113,124
2044 - 2045	400,000	209,694	609,694	2044	104,847	2044	104,847
2045 - 2046	415,000	192,694	607,694	2045	96,347	2045	96,347
2046 - 2047	435,000	175,056	610,056	2046	87,528	2046	87,528
2047 - 2048	450,000	156,569	606,569	2047	78,284	2047	78,284
2048 - 2049	470,000	137,444	607,444	2048	68,722	2048	68,722
2049 - 2050	490,000	117,469	607,469	2049	58,734	2049	58,734
2050 - 2051	515,000	96,031	611,031	2050	48,016	2050	48,016
2051 - 2052	535,000	73,500	608,500	2051	36,750	2051	36,750
2052 - 2053	560,000	50,094	610,094	2052	25,047	2052	25,047
2053 - 2054	585,000	25,594	610,594	2053	12,797	2053	12,797
	\$ 9,985,000	\$ 8,267,674	\$ 18,252,674		\$ 4,133,837		\$ 4,133,837

APPENDIX F  
Water Rates

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

---

**ORDINANCE NO. 2024-13**

---

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
AMENDING WATER SERVICE RATES**

Passed by the City Council of the  
United City of Yorkville, Kendall County, Illinois  
This 23<sup>rd</sup> day of April, 2024

Published in pamphlet form by the  
authority of the Mayor and City Council  
of the United City of Yorkville, Kendall  
County, Illinois on April 26, 2024.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
AMENDING WATER SERVICE RATES**

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

**WHEREAS**, expenses to be paid by the City’s water fund include operational expenses and expenses incurred in expansion of the water system, namely repayment of bonds; and

**WHEREAS**, the City has planned future water infrastructure projects that are anticipated to cause a water fund deficit; and

**WHEREAS**, to diminish the anticipated water fund deficit, the City now desires to increase the water service rates; and

**WHEREAS**, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of providing such services.

**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 recitals shall be and are hereby incorporated as findings of fact as if set forth herein.

*Section 2.* That Title 7 of Chapter 5, Section 7-5-5-1A2. of the Yorkville City Code is hereby amended to read as follows:

“2. The water rates shall be:

\$33.00 up to 350 cubic feet of usage, effective May 1, 2024

\$5.80 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2024.”

*Section 3.* This Ordinance shall be in full force and effect on May 1, 2024, after its passage, approval, and publication as provided by law.

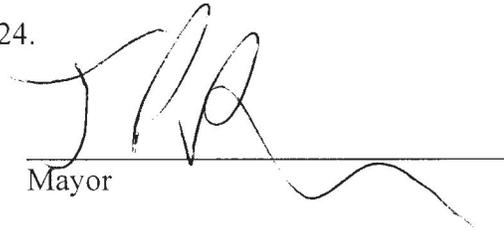
*Passed* by the City Council of the United City of Yorkville, Kendall County,

Illinois this 23<sup>rd</sup> day of April, 2024.

  
CITY CLERK

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

*Approved* by me, as Mayor of the United City of Yorkville, Kendall County,  
Illinois, this 25<sup>m</sup> day of April, 2024.

  
\_\_\_\_\_  
Mayor

*Attest:*  
  
\_\_\_\_\_  
City Clerk

## APPENDIX G

# Authorization of a Loan Applicant's Authorized Representative

APPENDIX H  
CERTIFIED BOND ORDINANCE

APPENDIX I  
SIGNED TAX CERTIFICATE AND AGREEMENT

## FORM OF PARTICIPANT TAX AGREEMENT

### INTRODUCTION: RECIPIENT'S TAX LAW OBLIGATIONS UNDER THE LOAN

IN ORDER TO HELP MINIMIZE INTEREST RATES CHARGED IN CONNECTION WITH THE STATE REVOLVING FUND (SRF) PROGRAMS, THE FUNDING FOR THE LOANS IS OBTAINED THROUGH THE ISSUANCE OF FEDERALLY SUBSIDIZED TAX-EXEMPT BONDS BY THE ILLINOIS FINANCE AUTHORITY FOR THE BENEFIT OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA OR AGENCY) AND ITS SRF PROGRAMS. SUCH BENEFICIAL FINANCING COMES WITH CERTAIN FEDERAL TAX LAW COMPLIANCE REQUIREMENTS, WHICH ARE SUMMARIZED IN THE ATTACHED TAX AGREEMENT.

THE TAX AGREEMENT IS REQUIRED FOR ALL RECIPIENTS OF SRF LOANS. IT PROVIDES THAT THE RECIPIENT WILL COMPLY WITH ALL APPLICABLE TAX LAW REQUIREMENTS. MANY OF THESE REQUIREMENTS AFFECT RECIPIENTS ONLY UNDER UNUSUAL CIRCUMSTANCES, SUCH AS WHEN A DEBT SERVICE FUND THAT IS NOT DEPLETED AT LEAST ONCE A YEAR IS ESTABLISHED OR ANY PART OF THE PROJECT IS SOLD OR USED IN A PRIVATE BUSINESS USE OR OTHER USE THAT WAS NOT AUTHORIZED WHEN THE LOAN WAS ORIGINATED.

THE “**DATE OF ISSUANCE OF THE BONDS**” REFERRED TO IN THE TAX AGREEMENT IS APRIL 16, 2019, OR, FOR LOANS FINANCED FROM PROCEEDS OF BONDS ISSUED AFTER THAT DATE, THE DATE OF ISSUANCE OF THOSE BONDS, AS PROVIDED TO THE RECIPIENT BY THE IEPA.

THE “**WEBSITE INSTRUCTIONS**” REFERRED TO IN THE TAX AGREEMENT MAY BE FOUND AT <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/srf/srf-recipient-tax-certificate-instructions.pdf> FOR SPECIFIC QUESTIONS ABOUT THE APPLICATION OF THESE REQUIREMENTS TO THE RECIPIENT'S CIRCUMSTANCES, YOU MAY CONTACT IEPA'S WATER REVOLVING FUND FINANCE MANAGER (FOR PROGRAM MATTERS) AT (217) 524-1340, OR IFA'S TAX COUNSEL (FOR LEGAL MATTERS) AT (312) 902-5564.

## TAX COMPLIANCE CERTIFICATE AND AGREEMENT

The United City of Yorkville\_ (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans (L17#\_17-6788\_\_\_\_\_) (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

*Section 1. Expectations.* The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This Tax Agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

*Section 2. Internal Revenue Service Audits.* The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

*Section 3. Purpose of the Loan.* The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

*Section 4. The Project — Binding Commitment and Timing.* The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or unnecessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

*Section 5. Reimbursement.* None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures” (see Website Instructions for details).

*Section 6. Hedge and Investment Agreements.* The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies (see Website Instructions).

*Section 7. Funds and Accounts.* The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds

of the Recipient that were previously reserved to pay the costs of the Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

*Section 8. Use of Proceeds and Project.* None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies (see Website Instructions). Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

*Section 9. No Sale of the Project.* The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

*Section 10. Purchase of Bonds by Recipient.* The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been, used to fund the Loan (if in doubt, contact the Agency).

*Section 11. Compliance Procedures.* The Recipient will adopt, and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder. Such procedures must contain, among other things, the following characteristics to ensure that violations are timely identified and corrected so that the Loan and the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding: (a) due diligence review at specified regular intervals, (b) identification and training of the officer or employee responsible for review, (c) retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.), (d) procedures reasonably expected to timely identify noncompliance, and procedures to ensure that steps will be taken to timely correct noncompliance. A form of such procedures that may be adapted to the Recipient's circumstances is contained in the Website Instructions.

*Section 12. Records.* The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: \_\_\_\_\_, 20\_\_

Bart Olson

\_\_\_\_\_  
Name of Authorized Representative

By

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

**Exhibit C - Revised Debt Service Schedule**

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2025	-	-	-	-	-
03/01/2026	228,099.00	1.870%	168,112.02	396,211.02	-
04/30/2026	-	-	-	-	396,211.02
09/01/2026	227,463.00	1.870%	168,748.15	396,211.15	-
03/01/2027	232,324.00	1.870%	163,887.53	396,211.53	-
04/30/2027	-	-	-	-	792,422.68
09/01/2027	231,797.00	1.870%	164,413.81	396,210.81	-
03/01/2028	235,746.00	1.870%	160,465.34	396,211.34	-
04/30/2028	-	-	-	-	792,422.15
09/01/2028	236,205.00	1.870%	160,006.35	396,211.35	-
03/01/2029	241,004.00	1.870%	155,207.19	396,211.19	-
04/30/2029	-	-	-	-	792,422.54
09/01/2029	240,703.00	1.870%	155,507.78	396,210.78	-
03/01/2030	245,471.00	1.870%	150,740.25	396,211.25	-
04/30/2030	-	-	-	-	792,422.03
09/01/2030	245,286.00	1.870%	150,924.69	396,210.69	-
03/01/2031	250,022.00	1.870%	146,189.38	396,211.38	-
04/30/2031	-	-	-	-	792,422.07
09/01/2031	249,956.00	1.870%	146,255.49	396,211.49	-
03/01/2032	253,876.00	1.870%	142,335.07	396,211.07	-
04/30/2032	-	-	-	-	792,422.56
09/01/2032	254,705.00	1.870%	141,505.94	396,210.94	-
03/01/2033	259,374.00	1.870%	136,836.86	396,210.86	-
04/30/2033	-	-	-	-	792,421.80
09/01/2033	259,551.00	1.870%	136,659.80	396,210.80	-
03/01/2034	264,186.00	1.870%	132,024.80	396,210.80	-
04/30/2034	-	-	-	-	792,421.60
09/01/2034	264,488.00	1.870%	131,722.61	396,210.61	-
03/01/2035	269,089.00	1.870%	127,122.32	396,211.32	-
04/30/2035	-	-	-	-	792,421.93
09/01/2035	269,518.00	1.870%	126,692.66	396,210.66	-
03/01/2036	273,409.00	1.870%	122,802.48	396,211.48	-
04/30/2036	-	-	-	-	792,422.14
09/01/2036	274,637.00	1.870%	121,574.57	396,211.57	-
03/01/2037	279,165.00	1.870%	117,045.62	396,210.62	-
04/30/2037	-	-	-	-	792,422.19
09/01/2037	279,857.00	1.870%	116,353.96	396,210.96	-
03/01/2038	284,349.00	1.870%	111,861.73	396,210.73	-
04/30/2038	-	-	-	-	792,421.69
09/01/2038	285,176.00	1.870%	111,035.28	396,211.28	-
03/01/2039	289,631.00	1.870%	106,580.44	396,211.44	-
04/30/2039	-	-	-	-	792,422.72
09/01/2039	290,594.00	1.870%	105,616.66	396,210.66	-
03/01/2040	294,452.00	1.870%	101,759.04	396,211.04	-
04/30/2040	-	-	-	-	792,421.70
09/01/2040	296,110.00	1.870%	100,101.52	396,211.52	-
03/01/2041	300,488.00	1.870%	95,723.55	396,211.55	-
04/30/2041	-	-	-	-	792,423.07
09/01/2041	301,734.00	1.870%	94,477.48	396,211.48	-
03/01/2042	306,072.00	1.870%	90,139.06	396,211.06	-
04/30/2042	-	-	-	-	792,422.54
09/01/2042	307,463.00	1.870%	88,747.78	396,210.78	-
03/01/2043	311,761.00	1.870%	84,449.66	396,210.66	-
04/30/2043	-	-	-	-	792,421.44
09/01/2043	313,301.00	1.870%	82,910.45	396,211.45	-
03/01/2044	317,123.00	1.870%	79,087.91	396,210.91	-
04/30/2044	-	-	-	-	792,422.36
09/01/2044	319,244.00	1.870%	76,967.54	396,211.54	-
03/01/2045	323,459.00	1.870%	72,752.23	396,211.23	-
04/30/2045	-	-	-	-	792,422.77
09/01/2045	325,302.00	1.870%	70,908.87	396,210.87	-
03/01/2046	329,475.00	1.870%	66,736.18	396,211.18	-
04/30/2046	-	-	-	-	792,422.05
09/01/2046	331,475.00	1.870%	64,736.39	396,211.39	-
03/01/2047	335,604.00	1.870%	60,607.09	396,211.09	-
04/30/2047	-	-	-	-	792,422.48
09/01/2047	337,763.00	1.870%	58,447.94	396,210.94	-
03/01/2048	341,548.00	1.870%	54,663.20	396,211.20	-
04/30/2048	-	-	-	-	792,422.14
09/01/2048	344,167.00	1.870%	52,044.17	396,211.17	-
03/01/2049	348,207.00	1.870%	48,004.12	396,211.12	-
04/30/2049	-	-	-	-	792,422.29
09/01/2049	350,694.00	1.870%	45,517.27	396,211.27	-
03/01/2050	354,688.00	1.870%	41,523.10	396,211.10	-
04/30/2050	-	-	-	-	792,422.37
09/01/2050	357,343.00	1.870%	38,867.74	396,210.74	-
03/01/2051	361,291.00	1.870%	34,920.33	396,211.33	-
04/30/2051	-	-	-	-	792,422.07
09/01/2051	364,118.00	1.870%	32,093.28	396,211.28	-
03/01/2052	367,862.00	1.870%	28,349.27	396,211.27	-
04/30/2052	-	-	-	-	792,422.55
09/01/2052	371,018.00	1.870%	25,193.02	396,211.02	-
03/01/2053	374,869.00	1.870%	21,341.76	396,210.76	-
04/30/2053	-	-	-	-	792,421.78
09/01/2053	378,049.00	1.870%	18,161.65	396,210.65	-
03/01/2054	381,851.00	1.870%	14,359.84	396,210.84	-
04/30/2054	-	-	-	-	792,421.49
09/01/2054	385,213.00	1.870%	10,998.19	396,211.19	-
03/01/2055	388,964.00	1.870%	7,246.74	396,210.74	-
04/30/2055	-	-	-	-	792,421.93
09/01/2055	392,511.00	1.870%	3,700.14	396,211.14	-
04/30/2056	-	-	-	-	396,211.14
<b>Total</b>	<b>\$18,128,900.00</b>	<b>-</b>	<b>\$5,643,765.29</b>	<b>\$23,772,665.29</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$301,640.21
Average Life	16.639 Years
Average Coupon	1.8710255%
Net Interest Cost (NIC)	1.8710255%
True Interest Cost (TIC)	1.8709729%
Bond Yield for Arbitrage Purposes	1.8709729%
All Inclusive Cost (AIC)	1.8709729%

**IRS Form 8038**

Net Interest Cost	1.8710255%
Weighted Average Maturity	16.639 Years



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

Mayor's Report #6

Tracking Number

CC 2025-34

### Agenda Item Summary Memo

**Title:** Water, Sewer & Road Infrastructure Fee Renewal

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** See attached memo and ordinances.

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

---

---

---

---

---



# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: April 15, 2025  
Subject: Water, Sewer & Road Infrastructure Fees

## Summary

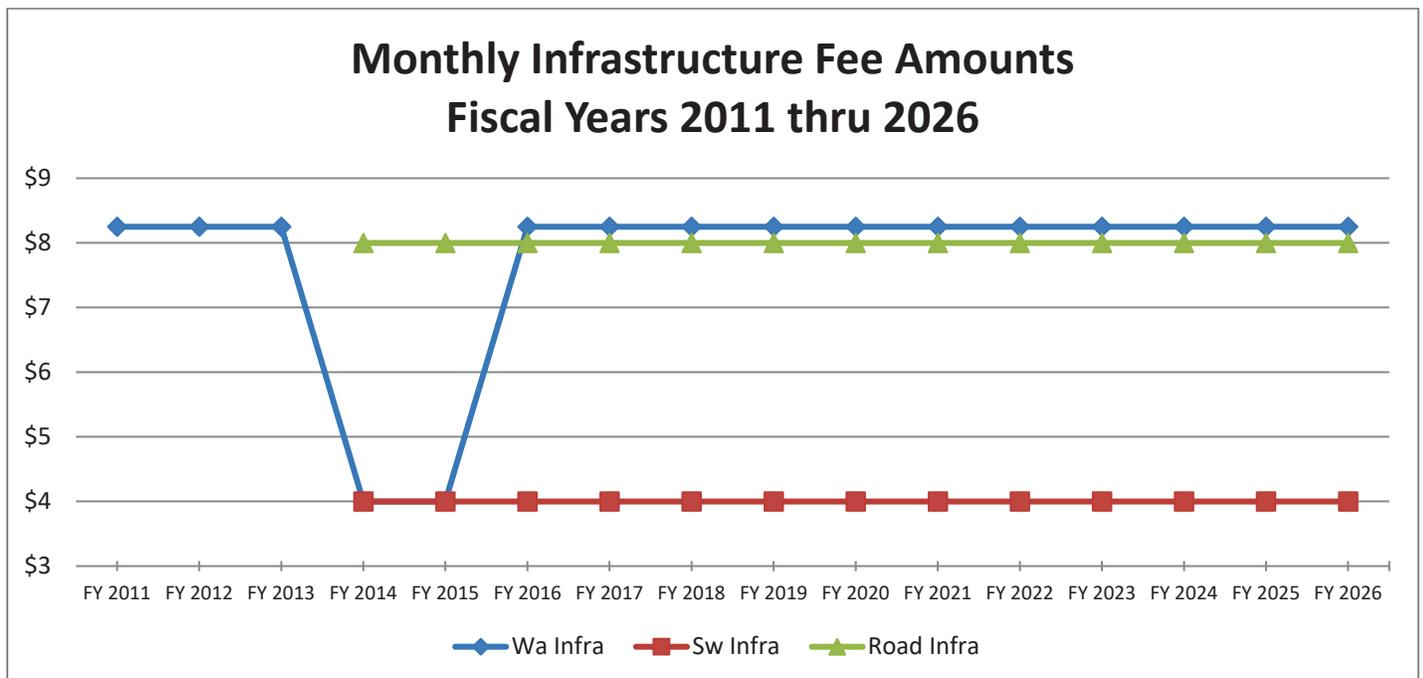
The attached ordinances re-establish the following fees: the water infrastructure fee at \$8.25 per month; the sewer infrastructure fee at \$4 per month; and the road infrastructure fee at \$8 per month. All of these fees have a sunset clause of April 30, 2026 and will show up on the utility bill sent out to customers at the end of June 2025, if approved.

## Background

The attached ordinances implement the policy directives of the City Council as outlined in the adopted Fiscal Year 2026 Budget with respect to water, sewer, and road infrastructure fees.

As illustrated in the accompanying chart, the City's water infrastructure fee has been in effect for fifteen years. Between Fiscal Years 2011 and 2013, the fee was set at \$8.25 per month, per user. In Fiscal Years 2014 and 2015, it was temporarily reduced to \$4 per month before being restored to \$8.25 per month in Fiscal Year 2016, where it has remained unchanged through Fiscal Year 2025. The sewer infrastructure fee has been in place for eleven years and would remain at \$4 per month for the upcoming fiscal year.

The road infrastructure fee (i.e., vehicle tax) was first implemented in Fiscal Year 2014, as a funding mechanism for the City's Road to Better Roads program and other roadway projects. For Fiscal Year 2026, the proposed ordinance would continue the current fee structure of \$8 per month, per utility account. Customers without a motor vehicle registered or housed at their service address may file an exemption affidavit with the City to opt out of the fee.



It is anticipated that the water infrastructure fee will be incorporated into the overall water rate when Council reviews water rates later this spring. If that occurs, the fee may be modified or eliminated at any time, at the discretion of City Council.

The water, sewer, and road infrastructure fees for Fiscal Year 2025 were adopted with a sunset provision effective April 30, 2025. Accordingly, any infrastructure fees for Fiscal Year 2026 must be reauthorized by ordinance. As with prior years, any re-established fees would include a sunset date of April 30, 2026.

**Recommendation**

Staff recommends approval of the ordinances as attached.

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS, AMENDING THE INFRASTRUCTURE MAINTENANCE  
FEE FOR WATER AND SANITARY SEWER SERVICE**

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

**WHEREAS**, the City pursuant to Sections 11-117-12 and 11-129-6 of the Illinois Municipal Code (65 ILCS 5/11-117-12 and 5/11-129-6) has the authority to charge reasonable rates for water and sanitary sewer service that are sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet principal and interest payments of any utility bonds; and,

**WHEREAS**, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of such services.

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

**Section 1.** That Title 7, Chapter 5, Section 5-1(A)(1) of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“(1) Each utility customer shall be charged a water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month through April 30, 2026. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

**Section 2.** That Title 7, Chapter 6, of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“4-2: Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement and maintenance fee for the sanitary sewer system of four dollars (\$4.00) per month through April 30, 2026. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

**Section 3.** This Ordinance shall be in full force and effect on 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. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**Ordinance No. 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE TERMINATION DATE OF THE  
MOTOR VEHICLE TAX IN THE UNITED CITY OF YORKVILLE**

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

**WHEREAS**, Section 8-11-4 of the Illinois Municipal Code (65 ILCS 5/8-11-4) provides that each owner of a motor vehicle may be required by a City within which the owner resides to pay a tax for the use of such motor vehicle in that City; and,

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) desire to amend the termination date of the vehicle tax to April 30, 2026.

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

**Section 1.** That Section 3-2-8A of the Yorkville City Code is hereby amended to read as follows:

“**A. Tax Imposed.** A vehicle tax is imposed upon the owner of a motor vehicle as defined in the Illinois Vehicle Code, except as provided in subsection F, which is registered with the Illinois Secretary of State to a premise located within the City or has its situs in the City notwithstanding the owner’s residency. It shall constitute prima facie evidence that a motor vehicle is operated on the streets of the City when registered or it has its situs in the City. Situs shall mean the owner’s premise where the motor vehicle is principally garaged, dispatched or where the movement of the vehicle originates. An owner’s premise shall mean the same as the premise of a utility service customer. This vehicle tax shall expire on April 30, 2026.”

**Section 2.** 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. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



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

Mayor's Report #7

Tracking Number

CC 2025-35

**Agenda Item Summary Memo**

**Title:** Resolution Approving IntraFi Cash Service Deposit Placement Agreement

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Please see attached memo.

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

**Agenda Item Notes:**

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



# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: April 15, 2025  
Subject: IntraFi Cash Service (ICS) Program

---

## Summary

Approval of a resolution authorizing an IntraFi Cash Service Deposit Placement Agreement with the Encore Bank.

## Background

The IntraFi Insured Cash Sweep (ICS) program is a cash management solution designed to provide comprehensive FDIC insurance coverage on large deposits while ensuring liquidity and generating competitive interest. This program is widely utilized by businesses, non-profits, and municipalities seeking a secure, efficient, and convenient way to manage their cash holdings without compromising access to funds.

Launched in 2009 by Promontory Interfinancial Network—now known as IntraFi—the ICS program was developed in direct response to the 2008 financial crisis, which heightened concerns about deposit security. Many governmental and institutional depositors sought ways to maximize FDIC insurance coverage while avoiding the complexity of opening multiple accounts across different financial institutions. The ICS program effectively addressed these challenges by allowing large deposits to be fully insured while remaining liquid and interest-bearing.

The ICS program operates by strategically distributing large deposits among a network of FDIC-insured financial institutions. Specifically:

- Deposits made through a participating bank are automatically split into smaller amounts, ensuring that no individual bank holds more than the FDIC insurance limit of \$250,000 per depositor.
- These funds are then allocated across multiple FDIC-insured banks within the ICS network, providing full coverage without requiring the depositor to manage multiple banking relationships.
- Funds would be held in a Savings Deposit Account (SDA), allowing for up to five withdrawals per month.

The ICS program currently offers a yield of 4.35% for amounts up to \$5.0 million, presenting a highly attractive alternative to the City's fully collateralized savings account at Associated Bank, which yields 2.23%. By participating in the ICS program, the City can enhance its cash management strategy, ensuring that large deposits remain fully insured, readily accessible, and

yield competitive returns. Notably, the ICS program carries no additional risk, as all deposits are fully insured under FDIC coverage.

The City would participate in the IntraFi Cash Service (ICS) program through its investment provider, PMA, which facilitates deposits under the terms outlined in the attached Deposit Placement Agreement (Exhibit A). This agreement was first presented to the Administration Committee in March, at which time the Bank of China (BOC) was identified as the participating institution. Since then, the BOC has been replaced with Encore Bank (FDIC #34562 – [www.bankencore.com](http://www.bankencore.com)), a state-chartered bank established in 1997 and headquartered in Little Rock, Arkansas. Encore Bank operates 19 domestic branches across Colorado, Texas, Missouri, Arkansas, North Carolina, South Carolina, and Florida, with no international locations.

### **Recommendation**

Staff recommends approval of the attached resolution.

**RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN INTRAFI CASH SERVICE DEPOSIT PLACEMENT AGREEMENT**

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

**WHEREAS**, the City may deposit funds and make investments in interest-bearing savings accounts and certificates of deposit, certain money markets accounts, and other accounts authorized under the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*); and

**WHEREAS**, the Federal Deposit Insurance Corporation insures deposits at FDIC-insured banks and savings associations, up to \$250,000 per depositor, per insured bank; and

**WHEREAS**, the City's funds exceed \$250,000, therefore exceeding the maximum amount insured at any one FDIC-insured institution; and

**WHEREAS**, Encore Bank ("Encore") offers a Savings Deposit Account, where Encore would serve as a custodian of the City's funds and deposit amounts not exceeding the \$250,000 in various FDIC-insured financial institutions (the "Program"); and

**WHEREAS**, participating in the Program would allow the City to deposit more than \$250,000 across multiple FDIC-insured accounts, therefore providing greater protection for these public funds; and

**WHEREAS**, participation in the Program would serve the public interest and benefit the welfare of City residents; and

**WHEREAS**, financial advisors to the City, PMA Financial Network, LLC, have provided an *ICS Deposit Placement Agreement* between the City and Encore (the "Agreement"), attached

hereto as *Exhibit A*.

**WHEREAS**, City staff recommend approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the “Corporate Authorities”) of the United City of Yorkville, Kendall County, Illinois, as follows:

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

*Section 2.* The City’s Finance Director is hereby authorized to execute an *ICS Deposit Placement Agreement*, attached hereto as *Exhibit A*.

*Section 3.* This Resolution shall be in full force and effect from and after its passage and approval according to law.

[Remainder of page intentionally left blank. Roll call vote follows.]

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Encore Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at depository institutions through ICS®, the IntraFi Cash Service® of IntraFi LLC (“*IntraFi*”).

### 1. Deposit Placement

(a) Subject to the terms and conditions of this Agreement, we will act as your agent in placing deposits for you through ICS. Schedule 1 describes the procedure by which we will place deposits for you through ICS. Schedule 2 describes the account type and placement feature that we will use.

(b) Each depository institution at which deposits may be placed through ICS (“*Destination Institution*”) will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation (“*FDIC*”) up to the FDIC standard maximum deposit insurance amount (“*SMDIA*”) of \$250,000.

(c) **A LIST IDENTIFYING INTRAFI NETWORK BANKS, WHICH ARE FDIC-INSURED DEPOSITORY INSTITUTIONS, APPEARS AT [HTTPS://WWW.INTRAFI.COM/NETWORK-BANKS](https://www.intrafi.com/network-banks). CERTAIN CONDITIONS MUST BE SATISFIED FOR “PASS-THROUGH” FDIC DEPOSIT INSURANCE COVERAGE TO APPLY.** IntraFi network banks may be added or removed without notice. As described below, you may designate any Destination Institution as ineligible to receive your funds.

(d) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS (“*Deposit Account*”), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(e) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (“*Depositor Identifier*”). You will enter your federal taxpayer identification number (“*TIN*”) as your Depositor Identifier, unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(f) You will use the same Depositor Identifier for all placement of deposits for you through ICS or CDARS by us or any other institution.

(g) Deposits that we place for you in Deposit Accounts will be “deposits,” as defined by federal law, at the Destination Institutions.

(h) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of any other person or entity.

### 2. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers (“*Custodial Agreement*”), we will also act as your custodian for the Deposit Accounts. The Bank of New York Mellon (“*BNY*”) provides services that support deposit placement through ICS, including acting as our sub-custodian.

(b) As your custodian, we will open on our records, either directly or with the assistance of BNY, a custodial account in which we will hold your interests in the Deposit Accounts (“*Custodial Account*”). We may permit you to have multiple Custodial Accounts.

(c) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY, as our sub-custodian, (ii) on the records of BNY in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(d) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(e) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

(f) You may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(g) We will endeavor to cause any request from you pursuant to Section 2(f) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(h) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(i) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Interest Rate

(a) The interest rate for the Deposit Accounts at Destination Institutions (“*Interest Rate*”) will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Interest compounds daily. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(c) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

## 4. Placement Procedures

### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY that includes the type of deposits we place for you (“*ICS Settlement*”) will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (“*Business Day*”).

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts (“*Program Balance*”) and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, and the total interest and annual percentage yield for the period.

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement (“*Triggering Event*”). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds (“*Root Account*”) to the Deposit Accounts at ICS Settlement (“*Program Deposit*”) or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement (“*Program Withdrawal*”).

(b) Schedule 1 sets forth Triggering Events applicable to your deposits.

### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Deposit*”).

(b) Schedule 1 may provide that a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Deposit*”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (“*Same-Day Deposit Cutoff Time*”).

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Withdrawal*”).

(b) Schedule 1 may provide that a transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Withdrawal*”) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (“*Same-Day Withdrawal Cutoff Time*”).

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the

proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“*DDA*”) or a Deposit Account that is a money market deposit account (“*MMDA*”), as provided in Schedule 2. In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. Each Destination Institution has agreed that it will not exercise this right for ICS deposits unless it does so for all savings deposits it holds, including those not received through ICS.

(b) Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs, MMDAs, or both.

(c) Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

## 5. Placement Feature

### 5.1. Reciprocal and One-Way

(a) We are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) We are also eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a

deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

## 6. Daily Allocation and Depositor Control

### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

### 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) You may add institutions to your Exclusions List in a manner we specify, which may be by entering exclusions on Schedule 2, by entering them through the DCP, or in another manner.

(c) An Exclusions List, and any changes to it, will be effective within one Business Day after the first Business Day on which we have received the Exclusions List or changes to it from you or you have entered them on the DCP.

### 6.3. Depositor Control Panel

(a) You must be capable of using, and you agree to use, the Depositor Control Panel (“DCP”), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on the applicable link on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials. If we have enabled access by you to the DCP using a single-sign-on system that we provide, you may not be able to self-register for the DCP in the manner described above.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

### 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day’s ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day’s ICS Settlement, minus any Program Withdrawal that will occur at the day’s ICS Settlement. The allocation may provide that previously-deposited

funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review (“DPR”) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (“*Proposed Placement List*”), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (“*Alternate Placement List*”). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution



in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement in ICS or CDARS under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(b) A deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer

them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(d) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(c) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor with respect to the placement of funds using ICS, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward



such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2(f).

## 9. Other Provisions

### 9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

### 9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT,



PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the notice or, if no effective date is specified in the notice, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited

at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2(i), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you (“*Depositor*”) and we (“*Relationship Institution*”) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Encore Bank

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

Name and title of authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

Date signed: \_\_\_\_\_

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Yorkville

**Signature:** \_\_\_\_\_

Name and title of authorized signatory (if not individual):

Rob Fredrickson

Finance Director

Depositor TIN or approved alternate identifier (and type):

36-6006169

Email: rfredrickson@yorkville.il.us

**Date signed:** \_\_\_\_\_

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="01:30"/> (insert time)	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input type="checkbox"/> Eastern	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
	(check AM or PM)		(check time zone)			
Daylight Saving Time applies when nationally in effect unless checked here <input type="checkbox"/>						

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement. Funds held in a holding account may not accrue interest prior to ICS Settlement.

#### 3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Withdrawal and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

We may place deposits for you in DDAs, MMDAs, or both.

You may use up to six MMDA Program Withdrawals per month.

No per-month MMDA Program Withdrawal limit applies.

→

(Check one above.)

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

We will use only the Reciprocal Feature in placing deposits for you.

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution’s main office (rather than the city and state of a branch location). The Exclusions List may also include the institution’s FDIC certificate number or transit routing number. If you do not list any exclusions enter “none” under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
PIA Agreement on File		

(Add lines if necessary.)

\_\_\_\_\_  
Signature of sole or primary Depositor

# Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Encore Bank

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the IntraFi Cash Service®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
David Lutter	SVP
Laura Clarke	SVP
Paula Cooper	SVP
Gregory Kubitz	SVP

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Encore Bank

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

Name and title of authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

Date signed: \_\_\_\_\_

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Yorkville

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

Name and title of authorized signatory (if not individual):

Rob Fredrickson

Finance Director

Depositor TIN or approved alternate identifier (and type):

36-6006169

Email: rfredrickson@yorkville.il.us

Date signed: \_\_\_\_\_

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

(Add signature lines as needed.)



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

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2025-36

**Agenda Item Summary Memo**

**Title:** Resolution Authorizing the Purchase of a Bucket Truck from Altec

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Please see attached memo.

**Council Action Previously Taken:**

Date of Action: N/A Action Taken: \_\_\_\_\_

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

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

**Council Action Requested:** Approval

**Submitted by:** Tim Evans Parks and Recreation  
Name Department

**Agenda Item Notes:**

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

# Memorandum



To: Yorkville City Council  
From: Tim Evans, Director of Parks and Recreation  
CC: Bart Olson, City Administrator  
Date: April 15, 2025  
Subject: Parks & Recreation Truck Purchase Approval

---

## Subject

Parks & Recreation Truck Purchase Approval

## Background

As part of the approved, Fiscal Year 26 City budget, the City designated \$175,000 in Parks & Recreation capital funds for a new Parks bucket truck. Two quotes are attached. One is from Sourcewell, government contract # 110421-ALT, in the amount of \$163,383. Staff also contacted the truck manufacturer (Altec) that Sourcewell used for their quote and they submitted a quote in the amount of \$161,105.00, which is nearly \$14,000 less than what was budgeted and less than the Sourcewell quote. By approving the truck purchase now, it allows the City to be placed in-line to receive the truck as soon as possible. If approved, staff is currently expecting to receive this truck by the end of November and will not pay for the truck until it is delivered.

The Altec AT40G bucket truck is designed with features and benefits intended to increase productivity and reduce the overall cost of constructing and maintaining overhead items. This truck will be utilized for numerous Parks operations that are required to be done safely, such as:

- a) Tree trimming & removal.
- b) Public decorations, especially the City's Christmas decorations.
- c) Special event setup, take down and operations.
- d) Replacement and maintenance of park lighting and ornamental lamp poles.
- e) Playground construction, as this truck will be driven on a daily basis by our playground division for playground maintenance.

Purchasing this truck will also save staff time in all the listed, above operations plus will reduce the use of ladders and scaffolding, especially at significant heights. This truck will be driven daily by the Parks playground division staff to get the maximum use from the vehicle, in maintaining parks, playgrounds and other park amenities each day.

## Recommendation

With the Altec quote being the less expensive of the two (2) and being submitted directly by the truck manufacturer, staff seeks City council approval to purchase the Altec AT40G bucket truck from Altec in the amount not to exceed \$161,105.00.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
AUTHORIZING THE PURCHASE OF A BUCKET TRUCK  
FROM ALTEC, IN AN AMOUNT NOT TO EXCEED \$161,105**

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

**WHEREAS**, the City’s Code of Ordinances provides that the City may approve contracts for supplies and equipment in excess of \$25,000 that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

**WHEREAS**, the City’s Parks department is in need of a bucket truck (the “Truck”) to facilitate numerous Parks department operations, including tree trimming, installation of holiday decorations, and replacement of park lighting; and

**WHEREAS**, the City received quotes for the Truck from Sourcewell and Altec, the Truck’s manufacturer; and

**WHEREAS**, Altec provided the City with a quote for the purchase of an Altec AT37G Bucket Truck in the amount of \$161,105.00 (the “Quote”), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the price contained in the Quote was lower than the quote received from Sourcewell, and \$14,000 under budget; and

**WHEREAS**, the purchase of the Truck is accounted for in the Fiscal Year 2026 Budget, and will not be completed until around November of 2025; and

**WHEREAS**, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the Truck from Altec in accordance with the provisions of the Quote.

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

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

*Section 2:* The Corporate Authorities hereby waive the bidding requirements, pursuant to the City’s Code of Ordinances, and the City Administrator is hereby authorized and directed to proceed with the purchase of an Altec AT37G Bucket Truck in an amount not to exceed \$161,105, as described in the Quote, from Altec.

*Section 3:* This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

## Curb-Side View (Compartments Closed)



March 28, 2025

Company: United City of Yorkville Parks Department

Customer Contact: Scott Sleezer

Altec Account Manager: Toni Tribby

### Unit / Body Specifications

- Altec model AT40G telescoping aerial device with continuous rotation, ISO-grip insulating system at boom tip and ISO-boom  
working height: 45.6 Ft  
side reach: 29.7 ft
- Single, one-man, 180 degree rotation, end-mounted fiberglass platform
- Platform leveling at lower controls
- Platform cover
- Platform liner
- 4-function single handle, fiber optic controller
- Engine start/stop with secondary stowage system
- Small aerial service body with hotstick shelf and 38 inch L tailshelf
- Underride Protection
- Combination 2 in ball and pintle hitch
- Rear torsion bar
- Appropriate counterweight added for stability.
- Complete LED FMVSS lighting package
- Amber LED strobe light
- 6-Way trailer receptacle, pin type
- Power distribution module (PDM-6)
- Standard Altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

### Chassis Specifications

- Dodge 5500  
4x2 drivetrain  
60 inch CA  
Cummins 6.7L turbo diesel  
Automatic transmission  
GVWR 19,500 lb

### Options

Price:	\$159,971.00
Options:	\$
Delivery:	\$1,134.00
 Total:	 \$161,105
(Excluding Taxes)	



Quote Number: 1788932  
 Opportunity Number: 1788932  
 Sourcewell Contract #: 110421-ALT  
 Date: 3/31/2025

Quoted for: United City of Yorkville (IL)

Customer Contact:

Phone: / Email:

Quoted by: Kade Fulkerson

Phone: / Email:

Altec Account Manager: Toni Tribby

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
2			
3			
4			
5			
6			
7			
8			
9			
10			
<b>SOURCEWELL OPTIONS TOTAL:</b>			\$171,708

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Body MY Price Adjustment	\$1,966
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	RAM 5500 4x2 MY Price Adjustment	\$3,491
8	OTHER	Altec MY Price Adjustment	-\$15,365
<b>OPEN MARKET OPTIONS TOTAL:</b>			-\$9,908

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$161,800.00**  
**Delivery to Customer: \$1,583.00**

**FET:**  
**CA Doc/Admin/Tire Fees:**  
**Extended Warranty:**

**TOTAL FOR UNIT/BODY/CHASSIS: \$163,383.00**

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** TBD Based on availability, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information



**Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary (continued)**

<b>Account Number</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>	
<b>Description</b>	<b>Projected</b>	<b>Proposed</b>	<b>Projected</b>	<b>Projected</b>	<b>Projected</b>	<b>Projected</b>	<b>Totals</b>
<b>25-225-60-00-6010</b>							
<b>Park Improvements</b>	<b>\$ 229,080</b>	<b>\$ 173,900</b>	<b>\$ 230,000</b>	<b>\$ 330,000</b>	<b>\$ 270,000</b>	<b>\$ 630,000</b>	<b>\$ 1,862,980</b>
Playgrounds - Rotary Park	191,369	-	50,000	-	-	-	241,369
Playgrounds - Prestwick Park	-	50,000	-	-	-	-	50,000
Riverfront Park Projects	-	-	50,000	-	-	-	50,000
Playground Installation Funds	37,711	-	25,000	25,000	25,000	25,000	137,711
Playgrounds - Cannonball Park	-	123,900	-	-	-	-	123,900
Playgrounds - Sunflower Park	-	-	105,000	-	-	-	105,000
Grande Reserve - Park C	-	-	-	40,000	-	-	40,000
Playgrounds - Bridge Park	-	-	-	90,000	-	-	90,000
Playgrounds - Raintree A Park	-	-	-	-	90,000	-	90,000
Playgrounds - Stepping Stones Park	-	-	-	125,000	-	-	125,000
Playgrounds - Bristol Bay Park	-	-	-	50,000	-	-	50,000
Playgrounds - Hiding Spot Park	-	-	-	-	-	165,000	165,000
Playgrounds - Gilbert Park	-	-	-	-	-	80,000	80,000
Playgrounds - Bristol Station Park	-	-	-	-	155,000	-	155,000
Grande Reserve - Park F	-	-	-	-	-	120,000	120,000
Grande Reserve - Park G	-	-	-	-	-	120,000	120,000
Grande Reserve - Park H	-	-	-	-	-	120,000	120,000
	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	
<b>Grand Totals</b>	<b>\$ 512,930</b>	<b>\$ 474,900</b>	<b>\$ 565,000</b>	<b>\$ 591,000</b>	<b>\$ 539,000</b>	<b>\$ 960,000</b>	<b>\$ 3,642,830</b>

All purchases existing Vehicles and Equipment, unless noted otherwise (highlighted in blue).

**New additions**



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2025-37

### Agenda Item Summary Memo

**Title:** Vegetation Management Contract

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** 3 year contract proposal from ENCAP to manage the vegetation at the Riverfront, old FS property, and the hill at the VEAC.

**Council Action Previously Taken:**

Date of Action: PW – 4/15/25      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-37

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

**Agenda Item Notes:**

---

---

---

---

---

---



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
John Sleezer, Assistant Director of Public Works  
CC: Bart Olson, City Administrator  
Date: April 8, 2025  
Subject: Vegetation Management Contract

---

## Summary

Staff is proposing a 3-year contract with ENCAP for downtown vegetation control.

## Background

This proposal will provide vegetation control for riverfront island/canoe chute area, FS property, and Van Emmon Activity Center parking lot hillside. ENCAP worked on the island and canoe chute last year, and we would like to expand their scope of services.

This would be a 3-year contract that should substantially cut down on the number of weeds that grow in these areas, thus reducing the maintenance. As you can see, the first year of the contract is much more expensive than the subsequent years due to the initial cleanup of the areas which is much more labor intensive than just spraying and monitoring the areas. In years 2 and 3 the price drops accordingly.

Last year, ENCAP managed the riverfront area after years of PW/Parks cutting down everything a few times per year to try and manage the area and make it look good. This worked for the short term, but the weeds and trees always returned leading us to fight a losing battle. We do not have the expertise that a company like ENCAP does to be able to perform the vegetation management near a body of water.

The FS area was just purchased by the City last year. Initially, PW and Parks performed a thorough cleanup and spot maintenance, but not on a strict schedule that is needed for good maintenance.

The hill at the VEAC building has always been a problem to manage vegetation. We have had different companies in the past but have always had issues with the actual control of the weeds. This is an extremely tough area to manage, but ENCAP believes they can give us the level of service that we are looking for.

Staff has asked only ENCAP for a quote because they were the only company that responded with a quote to manage the riverfront area last season out of 3 companies that were contacted. In addition, we have worked with ENCAP in the past and have been very satisfied with their work.

## **Recommendation**

Staff recommends approving a 3-year contract with ENCAP, Inc. of Dekalb, in an amount not to exceed \$42,150.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING A VEGETATION MANAGEMENT CONTRACT WITH ENCAP IN AN AMOUNT NOT TO EXCEED \$42,150**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

**WHEREAS**, the City's Municipal Code provides that the City may approve contracts in excess of \$25,000 that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

**WHEREAS**, the City is responsible for the maintenance of certain outdoor public spaces within the downtown area of the City; and

**WHEREAS**, in the past, the City contracted with ENCAP, of DeKalb, Illinois for vegetation management services along the riverfront in the downtown area of the City; and

**WHEREAS**, City staff have been pleased with the level of service provided by ENCAP and wish to increase the area that ENCAP would be responsible for managing and maintaining; and

**WHEREAS**, ENCAP has provided a quote for vegetation control services along the river front, at the former FS Property, and on the hillside adjacent to the Van Emmon Activity Center parking lot, for a three year period, for a total cost of \$42,150.00 (the "Quote"); and

**WHEREAS**, City staff find the terms and prices contained in the Quote to be reasonable; and

**WHEREAS**, the Mayor and City Council (the "Corporate Authorities") have determined that it is in the best interests of the City and its residents to waive the competitive bidding requirement and to authorize and approve the Quote provided by ENCAP.

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

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

**Section 2.** That in consideration of the foregoing recitals, the competitive bidding requirement is waived in accordance with the City’s Code of Ordinances, and the City Administrator is hereby authorized and directed to proceed with retaining ENCAP, of DeKalb, Illinois, for vegetation management services for a three year period, in an amount not to exceed \$42,150, as described in the Quote, attached hereto as “*Exhibit A*”.

**Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



2585 Wagner Ct.  
DeKalb, IL 60115  
Phone: 815.748.4500  
Fax: 815.748.4255  
www.encapinc.net

**PROPOSAL NO. 25-0130B**

February 20, 2025

Eric Dhuse  
United City of Yorkville  
651 Prairie Pointe Dr.  
Yorkville, IL 60560  
630-878-7102 / edhuse@yorkville.il.us

**RE: Vegetation Control at the Yorkville Dam  
301 E Hydraulic Ave, Yorkville, IL, (41.642471°, -88.443282°)**

Mr.Dhuse,

Thank you for the opportunity to provide a proposal for vegetation management services at the Yorkville Dam site. This proposal includes an initial cleanup of the site in 2025 and subsequent herbicide maintenance visits. We ask that you please be aware of the new pesticide application regulation published by the IL Department of Agriculture regarding public notification. If you should have any questions regarding the information provided herein, please contact Brett Suhayda at 815-757-2472 or bsuhayda@encapinc.net. A map of the proposed project site is attached for concurrence.

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
<b>2025</b>					
1	2025 - Yorkville Dam - Initial Cleanup	LS	1	\$6,500.00	\$6,500.00
2	2025 - Yorkville Dam - Herbicide Treatments	EA	3	\$1,950.00	\$5,850.00
3	2025 - Old Foundation Area - Initial Cleanup	LS	1	\$2,800.00	\$2,800.00
4	2025 - Old Foundation Area - Herbicide Treatments	EA	3	\$900.00	\$2,700.00
5	2025 - Riprap Hill - Herbicide Treatments	EA	3	\$650.00	\$1,950.00
				<b>2025 Total</b>	<b>\$19,800.00</b>
<b>2026</b>					
6	2026 - Yorkville Dam - Herbicide Treatments	EA	3	\$2,050.00	\$6,150.00
7	2026 - Old Foundation Area - Herbicide Treatments	EA	3	\$925.00	\$2,775.00
8	2026 - Riprap Hill - Herbicide Treatments	EA	3	\$675.00	\$2,025.00
				<b>2026 Total</b>	<b>\$10,950.00</b>
<b>2027</b>					
9	2027 - Yorkville Dam - Herbicide Treatments	EA	3	\$2,150.00	\$6,450.00
10	2027 - Old Foundation Area - Herbicide Treatments	EA	3	\$950.00	\$2,850.00
11	2027 - Riprap Hill - Herbicide Treatments	EA	3	\$700.00	\$2,100.00
				<b>2027 Total</b>	<b>\$11,400.00</b>
				<b>3-Year TOTAL</b>	<b>\$42,150.00</b>

**~Pricing is valid for 90 days from the date of this proposal. If this proposal is not approved within 90 days, then ENCAP reserves the right to re-evaluate the costs and schedule availability for this project.**

**~Proposal does not include prevailing wage rates.**

**Payment Agreement**

United City of Yorkville, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

\* All Legal Proceedings to be conducted in DeKalb County \*

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: United City of Yorkville

\_\_\_\_\_  
Authorized Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Rep.

\_\_\_\_\_  
Date



# KENDALL COUNTY GIS

Map Viewer

Parcels, Boundaries, and History

Assessment Information

Planning, I



Nearmap | OpenStreetMap



About



Changelog

Improve These Maps!

GEOGRAPHIC INFORMATION SYSTEMS

kcgis@kendallcounty.il.gov

KENDALL COUNTY

630.553.4212

Powered by Esri



# KENDALL COUNTY GIS

Map Viewer

Parcels, Boundaries, and History

Assessm



Nearmap | OpenStreetMap

Powered by Esri



About



Change log

Improve These Maps!

KENDALL COUNTY  
INFORMATION SYSTEMS

630.553.4212

kgis@kendallcountyil.gov



*@ DAM TODAY 10 A.M.*

Nearmap | OpenStreetMap

Powered by Esri



About



Changelog

Improve These Maps!

KENDALL COUNTY  
INFORMATION SYSTEMS

630.553.4212

kggis@kendallcountyil.gov



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2025-38

### Agenda Item Summary Memo

**Title:** Yorkville Public Works Building Construction Engineering Agreement

**Meeting and Date:** City Council – April 22, 2025

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

#### Council Action Previously Taken:

Date of Action: PW – 4/15/25      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-38

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

---

---

---

---

---

---



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: April 10, 2025  
Subject: Public Works/Parks building PSA for Const. Engineering

---

## **Summary**

A proposed Public Service Agreement from EEI for construction engineering for the new PW/Parks building.

## **Background**

Staff had asked EEI to provide a PSA for construction services for the new PW/Parks building. Work items will include, but are not limited to, attending meetings, reviewing engineering plans, assisting with pay estimates and change orders when needed, construction layout, construction observation, surveying, and preparation of record drawings.

For their services, they are proposing an estimated fee of \$98,557 of which \$1861.50 are listed as direct expenses. The survey and as-built drawing is accounted for as a line item in the schedule of values within the GMP amendment at \$30,000. The balance of the fee (\$68,557) would be taken from the Owner's Contingency line item.

## **Recommendation**

Staff recommends approval of this agreement.

**EXHIBIT D - SCHEDULE OF VALUES**

3/17/2025

	BID PACKAGES	AWARDED CONTRACTOR	COST	ALTERNATE #1 CARPORT CANOPY	ALTERNATE #2 CURBS	MULTIPLE BID PACKAGE SAVINGS	VOLUNTARY ALTERNATES INCLUDED	TOTAL SUBCONTRACTED AMOUNT
03A	Concrete	Eagle Concrete	\$2,833,880	\$23,500				\$2,857,380
03B	Precast	County Prestress and Precast	\$2,327,250					\$2,327,250
04	Masonry	JAC Masonry	\$593,400					\$593,400
05	Structural Steel	McKinney Steel & Sales	\$1,696,740	\$111,300				\$1,808,040
06	General Trades	LJ Morse Construction	\$1,673,600					\$1,673,600
07	Roofing and Sheet Metal	J.L. Adler Roofing	\$1,250,501	\$149,700				\$1,400,201
08A	Overhead Doors	House of Doors	\$232,443					\$232,443
08B	Aluminum Framing and Glazing	Madden Glass	\$235,500					\$235,500
09A	Gypsum Board Systems	Burks Brothers Drywall	\$820,170	\$56,000				\$876,170
09B	Acoustical Ceilings	Just Rite Acoustics	\$87,700					\$87,700
09C	Flooring and Tile	TSI Commercial Flooring	\$273,270					\$273,270
09D	Specialty Flooring (Epoxy)	Artlow Systems	\$59,501					\$55,001
09E	Specialty Flooring (Densifier)	Artlow Systems	\$44,306					\$44,306
09F	Painting	Smith Painting Services	\$367,000	\$21,000				\$388,000
10	Pallet Storage Racks	KWCC	\$189,000					\$189,000
11	Vehicle Service and Wash Bay Equipment	Standard Industrial	\$481,434					\$481,434
13	Fuel Station	Stenstrom Petroleum Services	\$429,340					\$429,340
14	Elevator	KONE	\$187,500				\$3,200	\$190,700
21	Fire Protection	Nelson Fire Protection	\$244,209	\$29,905				\$274,114
22	Plumbing	JB Contracting	\$1,155,526	\$14,300				\$1,169,826
23	HVAC	Cryer & Olsen Mechanical	\$2,667,000					\$2,667,000
26	Electrical and Low-Voltage	AWF	\$3,039,600	\$18,300			-\$111,000	\$2,946,900
31	Earthwork	S&K Excavating & Trucking	\$632,700					\$632,700
32A	Asphalt	Accu-Paving	\$518,040	\$2,000	\$146,390			\$666,430
32B	Fences and Gates	Complete Fence	\$160,563					\$160,563
32C	Landscaping	Allied Landscaping	\$152,800					\$152,800
33	Site Utilities	J&S Construction Sewer and Water	\$677,000					\$677,000
	Allowance: Survey and As-Built							\$30,000
	Allowance: Materials Testing (for Owner' Testing Agent: Rubino)							\$100,000
	Allowance: Construction Fence							\$30,000
	Allowance: Office Trailer							\$30,000
	Allowance: Dumpsters							\$40,000
	Allowance: Temporary Sanitary Units							\$20,000
	Allowance: Builder's Risk Insurance							\$40,000
	Allowance: Site Security Cameras and Monitoring							\$8,600
	Allowance: Commissioning (CERX Solutions)							\$35,000
	Allowance: IT (InterDev)							\$265,000
	Allowance: Security and Access Control (Scientel Solutions)							\$285,800
	Allowance: AV							\$100,000
	RCW Supervision							\$517,500
	<b>CONSTRUCTION COST SUBTOTAL</b>							<b>\$24,991,968</b>
	Construction Manager Fee 3.5%							\$874,719
	General Conditions Fee 4%							\$999,679
	Insurance Fee 1%							\$249,920
	Bond Fee 1% (of Total Project Cost)							\$299,148
	Construction Contingency 5%							\$1,249,598
	Owner's Contingency 2%							\$499,839
	Risk Reserve Contingency (~ \$3,000,000 potential foreign materials exposure, 25% price impact)							\$750,000
	<b>GMP</b>							<b>\$29,914,871</b>

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to perform the construction of the new Public Works Building with associated parking, sidewalks, fuel island, utility infrastructure, and landscaping at 306 Boombah Boulevard (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute a *Yorkville*

*Public Works Building, United City of Yorkville, Professional Services Agreement – Construction Engineering, attached hereto as Exhibit A.*

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
City Clerk

**Yorkville Public Works Building  
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:**

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. Construction engineering will be provided for the construction of a new Public Works Building with associated parking, sidewalks, fuel island, utility infrastructure, and landscaping at 306 Boombah Boulevard. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, 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 Estimate of 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, estimated at \$98,557. Direct expenses are estimated at \$96,695.50. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any



attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### **E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without 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 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 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:** Anticipated Project Schedule
- Attachment E:** 2025 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 \_\_\_\_\_, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Director of Marketing &  
Business Development



## 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.



**Attachment B – Scope of Services  
Yorkville Public Works Building  
United City of Yorkville**

The United City of Yorkville intends to construct a new Public Works building with associated parking, sidewalks, fuel island, utility infrastructure and landscaping at 306 Boombah Boulevard in Yorkville.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Attend the Preconstruction Meeting with the Contractor
- Attend progress meetings with the Contractor and City on an As Needed Basis
- Shop Drawing Review
- Review Engineering Plans, Specifications and Prepare Field Book
- Assist the Construction Manager with Pay Estimates and Change Orders
- Assist the Construction Manager with Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Curb, Sidewalks, Pavement, Utilities, and Building Corners per scope as provided to R.C. Wegman Construction Company
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Staked layout for the proposed improvements
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction on an As Needed Basis
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Field Reports on an As Needed Basis
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

**DIRECT EXPENSES**

The following scope of services will be provided by EEI's subconsultant's:

- Material Testing – Rubino (Scope in Exhibit A)
- Landscape Construction Administration – Hey and Associates, Inc. (Scope in Exhibit B)

The above scope for “Yorkville Public Works Building” 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 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		YO2247-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Yorkville Public Works Building		4/2/25	CPD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPT2	PS	ST	ADMIN	HOURS	COST
		RATE	\$251	\$218	\$175	\$182	\$175	\$146	\$75		
<b>CONSTRUCTION ENGINEERING</b>											
3.1	Contract Administration		2	40	20					62	\$ 12,722.00
3.2	Construction Layout and Record Drawings			24		113	94			231	\$ 42,248.00
3.3	Observation and Documentation		2	20	220				3	245	\$ 43,587.00
<b>Construction Engineering Subtotal:</b>			<b>4</b>	<b>84</b>	<b>240</b>	<b>113</b>	<b>94</b>	<b>-</b>	<b>3</b>	<b>538</b>	<b>\$ 98,557.00</b>
<b>PROJECT TOTAL:</b>			<b>4</b>	<b>84</b>	<b>240</b>	<b>113</b>	<b>94</b>	<b>-</b>	<b>3</b>	<b>538</b>	<b>98,557.00</b>

**Assumptions**

RE on site for 50 half days at 4 hours/day

**DIRECT EXPENSES**

Printing/Scanning =	\$	200.00
Mileage =	\$	3,250.00
Material Testing (Rubino) =	\$	88,245.50
Landscape CA (Hey) =	\$	5,000.00
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>96,695.50</b>

**LABOR SUMMARY**

EEI Labor Expenses =	\$	98,557.00
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>98,557.00</b>

**TOTAL COSTS \$ 195,252.50**



# ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT												PROJECT NUMBER					
United City of Yorkville												YO2247-P					
PROJECT TITLE												DATE			PREPARED BY		
Yorkville Public Works Building												4/2/25			CPD		

TASK NO.	TASK DESCRIPTION	2025												2026					
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	
		<b>CONSTRUCTION ENGINEERING</b>																	
3.1	Contract Administration																		
3.2	Construction Layout and Record Drawings																		
3.3	Obesrvation and Documentation																		





# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

ATTACHMENT E

## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
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%	

\* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

April 2, 2025

To: Curtis P. Dettmann, PE  
Engineering Enterprises, Inc.  
Senior Project Manager  
52 Wheeler Rd,  
Sugar Grove, IL 60554  
630.466.6700

Re: **Construction Materials Testing Services**  
Proposed Yorkville Public Works Building  
In Yorkville, IL

Proposal No. Q25.201

Via email: [CDettmann@eeiweb.com](mailto:CDettmann@eeiweb.com)

Dear Mr. Dettmann,

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

### PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Curtis P. Dettmann, PE of Engineering Enterprises, Inc. on April 1, 2025 and the following outlines our understanding of the requested scope of services:

#### Documents Received

- RFP phone call from Curtis P. Dettmann, PE of Engineering Enterprises, Inc. on April 2, 2025.

#### Scope of Services

##### EARTHWORK TESTING

- Field testing of on-site and borrow soil material
  - Compaction by the nuclear method, footing inspections and proof-rolls
  - Please call Rubino **ONE WEEK PRIOR** to Compaction testing so that Rubino can obtain samples to run a proctor *before* we are due on-site for testing.
- Laboratory testing of on-site and borrow soil material
  - Standard proctor ASTM D698 or Modified proctor ASTM D1557
- Subgrade/ Subbase stone proof roll – parking and building pad

##### INSPECTION OF FOOTING SUBGRADE

- Field testing of bottom of footing subgrade excavation
  - Unconfined compressive strength testing/ penetrometer testing

##### CONCRETE TESTING – FOOTINGS AND FLOOR SLAB

- Field testing of uncured concrete and inspection of reinforcing steel
  - Slump, air, temperature, and casting of cylinders
  - Laboratory testing of cured concrete – compressive strength

##### MASONRY TESTING

- Document the placement of and cast specimens for grout and mortar.
  - Laboratory compressive strength tests on cured mortar and grout samples

##### BITUMINOUS PAVING AND EXTERIOR CONCRETE

- Field testing of hot mix asphalt (HMA) – density by the nuclear method
- Field testing of uncured concrete and inspection of reinforcing steel
  - Slump, air, temperature, and casting of cylinders
  - Laboratory testing of cured concrete – compressive strength

##### STRUCTURAL STEEL

- Structural steel inspections during erection on a periodic basis
  - Visual inspection of representative field welds in general accordance with AWS D1.1.
  - Continuous Weld inspection, moment weld inspection, and testing with mag particle or ultrasonic methods are excluded from this scope. Advanced notice will be needed to outsource this work for an extra fee, if requested.

**SOIL STABILIZATION MIX DESIGN**

- Mix Design per IDOT’s Soil Modification with Various Materials procedure for either Lime or Cement (Reference IDOT’s Geotechnical Manual – 2020)
  - Hydrometer/Sieve Analysis on untreated soil
  - Atterberg Limit on untreated soil
  - Standard Proctor on untreated soil
  - Treated soil samples at three target modifier (either cement or lime) contents for IBV testing
  - IBV testing of treated soil samples using a Dynamic Cone Penetrometer (DCP)
  - Standard Proctor on treated soil at the target modifier content
  - Recommend a target modifier content and provide an application rate (LB/SY) and treatment thickness
  - **A sample of either lime or cement (depending on the material recommended for the mix design) from the contractor’s source is required prior to Rubino performing laboratory testing on treated soils.**
- Field Testing
  - Compaction Testing by the nuclear method
  - Application rate of either lime or cement testing
  - Dynamic Cone Penetrometer (DCP) Testing

**LPC 662 TESTING**

- pH testing in accordance with IEPA LPC-662 requirements

**Extras**

- Re-inspection for failed tests
- Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- Floor Flatness testing
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

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

The following summarizes our preliminary estimate for testing and is subject to change based on final scheduling:

Item	Estimated Number of trips	Half / Full Day *
EARTHWORK TESTING	15	Full (8 hours)
INSPECTION OF FOOTING SUBGRADE	15	Full (8 hours)
CONCRETE TESTING – FOOTINGS AND FLOOR SLAB	10	Full (8 hours)
MASONRY TESTING	4	Half (4 hours)
BITUMINOUS PAVING AND EXTERIOR CONCRETE	15	Full (8 hours)
STRUCTURAL STEEL	5	Full (8 hours)

**\*Portal to Portal**

**FEES**

ESTIMATE OF SERVICES & FEES - PREVAILING WAGE RATES						
Description	Quantity		Unit Rate		Total	
<b>EARTHWORK TESTING</b>						
Engineering Technician (MT-2)	120	@	\$120.00	per hour	\$	14,400.00
Specimen Pick Up	2	@	\$295.00	per trip	\$	590.00
Modified Proctor per ASTM D1557	2	@	\$311.50	each	\$	623.00
Sieve Analysis (Washed) - Granular Material	2	@	\$120.00	each	\$	240.00
Nuclear Density Gauge	15	@	\$47.00	per day	\$	705.00
Vehicle Charge - Round Trip	15	@	\$65.00	per trip	\$	975.00
Engineering: Report Review, Consult, Meetings, Admin	15	@	\$135.00	per hour	\$	2,025.00
<b>FOUNDATION SOIL TESTING</b>						
Engineering Technician (MT-2)	120	@	\$120.00	per hour	\$	14,400.00
Vehicle Charge - Round Trip	15	@	\$65.00	per hour	\$	975.00
Engineering: Report Review, Consult, Meetings, Admin	15	@	\$135.00	per hour	\$	2,025.00
<b>CONCRETE TESTING - FOUNDATION / FLOOR SLAB</b>						
Engineering Technician (MT-1)	80	@	\$115.00	per hour	\$	9,200.00
Concrete Test Cylinders for building	50	@	\$18.90	each	\$	945.00
Cylinder Pick Up	4	@	\$295.00	per hour	\$	1,180.00
Vehicle Charge - Round Trip	10	@	\$65.00	per trip	\$	650.00
Engineering: Report Review, Consult, Meetings, Admin	10	@	\$135.00	per hour	\$	1,350.00
<b>MASONRY TESTING</b>						
Engineering Technician (MT-2)	16	@	\$120.00	per hour	\$	1,920.00
Grout Specimens	16	@	\$18.90	per cube	\$	302.40
Mortar Cylinders	24	@	\$18.90	each	\$	453.60
Specimen/Cylinder Pick Up	4	@	\$295.00	per trip	\$	1,180.00
Vehicle Charge - Round Trip	4	@	\$65.00	per trip	\$	260.00
Engineering: Report Review, Consult, Meetings, Admin	4	@	\$135.00	per hour	\$	540.00
<b>BITUMINOUS PAVING AND EXTERIOR CONCRETE</b>						
Engineering Technician (MT-1)	120	@	\$115.00	per hour	\$	13,800.00
Concrete Test Cylinders	45	@	\$18.90	each	\$	850.50
Nuclear Density Gauge	8	@	\$47.00	per day	\$	376.00
Cylinder Pick Up	4	@	\$295.00	per trip	\$	1,180.00
Vehicle Charge - Round Trip	15	@	\$65.00	per trip	\$	975.00
Engineering: Report Review, Consult, Meetings, Admin	15	@	\$135.00	per hour	\$	2,025.00
<b>STRUCTURAL STEEL</b>						
Structural Steel Inspector (MT-2)	40	@	\$125.00	per hour	\$	5,000.00
Equipment Charge	5	@	\$220.00	per day	\$	1,100.00
Vehicle Charge - Round Trip	5	@	\$65.00	per trip	\$	325.00
Engineering: Report Review, Consult, Meetings, Admin	5	@	\$135.00	per hour	\$	675.00
<b>SUMMARY</b>						
					\$	<b>19,558.00</b>
					\$	<b>17,400.00</b>
					\$	<b>13,325.00</b>
					\$	<b>4,656.00</b>
					\$	<b>19,206.50</b>
					\$	<b>7,100.00</b>
					\$	5,500.00
					\$	1,500.00
					\$	<b>88,245.50</b>

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

## PROJECT SCHEDULING

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

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

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

Changes to the schedule or cancellations: [scheduling@rubinoeng.com](mailto:scheduling@rubinoeng.com)

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

Late or Same Day Scheduling will result in additional time charges for coordination and overtime.

## CLOSING

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

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President

[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

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

## AUTHORIZATION AND PROPOSAL ACCEPTANCE

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

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

### PROJECT INFORMATION:

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**

**Schedule of Construction Materials Testing Services & Fees through December 31, 2025 (Illinois Prevailing Wage)**

**LABORATORY TESTING SERVICES**

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 18.90
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 168.00
Bulk Specific Gravity	Each	\$ 144.00
Ignition Oven Test / Reflux Extraction	Each	\$ 192.00
Auto Extraction	Each	\$ 275.00
Core Densities	Each	\$ 50.00
Sieve Analysis (Washed)	Each	\$ 120.00
Sample preparation for the above tests	Each	\$ 50.00
Cylinder Pick Up / Sample Pick Up (not including vehicle charge)	Per Hour	\$ 110.00

**MATERIAL TESTER - 1 - Field inspection of uncured concrete and asphalt.**

Per Hour	\$ 115.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 172.50
Per Hour Overtime Sundays and Holidays	\$ 230.00

**MATERIAL TESTER - 2 - Field testing of soil**

Per Hour	\$ 120.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 180.00
Per Hour Overtime Sundays and Holidays	\$ 240.00

**EQUIPMENT CHARGES**

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 47.00

**ENGINEERING SERVICES**

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 135.00

**REMARKS**

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

Client#: 1171577

RUBINENG

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

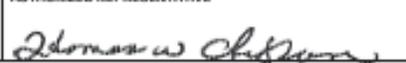
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: ACertificates@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A: RLJ Insurance Company NAIC # 13056 INSURER B: Pacific Insurance Company, Limited 10046 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		PSE0002142	09/01/2024	09/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PSW0002789	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		83OH056719924	09/01/2024	09/01/2025	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability is written on a 'claims made' policy form.  
 Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

## GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.
- 12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.
- 14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9202*

March 31, 2025

Curtis Dettmann, PE  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Proposal No.: 25-0114

Re: Professional Services for:  
City of Yorkville Public Works Building  
Landscape Architecture Construction Phase Services

Dear Curtis:

Thank you for the opportunity to submit this proposal to Engineering Enterprises, Inc. (EEI) for professional landscape architecture construction phase services for a new City of Yorkville (City) public works facility. We have enjoyed working with you during design and look forward to the successful construction of the project.

## **SCOPE OF SERVICES**

The following scope of services is proposed.

### Task 1. Professional Construction Phase Services

We will:

- Review Submittals for conformance with the landscape plans prepared by Hey and Associates.
- Respond to Requests for Information (RFIs) pertaining to landscape issues .
- Assist with the preparation or review of landscape change orders at the client's request.
- Conduct field inspections of landscape materials and/or layout. Brief written reports (e.g., email) will be provided.
- Conduct an inspection of landscape work upon notification of substantial completion. We will provide a written punch list of any observed non-conforming work.
- Conduct a final landscape inspection upon notification that all punch list items have been addressed.
- A modest amount of time has been included for project team meetings and other such coordination.

**Fees and Reimbursable Expenses Not-to-Exceed: \$5,000**

**Total Fees and Reimbursable Expenses Not-to-Exceed: \$5,000**

If this agreement is acceptable, please sign below and return this proposal to our office. This proposal is valid for 60 days from the date of this letter. Our Standard Terms and Conditions are attached and incorporated by reference. Should you have any questions, please contact the project manager, Tim Pollowy, in our Chicago office at 847.404.3845 or [tpollowy@heyassoc.com](mailto:tpollowy@heyassoc.com).

\_\_\_\_\_  
Hey and Associates, Inc.

\_\_\_\_\_  
Engineering Enterprises, Inc.

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Compensation**

**Profession**

**Engineering**

Senior Principal Civil Engineer	\$240
Principal Civil Engineer	\$220
Senior Civil Engineer	\$200
Civil Engineer V	\$185
Civil Engineer I to IV	\$140-180
Engineering Technician I to V	\$120-160
Field Services Manager	\$175

**Ecological Services**

Senior Principal Ecologist	\$220
Senior Project Scientist	\$190
Environmental Services Manager	\$170
Environmental Scientist I to V	\$125-165
Environmental Intern	\$70

**Landscape Architecture**

Senior Landscape Architect	\$195
Landscape Architect I to V	\$135-175
Landscape Designer	\$130

**Design Support**

CAD Technician	\$110
GIS Specialist	\$110

**Administration**

Executive Administrator	\$135
Accounting Administrator	\$110
Office Administrator	\$105

**Expert Testimony**

Rates to be determined on per-project basis

**Reimbursable Expense**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .75/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

**Insurance**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

<b>Liability</b>	<b>Limits of Liability</b>
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

### **Billing**

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts. All invoices paid by credit card will be charged an additional 3.5% processing fee.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2025 through December 31, 2025.

### **Limitation of Costs**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

### **Client's Responsibilities**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

### **Cost Opinions**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

### **Standard of Care**

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

### **Means & Methods**

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

### **Mutual Indemnification**

Subject to the foregoing provisions, Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Contractor or anyone for whom the Contractor is legally responsible, subject to any limitations of liability contained in this Agreement. Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of Hey, Hey's contractors, consultants or anyone for whom Hey is legally liable.

### **Copyright Indemnification**

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

### **Consequential Damages**

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

### **Termination**

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

### **Dispute Resolution**

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.



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 2025-40 & PW 2025-42

**Agenda Item Summary Memo**

**Title:** Notice of Intent to Award Bids: Northwest Elevated Tank Project & North Receiving Station

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Northwest Elevated Water Storage Tank and North Receiving Station Project

– Recommendation to Issue Notice of Intent to Award

**Council Action Previously Taken:**

Date of Action: PW – 4/15/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-40 & 42

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Notice of Intent to Award

**Submitted by:** Brad Sanderson Engineering  
Name Department

**Agenda Item Notes:**

---

---

---

---

---

---



# Memorandum

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

Date: April 15, 2025  
Subject: Northwest Elevated Water Storage Tank

---

Bids were received, opened, and tabulated for work to be done on the Northwest Elevated Water Storage Tank at 1:00 p.m., April 7, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

This project consists of the design and construction of a 2,000,000-gallon elevated water storage tank with a top capacity line at 810 feet, as well as the installation of approximately 150 feet of 20-inch, and 1,880 feet of 16-inch ductile iron water main, site grading, paving, and other site improvements as set forth in the bid documents.

Only one bid was received for this project, which was expected. There is only one contractor in the area that is capable of constructing a tank of this size that also meets the experience requirements for the project.

This project is included in the Illinois Environmental Protection Agency's (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). The next step is to issue the Notice of Intent to Award and submit it with the bid results and remaining final loan application documentation to the IEPA for approval, after which the final Notice of Award will be issued.

Regarding the bid results of the Northwest Elevated Tank project, we recommend the acceptance of the bid and approval of the Notice of Intent to Award be made to the low bidder, CB&I Storage Solutions, LLC, 14105 S. Route 59, Plainfield, IL 60554 in the total amount of **\$9,998,339.60**.

If you have any questions or require additional information, please let us know.



# Memorandum

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

Date: April 22, 2025  
Subject: North Receiving Station

---

Bids were received, opened, and tabulated for work to be done on the North Receiving Station at 11:00 a.m., April 3, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project consists of the North Receiving Station for the City's future Lake Michigan Supply by DuPage Water Commission (DWC), including the following: new building adjacent to the City's existing Well 8 Water Treatment Plant to house new pressure reducing components and pumps for future boosting, chemical feed equipment, all piping components required by DWC with provisions for future expansion including additional pumps and connection to a future onsite ground storage tank, electrical including emergency standby generator, new altitude valve station for the existing elevated water storage tank on site, and associated appurtenances and site work. The low bid was approximately 15% above our engineer's estimate.

This project is included in the Illinois Environmental Protection Agency's (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). The next step is to issue the Notice of Intent to Award and submit it with the bid results and remaining final loan application documentation to the IEPA for approval, after which the final Notice of Award will be issued.

Regarding the bid results of the North Receiving Station project, we recommend the acceptance of the bid and approval of the Notice of Intent to Award be made to the low bidder, Whittaker Construction & Excavating, Inc., P.O. Box 21, 105 E. Park Street, Earlville, IL 60518, in the total amount of **\$6,786,500.00**.

If you have any questions or require additional information, please let us know.

**RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
AUTHORIZING THE ACCEPTANCE OF BIDS AND APPROVAL OF NOTICE OF  
INTENT TO AWARD BIDS FOR THE NORTHWEST ELEVATED TANK PROJECT AND  
THE NORTH RECEIVING STATION PROJECT**

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

**WHEREAS**, the City is currently working toward sourcing water from Lake Michigan instead of local aquifers and a requirement for gaining access to Lake Michigan water through the DuPage Water Commission (the “*Water Source Project*”); and

**WHEREAS**, in order to undertake the Water Source Project, several extensions and improvements are required to the City’s water system including a water receiving station and necessary all appurtenances thereto (the “*North Receiving Station Project*”) and a new elevated water tank (the “*Northwest Elevated Tank Project*”); and

**WHEREAS**, the funding for the total cost of the North Receiving Station Project and the Northwest Elevated Tank Project is through a loan from the State Revolving Fund as a part of the Public Water Loan Supply Loan Program (the “*PWSLP*”) of the Illinois Environmental Protection Agency ( the “IEPA”) which Projects have been approved and included in the IEPA’s funding list; and

**WHEREAS**, bids have been solicited, received , opened, tabulated and reviewed for both Projects and are hereby recommended to be accepted and authorization be given to issue a Notice Of Intent To Award for both recommended bids to the IEPA for approval, all as hereinafter set forth.

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

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

*Section 2:* The Mayor and City Council hereby accept the low bid of \$6,786,500 from Whittaker Construction & Excavating, Inc. of Earlville, Illinois (“Whittaker”) for the North Receiving Station Project and the City Engineers are hereby authorized to submit a Notice of Intent to Award said bid to the IEPA for approval; and, if approved by the IEPA for funding through the PWSLP, to proceed to award the contract to construct the North Receiving Station Project to Whittaker.

*Section 3:* The Mayor and City Council hereby accept the low bid of \$9,998,339.60 from CB&I Storage Solutions, LLC of Plainfield, Illinois ( “CB&I”) for the Northwest Elevated Storage Tank Project and the City Engineers are hereby authorized to submit a Notice of Intent to Award be submitted to the IEPA for approval; and, if approved by the IEPA for funding through PWSLP, to proceed to award the contract to construct the North Receiving Station Project to CB&I.

*Section 4:* This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**BID TABULATION  
NORTHWEST ELEVATED WATER STORAGE TANK  
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 4/7/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	FENCE REMOVAL	FOOT	55	\$ 9.58	\$ 526.90
2	CONSTRUCTION SITE PERIMETER FENCE	FOOT	1,250	\$ 6.89	\$ 8,612.50
3	PERIMETER EROSION BARRIER	FOOT	1,250	\$ 5.38	\$ 6,725.00
4	TEMPORARY DITCH FILTER	EACH	1	\$ 265.88	\$ 265.88
5	INLET PROTECTION	EACH	1	\$ 371.37	\$ 371.37
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	125	\$ 145.32	\$ 18,165.00
7	RESTORATION, SEEDING - PRAIRIE SEED MIX	ACRE	1	\$ 18,137.78	\$ 18,137.78
8	RESTORATION, SEEDING - CLASS 2A	ACRE	1	\$ 18,245.43	\$ 18,245.43
9	TREE, QUERCUS MACROCARPA, 4" CALIPER, BALLED AND BURLAPPED	EACH	3	\$ 1,501.61	\$ 4,504.83
10	SHRUB, THUJA OCCIDENTALIS (BAILJOHN), TECHNITO ARBORVITAE, 4' HEIGHT, BALLED AND BURLAPPED	EACH	10	\$ 554.36	\$ 5,543.60
11	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	405	\$ 34.45	\$ 13,952.25
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	TONS	25	\$ 34.45	\$ 861.25
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	150	\$ 141.01	\$ 21,151.50
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	150	\$ 90.42	\$ 13,563.00
15	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	680	\$ 55.97	\$ 38,059.60
16	AGGREGATE SHOULDERS, TYPE B, 6"	SQYD	130	\$ 41.98	\$ 5,457.40
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TONS	155	\$ 150.70	\$ 23,358.50
18	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TONS	80	\$ 161.46	\$ 12,916.80
19	BITUMINOUS MATERIALS (TACK COAT)	POUND	155	\$ 3.71	\$ 575.05
20	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	130	\$ 29.60	\$ 3,848.00
21	FOUNDATION MATERIAL	CUYD	75	\$ 150.70	\$ 11,302.50

**BID TABULATION  
NORTHWEST ELEVATED WATER STORAGE TANK  
UNITED CITY OF YORKVILLE**

BID TABULATION  
BIDS RECD 4/7/2025

**CB&I Storage Tank Solutions**  
14105 S. Route 59  
Plainfield, IL 60554

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
22	WATER MAIN, D.I.P, CLASS 52, WITH CATHODIC PROTECTION AND POLYETHYLENE WRAP, 20-INCH	FOOT	115	\$ 333.69	\$ 38,374.35
23	WATER MAIN, D.I.P, CLASS 54, WITH POLYETHYLENE WRAP, 20-INCH	FOOT	30	\$ 409.04	\$ 12,271.20
24	WATER MAIN, D.I.P, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	1,885	\$ 209.90	\$ 395,661.50
25	DUCTILE IRON FITTINGS	POUND	3,000	\$ 20.40	\$ 61,200.00
26	FIELD LOK GASKET, 20"	EACH	9	\$ 1,060.28	\$ 9,542.52
27	FIELD LOK GASKET, 16"	EACH	13	\$ 726.59	\$ 9,445.67
28	BUTTERFLY VALVE AND VALVE VAULT, 20" VALVE IN 72" VAULT	EACH	1	\$ 18,799.78	\$ 18,799.78
29	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	3	\$ 16,490.85	\$ 49,472.55
30	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	3	\$ 12,109.80	\$ 36,329.40
31	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 2,852.53	\$ 2,852.53
32	WATER MAIN TESTING - PRESSURE AND DISINFECTION	EACH	1	\$ 10,258.34	\$ 10,258.34
33	STORM SEWERS, CLASS A, TYPE 2, 15"	FOOT	50	\$ 88.27	\$ 4,413.50
34	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	\$ 1,776.10	\$ 3,552.20
35	CATCH BASINS, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 6,587.73	\$ 6,587.73
36	CHAIN LINK FENCE, BLACK VINYL COATED, 8' TALL	FOOT	1,010	\$ 61.79	\$ 62,407.90
37	ROLLER GATE	EACH	1	\$ 5,715.82	\$ 5,715.82
38	SIGN PANEL - TYPE 1	SQFT	8	\$ 602.80	\$ 4,822.40
39	TELESCOPING STEEL SIGN SUPPORT	FOOT	15	\$ 16.15	\$ 242.25
40	CONCRETE BOLLARD	EACH	1	\$ 1,991.39	\$ 1,991.39
41	SPLASH PAD	EACH	1	\$ 1,345.53	\$ 1,345.53
42	TRAFFIC CONTROL & PROTECTION	LSUM	1	\$ 8,826.70	\$ 8,826.70
43	QUAZITE HANDHOLE	EACH	3	\$ 9,947.26	\$ 29,841.78

**BID TABULATION  
NORTHWEST ELEVATED WATER STORAGE TANK  
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 4/7/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
44	ELECTRICAL SERVICE INSTALLATION, COMPLETE	LSUM	1	\$ 12,942.95	\$ 12,942.95
45	3-INCH PVC, PCC ENCASED CONDUIT, POWER SUPPLY	FOOT	150	\$ 199.14	\$ 29,871.00
46	3-INCH RIGID CONDUIT, DIRECTIONALLY DRILLED, POWER SUPPLY	FOOT	235	\$ 165.77	\$ 38,955.95
47	ELECTRIC CABLE IN CONDUIT, 3/C #4/0	FOOT	425	\$ 54.90	\$ 23,332.50
48	2-INCH PVC, PCC ENCASED CONDUIT, LIGHTING	FOOT	250	\$ 116.25	\$ 29,062.50
49	ELECTRIC CABLE IN CONDUIT, 3/C #4/0 CU, #10/0 GROUND	FOOT	350	\$ 10.76	\$ 3,766.00
50	CAT5E CABLE IN PCC ENCASED CONDUIT, 2 CABLE	FOOT	350	\$ 6.15	\$ 2,152.50
51	HUBBELL RATIO PAR 3 LIGHT POLE WITH PCC FOUNDATION, COMPLETE	EACH	2	\$ 17,551.13	\$ 35,102.26
52	CCTV SECURITY CAMERA SYSTEM, 4-CAMERA, CABINET AND ANTENNA, COMPLETE	LSUM	1	\$ 38,898.82	\$ 38,898.82
53	CHLORINE ANALYZER	LSUM	1	\$ 21,313.24	\$ 21,313.24
54	SCADA, COMPLETE AND OPERATIONAL	LSUM	1	\$ 42,885.90	\$ 42,885.90
55	6" PVC CONDUIT WITH CAPPED ENDS	FOOT	360	\$ 149.09	\$ 53,672.40
56	SUMP SERVICE, 6 - INCH PVC SDR 26	FOOT	45	\$ 102.26	\$ 4,601.70
57	ELEVATED WATER STORAGE TANK - 2,000,000 GALLON SINGLE PEDESTAL SPHEROID INCLUDING DESIGN AND CONSTRUCTION	LSUM	1	\$ 6,589,770.01	\$ 6,589,770.01
58	FOUNDATION AND UTILITY ROOM, INCLUDING PIPING, BUTTERFLY VALVE, ELECTRICAL CONDUITS AND APPURTENANCES FOR ITEM 52, INCLUDING DESIGN AND CONSTRUCTION	LSUM	1	\$ 1,224,300.59	\$ 1,224,300.59
59	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1	\$ 3,767.49	\$ 3,767.49
60	EXTERIOR PAINTING, COMPLETE	LSUM	1	\$ 334,891.28	\$ 334,891.28
61	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1	\$ 297,456.02	\$ 297,456.02
62	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1	\$ 122,290.64	\$ 122,290.64
63	LETTERING AND LOGO	LSUM	1	\$ 89,206.67	\$ 89,206.67
TOTAL (Items 1-63)					\$ 9,998,339.60

Highlighted box indicates updated total from bid.

<p style="text-align: center;"><b>BID SUMMARY</b>  <b>NORTHWEST ELEVATED WATER STORAGE TANK</b>  <b>UNITED CITY OF YORKVILLE</b></p>				
BID TABULATION BIDS RECEIVED 1:00 P.M. 04/07/25	<p style="text-align: center;"><b>CB&amp;I Storage Tank Solutions</b>                      14105 S. Route 59                      Plainfield, IL 60554</p>			
<b>TOTAL BID</b>	<b>\$9,998,339.60</b>			
ADDENDUM #1	X			
ADDENDUM #2	X			
BID BOND	X			
SIGNED BID	X			
ATTENDED PRE-BID MEETING	X			

NOTICE OF INTENT TO AWARD

TO: CB&I Storage Tank Solutions LLC  
14105 S. Route 59  
Plainfield, IL 60544

PROJECT Description: The Northwest Elevated Water Storage Tank project consists of the design and construction of a 2,000,000 gallon elevated water storage tank with a top capacity line at 810 feet, as well as the installation of approximately 150 feet of 20-inch, and approximately 1880 feet of 16-inch ductile iron water main, and site grading, paving, and other site improvements..

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated February 20, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted, contingent upon Illinois Environment Protection Agency (IEPA) approval, for items in the amount of \$ Nine million nine hundred ninety eight thousand three hundred thirty nine and 60/100 Dollars (\$9,998,339.60).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this 22 day of April, 2025.

United City of Yorkville  
Owner  
By \_\_\_\_\_  
Title Mayor

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**



<b>BID SUMMARY</b> <b>NORTH RECEIVING STATION PROJECT - YO2415-P</b> <b>UNITED CITY OF YORKVILLE, IL</b>						
BID TABULATION BIDS RECEIVED 11:00 A.M. 04/03/25	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Granite Construction Company 216 Jefferson Street Chicago, IL 60661	IHC Construction Companies, LLC 385 Airport Rd, Ste 100 Elgin, IL 60123	John Burns Construction Company, LLC 999 Oakmont Plaza Drive Suite 400, Westmont, IL 60559	Joseph J. Henderson & Son, Inc. 4288 Old Grand Avenue Gurnee, IL 60031	Lite Construction, Inc. 711 S Lake Street Montgomery, IL 60538
<b>TOTAL BID</b>	\$5,884,200.00	\$7,896,158.00	No Bid	No Bid	No Bid	\$7,477,000.00
ATTENDED MANDATORY PRE-BID MEETING		X	X	X	X	X
ADDENDUM NO. 1		X				X
ADDENDUM NO. 2		X				X
ADDENDUM NO. 3		X				X
ADDENDUM NO. 4						X
MANDATORY ALTERNATE BID SCHEDULE		X				X
UNIT PRICE SCHEDULE		X				X
BID BOND						X
SIGNED BID		X				X
IEPA DOCUMENTS						
BIDDER'S QUESTIONNAIRE		X				X
% above/below Engineer's Estimate		34.19%		27.07%		
		Pacific Construction Services, LLC 5511 N Cumberland Ave. Suite 608, Chicago, IL 60656	Vissering Construction Company 175 Benchmark Industrial Dr. Streator, IL 61364	Whittaker Construction & Excavating, Inc. P.O. Box 21 Earlville, IL 60518	Winner Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564	
<b>TOTAL BID</b>		\$7,210,110.00	\$7,171,000.00	\$6,786,500.00	No Bid	
ATTENDED MANDATORY PRE-BID MEETING		X	X	X	X	
ADDENDUM NO. 1		X	X	X		
ADDENDUM NO. 2		X	X	X		
ADDENDUM NO. 3		X	X	X		
ADDENDUM NO. 4		X	X	X		
MANDATORY ALTERNATE BID SCHEDULE		X	X	X		
UNIT PRICE SCHEDULE		X	X	X		
BID BOND		X	X	X		
SIGNED BID		X	X	X		
IEPA DOCUMENTS			X	X		
BIDDER'S QUESTIONNAIRE		X	X	X		
% above/below Engineer's Estimate		22.53%	21.87%	15.33%		

**BASE BID SCHEDULE**

SECTION	EQUIPMENT/ ACTIVITY		ENGINEER'S ESTIMATE		WHITTAKER CONSTRUCTION & EXCAVATING, INC.		VISSERING CONSTRUCTION COMPANY	
			BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER	BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER	BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER
11210	High Service Pumping Equipment	Grundfos		\$ 165,000.00		\$ 125,000.00		
		Flowserve			X	\$ 120,000.00	X	\$ 120,000.00
		Goulds				\$ 150,000.00		
11266	Chemical Feed Equipment (Sodium Hypochlorite System)	Watson Marlow		\$ 30,000.00	X	\$ 56,000.00	x	\$ 50,000.00
		Blue-White				NO BID		
		Albin Pump				\$ 60,000.00		
11265	Chemical Storage Tanks (Sodium Hypochlorite System)	Poly Processing		\$ 35,000.00	X	\$ 25,000.00	x	\$ 43,000.00
		Assmann				NO BID		
11266	Chemical Feed Equipment (Orthophosphate System)	Watson Marlow		\$ 25,000.00	X	\$ 56,000.00	x	\$ 70,000.00
		Blue-White				NO BID		
		Albin Pump				NO BID		
11265	Chemical Storage Tanks (Orthophosphate System)	Poly Processing		\$ 30,000.00	X	\$ 25,000.00	x	\$ 7,000.00
		Assmann				NO BID		
11395	Flow Meters	Endress + Hauser		\$ 45,000.00		\$ 41,470.00		
		Sparling		\$ -	X	\$ 34,000.00		
		ABB		\$ -		\$ 41,470.00	x	\$ 40,000.00
13310	Altitude Valve Station	Engineered Fluid, Inc.		\$ 185,000.00	X	\$ 177,106.00	x	\$ 177,000.00
		Metropolitan Industries, Inc.				\$ 300,000.00		
16620	Packaged Diesel Engine Generator Systems <i>(insert submitted alternative) (equal subject to approval)</i>	Caterpillar		\$ 300,000.00	X	\$ 185,307.00	x	\$ 185,000.00
						NO BID		
16900	Instrumentation System <i>(insert submitted alternative) (equal subject to approval)</i>	Advanced Automation & Controls		\$ 160,000.00	X	\$ 136,780.00	x	\$ 138,000.00
						NO BID		
<b>OVERALL LUMP SUM BASE BID PRICE</b>			<b>Dollars (\$</b>	<b>\$ 5,884,200.00</b>	<b>Dollars (\$</b>	<b>\$ 6,786,500.00</b>	<b>Dollars (\$</b>	<b>7,171,000.00</b>

**BASE BID SCHEDULE**

SECTION	EQUIPMENT/ ACTIVITY	GRANITE CONSTRUCTION COMPANY		LITE CONSTRUCTION, INC.		PACIFIC CONSTRUCTION SERVICES, LLC	
		BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER	BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER	BASE BID EQUIPMENT MANUFACTURER	MANUFACTURER'S COST TO BIDDER
11210	High Service Pumping Equipment	Grundfos	x \$ 121,215.00	x \$ 121,215.00	x \$ 121,215.00		
		Flowserve					
		Goulds					
11266	Chemical Feed Equipment (Sodium Hypochlorite System)	Watson Marlow	\$ 22,217.00				
		Blue-White					
		Albin Pump	x \$ 22,217.00	x \$ 22,217.00	x \$ 22,217.00		
11265	Chemical Storage Tanks (Sodium Hypochlorite System)	Poly Processing	x \$ 56,555.00	x \$ 56,555.00	x \$ 56,555.00		
		Assmann					
11266	Chemical Feed Equipment (Orthophosphate System)	Watson Marlow					
		Blue-White					
		Albin Pump	x \$ 56,555.00	x \$ 56,555.00	x \$ 56,555.00		
11265	Chemical Storage Tanks (Orthophosphate System)	Poly Processing	x \$ 6,900.00	x \$ 6,900.00	x \$ 6,900.00		
		Assmann					
11395	Flow Meters	Endress + Hauser					
		Sparling	x \$ 34,000.00	x \$ 34,000.00	x \$ 34,000.00		
		ABB					
13310	Altitude Valve Station	Engineered Fluid, Inc.		x \$ 177,106.00	x \$ 177,106.00		
		Metropolitan Industries, Inc.	x \$ 299,711.00				
16620	Packaged Diesel Engine Generator Systems <i>(insert submitted alternative)</i> <i>(equal subject to approval)</i>	Caterpillar		x \$ 185,000.00	x \$ 185,307.00		
16900	Instrumentation System <i>(insert submitted alternative)</i> <i>(equal subject to approval)</i>	Advanced Automation & Controls		x \$ 178,250.00	x \$ 136,780.00		
<b>OVERALL LUMP SUM BASE BID PRICE</b>			<b>Dollars (\$ 7,896,158.00)</b>	<b>Dollars (\$ 7,477,000.00)</b>	<b>Dollars (\$ 7,210,110.00)</b>		

**UNIT PRICE SCHEDULE**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ENGINEER'S ESTIMATE UNIT PRICE</u>	<u>WHITTAKER UNIT PRICE</u>	<u>% above/below engr. est.</u>	<u>LITE CONST. UNIT PRICE</u>	<u>PACIFIC UNIT PRICE</u>	<u>VISSERING UNIT PRICE</u>	<u>GRANITE UNIT PRICE</u>
1	SANITARY SEWER, 6-INCH, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 150.00	\$ 55.00	-63.33%	\$ 57.00	\$ 132.00	\$ 230.00	\$ 119.57
2	WATER MAIN, 24-INCH, CLASS 54, DIP, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 400.00	\$ 350.00	-12.50%	\$ 242.00	\$ 540.00	\$ 485.00	\$ 489.15
3	WATER MAIN, 24-INCH, CLASS 52, DIP, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 375.00	\$ 295.00	-21.33%	\$ 240.00	\$ 480.00	\$ 550.00	\$ 434.80
4	WATER MAIN, 16-INCH, CLASS 54, DIP, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 350.00	\$ 250.00	-28.57%	\$ 190.00	\$ 360.00	\$ 425.00	\$ 326.10
5	WATER MAIN, 16-INCH, CLASS 52, DIP, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 300.00	\$ 225.00	-25.00%	\$ 194.00	\$ 300.00	\$ 385.00	\$ 271.75
6	STORM SEWER, 12-INCH RCP, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 175.00	\$ 55.00	-68.57%	\$ 89.00	\$ 90.00	\$ 120.00	\$ 81.53
7	POTABLE WATER VALVE VAULT, 60", WITH 16" BUTTERFLY VALVE	EACH	\$ 12,000.00	\$ 16,190.00	34.92%	\$ 14,000.00	\$ 14,400.00	\$ 9,250.00	\$ 13,044.00
8	POTABLE WATER VALVE VAULT, 72", WITH 24" BUTTERFLY VALVE	EACH	\$ 15,000.00	\$ 30,000.00	100.00%	\$ 27,000.00	\$ 20,400.00	\$ 15,800.00	\$ 18,479.00
9	N-12 PERFORATED HPDE DRAIN PIPING, 4-INCH, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 60.00	\$ 40.00	-33.33%	\$ 42.00	\$ 60.00	\$ 65.00	\$ 54.35
10	POTABLE WATER SERVICE, 2-INCH, COPPER, UNDERGROUND, AS SPECIFIED, COMPLETE	FOOT	\$ 85.00	\$ 72.00	-15.29%	\$ 115.00	\$ 288.00	\$ 160.00	\$ 260.88
11	TYPE A 4 FT DIA MANHOLE, TYPE 1 FRAME W/ CLOSED LID	EACH	\$ 7,000.00	\$ 4,600.00	-34.29%	\$ 6,000.00	\$ 6,000.00	\$ 4,740.00	\$ 4,348.00
12	TYPE A STORM INLET, TYPE D FRAME W/ OPEN GRATE	EACH	\$ 5,000.00	\$ 2,500.00	-50.00%	\$ 2,000.00	\$ 2,400.00	\$ 3,270.00	\$ 2,174.00
13	TYPE A STORM CATCH BASIN, TYPE D FRAME W/ OPEN GRATE	EACH	\$ 7,500.00	\$ 4,650.00	-38.00%	\$ 5,600.00	\$ 6,000.00	\$ 5,240.00	\$ 5,435.00
14	AGGREGATE SUB-BASE, TYPE B, CA-1, 4-INCH	SQ. YD.	\$ 20.00	\$ 6.00	-70.00%	\$ 53.00	\$ 8.00	\$ 20.00	\$ 27.18
15	AGGREGATE SURFACE COURSE, TYPE B, CA-6, 8-INCH	SQ. YD.	\$ 22.00	\$ 15.00	-31.82%	\$ 47.00	\$ 8.00	\$ 30.00	\$ 67.39
16	HOT-MIX ASPHALT BINDER COURSE, 4", IL-19.0, N50	SQ. YD.	\$ 30.00	\$ 20.00	-33.33%	\$ 22.00	\$ 30.00	\$ 30.00	\$ 20.11
17	HOT-MIX ASPHALT SURFACE COURSE, 2", IL-9.5, MIX "D", N50	SQ. YD.	\$ 35.00	\$ 12.00	-65.71%	\$ 14.00	\$ 20.00	\$ 15.00	\$ 11.41
18	PCC SIDEWALK, 5-FOOT WIDE	SQ. YD.	\$ 150.00	\$ 132.00	-12.00%	\$ 135.00	\$ 108.00	\$ 100.00	\$ 26.92
19	COMPACTED FILL, CA-6, FOR STRUCTURAL LOCATIONS	CU. YD.	\$ 75.00	\$ 73.00	-2.67%	\$ 56.00	\$ 50.00	\$ 25.00	\$ 70.66
20	EARTH OVER-EXCAVATION AND BACKFILL (THE FIRST 50 CU. YD. SHALL BE INCLUDED IN THE LUMP SUM BASE BID)	CU. YD.	\$ 150.00	\$ 80.00	-46.67%	\$ 17.00	\$ 150.00	\$ 75.00	\$ 135.88
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	CU. YD.	\$ 250.00	\$ 30.00	-88.00%	\$ 89.00	\$ 198.00	\$ 20.00	\$ 179.36

NOTICE OF INTENT TO AWARD

TO: Whittaker Construction & Excavating, Inc.  
P.O. Box 21  
105 E. Park Street  
Earlville, IL 60518

PROJECT Description: North Receiving Station, including all associated appurtenances, site work, and materials necessary to complete the project.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated February 17, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted, contingent upon Illinois Environment Protection Agency (IEPA) approval, for items in the amount of Six Million, Seven Hundred Eighty-Six Thousand, Five Hundred Dollars (\$6,786,500.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this 22<sup>nd</sup> day of April, 2025.

United City of Yorkville  
Owner  
By \_\_\_\_\_  
Title Mayor

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2025-41

**Agenda Item Summary Memo**

**Title:** Northwest Elevated Water Storage Tank Construction Engineering Agreement

**Meeting and Date:** City Council – April 22, 2025

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

**Council Action Previously Taken:**

Date of Action: PW – 4/15/25      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-41

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

**Agenda Item Notes:**

---

---

---

---

---

---



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: April 10, 2025  
Subject: Construction Engineering Agreement

---

## **Summary**

A proposed Professional Service Agreement from EEI for the construction engineering services for the northwest water tower.

## **Background**

This 2-million-gallon elevated water storage tank (EWST) will be located just north of Corneils Rd. on Eldamain Rd. This location was chosen to serve residential and data center needs along with assisting in bringing us into compliance with the DWC mandate to have 2 times our average day water use in storage.

EEI is proposing an hourly rate professional service agreement in the amount of \$395,405 to perform construction engineering services during the construction of this tank. The services proposed would get us from the pre-construction meeting through the one-year warranty inspection. EEI would provide shop drawing review, construction oversight, IEPA coordination, and preparation of all O & M manuals and warranties.

There is \$280,000 budgeted in the FY26 budget for construction engineering. Since this is project is expected to a full year to complete, the balance of the construction engineering budget will be paid for out of the FY 27 budget.

## **Recommendation**

Staff recommends approval of this professional service agreement with EEI in the amount of \$395,405.

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to construct a new elevated water storage tank (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – Northwest Elevated Water Storage Tank (Construction)*, attached

hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
City Clerk

**Agreement for Professional Services  
Northwest Elevated Water Storage Tank (Construction)**

**United City of Yorkville**

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 provide construction administration, coordination, layout, and inspection and to complete all necessary engineering services to the City as indicated on the included Attachment B. *Services to be provided include all professional engineering services for the construction of a new elevated water storage tank. All Engineering will be in accordance with all City, Standards for Sewer and Water Main Construction in Illinois 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 Estimate of Level of Effort and Associated Cost included in Attachment C and associated Scope of Work included as Attachment B. Construction Engineering will be paid for on an hourly or actual basis in a not to exceed amount of \$395,405. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges. All payments will be made accordingly 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 ENGINEER'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 Contractor:**

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 contractor. 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 ENGINEERS, 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 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:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2025 Standard Schedule of Charges
- Attachment F:** EPA 5700-49 Certification of Debarment Suspension
- Attachment G:** IEPA Contract Requirements
- Attachment H:** Supplemental WIFIA Contract Clauses

**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 \_\_\_\_\_, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
 John Purcell  
 Mayor

\_\_\_\_\_  
 Bradley P. Sanderson  
 Chief Operating Officer /President

\_\_\_\_\_  
 Jori Behland  
 City Clerk

\_\_\_\_\_  
 Todd Wells  
 Project Manager



# STANDARD TERMS AND CONDITIONS

## Attachment A

**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 manner 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.



# SCOPE OF SERVICES

## Attachment B

### NORTHWEST ELEVATED WATER STORAGE TANK

#### CONSTRUCTION ENGINEERING

United City of Yorkville, Kendall County, IL

The United City of Yorkville is constructing a spheroidal style 2.0 MG Elevated Water Storage Tank (spheroid) on a previously undeveloped site at 1700 Eldamain Road, including off-site connection water main. Our scope of services related to this project includes Construction Engineering. Below is a list of work items in more detail:

#### CONSTRUCTION ENGINEERING

##### 3-1 Construction Administration

- Precon Meeting (Preparation and Attendance)
- Review of Shop Drawings
- Obtain/Provide All Construction Documents from Contractor
- Prepare and Coordinate Operating Permit from the IEPA
- Prepare Pay Estimates
- Daily/Weekly Updates to City
- Bi-weekly Progress Meetings (Assuming 52 Active Construction Weeks)
- On-going Communication/Coordination with Contractor (RFIs)
- Review of O&M Manuals/Warranties
- Prepare and Deliver O&M Manuals/Warranties
- Perform Substantial Completion Inspection
- Punchlist
- One-Year Anniversary Review & Warranty

##### 3-2 Construction Layout and Record Drawings

3-3 Construction Observation (Assuming 52 Active Construction Weeks) - Construction observation work will range from part-time to full-time efforts depending on the contractor's work activity and the criticality of the associated work activity.

#### DIRECT EXPENSES/SUB-CONSULTANTS

- Mileage
- Geotechnical Engineering Services
- Electrical Engineering Services

This Scope of Work and associated Estimated Level of Effort and Associated Cost (Attachment D) assume a project completion date of November 30, 2026, except for warranty on anniversary review work which would be completed by November 30, 2027. If work extends beyond this completion date, the additional work shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Furthermore, the above scope for “NORTHWEST ELEVATED WATER STORAGE TANK – CONSTRUCTION ENGINEERING” 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		YO 2418	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Northwest Elevated Water Storage Tank - Construction Engineering		4/8/25	TAW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE II	PE	PLS	CADD	ADMIN	HOURS	COST	
		PERSON	BPS	MGS	TAW	MWS	AMN	JMB	KKP	DRA			
		RATE	\$256	\$243	\$218	\$208	\$175	\$182	\$182	\$75			
<b>3.1 CONSTRUCTION ADMINISTRATION</b>													
	Precon Meeting (Preparation and Attendance)		3		6	3	3				15	\$ 3,225	
	Review of Shop Drawings					12	28				40	\$ 7,396	
	Obtain/Provide Construction Documents					4	4				8	\$ 1,532	
	Prepare and Coordinate Operating Permit from IEPA					4	4				8	\$ 1,532	
	Daily/Weekly Updates to City				13	52	52				117	\$ 22,750	
	Bi-Weekly Progress Meetings		26		13	26	26				91	\$ 19,448	
	Communication/Coordination with Contractor (RFIs)				8	16	40			8	72	\$ 12,672	
	Review of O&M Manual/Warranties				1	4	4				9	\$ 1,750	
	Perform Substantial Complete Inspection				2	8	8				18	\$ 3,500	
	Punchlist					8	16				24	\$ 4,464	
	One-Year Anniversary Review and Warranty					8	16				24	\$ 4,464	
	<b>Task Subtotal:</b>		<b>29</b>	<b>-</b>	<b>43</b>	<b>145</b>	<b>201</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>426</b>	<b>\$ 82,733</b>	
<b>3.2 CONSTRUCTION LAYOUT AND RECORD DRAWINGS</b>													
	Office Preparation			4							4	\$ 972	
	Field Staking							35			35	\$ 6,370	
	As-Builts							10			10	\$ 1,820	
	Easement Review and Staking							3			3	\$ 546	
	<b>Task Subtotal:</b>		<b>-</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48</b>	<b>-</b>	<b>-</b>	<b>52</b>	<b>\$ 9,708</b>	
<b>3.3 CONSTRUCTION OBSERVATION</b>													
	Construction Observation				26	336	1,240				1,602	\$ 292,556	
	<b>Task Subtotal:</b>		<b>-</b>	<b>-</b>	<b>26</b>	<b>336</b>	<b>1,240</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,602</b>	<b>\$ 292,556</b>	
<b>PROJECT TOTAL:</b>			<b>29</b>	<b>4</b>	<b>69</b>	<b>481</b>	<b>1,441</b>	<b>48</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>2,080</b>	<b>\$ 384,997</b>

**EEl STAFF**

BPS Bradley P. Sanderson, PE  
TAW Todd A. Wells, PE  
MWS Michael W. Schweisthal, PE  
AMN Adam M. Noon, EI  
MGS Mark G. Scheller, PLS  
JMB Joshua M. Boatman, PLS  
KKP Kristopher K. Pung  
DRA Deborah R. Anderson

**DIRECT EXPENSES**

Mileage = \$ 3,380  
Geotechnical Engineering = \$ 4,000  
Electrical Engineering = \$ 4,000  
**DIRECT EXPENSES = \$ 11,380**

**LABOR SUMMARY**

EEl Labor Expenses = \$ 384,025  
**TOTAL LABOR EXPENSES \$ 384,025**

**TOTAL COSTS \$ 395,405**



**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>											
United City of Yorkville		YO 2418											
<b>PROJECT TITLE</b>		<b>DATE</b>						<b>PREPARED BY</b>					
Northwest Elevated Water Storage Tank - Construction Engineering		4/8/25						TAW					
TASK NO.	TASK DESCRIPTION	2025											
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>CONSTRUCTION ENGINEERING</b>													
3.1	Construction Administration												
3.2	Construction Layout and Administration												
3.3	Construction Observation												
TASK NO.	TASK DESCRIPTION	2026											
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>CONSTRUCTION ENGINEERING</b>													
3.1	Construction Administration												
3.2	Construction Layout and Administration												
3.3	Construction Observation												

NOTE: The anniversary review and associated warranty work are anticipated to complete in November 2027.





# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
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%	

\* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



EPA Project Control Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name and Title of Authorized Representative

4/9/2025

---

Signature of Authorized Representative

Date

---

I am unable to certify to the above statements. May explanation is attached.

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

**Covenant Against Contingent Fees:**

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters:**

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

**USEPA Nondiscrimination Clause:**

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**USEPA Fair Share Percentage Clause:**

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

**Debarment and Suspension.** Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

**NEW RESTRICTIONS ON LOBBYING**

**Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.





# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: April 10, 2025  
Subject: PSA for North Receiving Station

---

## **Summary**

A proposed Professional Service Agreement from EEI for construction engineering services for the north receiving station.

## **Background**

As part of our Lake Michigan water project, we are constructing 2 receiving stations to get water from DWC. The north receiving station will be located at the Grande Reserve water treatment plant on Lehman Crossing. This station is where we take the water from DWC and distribute it into the water tower and out to the system. This building also accounts for possible future improvements such as a ground storage tank and booster pump.

EEI is proposing an hourly rate agreement in the amount of \$359,492 with an additional \$48,500 in direct expenses. This brings the total amount of the PSA to \$407,992. This is a long project; the construction engineering is budgeted for over 3 fiscal years for a total of \$363,000. We will have to adjust future fiscal year(s) budgets to account for the \$44,992 difference from what is budgeted to what is proposed. With a project this large and taking so much time, it is not unusual to have to adjust some of the costs in future years.

## **Recommendation**

Staff recommends approval of this agreement.

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to construct the North Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *North*

Receiving Station, United City of Yorkville, Professional Services Agreement – Construction Engineering, attached hereto as Exhibit A.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
City Clerk

## **Agreement for Professional Services North Receiving Station – 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:**

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. Construction Engineering services shall be provided as indicated on the Scope of Services on Attachment B. 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. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$359,492.00. Direct expenses are estimated at \$48,500.00. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

### **D. Changes in Rates of Compensation:**

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



**E. Ownership of Records and Documents:**

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:   x   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) x 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 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:** Estimated Level of Effort and Associated Cost

**Attachment D:** Estimated Schedule

**Attachment E:** 2025 Standard Schedule of Charges



**Attachment F:** EPA Loan Certification Form

**Attachment G:** IEPA Professional Services Contract Clauses

**Attachment H:** Supplemental USEPA/WIFIA Professional Services Contract Clauses

**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 \_\_\_\_\_, 2025.

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  
Director of Marketing and Business Development



## 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.



**North Receiving Station  
United City of Yorkville, IL  
Professional Services Agreement - Construction Engineering**

**Attachment B – Scope of Services**

The United City of Yorkville intends to construct the North Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission. Items include construction of a new building to house a new pressure adjusting station, including booster pumping and pressure reducing components with all process piping, chemical feed system including chlorine and phosphate, architectural components, electrical, connection to existing water main, associated water main piping modifications and valves, SCADA upgrades, and generator as well as a new Altitude Valve for the Northeast Elevated Water Storage Tank. The project is expected to receive IEPA and WIFIA funding pending closing of the loan applications currently in process for each.

The following list of work items summarizes the scope of engineering services for this project, for which a detailed breakdown and estimated level of effort for major items is included in Attachment C:

**CONSTRUCTION ENGINEERING**

**Construction Administration**

- Project Administration and Supervision of Staff, Budget
- Contracting Coordination with Contractor and the City
- Preparation of Construction Issue Plans and Specifications
- Prepare for, Attend, and Facilitate the Preconstruction and Construction Progress Meetings with the Contractor Including Preparation of Meeting Minutes (Assumes 12 Total Meetings Max.)
- Construction Coordination with Contractor and the City
- Review Shop Drawings, O&M Manuals, and Warranty Information
- Review and Respond to Contractor Requests for Information (RFIs), Proposed Change Orders (PCOs), and Prepare Change Orders
- Review Contractor Pay Requests, Gather Invoices, Waivers of Lien, Certified Payroll, and Material Certification, and Prepare Pay Estimates
- Coordinate with IEPA and USEPA for SRF and WIFIA Loans Including Loan Disbursement Requests

**Construction Layout and Record Drawings**

- Stake Proposed Structures
- Perform Post Construction Field Survey for Record Drawings
- Prepare Record Drawings

**Construction Observation and Documentation**

- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Part-Time Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 50 Weeks)
- Provide Weekly Construction Update Emails to City Staff During Construction Activity Onsite
- Perform Punch Walks, Prepare Punch List, and Provide Follow Up Inspections and Recommend Acceptance
- Prepare Project Closeout Paperwork



**NOTES AND EXCLUSIONS**

- The above scope of services does not include the following:
  - WIFIA Loan Application or Loan Processing/Coordination other than furnishing required documentation to USEPA (provided by/responsibility of the Contractor to furnish)
  - Additional Progress Meetings or Construction Observation Beyond That Specified
  - Attendance/Presentations at City Meetings
  - No Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal
  - Excludes Detailed Review of Contractor's Certified Payroll
- Assumes IEPA Loan Coordination Work to be Split Between North Receiving Station and Northwest EWST, which are included on the same IEPA Loan

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings, construction observation, and coordination beyond that defined in the above scope and estimated in the fee estimate shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment E) in effect at the time the extra work is performed.



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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2415-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
North Receiving Station		4/9/25	CRW/STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	CAD/GIS	SUR-PM	SURVEY	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$175	\$182	\$218	\$182	\$75		
<b>CONSTRUCTION ENGINEERING</b>												
3.01	Project Administration		8		20						28	\$ 6,408
3.02	Contract Coordination				8	8				4	20	\$ 3,444
3.03	Prepare Construction Issue Plans and Specifications				4	8	12				24	\$ 4,456
3.04	Weekly Project Update Emails to City Staff (During Construction)					60					60	\$ 10,500
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (12 Total Meetings Max.)				36	48					84	\$ 16,248
3.06	Review Pay Applications (21 Max.)				24	64					88	\$ 16,432
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info				40	160					200	\$ 36,720
3.08	Review RFI's and PCO's				32	40					72	\$ 13,976
3.09	Construction Staking							16	32		48	\$ 9,312
3.10	Coordination with the City and Contractor		8	12	80	160					260	\$ 50,404
3.11	Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 50 Weeks)				40	800					840	\$148,720
3.12	Punchwalks and Punchlists				8	40					48	\$ 8,744
3.13	Prepare and Issue As-Built Drawings				8	40	40	8	12		108	\$ 19,952
3.14	IEPA and WIFIA Loan Program Construction Coordination			8	24	40					72	\$ 14,176
<b>Construction Engineering Subtotal:</b>			<b>16</b>	<b>20</b>	<b>324</b>	<b>1,468</b>	<b>52</b>	<b>24</b>	<b>44</b>	<b>4</b>	<b>1,952</b>	<b>\$359,492</b>
<b>PROJECT TOTAL:</b>			<b>16</b>	<b>20</b>	<b>324</b>	<b>1,468</b>	<b>52</b>	<b>24</b>	<b>44</b>	<b>4</b>	<b>1,952</b>	<b>359,492</b>

PIC Principal in Charge  
 SPM Senior Project Manager  
 PM Project Manager  
 PE Project Engineer  
 CAD/GIS CAD/GIS Technician  
 SUR-PM Survey Project Manager  
 SURVEY Survey Technician  
 ADMIN Administrative Assistant

<b>DIRECT EXPENSES</b>	
Printing/Scanning/Mailing =	\$ 750
Vehicle =	\$ 6,000
MEP Engineering =	\$ 22,000
Architectural =	\$ 8,250
Geotechnical Engineering =	\$ 4,000
Structural Engineering =	\$ 7,500
<b>DIRECT EXPENSES =</b>	<b>\$ 48,500</b>

<b>LABOR SUMMARY</b>	
EEL Labor Expenses =	\$359,492
<b>TOTAL LABOR EXPENSES</b>	<b>\$359,492</b>

**TOTAL COSTS \$407,992**



**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2415-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
North Receiving Station		4/8/25	CRW

TASK NO.	TASK DESCRIPTION	2025												2026												2027					
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
<b>CONSTRUCTION ENGINEERING</b>																															
3.01	Project Administration																														
3.02	Contract Coordination																														
3.03	Prepare Construction Issue Plans and Specifications																														
3.04	Weekly Project Update Emails to City Staff (During Construction)																														
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (18 Total Meetings Max.)																														
3.06	Review Pay Applications (21 Max.)																														
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info																														
3.08	Review RFI's and PCO's																														
3.09	Construction Staking																														
3.10	Coordination with the City and Contractor																														
3.11	Construction Observation & Field Reports (Est. Avg. 20 Hours/Week For 50 Weeks)																														
3.12	Punchwalks and Punchlists																														
3.13	Prepare and Issue As-Built Drawings																														
3.14	IEPA and WIFIA Loan Program Construction Coordination																														





# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

## ATTACHMENT E: STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES, DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
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%	

\* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



L17-6788

EPA Project Control Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**Christopher R. Walton - Project Manager**

Typed Name and Title of Authorized Representative

*Christopher Walton*

*4/8/25*

Signature of Authorized Representative

Date

I am unable to certify to the above statements. May explanation is attached.

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

**Covenant Against Contingent Fees:**

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters:**

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

**USEPA Nondiscrimination Clause:**

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**USEPA Fair Share Percentage Clause:**

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

**Debarment and Suspension.** Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

**NEW RESTRICTIONS ON LOBBYING**

**Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

Public Safety Committee Report #1

Tracking Number

PS 2025-09

### Agenda Item Summary Memo

**Title:** Regulation of Time Restricted Parking on Grande Trail by Grande Reserve Elementary

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Implementation of time-restricted parking along Grande Trail near Grande Reserve Elementary School to improve safety and traffic flow during peak school hours. The proposed restrictions will limit parking during designated times on school days, focusing on high-traffic periods such as morning drop-off and afternoon pick-up.

**Council Action Previously Taken:**

Date of Action: PS 04/10/25 Action Taken: Moved forward to City Council agenda.

Item Number: PS 2025-09

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** James Jensen Police  
Name Department

**Agenda Item Notes:**

---

---

---

---



# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
CC:  
Date: April 10, 2025  
Subject: Regulation of Time Restricted Parking on Grande Trail

---

## **Summary**

Public Comment and Discussion specific to the Implementation of time-restricted parking along Grande Trail near Grande Reserve Elementary School to improve safety and traffic flow during peak school hours. The proposed restrictions will limit parking during designated times on school days, focusing on high-traffic periods such as morning drop-off and afternoon pick-up.

## **Background**

The Yorkville Police Department, responding to traffic and safety concerns raised by the Yorkville School District and area residents, proposes implementing time-restricted parking along Grande Trail near Grande Reserve Elementary School. These concerns have been verified through multiple site visits conducted by the department's traffic division in coordination with School District Security personnel.

During student drop-off and pick-up times, overflow parking from the school property spills onto both sides of Grande Trail, creating significant traffic issues. The road width cannot accommodate vehicles parked on both sides while maintaining a safe and normal traffic flow. Additionally, unsafe behaviors, such as children running into traffic to avoid waiting in line, further exacerbate safety concerns. Previous parent communications and direct interventions have not resolved the issue.

The proposed regulations would restrict parking to one side of Grande Trail (the side opposite the school) between Matlock Drive and McLellan Boulevard on school attendance days, Monday through Friday, during peak traffic hours: 7:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. To ensure public engagement, the City Council has approved sending a letter (Exhibit A) to affected residents, inviting them to provide feedback or attend a special Public Safety Committee meeting on April 10. A notification map is included for reference (Exhibit B). This timeline allows sufficient time to collect public input and present the findings to the City Council for potential approval at the April 22 meeting.

## **Recommendation**

Approval of the proposed no parking regulations along Grande Trail as noted above.

## **Attachments**

Exhibit A: Resident Letter  
Exhibit B: Letter Notification Map

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING**

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

**Section 1.** Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

**6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:**

GRANDE TRAIL

A “no parking” zone shall be created on the north side of Grande Trail from Matlock Drive to Freedom Place, and on the west side of Grande Trail from Freedom Place to McLellan Boulevard on school attendance days, Monday through Friday, between the hours of 7:30 a.m. and 9:00 a.m. and between the hours of 2:30 p.m. and 4:00 p.m.

**Section 2.** If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
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. 2025.

---

MAYOR

*Attest:*

---

CITY CLERK



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

March 19, 2025

Resident  
ADDRESS  
Yorkville, IL 60560

Dear Resident,

The City of Yorkville is currently proposing a parking restriction on the north and west side of Grande Trail between Matlock Drive and McLellan Boulevard. This restriction would eliminate on-street parking on the designated side of the mentioned road on school attendance days between the hours of 7:30am and 9:00am, and 2:30pm to 4:00pm. Individuals would still be permitted to park on the south and east side of Grande Trail.

This parking restriction is being proposed in response to resident initiated public safety concerns of double-sided street parking by cars during school pickup and dropoff, and police observation of many school-aged children crossing the street at unsignalized areas – often in between parked cars where visibility is low. Restricting parking in those areas will eliminate the reason for kids crossing the street during pickup and dropoff by preventing double-sided street parking.

As a resident, you have the right to speak on this matter prior to its implementation. This item will be discussed at the upcoming Public Safety Committee meeting on Thursday, April 10th at 6:00pm in the 3<sup>rd</sup> floor conference room of City Hall. You also can contact your elected officials or City staff at any time to voice your concerns, comments, or questions. You can contact City Hall Monday through Friday between 8:00 a.m. and 4:30 p.m. at (630)553-4350, or by sending an email to [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us).

Sincerely,

John Purcell, Mayor  
United City of Yorkville

# Grande Trail Parking Restriction Proposal





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Purchasing Manager	<input type="checkbox"/>
Community Development	<input checked="" 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 2024-22 & EDC 2025-05

**Agenda Item Summary Memo**

**Title:** Beecher Road Solar, LLC (Nexamp) - (Special Use and Variance)

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Requested Special Use and Variance approval for a proposed alternative energy energy system or “solar farm”.

**Council Action Previously Taken:**

Date of Action: PZC – 3/12/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-22 & EDC 2025-05

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Sara Mendez Community Development  
Name Department

**Agenda Item Notes:**

See attached memo.  

---

---

---

---

---



# Memorandum

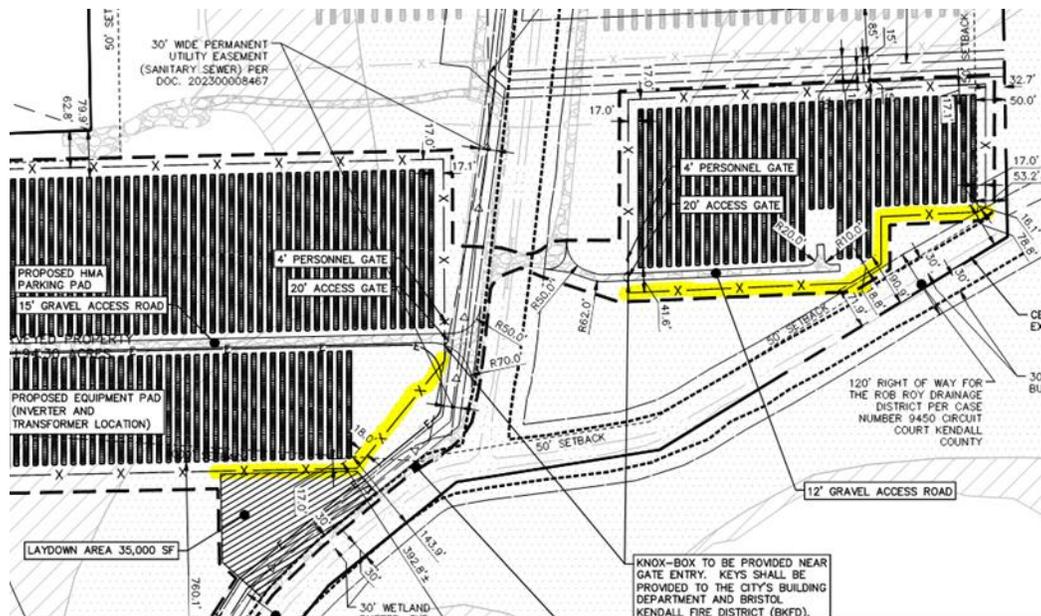
To: City Council  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: March 24, 2025  
Subject: **PZC 2024-22 Beecher Road Solar, LLC (Expansion)/Nexamp – Solar Farm**

## **UPDATE:**

The petitioner has amended their application and submitted a revised plan. The primary change involves an increased setback from Corneils Road. The original plans showed a 482-foot setback between the nearest solar array and Corneils Road, whereas the required setback is 1,000 feet. The first set of revised plans indicated a setback of 917.3 feet. However, after further communication with staff, the petitioner clarified that the 50-foot right-of-way (ROW) spans the entire width of Corneils Road rather than just the half section. As a result, 15 feet of ROW would need to be dedicated on the petitioner's side of the road. Consequently, the setback would be reduced to 902.3 feet from Corneils Road instead of the previously proposed 917.3 feet.

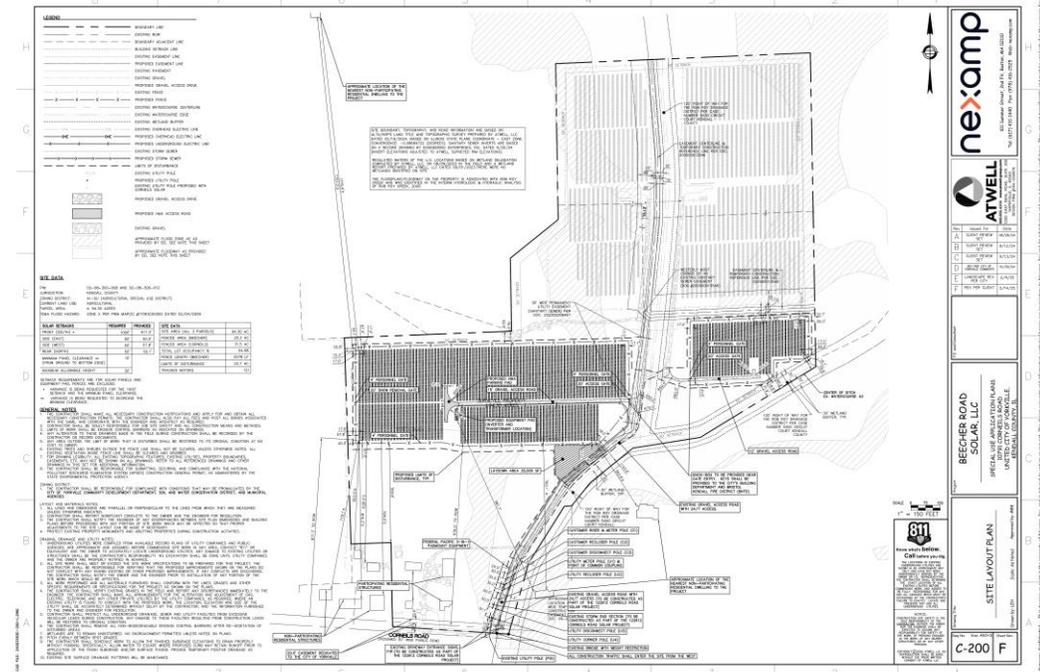
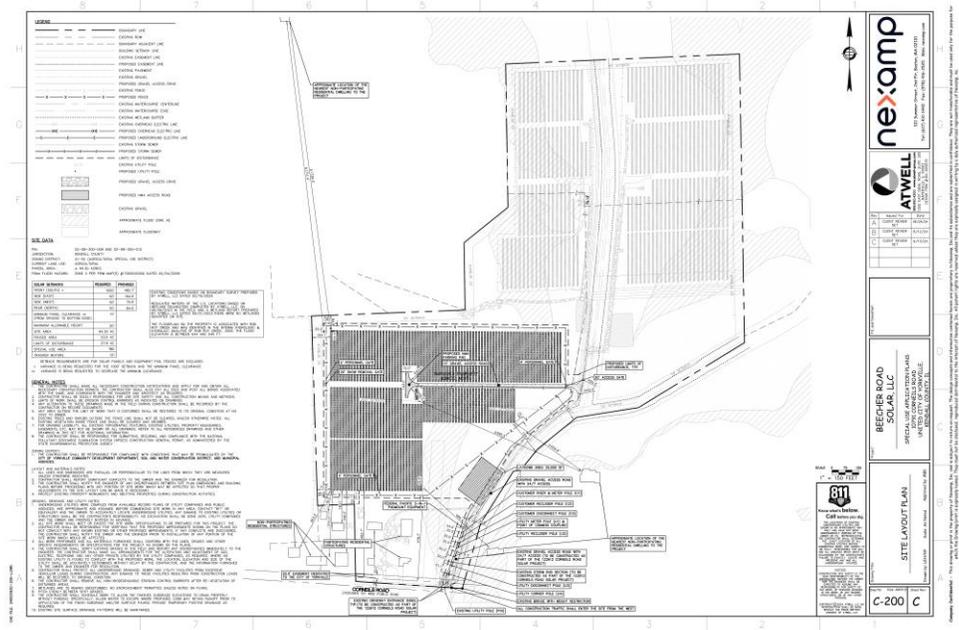
With the revised placement of the solar arrays, the solar farm will now be approximately 2,600 feet east of IL Route 47, compared to the originally planned 4,000 feet. Additionally, the petitioner has adjusted the proposed acreage and number of solar arrays, reducing the total project area from 23.6 acres to 20.3 acres and decreasing the number of solar arrays from 11,616 to 11,201.

Lastly, the petitioner's revised site plan proposes a 10-foot fence with slats along the south and southeast portions of the solar farm, as highlighted below, to accommodate the request of the property owner directly southeast, who sought a taller fence along their property line. The remainder of the property will maintain the previously proposed 8-foot fence.



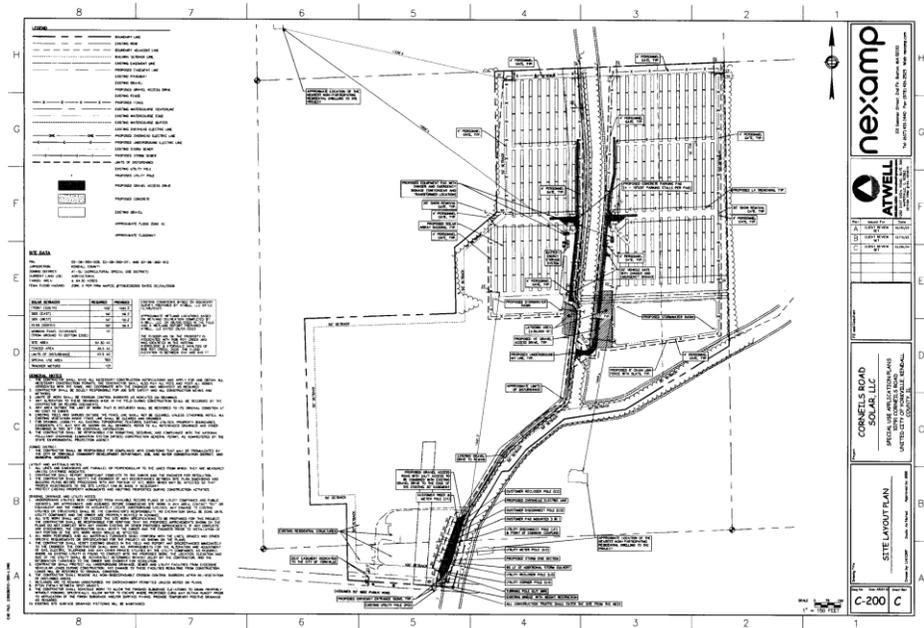
**PROJECT SUMMARY:**

The applicant, Daniel Kramer on behalf of Nexamp dba Beecher Road Solar, LLC, contract leasee, is requesting special use and variance permit approval to construct a 4.99 (AC) ground-mounted distributed generation solar garden facility. The newly proposed 20.3-acre solar farm will be situated on approximately 70 acres of existing farmland parcel located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 2,600 feet east of IL Route 47 (N. Bridge Street) in parcels (#02-08-300-008 and 02-08-300-012). The first photo below shows the previously proposed site plan for the Beecher Road Solar project with a 482-foot setback, while the second photo displays the updated site plan.



The proposed solar farm is an expansion of the recently approved Corneils Road Solar project. The property proposed for the solar farm is a part of an approved annexation, rezoning, and special use approval for

Corneils Road Solar, where the petitioner, Nexamp dba Corneils Road Solar, LLC, annexed parcels #02-08-300-008, #02-08-300-011, and #02-08-300-012 and rezoned them to A-1 Agricultural District under a special use designation for solar farm use. Below is the approved site plan for the Corneils Road Solar Farm project.



Lastly, the petitioner is requesting a variance to Section 10-4-13-B.8.c of the Unified Development Ordinance, seeking to reduce the required one thousand (1,000) foot setback from the nearest solar array to roadway network to the newly proposed setback of 902.3 feet between the nearest solar array and Corneils Road.

**SPECIAL USE & VARIANCE REQUEST:**

The Planning and Zoning Commission held a public hearing for the special use and variance request for a solar farm on March 12, 2025. The commission made the following actions on the motions below:

**SPECIAL USE**

*In consideration of testimony presented during a Public Hearing on March 12, 2025 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 02/14/25 for approximately 20.3 acres located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 2,600 feet east of IL Route 47 (N Bridge Street), subject to staff recommendations in a memo dated February 21, 2025.*

**Action Item:**

Linnane-aye, Green-aye, Williams-aye, Crouch-aye, Vinyard-aye, Hyett-aye, Forristall-aye.

**6 ayes; 0 nay**

## VARIANCE

*In consideration of testimony presented during a Public Hearing on March 12, 2025 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 south property lines setback from 1000 feet to 917.3 feet*

### Action Item:

Linnane-aye, Green-aye, Williams-aye, Crouch-aye, Vinyard-aye, Hyett-aye, Forristall-aye.

**6 ayes; 0 nay**

### ATTACHMENTS:

- 1) Draft Special Use Ordinance
- 2) Draft Variance Ordinance
- 3) Planning and Zoning Commission Staff Memo
- 4) AC Electrical Diagram – dated 01.09.24 by Nexamp
- 5) Bifacial Module – dated 01.09.24 by SMA America, LLC
- 6) Decommissioning Narrative – dated 08.16.24 prepared by Nexamp
- 7) Decommissioning Plan – 10.31.24 by Atwell
- 8) Glare Study 1 (Pv Array 1) – dated 08.13.24 by Forge Solar
- 9) Glare Study 2 (Pv Array 2) – dated 08.13.24 by Forge Solar
- 10) Glare Study 3 (Pv Array 3) – dated 08.13.24 by Forge Solar
- 11) Interconnection Agreement – dated 01.20.24 by ComEd
- 12) Land Title Survey – dated 12.06.23 by Nexamp
- 13) Letter from Daniel Kramer – dated 08.15.24 by Law Offices of Daniel J. Kramer
- 14) Letter from the Bennetts
- 15) Location Map – dated 08.07.24 by Nexamp
- 16) Legal Description – dated 09.13.24 by Atwell
- 17) Occupancy Exhibit – last dated 02.14.25 by Atwell
- 18) Operation and Maintenance Plan – prepared by Nexamp
- 19) Project Narrative – dated 08.16.24 by Nexamp
- 20) Property Owners Within 500 Feet
- 21) Response Letter – dated 10.31.24 by Atwell
- 22) Special Use Application Plans – last dated 03.21.25 by Atwell
- 23) Special Use Application – prepared by Beecher Road Solar, LLC
- 24) Variance Application – prepared by Beecher Road Solar, LLC
- 25) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation – prepared by Natural Resource Services
- 26) Wetland Determination/Delineation – dated 09.1.23
- 27) Public Hearing Notice
- 28) Rendering – dated 03.12.25
- 29) Plan Council Packet (10-24-24)
- 30) EEI Comments – dated 10.15.24
- 31) EEI Comments – dated 02.27.25
- 32) EEI Comments – dated 03.13.25

**Ordinance No. 2025-\_\_\_\_\_**

**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 NORTH OF CORNEILS  
ROAD, WEST OF BEECHER ROAD, AND EAST OF IL ROUTE 47  
(BEECHER ROAD SOLAR EXPANSION)**

**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 Beecher Road Solar, LLC, an Illinois limited liability company (“the Lessee”), is leasing approximately 30 acres with the intent to install approximately 11,201 freestanding solar energy systems within 20.3 acres (approximately 29% of the total Subject Property) on the property owned by Gary L. Bennett and Betty S. Bennett, located generally north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 2,600 feet east of 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 March 12, 2025, 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

**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 Planning and Zoning Commission made the following findings of fact:

- i. That the proposed use will not be unreasonably detrimental, or injurious, to the public health, safety, morals, comfort or general welfare and will be an enhancement to the City as it will provide a source of solar collection through the solar array that will hook directly into the Commonwealth Edison grid, and is environmentally friendly.
- ii. That the proposed solar array will be constructed in a manner that will not cause damage to the surrounding property owners.
- iii. The proposed solar array will not detrimentally affect the operation and development of surrounding property, and will not impede existing uses on surrounding properties.
- iv. Adequate utilities are being provided, as the property is in a location that provides ready access to the Commonwealth Edison grid, along with easy access to Illinois Route 47.
- v. Once the solar array is installed and functional, there will be virtually no traffic to the site, due to the nature of the use; and a minimal amount of traffic will occur during the construction phase.
- vi. The proposed use is not contrary to the objectives of the City's comprehensive plan, as it complies with all the City's requirements for solar arrays, as well as State requirements for such facilities.

and therefore recommend the City Council approve the requested special use.

*Section 3.* That the Corporate Authorities hereby approve the special use for the Subject Property, legally described as:

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BECINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD: THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF

SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELLS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'25" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH

00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 575.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20' 25' WEST ALONG SAID CENTER LINE OF CORNEILS ROAD,

67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

with Property Index Numbers 02-08-300-008 and 02-08-300-012 for use as a solar farm with freestanding solar energy systems.

*Section 4:* That the special use granted herein shall be constructed, operated, and maintained in accordance with the following plans, diagrams and conditions:

- A. A security guarantee in this amount of 120% of the approved removal cost value as presented in a Decommissioning Plan prepared by Atwell, LLC dated 10/31/2024 attached hereto and made a part of *Exhibit A*. Said estimate will need to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition of the Special Use approval.
- 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. Subject to the City Engineer's review, the chain-link fence slats shall only be used on the portion of the fence above the base flood elevation.
- D. Compliance with work items listed in the review letters prepared by Engineering Enterprises, Inc. (EEI) dated October 15, 2024 and February 27, 2025, attached hereto and made a part hereof as *Exhibit B*.
- E. Substantial conformance with Special Use Application Plans prepared by Atwell, LLC and submitted by Nexamp, last revised and dated February 14, 2025, attached hereto and made a part hereof as *Exhibit C*.

Section 5: 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. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



**Atwell, L.L.C.**  
**1250 East Diehl Road, Suite 300**  
**(630) 577-0800**

**Project** Beecher Solar  
**Location** United City of Yorkville  
**Site:** 4.99 MWAC  
**Parcel ID:** 02-08-300-008  
**Date** 10/31/2024

**Engineer's Opinion of Probable Decommissioning Cost for Beecher Solar During First 5 Years of Operation**

	Estimated Quantity	Unit	Unit Cost	Removal Cost
<b><u>Erosion Control/Contractor Fees</u></b>				
Mobilization	1	LUMP SUM	\$7,500.00	\$7,500.00
Electrical Disconnect	1	EACH	\$750.00	\$750.00
Permitting (NPDES)	1	LUMP SUM	\$750.00	\$750.00
Silt Fence	1,607	LF	\$3.00	\$4,821.00
Seeding	32	ACRES	\$1,000.00	\$31,800.00
Sub-Total				\$45,621.00
<b><u>Site Demolition</u></b>				
Remove Existing Fence (8' Chainlink Fence)	4,157	LF	\$3.85	\$16,004.45
Remove Existing Asphalt Parking Pad	474	SY	\$5.00	\$2,370.00
Haul off for Existing Asphalt Parking Pad	474	SY	\$10.00	\$4,740.00
Remove Existing Gravel Entrance (12" depth)	1,709	CY	\$4.00	\$6,836.00
Haul off for Existing Gravel Entrance (12" depth)	1,709	CY	\$10.00	\$17,090.00
Sub-Total				\$47,040.45
<b><u>Racking and Module Removal</u></b>				
Pile Removal	862	EACH	\$8.00	\$6,896.00
Assembly Removal	121	EACH	\$60.00	\$7,260.00
PV Module Removal	11,616	EACH	\$1.25	\$14,520.00
PV Module Haul Off	372	TON	\$45.00	\$16,727.04
Sub-Total				\$45,403.04
<b><u>Wiring Removal</u></b>				
Underground MV Wire	1,873	LF	\$2.00	\$3,746.00
Utility Pole Removal	7	EACH	\$750.00	\$5,250.00
Above Ground MV Wire	365	LF	\$0.10	\$36.50
Combiner Box Removal	28	EACH	\$80.00	\$2,240.00
Sub-Total				\$11,272.50
<b><u>Power Conditioning Equipment Removal</u></b>				
PCU Station (inverters, etc.)	1	EACH	\$400.00	\$400.00
Scada Equipment	1	EACH	\$500.00	\$500.00
Transformer	1	EACH	\$1,800.00	\$1,800.00
Sub-Total				\$2,700.00
<b><u>Equipment Pad Removal</u></b>				
Remove Pad	1	EACH	\$750.00	\$750.00
Sub-Total				\$750.00
<b>Decommissioning Total (Present Value)</b>				<b>\$152,786.99</b>
<b>Decommissioning Total (3% Inflation over 25 Years)</b>				<b>\$319,902.03</b>

**Assumptions:**

1. Cost Estimate based on 5-year projections. Estimate to be redone in 5-years based on new fees at that time.
2. Cost Estimate is based on the Special Use Plans prepared by **Atwell, LLC** dated 10/30/2024.
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 15, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: *Beecher Road Solar  
Special Use & Rezoning Request – 1<sup>st</sup> Submittal, Landscape Only  
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Variance 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:

The comments in the attached review letter from the City's landscaping consultant should be addressed and a revised landscaping plan submitted.

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. Gina Nelson, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (via email)  
TNP, PGW2, EEI (via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2024\YO2402-DR Corneils Road Solar, LLC Nexamp Solar-Bennett\Docs\coyReview01  
Beecher Rd Solar - Landscape.doc

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

October 11, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our second landscape plan review of the proposed Corneils Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

The reviewed plans were largely illegible due to small size and low resolution. 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 public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### **Species Diversity Requirements**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed but is illegible.

### **Tree Preservation and Removal**

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### **Street Trees**

Previous submittals included street tree plantings, but none are shown on the current plans.

### **General**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

A Plant Schedule included on the Landscape Plan sheet C-400 indicates 39 evergreen trees and 195 shrubs are proposed, but these plantings were not found on the plan.

### **Wetlands**

A valid wetland delineation and jurisdictional determination of the proposed project area are required.

A linear buffer along all watercourses is required. Buffer width shall be calculated per City or USACE requirements, whichever is more stringent.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Application Narrative/Cover Letter, 4 pages, prepared by Nexamp, dated August 16, 2024
- Location Map, 1 page, no author, no date
- Special Use Application Plans, 6 sheets, prepared by Atwell, most recently dated 8/12/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

February 27, 2025

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: Corneils Road Solar  
Final Engineering Review – 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 (12 sheets) dated January 29, 2025, prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Costs dated January 29, 2025, prepared by Atwell
- Stormwater Management Report dated September 20, 2024, prepared by Atwell
- City of Yorkville Stormwater Permit Application
- Truck Turning Exhibit
- Nationwide Permit Compliance Report
- Drain Tile Survey
- IDNR Permit Approval

Our review of these plans and reports is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments (Revised items noted in bold):

## **General**

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
  - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
  - Stormwater permit application in accordance with the Yorkville Stormwater Management Ordinance (Kendall Countywide Ordinance) – *submitted for review*
  - IDNR Floodway Permit will be required if floodways are impacted – *approval submitted*

2. A 40' right-of-way dedication is required per the special use agreement. In addition, \$241,105 is due for the reconstruction of Corneils Road as agreed to.
3. No solar equipment will be allowed within existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.
4. The City will need a 70' temporary construction easement to build the proposed sanitary sewer in the existing easement. The area will be needed for equipment and materials during construction.
5. An engineer's estimate needs to be provided and must include all public improvements within the ROW, all public utilities, all permitted stormwater items, and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.
6. The comments in the attached review letter from the City's landscaping and wetland consultant should be addressed and a revised landscaping plan and wetland report submitted.

#### **Truck Turning Exhibit**

7. The semi-trailer (red line) is running off of the access road in multiple locations. Adjust the driving path or widen the access drive as needed.
8. A separate truck turning exhibit for an emergency vehicle should be submitted.

#### **Final Engineering Plans**

##### **Sheet C-200: SESC Plan**

9. Show a double row of silt fence around the topsoil stockpiles due to the proximity of the floodplain.

##### **Sheet C-301: Detailed Site Layout**

10. The access drive portion that is in the ROW should be paved in accordance with the City's UDO.

#### **Stormwater Report**

11. The stormwater report shall be signed and sealed by a Professional Engineer prior to final approval.
12. The Project Narrative section of the report indicates that there is 1.3 acres of new impervious area, but sheet C-400 of the plan set show 1.1 acres. Confirm the correct amount.
13. The report narrative indicates that the average hydrologic soil group is B, but sheet C-400 of the plan set indicates that the soil group is C. Confirm the correct group.
14. The report should include a floodplain section and information for the compensatory storage.
15. The version of the floodplain modeling that was done to show that the fence slats do not negatively impact the floodplain should be included with the report to show compliance with the IDNR rules regarding fences.

16. The report should include a maintenance section.
17. Include the limits of the floodplain on the Proposed Drainage Area Plan.
18. Include flow arrows on the drainage exhibits.
19. The stormwater permit application is acceptable and recommended for signature upon approval of the stormwater report.

**Decommissioning Estimate**

20. The decommissioning estimate of probable costs has been reviewed and is found to be acceptable. A decommissioning bond in the amount of \$1,021,165.15 (120% x \$850,970.96) is to be on file with the City prior to the issuance of a building permit. Please note that the estimate shall be revised every three (3) years.

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. Gina Nelson, Admin Assistant (via email)  
Ms. Sara Mendez, City Planner (via email)  
Mr. David Hansen, Senior Planner (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (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 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

February 27, 2025

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our third landscape plan review of the proposed Corneils Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

### **Building Foundation Landscape Zone**

No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.

### **Parking Area Perimeter Landscape Zone**

No off-street parking areas abut public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### Species Diversity Requirements

Previous comments addressed.

### Tree Preservation and Removal

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### Street Trees

Previous comments addressed.

### General

The Plant Schedule included on the plans provides a mature height for all proposed plant materials but does not specify plant size at installation. Per the UDO, minimum plant sizes at installation are as follows: Shade trees must be at least 2.5" caliper, Evergreen trees must be at least 6' tall, and Shrubs must be at least 2' tall.

### Wetlands

The wetland delineation included in the submittal package does not appear to contain a farmed wetland determination following federal NRCS guidelines. A farmed wetland determination is required to ensure that no isolated wetlands under the jurisdiction of the City occur on the property.

Per the City's Wetland Ordinance, a buffer not less than 30' in width as measured from the ordinary high-water mark (OHWM) along both sides of all channels is required. Buffer areas shall consist of deep-rooted native vegetation. OHWM and required buffers must be shown on the plans.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Plans, 12 sheets, prepared by Atwell, most recently dated 1/29/25
- Wetland Determination/Delineation Package, 76 pages, prepared by Atwell, dated September 1, 2023

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

March 13, 2025

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: *Beecher Road Solar  
Special Use & Rezoning Request – 2<sup>nd</sup> Submittal  
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use Application Plans (7 sheets) dated February 14, 2025 and prepared by Atwell
- Beecher Occupancy Exhibit

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
  - IDNR for work in the floodway
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. In addition, solar farms can follow the guidance of the "Detention Requirements for Solar Developments" memo dated 7/10/2024. A stormwater management report should be submitted.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. A field tile survey will be required.

5. A portion of the site is in the floodplain of Rob Roy Creek. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance.
6. A portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.
7. No solar equipment will be allowed within existing sanitary sewer easements.
8. A 40' right-of-way dedication is required per the special use agreement. In addition, \$241,105 is due for the reconstruction of Corneils Road as agreed to.
9. The City will need a 70' temporary construction easement to build the proposed sanitary sewer in the existing easement, located just north of the solar field area. The easement will be needed for equipment and materials during construction.
10. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
11. An engineer's estimate needs to be provided and must include all public improvements within the ROW, all public utilities, all permitted stormwater items, and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.
12. The following will need to be submitted with Final Engineering Plans:
  - a. Truck turning exhibits for delivery and emergency vehicles
  - b. Photometric plan
  - c. Decommissioning cost estimate
  - d. Engineer's estimate of probable costs
  - e. Stormwater management submittal

### **Special Use Application Plans**

We have completed a cursory review of the preliminary engineering plans. A detailed review will be completed with the submittal of final engineering plans.

13. Final engineering plans shall be signed and sealed by a Professional Engineer prior to final approval.
14. Erosion control plans and details shall be included with final engineering.
15. Any required grading should be included with final engineering.
16. The comments in the attached review letter from the City's landscaping and wetland consultant should be addressed and a revised landscaping plan and wetland report submitted.

Ms. Krysti Barksdale-Noble  
March 13, 2025  
Page 3

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. Gina Nelson, Admin Assistant (via email)  
Ms. Sara Mendez, City Planner (via email)  
Mr. David Hansen, Senior Planner (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (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 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

March 4, 2025

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Beecher Road Solar, LLC

Dear Pamela:

We have completed our landscape plan review of the proposed Beecher Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements).

### **Building Foundation Landscape Zone**

No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.

### **Parking Area Perimeter Landscape Zone**

No off-street parking areas abut public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### **Species Diversity Requirements**

Diversity requirements are met.

### **Tree Preservation and Removal**

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### **Street Trees**

Because the development area does not abut public right-of-way, street tree requirements do not apply.

### **General**

The Landscape Plan sheet includes the statement "A site specific pollinator friendly seed mix to be provided with final engineering plans" but the Detailed Landscape Plan sheet includes a "Nexamp Representative Pollinator Friendly Seed Mix." Please clarify.

### **Wetlands**

The wetland delineation provided with the Cornelis Road Solar submittal package, which includes the Beecher Road Solar project area, does not appear to contain a farmed wetland determination following federal NRCS guidelines. A farmed wetland determination is required to ensure that no isolated wetlands under the jurisdiction of the City occur on the property.

Per the City's Wetland Ordinance, a buffer not less than 30' in width as measured from the ordinary high-water mark (OHWM) along both sides of all channels is required. Buffer areas shall consist of deep-rooted native vegetation. OHWM and required buffers must be shown on the plans.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Plans, 7 sheets, prepared by Atwell, most recently dated 2/14/25
- Wetland Determination/Delineation Package, 76 pages, prepared by Atwell, dated September 1, 2023

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



# BEECHER ROAD SOLAR, LLC

## A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

# SPECIAL USE APPLICATION PLANS

### DEVELOPMENT TEAM

#### PROJECT OWNER

NEXAMP, INC.  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (617) 431-1440

#### APPLICANT/CONTRACTOR

BEECHER ROAD SOLAR, LLC  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (317) 760-3190  
CONTACT: MATT KWIATKOWSKI

#### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (630) 577-0800  
FAX: (630) 577-0900  
CONTACT: MICHAEL KEITH, P.E.

### GOVERNING AGENCIES CONTACTS

#### PLANNING

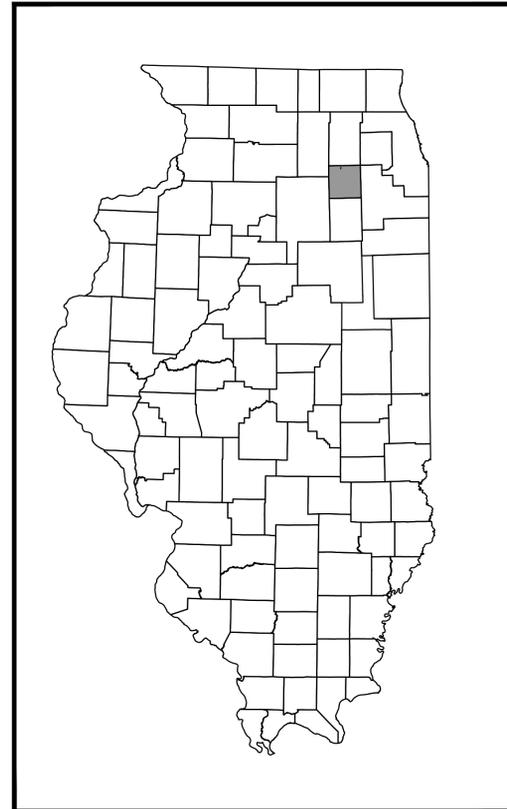
UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, IL 60560  
(630) 553-8573  
CONTACT: KRYSTI BARKSDALE-NOBLE

#### HIGHWAY

UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, ILLINOIS, 60560  
(630) 466-6700

#### EROSION & SEDIMENTATION

KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT  
7775A ROUTE 47  
YORKVILLE, IL 60560  
(630) 553-5821 X 3  
CONTACT: JULIE BROWN



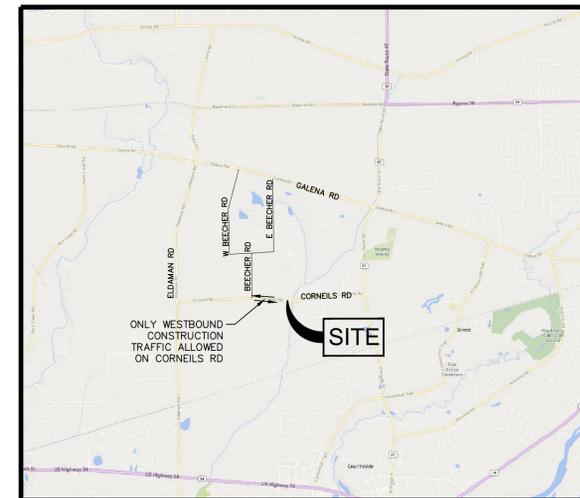
**ILLINOIS**  
NOT TO SCALE

### SHEET INDEX

- C-000 COVER SHEET
- C-100 EXISTING CONDITIONS PLAN
- C-200 SITE LAYOUT PLAN
- C-300 STORMWATER MANAGEMENT PLAN
- C-400 LANDSCAPE PLAN
- C-401 DETAILED LANDSCAPE PLAN
- C-500 STANDARD DETAILS



**KENDALL COUNTY**  
NOT TO SCALE



**VICINITY MAP**  
SCALE: 1" = 5000'



Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**COVER SHEET**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-000** Size: ARCH D Sheet Rev: **G**

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

666.850.4200 www.atwell-group.com  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
DESIGN FIRM # 84-008976

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 24003183C-000-CV.DWG

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING CONTOUR
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- OHE EXISTING OVERHEAD ELECTRIC
- OHTV EXISTING OVERHEAD CABLE
- ROB ROY CREEK
- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WETLAND BUFFER
- EXISTING VEGETATION LINE
- BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
- SECTION CORNER
- FOUND IRON ROD
- FOUND PK NAIL
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING TELEPHONE RISER
- EXISTING ELECTRIC MARKER
- EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
- APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

**LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 11808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.**

**PARCEL 1:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

**PARCEL 3:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

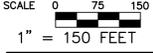
TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE, CONVERGENCE: -0.0868722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS WATERWAY REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND SHOULD NOT BE INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE 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 UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
 1250 EAST DUELL ROAD, SUITE 300  
 DESIGN FIRM #184-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: **BEECHER ROAD SOLAR, LLC**

Special Use Application Plans  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

Project: **BEECHER ROAD SOLAR, LLC**

Special Use Application Plans  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**EXISTING CONDITIONS PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
 Approved by: MBK  
 Drawing Title: **EXISTING CONDITIONS PLAN**  
 Drawing by: LEH

Dwg No: **C-100** Size: ARCH D Sheet Rev: **G**

**LEGEND**

---	BOUNDARY LINE
---	EXISTING ROW
---	BOUNDARY ADJACENT LINE
---	BUILDING SETBACK LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING PAVEMENT
---	EXISTING GRAVEL
---	PROPOSED GRAVEL ACCESS DRIVE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING OVERHEAD ELECTRIC LINE
---	PROPOSED OVERHEAD ELECTRIC LINE
---	PROPOSED UNDERGROUND ELECTRIC LINE
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	LIMITS OF DISTURBANCE
---	EXISTING UTILITY POLE
---	PROPOSED UTILITY POLE
---	EXISTING UTILITY POLE PROPOSED WITH CORNELIS SOLAR
---	PROPOSED GRAVEL ACCESS DRIVE
---	PROPOSED HMA ACCESS ROAD
---	EXISTING GRAVEL
---	APPROXIMATE FLOOD ZONE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
---	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET

**SITE DATA**

PIN: 02-08-300-008 AND 02-08-300-012  
 JURISDICTION: KENDALL COUNTY  
 ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)  
 CURRENT LAND USE: AGRICULTURAL  
 PARCEL AREA: ± 94.30 ACRES  
 FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED	SITE DATA	94.30 AC
FRONT (SOUTH) *	1000'	917.3'	SITE AREA (ALL 3 PARCELS)	94.30 AC
SIDE (EAST)	50.0'	50.0'	FENCED AREA (BEECHER)	20.3 AC
SIDE (WEST)	50.0'	57.8'	FENCED AREA (CORNELIS)	31.5 AC
REAR (NORTH)	50.0'	50.1'	TOTAL LOT OCCUPANCY %	54.9%
MINIMUM PANEL CLEARANCE ** (FROM GROUND TO BOTTOM EDGE)	10'		FENCE LENGTH (BEECHER)	5578 LF
			LIMITS OF DISTURBANCE	25.7 AC
MAXIMUM ALLOWABLE HEIGHT	30'		TRACKER MOTORS	121

**SETBACK REQUIREMENTS ARE FOR SOLAR PANELS AND EQUIPMENT PAD, FENCES ARE EXCLUDED.**

- \* VARIANCE IS BEING REQUESTED FOR THE 1000' SETBACK AND THE MINIMUM PANEL CLEARANCE.
- \*\* VARIANCE IS BEING REQUESTED TO DECREASE THE MINIMUM CLEARANCE.

**GENERAL NOTES**

- THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
- LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
- ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
- FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

**ZONING DISTRICT:**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.

**LAYOUT AND MATERIALS NOTES:**

- ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL RECTIFY SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
- PROTECT EXISTING PROPERTY MONUMENTS AND ADJUTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

**GRADING, DRAINAGE AND UTILITY NOTES:**

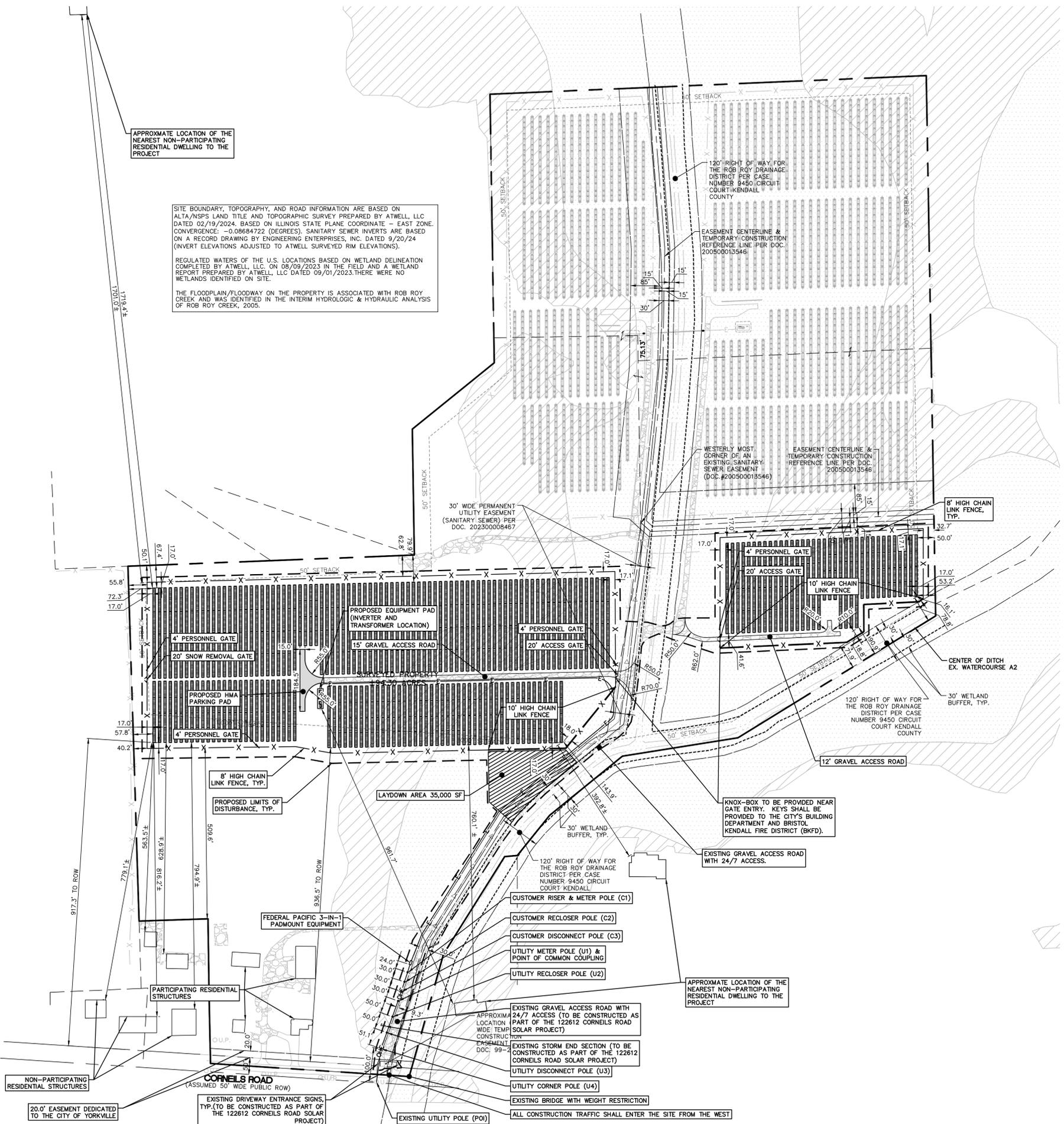
- UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
- 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 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
- WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
- PITCH EVENLY BETWEEN SPOT GRADES.
- THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
- EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

APPROXIMATE LOCATION OF THE NEAREST NON-PARTICIPATING RESIDENTIAL DWELLING TO THE PROJECT

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024, BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.0884722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.



SCALE 0 75 150  
 1" = 150 FEET

**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 ADEQUATE 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, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Fl., Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com

**ATWELL**  
 866.850.4200 www.atwell-group.com  
 1250 EAST DITCH ROAD, SUITE 300  
 DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: BEECHER ROAD SOLAR, LLC  
 SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNIT 107 OF YORKVILLE,  
 KENDALL COUNTY, IL

**SITE LAYOUT PLAN**  
 NOT FOR CONSTRUCTION  
 Scale: As Noted  
 Drawing by: LEH  
 Approved by: MBK

Dwg No: C-200  
 Size: ARCH D  
 Sheet Rev: G

**LEGEND**

	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING CONTOUR
	EXISTING STORM SEWER
	LIMITS OF DISTURBANCE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	78	5.4
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	19.3
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.7
D	UNRATED (D ASSUMED)	89	0.3
COMBINED CN=			84

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	BRUSH, GOOD	48	5.4
C	BRUSH, GOOD	65	18.6
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.4
D	UNRATED (D ASSUMED)	73	0.3
COMBINED CN=			63

**SOIL LEGEND**

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSP'S LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**SITE DATA TABLE**

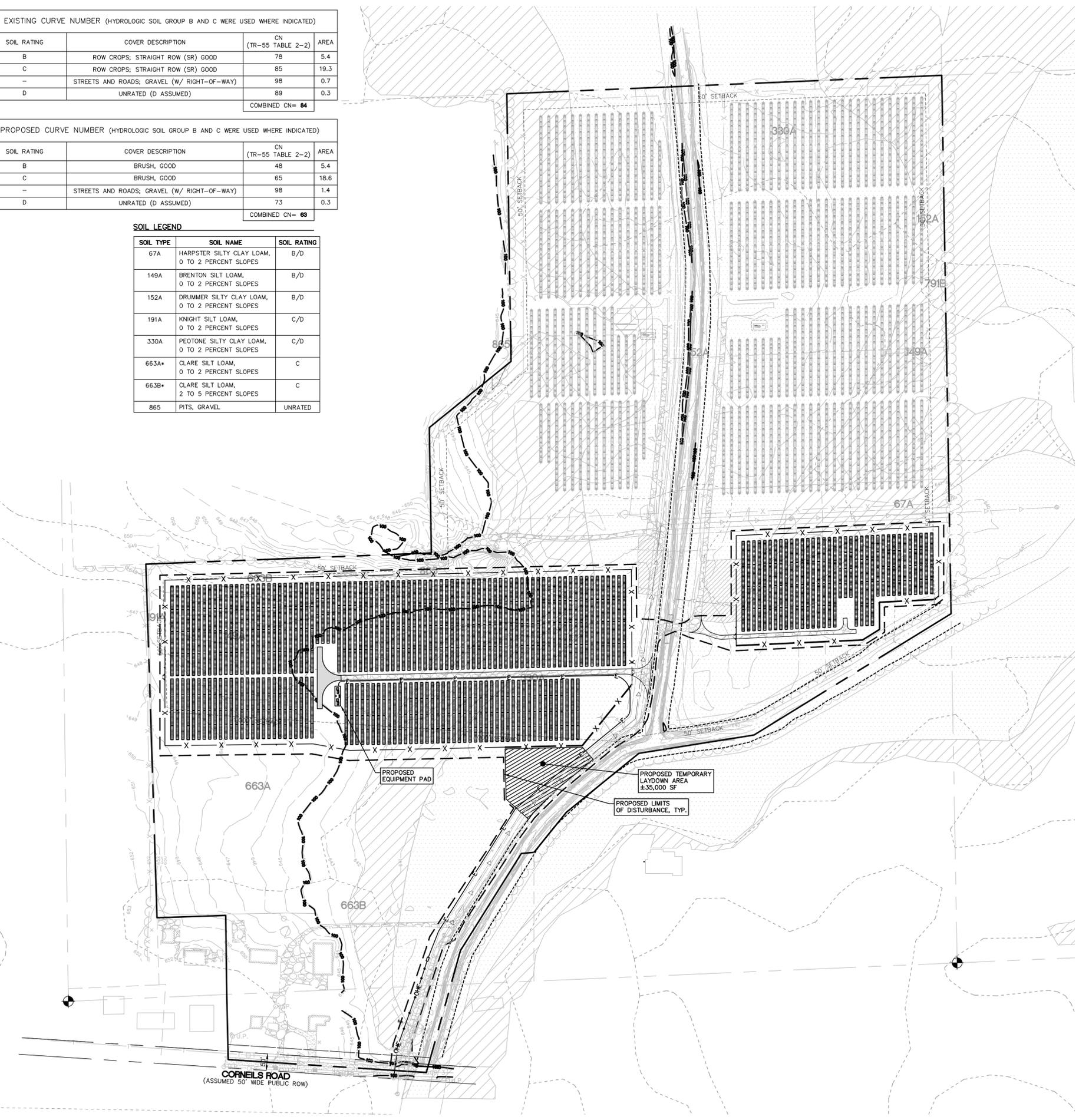
TOTAL PROJECT AREA (ACRES)	94.3
TOTAL DISTURBED AREA (ACRES)	25.7
•EXISTING IMPERVIOUS AREA (ACRES)	0.7
•PROPOSED IMPERVIOUS AREA (ACRES)	0.7
•WITHIN LIMITS OF DISTURBED AREA	

**STORMWATER SUMMARY**

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS. FINAL REPORT AND ANALYSIS WILL BE PROVIDED WITH FINAL ENGINEERING PLANS.

**EROSION CONTROL AND SEDIMENTATION NOTES:**

- 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 DENUDED 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.
- 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-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- 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.



SCALE 0 75 150  
1" = 150 FEET



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.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**  
101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**  
666.650.4200 www.atwell-group.com  
1250 EAST DUELL ROAD, SUITE 300  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**  
SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**STORMWATER MANAGEMENT PLAN**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted Approved by: MBK  
Drawing Title:  
Dwg No: Size: ARCH D Sheet Rev:  
**C-300 G**

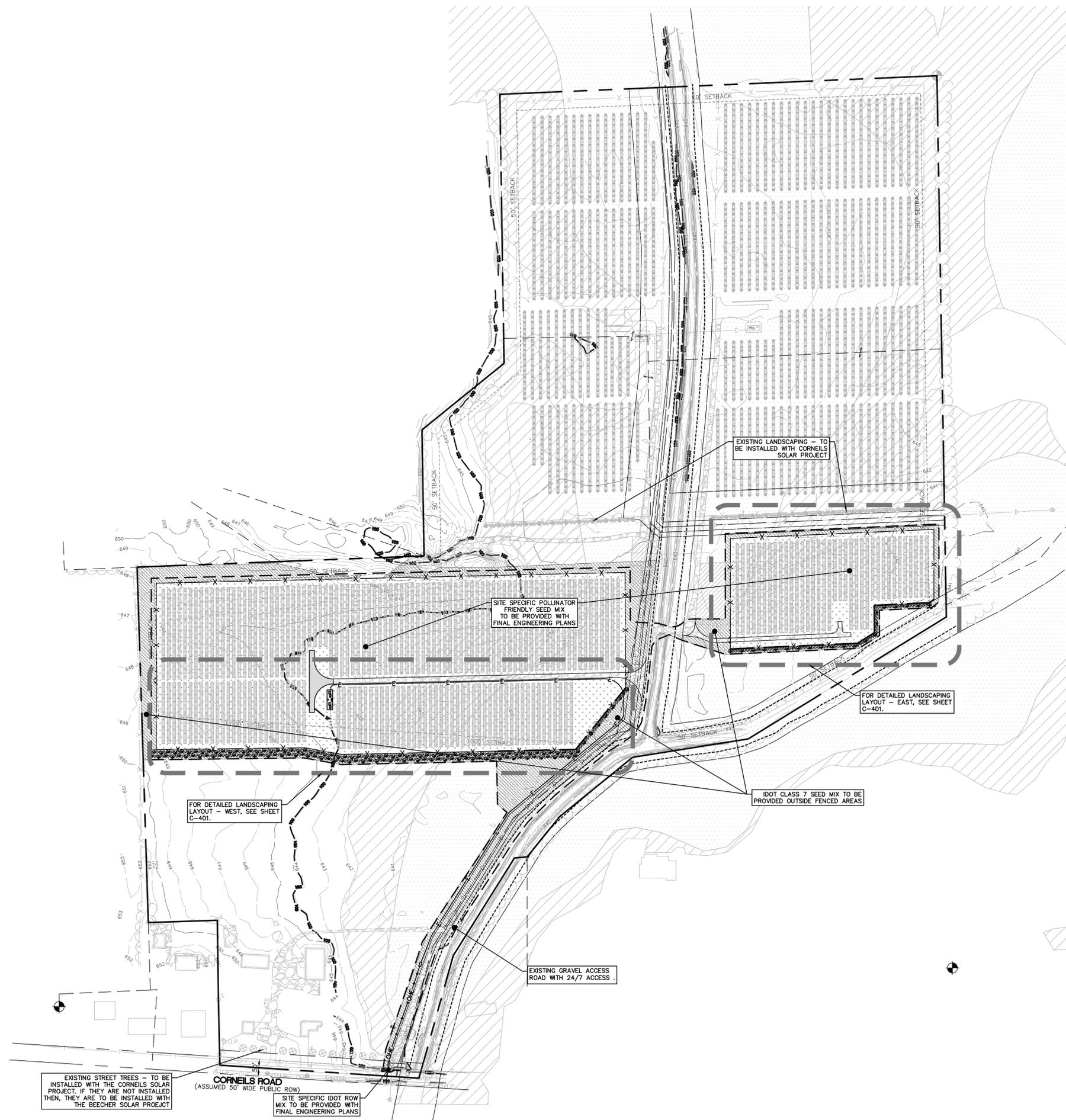
**LEGEND**

	BOUNDARY LINE
	BOUNDARY ADJACENT LINE
	EXISTING ROW
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	EXISTING CONTOUR
	EXISTING STORM SEWER
	EXISTING OVERHEAD ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	EXISTING OVERHEAD CABLE
	EXISTING FENCE
	PROPOSED FENCE
	LIMITS OF DISTURBANCE
	EXISTING VEGETATION LINE

	PROPOSED POLLINATOR FRIENDLY SEED MIX
	PROPOSED IDOT CLASS 7 SEED MIX
	PROPOSED IDOT SEED MIX IN ROW
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	PROPOSED SHRUBS
	PROPOSED EVERGREEN TREE
	PROPOSED SHADE TREE

**PLANTING NOTES:**

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



SCALE 0 75 150  
1" = 150 FEET



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**

866.850.4200 www.atwell-group.com  
1250 EAST DEHL ROAD, SUITE 300  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**LANDSCAPE PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
Drawn by: LEH  
Approved by: MBK

Drawing Title:

Dwg No: C-400 Size: ARCH D Sheet Rev: G

**LEGEND**

---	BOUNDARY LINE
- - -	BOUNDARY ADJACENT LINE
---	EXISTING ROW
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING CONTOUR
---	EXISTING STORM SEWER
---	EXISTING OVERHEAD ELECTRIC
---	PROPOSED UNDERGROUND ELECTRIC
---	PROPOSED OVERHEAD ELECTRIC
---	EXISTING OVERHEAD CABLE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING VEGETATION LINE
---	BASE FLOOD ELEVATION = 644.06 FT
---	PROPOSED POLLINATOR FRIENDLY SEED MIX

[Pattern]	PROPOSED IDOT CLASS 7 SEED MIX
[Pattern]	PROPOSED IDOT SEED MIX IN ROW
[Pattern]	APPROXIMATE FLOOD ZONE AE
[Pattern]	APPROXIMATE FLOODWAY
[Symbol]	PROPOSED SHRUBS
[Symbol]	PROPOSED EVERGREEN TREE

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC, ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**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.

**PLANT CALCULATIONS**

ORDINANCE COMPLIANCE MATRIX  
 Acres: 25.8  
 Street Frontage (Cornells Rd): 586.00 feet  
 USDA Zone: 5 (-20 degrees to -10 degrees)

**Ch. 12. LANDSCAPE ORDINANCE**  
 Section 8-12-3: GENERAL STANDARDS

Lot landscaping requirement

	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	112 trees	154 trees
*Assume City of Yorkville can administratively approve less total shrubs on the basis that a solar development would be hindered by more plant material.	843 shrubs	384 *shrubs

**PLANT SCHEDULE**

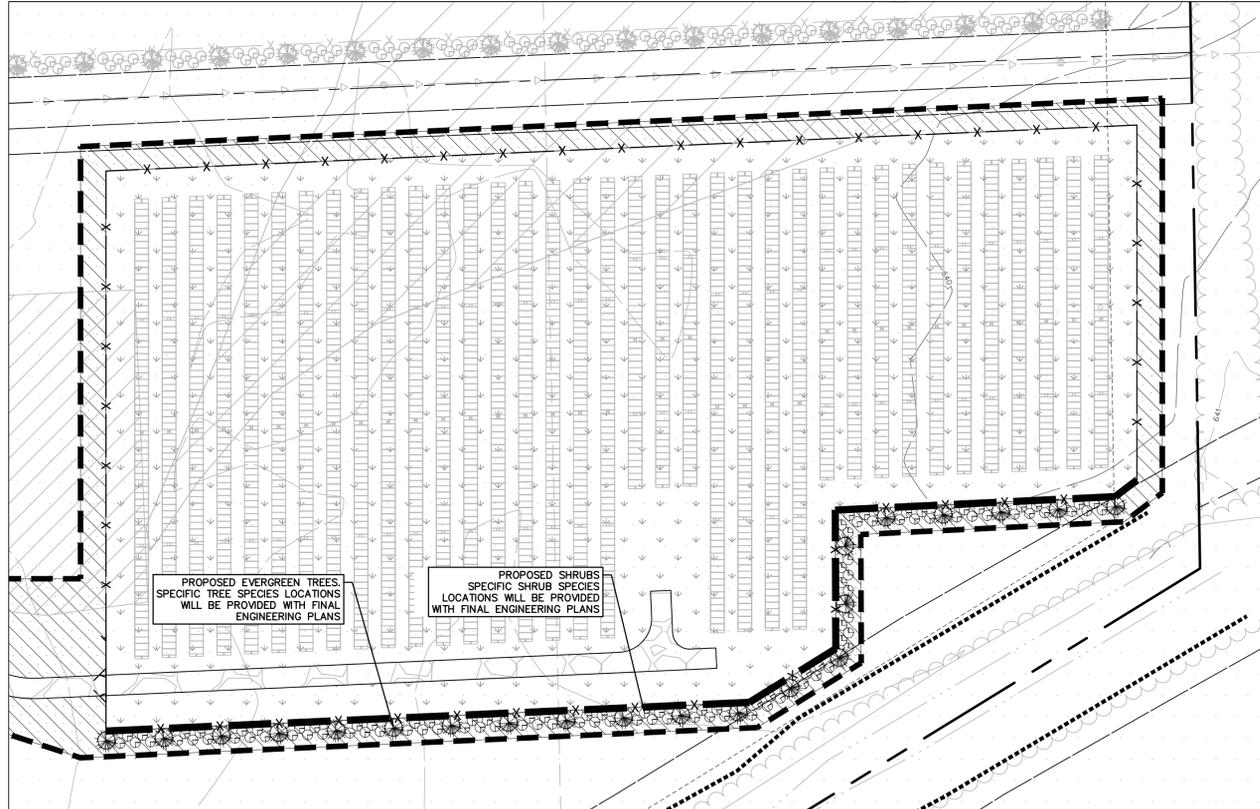
EVERGREEN TREES					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
PA	52	*Picea abies 'Cupressina'	Columnar Norway Spruce	20' H	34%
JS	51	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	15-20' H	33%
PF	51	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	20-25' H	33%
<b>Total</b>	<b>154</b>				<i>*Request approval of suggested alternative evergreen species</i>

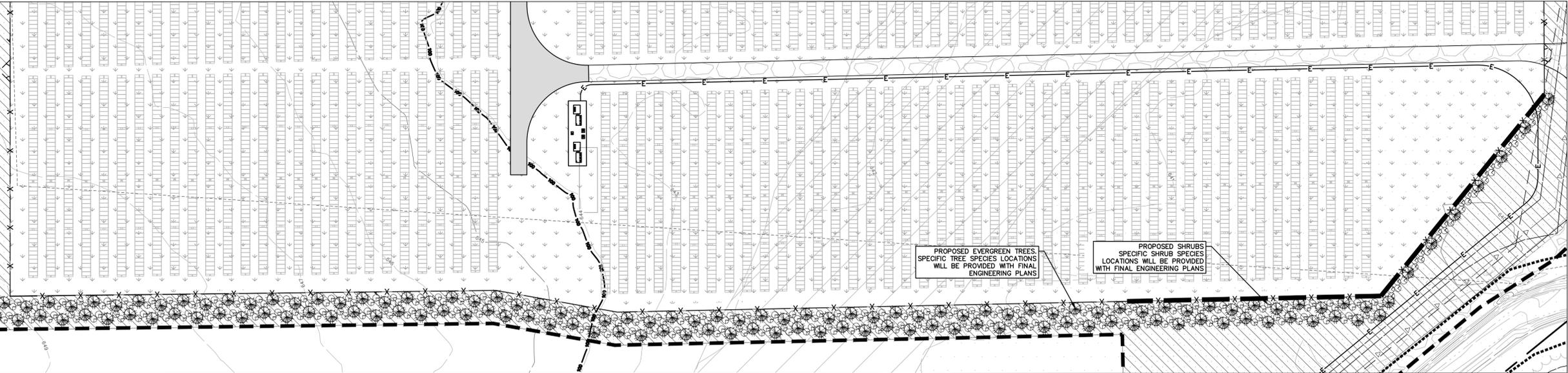
SHRUBS					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
CS	96	Cornus sericea	Redtwig Dogwood	6-12' H	25%
EA	96	Euonymus alatus	Winged Euonymus	8-12' H	25%
ID	96	Ilex decidua	Possumhaw	7-15' H	25%
SN	96	Sambucus nigra canadensis	Common Elderberry	8-12' H	25%
<b>Total</b>	<b>384</b>				

**Nexamp Representative Pollinator Friendly Seed Mix**

Common Name	Scientific Name	% of Mix	Seeds/lb
<b>Grasses</b>			
Bouteloua curtipendula	Bouteloua curtipendula	34.25%	9.43
Bromus kalmii	Bromus kalmii	0.80%	0.29
Plains Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
<b>Forbs</b>			
Common Yarrow	Achillea millefolium	0.44%	3.83
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Anemone canadensis	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkweed	Astilagus canadensis	1.99%	0.84
Calico Aster	Symphoricarpos lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rutbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphoricarpos oolentanganse	0.16%	0.57
Ohio Spiderwort	Tradescantia ohioensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21



**DETAILED LANDSCAPING LAYOUT - EAST**  
 SCALE: 1" = 50'



**DETAILED LANDSCAPING LAYOUT - WEST**  
 SCALE: 1" = 50'

SCALE 0 25 50  
 1" = 50 FEET

**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 CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
 1250 EAST DITCH ROAD, SUITE 300  
 DESIGN: FRM # 84-0039576

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**DETAILED LANDSCAPE PLAN**  
 NOT FOR CONSTRUCTION

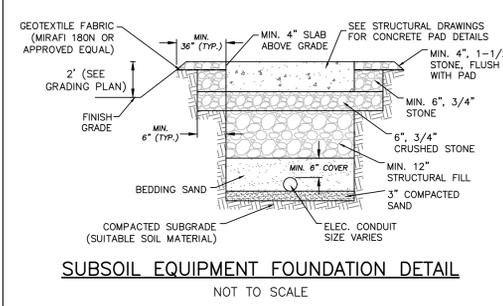
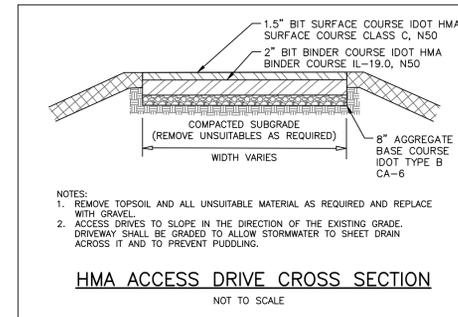
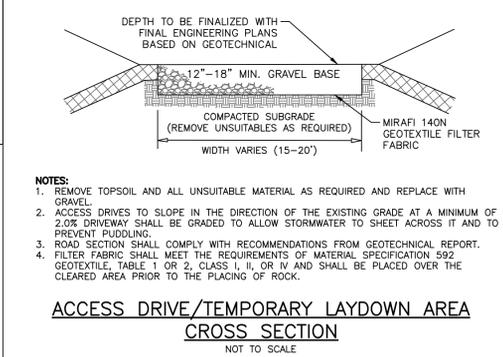
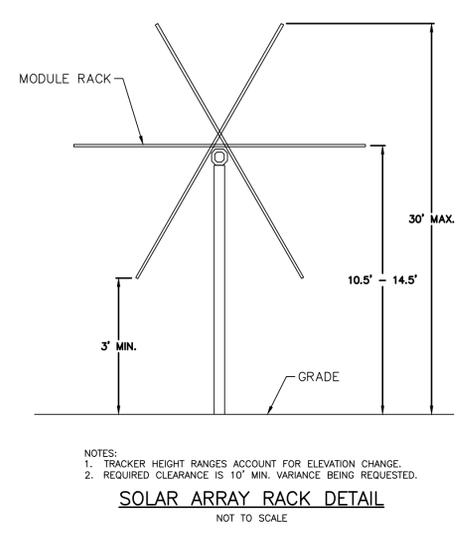
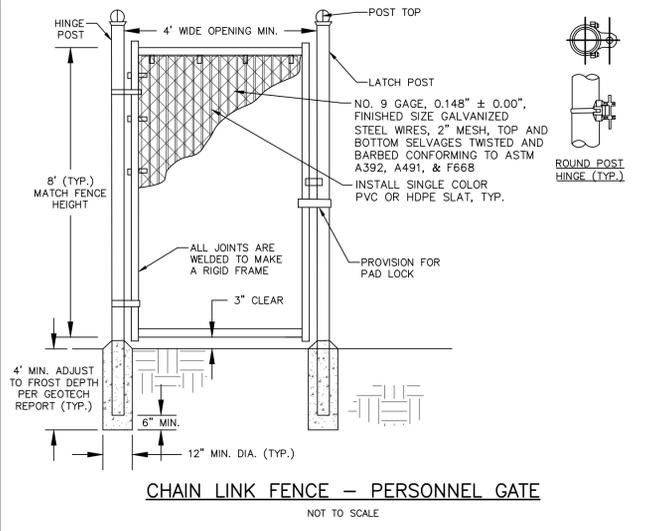
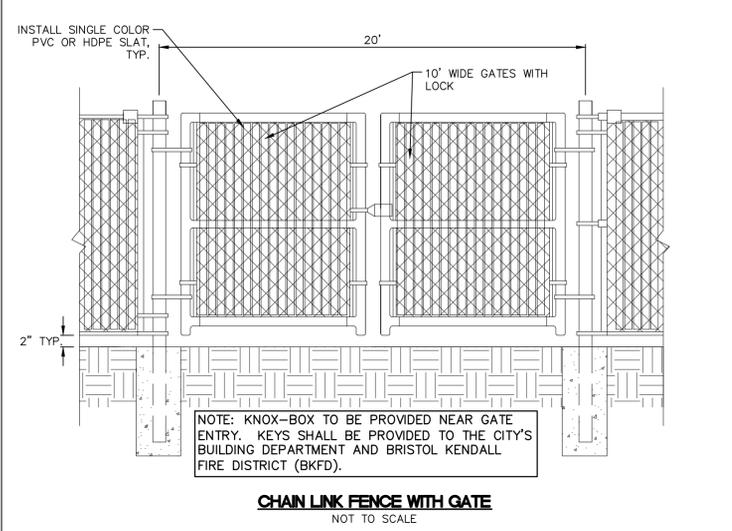
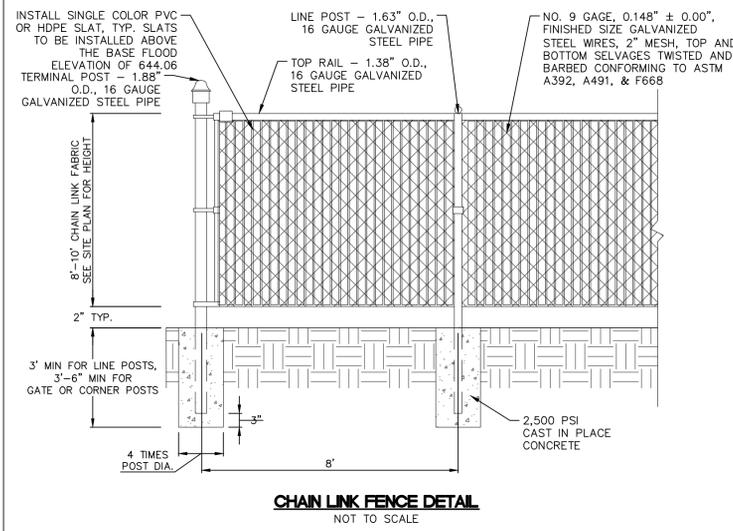
Scale: As Noted  
 Approved by: MBK  
 Drawn by: LEH

Dwg No: C-401  
 Size: ARCH D  
 Sheet Rev: G

CAD FILE: 24003183C-500-DT.DWG

A B C D E F G H

8 7 6 5 4 3 2 1



**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
www.atwell-group.com  
1230 MAPLEVILLE RD  
YORKVILLE, MD 21095

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/20
C	CLIENT REVIEW SET	9/13/20
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/20
E	LANDSCAPE REV PER CITY	2/4/21
F	REV PER CLIENT	2/14/21
G	FENCE UPDATE	3/21/21

BEECHER ROAD SOLAR, LLC

SPECIAL USE APPLICATION PLANS  
10791 CORNELLS ROAD  
UNITED CITY OF YORKVILLE,

STANDARD DETAILS  
NOT FOR CONSTRUCTION

Dwg No: C-500 Size: ARCH D Sheet No: G

**Ordinance No. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
GRANTING A PROPERTY LINE SETBACK VARIANCE FOR CERTAIN TERRITORY  
GENERALLY LOCATED NORTH OF CORNEILS ROAD, WEST OF BEECHER ROAD, AND  
EAST OF IL ROUTE 47  
(BEECHER ROAD SOLAR EXPANSION)**

**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 Beecher Road Solar, LLC, an Illinois limited liability company (the “Applicant”), requested relief from Section 10-4-13 of the UDO requiring a buffer area of one thousand (1,000) feet from the nearest solar array to roadway networks ; 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 March 12, 2025, 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 the Planning and Zoning Commission made the following findings of fact:

- i. That a particular hardship to the Applicant would result from denying the variance, due to the fact that the original site plan and engineering were submitted to the City under previously existing land use ordinances, and the change in land use regulations in the City since then is not due to any action by the Applicant.
- ii. That the conditions necessitating this variance request are unique to the Subject Property, as this is the only variance request by a solar farm applicant who had had their plans previously approved by City staff under City ordinances that are no longer in existence.
- iii. The conditions necessitating this variance have not been caused by a person with an interest in the Subject Property, as the requested variance is necessitated by a change in City code.
- iv. The requested variance will not be injurious to the public welfare or other property or improvements in the area where the Subject Property is located, as there are no existing uses to the south, north, and west of the Subject Property, and a substantial buffer and fence will be installed to the east.
- v. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in public streets, as the

proposed use on the Subject Property will not generate substantial traffic, and as the proposed use will not prevent the free flow of light and air to adjacent parcels.

- vi. The proposed variation is consistent with official comprehensive plan and other development standards and policies of the city.

and therefore recommend the City Council grant the requested variation.

*Section 3.* That this Ordinance shall apply to the Subject Property legally described as:

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78

FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12' WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD: THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'25" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2 :

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 575.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID

PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20' 25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

with Property Index Numbers 02-08-300-008, and 02-08-300-012.

*Section 4:* That a variation pursuant to Section 10-4-13 of the UDO to permit solar farm equipment less than the minimum buffer area of one thousand (1,000) feet from the nearest solar array to roadway network and to allow a solar equipment setback of 917.3 feet from the front (south) property line on the Subject Property is hereby granted.

*Section 5:* 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 herein shall not be granted.

*Section 6:* 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 prepared by Atwell, LLC and submitted by the Applicant, last revised and dated February 14, 2025, and made a part hereof as Exhibit A.

*Section 7:* 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. 2025.

\_\_\_\_\_  
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. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

---

CITY CLERK



# BEECHER ROAD SOLAR, LLC

## A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

# SPECIAL USE APPLICATION PLANS

### DEVELOPMENT TEAM

#### PROJECT OWNER

NEXAMP, INC.  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (617) 431-1440

#### APPLICANT/CONTRACTOR

BEECHER ROAD SOLAR, LLC  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (317) 760-3190  
CONTACT: MATT KWIATKOWSKI

#### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (630) 577-0800  
FAX: (630) 577-0900  
CONTACT: MICHAEL KEITH, P.E.

### GOVERNING AGENCIES CONTACTS

#### PLANNING

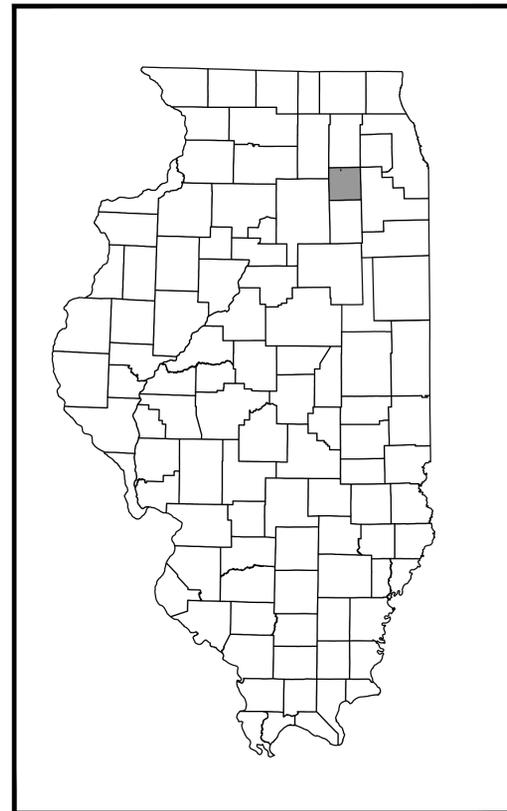
UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, IL 60560  
(630) 553-8573  
CONTACT: KRYSTI BARKSDALE-NOBLE

#### HIGHWAY

UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, ILLINOIS, 60560  
(630) 466-6700

#### EROSION & SEDIMENTATION

KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT  
7775A ROUTE 47  
YORKVILLE, IL 60560  
(630) 553-5821 X 3  
CONTACT: JULIE BROWN



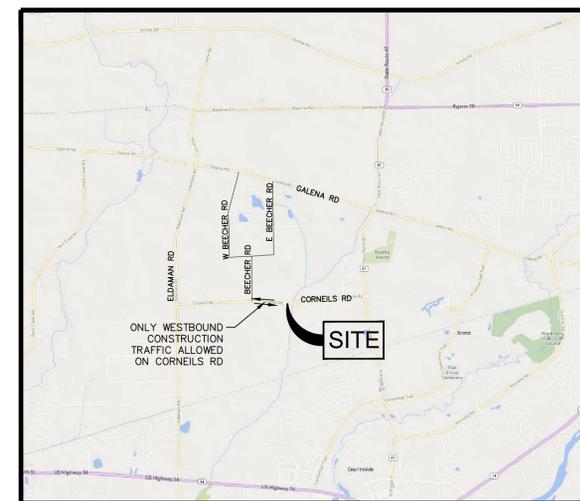
**ILLINOIS**  
NOT TO SCALE

### SHEET INDEX

- C-000 COVER SHEET
- C-100 EXISTING CONDITIONS PLAN
- C-200 SITE LAYOUT PLAN
- C-300 STORMWATER MANAGEMENT PLAN
- C-400 LANDSCAPE PLAN
- C-401 DETAILED LANDSCAPE PLAN
- C-500 STANDARD DETAILS



**KENDALL COUNTY**  
NOT TO SCALE



**VICINITY MAP**  
SCALE: 1" = 5000'



Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

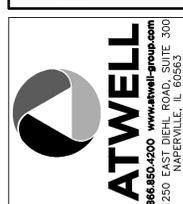
**BEECHER ROAD SOLAR, LLC**  
SPECIAL USE APPLICATION PLANS  
10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**COVER SHEET**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-000** Size: ARCH D Sheet Rev: **G**



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

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 24003183C-000-CV.DWG

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING CONTOUR
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- OHE --- EXISTING OVERHEAD ELECTRIC
- OHTV --- EXISTING OVERHEAD CABLE
- X --- X --- X --- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WETLAND BUFFER
- EXISTING VEGETATION LINE
- BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
- FOUND IRON ROD
- × FOUND PK NAIL
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING TELEPHONE RISER
- EXISTING ELECTRIC MARKER
- EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
- APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

**LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 11808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.**

**PARCEL 1:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

**PARCEL 3:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

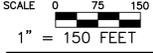
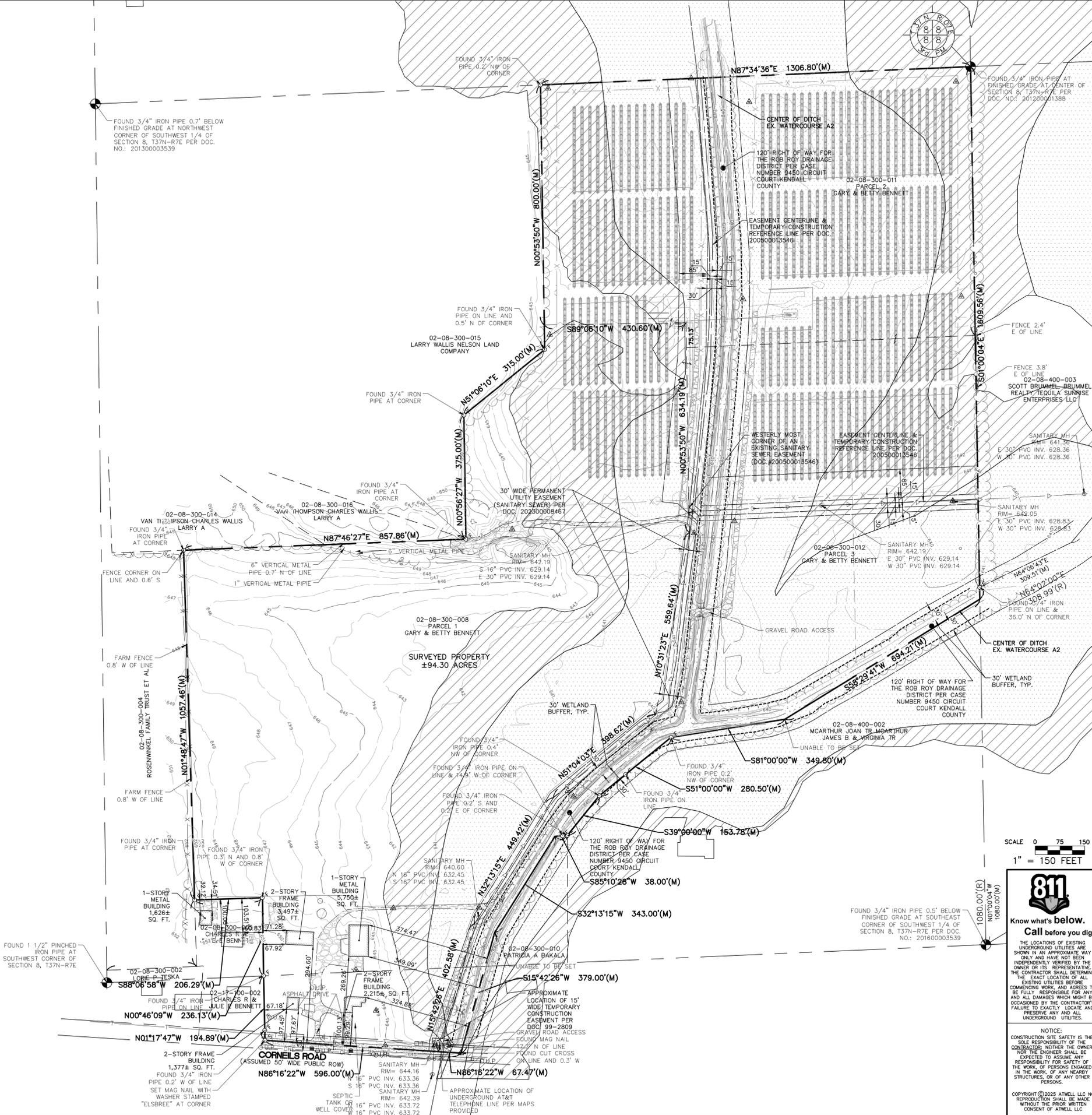
TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024, BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE, CONVERGENCE: -0.0868722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS WATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND SHOULD NOT BE INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE 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 UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
 1250 EAST DUELL ROAD, SUITE 300  
 DESIGN FIRM #184-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: **BEECHER ROAD SOLAR, LLC**

Special Use Application Plans  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

Project: **BEECHER ROAD SOLAR, LLC**

Special Use Application Plans  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**EXISTING CONDITIONS PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
 Approved by: MBK  
 Drawing Title: **C-100**

Dwg No: **C-100** Size: ARCH D Sheet Rev: **G**

**LEGEND**

---	BOUNDARY LINE
---	EXISTING ROW
---	BOUNDARY ADJACENT LINE
---	BUILDING SETBACK LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING PAVEMENT
---	EXISTING GRAVEL
---	PROPOSED GRAVEL ACCESS DRIVE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING OVERHEAD ELECTRIC LINE
---	PROPOSED OVERHEAD ELECTRIC LINE
---	PROPOSED UNDERGROUND ELECTRIC LINE
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	LIMITS OF DISTURBANCE
---	EXISTING UTILITY POLE
---	PROPOSED UTILITY POLE
---	EXISTING UTILITY POLE PROPOSED WITH CORNELIS SOLAR
---	PROPOSED GRAVEL ACCESS DRIVE
---	PROPOSED HMA ACCESS ROAD
---	EXISTING GRAVEL
---	APPROXIMATE FLOOD ZONE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
---	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET

**SITE DATA**

PIN: 02-08-300-008 AND 02-08-300-012  
 JURISDICTION: KENDALL COUNTY  
 ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)  
 CURRENT LAND USE: AGRICULTURAL  
 PARCEL AREA: ± 94.30 ACRES  
 FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED	SITE DATA	94.30 AC
FRONT (SOUTH) *	1000'	917.3'	SITE AREA (ALL 3 PARCELS)	94.30 AC
SIDE (EAST)	50.0'	50.0'	FENCED AREA (BEECHER)	20.3 AC
SIDE (WEST)	50.0'	57.8'	FENCED AREA (CORNELIS)	31.5 AC
REAR (NORTH)	50.0'	50.1'	TOTAL LOT OCCUPANCY %	54.9%
MINIMUM PANEL CLEARANCE ** (FROM GROUND TO BOTTOM EDGE)	10'		FENCE LENGTH (BEECHER)	5578 LF
			LIMITS OF DISTURBANCE	25.7 AC
MAXIMUM ALLOWABLE HEIGHT	30'		TRACKER MOTORS	121

**SETBACK REQUIREMENTS ARE FOR SOLAR PANELS AND EQUIPMENT PAD, FENCES ARE EXCLUDED.**

- \* VARIANCE IS BEING REQUESTED FOR THE 1000' SETBACK AND THE MINIMUM PANEL CLEARANCE.
- \*\* VARIANCE IS BEING REQUESTED TO DECREASE THE MINIMUM CLEARANCE.

**GENERAL NOTES**

- THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
- LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
- ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
- FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

**ZONING DISTRICT:**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.

**LAYOUT AND MATERIALS NOTES:**

- ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL RECTIFY SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
- PROTECT EXISTING PROPERTY MONUMENTS AND ADJUTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

**GRADING, DRAINAGE AND UTILITY NOTES:**

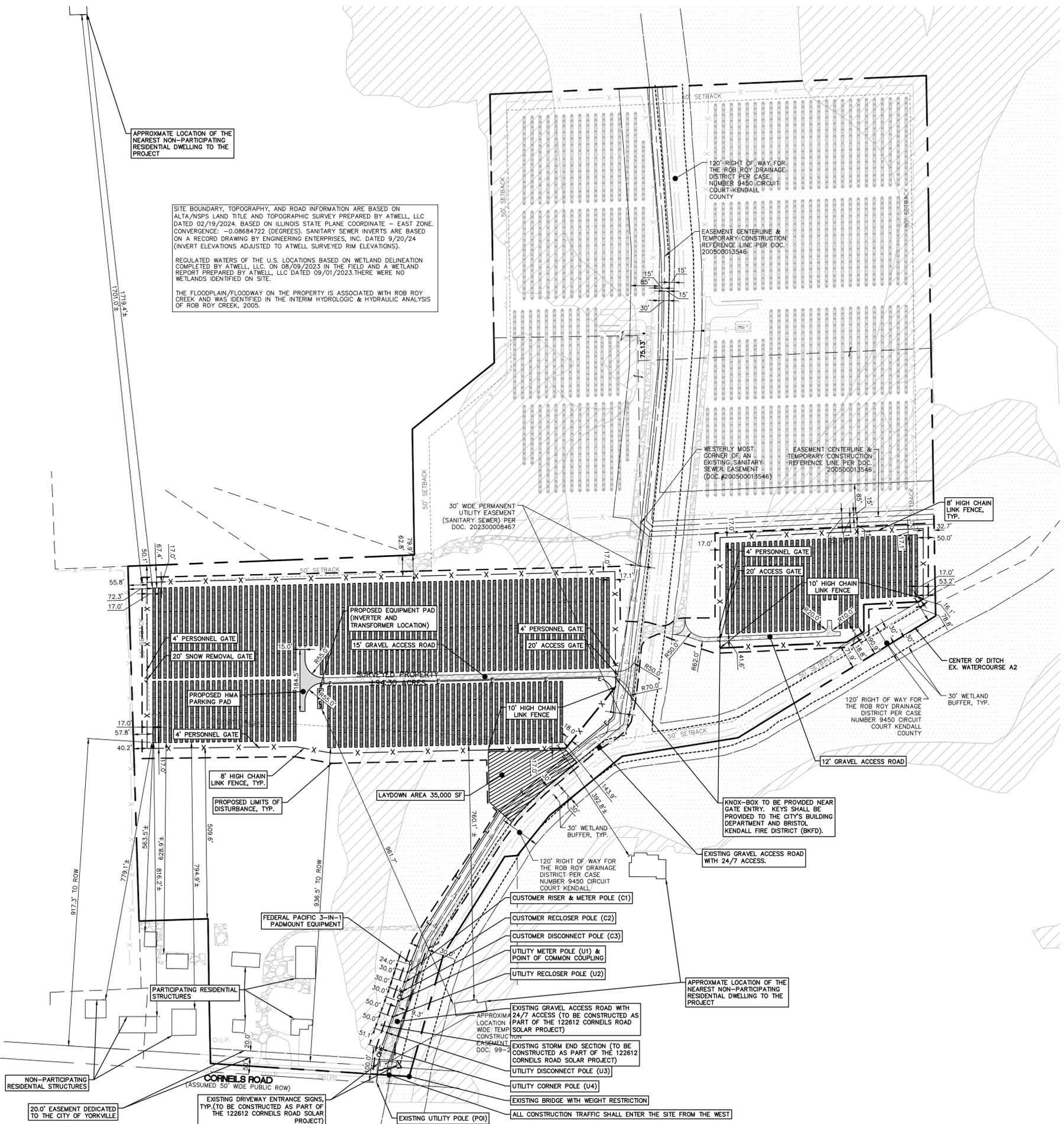
- UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
- 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 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
- WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
- PITCH EVENLY BETWEEN SPOT GRADES.
- THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
- EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

APPROXIMATE LOCATION OF THE NEAREST NON-PARTICIPATING RESIDENTIAL DWELLING TO THE PROJECT

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024, BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.0884722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.



SCALE 0 75 150  
 1" = 150 FEET

**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 ADEQUATE 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.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Fl., Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com

**ATWELL**  
 866.850.4200 www.atwell-group.com  
 1250 EAST DITCH ROAD, SUITE 300  
 DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: **BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNIT 107 OF YORKVILLE,  
 KENDALL COUNTY, IL

**SITE LAYOUT PLAN**  
 NOT FOR CONSTRUCTION  
 Scale: As Noted  
 Drawing Title: Approved by: MBK

Dwg No: **C-200** Size: ARCH D Sheet Rev: **G**

**LEGEND**

	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING CONTOUR
	EXISTING STORM SEWER
	LIMITS OF DISTURBANCE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	78	5.4
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	19.3
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.7
D	UNRATED (D ASSUMED)	89	0.3
COMBINED CN=			84

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	BRUSH, GOOD	48	5.4
C	BRUSH, GOOD	65	18.6
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.4
D	UNRATED (D ASSUMED)	73	0.3
COMBINED CN=			63

**SOIL LEGEND**

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSP'S LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**SITE DATA TABLE**

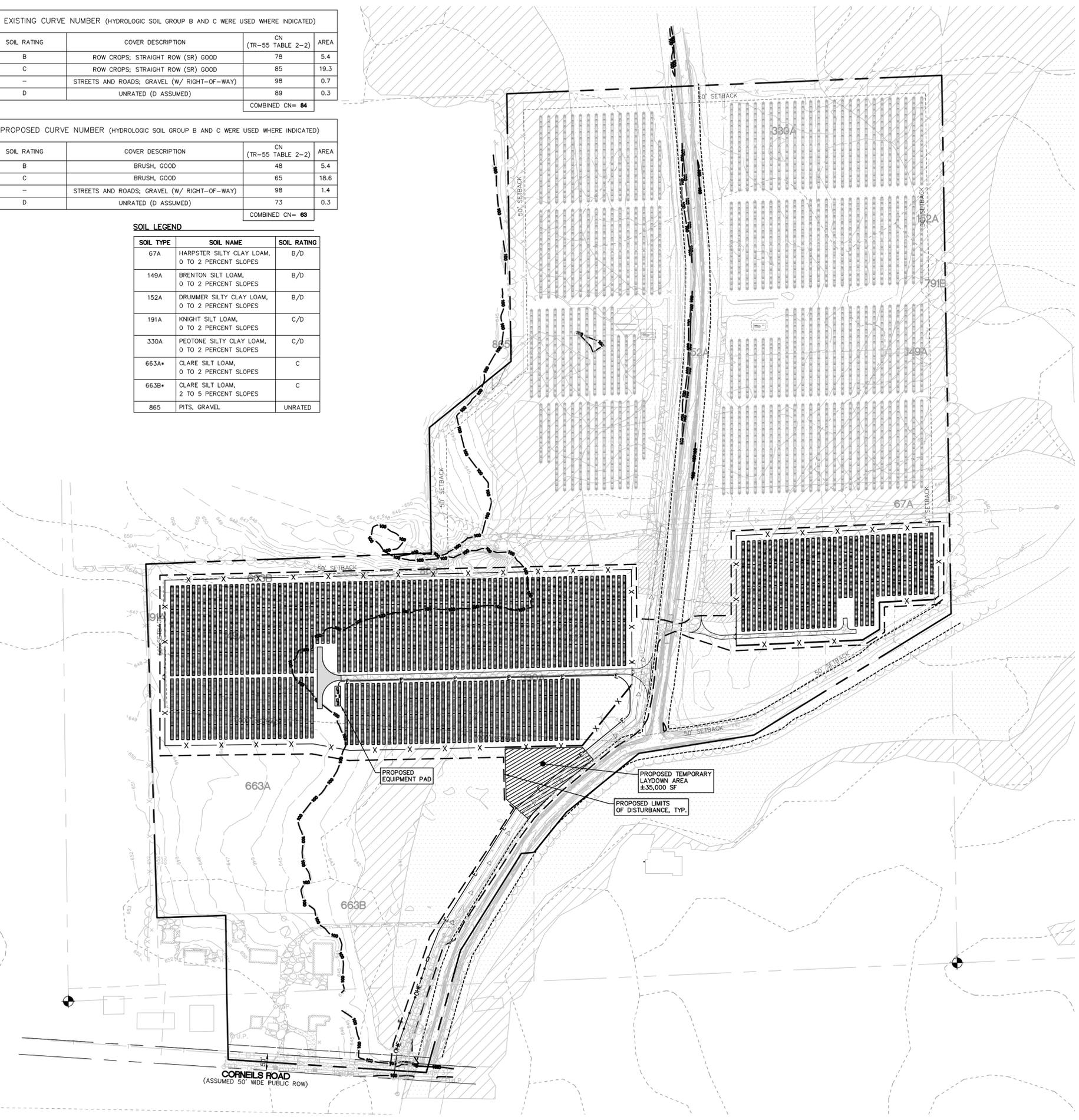
TOTAL PROJECT AREA (ACRES)	94.3
TOTAL DISTURBED AREA (ACRES)	25.7
•EXISTING IMPERVIOUS AREA (ACRES)	0.7
•PROPOSED IMPERVIOUS AREA (ACRES)	0.7
•WITHIN LIMITS OF DISTURBED AREA	

**STORMWATER SUMMARY**

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS. FINAL REPORT AND ANALYSIS WILL BE PROVIDED WITH FINAL ENGINEERING PLANS.

**EROSION CONTROL AND SEDIMENTATION NOTES:**

- 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 DENUDED 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.
- 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-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- 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.



SCALE 0 75 150  
1" = 150 FEET



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY OWNER AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
1250 EAST DUELL ROAD, SUITE 300  
DESIGN FIRM # 84-0098976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**STORMWATER MANAGEMENT PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: C-300 Size: ARCH D Sheet Rev: G

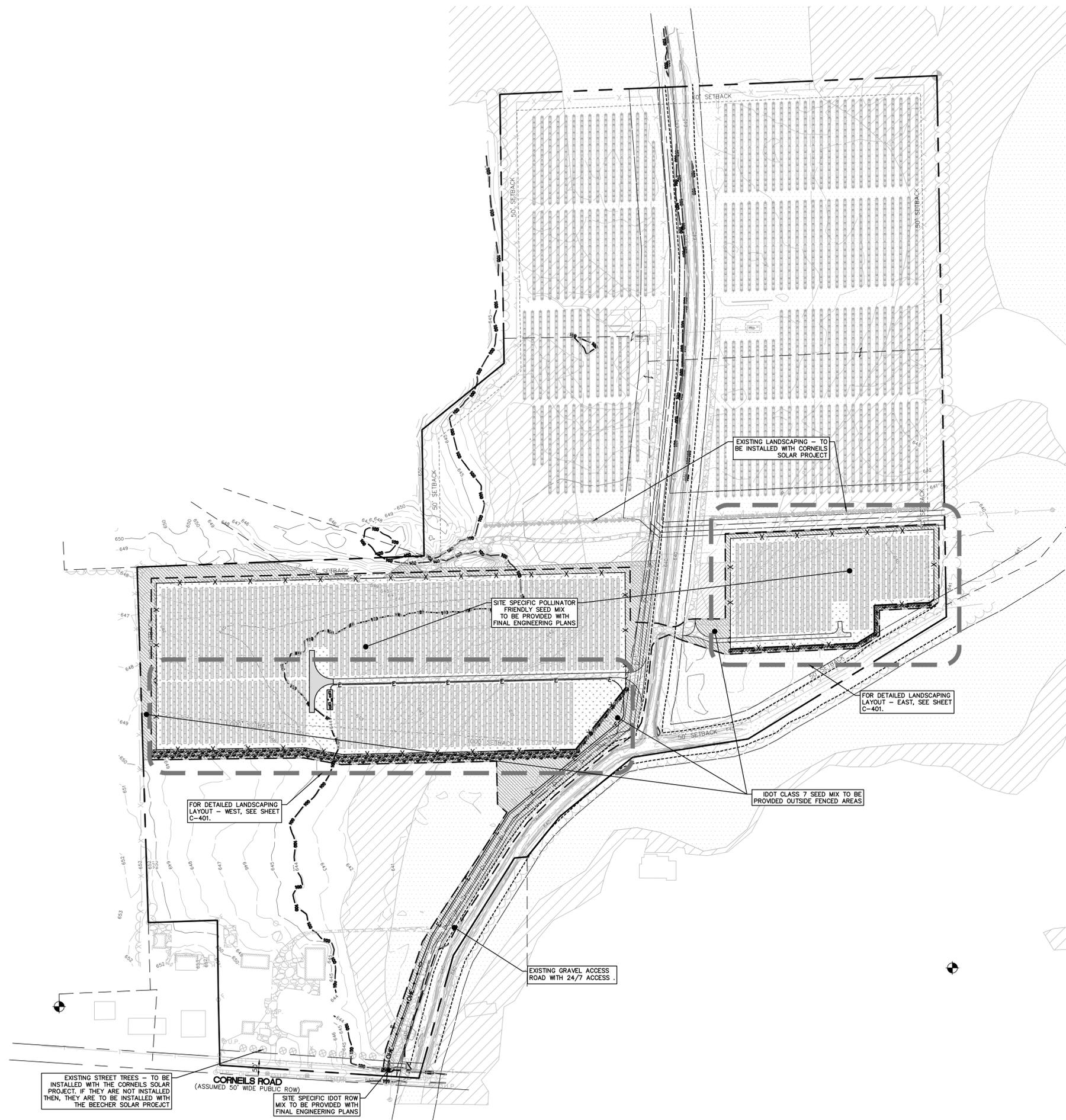
**LEGEND**

	BOUNDARY LINE
	BOUNDARY ADJACENT LINE
	EXISTING ROW
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	EXISTING CONTOUR
	EXISTING STORM SEWER
	EXISTING OVERHEAD ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	EXISTING OVERHEAD CABLE
	EXISTING FENCE
	PROPOSED FENCE
	LIMITS OF DISTURBANCE
	EXISTING VEGETATION LINE

	PROPOSED POLLINATOR FRIENDLY SEED MIX
	PROPOSED IDOT CLASS 7 SEED MIX
	PROPOSED IDOT SEED MIX IN ROW
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	PROPOSED SHRUBS
	PROPOSED EVERGREEN TREE
	PROPOSED SHADE TREE

**PLANTING NOTES:**

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



SCALE 0 75 150  
1" = 150 FEET



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**

866.850.4200 www.atwell-group.com  
1250 EAST DEHL ROAD, SUITE 300  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**LANDSCAPE PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
Drawn by: LEH  
Approved by: MBK

Drawing Title:

Dwg No: C-400 Size: ARCH D Sheet Rev: G

**LEGEND**

---	BOUNDARY LINE
- - - -	BOUNDARY ADJACENT LINE
---	EXISTING ROW
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING CONTOUR
---	EXISTING STORM SEWER
---	EXISTING OVERHEAD ELECTRIC
---	PROPOSED UNDERGROUND ELECTRIC
---	PROPOSED OVERHEAD ELECTRIC
---	EXISTING OVERHEAD CABLE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING VEGETATION LINE
---	BASE FLOOD ELEVATION = 644.06 FT
---	PROPOSED POLLINATOR FRIENDLY SEED MIX

[Pattern]	PROPOSED IDOT CLASS 7 SEED MIX
[Pattern]	PROPOSED IDOT SEED MIX IN ROW
[Pattern]	APPROXIMATE FLOOD ZONE AE
[Pattern]	APPROXIMATE FLOODWAY
[Symbol]	PROPOSED SHRUBS
[Symbol]	PROPOSED EVERGREEN TREE

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC, ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**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.

**PLANT CALCULATIONS**

ORDINANCE COMPLIANCE MATRIX  
 Acres: 25.8  
 Street Frontage (Cornells Rd): 586.00 feet  
 USDA Zone: 5 (-20 degrees to -10 degrees)

**Ch. 12. LANDSCAPE ORDINANCE**  
 Section 8-12-3: GENERAL STANDARDS

Lot landscaping requirement

	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	112 trees	154 trees
*Assume City of Yorkville can administratively approve less total shrubs on the basis that a solar development would be hindered by more plant material.	843 shrubs	384 *shrubs

**PLANT SCHEDULE**

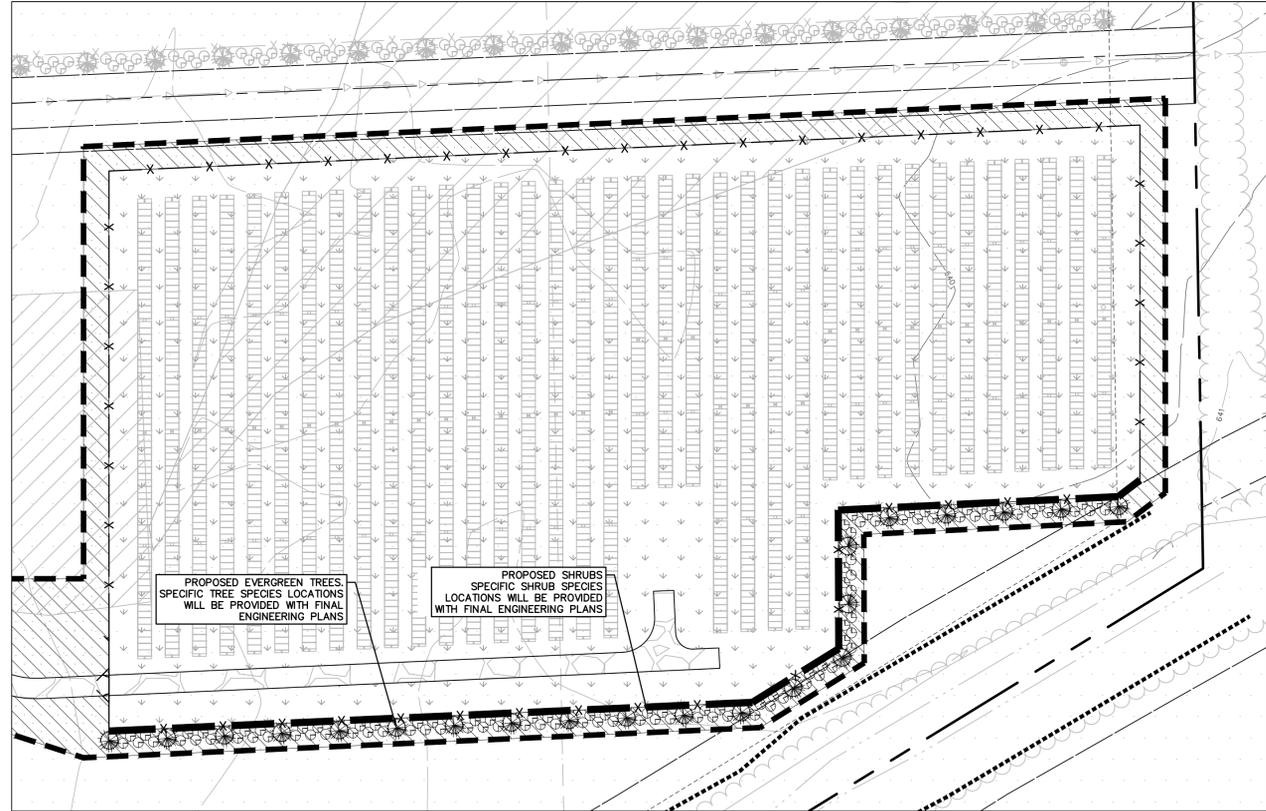
EVERGREEN TREES					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
PA	52	*Picea abies 'Cupressina'	Columnar Norway Spruce	20' H	34%
JS	51	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	15-20' H	33%
PF	51	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	20-25' H	33%
<b>Total</b>	<b>154</b>				

\*Request approval of suggested alternative evergreen species

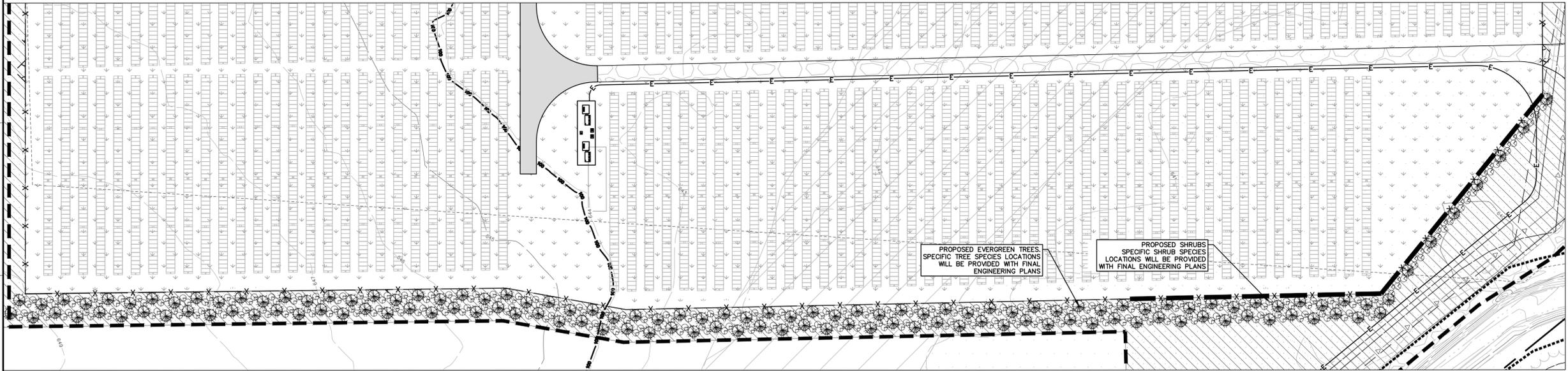
SHRUBS					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
CS	96	Cornus sericea	Redtwig Dogwood	6-12' H	25%
EA	96	Euonymus alatus	Winged Euonymus	8-12' H	25%
ID	96	Ilex decidua	Possumhaw	7-15' H	25%
SN	96	Sambucus nigra canadensis	Common Elderberry	8-12' H	25%
<b>Total</b>	<b>384</b>				

**Nexamp Representative Pollinator Friendly Seed Mix**

Common Name	Scientific Name	% of Mix	Seeds/lb
<b>Grasses</b>			
Bouteloua curtipendula	Bouteloua curtipendula	34.25%	9.43
Bromus kalmii	Bromus kalmii	0.80%	0.29
Prairie Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
<b>Forbs</b>			
Common Yarrow	Achillea millefolium	0.44%	3.83
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Anemone canadensis	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkweed	Astilagus canadensis	1.99%	0.84
Calico Aster	Symphoricarpos lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rutbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphoricarpos oolentanganse	0.16%	0.57
Ohio Spiderwort	Tradescantia ohioensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21



DETAILED LANDSCAPING LAYOUT - EAST  
 SCALE: 1" = 50'



DETAILED LANDSCAPING LAYOUT - WEST  
 SCALE: 1" = 50'

SCALE 0 25 50  
 1" = 50 FEET

**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 CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND 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.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
 66650-4200 www.atwell-group.com  
 1250 EAST DICK ROAD, SUITE 300  
 DESIGN: FRM # 84-0039576

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

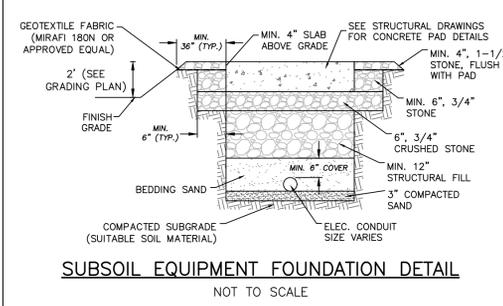
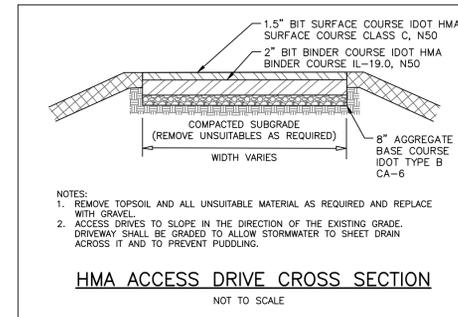
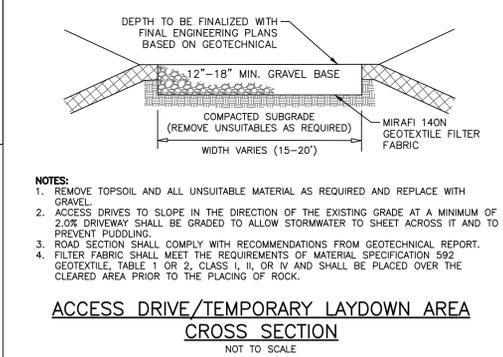
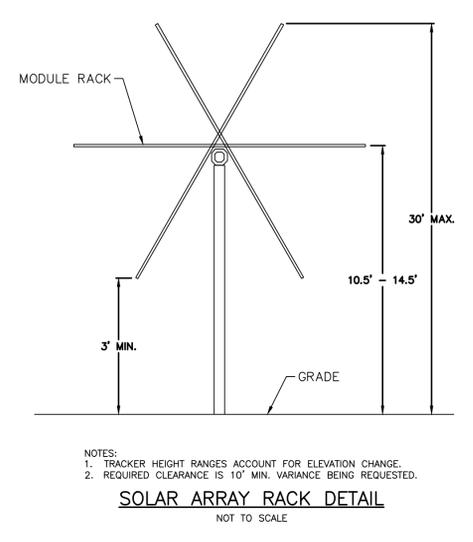
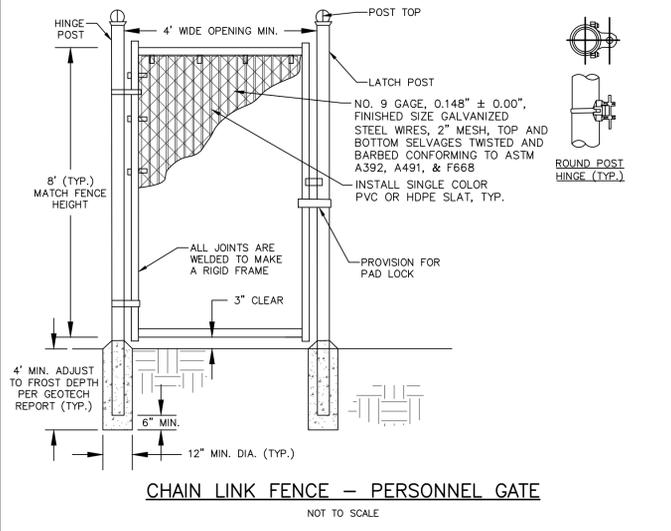
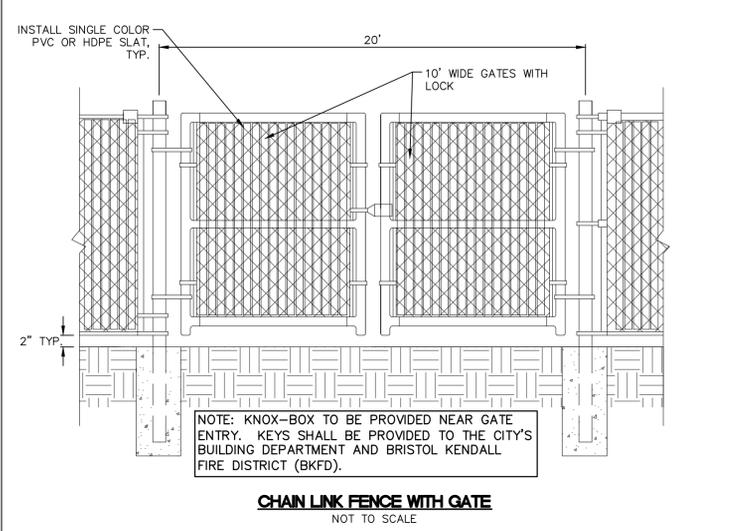
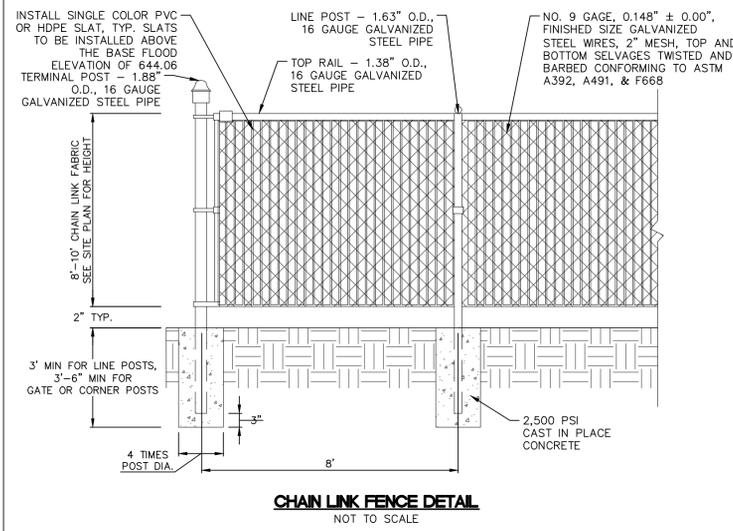
**DETAILED LANDSCAPE PLAN**  
 NOT FOR CONSTRUCTION  
 Scale: As Noted  
 Approved by: MBK  
 Drawn by: LEH

Dwg No: C-401  
 Size: ARCH D  
 Sheet Rev: G

CAD FILE: 24003183C-500-DT.DWG

A B C D E F G H

8 7 6 5 4 3 2 1



**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
www.atwell-group.com  
1230 MAPLEVILLE RD  
YORKVILLE, MD 21093

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/20
C	CLIENT REVIEW SET	9/13/20
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/20
E	LANDSCAPE REV PER CITY	2/4/21
F	REV PER CLIENT	2/14/21
G	FENCE UPDATE	3/21/21

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELLS ROAD  
UNITED CITY OF YORKVILLE

**STANDARD DETAILS**  
NOT FOR CONSTRUCTION

Dwg No: C-500 Size: ARCH D Sheet No: G



# Memorandum

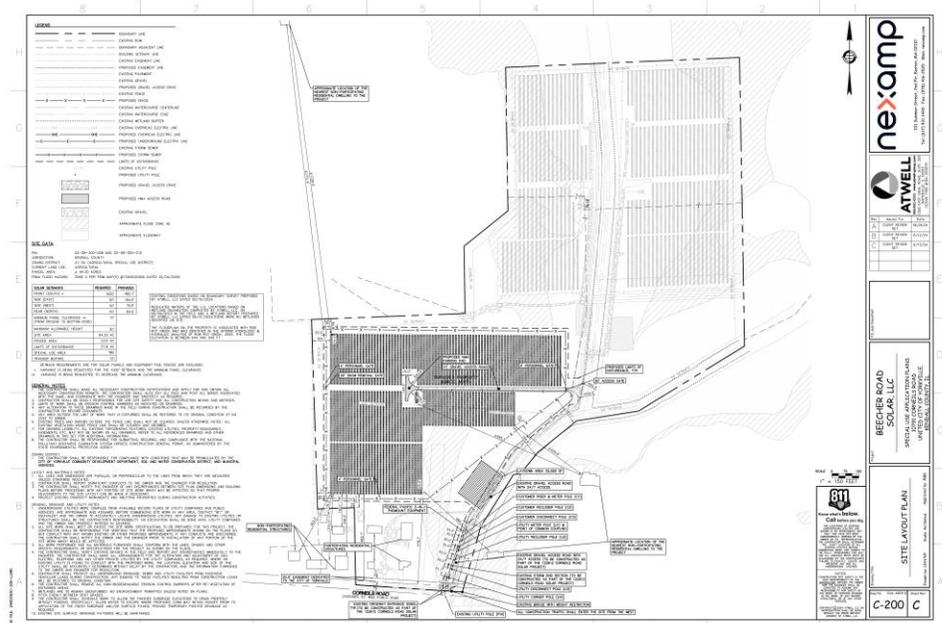
To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: February 21, 2025  
Subject: **PZC 2024-22 Beecher Road Solar, LLC (Expansion)/Nexamp – Solar Farm**

## **UPDATE:**

The petitioner has amended their application and submitted revised plans, which will be detailed in the body of this memo. The primary change involves an increased setback from Corneils Road. The original plans showed a 482-foot setback between the nearest solar array and Corneils Road, whereas the required setback is 1,000 feet. The revised plans now indicate a setback of 917.3 feet. With the revised placement of the solar arrays, the solar farm will now be approximately 2,600 feet east of IL Route 47, compared to the originally planned 4,000 feet. Additionally, the petitioner has adjusted the proposed acreage and number of solar arrays, reducing the total project area from 23.6 acres to 20.3 acres and decreasing the number of solar arrays from 11,616 to 11,201.

## **PROJECT SUMMARY:**

The applicant, Daniel Kramer on behalf of Nexamp dba Beecher Road Solar, LLC, contract leasee, is requesting special use and variance permit approval to construct a 4.99 (AC) ground-mounted distributed generation solar garden facility. The newly proposed 20.3-acre solar farm will be situated on approximately 70 acres of existing farmland parcel located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 2,600 feet east of IL Route 47 (N. Bridge Street) in parcels (#02-08-300-008 and 02-08-300-012). The first photo below shows the previously proposed site plan for the Beecher Road Solar project with a 482-foot setback, while the second photo displays the updated site plan with a 917.3-foot setback.





Lastly, the petitioner is requesting a variance to Section 10-4-13-B.8.c of the Unified Development Ordinance, seeking to reduce the required one thousand (1,000) foot setback from the nearest solar array to roadway network to the newly proposed setback of 917.3 feet between the nearest solar array and Corneils Road.

**ZONING AND LAND USE**

Through the approved Corneils Road Solar project, the subject property was annexed in May 2024 and rezoned to A-1 Agricultural District with a special use for the purpose of constructing a solar farm. The following are the current immediate surrounding zoning and land use:

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	A-1 Agricultural (Special Use) District	Corneils Road Solar
<b>South</b>	Westbury South Village (R-4)	Agriculture
<b>East</b>	IL Route 47 Former Westbury East Village (A-1)	Agriculture/Approved Yorkville Renewables Solar Farm
<b>West</b>	Beecher Road Konicek Property (M-1, M-2)	Agriculture/Bright Farms

**SPECIAL USE REQUEST:**

The applicant is seeking special use authorization. Section 10-8-9C.1 of the Unified Development Ordinance states specific standards for variance 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 20.3-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 and the petitioner’s previously proposed setbacks and their updated setbacks:

	<b>Minimum Setback for Equipment to Property Line</b>	<b>Previously Proposed Setback</b>	<b>Updated Proposed Setbacks</b>
Front (South)	1000 feet	482 feet	917.3 feet
Side Yard (East)	50 feet from nonresidential/100 feet from residential	194.9 feet	50 feet
Side Yard (West)	50 feet from nonresidential/100 feet from residential	75.9 feet	57.8 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	84.9 feet	50.1 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.

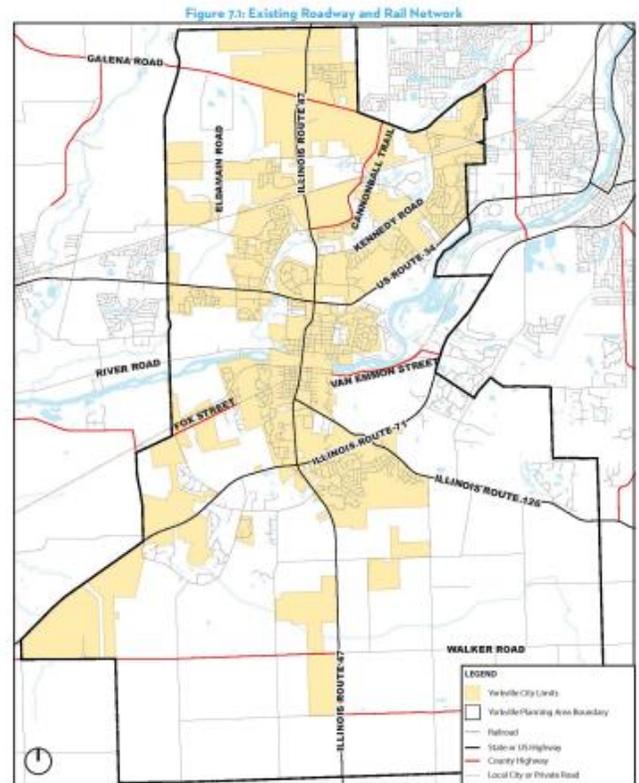
### ***Solar Setbacks***

The location of the solar panels meets the side (east and west) and the rear (north) setbacks for the Solar Farm use in the A-1 Agricultural District. Although Section 10-4-13B.8.a of the Unified Development Ordinance states the front yard setback for the solar farm use is one hundred (100) feet, Section 10-4-13B.8.c states the buffer area from the nearest solar array to roadway networks is one thousand (1,000) feet. Therefore, the solar panels appear to encroach into required front (south) yard setback.

### ***Buffer Distances***

Section 10-4-13B.8.c of the City's Unified Development Ordinance provides buffer requirements for solar farms in relation to roadway networks and the Fox River. The proposed solar panel encroaches into the required front yard setback to the south. The ordinance requires a minimum buffer of 1,000 feet from the nearest solar array to roadway networks as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan. Currently, Corneils Road is not designated as a major arterial roadway network in Figure 7.1.

However, given that Corneils Road is likely to become a major arterial roadway in the future, the 1,000-foot buffer requirement from a roadway network to the nearest solar array remains applicable. The petitioner has submitted an updated variance request to allow for a 917.3-foot front yard setback compared to their previously proposed 482-foot front yard setback. Notably, the proposed solar panel location also exceeds the 1,000-foot setback required from the Fox River bank.



### **PROPOSED EQUIPMENT**

The petitioner has submitted an updated site plan for the proposed community solar farm, reducing the number of solar arrays from 11,616 to 11,201. The petitioner's updated exhibit (C-200 F), last dated February 14, 2025, indicates the total number of tracker motors is 121. The petitioner has stated Beecher Road Solar, LLC intends to contract Nexamp Asset Management Services, INC (NAMS) to provide operations and maintenance services for the first ten years of the system operation. At that time, Beecher Road Solar, LLC will revisit the contract and intends to renew the term.

### **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***

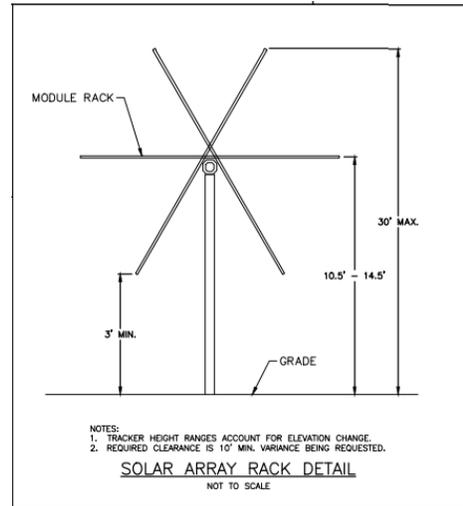
Sections 10-4-13B.1 of the Unified Development Ordinance states no solar farms shall be erected on any lot less than three (3) acres in size. The petitioner's updated exhibit (C-200 F) last dated February 14, 2025, states the project intends to develop on approximately 20.3 acres of overall parcel.

**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 previously proposed, the solar farm occupied approximately 33.7% (23.6-acres) of the overall existing 70 acres of existing farmland. The petitioner’s updated plans indicate the solar farm will occupy approximately 29% (20.3-acres) of the overall existing 70 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’s exhibit (C-500 F Standard Details) illustrates a maximum solar array height as approximately 30 feet at maximum tilt. Additionally, the petitioner’s exhibit (C-500 F Standard Details) indicates a minimum solar array clearance of 3 feet.



**Accessory Use**

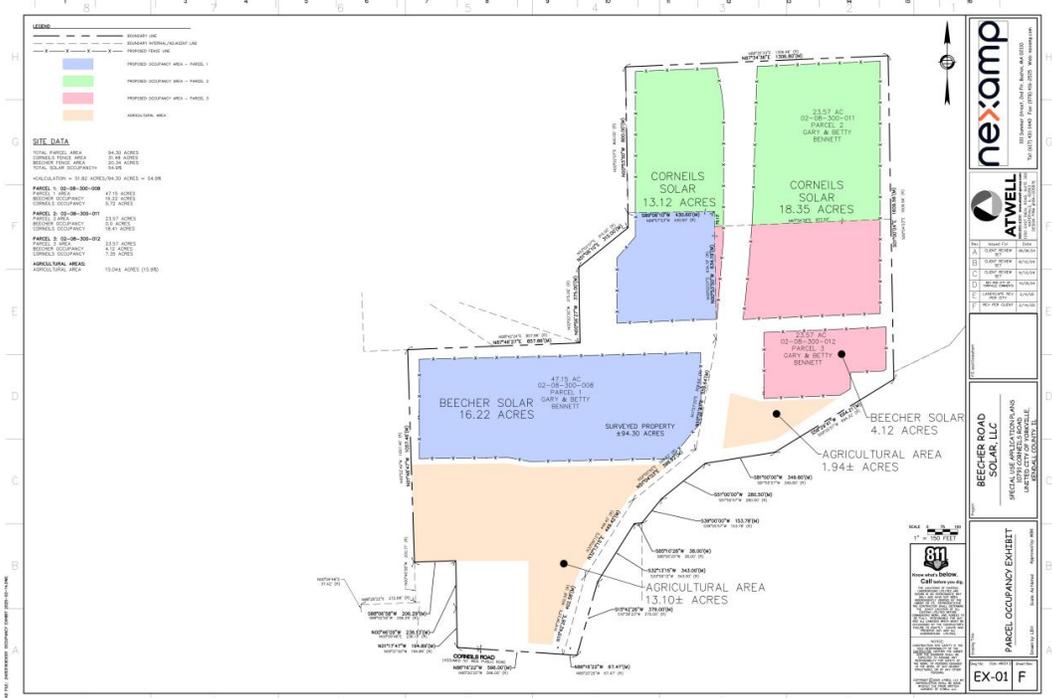
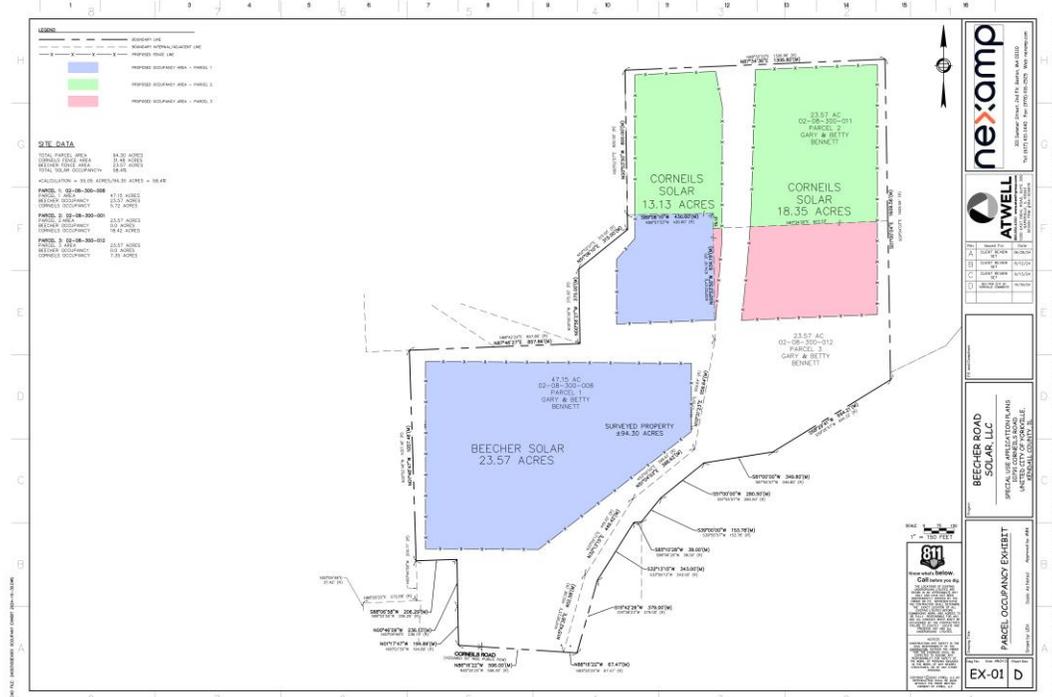
Section 10-4-13-A.2 of the City’s Unified Development Ordinance states solar and wind farms shall be an accessory to the principal permitted use of a site. Therefore, the area and scale of the solar farm must be less than the primary agricultural land use. Per the petitioner’s updated site plans for the proposed solar farm, the 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. 20.3 acres of 70 acres or ~29%).

During staff review of the total acreage occupied by both the approved Corneils Road Solar project and the proposed Beecher Road Solar project, there was some confusion regarding whether the solar farm use would exceed the primary agricultural land use. To clarify, staff requested that the petitioner verify the total acreage occupied by the solar farm across parcels #02-08-300-008, #02-08-300-012, and #02-08-300-011, which are associated with the approved Corneils Road Solar project. The table below provides a breakdown of each parcel, including the total area and the area occupied by both the approved solar farm and the previous and updated proposed projects.

PARCEL	TOTAL PARCEL AREA	CORNEILS ROAD SOLAR OCCUPANCY	PREVIOUS BEECHER ROAD SOLAR OCCUPANCY	UPDATED BEECHER ROAD SOLAR OCCUPANCY
02-08-300-008	47.15 acres	5.72 acres	23.57 acres	16.22 acres
02-08-300-011	23.57 acres	18.42 acres	0 acres	0 acres
02-08-300-012	23.57 acres	7.35 acres	0 acres	4.12 acres

Combined the approved Corneils Road Solar and the proposed Beecher Road Solar will occupy 54.9% (51.82-acres) of the existing 94.30-acres of existing farmland. Each individual parcel associated with both solar farm projects maintains a lower occupancy percentage for the solar farm, with a greater portion remaining in agricultural use.

The first visual represents the previously submitted occupancy exhibit, illustrating the total acreage occupied by the approved and proposed solar farms for each parcel. The second visual presents the newly submitted occupancy exhibit, reflecting the updated acreage allocation.



**Distance from Residential Properties.**

In addition to meeting the required minimum setbacks, the previously proposed closest array/module of the solar farm was 119.2 feet from the nearest residential parcel to the south along Corneils Road. The petitioner’s updated plans now show the closest array/module at 392.8 feet, increasing the distance and further reducing potential impacts on adjacent properties.

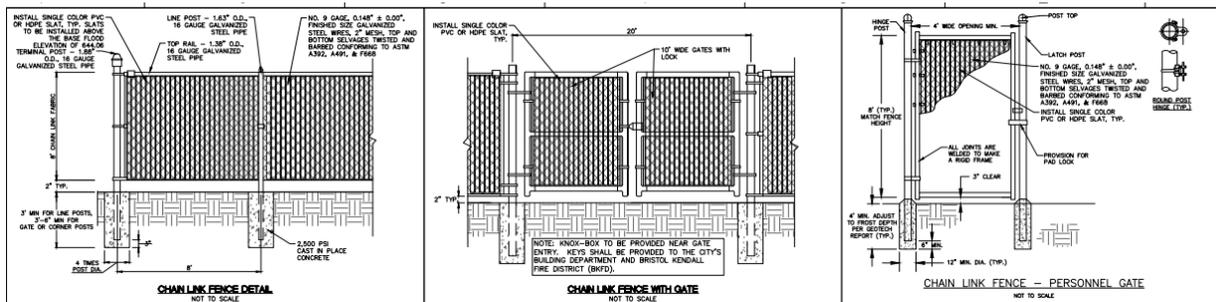
**Glare**

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, shown below, displays viewshed from angles around the solar farm that illustrate how far the panels will be from the public-right-of-way (Corneils Road).



**Fencing**

The petitioner initially proposed an eight (8) foot tall galvanized chain-link fence with slats surrounding approximately 4,157 linear feet of the solar farm, including a 20-foot-wide vehicle access gate. The updated plans now show a revised perimeter of approximately 5,578 linear feet, maintaining the same access gate and the eight (8) foot tall galvanized chain-link fence with slats, 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. A Knox box and keys shall be provided to the City’s Building Department and Bristol Kendall Fire District (BKFD) in the event of an emergency.



**Noise**

The transformer is the greatest source of noise on the property. As the petitioner previously proposed, the transformer was 995.5 feet to the nearest residence located to the south on Corneils. Per the petitioner’s updated exhibit (C-200 F Site Plan Layout), the transformer is 961.7 feet to the nearest residence located to the south on Corneils 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’s updated exhibit (C-500 F Standard Details) indicates signage information. The emergency contact sign (8.5" X 11") appears to be compliant with this regulation.

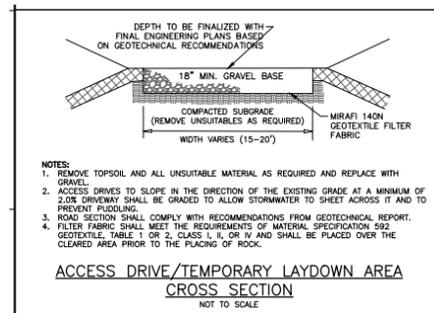
**Utilities and Electric Service Provider**

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. 4) for a wire connection near Corneils Road.

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 01/20/2024.

**Access Road**

The proposed solar farm will utilize the same 20-ft. wide gravel entrance as the recently approved Corneils Road Solar project. Both solar farm access roads are located within the same parcels (#02-08-300-008 and #02-08-300-012). 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. The petitioner’s updated exhibit (C-200 F Site Layout Plan) indicates an HMA parking pad will be provided for off-street parking.



**Landscape Plan**

While landscaping is not required for solar farm uses, the petitioner has provided a landscape mix consistent with IDOT’s class 7 seed mix outside fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels. Review comments have been provided by the consultant, Hey & Associates, on the proposed landscape plan.

**Abandoned Systems**

In the Unified Development Ordinance, Section 10-4-13-A.3 states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner’s expense within 90 days of notice from the City. To ensure compliance, the petitioner has provided a decommission plan narrative and construction estimate of \$319,902.03 at year 25 with a 3% annual inflation rate. Staff recommends a security guarantee

in an amount of 120% of the approved removal cost value and the estimate will meet to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition of the Special Use approval.

In addition to the security guarantee, **staff also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

### **ENGINEERING COMMENTS:**

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated October 15, 2024 and February 27, 2025. **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.

### **STAFF COMMENTS:**

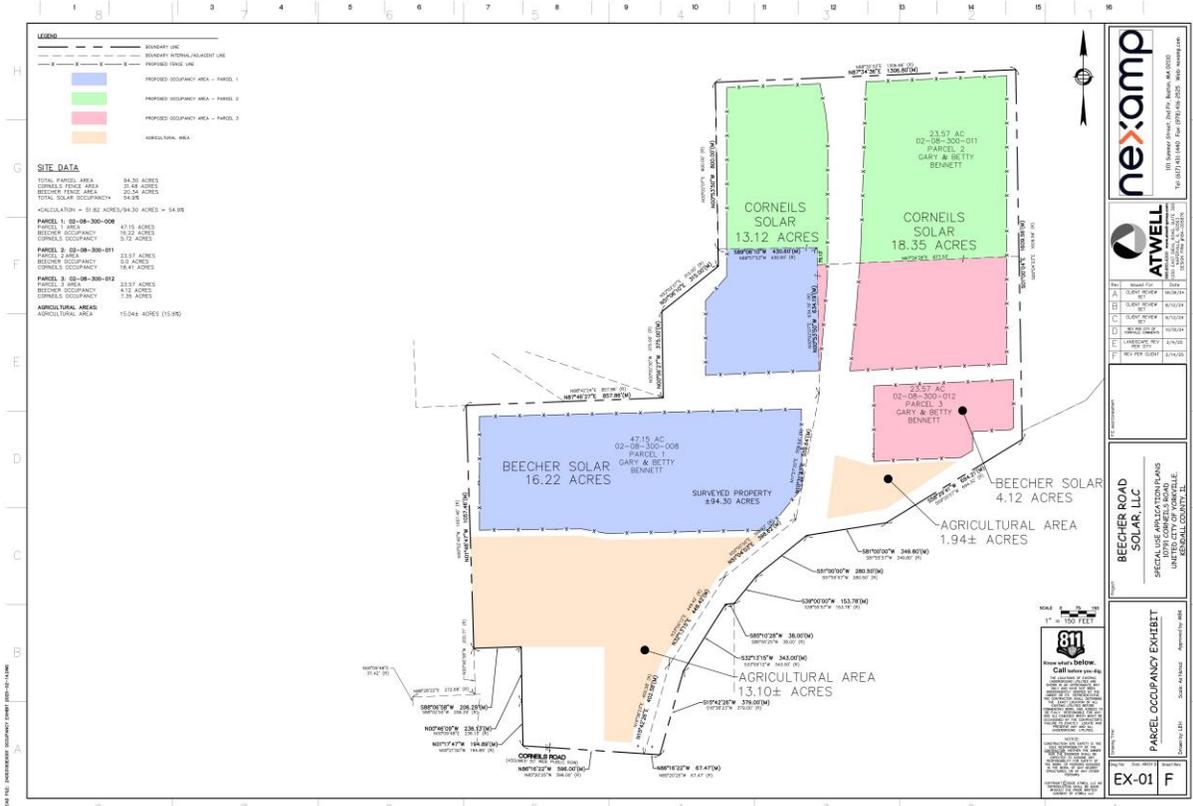
Previously, staff expressed opposition to the proposed expansion of the solar farm beyond the approved Corneils Road Solar project due to the 482-foot setback variance from the nearest solar array to the roadway network. However, with the petitioner's revised plans increasing the setback from Corneils Road to 917.3 feet, staff is now supportive of the proposed solar farm. Additionally, staff supports the petitioner's commitment to raising the slats above the base flood elevation to address concerns about potential obstruction of floodwater flow in the floodway/floodplain. Lastly, the updated plans further improve compliance by increasing the distance of the closest array/module to the nearest residential parcel to the south along Corneils Road from 119.2 feet to 392.8 feet, which staff also supports.

A presentation of the project will be held at the April 8, 2025 City Council meeting and the final vote is scheduled for the April 22, 2025 City Council meeting. Staff and the petitioner are seeking comments from the Planning and Zoning Commission about the proposed solar farm.

### **ECONOMIC DEVELOPMENT COMMITTEE COMMENTS:**

During the January 7, 2025 Economic Development Committee meeting, concerns were raised over whether the proposed chain link fencing with slats could potentially cause any flood-related issues given its location in the floodway/floodplain. The City's engineering consultant, Engineering Enterprises Inc. (EEI), recommended that slats in the chain-link fence only be used on the portion of the fence above the base flood elevation to prevent obstruction in the HEC-RAS model. In response, the petitioner's engineer, confirmed that they will raise the slats above the base flood elevation and update the plans accordingly. **Staff recommends** these become conditions of the Special Use approval.

Concerns were also raised regarding the exact percentage of agricultural use associated with the combined approved Corneils Road Solar and Beecher Road Solar projects. Below is the occupancy exhibit provided by the petitioner, verifying the total acreage occupied by the solar farm across parcels #02-08-300-008, #02-08-300-012, and #02-08-300-011. The exhibit confirms that the combined occupancy of the approved Corneils Road Solar and the proposed Beecher Road Solar projects is 54.9%. However, each individual parcel associated with both solar farm projects does not exceed the maximum lot coverage of 80% for the A-1 Agricultural District for the solar farm use.



**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.
5. 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.
6. 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 (ECR) designation is generally intended for future neighborhood developments that promote flexibility in residential designs, 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 a solar farm is not consistent with the future land use designation in the 2016 Comprehensive Plan, the proposed solar farm is an expansion of the recently approved annexation, rezoning, and special use Corneils Road Solar project. Staff is currently preparing an amendment to the Comprehensive Plan to designate the property as part of the Agricultural Zone (AZ).

### **STAFF RECOMMENDATIONS:**

Staff recommends the following conditions to the special use:

1. A security guarantee in this amount of 120% of the approved removal cost value as presented in a Decommissioning Plan prepared by Atwell, LLC dated 10/31/24. Said estimate will need to be revised every three (3) years. The guarantee must also be in a form acceptable to the City Engineer as a condition off the Special Use approval.
2. 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. Subject to the City Engineer’s review, the chain-link fence slats shall only be used on the portion of the fence above the base flood elevation.
4. Substantial conformance with Special Use Application Plans prepared by Atwell, LLC and submitted by Nexamp last dated February 14, 2025.
5. Compliance with work items listed in the review letter prepared by Engineering Enterprises, Inc. (EEI) dated October 15, 2024 and February 27, 2025.

## **PROPOSED MOTIONS:**

### **SPECIAL USE**

*In consideration of testimony presented during a Public Hearing on March 12, 2025 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 02/14/25 for approximately 20.3 acres located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 2,600 feet east of IL Route 47 (N Bridge Street), subject to staff recommendations in a memo dated February 21, 2025 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 March 12, 2025 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 south property lines setback from 1000 feet to 917.3 feet, subject to... {insert any additional conditions of the Planning and Zoning Commission}...*

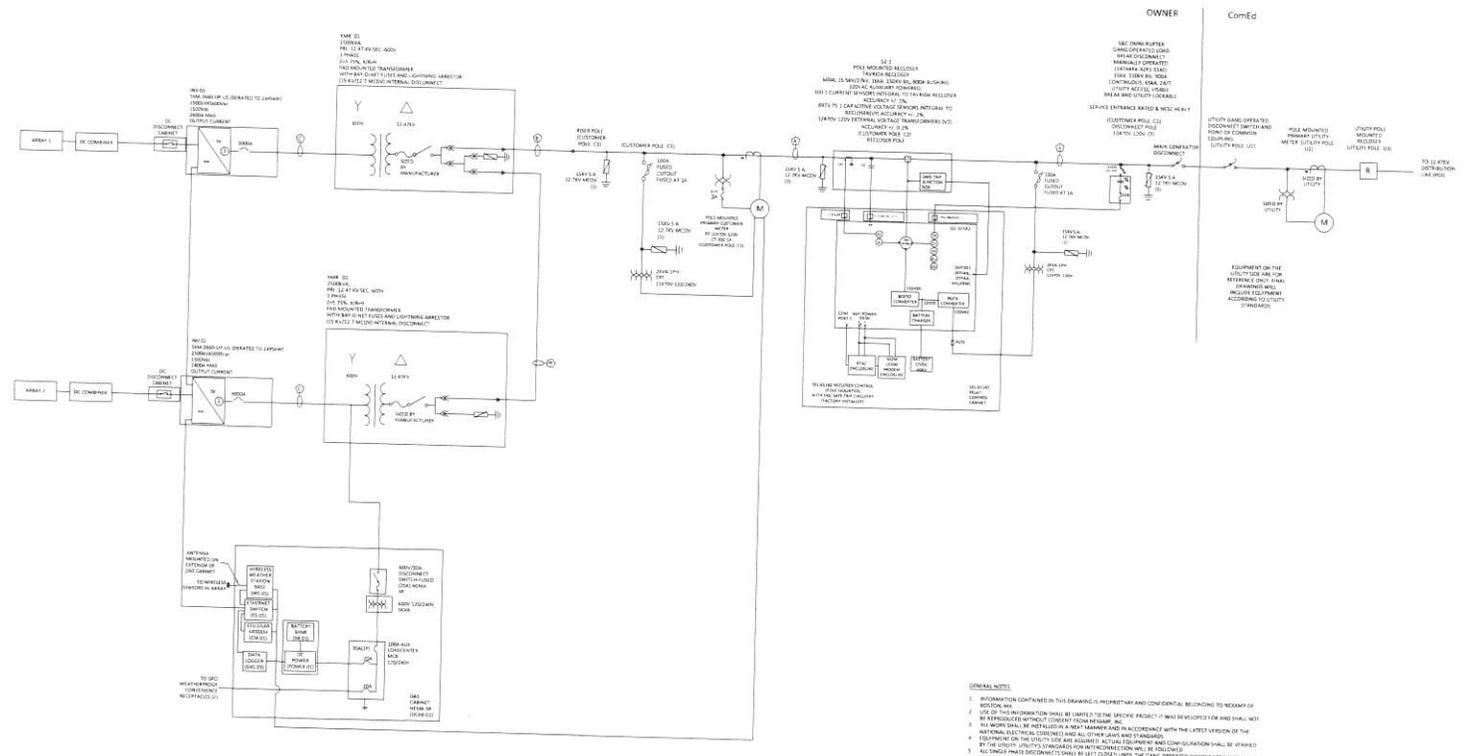
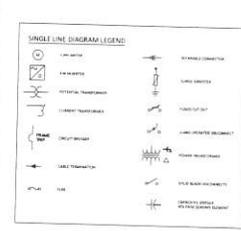
## **ATTACHMENTS:**

- 1) AC Electrical Diagram – dated 01.09.24 by Nexamp
- 2) Bifacial Module – dated 01.09.24 by SMA America, LLC
- 3) Decommissioning Narrative – dated 08.16.24 prepared by Nexamp
- 4) Decommissioning Plan – 10.31.24 by Atwell
- 5) Glare Study 1 (Pv Array 1) – dated 08.13.24 by Forge Solar
- 6) Glare Study 2 (Pv Array 2) – dated 08.13.24 by Forge Solar
- 7) Glare Study 3 (Pv Array 3) – dated 08.13.24 by Forge Solar
- 8) Interconnection Agreement – dated 01.20.24 by ComEd
- 9) Land Title Survey – dated 12.06.23 by Nexamp
- 10) Letter from Daniel Kramer – dated 08.15.24 by Law Offices of Daniel J. Kramer
- 11) Location Map – dated 08.07.24 by Nexamp
- 12) Legal Description – dated 09.13.24 by Atwell
- 13) Occupancy Exhibit – last dated 02.14.25 by Atwell
- 14) Operation and Maintenance Plan – prepared by Nexamp
- 15) Project Narrative – dated 08.16.24 by Nexamp
- 16) Property Owners Within 500 Feet
- 17) Response Letter – dated 10.31.24 by Atwell
- 18) Special Use Application Plans – last dated 02.14.25 by Atwell
- 19) Special Use Application – prepared by Beecher Road Solar, LLC
- 20) Variance Application – prepared by Beecher Road Solar, LLC
- 21) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation – prepared by Natural Resource Services
- 22) Wetland Determination/Delineation – dated 09.1.23
- 23) Public Hearing Notice
- 24) Rendering – dated 01.07.25
- 25) Plan Council Packet (10-24-24)
- 26) EEI Comments – dated 10.15.24
- 27) EEI Comments – dated 02.27.25

CABLE SCHEDULE						
CIRCUIT #	VOLTAJE RATING	CONDUCTOR QUANTITY, SIZE AND MATERIAL	WIRE TYPE	QUANTITY OF CONDUITS	SIZE OF CONDUIT	NOTES
1	120V	10 THHN 3/4" (3/4" MIN. BEND)	THHN 3/4"	1	1"	TO UNIT
2	120V	10 THHN 3/4" (3/4" MIN. BEND)	THHN 3/4"	1	1"	TO UNIT
3	120V	10 THHN 3/4" (3/4" MIN. BEND)	THHN 3/4"	1	1"	TO UNIT

PROTECTIVE RELAY SETTINGS					
INVERTER PROTECTIVE FUNCTIONS	TRIP OUTPUT	VOLTAGE SETTING (SEC) (V)	FREQUENCY SETTING (VFD)	TOTAL CLEARING TIME (SEC) (SEC)	CURRENT SETTING (SEC) (AMP)
27F1 - FAST UNDERVOLTAGE	X	100 (100.00%)	5.0	1.00 (1.00)	100 (100)
27F2 - UNDERVOLTAGE	X	100 (100.00%)	5.0	1.00 (1.00)	100 (100)
27F3 - OVERVOLTAGE	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F4 - FAST OVERVOLTAGE	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F5 - UNDERFREQUENCY	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F6 - FAST UNDERFREQUENCY	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F7 - OVERFREQUENCY	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F8 - FAST OVERFREQUENCY	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F9 - PHASE OVERCURRENT	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F10 - GROUND OVERCURRENT	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F11 - 27F12	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F13 - 27F14	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F15 - 27F16	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F17 - 27F18	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F19 - 27F20	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F21 - 27F22	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F23 - 27F24	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F25 - 27F26	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F27 - 27F28	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F29 - 27F30	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F31 - 27F32	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F33 - 27F34	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F35 - 27F36	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F37 - 27F38	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F39 - 27F40	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F41 - 27F42	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F43 - 27F44	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F45 - 27F46	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F47 - 27F48	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F49 - 27F50	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F51 - 27F52	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F53 - 27F54	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F55 - 27F56	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F57 - 27F58	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F59 - 27F60	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F61 - 27F62	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F63 - 27F64	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F65 - 27F66	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F67 - 27F68	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F69 - 27F70	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F71 - 27F72	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F73 - 27F74	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F75 - 27F76	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F77 - 27F78	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F79 - 27F80	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F81 - 27F82	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F83 - 27F84	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F85 - 27F86	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F87 - 27F88	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F89 - 27F90	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F91 - 27F92	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F93 - 27F94	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F95 - 27F96	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F97 - 27F98	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)
27F99 - 27F100	X	110 (110.00%)	5.0	1.00 (1.00)	100 (100)

INVERTER (INV. 01/INV. 02) PROTECTIVE SETTINGS			
INVERTER PROTECTIVE FUNCTIONS	TRIP POINT (V)	FREQUENCY SETTING (VFD)	TOTAL CLEARING TIME (SEC)
27F1 - FAST UNDERVOLTAGE	100 (100%)	5.0	1.00 (1.00)
27F2 - UNDERVOLTAGE	100 (100%)	5.0	1.00 (1.00)
27F3 - OVERVOLTAGE	110 (110%)	5.0	1.00 (1.00)
27F4 - FAST OVERVOLTAGE	110 (110%)	5.0	1.00 (1.00)
27F5 - UNDERFREQUENCY	110 (110%)	5.0	1.00 (1.00)
27F6 - FAST UNDERFREQUENCY	110 (110%)	5.0	1.00 (1.00)
27F7 - OVERFREQUENCY	110 (110%)	5.0	1.00 (1.00)
27F8 - FAST OVERFREQUENCY	110 (110%)	5.0	1.00 (1.00)
27F9 - PHASE OVERCURRENT	110 (110%)	5.0	1.00 (1.00)
27F10 - GROUND OVERCURRENT	110 (110%)	5.0	1.00 (1.00)
27F11 - 27F12	110 (110%)	5.0	1.00 (1.00)
27F13 - 27F14	110 (110%)	5.0	1.00 (1.00)
27F15 - 27F16	110 (110%)	5.0	1.00 (1.00)
27F17 - 27F18	110 (110%)	5.0	1.00 (1.00)
27F19 - 27F20	110 (110%)	5.0	1.00 (1.00)
27F21 - 27F22	110 (110%)	5.0	1.00 (1.00)
27F23 - 27F24	110 (110%)	5.0	1.00 (1.00)
27F25 - 27F26	110 (110%)	5.0	1.00 (1.00)
27F27 - 27F28	110 (110%)	5.0	1.00 (1.00)
27F29 - 27F30	110 (110%)	5.0	1.00 (1.00)
27F31 - 27F32	110 (110%)	5.0	1.00 (1.00)
27F33 - 27F34	110 (110%)	5.0	1.00 (1.00)
27F35 - 27F36	110 (110%)	5.0	1.00 (1.00)
27F37 - 27F38	110 (110%)	5.0	1.00 (1.00)
27F39 - 27F40	110 (110%)	5.0	1.00 (1.00)
27F41 - 27F42	110 (110%)	5.0	1.00 (1.00)
27F43 - 27F44	110 (110%)	5.0	1.00 (1.00)
27F45 - 27F46	110 (110%)	5.0	1.00 (1.00)
27F47 - 27F48	110 (110%)	5.0	1.00 (1.00)
27F49 - 27F50	110 (110%)	5.0	1.00 (1.00)
27F51 - 27F52	110 (110%)	5.0	1.00 (1.00)
27F53 - 27F54	110 (110%)	5.0	1.00 (1.00)
27F55 - 27F56	110 (110%)	5.0	1.00 (1.00)
27F57 - 27F58	110 (110%)	5.0	1.00 (1.00)
27F59 - 27F60	110 (110%)	5.0	1.00 (1.00)
27F61 - 27F62	110 (110%)	5.0	1.00 (1.00)
27F63 - 27F64	110 (110%)	5.0	1.00 (1.00)
27F65 - 27F66	110 (110%)	5.0	1.00 (1.00)
27F67 - 27F68	110 (110%)	5.0	1.00 (1.00)
27F69 - 27F70	110 (110%)	5.0	1.00 (1.00)
27F71 - 27F72	110 (110%)	5.0	1.00 (1.00)
27F73 - 27F74	110 (110%)	5.0	1.00 (1.00)
27F75 - 27F76	110 (110%)	5.0	1.00 (1.00)
27F77 - 27F78	110 (110%)	5.0	1.00 (1.00)
27F79 - 27F80	110 (110%)	5.0	1.00 (1.00)
27F81 - 27F82	110 (110%)	5.0	1.00 (1.00)
27F83 - 27F84	110 (110%)	5.0	1.00 (1.00)
27F85 - 27F86	110 (110%)	5.0	1.00 (1.00)
27F87 - 27F88	110 (110%)	5.0	1.00 (1.00)
27F89 - 27F90	110 (110%)	5.0	1.00 (1.00)
27F91 - 27F92	110 (110%)	5.0	1.00 (1.00)
27F93 - 27F94	110 (110%)	5.0	1.00 (1.00)
27F95 - 27F96	110 (110%)	5.0	1.00 (1.00)
27F97 - 27F98	110 (110%)	5.0	1.00 (1.00)
27F99 - 27F100	110 (110%)	5.0	1.00 (1.00)



- (GENERAL NOTES)**
1. INFORMATION CONTAINED IN THIS DRAWING IS PROPRIETARY AND CONFIDENTIAL BELONGING TO NEXAMP OF BOSTON, MA.
  2. THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROTECTIVE SETTINGS OF THE INVERTER AND SHALL NOT BE RESPONSIBLE FOR THE PROTECTIVE SETTINGS OF THE GRID.
  3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERSION OF THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
  4. THE EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  5. ALL SINGLE PHASE DISCONNECTS SHALL BE SET TO OPEN THE SINGLE PHASE DISCONNECT SWITCHES AND BE OPENED AND CLOSED TO IT.
  6. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  7. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  8. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  9. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  10. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  11. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  12. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  13. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  14. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  15. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  16. ALL DISCONNECTS SHALL NOT EXCEED 30 FEET IN TOTAL LENGTH.
  17. THE SET OF THE PROJECT'S DRAWINGS IS AS SHOWN.

4 Liberty Square, Boston, MA 02109  
Tel: (617) 451-1440 Fax: (978) 451-2525 Web: nexamp.com

Issued For	U/A
Date Issued	01/29/2024
Rev	A

152392 - Beecher Road Solar

10791 Cornells Road  
P.O. Box 411  
41-69379, 488-16431

AC Electrical Diagram

Scale: N.T.S. Approved by: \_\_\_\_\_

Sheet No: E-601 A

Company Confidential - This drawing is the property of Nexamp, Inc. and is subject to contract documents. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not to be disclosed or used for any purpose other than the project for which they were prepared. All rights reserved.



# 156HC M10 SL Bifacial Module

156 Half-Cut Monocrystalline 565W – 585W

## 21%

Utilizes the latest M10 size super high efficiency Monocrystalline PERC cells. Half cut design further reduces cell to module (CTM) losses.

## Stability & Looks

Enhanced frame design to withstand higher wind, snow, and other mechanical stresses. Framed Glass-Backsheet aesthetic is ideal for high visibility installation.

## Anti-Reflective

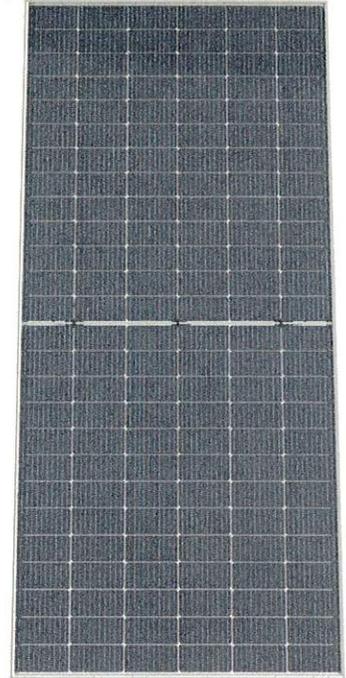
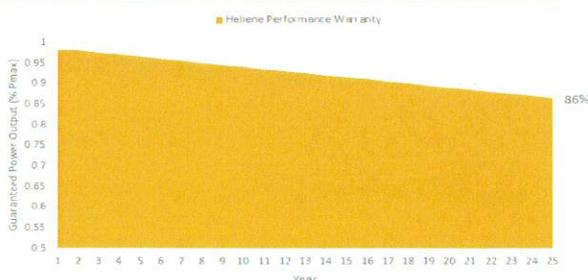
Premium solar glass with anti-reflective coating delivers more energy throughout the day

## High Reliability

Proven resistance to PID and reliable in high temperature and humidity environments.

## No Compromise Guarantee

15 Year Product Warranty  
25 Year Linear Performance Guarantee



Manufactured Using International Quality  
System Standards: ISO9001

Half-Cut Design with Split Junction Box Technology

Bifacial Technology Enabling Additional Energy  
Harvest from Rear Side

2% First Year Degradation & 0.50% Annual Power Degradation

### World-class Quality

- Heliene's fully automated manufacturing facilities with state-of-the-art robotics and computer aided inspection systems ensure the highest level of product quality and consistency
- All manufacturing locations are compliant with international quality standards and are ISO 9001 certified
- Heliene modules have received Top Performer rankings in several categories from PV Evolution Labs (PV EL) independent quality evaluations

### Bankable Reputation

- Established in 2010, Heliene is recognized as highly bankable Tier 1 manufacturer of solar modules and has been approved for use by the U.S. Department of Defense, U.S. Army Corps of Engineers and from numerous top tier utility scale project debt providers
- By investing heavily in research and development, Heliene has been able to stay on the cutting edge of advances in module technology and manufacturing efficiency

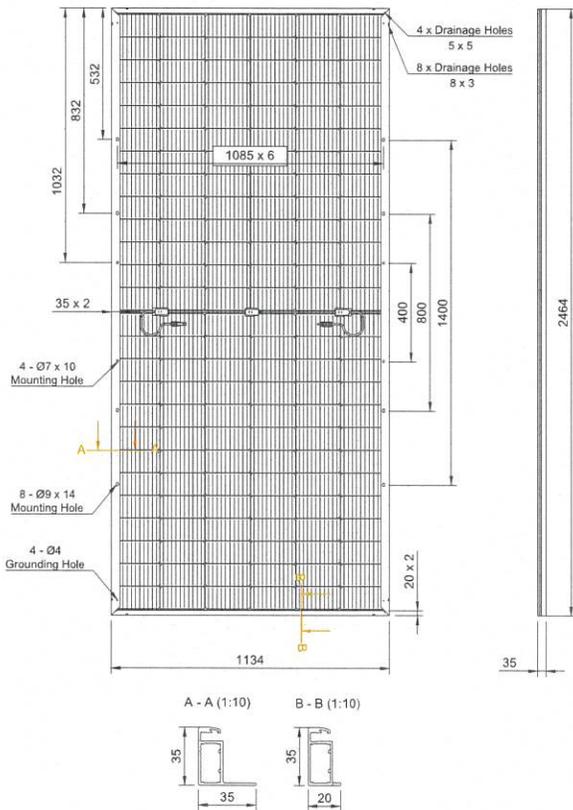
### Local Sales, Service, and Support

- With sales offices across the U.S. and Canada, Heliene prides itself on unsurpassed customer support for our clients. Heliene has become the brand of choice for many of the leading residential installers, developers and Independent Power Producers due to our innovative technology, product customization capability and just in time last-mile logistics support
- Local sales and customer support means answered phone calls and immediate answers to your technical and logistics questions. We understand your project schedules often change with little warning and endeavor to work with you to solve your project management challenges





## Dimensions for 156HC M10 SL Bifacial Series Modules



## Electrical Data (STC)

Peak Rated Power*	$P_{mpp}$ (W)	585	580	575	570	565
Maximum Power Voltage	$V_{mpp}$ (V)	45.85	45.64	45.44	45.23	45.02
Maximum Power Current	$I_{mpp}$ (A)	12.77	12.70	12.64	12.58	12.52
Open Circuit Voltage*	$V_{oc}$ (V)	54.41	54.13	53.86	53.33	52.79
Short Circuit Current**	$I_{sc}$ (A)	13.50	13.44	13.37	13.32	13.28
Module Efficiency	Eff (%)	20.9	20.8	20.6	20.4	20.2
Maximum Series Fuse Rating	MF (A)	30	30	30	30	30
Power Sorting Range		- 0/+3%				
Bifaciality Factor		70 ± 2%				

STC - Standard Test Conditions: Irradiation 1000 W/m<sup>2</sup> - Air mass AM 1.5 - Cell temperature 25 °C.  
 \* $P_{mpp}$  Production Tolerance ± 3%,  $V_{oc}$  Production Tolerance ± 3%, \*\* $I_{sc}$  Production Tolerance ± 4%

## Electrical Data (NMOT)

Maximum Power	$P_{mpp}$ (W)	434	430	426	423	419
Maximum Power Voltage	$V_{mpp}$ (V)	43.28	43.08	42.90	42.70	42.50
Maximum Power Current	$I_{mpp}$ (A)	10.03	9.99	9.95	9.91	9.87
Open Circuit Voltage	$V_{oc}$ (V)	51.36	51.10	50.84	50.34	49.83
Short Circuit Current	$I_{sc}$ (A)	10.87	10.83	10.77	10.73	10.70

NMOT - Nominal Module Operating Temperature:  
 Irradiance at 800W/m<sup>2</sup>, Ambient Temperature 20°C, Wind speed 1m/s

## Mechanical Data

Solar Cells	156 Half Cut, M10, 182mm, PERC Cells
Module Construction	Framed Glass-Backsheet
Dimensions (L x W x D)	2464 x 1134 x 35 mm (97.01 x 44.65 x 1.38 inch)
Weight	31 kg (68.34 lbs)
Frame	Double Webbed 15-Micron Anodized Aluminum Alloy
Glass	3.2mm Low-Iron Content, High-Transmission, PV Solar Glass with Anti Reflective Coating
Junction Box	IP-68 rated with 3 bypass diodes
Output Cables	1.6-meter Symmetrical Cables
Connectors	Multi-Contact/ Stäubli MC4

## Certifications

UL Certification	UL61215, UL61730
------------------	------------------

## Temperature Ratings

Nominal Operating Cell Temperature (NOCT)	+45°C (±2°C)
Temperature Coefficient of $P_{max}$	-0.34%/°C
Temperature Coefficient of $V_{oc}$	-0.25%/°C
Temperature Coefficient of $I_{sc}$	0.052%/°C

## Maximum Ratings

Operational Temperature	-40°C to +85°C
Max System Voltage	1500V
Mech. Load Test (Front)	113 psf / 5400Pa
Mech. Load Test (Back)	50 psf / 2400Pa
Fire Type	Type1
Hail Test	25mm at 23m/s

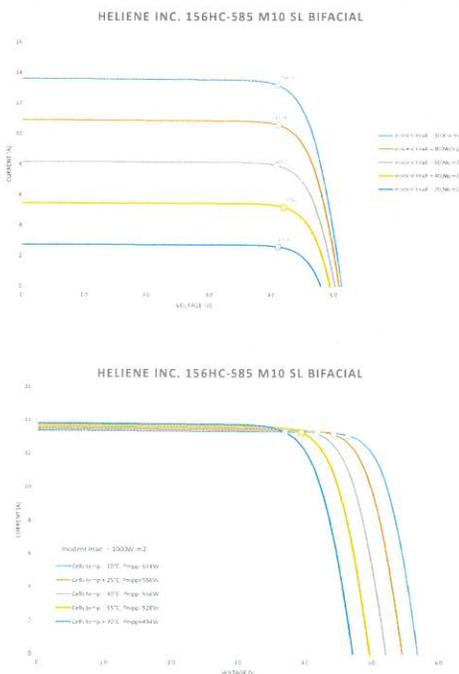
## Packaging Configuration

Modules per Pallet 40' Container:	31 pieces
Modules per 40' Container:	620 pieces
Modules per Pallet 53' Trailer:	28 pieces
Modules per 53' trailer:	588 pieces

## Warranty

15 Year Product Warranty
25 Year Linear Power Guarantee

## I-V Curves for 156HC M10 SL Bifacial Series Modules



January 9, 2024



To whom it may concern

**SMA America, LLC**  
6020 West Oaks Blvd, Ste 300  
Rocklin, CA 95765-3714  
Tel.: +1 916 625 0870  
Fax: +1 916 625 0871

**RE: Nexamp Solar Project**  
**SMA SC2660-UP-US – Inverter Power Limiting**

Dear Sir/Madam,

This letter is to confirm that **(2) SMA SC2660 UP-US** inverter(s) will be output power limited to meet grid requirements. For this project, the output power of the inverters will be limited to 2495kVA and 2495kVA, respectively. The output power limit is only accessible by SMA Service after commissioning.

SMA will submit a letter to the customer stating the inverter power limit by inverter serial number as documented proof that the power limit has been completed. A secondary label will be installed near the inverter label indicating the unit is power limited.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan J. LeBlanc". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ryan J. LeBlanc  
Principal Applications Engineer  
SMA America, LLC  
Rocklin, CA



## BEECHER ROAD SOLAR, LLC - DECOMMISSIONING PLAN

Beecher Road Solar, LLC has prepared this Decommissioning Plan (the "Plan") for its proposed 4.99-Megawatt solar photovoltaic facility (the "Facility") to be constructed along Corneils Road, Yorkville, Illinois. The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. Decommissioning of the Facility shall be completed within six (6) months after operation of the solar facility stops being operational.

### Facility Description

The Facility will consist of a 4.99-megawatt (AC) capacity solar power-generating array secured within a chain link fence surrounding the solar panels and equipment, accessed through a locked, 20-foot wide swing gate at the access road. The access road enters the project area off Corneils Road. The Facility will include the following site features:

- An approximate 25-acre area of photovoltaic (PV) modules, mounting system and associated equipment inside the perimeter fence;
- Driven piles supporting the PV modules;
- One or two transformers (filled with biodegradable mineral oil) and 2 central inverters;
- Perimeter fence with no barbed wire;
- Underground conduit and wires within the system area;
- Electrical interconnection equipment including several above ground poles to connect to the Commonwealth Edison (ComEd) distribution line on Corneils Road;
- A gravel access drive; and
- A metal security gate at the entrance to the array area.

### Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle; and Site Stabilization, as further described below.

#### Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of. All materials associated with the solar farm shall be removed from the site and legally disposed of or recycled.

Following coordination with ComEd regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is

running through them before proceeding. All electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework (tracking system) will be dismantled and recycled. The metal piles will be removed and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

The driveway and all gravel areas will be removed in areas that the landlord does not want drives for farming operations. These areas will be restored to their original condition, which includes, ripping, re-topping with soil, and seeding. Concrete slabs will be crushed and disposed of off-site or recycled (reused off-site). Underground cabling at a depth of five (5) feet or less will be removed and recycled or disposed of. Underground cabling installed at a depth greater than five feet may be abandoned in place or removed. For the purposes of this estimate, removal of underground cabling is assumed.

Aboveground utility poles owned by Beecher Road Solar, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned (ComEd) connections. Coordination with ComEd personnel will be conducted to facilitate ComEd removal of any utility-owned equipment, poles, and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

#### Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic panels that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.

- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.

#### Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with an appropriate ground treatment approved by the United City of Yorkville.

#### **Permitting Requirements**

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

**Table 1. Current Permitting Requirements for Decommissioning**

Permit	Agency	Threshold/Trigger
Building Permit	United City of Yorkville	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building.
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than one acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Agricultural Impact Mitigation Agreement (AIMA)	Illinois Department of Agriculture (IDOA)	Illinois requirement that an AIMA be entered into between owner of a solar facility on agricultural land and the IDOA.

The decommissioning process is estimated to take approximately six to eight (6-10) weeks and is intended to occur outside of the winter season.

### **Decommissioning Cost Estimate and Surety Proposal**

Consistent with the requirements of the Illinois Agricultural Impact Mitigation Agreement, Beecher Road Solar, LLC proposes to provide a decommissioning surety fund to be held by the United City of Yorkville (City) and co-owned with Beecher Road Solar, LLC. The fund will provide the requisite capital for solar project decommissioning in the unlikely event that Beecher Road Solar, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Before the issuance of a Building Permit by the City, Beecher Road Solar, LLC will submit an Engineer's Opinion of Probable Cost (EOPC) to decommissioning the facility. Beecher Road Solar, LLC will then obtain a bond to be held by the City with the bond value based on the percentage of the EOPC as required by the Agricultural Impact Mitigation Agreement.

Once the decommissioning is complete, and after the City's inspection that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.



**Atwell, L.L.C.**  
**1250 East Diehl Road, Suite 300**  
**(630) 577-0800**

**Project** Beecher Solar  
**Location** United City of Yorkville  
**Site:** 4.99 MWAC  
**Parcel ID:** 02-08-300-008  
**Date** 10/31/2024

**Engineer's Opinion of Probable Decommissioning Cost for Beecher Solar During First 5 Years of Operation**

	Estimated Quantity	Unit	Unit Cost	Removal Cost
<b><u>Erosion Control/Contractor Fees</u></b>				
Mobilization	1	LUMP SUM	\$7,500.00	\$7,500.00
Electrical Disconnect	1	EACH	\$750.00	\$750.00
Permitting (NPDES)	1	LUMP SUM	\$750.00	\$750.00
Silt Fence	1,607	LF	\$3.00	\$4,821.00
Seeding	32	ACRES	\$1,000.00	\$31,800.00
Sub-Total				\$45,621.00
<b><u>Site Demolition</u></b>				
Remove Existing Fence (8' Chainlink Fence)	4,157	LF	\$3.85	\$16,004.45
Remove Existing Asphalt Parking Pad	474	SY	\$5.00	\$2,370.00
Haul off for Existing Asphalt Parking Pad	474	SY	\$10.00	\$4,740.00
Remove Existing Gravel Entrance (12" depth)	1,709	CY	\$4.00	\$6,836.00
Haul off for Existing Gravel Entrance (12" depth)	1,709	CY	\$10.00	\$17,090.00
Sub-Total				\$47,040.45
<b><u>Racking and Module Removal</u></b>				
Pile Removal	862	EACH	\$8.00	\$6,896.00
Assembly Removal	121	EACH	\$60.00	\$7,260.00
PV Module Removal	11,616	EACH	\$1.25	\$14,520.00
PV Module Haul Off	372	TON	\$45.00	\$16,727.04
Sub-Total				\$45,403.04
<b><u>Wiring Removal</u></b>				
Underground MV Wire	1,873	LF	\$2.00	\$3,746.00
Utility Pole Removal	7	EACH	\$750.00	\$5,250.00
Above Ground MV Wire	365	LF	\$0.10	\$36.50
Combiner Box Removal	28	EACH	\$80.00	\$2,240.00
Sub-Total				\$11,272.50
<b><u>Power Conditioning Equipment Removal</u></b>				
PCU Station (inverters, etc.)	1	EACH	\$400.00	\$400.00
Scada Equipment	1	EACH	\$500.00	\$500.00
Transformer	1	EACH	\$1,800.00	\$1,800.00
Sub-Total				\$2,700.00
<b><u>Equipment Pad Removal</u></b>				
Remove Pad	1	EACH	\$750.00	\$750.00
Sub-Total				\$750.00
<b>Decommissioning Total (Present Value)</b>				<b>\$152,786.99</b>
<b>Decommissioning Total (3% Inflation over 25 Years)</b>				<b>\$319,902.03</b>

**Assumptions:**

1. Cost Estimate based on 5-year projections. Estimate to be redone in 5-years based on new fees at that time.
2. Cost Estimate is based on the Special Use Plans prepared by **Atwell, LLC** dated 10/30/2024.
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.**



PRICING

TOOLS & SERVICES ▾

PROJECTS

ForgeSolar

# 152392 - Beecher Road Solar

## 152392 - Beecher Road Solar - Pv Array 1

Created Aug 12, 2024  
Updated Aug 13, 2024  
Time-step 1 minute  
Timezone offset UTC-5  
Minimum sun altitude 0.0 deg  
Site ID 126647.21664

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

PV Analysis Methodology: Version 2  
Enhanced subtended angle calculation: On

## Summary of Results No glare predicted!

<b>PV Name</b>	<b>Tilt</b> <b>deg</b>	<b>Orientation</b> <b>deg</b>	<b>"Green" Glare</b> <b>min</b>	<b>"Yellow" Glare</b> <b>min</b>	<b>Energy Produced</b> <b>kWh</b>
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: 52.0 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	41.694148	-88.466774	647.19	6.20	653.39
2	41.694196	-88.461582	641.28	6.20	647.48
3	41.693491	-88.461560	640.00	6.20	646.20
4	41.693507	-88.466753	647.62	6.20	653.82



### Route Receptor(s)

Name: Car  
 Route type: Two-way  
 View angle: 50.0 deg



Vertex	Latitude deg	Longitude deg	Ground elevation ft	Height above ground ft	Total elevation ft
1	41.694617	-88.462995	642.89	3.00	645.89
2	41.694617	-88.461364	639.79	3.00	642.79
3	41.694473	-88.461107	641.54	3.00	644.54
4	41.693111	-88.461343	641.69	3.00	644.69
5	41.692390	-88.462501	641.34	3.00	644.34
6	41.691413	-88.463424	640.97	3.00	643.97
7	41.691381	-88.465205	645.58	3.00	648.58
8	41.690323	-88.465355	653.64	3.00	656.64
9	41.690403	-88.467952	654.95	3.00	657.95
10	41.690259	-88.463960	643.70	3.00	646.70
11	41.691381	-88.463403	641.28	3.00	644.28
12	41.692406	-88.462458	641.48	3.00	644.48
13	41.693127	-88.461343	641.62	3.00	644.62
14	41.694478	-88.461096	641.68	3.00	644.68
15	41.694630	-88.461359	639.63	3.00	642.63
16	41.694617	-88.462995	642.89	3.00	645.89

8/13/24, 6:52 PM

152392 - Beecher Road Solar - Pv Array 1 Site Config | ForgeSolar

Name: 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	41.694649	-88.463070	643.73	7.00	650.73
2	41.694681	-88.461353	639.17	7.00	646.17
3	41.694457	-88.461096	641.75	7.00	648.75
4	41.693127	-88.461353	641.46	7.00	648.46
5	41.692422	-88.462491	641.11	7.00	648.11
6	41.691413	-88.463392	641.20	7.00	648.20
7	41.691413	-88.465216	645.37	7.00	652.37
8	41.690339	-88.465344	653.58	7.00	660.58
9	41.690435	-88.468048	654.20	7.00	661.20
10	41.690259	-88.464057	643.76	7.00	650.76
11	41.691413	-88.463413	641.05	7.00	648.05
12	41.692406	-88.462555	640.92	7.00	647.92
13	41.693159	-88.461268	639.13	7.00	646.13
14	41.694473	-88.461074	639.43	7.00	646.43
15	41.694633	-88.461375	639.59	7.00	646.59
16	41.694649	-88.463070	643.73	7.00	650.73

## Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	41.691893	-88.461268	648.85		
OP 2	41.691990	-88.461074	642.39	6.00	654.85
OP 3	41.691153	-88.466382	652.26	20.00	662.39
OP 4	41.691233	-88.466586	651.29	6.00	658.26
OP 5	41.691177	-88.464912	646.31	20.00	671.29
OP 6	41.691089	-88.464976	646.55	6.00	652.31
OP 7	41.691196	-88.465706	649.08	20.00	666.55
OP 8	41.691196	-88.465556	648.36	6.00	655.08
OP 9	41.690638	-88.465669	655.24	20.00	668.36
OP 10	41.690642	-88.465583	655.00	6.00	661.24
OP 11	41.690652	-88.466892	655.38	20.00	675.00
OP 12	41.690652	-88.466806	655.45	6.00	661.38
OP 13	41.690821	-88.466160	654.62	20.00	675.45
OP 14	41.690827	-88.466232	654.31	6.00	660.62
OP 15	41.690851	-88.467313	653.40	20.00	674.31
OP 16	41.690853	-88.467244	653.31	6.00	659.40
OP 17	41.690752	-88.463125	642.82	20.00	673.31
OP 18	41.690752	-88.462953	642.62	6.00	648.82
				20.00	662.62

### Obstruction Components

Name: Obstruction 10  
Upper edge height: 50.0 ft



Name: Obstruction 2  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.693104	-88.460069	640.86
2	41.692944	-88.461335	639.50
3	41.692118	-88.462644	636.52
4	41.691381	-88.463287	636.76
5	41.690340	-88.463792	639.94
6	41.691333	-88.463298	635.18
7	41.692126	-88.462644	637.45
8	41.692960	-88.461346	641.33
9	41.693104	-88.460069	640.86

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.691545	-88.466779	652.08
2	41.691097	-88.466795	651.75
3	41.691545	-88.466779	652.08

Name: Obstruction 3  
Upper edge height: 60.0 ft



Name: Obstruction 4  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.465529	650.48
2	41.690916	-88.465347	649.82
3	41.690920	-88.465529	650.48

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466463	652.74
2	41.690920	-88.466307	652.96
3	41.690920	-88.466463	652.74

Name: Obstruction 5  
Upper edge height: 60.0 ft



Name: Obstruction 6  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466087	652.81
2	41.690920	-88.465889	652.20
3	41.690920	-88.466087	652.81

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690812	-88.465604	652.92
2	41.690812	-88.465808	653.58
3	41.690660	-88.465873	654.73
4	41.690524	-88.466098	655.45
5	41.690668	-88.465862	654.66
6	41.690816	-88.465814	653.45
7	41.690812	-88.465604	652.92

Name: Obstruction 7  
Upper edge height: 60.0 ft



Name: Obstruction 8  
Upper edge height: 30.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690808	-88.467165	653.51
2	41.690608	-88.467176	654.37
3	41.690808	-88.467165	653.51

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690844	-88.466570	653.66
2	41.690424	-88.466575	656.21
3	41.690844	-88.466570	653.66

Name: Obstruction 9  
Upper edge height: 30.0 ft



Name: Tree  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690776	-88.464821	646.37
2	41.690500	-88.464751	647.21
3	41.690776	-88.464821	646.37

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.694366	-88.467598	649.23
2	41.694414	-88.465195	647.56
3	41.694254	-88.464369	649.75
4	41.694430	-88.465206	646.87
5	41.694366	-88.467598	649.23

## 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
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
Route: Car	0	0
Route: 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 automatically 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.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.



PRICING

TOOLS & SERVICES ▾

PROJECTS

ForgeSolar

# 152392 - Beecher Road Solar

## 152392 - Beecher Road Solar - Pv Array 2

Created Aug 12, 2024  
Updated Aug 13, 2024  
Time-step 1 minute  
Timezone offset UTC-5  
Minimum sun altitude 0.0 deg  
Site ID 126653.21664

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

PV Analysis Methodology: Version 2  
Enhanced subtended angle calculation: On

## Summary of Results No glare predicted!

<b>PV Name</b>	<b>Tilt</b>	<b>Orientation</b>	<b>"Green" Glare</b>	<b>"Yellow" Glare</b>	<b>Energy Produced</b>
	<b>deg</b>	<b>deg</b>	<b>min</b>	<b>min</b>	<b>kWh</b>
PV array 2	SA tracking	SA tracking	0	0	-

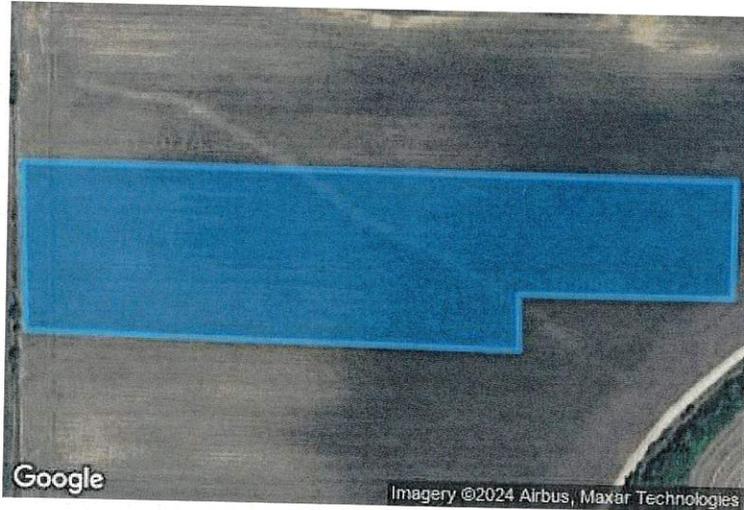
# Component Data

## PV Array(s)

Total PV footprint area: 8.0 acres

Name: PV array 2  
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: 52.0 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	41.693510	-88.466785	647.98	6.20	654.18
2	41.693486	-88.462129	640.75	6.20	646.95
3	41.692917	-88.462140	640.32	6.20	646.52
4	41.692917	-88.463545	641.33	6.20	647.53
5	41.692645	-88.463535	640.90	6.20	647.10
6	41.692693	-88.466742	649.59	6.20	655.79







## Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	41.691893	-88.461268	648.85	6.00	654.85
OP 2	41.691990	-88.461074	642.39	20.00	662.39
OP 3	41.691153	-88.466382	652.26	6.00	658.26
OP 4	41.691233	-88.466586	651.29	20.00	671.29
OP 5	41.691177	-88.464912	646.31	6.00	652.31
OP 6	41.691089	-88.464976	646.55	20.00	666.55
OP 7	41.691196	-88.465706	649.08	6.00	655.08
OP 8	41.691196	-88.465556	648.36	20.00	668.36
OP 9	41.690638	-88.465669	655.24	6.00	661.24
OP 10	41.690642	-88.465583	655.00	20.00	675.00
OP 11	41.690652	-88.466892	655.38	6.00	661.38
OP 12	41.690652	-88.466806	655.45	20.00	675.45
OP 13	41.690821	-88.466160	654.62	6.00	660.62
OP 14	41.690827	-88.466232	654.31	20.00	674.31
OP 15	41.690851	-88.467313	653.40	6.00	659.40
OP 16	41.690853	-88.467244	653.31	20.00	673.31
OP 17	41.690752	-88.463125	642.82	6.00	648.82
OP 18	41.690752	-88.462953	642.62	20.00	662.62

### Obstruction Components

Name: Obstruction 10  
Upper edge height: 50.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.693104	-88.460069	640.86
2	41.692944	-88.461335	639.50
3	41.692118	-88.462644	636.52
4	41.691381	-88.463287	636.76
5	41.690340	-88.463792	639.94
6	41.691333	-88.463298	635.18
7	41.692126	-88.462644	637.45
8	41.692960	-88.461346	641.33
9	41.693104	-88.460069	640.86

Name: Obstruction 2  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.691545	-88.466779	652.08
2	41.691097	-88.466795	651.75
3	41.691545	-88.466779	652.08

Name: Obstruction 3  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.465529	650.48
2	41.690916	-88.465347	649.82
3	41.690920	-88.465529	650.48

Name: Obstruction 4  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466463	652.74
2	41.690920	-88.466307	652.96
3	41.690920	-88.466463	652.74

Name: Obstruction 5  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466087	652.81
2	41.690920	-88.465889	652.20
3	41.690920	-88.466087	652.81

Name: Obstruction 6  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690812	-88.465604	652.92
2	41.690812	-88.465808	653.58
3	41.690660	-88.465873	654.73
4	41.690524	-88.466098	655.45
5	41.690668	-88.465862	654.66
6	41.690816	-88.465814	653.45
7	41.690812	-88.465604	652.92

8/13/24, 6:40 PM

152392 - Beecher Road Solar - Pv Array 2 Site Config | ForgeSolar

Name: Obstruction 7  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690808	-88.467165	653.51
2	41.690608	-88.467176	654.37
3	41.690808	-88.467165	653.51

Name: Obstruction 8  
Upper edge height: 30.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690844	-88.466570	653.66
2	41.690424	-88.466575	656.21
3	41.690844	-88.466570	653.66

Name: Obstruction 9  
Upper edge height: 30.0 ft



Name: Tree  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690776	-88.464821	646.37
2	41.690500	-88.464751	647.21
3	41.690776	-88.464821	646.37

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.694366	-88.467598	649.23
2	41.694414	-88.465195	647.56
3	41.694254	-88.464369	649.75
4	41.694430	-88.465206	646.87
5	41.694366	-88.467598	649.23

## Summary of PV Glare Analysis

*PV configuration and total predicted glare*

PV Name	Tilt deg	Orientation deg	"Green" Glare min	"Yellow" Glare min	Energy Produced kWh	Data File
PV array 2	SA tracking	SA tracking	0	0	-	-

## PV & Receptor Analysis Results

*Results for each PV array and receptor*

PV array 2 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
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
Route: Car	0	0
Route: 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 automatically 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.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.



PRICING

TOOLS & SERVICES ▾

PROJECTS

HELP

# 152392 - Beecher Road Solar

## 152392 - Beecher Road Solar - Pv Array 3

Created Aug 12, 2024  
Updated Aug 13, 2024  
Time-step 1 minute  
Timezone offset UTC-5  
Minimum sun altitude 0.0 deg  
Site ID 126655.21664

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

PV Analysis Methodology: **Version 2**  
Enhanced subtended angle calculation: **On**

## Summary of Results No glare predicted!

<b>PV Name</b>	<b>Tilt</b>	<b>Orientation</b>	<b>"Green" Glare</b>	<b>"Yellow" Glare</b>	<b>Energy Produced</b>
	<b>deg</b>	<b>deg</b>	<b>min</b>	<b>min</b>	<b>kWh</b>
PV array 3	SA tracking	SA tracking	0	0	-

## Component Data

### PV Array(s)

Total PV footprint area: 6.3 acres

Name: PV array 3  
Footprint area: 6.3 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: 52.0 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	41.692715	-88.466767	650.17	6.20	656.37
2	41.692659	-88.463935	641.26	6.20	647.46
3	41.691710	-88.463886	640.71	6.20	646.91
4	41.691726	-88.466730	651.65	6.20	657.85





Name: Truck  
 Route type Two-way  
 View angle: 50.0 deg



Vertex	Latitude deg	Longitude deg	Ground elevation ft	Height above ground ft	Total elevation ft
1	41.694649	-88.463070	643.73	7.00	650.73
2	41.694681	-88.461353	639.17	7.00	646.17
3	41.694457	-88.461096	641.75	7.00	648.75
4	41.693127	-88.461353	641.46	7.00	648.46
5	41.692422	-88.462491	641.11	7.00	648.11
6	41.691413	-88.463392	641.20	7.00	648.20
7	41.691413	-88.465216	645.37	7.00	652.37
8	41.690339	-88.465344	653.58	7.00	660.58
9	41.690435	-88.468048	654.20	7.00	661.20
10	41.690259	-88.464057	643.76	7.00	650.76
11	41.691413	-88.463413	641.05	7.00	648.05
12	41.692406	-88.462555	640.92	7.00	647.92
13	41.693159	-88.461268	639.13	7.00	646.13
14	41.694473	-88.461074	639.43	7.00	646.43
15	41.694633	-88.461375	639.59	7.00	646.59
16	41.694649	-88.463070	643.73	7.00	650.73

### Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	41.691893	-88.461268	648.85	6.00	654.85
OP 2	41.691990	-88.461074	642.39	20.00	662.39
OP 3	41.691153	-88.466382	652.26	6.00	658.26
OP 4	41.691233	-88.466586	651.29	20.00	671.29
OP 5	41.691177	-88.464912	646.31	6.00	652.31
OP 6	41.691089	-88.464976	646.55	20.00	666.55
OP 7	41.691196	-88.465706	649.08	6.00	655.08
OP 8	41.691196	-88.465556	648.36	20.00	668.36
OP 9	41.690638	-88.465669	655.24	6.00	661.24
OP 10	41.690642	-88.465583	655.00	20.00	675.00
OP 11	41.690652	-88.466892	655.38	6.00	661.38
OP 12	41.690652	-88.466806	655.45	20.00	675.45
OP 13	41.690821	-88.466160	654.62	6.00	660.62
OP 14	41.690827	-88.466232	654.31	20.00	674.31
OP 15	41.690851	-88.467313	653.40	6.00	659.40
OP 16	41.690853	-88.467244	653.31	20.00	673.31
OP 17	41.690752	-88.463125	642.82	6.00	648.82
OP 18	41.690752	-88.462953	642.62	20.00	662.62

### Obstruction Components

Name: Obstruction 10  
Upper edge height: 50.0 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	41.693104	-88.460069	640.86
2	41.692944	-88.461335	639.50
3	41.692118	-88.462644	636.52
4	41.691381	-88.463287	636.76
5	41.690340	-88.463792	639.94
6	41.691333	-88.463298	635.18
7	41.692126	-88.462644	637.45
8	41.692960	-88.461346	641.33
9	41.693104	-88.460069	640.86

Name: Obstruction 2  
Upper edge height: 60.0 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	41.691545	-88.466779	652.08
2	41.691097	-88.466795	651.75
3	41.691545	-88.466779	652.08

Name: Obstruction 3  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.465529	650.48
2	41.690916	-88.465347	649.82
3	41.690920	-88.465529	650.48

Name: Obstruction 4  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466463	652.74
2	41.690920	-88.466307	652.96
3	41.690920	-88.466463	652.74

Name: Obstruction 5  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690920	-88.466087	652.81
2	41.690920	-88.465889	652.20
3	41.690920	-88.466087	652.81

Name: Obstruction 6  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690812	-88.465604	652.92
2	41.690812	-88.465808	653.58
3	41.690660	-88.465873	654.73
4	41.690524	-88.466098	655.45
5	41.690668	-88.465862	654.66
6	41.690816	-88.465814	653.45
7	41.690812	-88.465604	652.92

Name: Obstruction 7  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690808	-88.467165	653.51
2	41.690608	-88.467176	654.37
3	41.690808	-88.467165	653.51

Name: Obstruction 8  
Upper edge height: 30.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690844	-88.466570	653.66
2	41.690424	-88.466575	656.21
3	41.690844	-88.466570	653.66

Name: Obstruction 9  
Upper edge height: 30.0 ft



Name: Tree  
Upper edge height: 60.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.690776	-88.464821	646.37
2	41.690500	-88.464751	647.21
3	41.690776	-88.464821	646.37

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.694366	-88.467598	649.23
2	41.694414	-88.465195	647.56
3	41.694254	-88.464369	649.75
4	41.694430	-88.465206	646.87
5	41.694366	-88.467598	649.23

## 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 3	SA tracking	SA tracking	0	0	-	-

## PV & Receptor Analysis Results

*Results for each PV array and receptor*

PV array 3 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
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
Route: Car	0	0
Route: 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 automatically 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.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.

**Section 466.APPENDIX D Levels 1 to 4 Contract****STANDARD AGREEMENT FOR INTERCONNECTION  
OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A  
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Nexamp Solar, LLC ("interconnection customer"), as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and Commonwealth Edison Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

**Recitals:**

**Whereas**, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 1/20/2024; and

**Whereas**, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

**Whereas**, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

**Now, therefore**, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

**Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
- 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.
- 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
- 1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations  
Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering  
The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

## 1.9 Reactive Power

- 1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.
- 1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.

## 1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

## **Article 2. Inspection, Testing, Authorization, and Right of Access**

### **2.1 Equipment Testing and Inspection**

The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection

customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.

## 2.2 Commercial Operation

The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

## 2.3 Right of Access

The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

### **Article 3. Effective Date, Term, Termination, and Disconnection**

#### 3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

#### 3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

#### 3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

### 3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.
- 3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

#### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

##### 4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

##### 4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose DER facility caused the need for the distribution upgrades.

## **Article 5. Billing, Payment, Milestones, and Financial Security**

- 5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)
- 5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.
- 5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.
- 5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.
- 5.2 Interconnection Customer Deposit  
Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-

upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

## **Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default**

### 6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

### 6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

### 6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.

#### 6.4 Force Majeure

- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
- 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

## 6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

## **Article 7. Insurance**

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

## **Article 8. Dispute Resolution**

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.
- 8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.
- 8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.
- 8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

- 8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.
- 8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

#### **Article 9. Miscellaneous**

- 9.1 **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.
- 9.2 **Amendment**  
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3 **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 9.4 **Waiver**
- 9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 9.4.2 Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the

rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish

to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

**Article 10. Notices****10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Interconnection Customer:**

Interconnection

Customer: Nexamp Solar, LLC

Attention: \_\_\_\_\_

Address: 101 Summer St., 2nd FlCity: Boston State: Massachusetts Zip: 02110Phone: 617-431-1440 Fax: \_\_\_\_\_ E-Mail: interconnections@nexamp.com**If to EDC:**EDC: Commonwealth Edison CompanyAttention: DER InterconnectionAddress: 2 Lincoln CenterCity: Oakbrook Terrace State: IL Zip: 60181Phone: 630-576-8158 E-Mail: interconnect@comed.com**Alternative Forms of Notice**

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

**10.2 Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

**If to Interconnection Customer**

Interconnection

Customer: Nexamp Solar, LLC

Attention: \_\_\_\_\_

Address: 101 Summer St., 2nd FlCity: Boston State: Massachusetts Zip: 02110Phone 617-431-1440 Fax \_\_\_\_\_ Email interconnections@nexamp.com

**If to EDC:**

EDC: Commonwealth Edison  
 Attention: DER Interconnection  
 Address: 2 Lincoln Center  
 City: Oakbrook Terrace State: IL Zip: 60181  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**10.3 Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

**Interconnection Customer's Operating Representative:** \_\_\_\_\_

Attention: | \_\_\_\_\_  
 Address: | \_\_\_\_\_  
 City: | \_\_\_\_\_ State: | \_\_\_\_\_ Zip: | \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**EDC's Operating Representative:**

Commonwealth Edison Company  
 Attention: Customer Operations  
 Address: ComEd - 2 Lincoln Center – Call Center  
 City: Oakbrook State: IL Zip: 60181  
 Phone 1-800-334-7661 Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**10.4 Changes to the Notice Information**

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

**Article 11. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: 152392 Beecher Road Solar

**For the Interconnection Customer:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For EDC:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1

### Definitions

**Adverse system impact** – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

**Applicable laws and regulations** – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

**Commissioning test** – Tests applied to a energy resources facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified by IEEE Standard 1547 Section 5.4 "Commissioning tests."

**Distributed energy resources (DER) facility** – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A DER facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

**Distribution upgrades** – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a DER facility. Distribution upgrades do not include interconnection facilities.

**Electric distribution company or EDC** – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

**Electric distribution system** – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

**Facilities study** – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

**Force majeure event** – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

**Governmental authority** – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

**IEEE Standard 1547** – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

**IEEE Standard 1547.1** – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

**Illinois standard distributed energy resources Interconnection Rules** – The most current version of the procedures for interconnecting distributed energy resources facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466

**Interconnection agreement or Agreement** – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the DER facility to the EDC's electric distribution system and the ongoing operation of the DER facility after it is connected to the EDC's electric distribution system.

**Interconnection customer** – The entity entering into this Agreement for the purpose of interconnecting a DER facility to the EDC's electric distribution system.

**Interconnection equipment** – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

**Interconnection facilities** – Facilities and equipment required by the EDC to accommodate the interconnection of a DER facility. Collectively, interconnection facilities include all facilities, and equipment between the DER facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the DER facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

**Interconnection request** – An interconnection customer's request, on the required form, for the interconnection of a new DER facility, or to increase the capacity or change the operating

characteristics of an existing DER facility that is interconnected with the EDC's electric distribution system.

**Interconnection study** – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

**Load customer** – An EDC customer whose primary business classification is not the production of electricity.

**Parallel operation or Parallel** – The state of operation that occurs when a DER facility is connected electrically to the electric distribution system.

**Point of interconnection** – The point where the DER facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

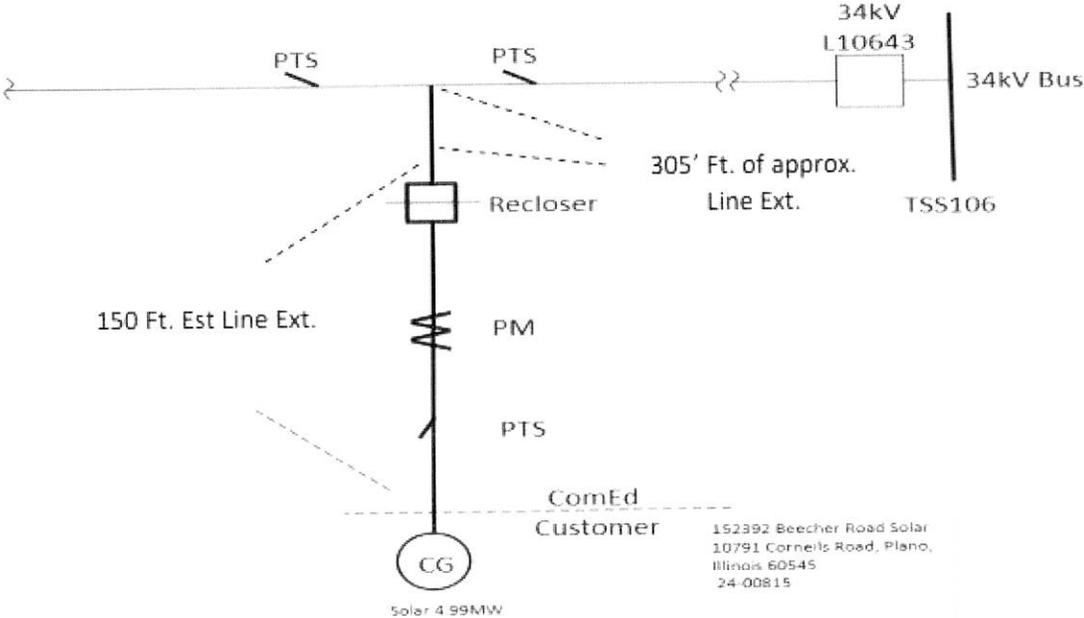
**Witness test** – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

- 1. The construction schedule for the DER facility.  
The proposed construction schedule for the DER facility is identified in Attachment 3, Schedule for Customer Work.
- 2. A one-line diagram indicating the DER facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
- 3. Component specifications for equipment identified in the one-line diagram.
- 4. Component settings.
- 5. Proposed sequence of operations.
- 6. A three line diagram showing current potential circuits for protective relays.
- 7. Relay tripping and control schematic diagram.





- 4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below\*.

Cost Summary	
[REDACTED]	[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>
Deed, Plat of Survey and Demarcation Approval*:	<b>Day 0 -90</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>

*\*Deed and plat of survey need to be provided within 1 month of Project Authorization to start a site walkdown. The demarcation drawing will be issued by the EDC after the site walkdown and needs to be approved by the customer.*

#### Schedule for Customer Work per Attachment 2, Step 1:

Schedule for Customer Work		
Milestone	Description	Schedule (on/before)
2.1	Submittal of remainder of 100% deposit date	
2.1A	Submittal of deed, plat of survey and demarcation approval	
2.2	Begin construction date*	
2.3	Generator step-up transformers receive back feed power date	
2.4	Generating Test Date	
2.5	Desired In-Service Date	

*\*Construction date means customer has issued a notice to proceed to any contractor performing substantial work at the site AND physical activity has occurred at the site, such as grading, earthwork, equipment installation, or other civil works, signaling construction has begun.*

*EDC/ComEd requires a schedule amendment to be reviewed for any change in milestone >90 calendar days.*

6. Contingency Projects – Any contingencies noted: Yes

Contingent upgrades have been identified for this interconnection request that are currently the responsibility of an interconnection request that is earlier in the queue than this interconnection request. The scope and costs in Attachment 3, along with the contingent upgrade costs, are required in order for this interconnection request to receive permission to operate. If the contingent upgrades are delayed or not built by the earlier-queued interconnection request, it could cause a need for restudies of this interconnection request, and the contingent upgrades may become the responsibility of this interconnection request

Contingency Work Scope	
Cost	Scope
\$860,000	4300ft Line extension
\$280,000	Install new line side PTs

## Attachment 4

### Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this DER interconnection and the conditions under which each listed specific operating practice applies.

See Articles 1,7 Parallel Operation Obligations 1.9, Reactive Power, 1.10, Standards of Operation and as identified in the prior studies.

Any additional operational practices listed below:

- 1) Customer Transformer(s) Connection(s) at PCC ( 34kV ) - ComEd requires a Delta H.S. transformer winding for all customer connected transformers. The legacy design standard for the ComEd 34.5kV system is 200kV BIL. The current design standard for new 34kV lines is 150kV. All customer equipment should be rated accordingly.
- 2) Customer Photovoltaic System Inverter Modules - Transient Overvoltage (TOV) Limits: Customer inverters shall not by their design or application while interconnected to the ComEd system cause transient overvoltages (TOV) which exceed ComEd {12kV/34kV} line or equipment ratings during fault or switching operations. If the customer inverters cause objectionable overvoltages which exceed the ratings of the ComEd lines and equipment, then ComEd may require that the customer at their expense mitigate these issues to a level below the equipment design ratings.
- 3) Customer Equipment Short-Circuit Ratings - Customer equipment shall be rated for ultimate fault current levels: Ultimate 3 Phase - 16585 Amps and Ultimate 1 Phase - 21070 Amps.
- 4) Interconnections = 2.0MW using lab certified UL 1741 Inverters do not require any additional relay protection
- 5) All transformers require a high side protective operating device to operate under fault conditions.
- 6) ComEd Testing Group resources will be required to verify settings for required system protection prior to customer equipment being placed into service.
- 7) This photovoltaic installation shall only operate when it is connected to 34kV L10643 and when L10643 is fed from its normal breaker at TSS106.
- 8) Customer will be responsible to complete all subgrade and civil work on their property, if required for the interconnection facilities.
- 9) Customer will be responsible to purchase real estate or obtain the necessary right-of - way/ easements, to install the interconnection facilities.

**Attachment 5****Monitoring and Control Requirements**

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.
3. The If applicable, a copy of any agreement between the interconnection customer and the EDC enabling the EDC to monitor and control the distributed energy resources facility in order to preserve distribution system reliability.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<http://standards.ieee.org>

**Attachment 6****Metering Requirements**

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the energy resources facility.

The specific metering requirements and equipment will be specified as part of the Detailed Engineering.

2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx>

## **Attachment 7**

### **As Built Documents**

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed energy resources facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

## Attachment 8 Other Provisions

The Parties agree to the following terms and conditions in connection with the distributed generation facility.

- 1.1 Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of EDC with respect to the current or future availability of transmission service or create any obligation on the part of EDC to accept deliveries of energy unless the interconnection customer or a third party taking delivery of such energy has arranged for transmission service with PJM Interconnection LLC, or its successor in interest, the organization that operates the EDC's transmission system ("PJM") in accordance with the PJM tariff and applicable laws and regulations. EDC may charge for service over its electric distribution system to deliver energy or power from the distributed generation facility to or from the facilities controlled or operated by PJM that are used to provide transmission service pursuant to the PJM tariff.
- 1.2 This Agreement does not constitute an agreement to interconnect the interconnection customer to a PJM point of interconnection.
- 1.3 The interconnection customer shall not be allowed to construct any facilities or install any equipment which will be owned or operated by the EDC, without the prior written consent of the EDC, which consent may be conditioned on the Parties negotiating and agreeing upon provisions to govern such construction or installation.
- 1.4 Tax Status. Based on information provided by the interconnection customer, EDC will make the determination as to whether all costs and other amounts payable, and property to be transferred, by interconnection customer to EDC under this Agreement (collectively, the "Paid Amounts") satisfy the tax law provisions for non-taxable status, as referenced in this Section 1.4. For any amounts that EDC determines do not qualify for non-taxable status, the interconnection customer shall comply with this Section 1.4, including without limitation paying the applicable income tax gross-up as set forth herein.
  - 1.4.1 Tax Status
    - A. To qualify for non-taxable treatment with respect to the Paid Amounts, the interconnection customer must meet all qualifications and requirements as set forth in the tax laws ("Non-Taxable Treatment"). The determination of whether the Paid Amounts qualify for Non-Taxable Treatment shall be made by EDC, based on the information furnished by interconnection customer to determine tax treatment under the relevant tax law provisions.
    - B. To the extent EDC reasonably determines that all or a portion of the Paid Amounts qualify for Non-Taxable Treatment, both Parties intend to treat such

amounts as non-taxable contributions from interconnection customer to EDC for federal and state income tax purposes. With respect to any such Paid Amounts, interconnection customer agrees to maintain Non-Taxable Treatment for such amounts, and interconnection customer shall remain subject to the terms of this Section 1.4, in any subsequent or interim agreement related to this Agreement. To the extent EDC determines that all or a portion of the Paid Amounts are taxable, interconnection customer agrees to pay the income tax gross-up amount referenced in this Section 1.4.

#### 1.4.2 Tax Indemnity

For any amounts the Parties treat as non-taxable pursuant to Section 1.4.1, interconnection customer shall indemnify and hold harmless EDC for any costs or taxes, penalties, and interest that EDC incurs in the event that the IRS and/or a state taxing authority determines that the Paid Amounts are taxable income to EDC. In such an event, interconnection customer shall pay to EDC, on demand, the amount of any income taxes that the IRS or a state taxing authority assesses EDC in connection with the Paid Amounts, plus any applicable interest and/or penalties assessed EDC. In the event that EDC in its sole discretion chooses to contest such assessment and prevails in reducing or eliminating the tax, interest and/or penalties assessed against it, EDC shall refund to interconnection customer the excess of the amount paid to EDC pursuant to this Section 1.4 over the amount of the tax, interest and penalties for which EDC is finally determined to be liable. Interconnection customer's tax indemnification obligation under this section shall survive any termination of this Agreement or of any subsequent or interim agreement related to this Agreement.

#### 1.4.3 Income Tax Gross-Up

- A. In the event that interconnection customer does not establish to EDC's satisfaction within 15 days of the execution of this Agreement (the "Specified Date") that the Paid Amounts are or will be non-taxable, interconnection customer shall increase the amount of the Security Deposit to include any amounts described under this Section 1.4 regarding income tax gross-up.
- B. The required increase in the Security Deposit shall equal the amount necessary to permit EDC to pay all applicable income taxes ("Current Taxes") on the amounts to be paid by interconnection customer under this Agreement after taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), with respect to such amounts. For this purpose, Current Taxes shall be computed based on the composite federal and state income

tax rates applicable to EDC at the time the Security Deposit is increased, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting EDC's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital. EDC may draw on the Security Deposit on a quarterly basis based on the Paid Amounts received by EDC.

- C. Interconnection customer must provide the increase in the Security Deposit, in a form and with terms as acceptable to EDC, within 15 days of the Specified Date unless EDC notifies interconnection customer otherwise. The requirement for the increase in the Security Deposit under this Paragraph shall be treated as a milestone for purposes of Attachment 3 of this Agreement.
- D. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect any entity's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.
- E. In the event, and to the extent, (i) EDC subsequently determines that amounts for which interconnection customer has paid EDC are non-taxable, and (ii) EDC successfully obtains a refund of federal and/or state income tax originally paid with respect to such amounts, EDC shall timely return such amounts to the interconnection customer. For purposes hereof, EDC may make such a determination in light of subsequent IRS guidance, or other relevant authority. In the event of a successful refund claim by EDC, EDC shall return the remaining Security Deposit attributable to this Section 1.4, but no more than it obtains from the relevant taxing authority, less any reasonable fees incurred to secure such tax refund, to interconnection customer.
- 1.5 If any of EDC's facilities, in addition to those described in Section 2.3, are or will be located on interconnection customer's property, EDC shall have access to such facilities at all times and when practical, the EDC shall provide notice to the interconnection customer prior to using its right of access. Upon EDC's completion of final, detailed engineering, if EDC identifies any facilities which will be located on interconnection customer's property and requests written property rights in order to have such access, the interconnection customer shall provide such rights.
- 1.6 Interconnection customer shall also be responsible for paying in full to EDC all approved FERC and ICC rates and charges applicable to interconnection customer's connection to and usage of the electric distribution system, if any.

- 1.7 Interconnection customer shall not disclose any information labeled "CEII" or "Critical Energy Infrastructure Information" or other information labeled "Confidential" obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.
- 1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party's representatives of safety rules applicable to an area.
- 1.9 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

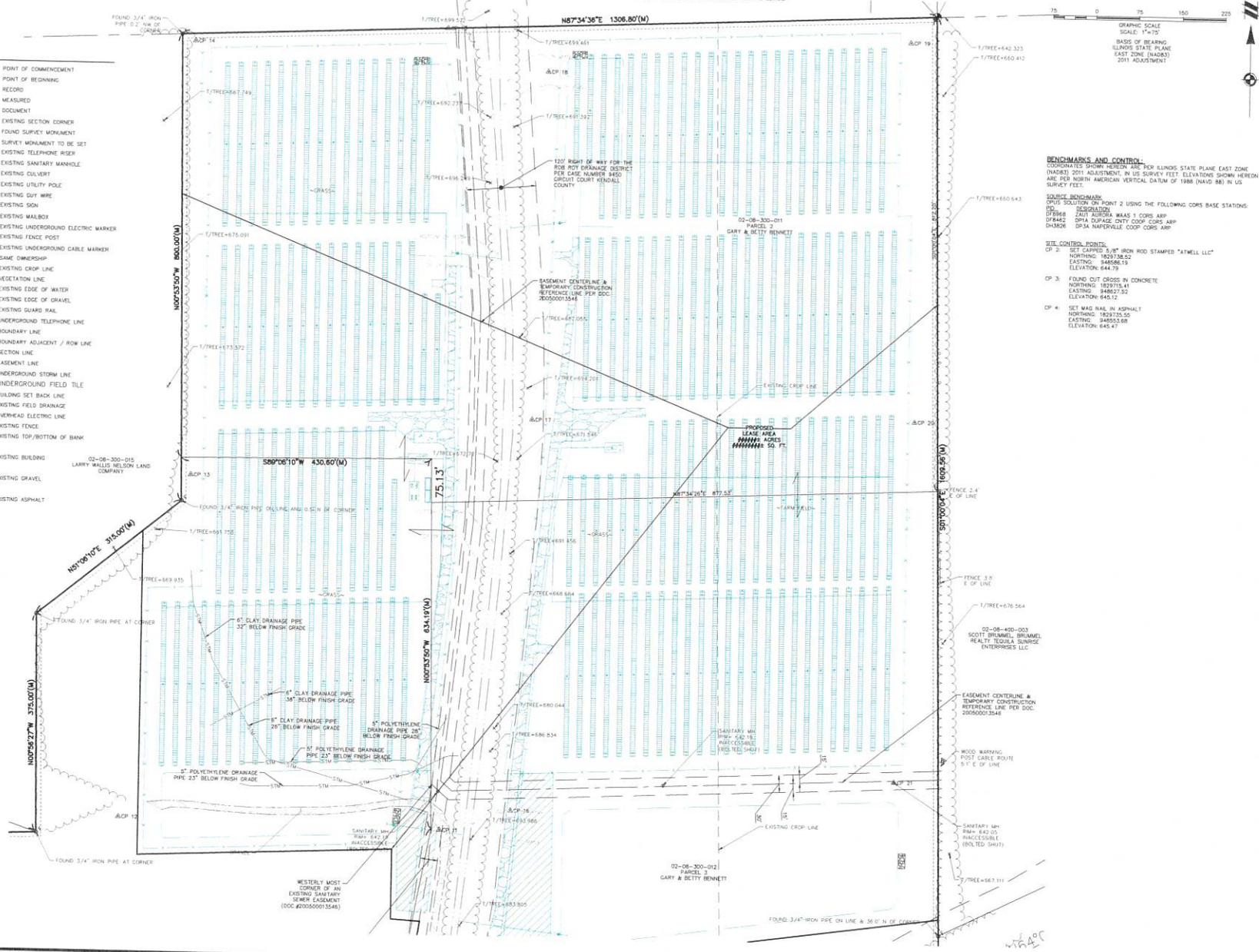
The parties agree Article 5 Section 1.2 is stricken in its entirety and replaced with, "Within 120 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference."



# ALTA/NSPS LAND TITLE SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, 131N, 71E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
MEAS	MEASURED
DOC	DOCUMENT
SC	EXISTING SECTION CORNER
SM	FOUND SURVEY MONUMENT
ST	SURVEY MONUMENT TO BE SET
T	EXISTING TELEPHONE RISER
CM	EXISTING CULVERT
CU	EXISTING UTILITY POLE
OW	EXISTING OUY WIRE
S	EXISTING SIGN
M	EXISTING MAILBOX
EM	EXISTING UNDERGROUND ELECTRIC MARKER
EF	EXISTING FENCE POST
UCM	EXISTING UNDERGROUND CABLE MARKER
OL	EXISTING CROP LINE
VL	VEGETATION LINE
EW	EXISTING EDGE OF WATER
EG	EXISTING EDGE OF GRAVEL
UGW	EXISTING UNDERGROUND TELEPHONE LINE
UGL	BOUNDARY LINE
BL	BOUNDARY ADJACENT / ROW LINE
SL	SECTION LINE
EL	EASEMENT LINE
USL	UNDERGROUND STORM LINE
UFL	UNDERGROUND FIELD TILE
BSL	BUILDING SET BACK LINE
EFL	EXISTING FIELD DRAINAGE
OE	OVERHEAD ELECTRIC LINE
EF	EXISTING FENCE
ETB	EXISTING TOP/BOTTOM OF BANK
EB	EXISTING BUILDING
EG	EXISTING GRAVEL
EA	EXISTING ASPHALT



GRAPHIC SCALE  
SCALE: 1"=75'  
BASIS OF BEARING:  
ILLINOIS STATE PLANE  
EAST ZONE (NAD83)  
2011 ADJUSTMENT

**BENCHMARKS AND CONTROL:**  
COORDINATES SHOWN HEREON ARE FOR ILLINOIS STATE PLANE EAST ZONE (NAD83). 2011 ADJUSTMENT IN US SURVEY FEET. ELEVATIONS SHOWN HEREON ARE PER NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN US SURVEY FEET.

**SOURCE BENCHMARK:**  
CPUS SOLUTION ON POINT 2 USING THE FOLLOWING COBS BASE STATIONS:  
POL: SCOTTSDALE  
DPE88: ZANTI AUBURN WAAS 1 COBS ARP  
DPE42: DIPA DUNAGE CITY COOP COBS ARP  
DPE326: DIPA NAPERVILLE COOP COBS ARP

**SITE CONTROL POINTS:**  
CP 2: SET CAPRED 8.5" IRON ROD STAMPED "ATWELL LLC"  
NORTHING: 1825738.52  
EASTING: 848586.19  
ELEVATION: 644.79  
CP 3: FOUND CUT CROSS IN CONCRETE  
NORTHING: 1825735.41  
EASTING: 848572.52  
ELEVATION: 645.12  
CP 4: SET WAG NAIL IN ASPHALT  
NORTHING: 1825735.55  
EASTING: 848583.08  
ELEVATION: 645.47

Know what's below.  
Call before you dig.

THE LOCATION OF EXISTING UTILITY LINES AND THE DEPTH OF EXISTING UTILITY LINES SHALL BE THE RESPONSIBILITY OF THE USER OF THIS SERVICE. ATWELL SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITY LINES OR THE DEPTH OF EXISTING UTILITY LINES. THE USER SHALL BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITY LINES AND THE DEPTH OF EXISTING UTILITY LINES. THE USER SHALL BE RESPONSIBLE FOR THE LOCATION OF EXISTING UTILITY LINES AND THE DEPTH OF EXISTING UTILITY LINES.

**ATWELL**  
866.890.0000 www.atwell-pro.com  
1200 N. HARTSHORN, SUITE 200  
MOUNTAIN VIEW, ILLINOIS 60054

SECTION 8	TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP	KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC  
ALTA/NSPS LAND TITLE SURVEY  
CORNELIS ROAD SOLAR  
KENDALL COUNTY, IL

DATE: 12/6/2023

REVISIONS

SCALE	0 37.5 75
1" = 75 FEET	

DR. JT CH. BOE  
P.M. B. ELSBREE  
BOOK 298  
JOB 23002931  
SHEET NO.  
2 OF 3

JOB FILE: 23002931-01



LAW OFFICES  
OF

***Daniel J. Kramer***

DANIEL J. KRAMER

1107A SOUTH BRIDGE STREET  
YORKVILLE, ILLINOIS 60560  
(630) 553-9500  
Fax: (630) 553-5764

KELLY A. HELLAND  
D.J. KRAMER

August 15, 2024

Krysti Barksdale-Noble  
Director of Community Development  
Via E-mail and Hand Delivery: [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)

Sarah Mendez  
City Planner  
[smendez@yorkville.il.us](mailto:smendez@yorkville.il.us)

Re: Beecher Road Solar, LLC/Gary Bennett and Betty Bennett Owners Special Use and  
Variance Applications

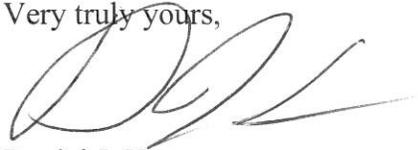
Dear Krysti and Sarah

Enclosed please find the Application for Special Use and Application for Variance along with  
the following items:

1. Application for Variance executed by Owners and Petitioner
2. Application for Special Use executed by Owners and Petitioner
3. \$21,035.00 check for Annexation and Special Use Fee
4. List of Adjoining Owners within 500 feet
5. Tax Print out showing property ownership
6. Cover letter detailing the project narrative/system design summary
7. Special Use Permit Plan Set
8. Electrical Diagram
9. Manufacturer's Specifications
10. Glare Analysis
11. Interconnection Agreement
12. Decommissioning Plan
13. Plat of Survey
14. Legal Description
15. Aerial Map
16. Vegetation Management Plan for Solar Site Utilizing Native Vegetation

Please review the same and if you have any questions or concerns please feel free to contact me.  
Please let me know the schedule of meetings.

Very truly yours,

A handwritten signature in black ink, appearing to read 'DJK', with a long horizontal flourish extending to the right.

Daniel J. Kramer  
Attorney at Law

DJK/cth  
Enclosures

To: United City of Yorkville, Plan Commission & Staff

Please be advised that We entered into Solar Leases for two separate projects with Nexamp, LLC in the United City of Yorkville. We have always prided Ourselves on maintaining an attractive looking Farmstead where We have Farmed for several decades before We Annexed to the United City of Yorkville.

Nexamp has been an extremely good Company for Our Family to work with and provides Us with support in Our Retirement age. We still farm the ground until it is developed with the two Solar Arrays. A good deal of the farmland that Nexamp is developing Their Projects on is in floodway and other designated flood areas that cannot be developed with any type of use other than the existing Agricultural Use or a Solar Array.

Due to the location of the flood areas it is not possible to develop the property in those areas with houses or any type of Commercial use. Our Homestead is heavily landscaped in front and Our Farm buildings and Farm home are going to remain the same. The new Solar Array project will be located directly behind the Homestead.

Due to that location, it is not going to be highly visible to anyone who drives by Our current Homestead, in fact eyes need to be directed carefully on the Road because of substantial curve in the Roadway near Our Homestead.

We definitely favor the Untied City of Yorkville approving both the Solar Special Use as well as granting Them a Variance from the 1,000 ft. front setback.

We have been advised going through City Ordinance that Corneils Road does not appear on the list of Roadways that requires the thousand foot setback. More importantly Nexamp has worked with us on a Landscape and reconfiguration design that leaves farmland still for Us to continue providing some farming on site and now moves the Solar Array back from the original Proposal of 471 Ft. to 917 Ft. from Corneils Road.

We heartily request that the United City of Yorkville approve both the Base Special Use and the Variance of the front setback acknowledging that 917 Ft. together with Our Farmstead, the Landscaping that We have, and the future Landscape provided in the Application of Nexamp for the Beacher Road Solar Project meets both the intent and spirit of the Ordinance. The project will be less visible from the Roadway (if at all) then the first project Approved by the United City of Yorkville.

We also would like the City to take into account, the fact when They needed a Utility Easement to cross Our Property to service Economically Beneficial Zoning Properties to the West We cooperated fully and in no way held the City up in obtaining a good result for the City. We thought We were being good neighbors and do feel that should be taken into account, specially since being the closest neighbor We are the most effected by the setback.

Thank you for your consideration. We would both attend the Plan Commission Meeting on March 14, 2025 if We were able. However due to some repetitive radiation treatments I receive for a Cancer illness, I am literally quarantined and not able to go near any other Family Members or Members of the Public and must stay home after those treatments for a two week period of

time. I am getting My most recent treatment on March 13, 2025 which is the reason that My wife and I cannot attend in person.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Bennett

  
\_\_\_\_\_  
Betty Bennett



nexamp

**Beecher Road Solar, LLC**

08/07/2024

-  Parcels
-  Forested Wetland
-  Non-Forested Wetland
-  Salt Marsh
-  Water





BEECHER ROAD SOLAR, LLC  
JULY 25, 2024  
02-08-300-008, 02-08-300-012, 02-08-300-011  
ILLINOIS DESIGN FIRM #184-005876

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD: THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'25" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'35" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST



280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTH WEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 575.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

**LEGEND**

- BOUNDARY LINE
- BOUNDARY INTERNAL/ADJACENT LINE
- PROPOSED FENCE LINE
- PROPOSED OCCUPANCY AREA - PARCEL 1
- PROPOSED OCCUPANCY AREA - PARCEL 2
- PROPOSED OCCUPANCY AREA - PARCEL 3
- AGRICULTURAL AREA

**SITE DATA**

TOTAL PARCEL AREA 94.30 ACRES  
 CORNELIS FENCE AREA 31.48 ACRES  
 BEECHER FENCE AREA 20.34 ACRES  
 TOTAL SOLAR OCCUPANCY\* 54.9%

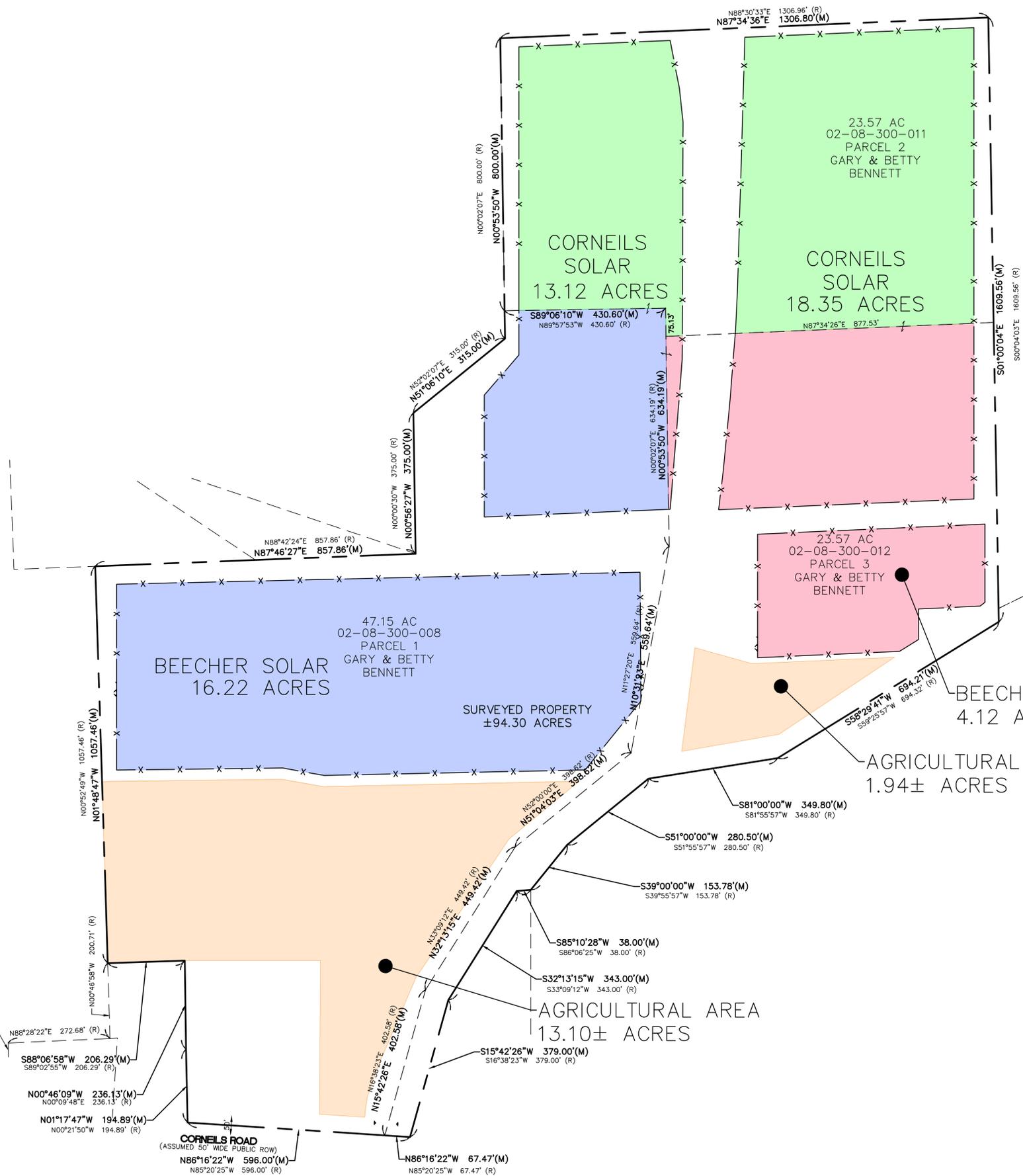
\*CALCULATION = 51.82 ACRES/94.30 ACRES = 54.9%

**PARCEL 1: 02-08-300-008**  
 PARCEL 1 AREA 47.15 ACRES  
 BEECHER OCCUPANCY 16.22 ACRES  
 CORNELIS OCCUPANCY 5.72 ACRES

**PARCEL 2: 02-08-300-011**  
 PARCEL 2 AREA 23.57 ACRES  
 BEECHER OCCUPANCY 0.0 ACRES  
 CORNELIS OCCUPANCY 18.41 ACRES

**PARCEL 3: 02-08-300-012**  
 PARCEL 3 AREA 23.57 ACRES  
 BEECHER OCCUPANCY 4.12 ACRES  
 CORNELIS OCCUPANCY 7.35 ACRES

**AGRICULTURAL AREAS:**  
 AGRICULTURAL AREA 15.04± ACRES (15.9%)



SCALE 0 75 150  
 1" = 150 FEET



**Know what's below.**  
**Call before you dig.**  
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

NOTICE:  
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**

101 Summer Street, 2nd Fl., Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

866.850.4200 www.atwell-group.com  
 1250 EAST DIXIE ROAD, SUITE 300  
 DESIGN: FIRM # 84-003976

Rev	Issued For	Date
A	CLIENT REVIEW SET	06/26/24
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25

Project: BEECHER ROAD SOLAR, LLC  
 SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

Project: BEECHER ROAD SOLAR, LLC  
 SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**PARCEL OCCUPANCY EXHIBIT**

Scale: As Noted Approved by: MBK  
 Drawing Title: PARCEL OCCUPANCY EXHIBIT  
 Drawing No: EX-01 Size: ARCH D Sheet Rev: F

## **Beecher Road Solar, LLC - O&M Services Plan**

Beecher Road Solar, LLC, a wholly-owned subsidiary of Nexamp, Inc., as the developer and construction manager of an approximately 4.99-megawatt (AC) solar PV array on property owned by Gary L. Bennett and Betty S. Bennett at 10791 Corneils Road, Yorkville, Illinois is pleased to provide this Operation and Maintenance (O&M) services plan.

Nexamp Asset Management Services, Inc. (NAMS) is a full service photovoltaic Operations and Maintenance company, servicing more than 800 MW DC as of 2024. Beecher Road Solar, LLC intends to contract with NAMS in order to provide O&M services for the project for the first ten years of the system operation. At that time, Beecher Road Solar, LLC will revisit that contract and intends to renew the term.

Attached to this Services Plan is a typical scope of work for an O&M provider for a large-scale solar PV array. NAMS has used this scope of work as the basis for its services for infrastructure that it currently maintains. In the following template, “Contractor” represents NAMS and “Owner” represents the project owner, Beecher Road Solar, LLC.

The primary services under the scope of an O&M agreement include:

- Annual array maintenance inspections, remote monitoring and operation, unscheduled maintenance (fault detection and repair), and scheduled equipment replacement.
- On-site services typically require one or two pick-up trucks and two to four licensed technicians.
- Technicians perform work with hand tools and battery-operated power tools and rarely require generators or any motorized or heavy equipment.
- The array is designed to facilitate major equipment replacement using truck mounted boom lift every 10-15 years.
- Nexamp Solar, LLC will develop the site using a pile driven or screw mounting system for the array.

Maintenance Activities:

- Mowing operations are typically conducted zero to four times per season, depending on the weather conditions and resultant growth. Animal grazing is considered an alternative to mowing and may be employed at this site.
- If pollinator vegetation is installed at this site, the vegetation may be maintained up to 36 inches in height. During the establishment period (first 3 to 5 years following installation) mowing may be required more frequently. Once the pollinators are established mowing may occur as few as zero to one time per year.

- The entire Site is inspected for any erosion upon each site visit and maintenance activity, a minimum of two times per year. Any erosion to roads, embankments, drainage structures/basins, ground cover, etc. is repaired using similar methods to the initial install, with like equipment and materials. Potentially, additional erosion control blankets, jute netting, etc. will be added to protect the maintenance improvement.
- Depending on the array location and surrounding vegetation, an arborist with boom truck will thin shading tree growth and limbs adjacent to power lines.
- In the event that weed control is required, NAMS uses only non-persistent solutions previously approved for use by DEP and many municipalities for use in regulated and protected areas. The frequency of this activity is typically once annually, if at all. Work is typically performed by licensed applicators using trailer born and backpack spraying apparatus.
- Beecher Road Solar, LLC does not anticipate conducting module washing at this site. In the event that modules are washed, cleaning solution consists of 100% filtered water. Work is typically performed by two to four technicians using backpacks and scrubbing wands.
- Some snow removal may be required to allow site access during winter months, however no snow removal operations will be performed within the array areas. Snow clearing from modules may be completed depending on the amount and type of snow, two to four times per winter, to facilitate production. Snow clearing is completed manually by three to six laborers using hand held brooms and squeegees.
- Inspection of the storm water management facilities will occur at each site inspection, no less than biannually, with maintenance provided to restore the facilities to their original condition.

## **Scope of Work – O&M Services Contract**

Nexamp Asset Management Services (the “Contractor”) will provide O&M services for the proposed 4.99-Megawatt (AC) solar photovoltaic system located on property owned by Gary L. Bennett and Betty S. Bennett at 10791 Corneils Road, Yorkville, Illinois (the “Facility”). The services to be provided will include the operation, repair, monitoring and maintenance services listed below.

### **FACILITY OPERATIONS**

The Facility will be remotely operated in conformity to the operating specifications and requirements set forth in the O&M Manual, in compliance with prudent industry practices, in accordance with the terms and conditions of the interconnection agreement between the Owner and the local distribution utility, and in accordance with applicable law.

### **PERFORMANCE MONITORING AND OPERATIONS REPORTING**

During the Service Term, Contractor shall:

- At all times perform basic remote monitoring and operation of the Facility to make sure Facility is fully functional including all necessary remote data collection and record and report all meter data consistent with all Solar Program requirements.
- Provide Owner with web access to basic monitoring data.
- Provide Owner with monthly reporting of performance against predicted power and historical performance beginning two calendar months after the Commercial Operations Date (as defined as “Substantial Completion” in the EPC Agreement) is achieved, including, summaries of energy measured and reported by the Facility’s revenue grade meters, a summary of planned maintenance, and a summary of all forced outages and emergency response measures and the steps that were taken to resolve such forced outages and emergency situations.
- Provide copies of all such information no later than thirty (30) calendar days of making or receiving information pertaining to maintenance and/or repair pertaining to the system and/or any portion thereof or the Interconnection.
- Maintain warranty records with all inverter, module, and mounting suppliers.
- Maintain service agreements with DAS suppliers.

Prepare and submit required monthly reports, as the agent of Owner and after obtaining Owner’s prior approval, to report all metered data to the Production Tracking Facility (PTS).

## SCHEDULED INSPECTION AND MAINTENANCE

- Contractor will perform required maintenance of the Facility in accordance with the written manufacturer requirements for operation and maintenance of the equipment that is part of the Facility (such written instructions are included in the O&M Manual).
- Contractor will provide continuous 24/7 active monitoring of Facility performance and provide a single point of contact for Facility maintenance and repair related issues.
- Contractor will implement the preventive maintenance schedule, if any, for each item of equipment that is part of the Facility, as set forth in the relevant portions of the O&M Manual.
- Contractor will maintain maintenance logs, records and reports documenting the provision of O&M Services hereunder in sufficient detail to allow Owner to verify that the Facility is performing in accordance with the Project Warranty and the performance requirements for the Facility. Contractor shall maintain current revisions of the drawings, specifications, lists, clarifications and other materials relating to the Facility.
- Contractor will complete and submit to Owner in a timely manner maintenance log sheets to document Contractor's provision of Services as required hereby in sufficient detail to allow Owner to verify that the Facility is performing in accordance with the Project Warranty and the performance requirements for the Facility.
- Contractor will regularly maintain the Facility, in accordance with the O&M Manual, and provide annual on-site inspections by completing the following.
  - Visual inspection of all feeder terminations for corrosion.
  - Visual check of all power terminations/connections associated with the system e.g. DC combiner boxes, DC and AC disconnects, surge arrestors, inverters and PV modules and re-torque as necessary.
  - Test of ground continuity and correct any unsafe or abnormal issues.
  - Check of all DC and AC fuses in inverters, combiner boxes, and disconnects.
  - Testing and recording of voltage and amperage of the arrays at the string level.
  - Inspection of combiner boxes, disconnects and inverters with an infrared camera, with the purpose of detecting hotspots, bad connections, etc.
  - Conduct aerial infrared drone inspection to detect module and string issues
  - Checking of the mechanical and structural integrity of the system.

- Cleaning or replacement of inverter air filters where applicable if necessary.
- Checking of inverter housing for dust/water ingress.
- Checking and replacement of any unserviceable system labeling as necessary.
- Visual inspection of weather stations and calibration verification against monitored data.
- Checking of modules for excessive dirt and debris. Cleaning is excluded.
- Providing written documentation to include summary report of findings including actions taken and recommendations for additional maintenance or repairs, etc.

## **FAULT DETECTION AND DISPATCH**

- Contractor shall respond to all alarms, alerts and service requests pertaining to the system within 24 hours of such alarm, alert and/or service request, as personnel safety and weather conditions permit.
- Contractor shall monitor and respond to forced outages and performance trends. Contractor and Owner shall notify the other as soon as practically possible, but in no event later than twenty-four (24) hours following their discovery, of “**Forced Outage**”, which is defined as: (a) any material malfunction in the operation of the Facility and/or (b) any interruption in the delivery of energy to the Facility’s revenue grade meters. Contractor shall apply safe industry best practices to fully resolve any Forced Outage as quickly as possible. To the extent the correction of the Forced Outage requires either O&M Services or Warranty Services, Contractor shall initiate the O&M Services or Warranty Services needed to return the Facility to service within 24 hours of such notice, and where applicable, as manufacturer service capabilities permit. Contractor shall provide Owner with an estimate of the time necessary to return the Facility to fully operational service. Contractor agrees to notify the Owner as soon as practicable when the Facility returns to service, but in no event later than twenty-four (24) hours following the Facility’s return to service.
- Emergency. Contractor and Owner agree to notify the other upon the discovery of an Emergency condition pertaining to the Facility. If Contractor is notified of an Emergency condition by Owner or otherwise learns of an Emergency condition, Contractor agrees to promptly dispatch appropriate personnel to address such Emergency as quickly as possible in accordance with industry best practices, and as personnel safety permits. Contractor maintains the right to disconnect the Facility and/or to otherwise isolate the Facility from the electric distribution system servicing Owner’s and Owner’s property as a result of any Emergency condition pertaining to the Facility as determined at the Contractor’s discretion; provided, however, that the Contractor shall be responsible for any adverse consequences caused by such exercise of discretion if the exercise is negligent or represents a breach hereof.



August 16, 2024

Krysti Barksdale-Noble, Community Development Director  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

**Re: SUP Application – Beecher Road Solar, LLC**  
Proposed 4.99-MW(AC) Commercial Solar Collector  
System

Applicant: Beecher Road Solar, LLC.  
Project Location: 10791 Corneils Road, Yorkville, IL  
60545

Dear Members of the Planning and Zoning Board, and County Board:

On behalf of Beecher Road Solar, LLC., please find enclosed and below is our:

- Project narrative and with project details
- Special Use Permit Application:
  - Special Use Permit Application
  - Special Use Permit Plan Set
  - Electrical Diagram
  - Manufacturer's Specifications
  - Glare Analysis
  - Interconnection Agreement
  - Decommissioning Plan
  - Plat of Survey
  - Legal Description
  - Aerial Map
- Application Fee



### **Project Narrative:**

Beecher Road Solar, LLC is requesting approval of a Special Use Permit to allow for development and operation of a 4.99 (AC) ground-mounted distributed generation solar garden facility on the approximately 70-acre subject property (PINS: 02-08-300-008, 02-08-300-012). The project intends to develop approximately 30 acres of the overall parcel. The arrays would be installed over existing farmland and enclosed with a fenced area for safety and security measures.

### **Nexamp Background:**

In 2007, U.S. Army veterans Will Thompson and Dan Leary realized a vision for making a range of renewable energy options more affordable and accessible to homeowners and businesses throughout the Commonwealth of Massachusetts. The pair launched NexGen Energy Solutions, a turnkey provider of renewable energy and carbon solutions, in their hometown of North Andover, Massachusetts. NexGen became Nexamp later in 2007.

During the early years, Nexamp delivered a variety of energy systems for residential, commercial, municipal and agricultural customers. Energy solutions offered included solar PV, solar thermal, micro-wind, geothermal heating and cooling, and a wide array of energy efficiency services. In 2011, the company began shifting its focus fully toward commercial and industrial solar facilities, working with businesses and municipalities that wanted to offset their traditional utility energy power using on-site renewable solar generation.

2015 marked Nexamp's first Community Solar project and the beginning of a new chapter for the company. Leveraging its integrated approach of developing, building, owning and operating solar plants, Nexamp turned its focus to community solar, and alongside that the mission of making the benefits of solar power available to everyone—homeowners, renters, non-profits, small businesses, farms and more. Nexamp was named NECEC Clean Energy Company of the Year in 2015 and a Solar Power World Top 3 Commercial Solar Developer in 2017.

In 2016, Mitsubishi's Diamond Generating Corporation made a significant investment in Nexamp, and in 2018 the group made an additional investment that gave it a controlling interest. Nexamp secured an additional round of investment in 2021, this time with Generate Capital, a leading clean energy private equity firm. Serving a rapidly expanding network of individuals, property owners, businesses and communities that benefit from its nationally distributed portfolio of solar assets, Nexamp is a Massachusetts-based, nationally headquartered solar company that is laying the groundwork for a cleaner, more secure and resilient energy future.



Nexamp entered the Illinois market in 2018, and has since become a market leader, with a large share of the currently operating community solar projects in the state.

**Project Details:**

In your review of this Special Use Permit request, we ask that staff, the Planning and Zoning Board, and City Council consider the following:

**I. Project components:**

- Solar modules (i.e. panels) are mounted on racking that slowly rotate and track the sun; there are approximately 11,616 modules proposed to be installed;
- At full tilt, the height of the solar array will be more than 20 feet in height;
- The solar modules are treated with anti-reflective coating to minimize glare;
- The racking is mounted to metal piles. Concrete foundations are not anticipated;
- The system will be remotely monitored, meaning there will be little traffic generated;
- Electrical cables will be installed underground for the entire project with exception of a series of poles necessary to interconnect with ComEd along Corneils Road;
- Perimeter security fencing up to 8 ft. height;
- Location of proposed structures is in compliance with City setback requirements;
- Existing drainage patterns will be maintained throughout the site to the maximum extent possible;
- Limited area of gravel driveway for site access and maintenance;
- The inverter and transformer will be located within the fence on a concrete equipment pad;
- Disturbed areas will be re-vegetated with a pollinator friendly seed mix;

**II. Construction:**

- Estimated approximately 20 to 30 jobs will be created during construction;
- Most jobs will be local but some may be brought in if the skill set required is not available;
- Typical jobs created include construction jobs - i.e. equipment operators, electricians, fence installers, laborers and construction managers;

**III. Development Schedule:**

- Anticipated construction start is Spring of 2026, depending on a number of factors;
- Duration of construction is typically +/- 6 months;



**IV. Traffic:**

- Construction traffic will typically be standard semi-tractor trailers – oversized loads are not anticipated;
- At the start of construction there may be a half dozen deliveries a day and will then taper off to 1 to 2 delivery trucks per day;
- There will be proximately 30 – 40 employees at a time during construction;

**V. Maintenance:**

- There are typically several site visits per year to maintain the system;
- No employees will be permanently located on-site;
- The site will be remotely monitored;
- Typically, Nexamp relies on rainfall to clean the panel surfaces. As such, it is not anticipated chemicals for cleaning the solar panels will be used, stored or disposed of on this site;
- Typically, any snowfall will slide off the panels. Therefore, we do not anticipate any snow removal unless necessary.

On behalf of Beecher Road Solar, LLC we thank you in advance for your consideration of our request for approval. We look forward to review of our submittal at the next Community Development meeting and Planning & Zoning Commission meetings. In the interim, please contact us with any questions regarding our submittal or if any additional information is required.

Sincerely,

Matt Kwiatkowski  
Business Development Manager  
P: 317-760-3190  
E: MKwiatkowski@nexamp.com

PATRICIA A BAKALA  
10711 CORNEILS RD  
PLANO IL 60545

JOHN MEYER  
90 SHORE DR  
OGDEN DUNES IN 463681007

MCARTHUR JOAN TR MCARTHUR JAMES B VIRGINIA TR  
10417 CORNEIL RD  
PLANO IL 60545

VAN THOMPSON CHARLES WALLIS LARRY A  
55 LANE 140B LAKE GEORGE  
FREMONT IN 46737

JOHN MEYER  
90 SHORE DR  
OGDEN DUNES IN 463681007

GARY BETTY BENNETT  
10791 CORNEILS RD  
PLANO IL 60545

JOHN MEYER  
90 SHORE DR  
OGDEN DUNES IN 463681007

VAN THOMPSON CHARLES WALLIS LARRY A  
55 LANE 140 B LAKE GEORGE  
FREMONT IN 46737

ROSENWINKEL FAMILY TRUST ET AL  
JOHN ROSENWINKEL  
10735 CHICAGO RD  
WATERMAN IL 60556

LORIE P TESKA  
1 ROYAL OAKS CT  
BRISTOL IL 60512

ROSENWINKEL FAMILY TRUST ET AL 501  
JOHN ROSENWINKEL  
10735 CHICAGO RD  
WATERMAN IL 60556

PATRICIA A BAKALA  
10711 CORNEILS RD  
PLANO IL 60545

CHARLES R JULIE E BENNETT  
10907 CORNEILS RD  
PLANO IL 60545

LARRY WALLIS NELSON LAND COMPANY  
55 LANE 140 B  
LAKE GEORGE  
FREMONT IN 46737

CHARLES R JULIE E BENNETT  
10907 CORNEILS RD  
PLANO IL 60545

GARY L BETTY S BENNETT  
10791 CORNEILS RD  
PLANO IL 60545

GARY BETTY BENNETT  
10791 CORNEILS RD  
PLANO IL 60545

ROSENWINKEL FAMILY TRUST ET AL 501  
JOHN ROSENWINKEL  
10735 CHICAGO RD  
WATERMAN IL 60556

LORIE P TESKA  
1 ROYAL OAKS CT  
BRISTOL IL 60512

PATRICIA A BAKALA  
10711 CORNEILS RD  
PLANO IL 60545

GARY L BETTY S BENNETT  
10791 CORNIELS RD  
PLANO IL 60545

MCARTHUR JOAN TR MCARTHUR JAMES B VIRGINIA TR  
10417 CORNEIL RD  
PLANO IL 60545

JOHN MEYER  
90 SHORE DR  
OGDEN DUNES IN 463681007

CHICAGO WB INVESTORS LLC  
c/o SAM ZABALA  
315 FLATBUSH AVE 302  
BROOKLYN NY 11217

GARY BETTY BENNETT  
10791 CORNEILS RD  
PLANO IL 60545

JOHN MEYER  
90 SHORE DR  
OGDEN DUNES IN 463681007

SCOTT BRUMMEL BRUMMEL REALTY TEQUILA SUNRISE ENTERPRISES LLC  
1107 S BRIDGE ST STE D  
YORKVILLE IL 60560

GARY BETTY BENNETT  
10791 CORNEILS RD  
PLANO IL 60545

PATRICIA A BAKALA  
10711 CORNEILS RD  
PLANO IL 60545

LARRY WALLIS NELSON LAND COMPANY  
55 LANE 140 B  
LAKE GEORGE  
FREMONT IN 46737

Property Information		
<b>Parcel Number</b> 02-08-300-008	<b>Site Address</b> 10791 CORNELIS RD PLANO, IL 60545	<b>Owner Name &amp; Address</b> BENNETT, GARY & BETTY 10791 CORNELIS RD PLANO, IL, 60545
<b>Tax Year</b> 2023 (Payable 2024) ▼		
<b>Sale Status</b> None	<b>Neighborhood Code</b>	<b>Land Use</b>
<b>Property Class</b> 0011 - HOMESITE-DWELLING	<b>Tax Code</b> BR001 -	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 169,338	<b>Tax Rate</b> 8.202910	<b>Total Tax</b> \$14,126.40
<b>Township</b> Bristol Township	<b>Acres</b> 47.1859	<b>Mailing Address</b>
<b>Tract Number</b>	<b>Lot Size</b>	<b>TIF Base Value</b> 0
<b>Legal Description</b> SEC.17-37-7 DOC.87-1552		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	13,000	137,788	21,550	8,000	0	180,338
Department of Revenue	13,000	137,788	21,550	8,000	0	180,338
Board of Review Equalized	13,000	137,788	21,550	8,000	0	180,338
Board of Review	13,000	137,788	21,550	8,000	0	180,338
S of A Equalized	13,000	137,788	21,550	8,000	0	180,338
Supervisor of Assessments	13,000	137,788	21,550	8,000	0	180,338
Township Assessor	13,000	137,788	21,550	8,000	0	180,338
Prior Year Equalized	13,000	137,788	21,550	8,000	0	180,338

Billing			
	1st Installment (Due 06/11/2024)	2nd Installment (Due 09/11/2024)	Totals
<b>Tax Billed</b>		\$6,945.32	\$13,890.64
<b>Penalty Billed</b>		\$0.00	\$0.00
<b>Cost Billed</b>		\$0.00	\$0.00
<b>Fees/Liens/SSA Billed</b>		\$117.88	\$235.76
<b>Total Billed</b>		\$7,063.20	\$14,126.40
<b>Amount Paid</b>		\$7,063.20	\$7,063.20
<b>Total Unpaid</b>		\$0.00	\$7,063.20
<b>Paid By</b>	BENNETT, GARY & BETTY		
<b>Date Paid</b>	6/11/2024		

No Forfeiture Information

Exemptions						
Exemption Type	Requested Date	Granted Date	Renewal Date	Prorate Date	Requested Amount	Granted Amount
Owner Occupied	3/30/2010	3/30/2010	2/16/2023		6,000	6,000
Senior Citizen	2/24/2015	2/24/2015	2/16/2023		5,000	5,000

Farmland			
Land Type	Acres	EAV	
HOMESITE	1.8586	0	
CROPLAND	41.5251	21,310	
OTHER FARMLAND	3.4766	240	
PUBLIC ROAD	0.3256	0	
<b>Totals</b>	<b>47.1859</b>	<b>21,550</b>	

[Click to open Farmland Details](#)

No Genealogy Information

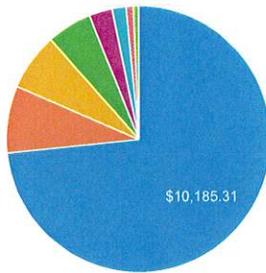
Related Names	
<b>Parcel Owner</b>	BENNETT, GARY & BETTY 10791 CORNEILS RD PLANO, IL, 60545
<b>Mailing Flags</b>	Tax Bill Delinquent Notice
	Change Notice Exemption Notice

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2023	202300008467		10/24/2022	GARY & BETTY BENNET	UNITED CITY OF YORKVILLE	\$12,500.00	\$0.00	\$12,500.00
2023	202300008468		10/24/2022	GARY & BETTY BENNET	UNITED CITY OF YORKVILLE	\$12,500.00	\$0.00	\$12,500.00

No Redemptions

Taxing Bodies

District	Tax Rate	Extension
SCHOOL DIST CU-88	6.014780	\$10,185.31
BRISTOL-KENDALL FPD	0.671570	\$1,137.22
COUNTY	0.567050	\$960.22
JR COLLEGE #516	0.451510	\$764.58
PLANO COMM LIB DIST	0.227420	\$385.11
FOREST PRESERVE	0.142570	\$241.43
BRISTOL TOWNSHIP	0.074290	\$125.80
BRISTOL ROAD DISTRICT	0.053720	\$90.97
<b>TOTAL</b>	<b>8.202910</b>	<b>\$13,890.64</b>



- SCHOOL DIST CU-88
- BRISTOL-KENDALL FPD
- COUNTY
- JR COLLEGE #516
- PLANO COMM LIB DIST
- FOREST PRESERVE
- BRISTOL TOWNSHIP
- BRISTOL ROAD DISTRICT

Property Information		
<b>Parcel Number</b> 02-08-300-012	<b>Site Address</b>	<b>Owner Name &amp; Address</b> BENNETT, GARY L & BETTY S 10791 CORNIELS RD PLANO, IL, 60545
<b>Tax Year</b> 2023 (Payable 2024) ▼		
<b>Sale Status</b> None	<b>Neighborhood Code</b>	<b>Land Use</b>
<b>Property Class</b> 0021 - FARMLAND	<b>Tax Code</b> BR001 -	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 12,560	<b>Tax Rate</b> 8.202910	<b>Total Tax</b> \$1,139.80
<b>Township</b> Bristol Township	<b>Acres</b> 21.9399	<b>Mailing Address</b>
<b>Tract Number</b>	<b>Lot Size</b>	<b>TIF Base Value</b> 0
<b>Legal Description</b> SEC 8 & 17-37-7 23.58 ACS DOC 89-2491 PT SW SEC 8-37-7 & PT NW SEC 17-37-7 LYG N OF RD		

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	
DOR Equalized	0	0	12,560	0	0	12,560	
Department of Revenue	0	0	12,560	0	0	12,560	
Board of Review Equalized	0	0	12,560	0	0	12,560	
Board of Review	0	0	12,560	0	0	12,560	
S of A Equalized	0	0	12,560	0	0	12,560	
Supervisor of Assessments	0	0	12,560	0	0	12,560	
Township Assessor	0	0	12,560	0	0	12,560	
Prior Year Equalized	0	0	11,770	0	0	11,770	

Billing			
	1st Installment (Due 06/11/2024)	2nd Installment (Due 09/11/2024)	Totals
<b>Tax Billed</b>		\$515.15	\$1,030.30
<b>Penalty Billed</b>		\$0.00	\$0.00
<b>Cost Billed</b>		\$0.00	\$0.00
<b>Fees/Liens/SSA Billed</b>		\$54.75	\$109.50
<b>Total Billed</b>		\$569.90	\$1,139.80
<b>Amount Paid</b>		\$569.90	\$569.90
<b>Total Unpaid</b>		\$0.00	\$569.90
<b>Paid By</b>	BENNETT, GARY L & BETTY S		
<b>Date Paid</b>	6/11/2024		

No Forfeiture Information

No Exemptions

Land Type	Acres	EAV
CROPLAND	18.6696	12,330
OTHER FARMLAND	2.3796	190
WASTELAND - CONTRIB	0.8793	40
PUBLIC ROAD	0.0114	0
<b>Totals</b>	<b>21.9399</b>	<b>12,560</b>

[Click to open Farmland Details](#)

No Genealogy Information

Related Names

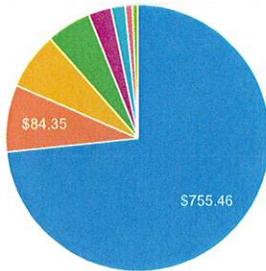
<b>Parcel Owner</b>	BENNETT, GARY L & BETTY S 10791 CORNIELS RD PLANO, IL, 60545
<b>Mailing Flags</b>	Tax Bill Delinquent Notice
	Change Notice Exemption Notice

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2023	202300008467		10/24/2022	GARY & BETTY BENNET	UNITED CITY OF YORKVILLE	\$12,500.00	\$0.00	\$12,500.00
2023	202300008468		10/24/2022	GARY & BETTY BENNET	UNITED CITY OF YORKVILLE	\$12,500.00	\$0.00	\$12,500.00
2000	2000-3689	Deed	3/1/2000	KRESL, DORCAS A	BENNETT, GARY L & BETTY S	\$68,500.00	\$0.00	\$68,500.00

No Redemptions

Taxing Bodies

District	Tax Rate	Extension
SCHOOL DIST CU-88	6.014780	\$755.46
BRISTOL-KENDALL FPD	0.671570	\$84.35
COUNTY	0.567050	\$71.23
JR COLLEGE #516	0.451510	\$56.71
PLANO COMM LIB DIST	0.227420	\$28.56
FOREST PRESERVE	0.142570	\$17.91
BRISTOL TOWNSHIP	0.074290	\$9.33
BRISTOL ROAD DISTRICT	0.053720	\$6.75
<b>TOTAL</b>	<b>8.202910</b>	<b>\$1,030.30</b>



- SCHOOL DIST CU-88
- BRISTOL-KENDALL FPD
- COUNTY
- JR COLLEGE #516
- PLANO COMM LIB DIST
- FOREST PRESERVE
- BRISTOL TOWNSHIP
- BRISTOL ROAD DISTRICT



ONE COMPANY.  
INFINITE SOLUTIONS.

October 31, 2024

Ms. Sara Mendez, Planner I  
United City of Yorkville  
Community Development  
651 Prairie Pointe  
Yorkville, IL 60560

RE: PZC 2024-22 Beecher Road Solar, LLC (Expansion) – Solar Farm  
Special Use and Variance

**Atwell, LLC Project No. 24003183**

Ms. Mendez,

Atwell, LLC is in receipt of City of Yorkville’s Review Comments from the Planner, EEI’s and Hey and Associate’s as provided in the Memorandum, dated October 16, 2024, and reviewed in the Plan Council Meeting on October 24, 2024. regarding their review of the submittal made for the proposed Beecher Solar, LLC project at 10791 Cornelis Road, Yorkville Illinois. We have revised the plans according to those comments, and we offer the following responses.

**City of Yorkville Planner I (Sara Mendez) Comments:**

Comment 1: *The petitioner shall provide staff with a written response of the operations phase of the lease for the proposed solar farm project.*

**Response:** *The Operations and Maintenance Plan was submitted to Sara on October 30<sup>th</sup> but Matt Kwiatkowski via email.*

Comment 2: The solar panels appear to encroach into the required front (south) yard setback. The minimum distance required for the front (south) yard is 1000 feet. The petitioner has filed a variance request to maintain 482 feet from the front (south) setback.

**Response:** *This comment has been acknowledged.*

Comment 3: Staff notes the approved Corneils Road Solar project, in addition to the proposed solar farm on parcel number #02-08-300-008, may exceed the allowed 80% occupancy for a solar farm use in the A-1 Agricultural District. Staff requests that the petitioner verify the total acreage occupied by the solar farm use for each parcel (#02-08-300-008, #02-08-300-012, and #02-08-300-011) associated with the approved Corneils Road Solar project.

**Response:** *An exhibit detailing out these areas have been provided with this submission. In addition, this computation has been provided on Sheet C-200.*

Comment 4: Staff requests the petitioner provide a viewshed from angles around the solar farm which illustrate how far away the panels will be from the public right-of-way (Corneils Road).

**Response:** *This exhibit will be provided for the meeting on November 6<sup>th</sup>.*

Comment 5: Staff requests the petitioner provide the total linear foot perimeter that the fence will enclose. A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD).

**Response:** *The total linear footage of the perimeter fence is 4,157 feet. This has been added to the site data table on Sheet C-200. A note for the Knox-box has been added to the access point on sheet C-200 and to the Chain Link fence detail on sheet C-500.*

Comment 6: 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.

**Response:** *A Decommissioning with the 3% annual inflation rate has been provided with this submission.*

Comment 7: Staff notes the acreage for the approved Corneils Road Solar in addition to the proposed solar farm would be greater than the primary agricultural use for parcel #02-08-300-008. Staff requests that the petitioner verify the total acreage occupied by the solar farm use for each parcel (#02-08-300-008, #02-08-300-012, and #02-08-300-011) associated with the approved Corneils Road Solar project.

**Response:** *An exhibit detailing out these areas have been provided with this submission. In addition, this computation has been provided on Sheet C-200.*

**EEI Review Comments:**

- Comment 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*
  - *IDNR for work in the floodway*

**Response:** **Acknowledged, the listed permits will be obtained with the Final Engineering Plans.**

- Comment 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. In addition, solar farms can follow the guidance of the "Detention Requirements for Solar Developments" memo dated 7/10/2024. A stormwater management report should be submitted.*

**Response:** **Per the threshold outlined in the memo, the proposed project proposes 0.47 acres (20,629 SF) of new impervious area which is below the 32,00 SF threshold for detention. The project "development area" is less than the 45,000 SF threshold as well. Thus, detention is not required.**

- Comment 3: *Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.*

**Response:** **Acknowledged, the property will be developed in accordance with the City of Yorkville's Wetland Protection Regulations.**

- Comment 4: *A field tile survey will be required.*

**Response:** **Acknowledged, a drain tile survey will be provided with final engineering permits.**

- Comment 5: *A portion of the site is in the floodplain of Rob Roy Creek. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance.*

**Response:** **Acknowledged, the property will be developed in accordance with the floodplain provisions of the City's stormwater ordinance.**

- Comment 6: *A portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.*

**Response:** **An IDNR permit will be obtained with Final Engineering Plans.**

Comment 7: *No solar equipment will be allowed within existing sanitary sewer easements.*

**Response:** **No solar equipment is proposed within the existing sanitary sewer easements.**

Comment 8: *The decommissioning bond or letter of credit will need to be 120% of the approved estimate.*

**Response:** **A draft of the decommissioning estimate based on the SUP plans has been provided with this submittal. A final estimate and bond/letter of credit will be provided with final the final engineering plans.**

Comment 9: *It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Corneils Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the city. We have completed a cost estimate for the section of roadway across the frontage of the development. The total cost is estimated to be \$482,210. Therefore the amount due for this development would be half of the total or \$241,105.*

**Response:** **Acknowledged, this will be provided with Final Engineering.**

Comment 10: *We have provided the landscaping plans to the City's landscaping consultant and comments will be forwarded when available.*

**Response:** **Acknowledged.**

Comment 11: The following will need to be submitted with Final Engineering Plans:

- a) Additional information as shown in the provided checklist.
- b) Truck turning exhibits for delivery and emergency vehicles.
- c) Photometric plan
- d) Decommissioning cost estimate
- e) Stormwater management submittal

**Response:** **Acknowledged. The decommissioning cost estimate for the SUP plans has been provided with the submittal. No lighting is proposed. All other information will be provided with Final Engineering Plans.**

**Hey and Associates, Inc Review Comments:**

Comment 1: *For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.*

**Response: Acknowledged.**

Comment 2: *The reviewed plans were largely illegible due to small size and low resolution. 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).*

**Response: A detailed view of the proposed landscaping has been provided. Please note that the PDF file being submitted from our end is legible. If they appear to be illegible on your end, please reach out to us and we can provide a new PDF or a hard copy. There may be an issue with the file sizes.**

Comment 3: *Building Foundation Landscape Zone  
No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.*

**Response: Acknowledged.**

Comment 4: *Parking Area Perimeter Landscape Zone  
No off-street parking areas abut public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.*

**Response: Acknowledged.**

Comment 5: *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.*

**Response: Acknowledged.**

Comment 6: *Transition Zone  
Because adjacent land use is agricultural, transition zone requirements do not apply.*

**Response: Acknowledged.**

Comment 7: *Species Diversity Requirement  
The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed but is illegible.*

**Response: The pollinator friendly seed mix has been enlarged for readability.**

Comment 8: *Tree Preservation and Removal*

*No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.*

*The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed but is illegible.*

**Response:** **No trees along the corridor are proposed to be removed with the Beecher Solar project. The pollinator friendly seed mix has been enlarged for readability.**

Comment 9: *Street Trees*

*Previous submittals included street tree plantings, but none are shown on the current plans.*

**Response:** **Please reference the shade trees along Corneils Road. These are noted to be installed with the Corneils Solar project, but if they are not installed then they are to be installed with the Beecher development.**

Comment 10: *General*

*The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.*

*A Plant Schedule included on the Landscape Plan sheet C-400 indicates 39 evergreen trees and 195 shrubs are proposed, but these plantings were not found on the plan.*

**Response:** **The pollinator friendly seed mix has been enlarged for readability. A Vegetation Management and Maintenance Plan will be provided with final engineering plans. A detail view of proposed landscaping layout is provided on Sheet C-401. The specific locations of the proposed species will be provided with final engineering plans.**

Comment 11: *Wetlands*

*A valid wetland delineation and jurisdictional determination of the proposed project area are required.*

*A linear buffer along all watercourses is required. Buffer width shall be calculated per City or USACE requirements, whichever is more stringent.*

*Any impacts to wetlands or waters must be clearly identified on the plans. Additional comments may be provided after complete information is submitted.*

**Response:** **A Wetland Determination/Delineation report has been provided with this submittal. We determined there are no wetlands located on site. An existing watercourse buffer is shown on sheet C-200 which is being avoided.**

We trust that these responses will satisfy the concerns outlined in your review letter. Should there be any additional questions or concerns, please contact me at (630) 281-8424.

Sincerely,  
**ATWELL, LLC**

A handwritten signature in blue ink that reads "Micheal B. Keith". The signature is written in a cursive style with a small star-like mark at the end of the last name.

Micheal B. Keith, P.E.  
Project Manager



# BEECHER ROAD SOLAR, LLC

## A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

# SPECIAL USE APPLICATION PLANS

### DEVELOPMENT TEAM

#### PROJECT OWNER

NEXAMP, INC.  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (617) 431-1440

#### APPLICANT/CONTRACTOR

BEECHER ROAD SOLAR, LLC  
101 SUMMER STREET, SECOND FLOOR  
BOSTON, MA 02110  
PHONE: (317) 760-3190  
CONTACT: MATT KWIATKOWSKI

#### CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR

ATWELL, LLC  
1250 EAST DIEHL ROAD, SUITE 300  
NAPERVILLE, IL 60563  
PHONE: (630) 577-0800  
FAX: (630) 577-0900  
CONTACT: MICHAEL KEITH, P.E.

### GOVERNING AGENCIES CONTACTS

#### PLANNING

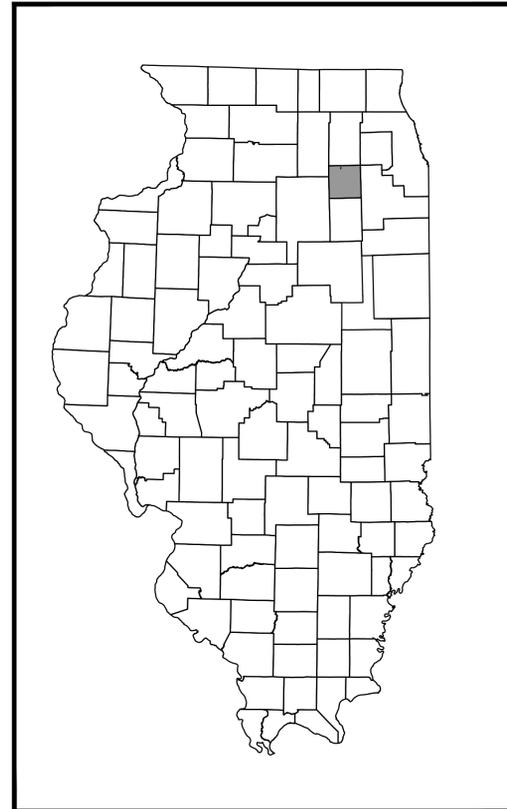
UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, IL 60560  
(630) 553-8573  
CONTACT: KRYSTI BARKSDALE-NOBLE

#### HIGHWAY

UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, ILLINOIS, 60560  
(630) 466-6700

#### EROSION & SEDIMENTATION

KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT  
7775A ROUTE 47  
YORKVILLE, IL 60560  
(630) 553-5821 X 3  
CONTACT: JULIE BROWN



**ILLINOIS**  
NOT TO SCALE

### SHEET INDEX

- C-000 COVER SHEET
- C-100 EXISTING CONDITIONS PLAN
- C-200 SITE LAYOUT PLAN
- C-300 STORMWATER MANAGEMENT PLAN
- C-400 LANDSCAPE PLAN
- C-401 DETAILED LANDSCAPE PLAN
- C-500 STANDARD DETAILS



**KENDALL COUNTY**  
NOT TO SCALE



**VICINITY MAP**  
SCALE: 1" = 5000'



Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

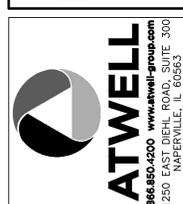
**BEECHER ROAD SOLAR, LLC**  
SPECIAL USE APPLICATION PLANS  
10791 CORNEILS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**COVER SHEET**  
**NOT FOR CONSTRUCTION**  
Scale: As Noted  
Approved by: MBK  
Drawn by: LEH

Dwg No: **C-000** Size: ARCH D Sheet Rev: **G**



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

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 24003183C-000-CV.DWG

**LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING CONTOUR
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- OHE EXISTING OVERHEAD ELECTRIC
- OHTV EXISTING OVERHEAD CABLE
- ROB ROY CREEK
- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WETLAND BUFFER
- EXISTING VEGETATION LINE
- BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
- SECTION CORNER
- FOUND IRON ROD
- FOUND PK NAIL
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING TELEPHONE RISER
- EXISTING ELECTRIC MARKER
- EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
- APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

**LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 11808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.**

**PARCEL 1:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

**PARCEL 3:**  
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST, 1,057.46 FEET; THENCE NORTH 89°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET; THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST, 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

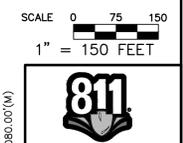
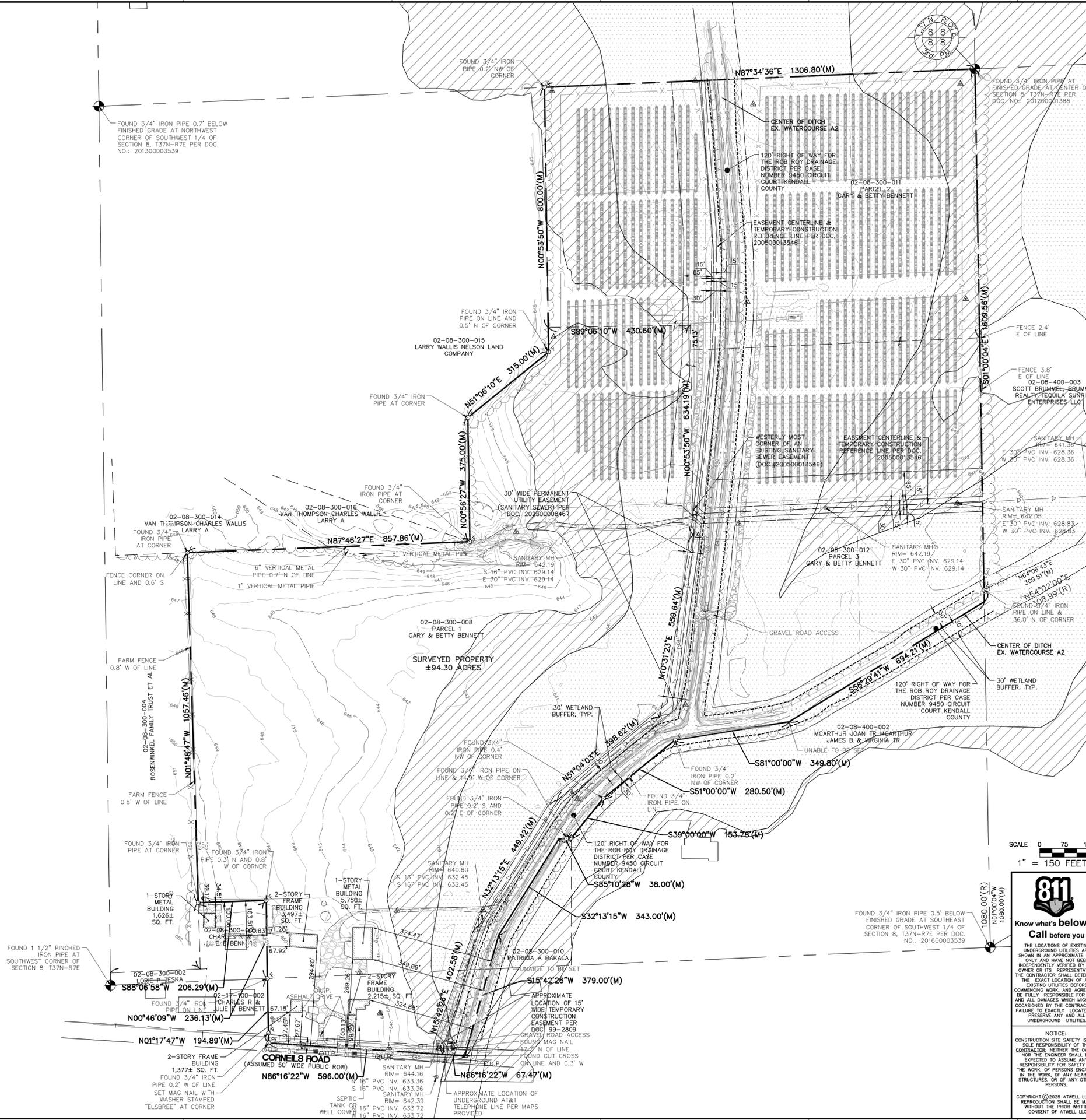
TO A POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE, CONVERSIONS: -0.0868722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS WATERWAY REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT



**811**  
 Know what's below.  
 Call before you dig.  
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND SHOULD NOT BE INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND UNDERGROUND UTILITIES.

NOTICE:  
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**  
 101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
 666.650.4200 www.atwell-group.com  
 1250 EAST DUELL ROAD, SUITE 300  
 DESIGN FIRM #184-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: **BEECHER ROAD SOLAR, LLC**  
 SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

Project: **BEECHER ROAD SOLAR, LLC**  
 SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**EXISTING CONDITIONS PLAN**  
**NOT FOR CONSTRUCTION**  
 Scale: As Noted Approved by: MBK  
 Drawing Title: **C-100**  
 Dwg No: Size: ARCH D Sheet Rev: **G**

**LEGEND**

---	BOUNDARY LINE
---	EXISTING ROW
---	BOUNDARY ADJACENT LINE
---	BUILDING SETBACK LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING PAVEMENT
---	EXISTING GRAVEL
---	PROPOSED GRAVEL ACCESS DRIVE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING OVERHEAD ELECTRIC LINE
---	PROPOSED OVERHEAD ELECTRIC LINE
---	PROPOSED UNDERGROUND ELECTRIC LINE
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	LIMITS OF DISTURBANCE
---	EXISTING UTILITY POLE
---	PROPOSED UTILITY POLE
---	EXISTING UTILITY POLE PROPOSED WITH CORNELIS SOLAR
---	PROPOSED GRAVEL ACCESS DRIVE
---	PROPOSED HMA ACCESS ROAD
---	EXISTING GRAVEL
---	APPROXIMATE FLOOD ZONE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
---	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET

**SITE DATA**

PIN: 02-08-300-008 AND 02-08-300-012  
 JURISDICTION: KENDALL COUNTY  
 ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)  
 CURRENT LAND USE: AGRICULTURAL  
 PARCEL AREA: ± 94.30 ACRES  
 FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED	SITE DATA	94.30 AC
FRONT (SOUTH) *	1000'	917.3'	SITE AREA (ALL 3 PARCELS)	94.30 AC
SIDE (EAST)	50.0'	50.0'	FENCED AREA (BEECHER)	20.3 AC
SIDE (WEST)	50.0'	57.8'	FENCED AREA (CORNELIS)	31.5 AC
REAR (NORTH)	50.0'	50.1'	TOTAL LOT OCCUPANCY %	54.9%
MINIMUM PANEL CLEARANCE ** (FROM GROUND TO BOTTOM EDGE)	10'		FENCE LENGTH (BEECHER)	5578 LF
			LIMITS OF DISTURBANCE	25.7 AC
MAXIMUM ALLOWABLE HEIGHT	30'		TRACKER MOTORS	121

**SETBACK REQUIREMENTS ARE FOR SOLAR PANELS AND EQUIPMENT PAD, FENCES ARE EXCLUDED.**

- \* VARIANCE IS BEING REQUESTED FOR THE 1000' SETBACK AND THE MINIMUM PANEL CLEARANCE.
- \*\* VARIANCE IS BEING REQUESTED TO DECREASE THE MINIMUM CLEARANCE.

**GENERAL NOTES**

- THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
- LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
- ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
- FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

**ZONING DISTRICT:**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.

**LAYOUT AND MATERIALS NOTES:**

- ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL RECTIFY SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
- PROTECT EXISTING PROPERTY MONUMENTS AND ADJUTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

**GRADING, DRAINAGE AND UTILITY NOTES:**

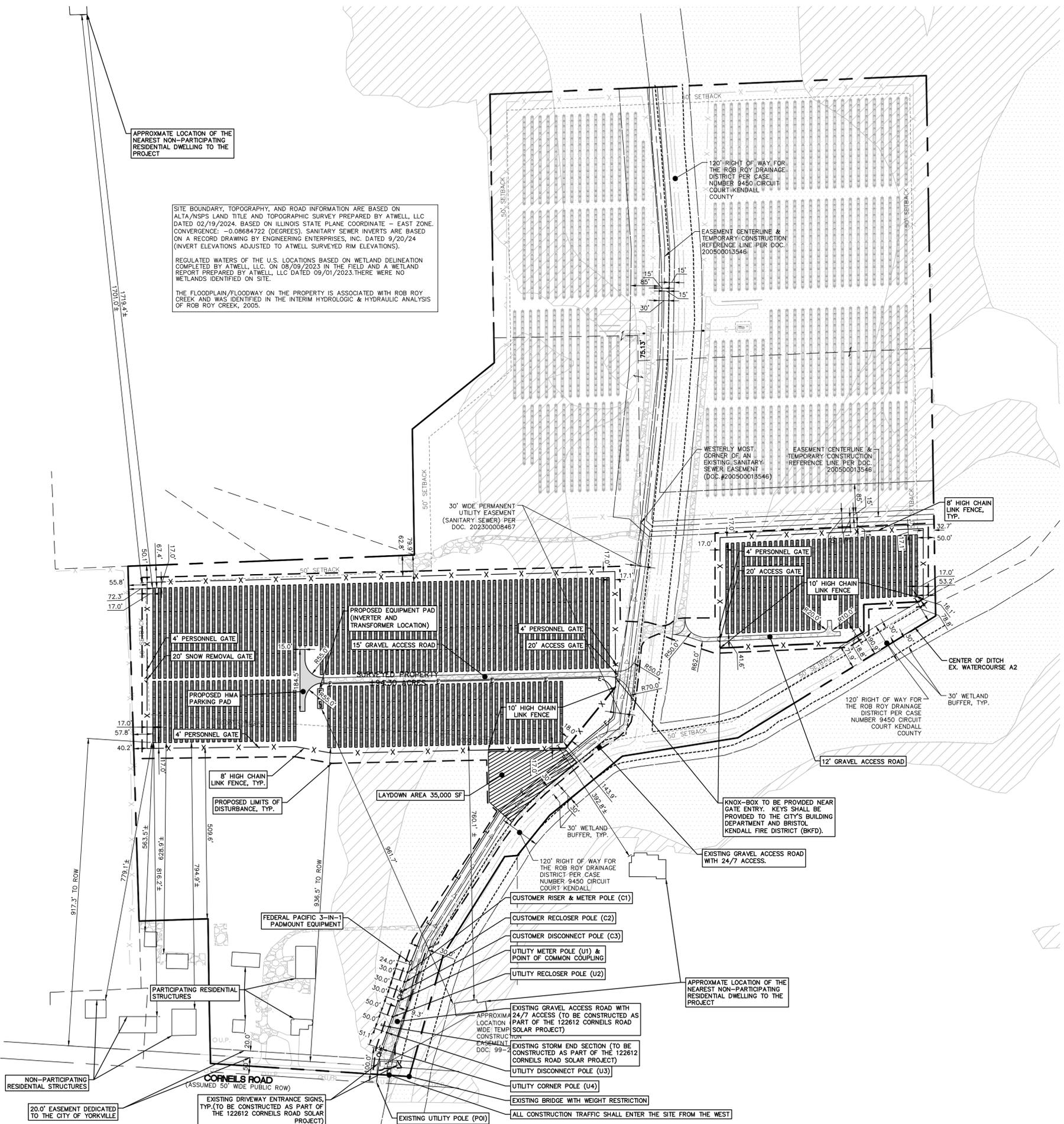
- UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
- 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 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
- WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
- PITCH EVENLY BETWEEN SPOT GRADES.
- THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
- EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.

APPROXIMATE LOCATION OF THE NEAREST NON-PARTICIPATING RESIDENTIAL DWELLING TO THE PROJECT

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024, BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.0884722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.



SCALE 0 75 150  
 1" = 150 FEET

**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 ADEQUATE 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, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2825 Web: nexamp.com

**ATWELL**  
 866.850.4200 www.atwell-group.com  
 1250 EAST DITCH ROAD, SUITE 300  
 DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

Project: **BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNIFIED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

**SITE LAYOUT PLAN**  
 NOT FOR CONSTRUCTION  
 Scale: As Noted  
 Drawing by: LEH  
 Approved by: MBK

Dwg No: **C-200** Size: ARCH D Sheet Rev: **G**

**LEGEND**

	BOUNDARY LINE
	EXISTING ROW
	BOUNDARY ADJACENT LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING CONTOUR
	EXISTING STORM SEWER
	LIMITS OF DISTURBANCE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	BASE FLOOD ELEVATION = 644.06 FT AS PROVIDED IN PRELIMINARY FLOODPLAIN ANALYSIS (SEE NOTE THIS SHEET)
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEL, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEL, SEE NOTE THIS SHEET

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	78	5.4
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	19.3
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.7
D	UNRATED (D ASSUMED)	89	0.3
COMBINED CN=			84

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	BRUSH, GOOD	48	5.4
C	BRUSH, GOOD	65	18.6
-	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	1.4
D	UNRATED (D ASSUMED)	73	0.3
COMBINED CN=			63

**SOIL LEGEND**

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSP'S LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**SITE DATA TABLE**

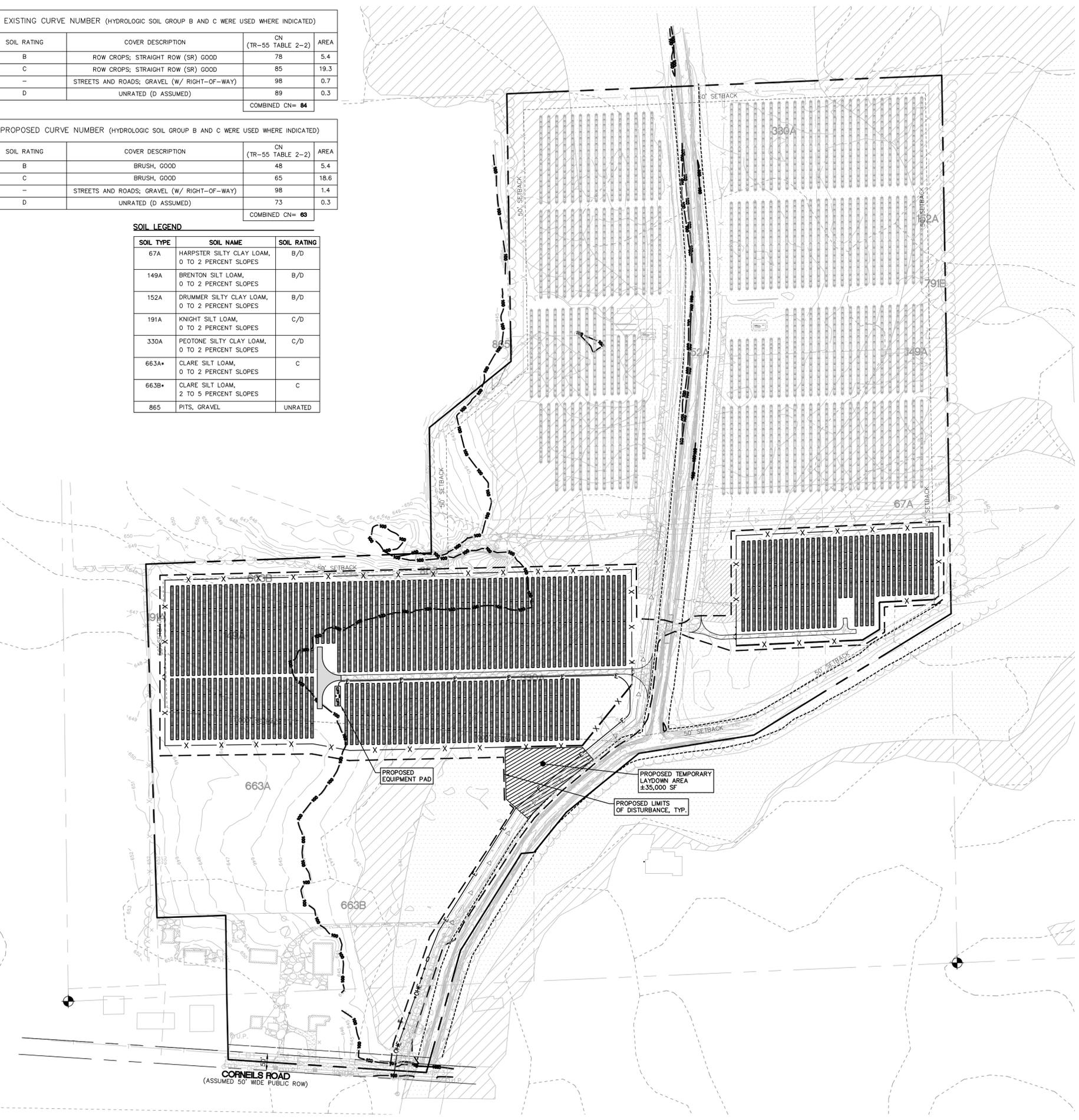
TOTAL PROJECT AREA (ACRES)	94.3
TOTAL DISTURBED AREA (ACRES)	25.7
•EXISTING IMPERVIOUS AREA (ACRES)	0.7
•PROPOSED IMPERVIOUS AREA (ACRES)	0.7
•WITHIN LIMITS OF DISTURBED AREA	

**STORMWATER SUMMARY**

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS. FINAL REPORT AND ANALYSIS WILL BE PROVIDED WITH FINAL ENGINEERING PLANS.

**EROSION CONTROL AND SEDIMENTATION NOTES:**

- 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 DENUDED 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.
- 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-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
- 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.



SCALE 0 75 150  
1" = 150 FEET



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.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
1250 EAST DIEHL ROAD, SUITE 300  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**STORMWATER MANAGEMENT PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted Approved by: MBK  
Drawn by: LEH

Dwg No: C-300 Size: ARCH D Sheet Rev: G

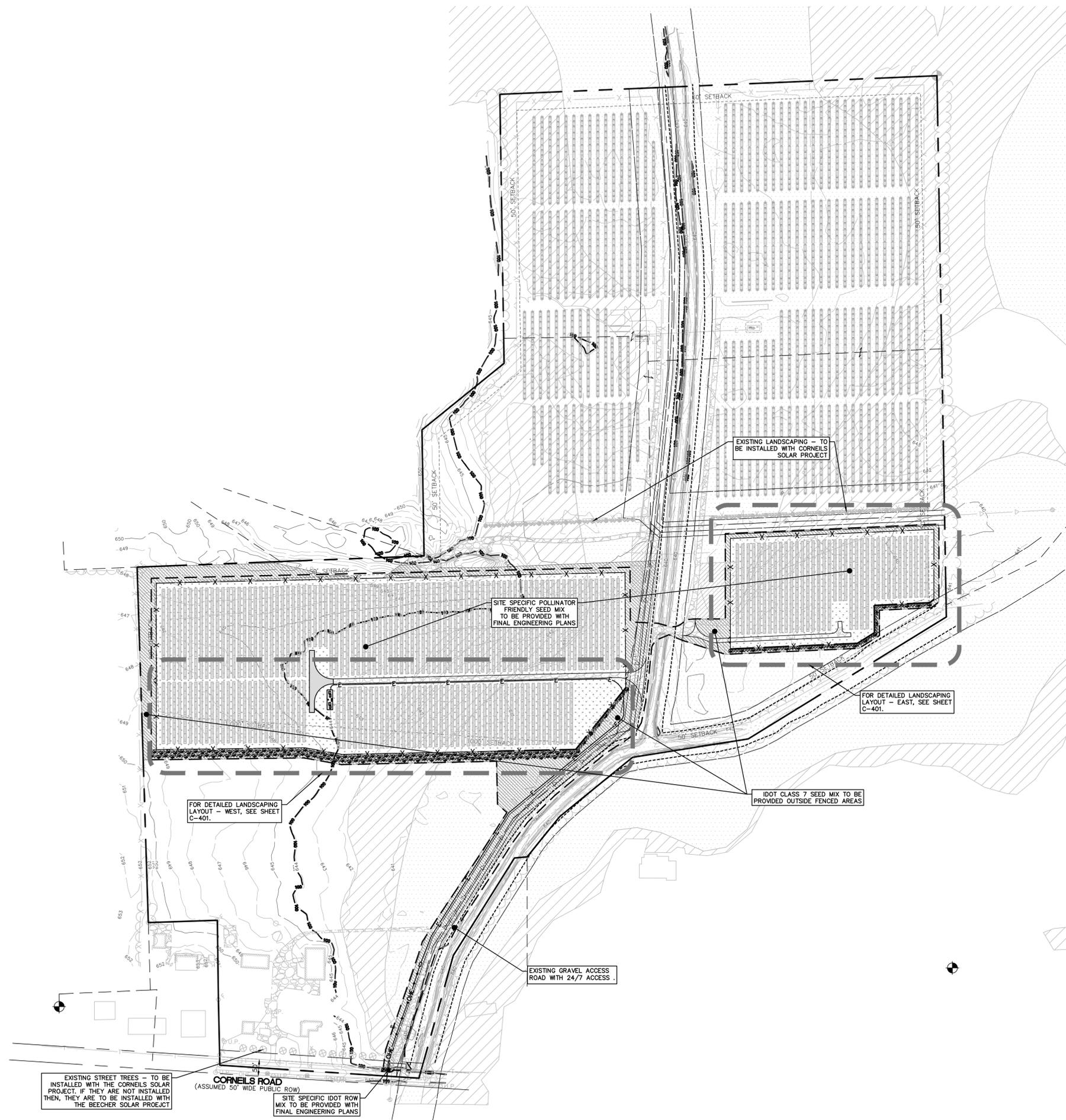
**LEGEND**

	BOUNDARY LINE
	BOUNDARY ADJACENT LINE
	EXISTING ROW
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATERCOURSE CENTERLINE
	EXISTING WATERCOURSE EDGE
	EXISTING WETLAND BUFFER
	EXISTING CONTOUR
	EXISTING STORM SEWER
	EXISTING OVERHEAD ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	EXISTING OVERHEAD CABLE
	EXISTING FENCE
	PROPOSED FENCE
	LIMITS OF DISTURBANCE
	EXISTING VEGETATION LINE

	PROPOSED POLLINATOR FRIENDLY SEED MIX
	PROPOSED IDOT CLASS 7 SEED MIX
	PROPOSED IDOT SEED MIX IN ROW
	APPROXIMATE FLOOD ZONE AE AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	APPROXIMATE FLOODWAY AS PROVIDED BY EEI, SEE NOTE THIS SHEET
	PROPOSED SHRUBS
	PROPOSED EVERGREEN TREE
	PROPOSED SHADE TREE

**PLANTING NOTES:**

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.



SCALE 0 75 150  
1" = 150 FEET



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2325 Web: nexamp.com

**ATWELL**

866.850.4200 www.atwell-group.com  
1250 EAST DEHL ROAD, SUITE 300  
DESIGN FIRM # 84-008976

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

P.E. seal/Consultant:

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
10791 CORNELIS ROAD  
UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, IL

**LANDSCAPE PLAN**

**NOT FOR CONSTRUCTION**

Scale: As Noted  
Drawn by: LEH  
Approved by: MBK

Drawing Title:

Dwg No: C-400 Size: ARCH D Sheet Rev: G

**LEGEND**

---	BOUNDARY LINE
---	BOUNDARY ADJACENT LINE
---	EXISTING ROW
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING WATERCOURSE CENTERLINE
---	EXISTING WATERCOURSE EDGE
---	EXISTING WETLAND BUFFER
---	EXISTING CONTOUR
---	EXISTING STORM SEWER
---	EXISTING OVERHEAD ELECTRIC
---	PROPOSED UNDERGROUND ELECTRIC
---	PROPOSED OVERHEAD ELECTRIC
---	EXISTING OVERHEAD CABLE
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING VEGETATION LINE
---	BASE FLOOD ELEVATION = 644.06 FT
---	PROPOSED POLLINATOR FRIENDLY SEED MIX

[Pattern]	PROPOSED IDOT CLASS 7 SEED MIX
[Pattern]	PROPOSED IDOT SEED MIX IN ROW
[Pattern]	APPROXIMATE FLOOD ZONE AE
[Pattern]	APPROXIMATE FLOODWAY
[Symbol]	PROPOSED SHRUBS
[Symbol]	PROPOSED EVERGREEN TREE

SITE BOUNDARY, TOPOGRAPHY, AND ROAD INFORMATION ARE BASED ON ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY ATWELL, LLC DATED 02/19/2024. BASED ON ILLINOIS STATE PLANE COORDINATE - EAST ZONE. CONVERGENCE: -0.08684722 (DEGREES). SANITARY SEWER INVERTS ARE BASED ON A RECORD DRAWING BY ENGINEERING ENTERPRISES, INC. DATED 9/20/24 (INVERT ELEVATIONS ADJUSTED TO ATWELL SURVEYED RIM ELEVATIONS).

REGULATED WATERS OF THE U.S. LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC, ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023. THERE WERE NO WETLANDS IDENTIFIED ON SITE.

THE FLOODPLAIN/FLOODWAY ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005.

THE BASE FLOOD ELEVATION WAS IDENTIFIED IN THE CORNELIS STORMWATER REPORT BY ATWELL, LLC DATED 3/22/24 AS 644.06 FT

**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.

**PLANT CALCULATIONS**

ORDINANCE COMPLIANCE MATRIX  
 Acres: 25.8  
 Street Frontage (Cornells Rd): 586.00 feet  
 USDA Zone: 5 (-20 degrees to -10 degrees)

**Ch. 12. LANDSCAPE ORDINANCE**  
 Section 8-12-3: GENERAL STANDARDS

Lot landscaping requirement

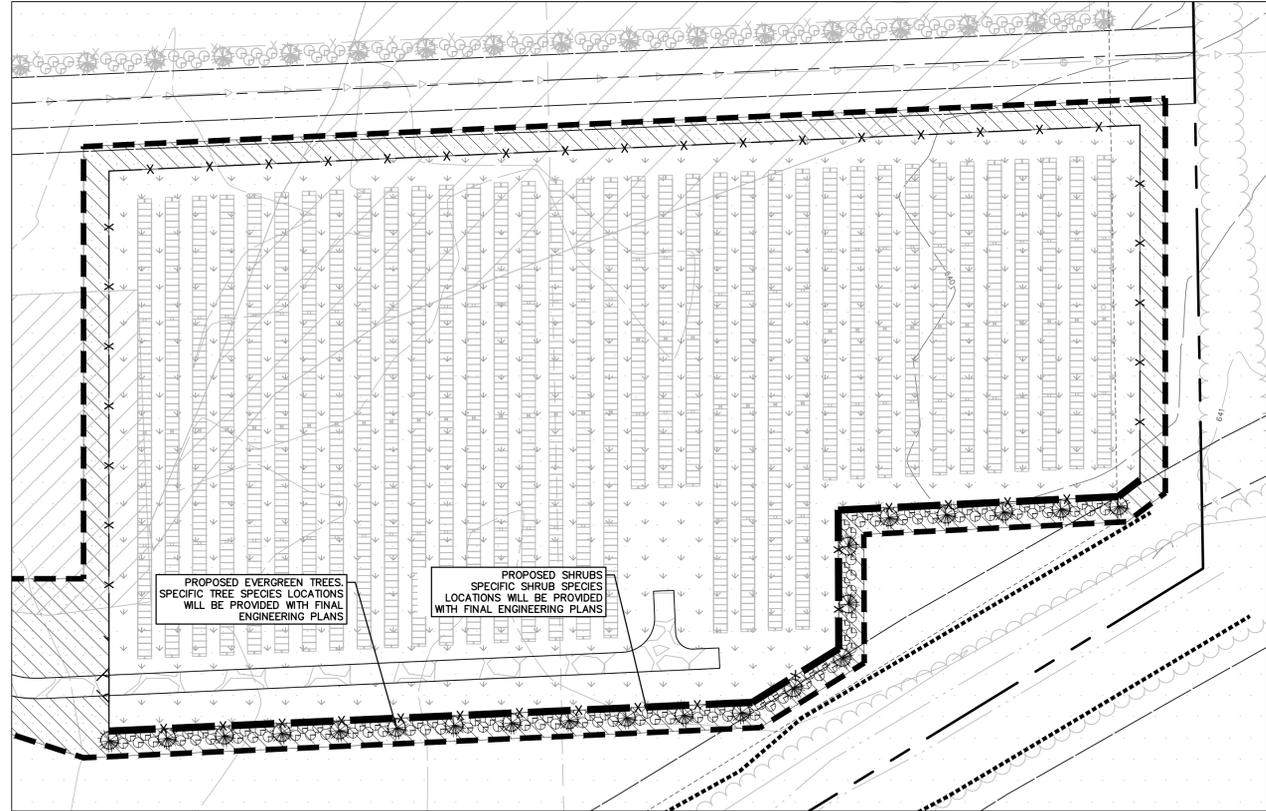
	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	112 trees	154 trees
*Assume City of Yorkville can administratively approve less total shrubs on the basis that a solar development would be hindered by more plant material.	843 shrubs	384 *shrubs

**PLANT SCHEDULE**

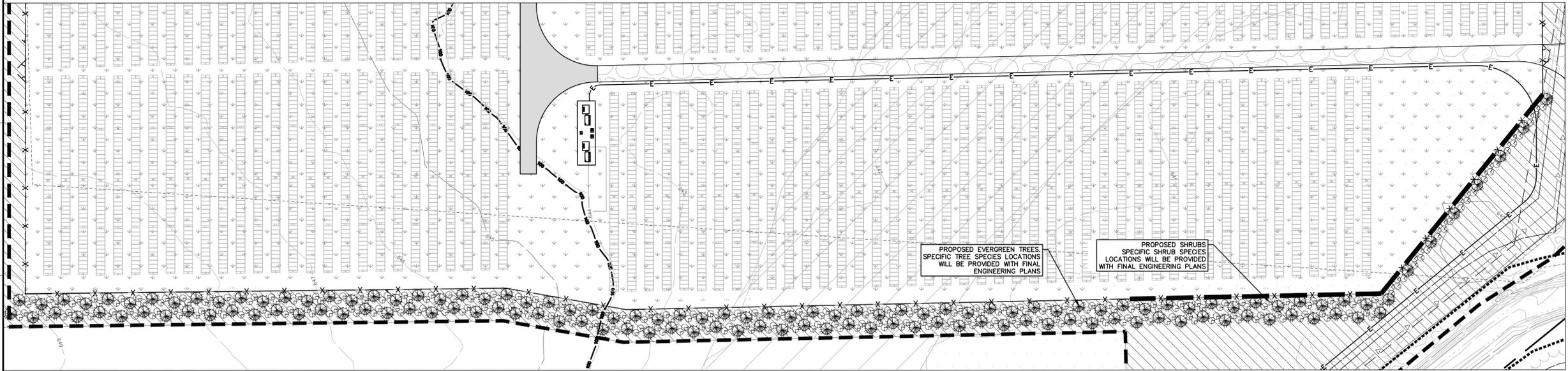
EVERGREEN TREES					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
PA	52	*Picea abies 'Cupressina'	Columnar Norway Spruce	20' H	34%
JS	51	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	15-20' H	33%
PF	51	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	20-25' H	33%
<b>Total</b>	<b>154</b>				
*Request approval of suggested alternative evergreen species					
SHRUBS					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MIXTURE %
CS	96	Cornus sericea	Redtwig Dogwood	6-12' H	25%
EA	96	Euonymus alatus	Winged Euonymus	8-12' H	25%
ID	96	Ilex decidua	Possumhaw	7-15' H	25%
SN	96	Sambucus nigra canadensis	Common Elderberry	8-12' H	25%
<b>Total</b>	<b>384</b>				

**Nexamp Representative Pollinator Friendly Seed Mix**

Common Name	Scientific Name	% of Mix	Seeds/lb
<b>Grasses</b>			
Bouteloua curtipendula	Bouteloua curtipendula	34.25%	9.43
Bromus kalmii	Bromus kalmii	0.80%	0.29
Plains Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
<b>Forbs</b>			
Common Yarrow	Achillea millefolium	0.44%	3.83
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Anemone canadensis	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkweed	Astilagus canadensis	1.99%	0.84
Calico Aster	Symphoricarpos lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rutbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphoricarpos obovatus	0.16%	0.57
Ohio Spiderwort	Tradescantia ohioensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21



DETAILED LANDSCAPING LAYOUT - EAST  
 SCALE: 1" = 50'



DETAILED LANDSCAPING LAYOUT - WEST  
 SCALE: 1" = 50'

SCALE 0 25 50  
 1" = 50 FEET

**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 CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2025 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

**nexamp**

101 Summer Street, 2nd Flr, Boston, MA 02110  
 Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**

666.650.4200 www.atwell-group.com  
 1250 EAST DIXIE ROAD, SUITE 300  
 DESIGN: FRM # 84-0039576

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/24
C	CLIENT REVIEW SET	9/13/24
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/24
E	LANDSCAPE REV PER CITY	2/4/25
F	REV PER CLIENT	2/14/25
G	FENCE UPDATE	3/21/25

**BEECHER ROAD SOLAR, LLC**

SPECIAL USE APPLICATION PLANS  
 10791 CORNELIS ROAD  
 UNITED CITY OF YORKVILLE,  
 KENDALL COUNTY, IL

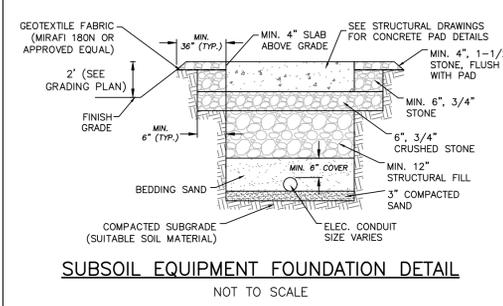
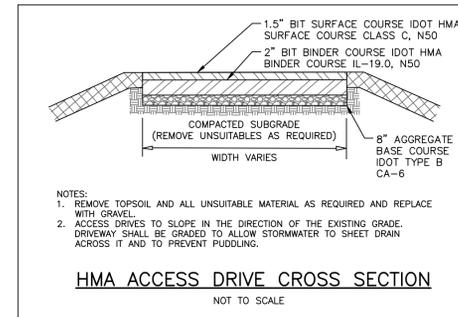
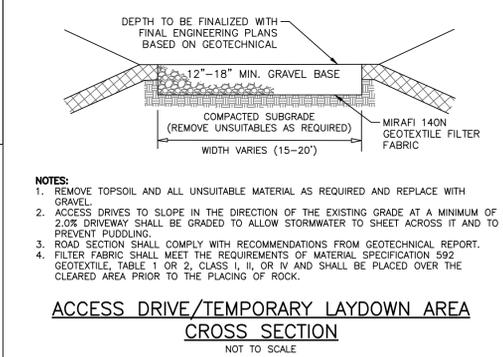
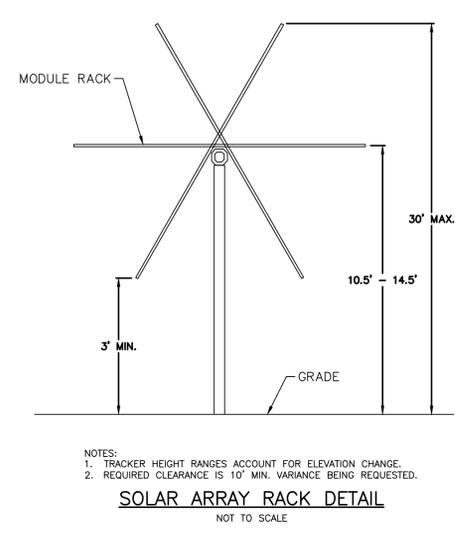
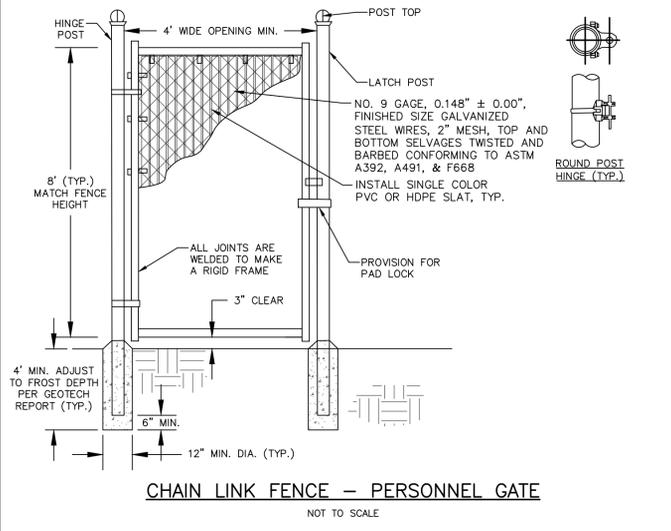
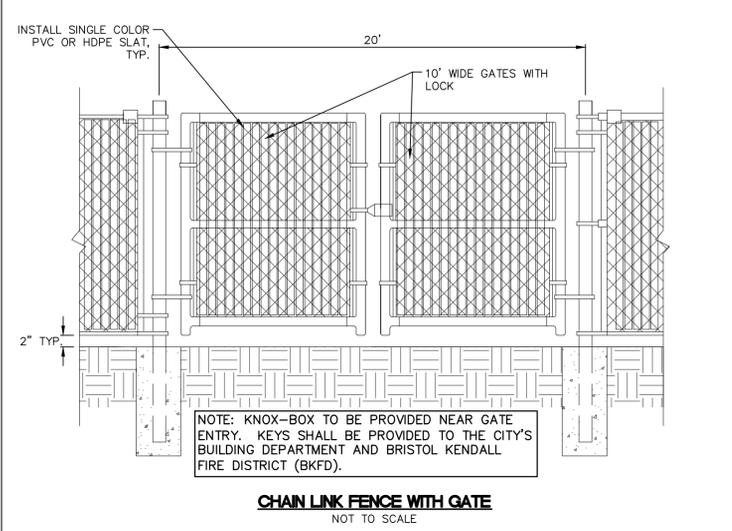
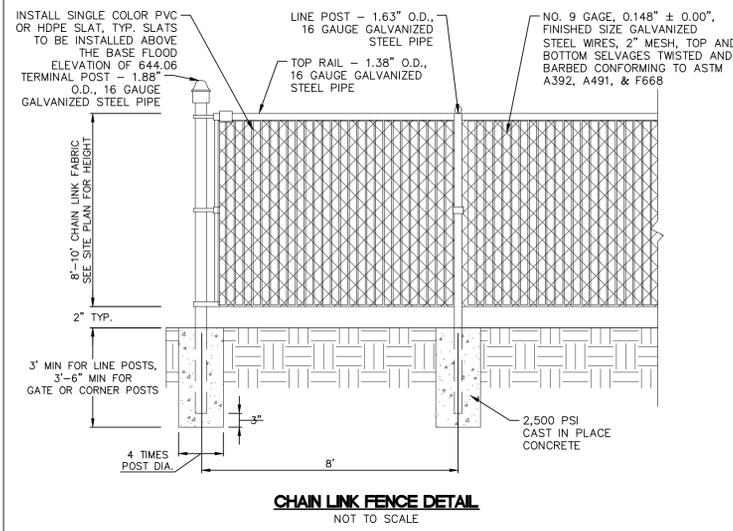
**DETAILED LANDSCAPE PLAN**  
 NOT FOR CONSTRUCTION  
 Scale: As Noted  
 Approved by: MBK  
 Drawn by: LEH

Dwg No: C-401  
 Size: ARCH D  
 Sheet Rev: G

CAD FILE: 24003183C-500-DT.DWG

A B C D E F G H

8 7 6 5 4 3 2 1



**nexamp**  
101 Summer Street, 2nd Flr, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

**ATWELL**  
www.atwell-group.com  
1230 NAPERVILLE ROAD, SUITE 300  
NAPERVILLE, IL 60563

Rev	Issued For	Date
B	CLIENT REVIEW SET	8/12/20
C	CLIENT REVIEW SET	9/13/20
D	REV PER CITY OF YORKVILLE COMMENTS	10/30/20
E	LANDSCAPE REV PER CITY	2/4/21
F	REV PER CLIENT	2/14/21
G	FENCE UPDATE	3/21/21

**BEECHER ROAD SOLAR, LLC**  
SPECIAL USE APPLICATION PLANS  
10791 CORNELLS ROAD  
UNITED CITY OF YORKVILLE, IL

**STANDARD DETAILS**  
NOT FOR CONSTRUCTION

Dwg No: C-500 Size: ARCH D Sheet No: G



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

# APPLICATION FOR SPECIAL USE

## INTENT AND PURPOSE

The purpose of the zoning code is based upon the authority of the City to divide its land into districts by use, bulk, and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process, outlines required submittal materials, and contains the application for special use.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9: Special Uses" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE

### STEP

# 1

### APPLICATION SUBMITTAL

#### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

### PLAN COUNCIL

#### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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

# APPLICATION FOR SPECIAL USE

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP 4

### PLANNING & ZONING COMMISSION

#### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP 5

### CITY COUNCIL

#### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

## SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

#### PETITIONER

- Signed and Notarized Application
- Required Plans, Exhibits, and Fees
- Certified Mailing of Public Notice
- Signed Certified Affidavit of Mailings
- Attendance at All Meetings

#### CITY STAFF

- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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

# APPLICATION FOR SPECIAL USE

## SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

## DORMANT APPLICATIONS

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

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

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

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



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

# APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 450.00
	$\underline{25} - 5 = \underline{20} \times \$10 = \underline{\$200.00} + \$250 = \$ \underline{\$450.00}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 15,000.00
<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>			\$21,700.00



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

# APPLICATION FOR SPECIAL USE

DATE: August , 2024	PZC NUMBER:	DEVELOPMENT NAME: Beecher Road Solar, LLC
<b>PETITIONER INFORMATION</b>		
NAME: Matt Kwiatkowski	COMPANY: Beecher Road Solar, LLC	
MAILING ADDRESS:		
CITY, STATE, ZIP:	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 317-760-3190	
EMAIL: mkwiatkowski@nexamp.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 10791 Corneils Road, Yorkville, Illinois 60560		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:		
CURRENT ZONING CLASSIFICATION: A-1	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: A-1/R-2	
REQUESTED SPECIAL USE: A-1 Special Use for a Solar array		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: A-1 and R-2		
EAST: A-1 and R-2		
SOUTH: A-1		
WEST: County of Kendall A-1/M-1/ Special Use		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
02-08-300-008		
02-08-300-012		



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

# APPLICATION FOR SPECIAL USE

<b>ATTORNEY INFORMATION</b>	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, Illinois 60560	TELEPHONE: 630-553-9500
EMAIL: <a href="mailto:dkramer@dankramerlaw.com">dkramer@dankramerlaw.com</a>	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: <a href="mailto:mkeith@atwell-group.com">mkeith@atwell-group.com</a>	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: <a href="mailto:mkeith@atwellgroup.com">mkeith@atwellgroup.com</a>	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>	



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

# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Beecher Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE 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.



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

# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

*M R W*

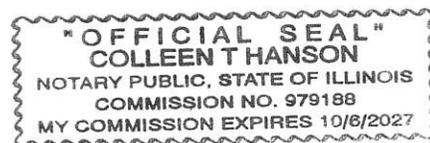
\_\_\_\_\_  
 Matthew R. Walsh, 8/14/2024  
 PETITIONER SIGNATURE VP of Business Development DATE

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

*X Gary Bennett*  
*X Betty Bennett*  
 \_\_\_\_\_ 8/15/2024  
 OWNER SIGNATURE DATE

**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**

*Colleen Hanson 8/15/2024*





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

# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
-----------------	----------------------	-------------------

**PETITIONER DEPOSIT ACCOUNT FUND:**

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

NAME: Matt Kwiatkowski	COMPANY: Beecher Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

**FINANCIALLY RESPONSIBLE PARTY:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Matthew R Walsh	VP of Business Development
PRINT NAME	TITLE
	8/14/2024
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		



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: 10791 Corneils Road, Yorkville, IL 60560		PARCEL NUMBER: 02-08-300-008 & 02-08-300-012
SUBDIVISION: N/A		LOT/UNIT:
<b>APPLICANT INFORMATION</b>		
NAME: Beecher Road Solar, LLC	TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS 317-760-3190	
ADDRESS:	E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS mkwiatkowski@nexamp.com	
CITY, STATE, ZIP:	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>		
	Matthew R Walsh VP of Business Development	8/14/2024
SIGNATURE/AUTHORIZED AGENT		DATE
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____



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

## INTENT AND PURPOSE

The purpose of a variance is to provide relief from certain regulations of the zoning ordinance to permit the use of land in a way that is not otherwise permitted under the ordinance. A variance is granted when the terms of the zoning ordinance, if literally applied, would create an unreasonable hardship on the landowner, making the property virtually useless.

This packet explains the process to successfully submit and complete an Application for a Variance Request. It includes a detailed description of the process, outlines required submittal materials, and contains the application for variance.

For a complete explanation of what is legally required throughout the Variance Request process, please refer to "Title 10, Chapter 4, Section 7 Variations" 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 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

*This step is dependent on the complexity of the request and may be skipped at the discretion of staff.*

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



United City of Yorkville  
 651 Prairie Pointe Drive  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
 Fax: 630-553-7575  
 Website: www.yorkville.il.us

# APPLICATION FOR VARIANCE

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed request 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.

If the variance request adheres to any of the following standards then the variance may be granted by the Planning and Zoning Commission without City Council approval:

- Reducing a required setback by no more than twenty-five percent (25%).
- Reducing the lot width or lot size regulation not less than ninety percent (90%) of the required width or area.
- Permitting the same off street parking spaces for two or more uses provided each use does not take place at approximately the same hours of the same days of the week.
- Reducing the required off street parking spaces or loading spaces by no more than one (1) or twenty percent (20%) of the regulations (whichever is greater).
- Increasing by not more than twenty-five percent (25%) the maximum distance that required parking spaces are permitted to be located from the use served.
- Allowing for the deferment of required parking facilities for a reasonable period of time as specified in the variance.
- Increasing no more than ten percent (10%) the maximum gross floor area of any use so limited by the applicable regulations.
- If eminent domain by any authorized government agency results in exceeding one of the previously listed variance requests.

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

*This step may be skipped if the variance request adheres to the authorized requests listed above.*

The petitioner will attend the City Council meeting where the recommendation of the variance will be considered. City Council will make the final approval of the variance. 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.



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

## 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

## 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.



United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR VARIANCE

## DORMANT APPLICATIONS

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

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

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

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



United City of Yorkville  
 651 Prairie Pointe Drive  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
 Fax: 630-553-7575  
 Website: www.yorkville.il.us

# APPLICATION FOR VARIANCE

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input checked="" type="checkbox"/> Annexation <input type="checkbox"/> Plan <input checked="" 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  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		Total: \$
	_____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 585.00
<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 <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<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 <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
<b>TOTAL AMOUNT DUE:</b>			585.00



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

DATE: August , 2024	PZC NUMBER:	DEVELOPMENT NAME: Beecher Road, Solar, LLC
<b>PETITIONER INFORMATION</b>		
NAME: Matt Kwiatkowski	COMPANY: Beecher Road Solar, LLC	
MAILING ADDRESS:		
CITY, STATE, ZIP:	TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME 317-760-3190	
EMAIL: mkwiatkowski@nexamp.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 17091 Corneils Road, Yorkville, IL 60560		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: 10791 Corneils Road, Yorkville, IL 60560		
CURRENT ZONING CLASSIFICATION:		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: A-1 and R-2		
EAST: A-1 and R-2		
SOUTH: A-1		
WEST: County of Kendall A-1/M-1/ Special Use		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
02-08-300-008		
02-08-300-012		



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

<b>ATTORNEY INFORMATION</b>	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX: 630-553-5764
<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@atwellgroup.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@atwellgroup.com	FAX:
<b>ATTACHMENTS</b>	
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".	
Petitioner must list the names and addresses of any adjoining or contiguous landowners within 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".	
<b>VARIANCE STANDARDS</b>	
PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.	



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 Ordinance. Petitioner requests a Variance from a 1,000 foot setback from the Right-of-Way to a 482 foot setback from the Right-Way

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 light 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.

*M R W*

Matthew R. Walsh,

8/14/2024

PETITIONER SIGNATURE

VP of Business Development DATE

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

x *Gary Bennett*  
 x *Beth Bennett*

OWNER SIGNATURE

DATE

8/15/2024

**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**

*Colleen Hansen 8/15/2024*



## 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.



United City of Yorkville  
 651 Prairie Pointe Drive  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
 Fax: 630-553-7575  
 Website: www.yorkville.il.us

# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 10791 Comeils Road, Plano, IL 60545
-----------------	----------------------	---

**PETITIONER DEPOSIT ACCOUNT FUND:**

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

NAME: Matt Kwiatkowski

COMPANY: Beecher Road Solar, LLC

MAILING ADDRESS:

CITY, STATE, ZIP:

TELEPHONE: 317-760-3190

EMAIL: mkwiatkowski@nexamp.com

FAX:

**FINANCIALLY RESPONSIBLE PARTY:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Matthew R Walsh

VP of Business Development

PRINT NAME

TITLE

*M R W*

8/14/2024

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:**

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, Daniel J. Kramer, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on August 14, 2024.

X *Daniel J. Kramer*  
Signature of Petitioner(s)  
*Atty in Fact for Petitioner*

Subscribed and sworn to before me this  
16<sup>th</sup> day of August, 2024

*Colleen T. Hanson*  
Notary Public





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 PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 10791 Corneils Road, Yorkville, IL 60560		PARCEL NUMBER: 02-08-300-008 & 02-08-300-012	
SUBDIVISION: N/A		LOT/UNIT: N/A	
<b>APPLICANT INFORMATION</b>			
NAME: Beecher Road Solar, LLC		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 317-760-3190	
ADDRESS:		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS nkwiatkowski@nexamp.com	
CITY, STATE, ZIP:		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>			
 SIGNATURE/AUTHORIZED AGENT		Matthew R Walsh VP of Business Development	
		August 14, 2024 DATE	
DATE RETURNED: _____			
RECEIVED BY: _____ PZC# _____			

# Vegetation Management Plan for Solar Sites Utilizing Native Vegetation



**Natural  
Resource  
Services**

## 35-Year Solar Site Habitat Management

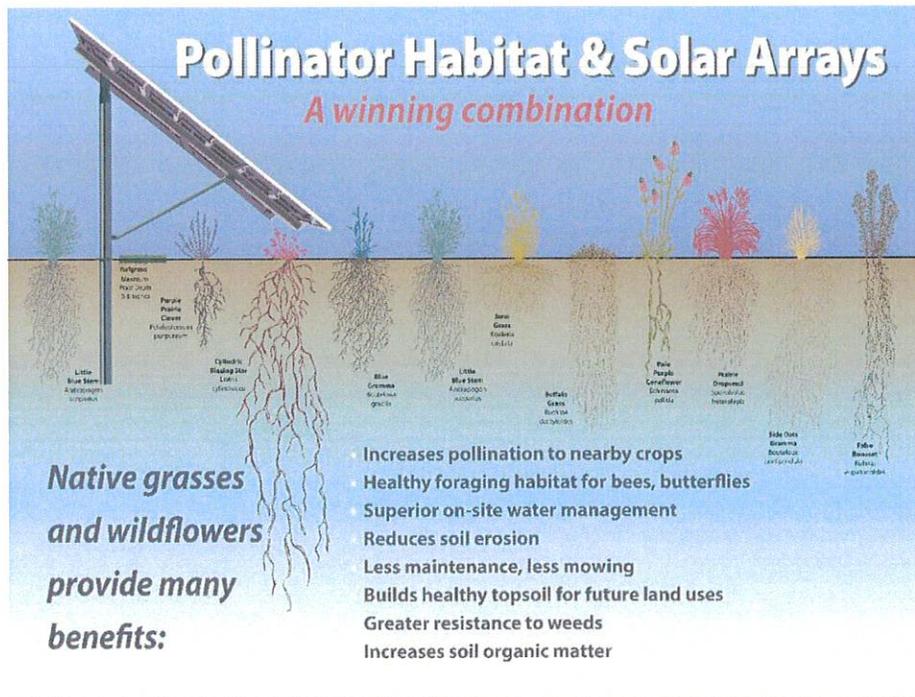
Economical production of power is the foremost goal on solar sites. There is a parallel opportunity to provide critically important native pollinator friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

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.



# 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 (unless grazed by animals) 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 (unless grazed by animals) 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 (unless grazed by animals), 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 (unless grazed by animals) 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 (unless grazed by animals) 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.





ONE COMPANY.  
INFINITE SOLUTIONS.

September 1, 2023

**Mr. Matt Walsh**

Nexamp

200 W. Monroe Street, Suite 620

Chicago, Illinois 60606

**Atwell, LLC Project No. 23003931**

**Re: Wetland Determination/Delineation  
Corneils Road Solar  
Kendall County, Illinois**

Mr. Walsh:

Nexamp (Client) contracted Atwell, LLC (Agent) to conduct a wetland delineation/determination and assessment for an approximately 94-acre parcel in Sections 8 and 17 of Township 37 North, Range 07 East, Kendall County, Illinois (hereinafter referred to as "site") to support a proposed solar development. The site is located approximately 0.3 miles east of the intersection of Beecher Road and Corneils Road.

The purpose of the wetland determination and delineation was to determine if wetlands, watercourses, and/or bodies of water are present on the site, and if so, if they fall under the jurisdiction of the U.S. Army Corps of Engineers (USACE).

Prior to the field survey, Atwell reviewed the following data for any ecological and environmental constraints: aerial photography, U.S. Geological Survey (USGS) 7.5-Minute Topographic Maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) Maps, Flood Insurance Rate Maps (FIRMs) provided by the Federal Emergency Management Agency (FEMA), and county soil data from the Natural Resources Conservation Service (NRCS).

The results of the wetland delineation site visit conducted August 9, 2023, are summarized below.

#### ***Site Setting and Characteristics***

A review of aerial photography and a site visit were conducted to characterize the site and surrounding area. The surrounding landscape consists primarily of undeveloped forested and herbaceous land, agricultural field, commercial and residential development, paved and unpaved roads, wetlands, and watercourses. The site itself is undeveloped agricultural field with hedgerows and riparian corridors along the perimeter of the site.

The entire site was observed to be upland in nature and currently in active agricultural use. The most common upland tree species found within the riparian corridors on-site include boxelder maple (*Acer negundo*), cottonwood (*Populus deltoides*), and hackberry (*Celtis occidentalis*). Common upland scrub-shrub species found on-site include grey dogwood (*Cornus racemosa*) and honeysuckle (*Lonicera spp.*). Common herbaceous vegetation within uplands includes agricultural crops, Timothy (*Phleum pratense*), white clover (*Trifolium repens*), and field thistle (*Cirsium discolor*).

### ***Wetland Delineation***

The wetland delineation was performed in accordance with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region* (USACE 2010). The delineation of any wetland depends on three basic parameters: 1) the presence of hydrophytic vegetation (plants adapted to living in saturated soils), 2) hydric soils (distinctive soil types that develop under saturated conditions), and 3) wetland hydrology (the presence of water at or near the surface for a specific period of time). The above parameters are virtually always inter-related and present in wetland systems.

In Illinois, the USACE regulates the discharge of dredged or fill material into jurisdictional wetlands and waters of the U.S. under Section 404 of the Clean Water Act (CWA). Wetlands that are hydrologically connected or adjacent to traditional navigable waters of the U. S. are regulated under Section 404. If impacts are anticipated to federally jurisdictional waters or wetlands, then a Section 404 permit obtained through review from the USACE and a Section 401 permit after review from the Illinois Environmental Protection Agency (ILEPA) would be required.

Floodplains and floodways are regulated by the Illinois Department of Natural Resources (ILDNR). All construction activities in the floodways of streams (the channel and the adjacent portion of the floodplain that is needed to safely convey and store flood waters) in urban areas where the stream drainage area is one square mile or more or in rural areas where the stream drainage area is ten square miles or more must be permitted by the ILDNR prior to construction. If impacts are anticipated to floodplains along streams with a drainage area greater than 10 square miles, then a permit would also be required from the ILDNR.

Atwell did not complete a Floristic Quality Assessment (FQA) of the site wetlands, as this assessment is only required if a permit application is needed, and Atwell is assuming that all wetland impacts would be avoided as a result of the project.

Atwell conducted a wetland determination and delineation for the site on August 9, 2023. Atwell identified two watercourses (Watercourses A1 [Rob Roy Creek] and A2) on the site. Atwell did not identify any wetlands on the site. Refer to the enclosed *Site Features Map* for information and locations of the on-site features. Refer to the *Photographic Log* for site conditions and physical characteristics at the time of inspection. The results of the USACE Antecedent Precipitation Tool are also included as an attachment to this report.

Watercourse A1 (Rob Roy Creek) is a perennial stream located adjacent to the southeast boundary of the site. It enters the site at the southeast corner of the site and exits along the southern boundary of the site flowing the southwest. OHWM width is approximately 18 feet for this feature and a water depth of approximately two feet.

Watercourse A2 is a perennial stream and an unnamed tributary of Watercourse A1 (Rob Roy Creek). It enters the site along the north boundary and flows south into watercourse A1 bisecting the site. OHWM width is approximately 25 feet for this feature and a water depth of approximately two feet.

According to the U.S. Department of Agriculture (USDA) NRCS Web Soil Survey, the soils contained within the site have been mapped as Peotone silty clay loam, 0 to 2 percent slopes (330A), Drummer silty clay loam, 0 to 2 percent slopes (152A), Clare silt loam, 0 to 2 percent slopes (663A), Clare silt loam, 2 to 5 percent slopes (663B), Brenton silt loam, 0 to 2 percent slopes (149A), Harpster silty clay loam, 0 to 2 percent slopes (67A), and Knight silt loam, 0 to 2 percent slopes (191A). Most of these soil types are considered hydric and do not contain significant nonhydric components. Hydric soils are conducive to the growth and regeneration of hydrophytic vegetation by their ability to hold water for extended periods of time (NRCS 2010).

FEMA FIRMs were reviewed to determine if portions of the site are mapped as floodplains, floodways, or other flood prone areas. These maps record the following data: 100-year (1% chance of annual flooding) and 500-year (0.2% annual chance of flooding) floodplains, the height of the base flood elevation, and the risk to premium areas developed across a floodplain. According to FEMA map 17089C0380J dated 7/17/2012 and map 17093C0030G dated 2/4/2009, this site lies within Zone X, areas outside of the 100-year floodplain. Zone X indicates an Area of Minimal Flood Hazard. Therefore, regulated floodplains are likely not present within the site.

### ***Conclusions and Recommendations***

Based on the desktop review of online databases and a site visit, the site contains two watercourses (Watercourses A1 [Rob Roy Creek] and A2). It is Atwell's professional opinion the on-site watercourses appear to meet the criteria of Section 404 under the CWA. Therefore, the watercourses on site are likely regulated by the USACE. According to FEMA map 17089C0380J dated 7/17/2012 and map 17093C0030G dated 2/4/200, this site lies within Zone X, areas outside of the 100-year floodplain. Zone X indicates an Area of Minimal Flood Hazard. Therefore, regulated floodplains are likely not present within the site.

It is Atwell's understanding that all watercourse impacts would be avoided under the current scope of the project. However, if the proposed scope of the project changes and impacts to Waters of the United States or other jurisdictional resources are anticipated a permit may be required by the USACE before any proposed work (*e.g.*, filling, dredging, construction, draining, and/or other development) that takes place within the boundaries of a regulated wetland, watercourse, lake, pond, or floodplain. The USACE has the final authority on the jurisdictional status, in addition to the extent of regulated wetlands, lakes, streams, ponds, and floodplains in the State of Illinois.

Mr. Matt Walsh  
September 1, 2023  
Page 4 of 5

We appreciate the opportunity to be of service to you on this project. Should you have any questions, please contact us at (248) 447-2000.

Sincerely,

ATWELL, LLC



David Nigro  
Environmental Technician  
Environmental Services Group



Pete Hill  
Project Manager  
Environmental Services Group

Enclosures: Site Location Map  
Site Features Map  
Photographic Log  
USACE Antecedent Precipitation Tool

## REFERENCES

- NRCS, [Natural Resources Conservation Service]. 2010. "Field Indicators of Hydric Soils in the United States (Version 7.0)."  
[http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1046970.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1046970.pdf).
- USACE, [U.S. Army Corps of Engineers]. 2010. "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)." ERDC/ EL TR-12-1.  
Vicksburg (MS): U.S. Army Engineer Research and Development Center.  
<https://usace.contentdm.oclc.org/utils/getfile/collection/p266001coll1/id/7630>.



E. BEECHER ROAD



CORNEILS ROAD



LEGEND

-  BOUNDARY
-  WETLANDS
-  WETLANDS

NOTE: THIS ILLUSTRATION IS AN APPROXIMATE DEPICTION OF THE WETLANDS THAT APPEAR TO BE LOCATED ON THE SUBJECT PROPERTY AS DELINEATED BY ATWELL ON AUGUST 11TH, 2023. USACE HAS THE FINAL AUTHORITY ON THE EXTENT OF REGULATED WETLANDS, LAKES, AND STREAMS IN THE STATE OF ILLINOIS.

**811**  
Know what's below.  
Call before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL UTILITIES BEFORE ANY EXCAVATION WORK IS BEGUN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL UTILITIES BEFORE ANY EXCAVATION WORK IS BEGUN. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**ATWELL**  
866.850.4200 www.atwell-group.com

02

## PHOTO LOG

---

### Corneils Road Solar, Wetland Report

August 8, 2023 - Kendall County, Illinois



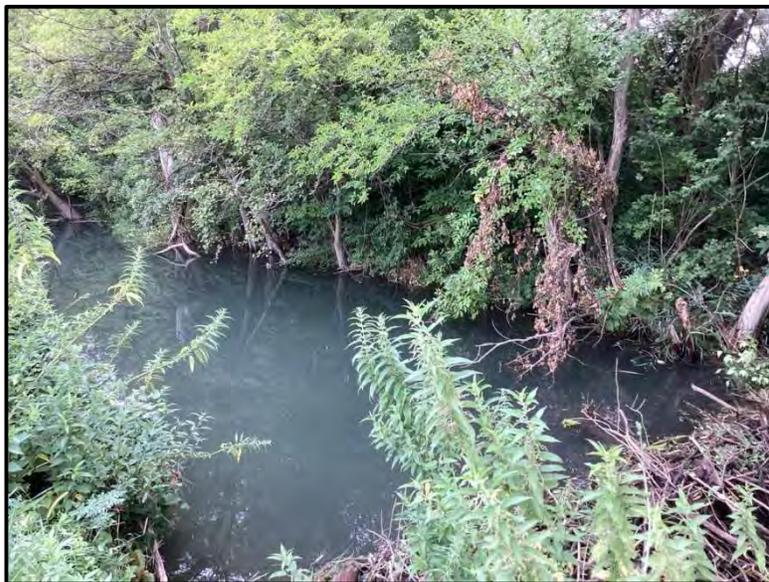
**Photo 1.** An overall view of the Project Area including a typical agricultural field.



**Photo 2.** A representative photo of a typical riparian corridor within the site.



**Photo 3.** A representative photo of a typical gravel access road within the site.



**Photo 4.** An upstream photo of watercourse A1 (Rob Roy Creek).

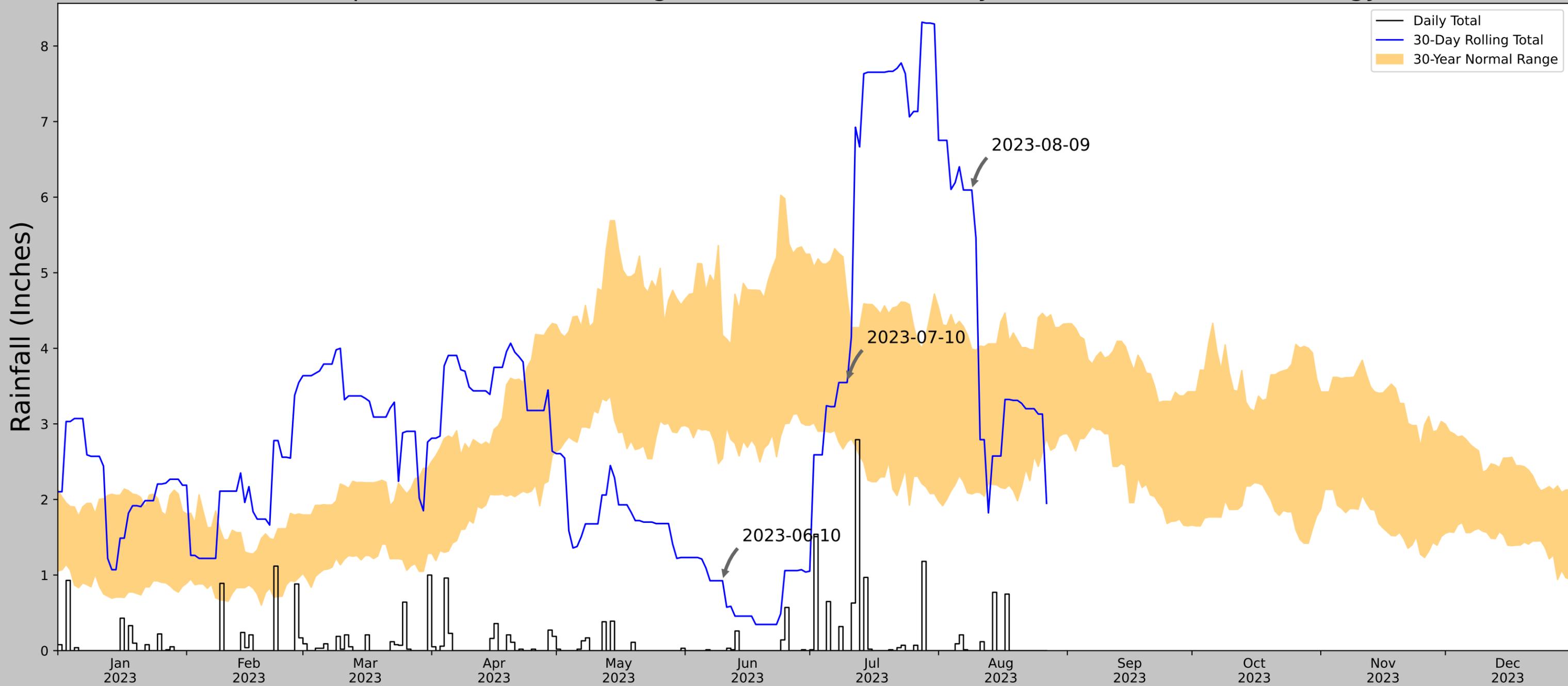


**Photo 5.** An upstream photo of watercourse A2.



**Photo 6.** A photo of a culverted crossing of watercourse A2.

# Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	41.694595, -88.461363
Observation Date	2023-08-09
Elevation (ft)	640.105
Drought Index (PDSI)	Incipient drought (2023-07)
WebWIMP H <sub>2</sub> O Balance	Dry Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-08-09	2.072047	3.98937	6.094488	Wet	3	3	9
2023-07-10	2.757874	4.676772	3.547244	Normal	2	2	4
2023-06-10	2.541339	4.172835	0.925197	Dry	1	1	1
Result							Normal Conditions - 14



Figure and tables made by the  
**Antecedent Precipitation Tool**  
Version 1.0

Written by Jason Deters  
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
CHICAGO AURORA MUNI AP	41.7714, -88.4814	701.116	5.406	61.011	2.763	8701	90
SUGAR GROVE 0.7 NE	41.7762, -88.4478	714.895	1.763	13.779	0.818	29	0
SUGAR GROVE 1.4 ENE	41.7787, -88.4343	688.976	2.479	12.14	1.146	2	0
AURORA 3.1 WSW	41.7565, -88.3518	704.068	6.758	2.952	3.061	1	0
AURORA	41.7803, -88.3092	660.105	8.894	41.011	4.367	2573	0
WHEATON 3 SE	41.8128, -88.0728	680.118	21.242	20.998	10.005	47	0

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2024-22**

**NOTICE IS HEREBY GIVEN THAT** Beecher Road Solar, LLC, contract lessee, and Gary and Betty Bennett, property owners, petitioners, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting special use authorization and a bulk regulation variance approval. The real property is generally located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 4,000 feet east of IL Route 47 (N. Bridge Street) consisting of approximately 70 acres. The petitioners are 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 10-4-13-8.c of the Unified Development Ordinance, seeking a reduction from the required one thousand (1,000) foot setback from the nearest solar array to roadway network to 482 feet from Corneils Road.

The legal description is as follows:

**PARCEL 1:**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'25" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST

1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 875.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

**PINs: 02-08-300-008 and 02-08-300-012**

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said applications on **Wednesday, February 12, 2025 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.

Application and information materials regarding this notice are available for public review and can be

accessed by scanning the QR code below. Any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois 60560. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

JORI BEHLAND  
City Clerk



# Site Photo #1

## Beecher Road Solar, LLC

From southeast corner looking north from Corneils Road towards Site.



# View Shed #1

## Beecher Road Solar, LLC

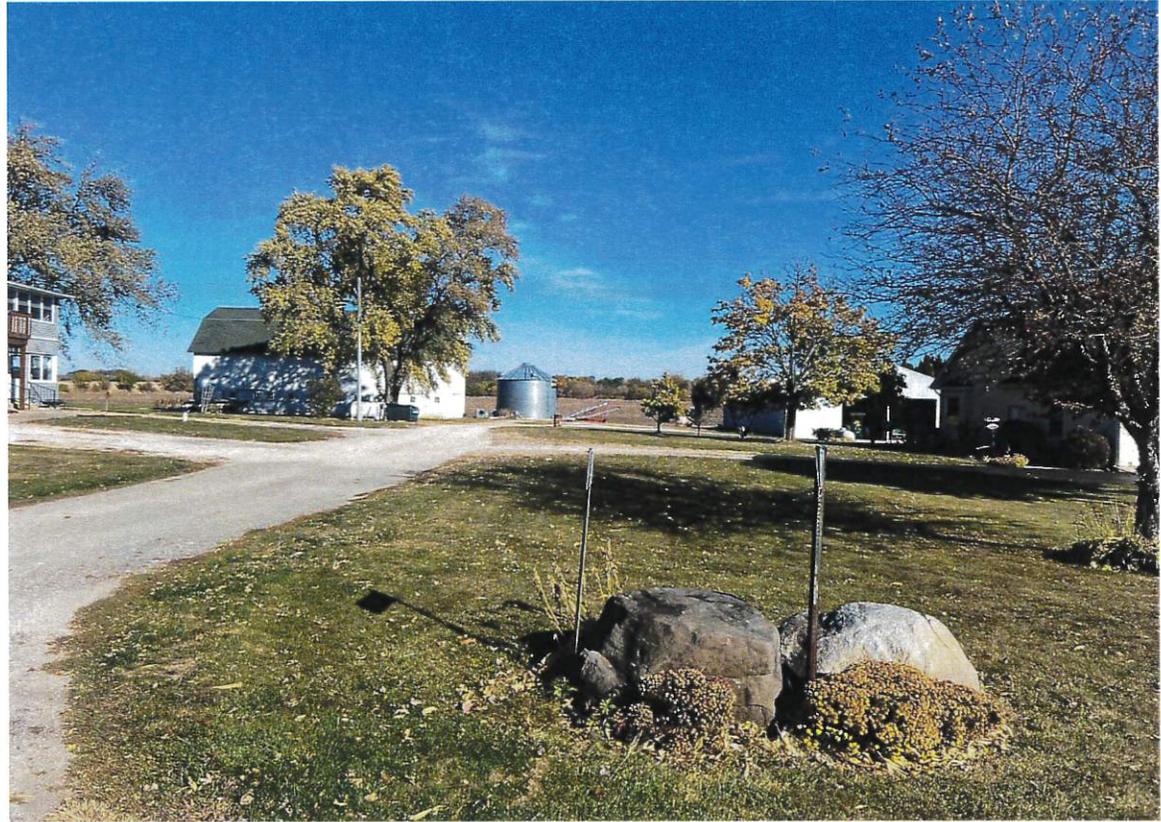
- From southeast corner looking north from Corneils Road towards Site.
- 917-ft front setback with 2 layers of evergreen trees and shrubs



# Site Photo # 2

## Beecher Road Solar, LLC

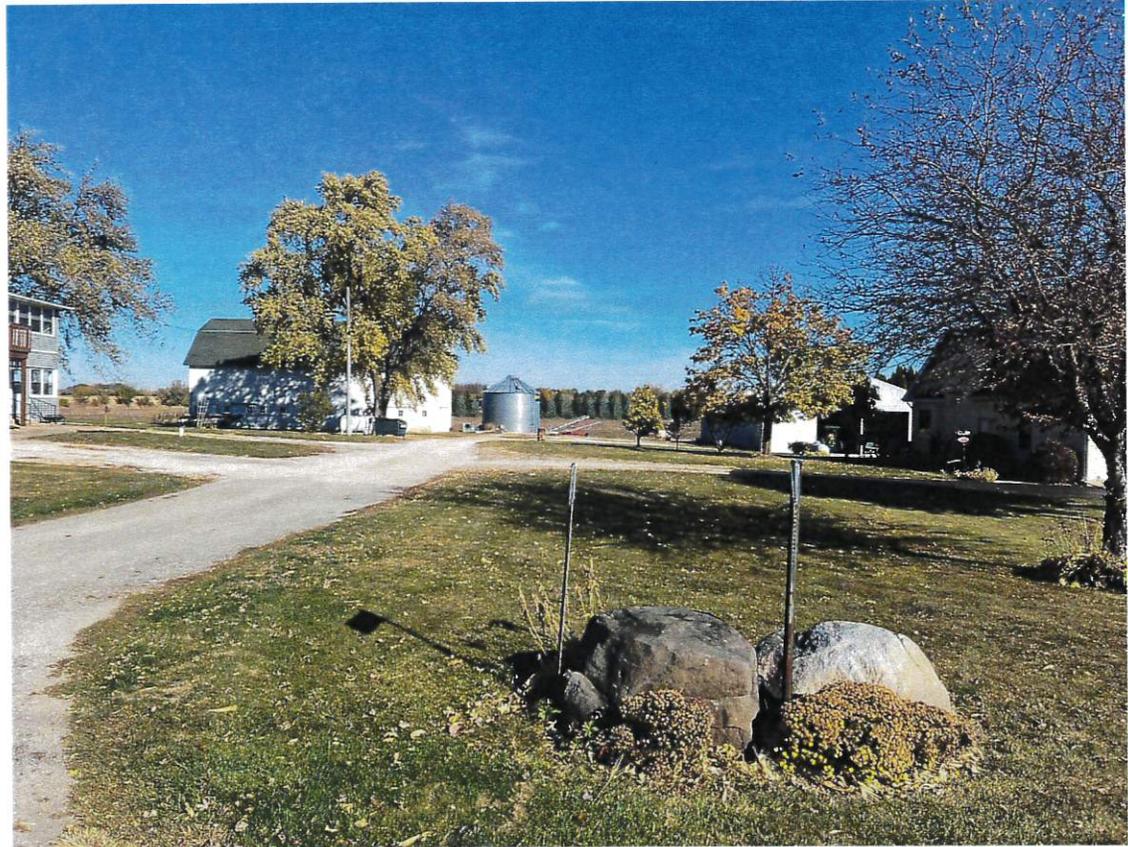
From south looking north from  
Corneils Road towards Site.



## View Shed #2

### Beecher Road Solar, LLC

- From south looking north from Corneils Road towards Site.
- 917-ft front setback with 2 layers of evergreen trees and shrubs





# Memorandum

To: Plan Council  
From: Sara Mendez, Planner I  
Date: October 16, 2024  
Subject: **PZC 2024-22 Beecher Road Solar, LLC (Expansion)– Solar Farm Special Use and Variance**

---

I have reviewed the applications for the Special Use and Variance request dated August 2024 as submitted by Daniel Kramer on behalf of Nexamp, Beecher Road Solar, LLC, petitioner. The following supplemental materials were included within the original applications including the newly submitted supplemental materials from August 20, 2024:

- 1) AC Electrical Diagram – dated 01.09.24 by Nexamp
- 2) Bifacial Module – dated 01.09.24 by SMA America, LLC
- 3) Decommissioning Plan – dated 08.16.24 prepared by Nexamp
- 4) Glare Study 1 (Pv Array 1) – dated 08.13.24 by Forge Solar
- 5) Glare Study 2 (Pv Array 2) – dated 08.13.24 by Forge Solar
- 6) Glare Study 3 (Pv Array 3) – dated 08.13.24 by Forge Solar
- 7) Interconnection Agreement – dated 01.20.24 by ComEd
- 8) Land Title Survey – dated 12.06.23 by Nexamp
- 9) Letter from Daniel Kramer – dated 08.15.24 by Law Offices of Daniel J. Kramer
- 10) Location Map – dated 08.07.24 by Nexamp
- 11) Legal Description – dated 07.25.24 by Nexamp
- 12) Project Narrative – dated 08.16.24 by Nexamp
- 13) Property Owners Within 500 Feet
- 14) Special Use Application Plans – dated 09.13.24 by Atwell
- 15) Special Use Application – prepared by Beecher Road Solar, LLC
- 16) Variance Application – prepared by Beecher Road Solar, LLC
- 17) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation – prepared by Natural Resource Services

The petitioner is seeking to construct a 4.99 (AC) ground-mounted distributed generation solar garden facility. The proposed 30-acre solar farm will be situated on approximately 70 acres of existing farmland parcel located immediately north of Corneils Road, approximately 1,500 feet west of Beecher Road, and approximately 4,000 feet east of IL Route 47 (N. Bridge Street).

The petitioner is also requesting a variance to Section 10-4-13-B.8.c of the Unified Development Ordinance, seeking to reduce the required one thousand (1,000) foot setback from the nearest solar array to roadway network to 482 feet between the nearest solar array and Corneils Road.

Based upon my review of the application documents and preliminary plans, I have compiled the following comments (requests to the petitioner are underlined):

## VARIANCE COMMENTS

1. Section 10-4-13-B.8.c Alternative Energy Use Standards in the City's Unified Development Ordinance outlines buffer requirements for solar farm uses in the A-1 Agricultural District. The petitioner is seeking a variance to decrease the minimum buffer area from 1,000 feet between the nearest solar array to roadway networks to 482 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 (#02-08-300-008 and 02-08-300-012) which are currently zoned A-1 Agricultural Special Use District. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 Agricultural (Special Use) District	Corneils Road Solar
South	Westbury South Village (R-4)	Agriculture
East	IL Route 47 Former Westbury East Village (A-1)	Agriculture/Proposed Yorkville Renewables Solar Farm
West	Beecher Road Konicek Property (M-1, M-2)	Agriculture/Bright Farms

- The proposed community solar farm will consist of approximately 11,616 arrays, per the Project Narrative dated August 16, 2024.
- The petitioner’s exhibit (C-200 C) indicates the total number of tracker motors is 121.
- **The petitioner shall provide staff with a written response of the operations phase of the lease for the proposed solar farm project.**

**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 (South)	1000 feet	482 feet
Side Yard (East)	50 feet from nonresidential/100 feet from residential	194.9 feet
Side Yard (West)	50 feet from nonresidential/100 feet from residential	75.9 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	84.9 feet

- The location of the solar panels meets the side (east and west) and the rear (north) setbacks for the Solar Farm uses in the A-1 Agricultural District.
- **However, the solar panels appear to encroach into the required front (south) yard setback.**
  - **The minimum distance required for the front (south) yard is 1000 feet.**
  - **The petitioner has filed a variance request to maintain 482 feet from the front (south) setback.**
- Section 10-4-13B.8.c of the Unified Development Ordinance requires a minimum buffer area of 1,000 feet from the nearest solar array to roadway network.
- **The petitioner’s exhibit (C-200 C) indicates the distance of the proposed solar farm and/or the fence line to the nearest participating and non-participating residential parcels to the south along Corneils Road.**
- 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 the Project Narrative dated August 16, 2024 the petitioner has stated the project intends to develop on approximately 30 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.

- **Staff notes the approved Corneils Road Solar project, in addition to the proposed solar farm on parcel number #02-08-300-008, may exceed the allowed 80% occupancy for a solar farm use in the A-1 Agricultural District.**
- **Staff requests that the petitioner verify the total acreage occupied by the solar farm use for each parcel (#02-08-300-008, #02-08-300-012, and #02-08-300-011) associated with the approved Corneils Road Solar project.**

### ***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 (C-500 B Standard Details) appears to indicate a maximum solar array height as approximately 30 feet at maximum tilt
- The petitioner's exhibit (C-500 B Standard Details) appears to indicate a minimum solar array clearance as 3 feet.

### ***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.
- It is also noted the solar modules will be treated with anti-reflective coating to minimize glare.
- **Staff requests the petitioner provide a viewshed from angles around the solar farm which illustrate how far away the panels will be from the public right-of-way (Corneils Road).**

### ***Noise***

The transformer is the greatest source of noise on the property.

- The petitioner's exhibit (C-200 C Site Plan Layout) indicates the transformer is 995.5 feet to the nearest residence located to the south on Corneils Road.

### ***Fencing***

The petitioner has proposed an eight (8) foot tall, galvanized chain link fence with slats to surround solar farm, along 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.

- **Staff requests the petitioner provide the total linear foot perimeter that the fence will enclose.**
- **A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD).**

### ***Access Road***

The proposed site access is via a 20-ft. wide gravel driveway proposed off Corneils Road.

- 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.
  - The petitioner’s exhibit (C-200 C) indicates an HMA parking pad will be provided for off-street parking.
- Gravel roads are not permitted for vehicle travel.
  - The proposed solar farm is utilizing the same access as the approved Corneils Road Solar project, as both solar farms access road is located in the same parcels (#02-08-300-008 and #02-08-300-012).
  - **Staff defers to the City Public Works Director and City Engineer for comment on the road composition.**

### *Decommissioning Estimate/Plan*

The petitioner has provided a decommission plan.

- **In addition to the decommissioning plan narrative, a construction estimate for the life of the lease must be provided with a 3% annual inflation rate which must be reviewed and approved by the City Engineer.**
- 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 30 acres of the overall existing 70 acres of farmland.
- **However, staff notes the acreage for the approved Corneils Road Solar in addition to the proposed solar farm would be greater than the primary agricultural use for parcel #02-08-300-008.**
- **Staff requests that the petitioner verify the total acreage occupied by the solar farm use for each parcel (#02-08-300-008, #02-08-300-012, and #02-08-300-011) associated with the approved Corneils Road Solar project.**

### *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’s exhibit (C-500 B Standard Details) indicates signage information. The emergency contact sign (8.5’ X 11’) appears to be compliant with this regulation.

### *Landscaping*

- Defer to Engineering Comments related to landscaping.
  - It is noted that the petitioner will provide IDOT class 7 seed mix outside the fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels.

### *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. 4) for a wire connection near Corneils Road.

***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 01/20/2024.

***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.



October 15, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: *Beecher Road Solar  
Special Use & Rezoning Request – 1<sup>st</sup> Submittal, Landscape Only  
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Variance 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:

The comments in the attached review letter from the City's landscaping consultant should be addressed and a revised landscaping plan submitted.

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. Gina Nelson, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (via email)  
TNP, PGW2, EEI (via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2024\YO2402-DR Corneils Road Solar, LLC Nexamp Solar-Bennett\Docs\coyReview01  
Beecher Rd Solar - Landscape.doc

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

October 11, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our second landscape plan review of the proposed Corneils Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

The reviewed plans were largely illegible due to small size and low resolution. 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 public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### **Species Diversity Requirements**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed but is illegible.

### **Tree Preservation and Removal**

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### **Street Trees**

Previous submittals included street tree plantings, but none are shown on the current plans.

### **General**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

A Plant Schedule included on the Landscape Plan sheet C-400 indicates 39 evergreen trees and 195 shrubs are proposed, but these plantings were not found on the plan.

### **Wetlands**

A valid wetland delineation and jurisdictional determination of the proposed project area are required.

A linear buffer along all watercourses is required. Buffer width shall be calculated per City or USACE requirements, whichever is more stringent.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Application Narrative/Cover Letter, 4 pages, prepared by Nexamp, dated August 16, 2024
- Location Map, 1 page, no author, no date
- Special Use Application Plans, 6 sheets, prepared by Atwell, most recently dated 8/12/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



October 15, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: *Beecher Road Solar  
Special Use & Rezoning Request – 1<sup>st</sup> Submittal, Landscape Only  
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Variance 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:

The comments in the attached review letter from the City's landscaping consultant should be addressed and a revised landscaping plan submitted.

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. Gina Nelson, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (via email)  
TNP, PGW2, EEI (via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2024\YO2402-DR Corneils Road Solar, LLC Nexamp Solar-Bennett\Docs\coyReview01  
Beecher Rd Solar - Landscape.doc

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

October 11, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our second landscape plan review of the proposed Corneils Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

The reviewed plans were largely illegible due to small size and low resolution. 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 public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### **Species Diversity Requirements**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed but is illegible.

### **Tree Preservation and Removal**

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### **Street Trees**

Previous submittals included street tree plantings, but none are shown on the current plans.

### **General**

The landscape plan indicates a "Pollinator Friendly Seed Mix" will be installed. A maintenance plan should also be submitted describing how this landscape will be maintained to ensure that desired species become established, persist, and the area is not overtaken by weeds.

A Plant Schedule included on the Landscape Plan sheet C-400 indicates 39 evergreen trees and 195 shrubs are proposed, but these plantings were not found on the plan.

### **Wetlands**

A valid wetland delineation and jurisdictional determination of the proposed project area are required.

A linear buffer along all watercourses is required. Buffer width shall be calculated per City or USACE requirements, whichever is more stringent.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Application Narrative/Cover Letter, 4 pages, prepared by Nexamp, dated August 16, 2024
- Location Map, 1 page, no author, no date
- Special Use Application Plans, 6 sheets, prepared by Atwell, most recently dated 8/12/24

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

February 27, 2025

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: Corneils Road Solar  
Final Engineering Review – 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 (12 sheets) dated January 29, 2025, prepared by Atwell
- Engineer's Opinion of Probable Decommissioning Costs dated January 29, 2025, prepared by Atwell
- Stormwater Management Report dated September 20, 2024, prepared by Atwell
- City of Yorkville Stormwater Permit Application
- Truck Turning Exhibit
- Nationwide Permit Compliance Report
- Drain Tile Survey
- IDNR Permit Approval

Our review of these plans and reports is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments (Revised items noted in bold):

## **General**

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
  - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
  - Stormwater permit application in accordance with the Yorkville Stormwater Management Ordinance (Kendall Countywide Ordinance) – *submitted for review*
  - IDNR Floodway Permit will be required if floodways are impacted – *approval submitted*

2. A 40' right-of-way dedication is required per the special use agreement. In addition, \$241,105 is due for the reconstruction of Corneils Road as agreed to.
3. No solar equipment will be allowed within existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.
4. The City will need a 70' temporary construction easement to build the proposed sanitary sewer in the existing easement. The area will be needed for equipment and materials during construction.
5. An engineer's estimate needs to be provided and must include all public improvements within the ROW, all public utilities, all permitted stormwater items, and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.
6. The comments in the attached review letter from the City's landscaping and wetland consultant should be addressed and a revised landscaping plan and wetland report submitted.

#### **Truck Turning Exhibit**

7. The semi-trailer (red line) is running off of the access road in multiple locations. Adjust the driving path or widen the access drive as needed.
8. A separate truck turning exhibit for an emergency vehicle should be submitted.

#### **Final Engineering Plans**

##### **Sheet C-200: SESC Plan**

9. Show a double row of silt fence around the topsoil stockpiles due to the proximity of the floodplain.

##### **Sheet C-301: Detailed Site Layout**

10. The access drive portion that is in the ROW should be paved in accordance with the City's UDO.

#### **Stormwater Report**

11. The stormwater report shall be signed and sealed by a Professional Engineer prior to final approval.
12. The Project Narrative section of the report indicates that there is 1.3 acres of new impervious area, but sheet C-400 of the plan set show 1.1 acres. Confirm the correct amount.
13. The report narrative indicates that the average hydrologic soil group is B, but sheet C-400 of the plan set indicates that the soil group is C. Confirm the correct group.
14. The report should include a floodplain section and information for the compensatory storage.
15. The version of the floodplain modeling that was done to show that the fence slats do not negatively impact the floodplain should be included with the report to show compliance with the IDNR rules regarding fences.

16. The report should include a maintenance section.
17. Include the limits of the floodplain on the Proposed Drainage Area Plan.
18. Include flow arrows on the drainage exhibits.
19. The stormwater permit application is acceptable and recommended for signature upon approval of the stormwater report.

**Decommissioning Estimate**

20. The decommissioning estimate of probable costs has been reviewed and is found to be acceptable. A decommissioning bond in the amount of \$1,021,165.15 (120% x \$850,970.96) is to be on file with the City prior to the issuance of a building permit. Please note that the estimate shall be revised every three (3) years.

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. Gina Nelson, Admin Assistant (via email)  
Ms. Sara Mendez, City Planner (via email)  
Mr. David Hansen, Senior Planner (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (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 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

February 27, 2025

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Corneils Road Solar, LLC

Dear Pamela:

We have completed our third landscape plan review of the proposed Corneils Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

### **Building Foundation Landscape Zone**

No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.

### **Parking Area Perimeter Landscape Zone**

No off-street parking areas abut public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### Species Diversity Requirements

Previous comments addressed.

### Tree Preservation and Removal

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### Street Trees

Previous comments addressed.

### General

The Plant Schedule included on the plans provides a mature height for all proposed plant materials but does not specify plant size at installation. Per the UDO, minimum plant sizes at installation are as follows: Shade trees must be at least 2.5" caliper, Evergreen trees must be at least 6' tall, and Shrubs must be at least 2' tall.

### Wetlands

The wetland delineation included in the submittal package does not appear to contain a farmed wetland determination following federal NRCS guidelines. A farmed wetland determination is required to ensure that no isolated wetlands under the jurisdiction of the City occur on the property.

Per the City's Wetland Ordinance, a buffer not less than 30' in width as measured from the ordinary high-water mark (OHWM) along both sides of all channels is required. Buffer areas shall consist of deep-rooted native vegetation. OHWM and required buffers must be shown on the plans.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Plans, 12 sheets, prepared by Atwell, most recently dated 1/29/25
- Wetland Determination/Delineation Package, 76 pages, prepared by Atwell, dated September 1, 2023

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

March 13, 2025

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: *Beecher Road Solar  
Special Use & Rezoning Request – 2<sup>nd</sup> Submittal  
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use Application Plans (7 sheets) dated February 14, 2025 and prepared by Atwell
- Beecher Occupancy Exhibit

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
  - IDNR for work in the floodway
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. In addition, solar farms can follow the guidance of the "Detention Requirements for Solar Developments" memo dated 7/10/2024. A stormwater management report should be submitted.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. A field tile survey will be required.

5. A portion of the site is in the floodplain of Rob Roy Creek. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance.
6. A portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.
7. No solar equipment will be allowed within existing sanitary sewer easements.
8. A 40' right-of-way dedication is required per the special use agreement. In addition, \$241,105 is due for the reconstruction of Corneils Road as agreed to.
9. The City will need a 70' temporary construction easement to build the proposed sanitary sewer in the existing easement, located just north of the solar field area. The easement will be needed for equipment and materials during construction.
10. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
11. An engineer's estimate needs to be provided and must include all public improvements within the ROW, all public utilities, all permitted stormwater items, and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.
12. The following will need to be submitted with Final Engineering Plans:
  - a. Truck turning exhibits for delivery and emergency vehicles
  - b. Photometric plan
  - c. Decommissioning cost estimate
  - d. Engineer's estimate of probable costs
  - e. Stormwater management submittal

### **Special Use Application Plans**

We have completed a cursory review of the preliminary engineering plans. A detailed review will be completed with the submittal of final engineering plans.

13. Final engineering plans shall be signed and sealed by a Professional Engineer prior to final approval.
14. Erosion control plans and details shall be included with final engineering.
15. Any required grading should be included with final engineering.
16. The comments in the attached review letter from the City's landscaping and wetland consultant should be addressed and a revised landscaping plan and wetland report submitted.

Ms. Krysti Barksdale-Noble  
March 13, 2025  
Page 3

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. Gina Nelson, Admin Assistant (via email)  
Ms. Sara Mendez, City Planner (via email)  
Mr. David Hansen, Senior Planner (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Matt Kwiatkowski, NexAmp (via email)  
Mr. Dan Kramer, Attorney (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 835*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

March 4, 2025

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AF

Re: Landscape Plan and Wetland Review  
YO2402-DR Beecher Road Solar, LLC

Dear Pamela:

We have completed our landscape plan review of the proposed Beecher Road Solar facility located at 10791 Corneils Road in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. Wetland comments are also included. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements).

### **Building Foundation Landscape Zone**

No buildings are proposed, so therefore building foundation landscape zone requirements do not apply.

### **Parking Area Perimeter Landscape Zone**

No off-street parking areas abut public or private right-of-way (excluding alleys), so therefore parking area perimeter landscape zone requirements do not apply.

### **Parking Area Interior Landscape Zone**

No off-street parking areas consisting of 10 or more spaces are proposed, so therefore parking area interior landscape zone requirements do not apply.

### **Transition Zone**

Because adjacent land use is agricultural, transition zone requirements do not apply.

### **Species Diversity Requirements**

Diversity requirements are met.

### **Tree Preservation and Removal**

No live tree with a 4" or greater DBH may be removed without approval. A review of Google Earth imagery reveals trees are present on the site throughout the creek corridor. It is not clear from the plans whether any trees are to be removed. A tree survey is required; tree replacement may also be required.

### **Street Trees**

Because the development area does not abut public right-of-way, street tree requirements do not apply.

### **General**

The Landscape Plan sheet includes the statement "A site specific pollinator friendly seed mix to be provided with final engineering plans" but the Detailed Landscape Plan sheet includes a "Nexamp Representative Pollinator Friendly Seed Mix." Please clarify.

### **Wetlands**

The wetland delineation provided with the Cornelis Road Solar submittal package, which includes the Beecher Road Solar project area, does not appear to contain a farmed wetland determination following federal NRCS guidelines. A farmed wetland determination is required to ensure that no isolated wetlands under the jurisdiction of the City occur on the property.

Per the City's Wetland Ordinance, a buffer not less than 30' in width as measured from the ordinary high-water mark (OHWM) along both sides of all channels is required. Buffer areas shall consist of deep-rooted native vegetation. OHWM and required buffers must be shown on the plans.

Any impacts to wetlands or waters must be clearly identified on the plans.

Additional comments may be provided after complete information is submitted.

### **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Unified Development Ordinance and Wetland Ordinance.

- Plans, 7 sheets, prepared by Atwell, most recently dated 2/14/25
- Wetland Determination/Delineation Package, 76 pages, prepared by Atwell, dated September 1, 2023

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, RLA  
Senior Landscape Architect



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 2025-03 & EDC 2025-27

### Agenda Item Summary Memo

**Title:** QuikTrip Sign Variance

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Proposed sign variance for two monument signs to exceed UDO’s sign area and number of signs on the property

**Council Action Previously Taken:**

Date of Action: PZC – 4/9/25      Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-03 & EDC 2025-27

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** David Hanen      Community Development  
Name      Department

**Agenda Item Notes:**

See attached memo.  

---

---

---

---

---



# Memorandum

To: City Council  
From: David Hansen, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Sara Mendez, Planner I  
Date: April 22, 2025  
Subject: **PZC 2025-03: QuikTrip (Sign Variance)**

---

## **SUMMARY:**

The petitioner, Ali Bukhres, on behalf of Quiktrip Corporation, is seeking a sign variance approval to permit two (2) monument signs to be erected, which exceed the maximum sign area, maximum sign height, and maximum number of signs as stated in Section 10-6-6-B of the Yorkville Unified Development Ordinance. The real property, zoned B-3 General Business District, is located at the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (Stagecoach Trail) intersection. The site consists of two parcels (PIN #05-05-400-050 and PIN 05-04-300-031), which is approximately 5.51 acres.

At the April 1, 2025 Economic Development Committee meeting, committee members suggested the single-tenant monument signs utilize high quality sign materials (masonry, stone, etc.) to minimize the variance request and provide a better overall product. In response, the petitioner has submitted a revised monument sign rendering. The original plans showed a vinyl sign base material, whereas the new sign plan shows a masonry sign base material, which is considered a high quality sign material in the UDO.

Due to the high quality sign material component, the UDO high quality single-tenant monument sign standards now apply and allow for a maximum sign area of forty-eight (48) square feet and a maximum sign height of twelve (12) feet. Upon review, the sign area square footage will exceed UDO standards by approximately 14 square feet (compared to 30 square feet originally) and the proposed sign height of 8 feet 3 inches will now meet UDO standards. The newly proposed monument signage will remain the same sign area square footage (62 square feet) and sign height (8 feet 3 inches) as the originally submitted signage.

## **PLANNING & ZONING ACTION:**

*In consideration of testimony presented during a Public Hearing on April 9, 2025 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for a variance to Section 10-6-6-B.2 of the Unified Development Ordinance, increasing the maximum sign area from 48 square feet to 62 square feet and increasing the maximum number of signs on the property from 1 per 800 linear feet of frontage to 2 signs per 800 feet of linear feet of frontage*

### **Action Item:**

Linnane – aye; Green – aye; Crouch – aye; Vinyard – aye; Hyett – aye; Forristall – aye.

**6 ayes; 0 nays**

## **ATTACHMENTS:**

1. Draft Ordinance
2. Petitioner Variance Application (with exhibits)
3. Public Hearing Notice
4. Sign Permit Applications
5. 2023 Quiktrip Special Use Signage Plan
6. New Proposed Sign Exhibit with Masonry Base

**Ordinance No. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
GRANTING A SIGN VARIANCE FOR A PROPERTY LOCATED AT THE NORTHEAST  
CORNER OF STATE ROUTE 47 AND STATE ROUTE 71 IN YORKVILLE, ILLINOIS**

**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**, Quiktrip Corporation (the “Applicant”), requested relief from Section 10-6-6-B of the UDO permitting no more than one sign per every 800 linear feet of lot frontage, and allowing a maximum sign area of forty-eight (48) square feet; 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 April 9, 2025 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:

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 DEGREE 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 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 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 DEGREE 56 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 482.85 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 NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) EXCEPTING THEREFROM LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111, AND

(2) EXCEPTING THEREFROM LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

with Property Index Numbers 05-05-400-050 and 05-04-300-031.

**Section 3.** That the Planning and Zoning Commission made the following findings of fact:

- i. The variance is needed to clearly show all fuel products Applicant shall provide, and to provide Applicant large enough signs so that customers may safely view the information on them from the road.
- ii. That, due to the Applicant having property frontage on both IL 47 and IL 71, two signs is necessary to adequately advertise product, and that a larger sign is necessary to list all fuel products Applicant offers.
- iii. The conditions necessitating this variance have not been caused by a person with an interest in the Subject Property, as the State of Illinois requires Applicant to advertise all fuel products they offer, and as other similar uses have larger signs

advertising their product, leading to a potential competitive disadvantage for Applicant.

- iv. The requested variance will not be injurious to the public welfare or other property or improvements in the area where the Subject Property is located, as other similar uses in the area have larger signs.
- v. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in public streets, as the variance will allow customers on the roadway to more easily see Applicant's products and pricing more easily from the road.
- vi. The proposed variation for the monument sign is consistent with official comprehensive plan and other development standards and policies of the city. The businesses near the site is consistent with our proposal and the request does not veer away from the surrounding area in nature and therefore recommend the City Council grant the requested variation.

**Section 4.** That a variation pursuant to Section 10-6-6 of the UDO to permit Applicant to erect two signs on the Subject Property, one being along IL Route 47 and the other along IL Route 71, with each sign having a maximum sign area of 62 square feet.

**Section 5.** That the signs shall be constructed, operated, and maintained in accordance with the requirements of the Yorkville City Code and generally located as shown on the attached Overall Site Plan and Signage Plan provided by the Applicant and made a part hereof as Exhibit A, and Horizontal Monument Sign Plan, dated April 3, 2025, and attached hereto as Exhibit B.

**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. 2025.

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

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

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

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

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

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

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

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

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

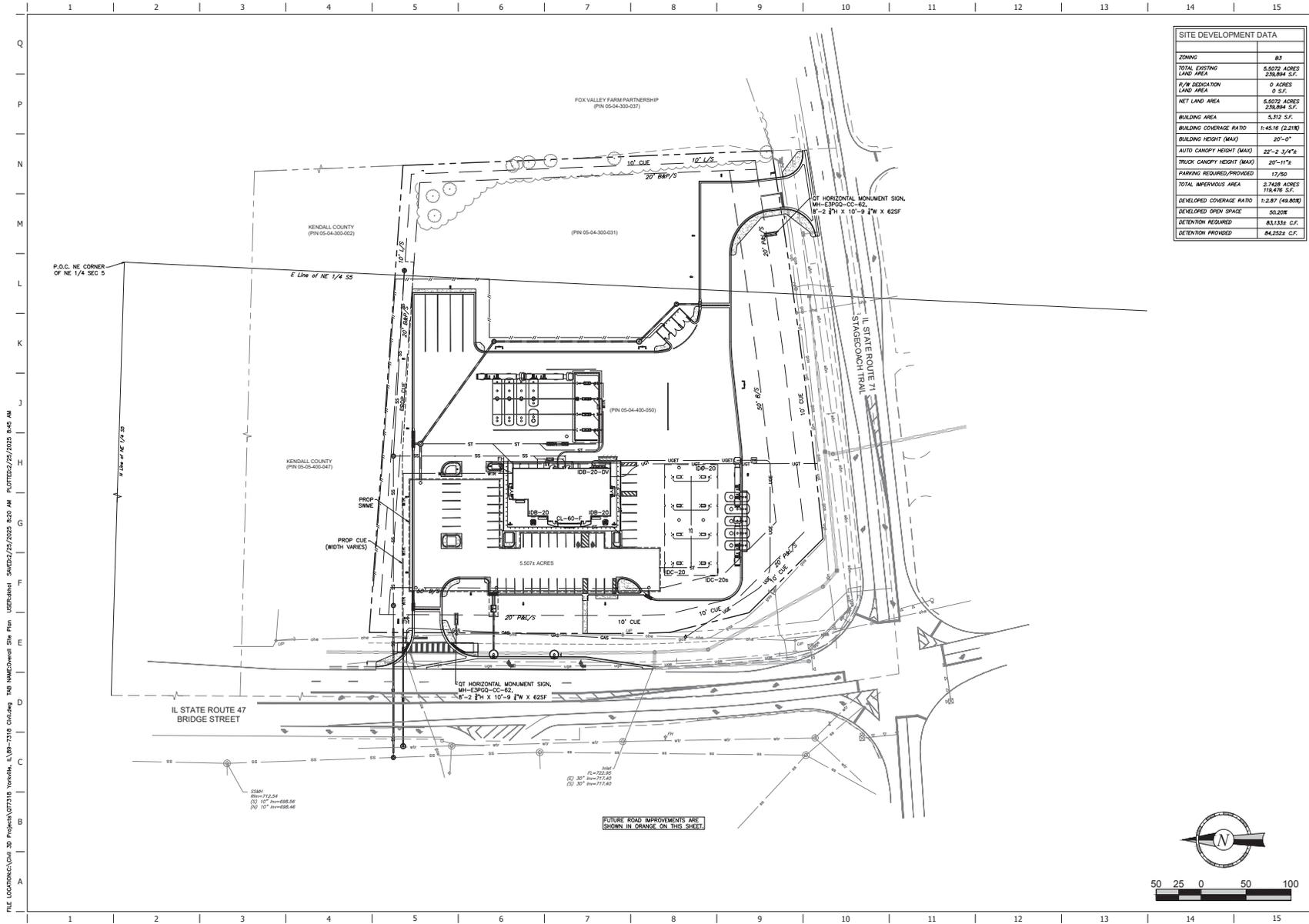
**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

# Exhibit A



SITE DEVELOPMENT DATA	
ZONING	BT
TOTAL EXISTING LAND AREA	5,507.2 ACRES
P/R DEDICATION LAND AREA	236,894 S.F.
P/R DEDICATION LAND AREA	0 ACRES
NET LAND AREA	5,507.2 ACRES
BUILDING AREA	236,894 S.F.
BUILDING COVERAGE RATIO	4.30%
BUILDING HEIGHT (MAX)	20'-0"
AUTO CANOPY HEIGHT (MAX)	22'-2 3/4"
TRUCK CANOPY HEIGHT (MAX)	20'-11"
PARKING REQUIRED/PROVIDED	17,500
TOTAL IMPERVIOUS AREA	2,748 ACRES
DEVELOPED COVERAGE RATIO	5.287 (48.80%)
DEVELOPED OPEN SPACE	50.20%
RETENTION REQUIRED	83,138 C.F.
RETENTION PROVIDED	84,252 C.F.

**DARLA K. HOLMAN**  
 062-072191  
 PROFESSIONAL ENGINEER  
 STATE OF ILLINOIS

**PROJECT NO. 7318**  
  
 Midwest Design Group  
 Kansas City  
 PO Box 802015  
 Shawnee, KS 66206-0015  
 P 913.248.9385

**QuikTrip No. 7318**  
 107 E STAGLECOACH TRAIL  
 YORKVILLE, KENDALL COUNTY, IL 60560

© COPYRIGHT QUIKTRIP CORPORATION 2005  
 ALL RIGHTS RESERVED. REPRODUCTION,  
 PUBLICATION, DISTRIBUTION, OR SALE IN  
 WHOLE OR PART IS STRICTLY PROHIBITED.

PROJECT NO.	P-114
DIVISION	89
VERSION	001
DESIGNED BY	DKH
DRAWN BY	CDH
REVIEWED BY	CJC

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 12-02-2024

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C010**

FILE: LOCAL\DKC\Cad 3D Projects\QT7318 Yorkville\_IL\VP-7318\_Cad.dwg USER: darla.holman SHEET: 25/2025 8:30 AM PLOT: 02/25/2025 8:45 AM





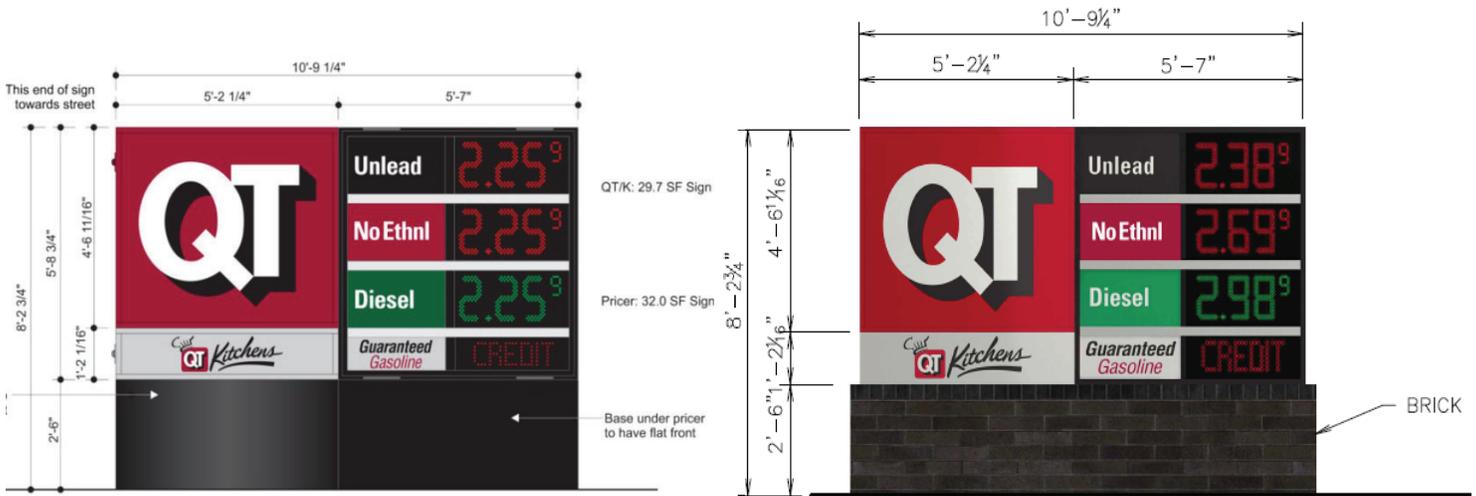
# Memorandum

To: Planning and Zoning Commission  
 From: David Hansen, Senior Planner  
 CC: Bart Olson, City Administrator  
 Krysti Barksdale-Noble, Community Development Director  
 Sara Mendez, Planner I  
 Date: April 3, 2025  
 Subject: **PZC 2025-03: QuikTrip (Sign Variance)**

## UPDATE:

At the April 1, 2025 Economic Development Committee meeting, committee members suggested the single-tenant monument signs utilize high quality sign materials (masonry, stone, etc.) to minimize the variance request and provide a better overall product. In response, the petitioner has submitted a revised monument sign rendering. The original plans showed a vinyl sign base material, whereas the new sign plan shows a masonry sign base material, which is considered a high quality sign material in the UDO.

Due to the high quality sign material component, the UDO high quality single-tenant monument sign standards now apply and allow for a maximum sign area of forty-eight (48) square feet and a maximum sign height of twelve (12) feet. Upon review, the sign area square footage will exceed UDO standards by approximately 14 square feet (compared to 30 square feet originally) and the proposed sign height of 8 feet 3 inches will now meet UDO standards. The newly proposed monument signage will remain the same sign area square footage (62 square feet) and sign height (8 feet 3 inches) as the originally submitted signage.



**Original Proposed Sign  
with Vinyl Base**

**New Proposed Sign  
with Masonry Base**

## SUMMARY:

The petitioner, Ali Bukhres, on behalf of Quiktrip Corporation, is seeking a sign variance approval to permit two (2) monument signs to be erected, which exceed the maximum sign area, maximum sign height, and maximum number of signs as stated in Section 10-6-6-B of the Yorkville United Development Ordinance. The real property, zoned B-3 General Business District, is located at the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (Stagecoach Trail) intersection. The site consists of two parcels (PIN #05-05-400-050 and PIN 05-04-300-031), which is approximately 5.51 acres.



## 107 E STAGECOACH TRL (QUIKTRIP)

United City of Yorkville, Illinois  
Date: March 05, 2025  
Data: Kendall County, Nearmap



### **PROPERTY BACKGROUND:**

In March of 2022, Graham C Stores Company, a large wholesale gasoline and diesel marketer of various fuel brands operating in Illinois and Indiana, filed an application requesting rezoning, special use permit and final plat approval for gasoline service station with an accessory convenience store. The application request was approved by the City Council in August of 2022, however, was never constructed. The subject property remained undeveloped with various detached metal structures on a gravel foundation previously utilized for industrial/farming storage and truck related services.

In 2023, Graham C Stores sold the property to QuikTrip Corporation, an American based chain of convenience stores based in Tulsa, Oklahoma. In June of 2023, QuikTrip filed an application requesting special use permit authorization for a gasoline service station with an accessory convenience store, which was approved by the City Council in October of 2023.

The special use ordinance included various exhibits along with a signage plan. Although the petitioner did not provide elevations of the proposed ground monument signage on the signage plan, they indicated two (2) monument signs will be located on the site. One at the northeast corner of IL Route 47 and IL Route 71 and another at the southeast corner of the site facing IL Route 71. The signage plan also included proposed heights of the monument signs at 7'-10" and a proposed sign area of 53.1 square feet, which met the City's sign regulations at the time of approval. However, Quiktrip has recently rebranded their corporate signage plan and proposes new monument signage that exceeds the size and area approved under the previously approved Special Use and the current sign regulations in the Unified Development Ordinance (UDO).

### **PROPERTY SUMMARY:**

The property is currently zoned B-3 General Business District, as part of the Graham's C Store Development request in 2022. The following are the current immediate surrounding zoning and land uses for the subject property:

Zoning		Land Use
North	B3- SU (Unincorporated Kendall County)	Kendall County Highway Department
South	B-3 General Business District	Yolkville Cafe Restaurant All Season Motel Transportation Land Use (IL Route 71)
East	M-1 Limited Manufacturing District	Undeveloped Agricultural Land
West	B-3 Business District	Transportation Land Use (IL Route 47) Walgreens Drugstore Fountain Village Commercial Development

**PROPOSED REQUEST:**

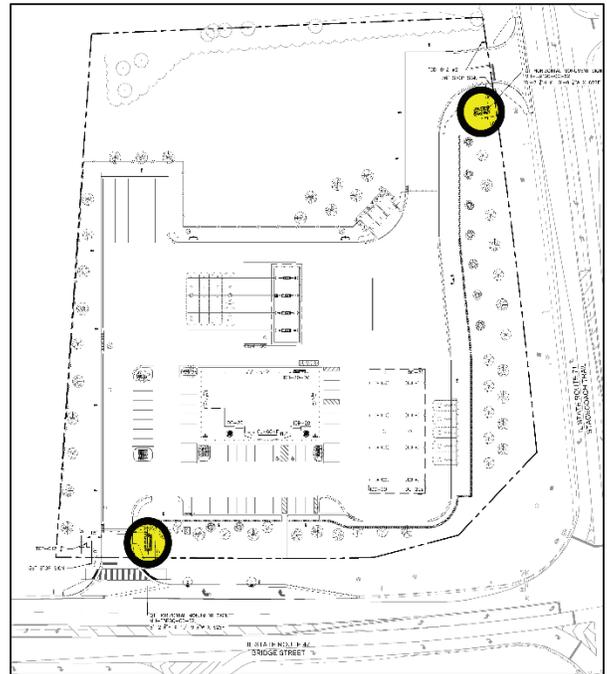
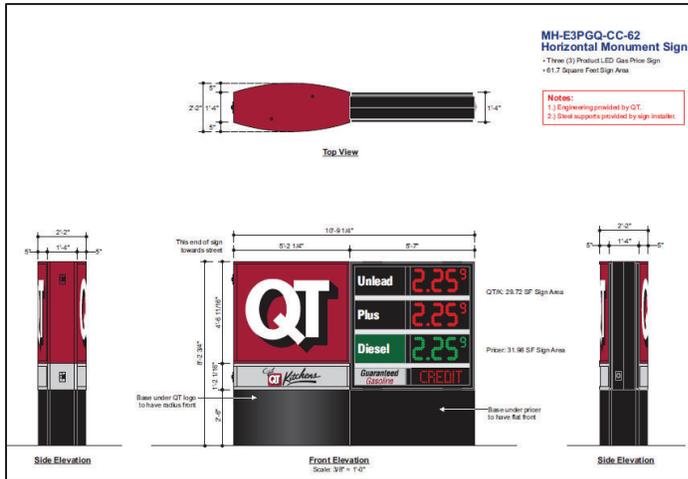
Ali Bukhres, on behalf of Quiktrip Corporation, has submitted a sign variance application for two (2) monument signs to be erected, which exceed the maximum sign area, maximum sign height, and maximum number of signs as stated in Section 10-6-6-B of the Yorkville UDO. The petitioner originally submitted a sign permit application in February 2025 which was denied as the height, size, and number of monument signs do not meet the standards set forth in Section 10-6-6-B of the Yorkville United Development Ordinance (UDO). Please note, the number of signs on the property do meet the special use ordinance signage plan. However, the proposed height and sign area both exceed the special use signage plan.

Upon review, the proposed QuikTrip monuments signs are vinyl in nature and are considered base quality single-tenant monument signs per UDO standards. Thus, the sign dimensions for area and height shall meet the UDO’s Base Quality Single-Tenant Monument Sign Standards. To further note, Quiktrip is also looking to relocate the sign originally approved for the northeast corner of IL Route 47 and IL Route 71, to a more northerly location near their drive aisle entrance off IL Route 47. This relocation is due to additional feedback from the Illinois Department of Transportation (IDOT) for their upcoming roadway project for IL Route 47.

The petitioner is proposing the following sign variations for their two (2) new monument signs located at 107 E Stagecoach Trail:

- *Subject Property (107 E Stagecoach Trail)* - Variation from Section 10-6-6-B to increase the number of single-tenant monument signs permitted per every eight-hundred (800) continuous, linear feet of lot frontage from one (1) to two (2).
- *Monument Sign 1 (IL Route 47 Frontage)* - Variation from Section 10-6-6-B to increase the maximum height of a base quality single-tenant monument sign from eight (8) feet to eight feet and two and three-fourths inches (8’ 2 ¾”) and increase the maximum sign area from thirty-two square feet (32) to sixty-one and seven-tenths (61.7) square feet.

- *Monument Sign 2 (IL Route 71 Frontage) - Variation from Section 10-6-6-B to increase the maximum height of a base quality single-tenant monument sign from eight (8) feet to eight feet and two and three-fourths inches (8' 2 3/4") and increase the maximum sign area from thirty-two square feet (32) to sixty-one and seven-tenths (61.7) square feet.*



Below is a summary table of the UDO sign standards with the proposed request:

	<i>Proposed Sign</i>	<b>UDO Maximum</b>	<b>Difference</b>	<b>Percentage Change</b>	<b>Special Use Signage Plan (2023)</b>
<b>Sign Height</b>	<i>8 feet 2 3/4 inches</i>	8 feet	<b>2 3/4 inches</b>	<b>2.86%</b>	7 feet 10 inches
<b>Sign Area</b>	<i>61.7 sq. ft</i>	32 sq. ft	<b>29.7 sq. ft.</b>	<b>192%</b>	53.1 sq. ft
<b>Number of Monument Signs</b>	<i>2 per 800 linear feet of frontage</i>	1 per 800 linear feet of frontage	<b>1 sign</b>	<b>100%</b>	1 sign per frontage

Over the last decade, the City has reviewed and approved numerous gas station signs which exceed the requested sign variance in PZC 2025-03. To remain competitive with other gas station operators in the City and keep with their corporate rebranding, the petitioner is requesting a sign variance to exceed the maximum allowable sign height, sign area and number of signs per linear feet of frontage as outlined in the UDO.

Below is a comparison chart of recent approved gasoline station signs with the proposed request:

<b>Name</b>	<b>Location</b>	<b>Sign Height/Area</b>	<b>Approval Type</b>
<i>QuikTrip Corporation</i>	<i>NEC IL Route 47/ IL Route 71</i>	<i>8.23 feet/61.7 sq. ft</i>	<i>Proposed Variance (Height, Area, &amp; Number)</i>
Graham C Stores (2022)	NEC IL Route 47/ IL Route 71	25 feet/168 sq. ft.	Variance (Height & Area)
Gas N Wash (2019)	NEC IL Route 47/ Waterpark Way	12 feet/107 sq. ft.	Variance (Sign Area)
Casey's (2017)	SWC IL Route 34/ McHugh Road	10 feet/47 sq. ft.	Variance (Sign Area)

Shell/Circle K (1990)	SWC IL Route 47/ IL Route 71	20.6 feet/129 sq. ft.	Permitted by Ordinance
-----------------------	---------------------------------	-----------------------	------------------------

- In 2022, Graham C Stores, the previous owner of the property, was granted a sign variance for a monument sign of approximately twenty-five (25) feet in height and about 168 square feet in area. The sign height exceeded the City’s standards by 13 feet (or nearly 200%) and the sign area was 104 sq. feet larger than permitted by City Code at the time.
- In 2019, Gas N Wash on IL Route 47 and Waterpark Way was granted a sign variance for a monument sign of approximately 107 square feet in area (40% larger than permitted by code). The overall sign height of 12 feet met City Code at the time.
- In 2017, Casey’s Gas Station on US 34 and McHugh was granted a sign variance for a monument sign of approximately 47 square feet, which exceeded the maximum sign area for a parcel less than 3 acres by 15 square feet or 32%. The overall sign height of 10 feet met City Code at the time.
- In 1990, the property immediately southwest of the subject property was granted a sign variance for two (2) monument signs of 20.6 feet and 129 square feet for each entrance, which still stand today. The height and square feet were permitted per City Ordinance at the time.

**COMPREHENSIVE PLAN:**

The 2016 Comprehensive Plan designates this property for Destination Commercial (DC). This land use is designated for small to medium scale auto-oriented commercial uses, such as retail centers and restaurants located near residential areas. Additionally, this land use should have landscaping treatments between front parking lots and rights-of-way as well as containing high quality signage which is scaled appropriately. Therefore, the **proposed request is consistent with the designated future land use plan.**

**STANDARDS FOR GRANTING A VARIANCE:**

Per Section 10-8-9 of the Yorkville United Development Ordinance, the Planning and Zoning Commission shall not grant a Variation from the regulations of this UDO unless it shall make findings based upon the evidence presented that the standards for hardships set forth in the Illinois Municipal Code are complied with in addition to the following:

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.
5. 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.
6. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.

**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.**

## **STAFF COMMENTS**

Staff is supportive of the sign variance request for the increased sign height, area, and number of signs on the property, as it is consistent with previously approved gasoline station sign variances in the City as well as the two (2) monument signs permitted by Ordinance immediately southwest of the subject property. The final vote is scheduled for the April 22, 2025 City Council meeting.

## **PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on April 9, 2025 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for a variance to Section 10-6-6-B.2 of the Unified Development Ordinance, increasing the maximum sign area from 48 square feet to 62 square feet and increasing the maximum number of signs on the property from 1 per 800 linear feet of frontage to 2 signs per 800 feet of linear feet of frontage, subject to... {insert any additional conditions of the Planning and Zoning Commission}...*

## **ATTACHMENTS:**

1. Petitioner Variance Application (with exhibits)
2. Public Hearing Notice
3. Sign Permit Applications
4. 2023 Quiktrip Special Use Signage Plan
5. New Proposed Sign Exhibit with Masonry Base



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

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  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>  _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 585.00
<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 <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<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 type="checkbox"/> Over 10 acres                  \$5,000.00		Total: \$
<b>TOTAL AMOUNT DUE:</b>			585.00



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

DATE: 2-21-2025	PZC NUMBER:	DEVELOPMENT NAME: QuikTrip store 4433
<b>PETITIONER INFORMATION</b>		
NAME: Ali Bukhres	COMPANY: QuikTrip Corporation	
MAILING ADDRESS: 50 South Main Street Suite 200		
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 918-284-9456	
EMAIL: abukhres@quiktrip.com	FAX: N/A	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: QuikTrip Corporation		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 107 E Stage Coach Trail		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: NEC or route 47 and 71		
CURRENT ZONING CLASSIFICATION: B3		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: N/A Office/Highway Department		
EAST: M-1 Vacant		
SOUTH: B-3 Resturant/Hotel		
WEST: B-3 Walgreens		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
05-05-400-050		
05-04-300-031		



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

ATTORNEY INFORMATION	
NAME: Nick Ftikas	COMPANY: Law Office of Sam Banks
MAILING ADDRESS: 221 N Lasalle St, 38th Floor	
CITY, STATE, ZIP: Chicago, IL 60601	TELEPHONE: 312-782-1983
EMAIL: nick@sambankslaw.com	FAX: 312-782-2433
ENGINEER INFORMATION	
NAME: Darla Holman	COMPANY: Midwest Design Gorup
MAILING ADDRESS: Midwest Design Group - Kansas City, LLC PO Box 860015	
CITY, STATE, ZIP: Shawnee, KS 66286-0015	TELEPHONE: 913-248-9385
EMAIL: Darla@mdg-KC.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Joe Adams	COMPANY: Farnsworth Group
MAILING ADDRESS: 2211 West Bradly Ave	
CITY, STATE, ZIP: Champaign, IL 61821	TELEPHONE: 217-352-7408
EMAIL: jdadams@f-w.com	FAX:
ATTACHMENTS	
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".	
Petitioner must list the names and addresses of any adjoining or contiguous landowners within 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".	
VARIANCE STANDARDS	
PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.	
The proposed variation for the monument sign is consistent with official comprehensive plan and other development standards and policies of the city. The businesses near the site is consistent with our porposal and the request does not veer away from the surrounding area in nature.	



United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://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:

Sign Area: from 32sf to 61.7sf

Sign Height: from 8 feet to 8' 2 3/4"

Number of signs: From 1 sign every 800' to 2 signs

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 variance is requested due to the need to show product for our fuel offer and for visibility of pricing for customer to make safe movements when deciding to shop with us.

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:

Due to our frontage on both IL 47 and IL 71 being far apart, we are requesting 2 signs that will be 2 3/4" higher than code states and about 29.7 SF larger in area. Due to the limited height of the sign we would not be able to show our products we offer at our location.

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:

If variance is not granted, not only will product we offer will not be seen, but also, we would be put in a competitive disadvantage with other uses having larger signs for similar uses.



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:

Granting of the variation will not be a detriment to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. The surrounding area all have similar height singage and we are requesting even a smaller sign than other business located in the area. the granting of the variance will fit in with the surrounding area. This will allow for customers to view our pricing and help with safe turning movements into our site.

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:

Granting the variance will only help our customers view our pricing of products will in turn will help customers choose if they will stop with us or not. This will allow for ease of traffic flow as customer will make up their mind and mitigating last minute turning movements.

## 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.

*[Handwritten Signature]*

PETITIONER SIGNATURE

2-27-25

DATE

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

*[Handwritten Signature]*

OWNER SIGNATURE

2-27-25

DATE



**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**

*Rachael Perez* 2/27/2025



United City of Yorkville  
 651 Prairie Pointe Drive  
 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: 107 E Stagecoach Trail
-----------------	----------------------	--

**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: Ali Bukhres	COMPANY: QuikTrip Corporation
MAILING ADDRESS: 50 South Main Street STE 200	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 918-284-9456
EMAIL: abukhres@quiktrip.com	FAX: N/A

**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.

Ali Bukhres	Real Estate Project Manager
PRINT NAME	TITLE
	2-24-2025
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		



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 PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>
SITE ADDRESS: 107 E Stagecoach Trail		PARCEL NUMBER: 05-05-400-050, 05-04-300-031
SUBDIVISION:		LOT/UNIT:
<b>APPLICANT INFORMATION</b>		
NAME: Ali Bukhres	TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS 918-284-9456	
ADDRESS: 50 South Main Street STE 200	E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS abukhres@quiktrip.com	
CITY, STATE, ZIP: Naperville, IL 60540	FAX: N/A	
<b>SIGN INFORMATION</b>		
DATE OF PICK UP:	NUMBER OF SIGNS: 2	
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, 651 Prairie Pointe, 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>		
_____ SIGNATURE/AUTHORIZED AGENT		2-24-2025 _____ DATE
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____



MAXIMUM PROPERTY MANAGEMENT FOX HIGHLANDS COMMUNITY ASSOCIATION  
P O BOX 1094  
2178 MUIRFIELD CT  
YORKVILLE IL 60560

COUNTY OF KENDALL  
HIGHWAY DEPT SHED  
111 W FOX ST  
YORKVILLE IL 60560

JAS 2023 REVOCABLE TRUST  
JEANNE A SCHWERTFEGER TTEE  
2031 MUIRFIELD DR  
YORKVILLE IL 60560

ADEM ADEMI  
13411 SPRING HILL DR  
WINNEBAGO IL 61088

RICHARD LIDIA MARCINIAK  
29 WALNUT DR  
YORKVILLE IL 60560

GEORGE NICHTULA  
2037 MUIRFIELD DR  
YORKVILLE IL 60560

RDK VENTURES LLC  
PO BOX 347  
4080 W JONATHAN MOORE PIKE  
COLUMBUS IN 47201

CHRISTOPHER ZIEMBA TRUST  
2029 MUIRFIELD DR  
YORKVILLE IL 60560

AMH 2014-2 BORROWER LLC  
ATTN PROPERTY TAX DEPARTMENT  
23975 PARK SORRENTO SUITE 300  
CALABASAS CA 91302

STEVEN M LOVE  
2035 MUIRFIELD DR  
YORKVILLE IL 60560

CHRISTOPHER HOHMANN  
2021 MUIRFIELD DR  
YORKVILLE IL 60560

MAGALLON NOE LOPEZ ZARATE GABRIELA L  
2039 MUIRFIELD DR  
YORKVILLE IL 60560

REAL ESTATE TAX DEPARTMENT WALGREEN CO  
P O BOX 1159  
DEERFIELD IL 60015

MUKUND KALA PATEL  
104 E STAGECOACH TRL  
YORKVILLE IL 60560

STACEY M SMITH  
2025 MUIRFIELD DR  
YORKVILLE IL 60560

QUIKTRIP CORPORATION  
TAX DEPT  
PO BOX 3475  
TULSA OK 74101

RICHARD LEOKADIA MARCINIAK  
29 WALNUT DR  
YORKVILLE IL 60560

TOM RITA R KLEEFISCH  
8 WALNUT DR  
YORKVILLE IL 60560

YORKVILLE HOLDINGS INC  
1311 BUTTERFIELD RD STE 308  
DOWNS GROVE IL 60515

QUIKTRIP CORPORATION  
TAX DEPT  
PO BOX 3475  
TULSA OK 74101

COUNTY OF KENDALL  
OPEN SPACE BEHIND HWY DEPT ON RT 47  
111 W FOX ST  
YORKVILLE IL 60560

FOX VALLEY FARM PARTNERSHIP  
JOEL MONTALBANO  
418 ARLINGTON PL  
CHICAGO IL 60614

CHICAGO TITLE LAND TRUST CO  
16 WALNUT DR  
YORKVILLE IL 60560

TTT ENTERPRISES LLC  
3 SHIRLEY CT  
NEWARK IL 60541

RICK D MARTINEZ F R VENTURES LLC  
70 WOODLAND DR  
P.O BOX  
YORKVILLE IL 60560

RDK VENTURES LLC  
PO BOX 347  
4080 W JONATHAN MOORE PIKE  
COLUMBUS IN 47201

COUNTY OF KENDALL  
HIGHWAY DEPT SALT DOME  
111 W FOX ST  
YORKVILLE IL 60560

BILL ANEST FAMILY LIMITED PARTNERSHIP  
31366 N HWY 45  
LIBERTYVILLE IL 60048

COUNTY OF KENDALL  
OPEN SPACE BEHIND HWY SHED  
111 W FOX ST  
YORKVILLE IL 60560

FOX VALLEY FARM PARTNERSHIP  
JOEL MONTALBANO  
418 ARLINGTON PL  
CHICAGO IL 60614

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 degree 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 89 degree 29 minutes 40 seconds east 548.60 feet (this point hereinafter referred to as point "A"); thence south 89 degree 29 minutes 40 seconds west along the last described course 548.60 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 degree 56 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 482.85 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 Northerly along the Center Line of said Route 47, 596.73 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois,

(1) Excepting therefrom land conveyed to the People of the State of Illinois by Warranty Deed Recorded June 15, 2017 as Document No. 2017000091111,

And

(2) Excepting therefrom land conveyed to the State of Illinois Department of Transportation by Warranty Deed Recorded March 17, 2011 as Document No. 20110004835.









## Illumination Details



Item #QT-MH-E3PGQ-CC-62

### Project Information

Client  
**QuikTrip**

Location  
**Various**

File  
**QT-MH-E3PGQ-CC-62**

Sales Design Project Manager  
**House CT James Gentry**

### Date / Description

01/17/20	Issue Date
▲	
▲	
▲	
▲	
▲	
▲	
▲	
▲	

### Notes

-

### Client Review Status

Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.

Approved  Approved as Noted  Revise & Resubmit

Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

### Declaration

Copyright © 2020 Allen Industries, Inc.  
This is an original, unpublished drawing, created by Allen Industries, Inc. This drawing is submitted to you in confidence for your use solely in connection with the project being planned for you by Allen Industries, Inc. and is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. The designs shown on the drawing (except for any registered trademarks that may belong to a client of Allen Industries, Inc.) remain the property of Allen Industries, Inc.

**E QT LOGO**  
(24) #GEWHDSP6 mods req'd  
(2) #GEPS24-100U-NA power supplies req'd  
Total electrical load = 2.2 Amps

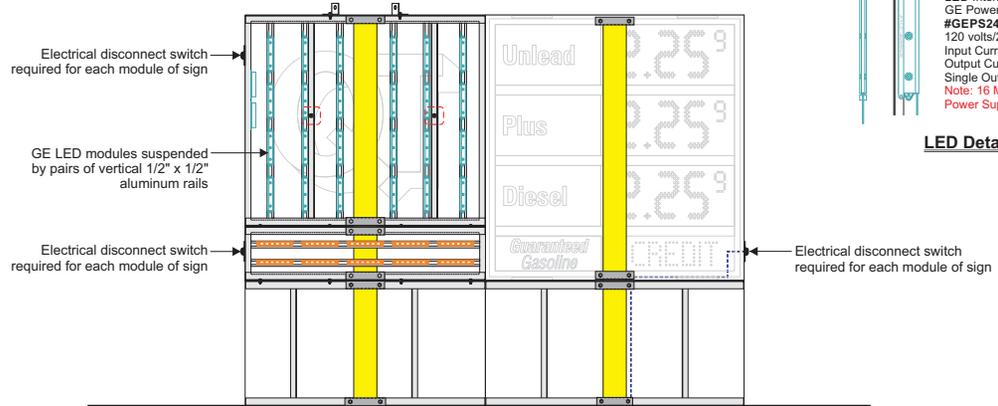
**E QT KITCHENS**  
(20) #GESS71-2 mods req'd  
(2) #GEPS24-100U-NA power supplies req'd  
Total electrical load = 2.2 Amps

**E SKYLINE PRICER**  
Input Voltage: 120VAC  
Control 24/7 = 5 Amps  
One (1) 120V/25 amp switched circuit req'd

**#GESS2471-2**  
24 VOLT SINGLE SIDED  
LED Internal Illumination powered by GE Power Supply  
**#GEPS24-100U-NA**  
120-277 VAC 50/60 HZ  
Input Current 1.1 Amp  
Output Current 4.0 Amps  
Single Output  
**Note: 36 Module Max. Load per Power Supply**

**#GEWHDSP6**  
24 VOLT DOUBLE SIDED  
LED Internal Illumination powered by GE Power Supply  
**#GEPS24-100U-NA**  
120 volts/240 VAC 50/60HZ,  
Input Current 1.1 Amp  
Output Current 4.0 amps  
Single Output  
**Note: 16 Module Max. Load per Power Supply**

### LED Detail



**Front Elevation**  
Scale: 3/8" = 1'-0"

Electrical service and connection to sign to be provided by others. Electrical service to meet all state and local building code requirements.

**Allen Industries** FILE NUMBER: E212503

Listed Electric Sign Complies with UL48 E212503 CSA C22.2 No. 207 **A1 017510**

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND ANY LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

**GROUNDING CONNECTIONS**

**Allen Industries**  
YOUR BRAND AT ITS BEST™

**1-800-967-2553**  
[www.allenindustries.com](http://www.allenindustries.com)











Sold To:

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

Bill To:

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

## Certificate of Publication:

Order Number: 7785528  
Purchase Order: 7785528 QuikTrip Sign Variance

State of Illinois - Kane

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 3/21/2025, and the last publication of the notice was made in the newspaper dated and published on 3/21/2025.

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

PUBLICATION DATES: **Mar 21, 2025.**

---

The Beacon-News

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

22nd Day of March, 2025, by

**Chicago Tribune Media Group**



---

Jeremy Gates

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2025-03**

**NOTICE IS HEREBY GIVEN THAT** Ali Bukhres, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting sign variance approval to permit two (2) monument signs to be erected, which exceed the maximum sign area, maximum sign height, and maximum number of signs as stated in Section 10-6-6-B of the Yorkville United Development Ordinance. The real property, zoned B-3 General Business District, is located at the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (Stagecoach Trail) intersection.

The legal description is as follows:

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 DEGREE 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 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 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 DEGREE 56 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 482.85 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 NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 2017000091111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

**PINs: 05-05-400-050; 05-04-300-031**

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 application on **Wednesday, April 9, 2025 at 7 p.m.**

# CHICAGO TRIBUNE

media group

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



March 21, 2025 7785528

**CERTIFIED MAILING  
AFFIDAVIT**

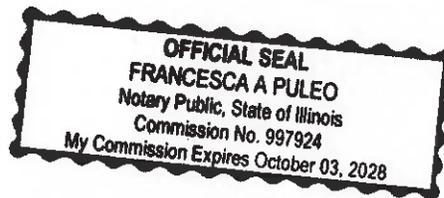
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KENDALL )

I/We, Nicholas F. TERAS, 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, April 9, 2025, 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 March 19, 2025.

*Nicholas F. Teras*  
Signature of Petitioner(s)  
*Attorney for the  
Petitioner*

Subscribed and sworn to before me this  
20<sup>th</sup> day of March, 2025

*Francesca Puleo*  
Notary Public



**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.01
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 6.69
Total Postage and Fee	\$ 9.10
Sent To	

COUNTY OF KENDALL OPEN  
SPACE BEHIND HWY SHED  
111 W FOX ST  
YORKVILLE IL 60560

Street and Apt. No.	
City, State, ZIP+4®	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.01
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 6.69
Total Postage and Fee	\$ 9.10
Sent To	

GEORGE NICHTULA  
2037 MUIRFIELD DR  
YORKVILLE IL 60560

Street and Apt. No.	
City, State, ZIP+4®	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.01
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 6.69
Total Postage and Fee	\$ 9.10
Sent To	

AMH 2014-2 BORROWER LLC ATTN  
PROPERTY TAX DEPARTMENT  
23975 PARK SORRENTO SUITE 300  
CALABASAS CA 91302

Street and Apt. No.	
City, State, ZIP+4®	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.01
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 6.69
Total Postage and Fee	\$ 9.10
Sent To	

MAGALLON NOE LOPEZ  
ZARATE GABRIELA L  
2039 MUIRFIELD DR  
YORKVILLE IL 60560

Street and Apt. No.	
City, State, ZIP+4®	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage	\$ .69
Total Postage and Fee	\$ 9.14
Sent To	

STACEY M SMITH  
2025 MUIRFIELD DR  
YORKVILLE IL 60560

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage	\$ .69
Total Postage and Fee	\$ 9.14
Sent To	

TOM RITA R KLEEFISCH  
8 WALNUT DR  
YORKVILLE IL 60560

Street and Apt. No., or  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage	\$ .69
Total Postage and Fee	\$ 9.14
Sent To	

COUNTY OF KENDALL  
OPEN SPACE BEHIND HWY DEPT ON  
RT 47  
111 W FOX ST  
YORKVILLE IL 60560

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage	\$ .69
Total Postage and Fee	\$ 9.14
Sent To	

TTT ENTERPRISES LLC  
3 SHIRLEY CT  
NEWARK IL 60541

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0232 22

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage \$ .69  
 Total Postage and  
 Sent To \$ 9.44  
 Street and Apt. No.  
 City, State, ZIP+4®

COUNTY OF KENDALL  
 HIGHWAY DEPT SALT DOME  
 111 W FOX ST  
 YORKVILLE IL 60560

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™**

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage \$ .69  
 Total Postage and  
 Sent To \$ 9.44  
 Street and Apt. No.  
 City, State, ZIP+4®

COUNTY OF KENDALL  
 HIGHWAY DEPT SHED  
 111 W FOX ST  
 YORKVILLE IL 60560

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage \$ .69  
 Total Postage and  
 Sent To \$ 9.44  
 Street and Apt. No.  
 City, State, ZIP+4®

FOX VALLEY FARM  
 PARTNERSHIP JOEL  
 MONTALBANO  
 418 ARLINGTON PL  
 CHICAGO IL 60614

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™**

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Postage \$ .69  
 Total Postage and  
 Sent To \$ 9.44  
 Street and Apt. No.  
 City, State, ZIP+4®

CHRISTOPHER ZIEMBA TRUST  
 2029 MUIRFIELD DR  
 YORKVILLE IL 60560

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0231 61

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.41

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 5.91  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .69  
 Total Postage and Fees \$ 4.10  
 Sent To  
 Street and Apt. No.,  
 City, State, ZIP+4®

**RICHARD LIDIA MARCINIAK**  
 29 WALNUT DR  
 YORKVILLE IL 60560

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-8017 See Reverse for Instructions

9589 0710 5270 1980 0231 61

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.41

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 5.91  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .69  
 Total Postage and Fees \$ 4.10  
 Sent To  
 Street and Apt. No.,  
 City, State, ZIP+4®

**CHRISTOPHER HOHMANN**  
 2021 MUIRFIELD DR  
 YORKVILLE IL 60560

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-8017 See Reverse for Instructions

9589 0710 5270 1980 0231 47

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.41

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 5.91  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .69  
 Total Postage and Fees \$ 4.10  
 Sent To  
 Street and Apt. No.,  
 City, State, ZIP+4®

**MUKUND KALA PATEL**  
 104 E STAGECOACH TRL  
 YORKVILLE IL 60560

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-8017 See Reverse for Instructions

9589 0710 5270 1980 0231 47

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
 \$ 3.41

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 5.91  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .69  
 Total Postage and Fees \$ 4.10  
 Sent To  
 Street and Apt. No.,  
 City, State, ZIP+4®

**RICHARD LEOKADIA MARCINIAK**  
 29 WALNUT DR  
 YORKVILLE IL 60560

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-8017 See Reverse for Instructions

**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
\$ 3.41  
Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 5.51  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.44  
Sent To  
Street and Apt. No.  
City, State, ZIP+4®

**QUIKTRIP CORPORATION TAX  
DEPT  
PO BOX 3475  
TULSA OK 74101**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
\$ 3.41  
Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 5.51  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.44  
Sent To  
Street and Apt. No.  
City, State, ZIP+4®

**RDK VENTURES LLC  
PO BOX 347  
4080 W JONATHAN MOORE  
PIKE COLUMBUS IN 47201**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0231 29

**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
\$ 3.41  
Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 5.51  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.44  
Sent To  
Street and Apt. No.  
City, State, ZIP+4®

**CHICAGO TITLE LAND TRUST  
CO 16 WALNUT DR  
YORKVILLE IL 60560**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
\$ 3.41  
Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 5.51  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.44  
Sent To  
Street and Apt. No.  
City, State, ZIP+4®

**JAS 2023 REVOCABLE TRUST  
JEANNE A SCHWERTFEGER  
TTEE 2031 MUIRFIELD DR  
YORKVILLE IL 60560**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0231 09

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee  
\$ 3.41

Extra Services & Fees (check box, add fees as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.64  
Sent To

BILL ANEST FAMILY LIMITED  
PARTNERSHIP  
31366 N HWY 45  
LIBERTYVILLE IL 60048

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee  
\$ 3.41

Extra Services & Fees (check box, add fees as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.64  
Sent To

RICK D MARTINEZ F R  
VENTURES LLC  
70 WOODLAND DR  
P.O BOX  
YORKVILLE IL 60560

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 86

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee  
\$ 3.41

Extra Services & Fees (check box, add fees as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.64  
Sent To

FOX VALLEY FARM  
PARTNERSHIP JOEL  
MONTALBANO  
418 ARLINGTON PL  
CHICAGO IL 60614

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee  
\$ 3.41

Extra Services & Fees (check box, add fees as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.81
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 2.69  
Total Postage and  
\$ 9.64  
Sent To

YORKVILLE HOLDINGS INC  
1311 BUTTERFIELD RD STE 308  
DOWNERS GROVE IL 60515

Street and Apt. No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 62

9589 0710 5270 1980 0230 55

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 1.64  
Total Postage and  
\$ 9.64  
Sent To  
Street and Apt. No.,  
City, State, ZIP+4®

QUIKTRIP CORPORATION TAX  
DEPT  
PO BOX 3475  
TULSA OK 74101

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 48

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 1.64  
Total Postage and  
\$ 9.64  
Sent To  
Street and Apt. No.  
City, State, ZIP+4

REAL ESTATE TAX  
DEPARTMENT WALGREEN CO  
P O BOX 1159  
DEERFIELD IL 60015

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 31

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 1.64  
Total Postage and  
\$ 9.64  
Sent To  
Street and Apt. No.  
City, State, ZIP+4

STEVEN M LOVE  
2035 MUIRFIELD DR  
YORKVILLE IL 60560

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 24

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.51
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage  
\$ 1.64  
Total Postage and  
\$ 9.64  
Sent To  
Street and Apt. No.  
City, State, ZIP+4

RDK VENTURES LLC  
PO BOX 347  
4080 W JONATHAN MOORE  
PIKE COLUMBUS IN 47201

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1980 0230 17

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.31
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 0.69
Total Postage and F	\$ 9.69
Sent To	

ADEM ADEMI  
13411 SPRING HILL DR  
WINNEBAGO IL 61088

Street and Apt. No.,  
City, State, ZIP+4®

9589 0710 5270 1980 0229 97

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$ 3.41
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 5.31
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$ 0.69
Total Postage and F	\$ 9.69
Sent To	

MAXIMUM PROPERTY  
MANAGEMENT FOX  
HIGHLANDS COMMUNITY  
ASSOCIATION P O BOX 1094  
2178 MUIRFIELD CT

Street and Apt. No.,  
City, State, ZIP+4®



United City of Yorkville  
 651 Prairie Pointe Dr, Yorkville, Illinois, 60560  
 630-553-8545  
 630-553-7264  
 bzpermits@yorkville.il.us

# SIGN PERMIT APPLICATION

PERMIT NUMBER: <b>2025-0094</b>		DATE/TIME RECEIVED: <b>FEB 07 2025</b>
SITE ADDRESS: 107 East Stagecoach Trail, Yorkville, IL 60560		PARCEL NUMBER: <b>05-05-400-050</b>
SUBDIVISION: QUIKTRIP #7318		LOT/UNIT:
<b>APPLICANT INFORMATION</b>		
APPLICANT/BUSINESS NAME: Warren Sign Co.	TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 636-282-1300	
ADDRESS: 2955 Arnold Tenbrook Rd., Arnold, MO 63010	E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS <b>swinter@warrensign.com</b>	
CITY, STATE, ZIP: Arnold, MO 63010	FAX:	
<b>OWNER INFORMATION</b>		
<input type="radio"/> CHECK IF INFORMATION PROVIDED ABOVE IS THE SAME		
NAME: QuikTrip Corporation c/o Ali Bukhres	TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 918-284-9456	
ADDRESS: 50 South Main Street, Ste. 200	E-MAIL: <input checked="" type="radio"/> HOME <input type="radio"/> BUSINESS <b>abukhres@quiktrip.com</b>	
CITY, STATE, ZIP: Naperville, IL 60540	FAX:	
<b>SIGN INFORMATION</b>		
TYPE OF SIGN: <input checked="" type="radio"/> PERMANENT <input type="radio"/> TEMPORARY	PROJECT CONSTRUCTION VALUE: <b>\$10,000.00</b>	
<b>PERMANENT SIGNS</b> <input checked="" type="radio"/> MONUMENT SIGN <b>MH-E3PGQ Monument Sign</b> <input type="radio"/> BUILDING MOUNTED SIGN <b>Stagecoach Trail Entrance Sign</b> <input type="radio"/> FACE CHANGE DIMENSION OF SIGN (AREA): <b>5'-8.75" x 10'-9.25" (61.7 SF / 8'-2.75" Tall)</b> FOR BUILDING MOUNTED SIGN ONLY; LINEAL FOOTAGE OF FACADE: _____	<b>TEMPORARY SIGNS</b> <input type="radio"/> BANNER <input type="radio"/> WIND FEATHER <input type="radio"/> OTHER _____ DIMENSION OF SIGN (AREA): _____ SIGN DURATION: _____	
<b>ATTACHMENTS NEEDED FOR A SIGN PERMIT APPLICATION INCLUDE A PLAT OF SURVEY FOR ALL FREE STANDING SIGNS SHOWING THE LOCATION OF THE SIGN, RENDERING OF SIGN WITH DIMENSION, AND ELECTRICAL DETAILS FOR ILLUMINATED SIGNS.</b>		
<b>TERMS:</b> In consideration of this application and attached forms being made a part hereof, and the issuance of this permit, I/we agree to the following terms: All work performed under said permit shall be in accordance with the plans which accompany this permit application, except for such changes as may be authorized or required by the Building Official; the proposed work is authorized by the owner of record, and that I/we have been authorized by the owner to make the application and/or schedule all necessary inspections as an agent; all work will conform to all applicable codes, laws, and ordinances of the United City of Yorkville. I/we as owner of record or authorized agent are responsible to abide by all covenants and association restrictions as may apply to the proposed work associated with this permit. I/WE AGREE TO NOT OCCUPY THE BUILDING UNTIL ALL INSPECTIONS HAVE BEEN PERFORMED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. <b>This Permit is a public document and all information on it is subject to public review pursuant to the Illinois Freedom of Information Act.</b>		
SIGNATURE: <i>Joe Winter Warren Sign</i>		DATE: <b>2/6/25</b>
REVIEW CONCLUSIONS (all staff comments on back of application):		
BUILDING CODE COMPLIANCE: _____		DATE: _____
<input type="radio"/> APPROVED <input type="radio"/> NOT APPROVED ZONING CODE COMPLIANCE: <i>David Hays</i>		DATE: <b>2/20/25</b>
<input type="radio"/> APPROVED <input checked="" type="radio"/> NOT APPROVED RE-SUBMITTAL: _____		DATE/TIME ISSUED: _____

**YORKVILLE**  
**Building Department**  
**651 PRAIRIE POINTE DR**  
**YORKVILLE, IL 60560**  
**Tel # (630) 553-8545 Fax # (630) 553-7264**

Issue Date : 00/00/0000  
Applied for : 02/07/2025  
Expires : 00/00/0000

Permit # 20250094  
Type : SIGN  
Parcel # 05-05-400-050

Address : 107 E STAGECOACH TR  
YORKVILLE, IL

Owner : QUIKTRIP CORPORATION  
50 SOUTH MAIN ST. STE 200  
NAPERVILLE, IL 60540

Building : Value : \$ 10,000.00  
Unit : Square Footage : 61

**FEE SCHEDULE**

SIGN WITH ELECTRIC	\$	100.00
SUBTOTAL FEES	\$	100.00
PAYMENTS	\$	0.00
BALANCE DUE	\$	100.00

**NOTE: Fees must be paid in full prior to the permit being issued.**

**Forms of Payment Accepted are: Cash, Check and Credit Card.**  
**Checks are made payable to the City of Yorkville.**



**20250094**



# BUILDING PERMIT

**# 2025-0094**

**FOR**

**Signs**

**ADDRESS**

**107 E STAGECOACH TRL**

**DATE ISSUED**

**BY**

**SCHEDULE NEXT DAY INSPECTIONS BEFORE 2:30 PM**

**CALL: 630-553-8527 or -8545**

**EMAIL: [bzpermits@yorkville.il.us](mailto:bzpermits@yorkville.il.us)**

**UNITED CITY OF YORKVILLE**

**651 PRAIRIE POINTE DR**

**YORKVILLE, IL 60560**

**BUILDING PERMIT MUST BE DISPLAYED**

**REScheck AND PLANS MUST BE KEPT ON SITE**

## David Hansen

---

**From:** David Hansen  
**Sent:** Thursday, February 20, 2025 12:40 PM  
**To:** B&Z Permits; Bobbie Blystone; Gina Nelson  
**Cc:** Krysti Barksdale-Noble; Sara Mendez; Peter Ratos  
**Subject:** Sign Permit 2025-0094 - 107 East Stagecoach Trail  
**Attachments:** QuikTrip (Special Use) EXHIBITS - Site Plan.pdf

I have reviewed the monument sign proposed for the property located at 107 East Stagecoach Trail (QuikTrip). The sign is **not approved, due to the following:**

- **Sign is 61.7 sq ft and a height of 8' 2 ¾". The monument sign does not match the approved special use ordinance for QuikTrip and exceeds UDO standards regarding sign area and height.**
- **There is also no information provided regarding building materials of the sign and no landscape plan exhibit. Building materials are needed to determine the area and height of the sign.**
- **Please see an outline of UDO monument standards below along with the attached special use ordinance site plan exhibit indicating the monument signage approved. Please resubmit monument sign permit.**

### Single-Tenant Monument Signs.

1. **Sign Dimensions.**
  - a) **Base Quality Single-Tenant Monument Signs.** Single-tenant monument signs utilizing base quality sign materials shall meet the following dimensional standards.
    1. **Sign Area.** The maximum sign area shall not exceed thirty-two (32) square feet.
    2. **Sign Height.** The maximum sign height of single-tenant monument signs shall not exceed eight (8) feet.
  - b) **High Quality Single-Tenant Monument Signs.** Single-tenant monument signs utilizing high quality sign materials shall meet the following dimensional standards.
    1. **Sign Area.** The maximum sign area shall not exceed forty-eight (48) square feet.
    2. **Sign Height.** The maximum sign height of single-tenant monument signs shall not exceed twelve (12) feet.
2. **Number of Signs.** A maximum of one (1) single-tenant monument sign shall be permitted per every eight-hundred (800) continuous, linear feet of [lot frontage](#).
3. **Location.** Single-tenant monument signs shall be located the minimum distance established below per [district](#) type from property lines, rights-of-way, and utility [easements](#), shall not [block](#) points of ingress or egress, be placed in any [sidewalk](#) or pedestrian circulation system, and shall not be located in a vision clearance area as detailed in Section [10-5-6](#).
  - a) (1) **Residential Districts:** Ten (10) feet
  - b) (2) **Nonresidential Districts:** Five (5) feet
4. **Landscape Requirement.** All single-tenant monument signs shall be required to plant and maintain a landscape area meeting the requirements of Section [10-6-6\(B\)\(1\)\(b\)](#) at the base of the sign.

### Landscape.

1. All monument signs shall be required to plant and maintain a landscape area at the base of the sign.
2. The minimum area of the landscape area shall be equal to half (1/2) of the square footage of the sign area of the associated sign.
3. Landscape areas shall be planted with one (1) shrub or native grass, per every three (3) square feet of required landscape area.
4. Required shrubs and native grasses shall be approved by the [Zoning Administrator](#) as a landscape plan.



United City of Yorkville  
 651 Prairie Pointe Dr, Yorkville, Illinois, 60560  
 630-553-8545  
 630-553-7264  
 bzpermits@yorkville.il.us

# SIGN PERMIT APPLICATION

PERMIT NUMBER: <b>2025-0095</b>		DATE/TIME RECEIVED: <b>FEB 07 2025</b>
SITE ADDRESS: 107 East Stagecoach Trail, Yorkville, IL 60560		PARCEL NUMBER: <b>05-05-400-050</b>
SUBDIVISION: QUIKTRIP #7318		LOT/UNIT:
<b>APPLICANT INFORMATION</b>		
APPLICANT/BUSINESS NAME: Warren Sign Co.	TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 636-282-1300	
ADDRESS: 2955 Arnold Tenbrook Rd., Arnold, MO 63010	E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS swinter@warrensign.com	
CITY, STATE, ZIP: Arnold, MO 63010	FAX:	
<b>OWNER INFORMATION</b>		
<input type="radio"/> CHECK IF INFORMATION PROVIDED ABOVE IS THE SAME		
NAME: QuikTrip Corporation c/o Ali Bukhres	TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 918-284-9456	
ADDRESS: 50 South Main Street, Ste. 200	E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS abukhres@quiktrip.com	
CITY, STATE, ZIP: Naperville, IL 60540	FAX:	
<b>SIGN INFORMATION</b>		
TYPE OF SIGN: <input checked="" type="radio"/> PERMANENT <input type="radio"/> TEMPORARY	PROJECT CONSTRUCTION VALUE: \$10,000.00	
<b>PERMANENT SIGNS</b> <input checked="" type="radio"/> MONUMENT SIGN MH-E3PGQ Monument Sign <input type="radio"/> BUILDING MOUNTED SIGN Bridge Street Entrance Sign <input type="radio"/> FACE CHANGE DIMENSION OF SIGN (AREA): 5'-8.75" x 10'-9.25" (61.7 SF / 8'-2.75" Tall) FOR BUILDING MOUNTED SIGN ONLY; LINEAL FOOTAGE OF FACADE:	<b>TEMPORARY SIGNS</b> <input type="radio"/> BANNER <input type="radio"/> WIND FEATHER <input type="radio"/> OTHER _____ DIMENSION OF SIGN (AREA): _____ SIGN DURATION: _____	
<b>ATTACHMENTS NEEDED FOR A SIGN PERMIT APPLICATION INCLUDE A PLAT OF SURVEY FOR ALL FREE STANDING SIGNS SHOWING THE LOCATION OF THE SIGN, RENDERING OF SIGN WITH DIMENSION, AND ELECTRICAL DETAILS FOR ILLUMINATED SIGNS.</b>		
<b>TERMS:</b> In consideration of this application and attached forms being made a part hereof, and the issuance of this permit, I/we agree to the following terms: All work performed under said permit shall be in accordance with the plans which accompany this permit application, except for such changes as may be authorized or required by the Building Official; the proposed work is authorized by the owner of record, and that I/we have been authorized by the owner to make the application and/or schedule all necessary inspections as an agent; all work will conform to all applicable codes, laws, and ordinances of the United City of Yorkville. I/we as owner of record or authorized agent are responsible to abide by all covenants and association restrictions as may apply to the proposed work associated with this permit. I/WE AGREE TO NOT OCCUPY THE BUILDING UNTIL ALL INSPECTIONS HAVE BEEN PERFORMED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. <b>This Permit is a public document and all information on it is subject to public review pursuant to the Illinois Freedom of Information Act.</b>		
SIGNATURE: <i>Jane Winter Warren Sign</i>	DATE: 2/6/25	
<b>REVIEW CONCLUSIONS (all staff comments on back of application):</b>		
<b>BUILDING CODE COMPLIANCE:</b> _____ DATE: _____ <input type="radio"/> APPROVED <input type="radio"/> NOT APPROVED		
<b>ZONING CODE COMPLIANCE:</b> <i>David Hansen</i> _____ DATE: 2/20/25 <input type="radio"/> APPROVED <input checked="" type="radio"/> NOT APPROVED		
<b>RE-SUBMITTAL:</b> _____ DATE: _____ <input type="radio"/> APPROVED <input type="radio"/> NOT APPROVED	DATE/TIME ISSUED:	

**YORKVILLE**  
**Building Department**  
**651 PRAIRIE POINTE DR**  
**YORKVILLE, IL 60560**  
**Tel # (630) 553-8545 Fax # (630) 553-7264**

Issue Date : 00/00/0000  
 Applied for : 02/07/2025  
 Expires : 00/00/0000

Permit # 20250095  
 Type : SIGN  
 Parcel # 05-05-400-050

Address : 107 E STAGECOACH TR  
 YORKVILLE, IL

Owner : QUIKTRIP CORPORATION  
 50 SOUTH MAIN ST. STE 200  
 NAPERVILLE, IL 60540

Building : Value : \$ 10,000.00  
 Unit : Square Footage : 61

**FEE SCHEDULE**

SIGN WITH ELECTRIC	\$ 100.00
SUBTOTAL FEES	\$ 100.00
PAYMENTS	\$ 0.00
BALANCE DUE	\$ 100.00

**NOTE: Fees must be paid in full prior to the permit being issued.**

**Forms of Payment Accepted are: Cash, Check and Credit Card.**  
**Checks are made payable to the City of Yorkville.**



**20250095**



# BUILDING PERMIT

**# 2025-0095**

**FOR**

**Signs**

**ADDRESS**

**107 E STAGECOACH TRL**

**DATE ISSUED**

**BY**

**SCHEDULE NEXT DAY INSPECTIONS BEFORE 2:30 PM**

**CALL: 630-553-8527 or -8545**  
**EMAIL: [bzpermits@yorkville.il.us](mailto:bzpermits@yorkville.il.us)**

**UNITED CITY OF YORKVILLE**  
**651 PRAIRIE POINTE DR**  
**YORKVILLE, IL 60560**

**BUILDING PERMIT MUST BE DISPLAYED**  
**REScheck AND PLANS MUST BE KEPT ON SITE**

## David Hansen

---

**From:** David Hansen  
**Sent:** Thursday, February 20, 2025 12:40 PM  
**To:** B&Z Permits; Bobbie Blystone; Gina Nelson  
**Cc:** Krysti Barksdale-Noble; Sara Mendez; Peter Ratos  
**Subject:** Sign Permit 2025-0095 - 107 East Stagecoach Trail  
**Attachments:** QuikTrip (Special Use) EXHIBITS - Site Plan.pdf

I have reviewed the monument sign proposed for the property located at 107 East Stagecoach Trail (QuikTrip). The sign is **not approved, due to the following:**

- **Sign is 61.7 sq ft and a height of 8' 2 ¾". The monument sign does not match the approved special use ordinance for QuikTrip and exceeds UDO standards regarding sign area and height.**
- **There is also no information provided regarding building materials of the sign and no landscape plan exhibit. Building materials are needed to determine the area and height of the sign.**
- **Please see an outline of UDO monument standards below along with the attached special use ordinance site plan exhibit indicating the monument signage approved. Please resubmit monument sign permit.**

### Single-Tenant Monument Signs.

1. **Sign Dimensions.**
  - a) **Base Quality Single-Tenant Monument Signs.** Single-tenant monument signs utilizing base quality sign materials shall meet the following dimensional standards.
    1. **Sign Area.** The maximum sign area shall not exceed thirty-two (32) square feet.
    2. **Sign Height.** The maximum sign height of single-tenant monument signs shall not exceed eight (8) feet.
  - b) **High Quality Single-Tenant Monument Signs.** Single-tenant monument signs utilizing high quality sign materials shall meet the following dimensional standards.
    1. **Sign Area.** The maximum sign area shall not exceed forty-eight (48) square feet.
    2. **Sign Height.** The maximum sign height of single-tenant monument signs shall not exceed twelve (12) feet.
2. **Number of Signs.** A maximum of one (1) single-tenant monument sign shall be permitted per every eight-hundred (800) continuous, linear feet of [lot frontage](#).
3. **Location.** Single-tenant monument signs shall be located the minimum distance established below per [district](#) type from property lines, rights-of-way, and utility [easements](#), shall not [block](#) points of ingress or egress, be placed in any [sidewalk](#) or pedestrian circulation system, and shall not be located in a vision clearance area as detailed in Section [10-5-6](#).
  - a) (1) **Residential Districts:** Ten (10) feet
  - b) (2) **Nonresidential Districts:** Five (5) feet
4. **Landscape Requirement.** All single-tenant monument signs shall be required to plant and maintain a landscape area meeting the requirements of Section [10-6-6\(B\)\(1\)\(b\)](#) at the base of the sign.

### Landscape.

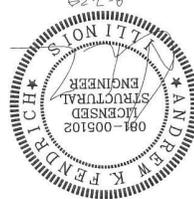
1. All monument signs shall be required to plant and maintain a landscape area at the base of the sign.
2. The minimum area of the landscape area shall be equal to half (1/2) of the square footage of the sign area of the associated sign.
3. Landscape areas shall be planted with one (1) shrub or native grass, per every three (3) square feet of required landscape area.
4. Required shrubs and native grasses shall be approved by the [Zoning Administrator](#) as a landscape plan.





SEE SHEET 2 FOR ALTERNATE SPADE FOOTING.

ILLINOIS DESIGN FIRM LICENSE NO. 184.001794  
 and 115 mph wind speed.  
 Based on the 2021 International Building Code  
 DESIGN WIND LOAD:  
 4. Anchor bolts shall be ASTM F-1554 Gr. 55 steel.  
 2023-0929.10 dated August 11, 2023.  
 SCI Engineering, Inc. geotechnical report No.  
 per foot lateral based on soil conditions found in  
 2500 PSF Static, 3325 PSF Dynamic and 225 PSF  
 3. Footings designed using soil bearing forces of  
 Reinforcing steel shall be ASTM A-615 Grade 60.  
 strength of 4000 PSI at 28 days.  
 1. Concrete shall have a minimum compressive  
 FOUNDATION DESIGN NOTES:



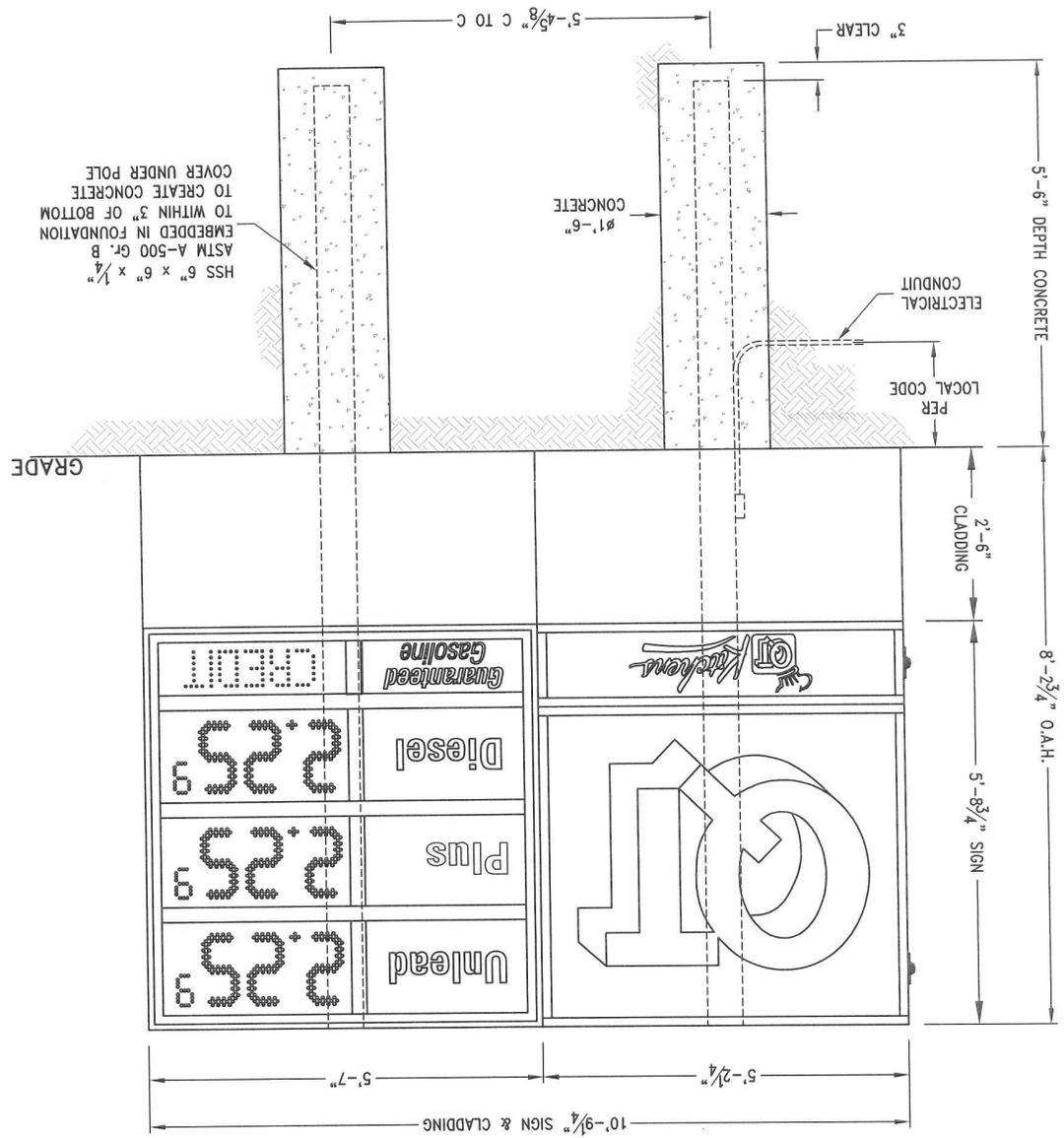
DATE	07 Aug 24	SCALE	NONE
DATE	07 Aug 24	DRAWING NUMBER	2408036
DATE	07 Aug 24	CHECKED BY	J. HOGAN
DATE	07 Aug 24	DESIGNED BY	A. KLOTZKE

REV. DATE DESCRIPTION APPROVED  
 A 07 Aug 24 RELEASED FOR PERMITTING J. HOGAN  
 Fendrich Engineering, Inc.  
 305 East Monroe Street, Springfield Illinois 62701  
 Robert-James & Associates, Inc.  
 phone: 708-479-8385 fax: 708-479-8395 email: rj33@comcast.net  
 8'-2 3/4" OAH DIRECT BURY CLAPPED  
 TWIN POLES FOR QUIKTRIP SIGN

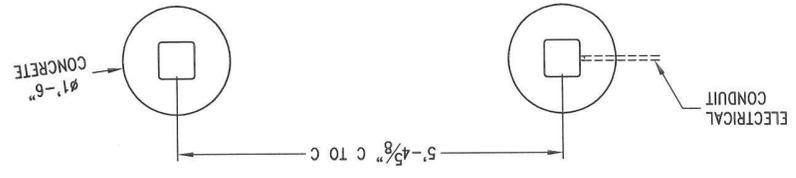
SITE: Quiktrip  
 Store No. 7318  
 107 East Stagecoach Trail  
 Yorkville, Illinois 60560

SIGN TYPE  
 MH-E3PGQ-CC-62

ELEVATION VIEW-CAISSON FOOTINGS



PLAN VIEW-CAISSON FOOTINGS



QTY. CONCRETE: 0.3 CU. YDS. EACH



12255 West 187th Street  
Mokena, Illinois 60448  
(708) 479-8385

File : AllenInd2250.mcd

Site : QuikTrip  
Store No. 7318  
107 East Stagecoach Trail  
Yorkville, Illinois 60560

Sign Type : MH-E3PGQ-CC-62 8'-2 3/4" overall height direct bury twin poles for 5'-8 3/4" x 10'-9 1/4" combination ID, QT Kitchen and electronic price sign with 2'-6" tall x 10'-9 1/4" lower pole cladding with both caisson and spade footing options. Footing design based on soil conditions found in SCI Engineering, Inc. geotechnical report number 2023-0929.10 dated August 11, 2023.  
Drawing No. 2408036 rev. A sheets 1 and 2 of 2.

Design wind load is based on the 2018 International Building Code ( ASCE 7-16 ) using Exposure C and 115 mph wind speed.

Design Wind Speed : ( mph. )  $V := 115.0$  Based on Risk Category II

Velocity Pressure Coefficient at a Height of Less Than 15', Exposure C :  $K_z := 0.85$  Based on Table 29.3-1

Topographic Factor :  $K_{zt} := 1.00$  Based on Table 26.8-1

Wind Directionality Factor :  $K_d := 0.95$  Based on Table 26.6-1

Velocity Pressure : ( PSF )  $q_z := 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$   $q_z = 27.339$  Based on 29.3-1

For Figure 29.4-1

Overall Height : ( ft. )  $h := 8.23$  Overall Width : ( ft. )  $B := 10.77$

Where 's' equals 'h'  $s := 8.23$

$\frac{s}{h} = 1$   $\frac{B}{s} = 1.309$

Force Coefficient :  $C_f := 1.43$  Based on Figure 29.4-1

Gust Effect Factor :  $G := 0.85$  Based on 26.9.4 for Other Structures

ASD Conversion Factor :  $LCF := 0.60$

Design Pressure : ( PSF )  $F := q_z \cdot C_f \cdot G \cdot LCF$   $F = 19.938$  Use :  $WL := 20.0$

Reference : Manual of Steel Construction, AISC 13th Edition.

Tube : ASTM A-500 Gr. B  $F_y = 46.0$  ksi. ;  $F_b = 30.36$  ksi. ;  $F_v = 18.40$  ksi.

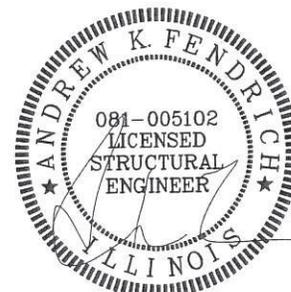
Reference : American Concrete Institute, Code 318.14

Rebar : ASTM A-615 Grade 60  $F_y = 60.0$  ksi.

Concrete : 4,000 psi. compressive strength at 28 days.

Design Loads at Grade :

Shear : ( lbs. )  $ShrGrd := (8.23 \cdot 10.77 \cdot WL)$   $ShrGrd = 1772.742$



8-7-24  
EXP. 11-30-24

$$\text{Moment : ( ft.lbs. )} \quad MtGrd := ShrGrd \cdot \left( \left( \frac{8.23}{2} \right) + (0.05 \cdot 8.23) \right) \quad MtGrd = 8024.317$$

Design of Pole Structures at Grade :

$$\text{Section Modulus of Tube : ( in.3 )} \quad \text{HSS 6" x 6" x 1/4" wall -} \quad TubeSM := 9.54$$

$$\text{Moment per Pole : ( ft.lbs. )} \quad MtPoleGrd := \frac{MtGrd}{2} \quad MtPoleGrd = 4012.158$$

$$\text{Bending Stress : ( psi. )} \quad f_b := \frac{MtPoleGrd \cdot 12}{TubeSM} \quad f_b = 5046.74$$

$$\text{Area of Tube : ( in.2 )} \quad \text{HSS 6" x 6" x 1/4" wall -} \quad TubeArea := 5.24$$

$$\text{Shear per Pole : ( lbs. )} \quad ShrPoleGrd := \frac{ShrGrd}{2} \quad ShrPoleGrd = 886.371$$

$$\text{Shear Stress : ( psi. )} \quad f_v := \frac{ShrPoleGrd}{TubeArea} \quad f_v = 169.155$$

$$\text{Unity Check - Poles :} \quad UCPoles := \frac{f_b}{30360} + \frac{f_v}{18400} \quad UCPoles = 0.175 < 1.00 \quad \text{OK}$$

Design of Caisson Footings :

$$\text{Moment per Footing : ( ft.lbs. )} \quad Ma := MtPoleGrd \quad Ma = 4012.158$$

$$\text{Shear per Footing : ( lbs. )} \quad Va := ShrPoleGrd \quad Va = 886.371$$

$$\text{Applied Lateral Force : ( lbs. )} \quad P := Va \quad P = 886.371$$

$$\text{Allowable Lateral Soil Pressure : ( lbs./ft.2 per ft. )} \quad LP := 225$$

$$\text{Diameter of Caisson : ( ft. )} \quad b1 := 1.5$$

$$\text{Distance in Feet From Ground Surface to Point of Application of "P"} \quad h := \frac{Ma}{Va} \quad h = 4.527$$

$$\text{Depth of Footing Below Grade : ( ft. )} \quad d1 := 5.5$$

$$\text{Allowable Lateral Soil Bearing Pressure Pursuant to the 2018 International Building Code Section 1807.3.2.1 and geotechnical data.} \quad SI := d1 \cdot \frac{(LP \cdot 1.33)}{3} \quad SI = 548.625$$

$$A := 2.34 \cdot \frac{P}{SI \cdot b1} \quad A = 2.52$$

$$d2 := \left( \frac{A}{2} \right) \cdot \left( 1 + \left( \sqrt{1 + 4.36 \cdot \frac{h}{A}} \right) \right) \quad d2 = 5.005 \leq d1 = 5.5 \quad \text{OK}$$

Check Tensile Stress in Footing :

$$\text{Overturning Moment About Heel Point : ( ft.lbs. )} \quad Mh := Ma + (Va \cdot d1) \quad Mh = 8887.199$$

Treat as a cantilever at bottom.

Compressive Strength of Concrete : ( psi )		$f_c := 4000$
Yield Strength of Rebar : ( psi )		$f_y := 60000$
Section Modulus of Footing : ( in.3 )	$S_w := \frac{\pi \cdot (b1 \cdot 12)^3}{32}$	$S_w = 572.555$
Tensile Stress in Concrete : ( psi. )	$f_t := \left( \frac{Mh \cdot 12}{S_w} \right)$	$f_t = 186.264$
Allowable Concrete Stress : ( psi. )	$\phi F_t := 0.65 \cdot (5 \cdot \sqrt{f_c})$	$\phi F_t = 205.548 > f_t = 186.264$ REBAR NOT REQUIRED FOR STRESS

Design of Temperature and Shrinkage Steel in Caisson :

Moment for USD Design :	$M_u := 1.7 \cdot Mh$	$M_u = 15108.238$
	$d := ((b1 \cdot 12) \cdot .80) - \left( \frac{(b1 \cdot 12) - 6.0}{2} \right)$	$d = 8.4$
To Plot for " ju " :	$coeff := \frac{M_u \cdot 12}{f_c \cdot b1 \cdot 12 \cdot d^2}$ $coeff = 0.036$	$ju := 0.81$

Use yield strength of direct bury tube to check.

Yield Strength of Tube : ( psi. )		$f_y := 42000$
Required Area : ( in.2 )	$A_s := \frac{M_u \cdot 12}{ju \cdot f_y \cdot d \cdot 0.90}$	$A_s = 0.705$
Rebar Requirement :	$A_s = 0.705 < TubeArea = 5.24$ None required with the direct bury tube.	

Quantity of Concrete :     $CY := \left( \frac{\pi \cdot b1^2 \cdot d1}{4 \cdot 27} \right) - \left( \frac{0.5^2 \cdot (d1 - 0.25)}{27} \right)$      $CY = 0.311$     Each

Note :    Keep bottom of tubes 3" from bottom of footings to create concrete cover for water exclusion.

Design of Spade Footing :

Loads :

Moment : ( ft.lbs. )	$M_a := MtGrd$	$M_a = 8024.317$
Shear : ( lbs. )	$V_a := ShrGrd$	$V_a = 1772.742$

Allowables :

Lateral passive pressure against foundation : ( lbs./sq.ft. per foot )	$PP := 225$
Static soil pressure : ( lbs./sq.ft. )	$SSP := 2500$
Dynamic soil pressure : ( lbs./sq.ft. )	$DSP := 3225$

Foundation parameters :

Depth of footing below grade : ( ft. )

$DF := 3.0$

Width of footing : ( ft. )

$WF := 11.0$

Length of footing : ( ft. )  
( Wind direction )

$LF := 2.5$

Weight of structure and foundation :

Design weight of concrete : ( lbs./cu.ft. )

$CWT := 150$

Signage and cladding weight : ( lbs. )

$SWT := 725$

Pole weight : ( lbs. )

$PWT := 375$

Footing weight : ( lbs. )

$FTWT := DF \cdot WF \cdot LF \cdot CWT$

$FTWT = 12375$

Net weight : ( lbs. )

$NETWT := SWT + PWT + FTWT$

$NETWT = 13475$

Check Factor of Safety :

Overturning moment about heel point of foundation : ( ft.lbs. )

$Mo := Va \cdot DF + Ma$

$Mo = 13342.543$

Total passive pressure on footing : ( lbs./sq.ft. )

$Tpp := PP \cdot DF^2 \cdot \left( \frac{WF}{2} \right)$

$Tpp = 11137.5$

Resisting moment about the heel point : ( ft.lbs. )

$Mr := NETWT \cdot \left( \frac{LF}{2} \right) + Tpp \cdot \left( \frac{DF}{3} \right)$

$Mr = 27981.25$

Factor of Safety :

$FS := \frac{Mr}{Mo}$

$FS = 2.097 > 1.5$

OK

Check soil bearing pressures :

Static soil pressure : ( lbs./sq.ft. )

$SBP := \frac{NETWT}{LF \cdot WF}$

$SBP = 490 < SSP = 2500$

OK

Dynamic soil pressure : ( lbs./sq.ft. )

$$e := \left| \frac{\left( Mo - Tpp \cdot \left( \frac{DF}{3} \right) \right)}{NETWT} \right| \quad e = 0.164$$

$$\left( \frac{LF}{6} \right) = 0.417 > e = 0.164$$

$$qa := \left( \frac{NETWT}{WF \cdot LF} \right) \cdot \left( \left( 1 + \left( 6 \cdot \frac{e}{LF} \right) \right) \right)$$

$qa = 682.44 < DSP = 3225$

OK

Check tensile stress of concrete at pole :

Compressive Strength of Concrete : ( psi.)

$f_c := 3000$

Overturning moment at pole : ( ft.lbs./ft. )

$$Mp := \left( \frac{LF}{2} \right)^2 \cdot \left( \frac{qa}{2} \right)$$

$Mp = 533.156$

Section modulus of footing - Per foot of width : ( in.3 )

$$Sw := 12 \cdot \frac{(DF \cdot 12)^2}{6}$$

$Sw = 2592$

Tensile stress in concrete : ( psi. )

$$ft := \frac{(Mp \cdot 12)}{Sw}$$

$ft = 2.468$

Allowable stress in concrete : ( psi. )

$$\phi Ft := 0.65 \cdot (5 \cdot \sqrt{f_c})$$

$\phi Ft = 178.01 > ft = 2.468$

REBAR NOT REQUIRED FOR STRESS

Design of temperature and shrinkage steel :

Rebar size :

$Number := 3$

Rebar Area : ( in.2 )

$$Area := \frac{\pi \cdot \left( \frac{Number}{8} \right)^2}{4}$$

$Area = 0.11$

For length of footing :

$Asl := 0.00038 \cdot DF \cdot WF \cdot 144$

$Asl = 1.806$

Number required :

$\frac{Asl}{Area} = 16.35$

Use eight ( 8 ) #3 Rebar x 2'-0" LG. equally spaced top and bottom using 3" typical clear. ( Sixteen ( 16 ) total required. )

For width of footing :

$Asw := 0.00038 \cdot DF \cdot LF \cdot 144$

$Asw = 0.41$

Number required :

$\frac{Asw}{Area} = 3.716$

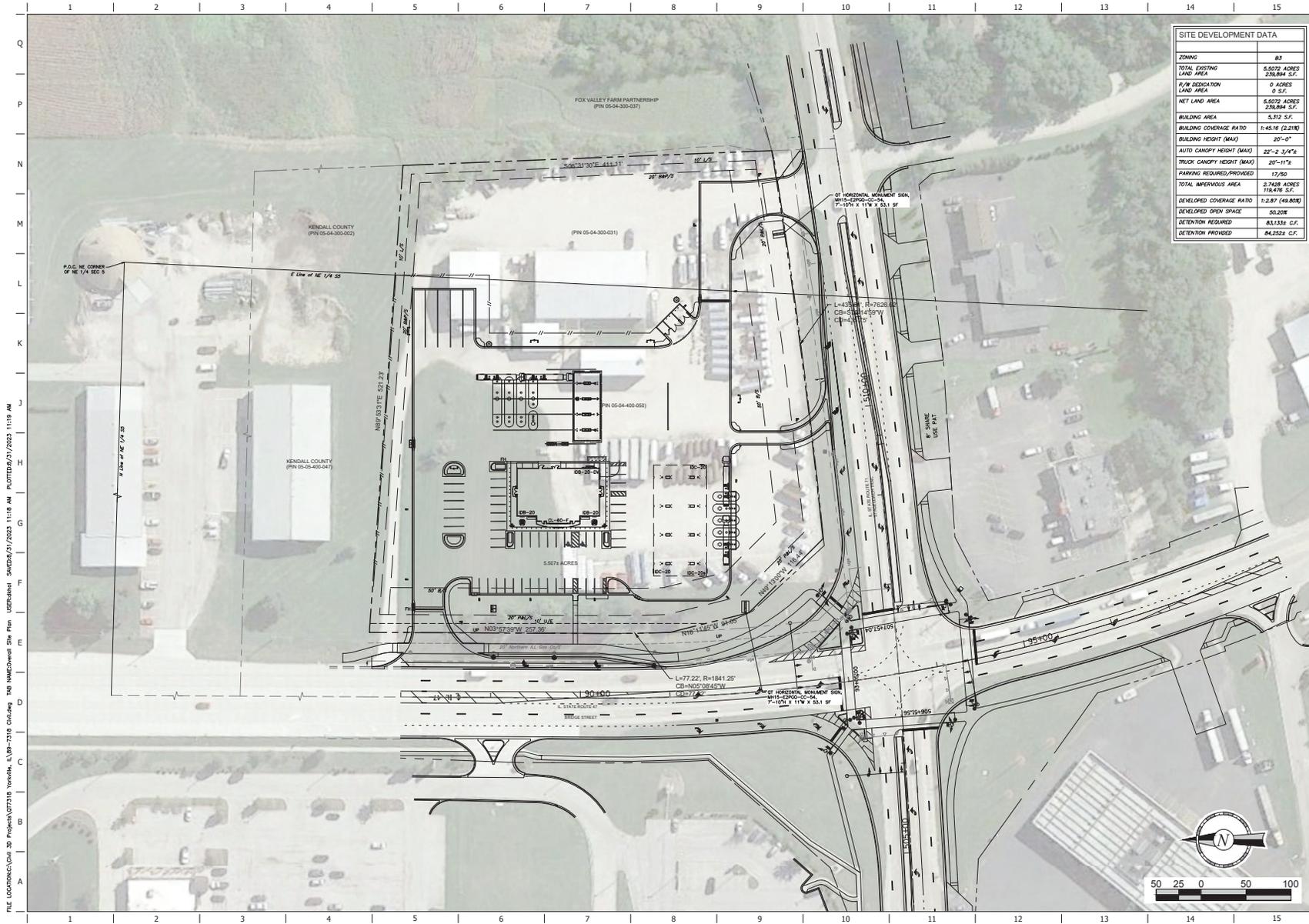
Use two ( 2 ) #3 Rebar x 10'-6" LG. spaced 18" on center top and bottom using 3" typical clear. ( Four ( 4 ) total required. )

Quantity of concrete : ( yds.3 )

$$CY := \left( \frac{(LF \cdot WF \cdot DF)}{27} \right) - \left( \left( \frac{0.5^2 \cdot DF}{27} \right) \cdot 2 \right)$$

$CY = 3$

EXHIBIT A



SITE DEVELOPMENT DATA	
ZONING	BT
TOTAL EXISTING LAND AREA	5,5072 ACRES 236,894 S.F.
P/R DEDICATION LAND AREA	0 ACRES 0 S.F.
NET LAND AREA	5,5072 ACRES 236,894 S.F.
BUILDING AREA	5,312 S.F.
BUILDING COVERAGE RATIO	1:45.16 (2.31%)
BUILDING HEIGHT (MAX)	20'-0"
AUTO CANOPY HEIGHT (MAX)	22'-2 3/4"
TRUCK CANOPY HEIGHT (MAX)	20'-11"
PARKING REQUIRED/PROVIDED	17,50
TOTAL IMPERVIOUS AREA	2,7428 ACRES 119,476 S.F.
DEVELOPED COVERAGE RATIO	5:2.87 (48.80%)
DEVELOPED OPEN SPACE	50.20%
DETENTION REQUIRED	83,138 C.F.
DETENTION PROVIDED	84,252 C.F.



**QuikTrip No. 7318**  
 107 E STAGECOACH TRAIL  
 YORKVILLE, KENDALL COUNTY, IL

<b>QT</b>	
© COPYRIGHT QUIKTRIP CORPORATION 2018 ALL RIGHTS RESERVED. NO REPRODUCTION, PUBLICATION, DISTRIBUTION, OR SALE IN WHOLE OR PART IS STRICTLY FORBIDDEN.	
PROJECT NO:	P-113
DIVISION:	89
VERSION:	001
DESIGNED BY:	DKH
DRAWN BY:	CSH
REVIEWED BY:	JKL

REV	DATE	DESCRIPTION

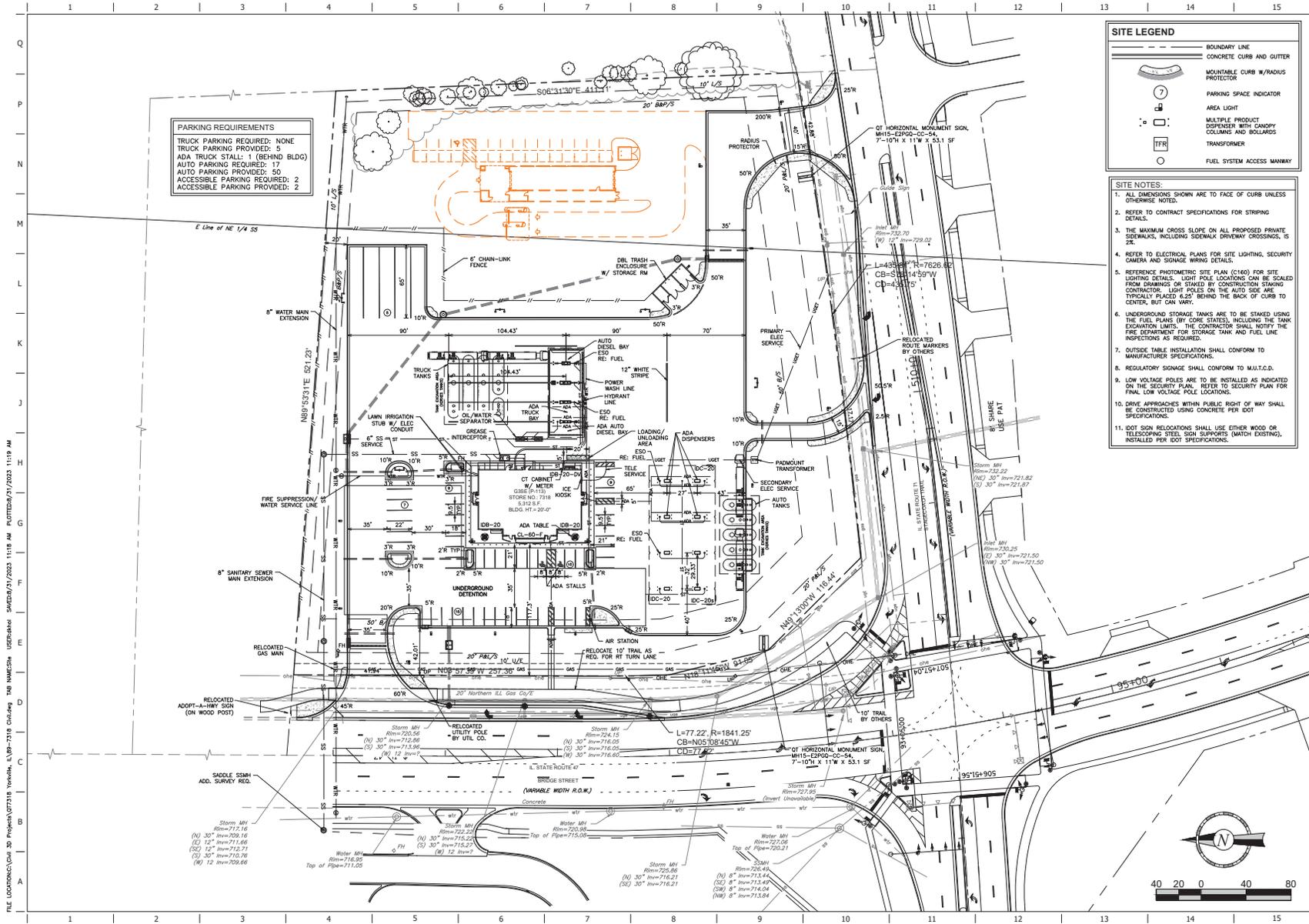
SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C010**



FILE LOCATION: C:\GIS\_30\Projects\QT7318\_Yorkville\_IL\VP-7318\_Ch01.dwg USER: ch01 Date: 08/31/2023 11:19 AM  
 PLOT: 08/31/2023 11:18 AM PLOTTER: HP DesignJet T1100PS

EXHIBIT C



**PARKING REQUIREMENTS**  
 TRUCK PARKING REQUIRED: NONE  
 ADA TRUCK STALL: 1 (BEHIND BLDG)  
 AUTO PARKING REQUIRED: 17  
 ACCESSIBLE PARKING PROVIDED: 50  
 ACCESSIBLE PARKING REQUIRED: 2  
 ACCESSIBLE PARKING PROVIDED: 2

**SITE LEGEND**

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- MOUNTAIN CURB W/ RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANNWAY

- SITE NOTES:**
1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  2. REFER TO CONTRACT SPECIFICATIONS FOR STRIPING DETAILS.
  3. THE MAXIMUM CROSS SLOPE ON ALL PROPOSED PRIVATE SIDEWALKS, INCLUDING SIDEWALK DRIVEWAY CROSSINGS, IS 2%.
  4. REFER TO ELECTRICAL PLANS FOR SITE LIGHTING, SECURITY CAMERA AND SIGNAGE WIRING DETAILS.
  5. REFERENCE PHOTOMETRIC SITE PLAN (C160) FOR SITE LIGHTING DETAILS. LIGHT POLE LOCATIONS CAN BE SCALED FROM DRAWINGS OR STAKED BY CONSTRUCTION STAKING CONTRACTOR. LIGHT POLES ON THE AUTO SIDE ARE TYPICALLY PLACED 6.25' BEHIND THE BACK OF CURB TO CENTER, BUT CAN VARY.
  6. UNDERGROUND STORAGE TANKS ARE TO BE STAGED USING THE FUEL PLANS (BY CORE STATES), INCLUDING THE TANK ELEVATION LIMITS. THE CONTRACTOR SHALL NOTIFY THE FIRE DEPARTMENT FOR STORAGE TANK AND FUEL LINE INSPECTIONS AS REQUIRED.
  7. OUTSIDE TABLE INSTALLATION SHALL CONFORM TO MANUFACTURER SPECIFICATIONS.
  8. REGULATORY SIGNAGE SHALL CONFORM TO M.U.T.C.D.
  9. LOW VOLTAGE POLES ARE TO BE INSTALLED AS INDICATED ON THE SECURITY PLAN. REFER TO SECURITY PLAN FOR FINAL LOW VOLTAGE POLE LOCATIONS.
  10. DRIVE APPROACHES WITHIN PUBLIC RIGHT OF WAY SHALL BE CONSTRUCTED USING CONCRETE PER DOT SPECIFICATIONS.
  11. DOT SIGN RELOCATIONS SHALL USE EITHER WOOD OR TELESCOPING STEEL SIGN SUPPORTS (MATCH EXISTING), INSTALLED PER DOT SPECIFICATIONS.



PROJECT NO. 09-7318  
**MG**  
 Midwest Design Group  
 Kansas City  
 PO Box 802035  
 Shawnee, KS 66208-0035  
 P. 913.248.9385

**QuitTrip No. 7318**  
 107 E STAGECOACH TRAIL  
 YORKVILLE, KENDALL COUNTY, IL



© COPYRIGHT QUITTRIP CORPORATION 2018  
 ALL RIGHTS RESERVED. NO REPRODUCTION, DISTRIBUTION, OR SALE OF THIS DOCUMENT IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF QUITTRIP CORPORATION.

PROJECT NO. 09-7318

DIVISION: 09

VERSION: 001

DESIGNED BY: DKH

DRAWN BY: CSH

REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 08-31-2023

SHEET TITLE:

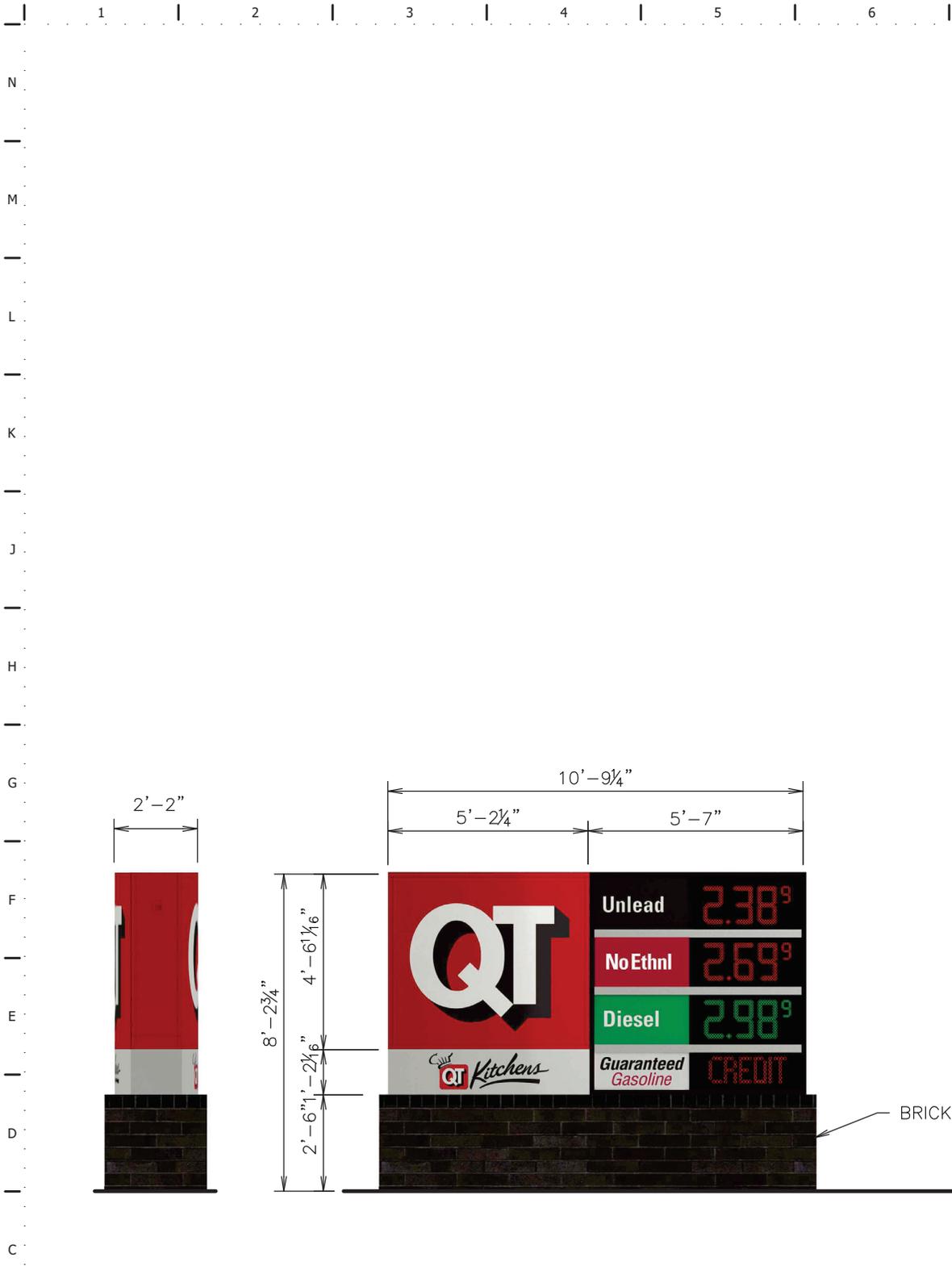
SITE PLAN

SHEET NUMBER:

C100



FILE LOCATION: C:\GIS 30 Projects\07318 Yorkville\_IL\09-7318\_Civil.dwg USER: jkl DATE: 8/31/23 11:18 AM PLOTTED: 8/31/2023 11:18 AM  
 SW: 6/8/23 11:18 AM PLOTTED: 8/31/2023 11:18 AM



**Non-standard Horizontal Monument Sign**  
 MH-E3PGQ-CC-62-BB

NOTES			
DRAWN BY			04.03.25
ISSUE DATE			

SQUARE FOOTAGE			62
TYPEFACE			
INSIDE CAN			
ENTIRE SIGN			

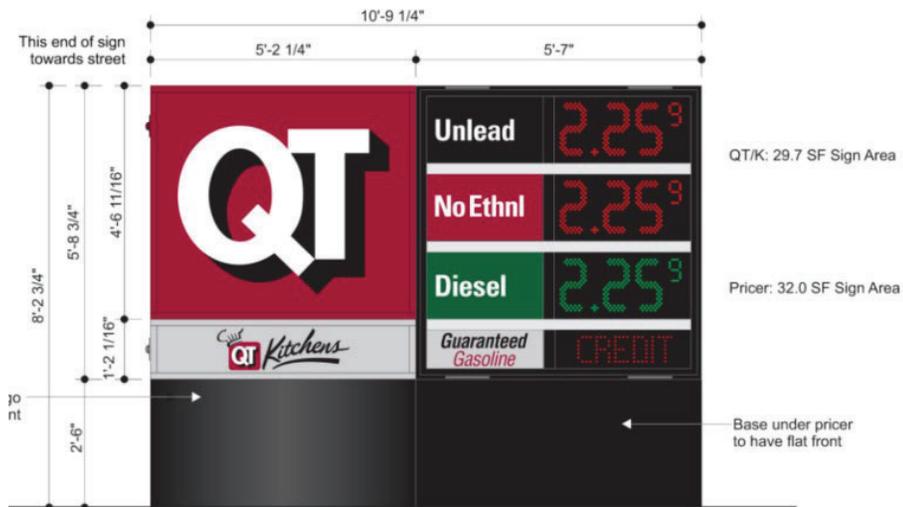
SPECIFICATIONS: LED PRICER PANELS BY SKYLINE PRODUCTS, INC.

**Color Specifications**  
 All Paint Finishes to be Akzo Nobel

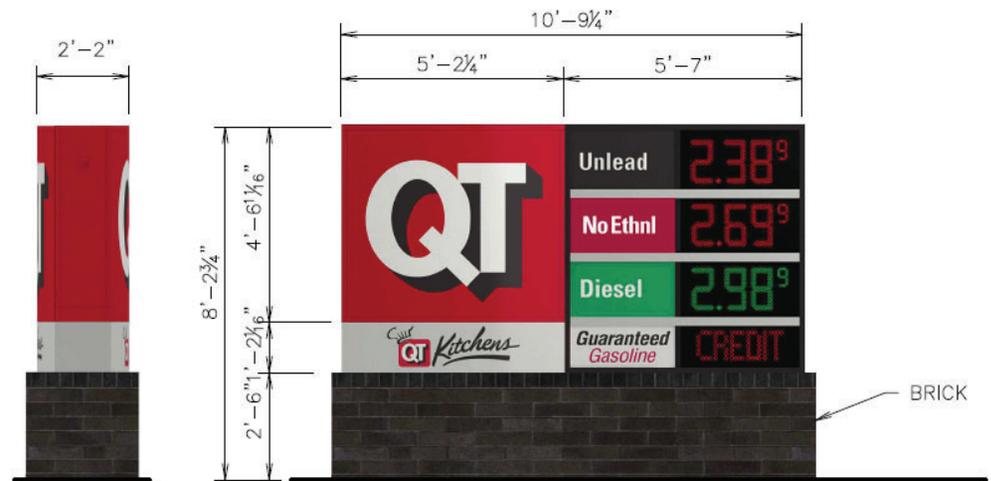
	Opaque Silver
	Translucent White
	Black - Low Gloss
	Matte White (Interior of Sign)
	Match 3M Cardinal Red #3632-53
	Match PMS 349C

SCALE:	1/4" = 1'-0"
SERIAL NUMBER:	MH-E3PGQ-CC-62-BB
STORE NUMBER:	4433

## Original Proposed Sign (Vinyl Base)



## New Proposed Sign (Masonry Base)





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 2025-06 & EDC 2025-28

### Agenda Item Summary Memo

**Title:** 904 S Bridge Street Variance

**Meeting and Date:** City Council – April 22, 2025

**Synopsis:** Proposed variance to reduce the required minimum front yard setback in the B-3 General Business District from fifty (50) feet to forty-two (42) feet

**Council Action Previously Taken:**

Date of Action: PZC – 4/9/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-06 & EDC 2025-28

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Sara Mendez Community Development  
Name Department

**Agenda Item Notes:**

See attached memo.



# Memorandum

To: City Council  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: April 10, 2025  
Subject: **PZC 2025-06 904 S Bridge Street – Variance Setback**

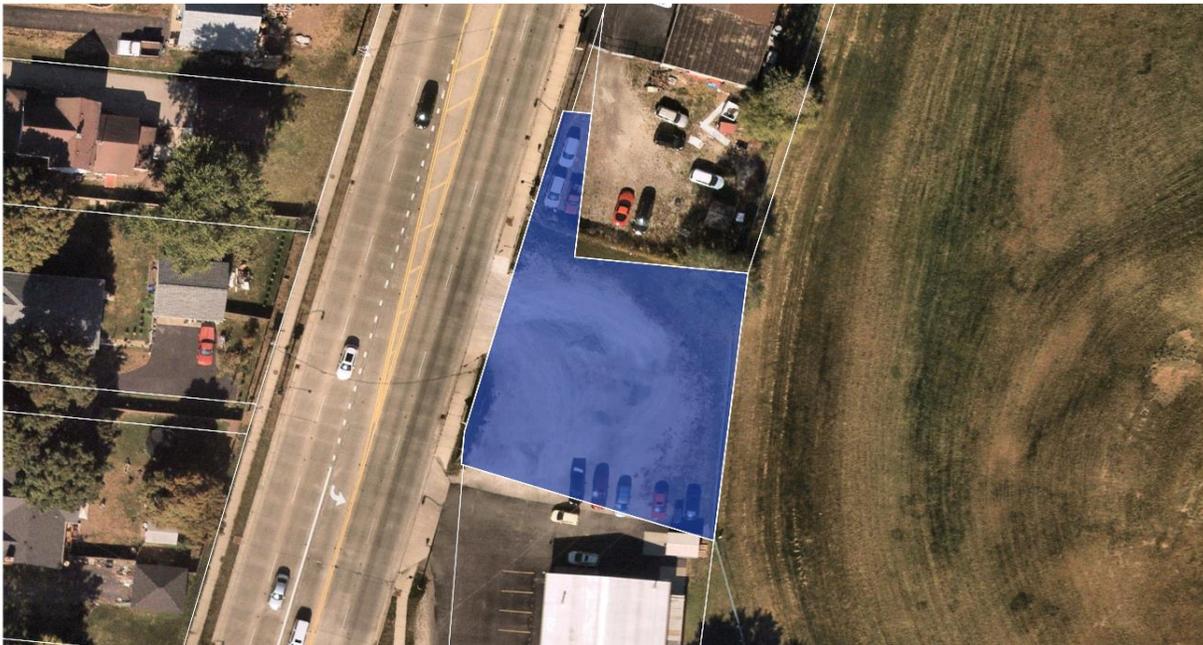
---

## SUMMARY:

The petitioner, Michael Holzer, is seeking variance approval for an approximate 0.30-acre parcel located at 904 S Bridge Street in Yorkville, Illinois. The property is located near the northeast corner of Illinois Route 47 (South Bridge Street) and Illinois Route 126 intersection. The petitioner is requesting a variance to Section 10-3-9. Bulk and Dimensional Standards in the Unified Development Ordinance. The purpose of this request is to reduce the required minimum front yard setback in the B-3 General Business District from fifty (50) feet to forty-two (42) feet for the purpose of constructing an office building for the petitioner's non-profit.

Per section 10-8-9-B.1 of the Unified Development Ordinance, certain authorized variances can be granted solely by the Planning and Zoning Commission if the variance occurs under certain circumstances. One such circumstance is to permit any yard or setback less than the yard or setback required by the zoning district, but by no more than twenty-five (25) percent.

The petitioner's proposed front yard setback is less than 25%. The proposed front yard setback is about 16%. Therefore, the authorized variation allows for the Planning and Zoning commission to have final approval of the request.



## **904 S BRIDGE STREET**

United City of Yorkville, Illinois  
Date: March 11, 2025  
Data: Kendall County



**PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on April 9, 2025 and approval of the findings of fact, the Planning and Zoning Commission recommends approval for a request for bulk regulation variance to Section 10-3-9. Bulk and Dimensional Standards of the Unified Development Ordinance, reducing the required minimum front yard setback in the B-3 General Business District from fifty (50) feet to forty-two (42) feet*

**Action Item:**

Linnane – aye; Green – aye; Crouch – aye; Vinyard – aye; Hyett – aye; Forristall – aye.

**6 ayes; 0 nays**

**ATTACHMENTS:**

1. Draft Ordinance
2. Petitioner Application (with attachments)
3. Public Hearing Notice

**APPROVAL BY THE PLANNING AND ZONING COMMISSION OF THE  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING  
A FRONT YARD SETBACK VARIANCE FOR A PROPERTY LOCATED AT  
904 S. BRIDGE STREET, YORKVILLE, ILLINOIS**

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) municipalities with a population of less than 500,000 may approve variations to regulations which impose practical difficulties; and

**WHEREAS**, the City has established a Planning and Zoning Commission (the “PZC”) for the purpose of holding public hearings and providing recommendations on applications to the City in connection with its zoning regulations; and

**WHEREAS**, pursuant to Yorkville’s Unified Development Ordinance (the “UDO”), specifically Section 10-8-9(B)(1), a variance to the City’s zoning regulations may be granted by the PZC to permit any yard or setback less than the yard or setback required by the zoning district, but by no more than twenty-five (25) percent; and

**WHEREAS**, Michael Holzer, of Yorkville, Illinois (the “Applicant”) is the owner of the property commonly known as 904 S. Bridge Street, Yorkville, Illinois (the “Subject Property”), requested relief from Section 10-3-9 of the UDO requiring a minimum front yard setback of fifty (50) feet, to decrease the setback on the Subject Property to forty-two (42) feet; 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 April

8, 2025 on said application in accordance with the State statutes and the ordinances of the City;  
and

**WHEREAS**, the PZC has reviewed its authority as set forth in Section 10-8-9(B)(1) of the UDO and has determined approval of the variance is warranted as hereinafter provided.

**NOW, THEREFORE, BE IT APPROVED** by the Planning and Zoning Commission 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 variance hereinafter set forth shall apply to the Subject Property legally described as:

**PARCEL ONE:**

THAT PART OF LOT 9 LYING EAST OF THE EAST LINE OF THE STATE HIGHWAY KNOWN AS ROUTE 47 OF THE ADDITION TO BLOCK 6 OF THE ORIGINAL VILLAGE OF YORKVILLE, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 26, 1902 IN BLOOK 4 OF PLATS, PAGE 84 IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALSO THAT PART OF THE SOUTH EAST QUARTER (1/4) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF THE ADDITION TO BLOCK 6 OF THE ORIGINAL VILLAGE OF YORKVILLE, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 26, 1902 IN BOOK 4 OF PLATS, PAGE 84, THENCE SOUTH 83 DEGREES, 45 MINUTES, 11 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 9 EXTENDED EASTERLY 69.29 FEET; THENCE SOUTH 6 DEGREES, 17 MINUTES, 34 SECONDS WEST 122.62 FEET; THENCE NORTH 71 DEGREES, 26 MINUTES WEST 111.92 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE NUMBER 126, THENCE NORTH 6 DEGREES, 10 MINUTES, EAST ALONG SAID RIGHT OF WAY LINE 14.08 FEET; THENCE NORTH 16 DEGREES, 15 MINUTES, EAST ALONG THE EASTERLY RIGHT A WAY LINE OF STATE ROUTE 47, 85.97 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 83 DEGREES, 45 MINUTES, 11 SECONDS EAST ALONG SAID SOUTH LINE 25.23 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY ILLINOIS, EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION DEDICATION OF RIGHT OF WAY RECORDED AUGUST 12, 2011 AS DOCUMENT NUMBER 201100013174.

**PARCEL TWO:**

EASEMENT FOR INGRESS AND EGRESS CREATED BY WARRANTY DEED DATED SEPTEMBER 15, 1973 AND RECORDED SEPTEMBER 18, 1973 AS DOCUMENT 73-4685 RESERVED BY EIMER RICHARD SHOPE AND HIS WIFE, JANET M. SHOPE, IN DEED TO CHARLES W HANDELL AND HIS WIFE BETTY ANN HANDELL, FOR THE BENEFIT OF PARCEL ONE OVER THAT PART OF THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9 OF THE ADDITION TO BLOCK 6 OF THE ORIGINAL VILLAGE OF YORKVILLE ACCORDING TO THE PLAT.

THEREFORE RECORDED ON MAT 26, 1902 IN BOOK 4 OF PLATS, PAGE 84, THENCE SOUTH 83 DEGREES, 45 MINUTES, 11 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 9 EXTENDED EASTERLY 69.29 FEET; THENCE SOUTH 6 DEGREES, 17 MINUTES, 34 SECONDS WEST 122.62 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 6 DEGREES, 17 MINUTES, 34 SECONDS WEST ALONG SAID LINE 26.61 FEET, THENCE NORTH 71 DEGREES, 26 MINUTES, WEST 111.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, THENCE NORTH 6 DEGREES, 10 MINUTES, EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 26.62 FEET TO A LINE DRAWN NORTH 71 DEGREES, 26 MINUTES, WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 71 DEGREES, 26 MINUTES, EAST ALONG SAID LINE 111.92 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

with Property Index Number 02-32-479-012.

**Section 3.** That a variation pursuant to Sections 10-3-9 and 10-8-9(B)(1) of the UDO to permit Applicant to construct a building forty-two (42) feet from the front lot line on the Subject Property is hereby granted.

**Section 4.** That the building 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.

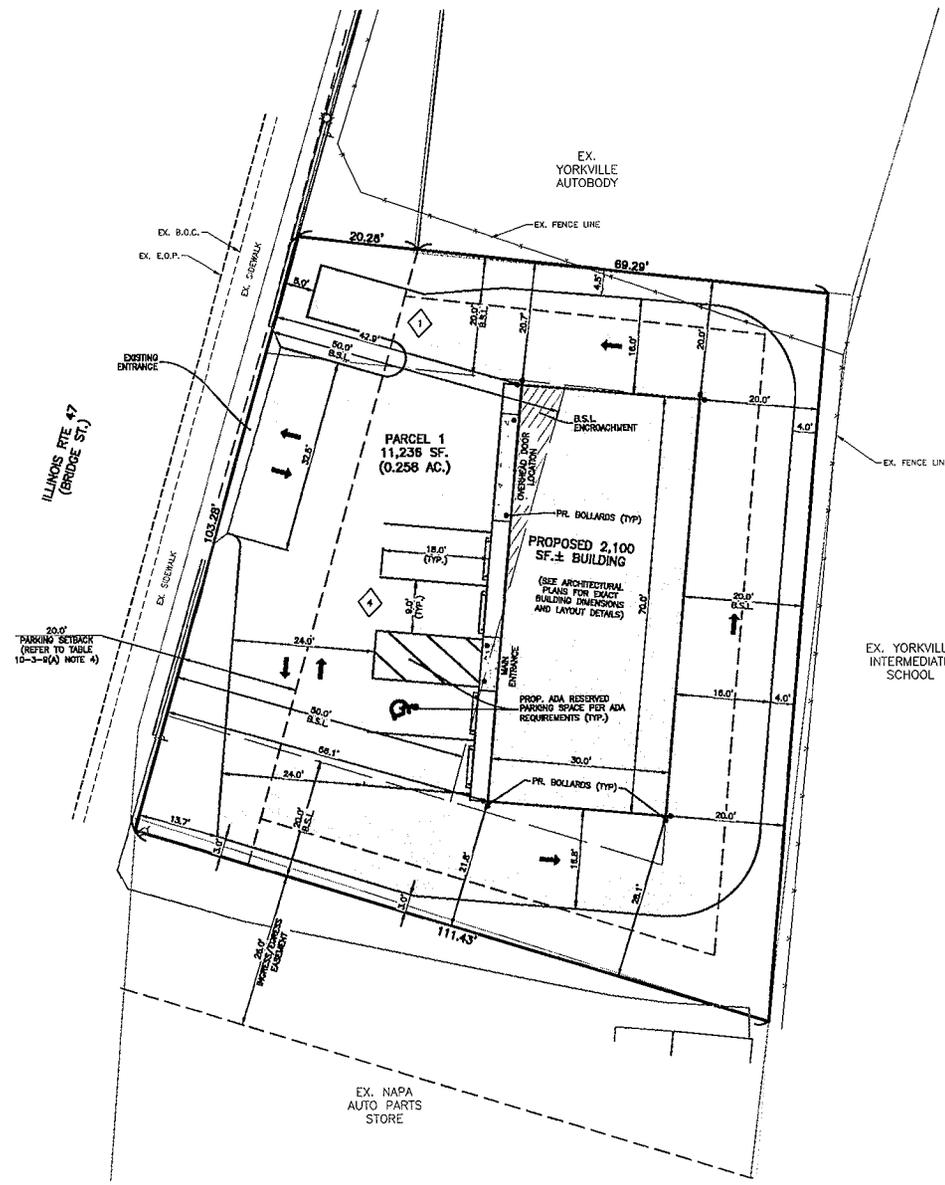
Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

*Approved* by me, as Chairman of the Planning and Zoning Commission of the United  
City of Yorkville, Kendall County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairman of the Planning and Zoning Commission



- SITE DATA:**
- EXIST. ZONING: B-3 GENERAL BUSINESS DISTRICT
  - EX. TOTAL LOT SIZE: 11,236± SQ. FT. (0.258± AC.)
  - MAXIMUM LOT COVERAGE PER B-3 ZONING = 80% IMPERVIOUSNESS
  - MAXIMUM BUILDING HEIGHT: 60'
  - INGRESS/EGRESS ACCESS EASEMENT PER SURVEY.
- BUILDING AREA:**
- PROPOSED BUILDING: (2,100 SF±)
- PARKING DATA:**
- NUMBER OF REGULAR PARKING STALLS: 4
  - NUMBER OF ADA STALLS: 1
  - TOTAL NUMBER OF STALLS: 5
  - TOTAL NUMBER OF STALLS REQUIRED: 5
  - TYPICAL PARKING WIDTH: 9.0'
  - TYPICAL PARKING LENGTH: 18'
  - TYPICAL ISLE WIDTH: 24' MIN. (TWO-WAY) & 18' (ONE-WAY)
  - PARKING RATIO REQUIRED: 2.0/1000
  - PARKING RATIO PROVIDED: 2.1/1000

**ZONING BUILDING SETBACK REQUIREMENTS**

TABLE 10-3-B BUILDING SETBACK REQUIREMENTS FOR B-3 ZONING

FRONT	50'
SIDE	20'
REAR	20'

REVISION DESCRIPTION

NO.	DATE	BY
-----	------	----



904 S. BRIDGE ST.  
 CLIENT: JEMSZ LLC  
 UNITED CITY OF YORKVILLE, IL

**CONCEPT PLAN**

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

DRAWN BY: MSL  
 APPROVED: DMS  
 JOB DATE: 03/20/25  
 JOB NO: 2502182



DRAWING  
**CONCEPT**  
 02

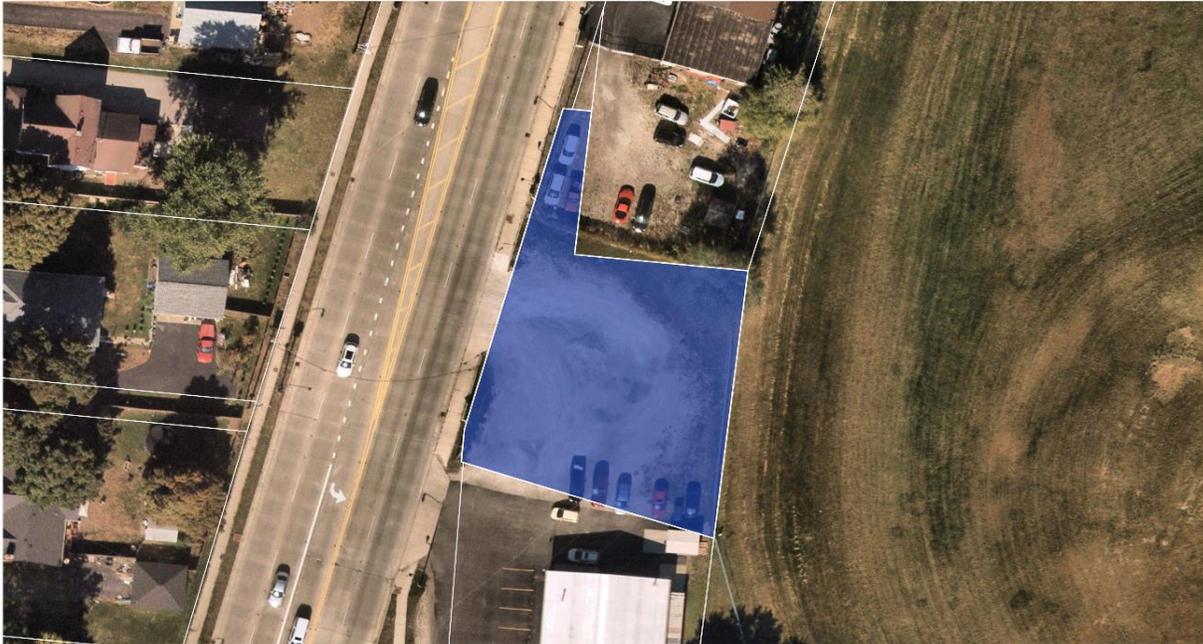


# Memorandum

To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: April 2, 2025  
Subject: **PZC 2025-06 904 S Bridge Street – Variance Setback**

## SUMMARY:

The petitioner, Michael Holzer, is seeking variance approval for an approximate 0.30-acre parcel located at 904 S Bridge Street in Yorkville, Illinois. The property is located near the northeast corner of Illinois Route 47 (South Bridge Street) and Illinois Route 126 intersection. The petitioner is requesting a variance to Section 10-3-9. Bulk and Dimensional Standards in the Unified Development Ordinance. The purpose of this request is to reduce the required minimum front yard setback in the B-3 General Business District from fifty (50) feet to forty-two (42) feet for the purpose of constructing an office building for the petitioner's non-profit.



## **904 S BRIDGE STREET**

United City of Yorkville, Illinois  
Date: March 11, 2025  
Data: Kendall County



## PROPERTY BACKGROUND:

The property is zoned B-3 General Business District and is comprised of one (1) parcel owned by the petitioner. The parcel has an irregular shape, primarily rectangular with a smaller extension on one side and is approximately 12,800 square feet. Currently, the property is vacant and is adjacent to Illinois Route 47 (South Bridge Street). The following are the current immediate surrounding zoning and land uses.

Zoning		Land Use
<b>North</b>	B-3 General Business District	Yorkville Autobody Shop
<b>South</b>	B-3 General Business District	Napa Auto Parts
<b>East</b>	PI Public Institutional District OS Open Space District	Yorkville Intermediate School (Middle School) Open Space
<b>West</b>	B-3 General Business District R-2 Single-Family Traditional Residence District IL Route 47	Single-Family Residential Transportation Land Use

**PROJECT DESCRIPTION:**

The petitioner is requesting variance approval to Section 10-3-9. Bulk and Dimensional Standards in the Unified Development Ordinance to decrease the minimum front yard setback for the B-3 General Business District from the required fifty (50) feet to forty-two (42) feet for the purpose of constructing an office for his non-profit.

The petitioner’s proposed land use, “**Professional Services/Offices**,” is defined in Section 10-2-16 of the Unified Development Ordinance (UDO) as:

*“A business which is engaged in the processing, manipulation, or application of business information or professional expertise. The use shall include but not be limited to professional offices for nonprofit organizations, accounting, insurance, investment services, computer services, architecture, engineering, legal services, real estate services.”*

Per Table 10-3-12(B) of the UDO, “Professional Services/Offices” is categorized as a Commercial Service use, which is permitted within the B-3 District.

The petitioner proposes constructing a 2,100-square-foot office building with an existing access point on Illinois Route 47 (South Bridge Street). While requesting relief from the minimum front yard setback requirement for the B-3 General Business District, the petitioner complies with the 20-foot minimum parking lot setback from the property line, as required when adjacent to an arterial roadway such as Illinois Route 47.

Due to the lot’s unique configuration and smaller size of approximately 12,800 square feet, the petitioner has limited space to position the office building while adhering to all required setbacks, as shown in the plat below.



Zoning District	Parcel #/ Address	Front Yard Setback on Property
<b>B-3 General Business District</b>	02-32-479-013 802 S Bridge Street PG Automotive	~45 feet
<b>B-3 General Business District</b>	02-32-479-014 808 S Bridge Street Yorkville Body Shop	~20 feet
<b>B-3 General Business District</b>	02-32-479-005 906 S Bridge Street Napa Auto Parts	~40 feet
<b>B-3 General Business District</b>	02-32-478-028 1002 S Main Street Smokey's	~16 feet

As shown, the petitioner’s requested variance of a reduced front yard setback is consistent with the surrounding properties front yard setbacks. Additionally, the smaller lot size creates challenges in positioning the proposed 2,100-square-foot office building while adhering to the minimum front yard setback of fifty (50) feet required by Section 10-3-9. Bulk and Dimensional Standards, which supports the petitioner’s request for a variance.

**COMPREHENSIVE PLAN:**

The 2016 Comprehensive Plan designates the future land use for this property as Institutional (I). This designation is generally intended for Yorkville municipal facilities, Kendall County government offices, and facilities of other entities, including the Bristol-Kendall Fire Protection District, the Yorkville-Bristol Sanitary District, Yorkville Community Unit School District 115, and other government facilities. Religious buildings and other non-private land uses are also categorized as Institutional. Additionally, the Institutional land use classification allows public or quasi-public entities to plan for the future location and expansion of such facilities.

The petitioner’s 501(c)(3) non-profit organization, The Brenda Holzer Memorial Foundation, which supports children with disabilities through improved accessibility, advocacy, and assistance, is consistent with the Institutional (I) land use designation. Since Institutional zoning is intended for public and quasi-public uses, such as government facilities, schools, and religious institutions and non-profit organizations, the non-profit’s mission of providing public benefit services aligns with the community-oriented purpose of this designation. Therefore, the proposed non-profit office is consistent with the 2016 Comprehensive Plan.

**STAFF COMMENTS**

Staff supports the request for a variance due to the uniqueness of the property. The smaller lot size creates challenges in positioning the proposed 2,100-square-foot office building while adhering to the minimum front yard setback of fifty (50) feet required by Section 10-3-9. Bulk and Dimensional Standards. The final vote is scheduled for the April 22, 2025 City Council meeting.

**STANDARDS FOR GRANTING A VARIANCE:**

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.
5. 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.
6. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.

**PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on April 9, 2025 and approval 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 10-3-9. Bulk and Dimensional Standards of the Unified Development Ordinance, reducing the required minimum front yard setback in the B-3 General Business District from fifty (50) feet to forty-two (42) feet, subject to... {insert any additional conditions of the Planning and Zoning Commission}...*

**ATTACHMENTS:**

1. Petitioner Application (with attachments)
2. Public Hearing Notice



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 3-10-9 of UDO  
42' variance to front setback line.

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:

LOT is approx. 12,000 sq Ft  
without variance to setback property  
is unbuildable.

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:

Both adjacent property owners  
have different setbacks,  
23' to the North and 50' to the South

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:

Lot is not large enough to  
construct a building without the  
set back variance.



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 PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 904 S Bridge St.		PARCEL NUMBER: 02-32-479-012	
SUBDIVISION:		LOT/UNIT:	
<b>APPLICANT INFORMATION</b>			
NAME: Michael Holzer		TELEPHONE: <input checked="" type="checkbox"/> HOME <input checked="" type="checkbox"/> BUSINESS 630 854-8617	
ADDRESS: 421 Norway Circle		E-MAIL: <input type="checkbox"/> HOME <input type="checkbox"/> BUSINESS	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX: Holzermb@icloud.com	
<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, 651 Prairie Pointe, 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>			
SIGNATURE/AUTHORIZED AGENT: <u>Michael Holzer</u>		DATE: <u>2-21-2025</u>	
DATE RETURNED: _____			
RECEIVED BY: _____ PZC# _____			



United City of Yorkville  
 651 Prairie Pointe Drive  
 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: 904 S Bridge ST Yorkville
-----------------	----------------------	--

**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: Michael Holzer	COMPANY:
MAILING ADDRESS: 421 Norway Circle	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630 854-8617
EMAIL: Holzermb@icloud.com	FAX:

**FINANCIALLY RESPONSIBLE PARTY:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

PRINT NAME Michael Holzer	TITLE Pres.
SIGNATURE* 	DATE 12-21-2025

*\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

**INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS**

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



United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR VARIANCE

## ATTORNEY INFORMATION

NAME: Michael Holzer COMPANY: JEMS2LLC  
MAILING ADDRESS: 421 Norway circle  
CITY, STATE, ZIP: Yorkville, IL 60560 TELEPHONE: 630 854-8617  
EMAIL: Holzermbo@icloud.com FAX:

## ENGINEER INFORMATION

NAME: Dave Schultz COMPANY: HR Green  
MAILING ADDRESS:  
CITY, STATE, ZIP: Aurora, IL 60515 TELEPHONE: 630 708-5002  
EMAIL: dschultz@hrgreen.com FAX:

## LAND PLANNER/SURVEYOR INFORMATION

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

## ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within 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".

## VARIANCE STANDARDS

PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.

yes, per discussion with  
Lynn Dubajic



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

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres                      Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres                      Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$200 = \$ \underline{\hspace{2cm}}$ Total Amount
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres                      Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
<b>ZONING VARIANCE</b>	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 585.00
<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 <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:		Total: \$
	<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	
<b>TOTAL AMOUNT DUE:</b>			\$ 585.00



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 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 neighboring property setbacks range between 30' and 23'. My proposed building will be at 40'.

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:

my proposed building size is similar in size to the existing properties and will not impede air flow or sunlight. This building will have low traffic volume with no danger to public safety. New construction will increase value of neighboring properties.

## 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.

Neil Hahn  
 PETITIONER SIGNATURE

2-21-2025  
 DATE

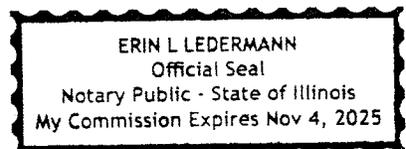
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Neil Hahn  
 OWNER SIGNATURE

2-21-2025  
 DATE

**THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:**

*Erin L Ledermann*





United City of Yorkville  
 651 Prairie Pointe Drive  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
 Fax: 630-553-7575  
 Website: www.yorkville.il.us

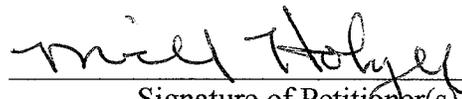
# APPLICATION FOR VARIANCE

DATE: 2-21-2025	PZC NUMBER:	DEVELOPMENT NAME:
<b>PETITIONER INFORMATION</b>		
NAME: Michael Holzer	COMPANY: JEMS2 LLC	
MAILING ADDRESS: 421 Norway Circle		
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: <input checked="" type="checkbox"/> BUSINESS <input checked="" type="checkbox"/> HOME	630 854-8617
EMAIL: Holzermb@icloud.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Michael Holzer		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 904 S. Bridge Street Yorkville IL 60560		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: See Exhibit A		
CURRENT ZONING CLASSIFICATION: B3		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH:	Yorkville Auto Body B3 Automotive	
EAST:	Yorkville Intermediate School DIST 115	
SOUTH:	Napa B3 Automotive	
WEST:	Residential 15 houses	
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
Yorkville Auto	808 S Bridge ST	# 02-32-479-014
DIST 115	103 E schoolhouse Rd	# 02-32-479-010
Napa	906 S Bridge	# 02-32-479-005

**CERTIFIED MAILING**  
**AFFIDAVIT**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL )

I/We, Michael Holzer petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

## Legal Description

### Parcel One:

That part of lot 9 lying east of the East line of the state highway known as Route 47 of the addition to block 6 of the original village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84 in the United City of the Village of Yorkville, Kendall County, Illinois. Also that part of the South East quarter (1/4) of section 32, township 37 north, range 7 east of the third principal meridian, described as follows: beginning at the Southeast corner of lot 9 of the addition to block 6 of the original Village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84, thence south 83 degrees, 45 minutes, 11 seconds east along the southerly line of said lot 9 extended easterly 69.29 feet; thence south 6 degrees, 17 minutes, 34 seconds West 122.62 feet; thence north 71 degrees, 26 minutes west 111.92 feet to the easterly right of way line of State Route number 126, thence north 6 degrees, 10 minutes, East along said right of way line 14.08 feet; thence north 16 degrees, 15 minutes, East along the easterly right a way line of State Route 47, 85.97 feet to the South line of said lot 9; thence South 83 degrees, 45 minutes, 11 seconds East along said South line 25.23 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County Illinois, except that part conveyed to the Department of Transportation dedication of right of way recorded August 12, 2011 as document number 201100013174.

### Parcel Two:

Easement for ingress and egress created by warranty deed dated September 15, 1973 and recorded September 18, 1973 as document 73-4685 reserved by Eimer Richard Shope and his wife, Janet M. Shope, in deed to Charles W Handell and his wife Betty Ann Handell, for the benefit of parcel one over that part of the South East ¼ of section 32, township 37 North range 7 East of the third principal meridian, described as follows: commencing at the Southeast corner of lot 9 of the addition to block 6 of the original Village of Yorkville according to the plat.

Therefore recorded on Mat 26, 1902 in book 4 of plats, page 84, thence South 83 degrees, 45 minutes, 11 seconds East along the southerly line of said lot 9 extended Easterly 69.29 feet; thence South 6 degrees, 17 minutes, 34 seconds West 122.62 feet for the point of beginning, thence continuing South 6 degrees, 17 minutes, 34 seconds West along said ,line 26.61 feet, thence North 71 degrees, 26 minutes, West 111.85 feet to the Easterly right of way line of Illinois State Route number 126, thence north 6 degrees, 10 minutes, East along said Easterly right of way line 26.62 feet to a line drawn North 71 degrees, 26

# Exhibit A cont.

minutes, West from the point of beginning, thence South 71 degrees, 26 minutes, East along said line 111.92 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County, Illinois.

**Pin:** 02-32-479-012

**Property Address:** 904 S Bridge Street, Yorkville, IL 60560

# Exhibit B

Public Notification App - Parcels w/ 500 Feet

MANTHEI REVOCABLE LIVING TRUST  
ANDREW C MANTHEI TRUSTEE  
2656 LEYLAND LN  
AURORA IL 60504

ALLEN KRODEL DEC OF TR  
1005 S MAIN ST  
YORKVILLE IL 60560

LARRY L SEIBERT MARJORIE D SIMMONS  
904 S MAIN ST  
YORKVILLE IL 60560

MICHAEL J SR JENDRZEJCZYK  
106 RONHILL RD  
YORKVILLE IL 60560

JESSE LEE HENDRICK  
204 W DOLPH ST  
YORKVILLE IL 60560

ROBERTS BRADY HANAGAN REBEKAH  
804 S MAIN ST  
YORKVILLE IL 60560

DAVID WAYNE CASSI RENEE WHITE  
906 S MAIN ST  
YORKVILLE IL 60560

TAMMY LEE DALEIDEN DEC TRUST  
TAMMY LEE FORD TTEE  
907 S MAIN ST  
YORKVILLE IL 60560

MARTHA L GREEN TRUST  
P O BOX 116  
WAYNE IL 60184

J J INVESTMENT PROPERTIES LLC  
1310 GRANDVIEW AVE  
WATERLOO IA 50703

WV STEEL LLC  
404 E MAIN ST  
YORKVILLE IL 60560

YORKVILLE COMM SCHOOL DIST 115  
800 GAME FARM RD  
YORKVILLE IL 60560

MARAMA LEIFHEIT TRUST  
802 S MAIN ST  
YORKVILLE IL 60560

MARTHA L GREEN TRUST  
P O BOX 116  
WAYNE IL 60184

BURTON KATHRYN TROUTMAN TABOR  
904 STATE ST  
YORKVILLE IL 60560

LEIFHEIT MAIN STREET LAND TRUST NO 100  
CRAIG L LEIFHEIT TTEE  
9993 PENMAN RD  
YORKVILLE IL 60560

STEPHANIE S GESFORD  
801 S BRIDGE ST  
YORKVILLE IL 60560

NOLAN LEE  
805 S BRIDGE ST  
YORKVILLE IL 60560

MICHAEL HOLZER  
421 NORWAY CIR  
YORKVILLE IL 60560

CHRISTINE HASAPIS  
4464 CASCARA LN  
LISLE IL 60532

RACHEL RIEMENSCHNEIDER  
908 STATE ST  
YORKVILLE IL 60560

GREGORY A HUBER  
105 E ORANGE ST  
YORKVILLE IL 60560

DANIEL WILLIAM ARNOLD  
808 S MAIN ST  
YORKVILLE IL 60560

JUDITH C BRIAN  
1001 S MAIN ST  
YORKVILLE IL 60560

BANK OF PONTIAC TR 2853  
PO BOX 710  
PONTIAC IL 61764

MARK A JACQUELINE D LUETTICH  
309 E SOMONAUK ST  
YORKVILLE IL 60560

MARCO GROLESKE  
707 S BRIDGE ST  
YORKVILLE IL 60560

DAHL MANAGEMENT LLC  
4N558 HIDDEN OAKS RD  
SAINT CHARLES IL 60175

CROSS LUTHERAN CHURCH SCHOOL INC  
8609 RTE 47  
YORKVILLE IL 60560

YORKVILLE COMM SCHOOL DIST 115  
800 GAME FARM RD  
YORKVILLE IL 60560

Exhibit B cont.

GREGORY A HUBER  
105 E ORANGE ST  
YORKVILLE IL 60560

OSCAR H RAE HARRIS JETER  
UNKNOWN

NOLAN LEE  
805 S BRIDGE ST  
YORKVILLE IL 60560

LARRY L SEIBERT MARJORIE D SIMMONS  
904 S MAIN ST  
YORKVILLE IL 60560

DAVID CARIN YOUNG  
901 S MAIN ST  
YORKVILLE IL 60560

Yorkville Auto  
808 S Bridge ST  
Yorkville, IL 60560

Napa  
906 S Bridge ST  
Yorkville, IL 60560

# Exhibit B

MANTHEI REVOCABLE LIVING TRUST  
ANDREW C MANTHEI TRUSTEE  
2656 LEYLAND LN  
AURORA IL 60504

ALLEN KRODEL DEC OF TR  
1005 S MAIN ST  
YORKVILLE IL 60560

LARRY L SEIBERT MARJORIE D SIMMONS  
904 S MAIN ST  
YORKVILLE IL 60560

MICHAEL J SR JENDRZEJCZYK  
106 RONHILL RD  
YORKVILLE IL 60560

JESSE LEE HENDRICK  
204 W DOLPH ST  
YORKVILLE IL 60560

ROBERTS BRADY HANAGAN REBEKAH  
804 S MAIN ST  
YORKVILLE IL 60560

DAVID WAYNE CASSI RENEE WHITE  
906 S MAIN ST  
YORKVILLE IL 60560

TAMMY LEE DALEIDEN DEC TRUST  
TAMMY LEE FORD TTEE  
907 S MAIN ST  
YORKVILLE IL 60560

MARTHA L GREEN TRUST  
P O BOX 116  
WAYNE IL 60184

J J INVESTMENT PROPERTIES LLC  
1310 GRANDVIEW AVE  
WATERLOO IA 50703

WV STEEL LLC  
404 E MAIN ST  
YORKVILLE IL 60560

YORKVILLE COMM SCHOOL DIST 115  
800 GAME FARM RD  
YORKVILLE IL 60560

MARAMA LEIFHEIT TRUST  
802 S MAIN ST  
YORKVILLE IL 60560

MARTHA L GREEN TRUST  
P O BOX 116  
WAYNE IL 60184

BURTON KATHRYN TROUTMAN TABOR  
904 STATE ST  
YORKVILLE IL 60560

LEIFHEIT MAIN STREET LAND TRUST NO 100  
CRAIG L LEIFHEIT TTEE  
9993 PENMAN RD  
YORKVILLE IL 60560

STEPHANIE S GESFORD  
801 S BRIDGE ST  
YORKVILLE IL 60560

NOLAN LEE  
805 S BRIDGE ST  
YORKVILLE IL 60560

MICHAEL HOLZER  
421 NORWAY CIR  
YORKVILLE IL 60560

CHRISTINE HASAPIS  
4464 CASCARA LN  
LISLE IL 60532

RACHEL RIEMENSCHNEIDER  
908 STATE ST  
YORKVILLE IL 60560

GREGORY A HUBER  
105 E ORANGE ST  
YORKVILLE IL 60560

DANIEL WILLIAM ARNOLD  
808 S MAIN ST  
YORKVILLE IL 60560

JUDITH C BRIAN  
1001 S MAIN ST  
YORKVILLE IL 60560

BANK OF PONTIAC TR 2853  
PO BOX 710  
PONTIAC IL 61764

MARK A JACQUELINE D LUETTICH  
309 E SOMONAUK ST  
YORKVILLE IL 60560

MARCO GROLESKE  
707 S BRIDGE ST  
YORKVILLE IL 60560

DAHL MANAGEMENT LLC  
4N558 HIDDEN OAKS RD  
SAINT CHARLES IL 60175

CROSS LUTHERAN CHURCH SCHOOL INC  
8609 RTE 47  
YORKVILLE IL 60560

YORKVILLE COMM SCHOOL DIST 115  
800 GAME FARM RD  
YORKVILLE IL 60560



**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2025-06**

**NOTICE IS HEREBY GIVEN THAT** Michael Holzer, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a bulk regulation variance to Section 10-3-9 of the Unified Development Ordinance, seeking to reduce the required minimum front yard setback from fifty (50) feet to forty-two (42) feet for a parcel located at 904 S Bridge Street. The real property, zoned B-3 General Business District, is located near the northeast corner of Illinois Route 47 (South Bridge Street) and Illinois Route 126 intersection.

The legal description is as follows:

**PARCEL 1:**

That part of lot 9 lying east of the East line of the state highway known as Route 47 of the addition to block 6 of the original village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84 in the United City of the Village of Yorkville, Kendall County, Illinois. Also that part of the South East quarter (1/4) of section 32, township 37 north, range 7 east of the third principal meridian, described as follows: beginning at the Southeast corner of lot 9 of the addition to block 6 of the original Village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84, thence south 83 degrees, 45 minutes, 11 seconds east along the southerly line of said lot 9 extended easterly 69.29 feet; thence south 6 degrees, 17 minutes, 34 seconds West 122.62 feet; thence north 71 degrees, 26 minutes west 111.92 feet to the easterly right of way line of State Route number 126, thence north 6 degrees, 10 minutes, East along said right of way line 14.08 feet; thence north 16 degrees, 15 minutes, East along the easterly right a way line of State Route 47, 85.97 feet to the South line of said lot 9; thence South 83 degrees, 45 minutes, 11 seconds East along said South line 25.23 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County Illinois, except that part conveyed to the Department of Transportation dedication of right of way recorded August 12, 2011 as document number 201100013174.

**PARCEL 2:**

Easement for ingress and egress created by warranty deed dated September 15, 1973 and recorded September 18, 1973 as document 73-4685 reserved by Eimer Richard Shope and his wife, Janet M. Shope, in deed to Charles W Handell and his wife Betty Ann Handell, for the benefit of parcel one over that part of the South East 1/4 of section 32, township 37 North range 7 East of the third principal meridian, described as follows: commencing at the Southeast corner of lot 9 of the addition to block 6 of the original Village of Yorkville according to the plat.

Therefore recorded on Mat 26, 1902 in book 4 of plats, page 84, thence South 83 degrees, 45 minutes, 11 seconds East along the southerly line of said lot 9 extended Easterly 69.29 feet; thence South 6 degrees, 17 minutes, 34 seconds West 122.62 feet for the point of beginning, thence continuing South 6 degrees, 17 minutes, 34 seconds West along said line 26.61 feet, thence North 71 degrees, 26 minutes, West 111.85 feet to the Easterly right of way line of Illinois State Route number 126, thence north 6 degrees, 10 minutes, East along said Easterly right of way line 26.62 feet to a line drawn North 71 degrees, 26 minutes, West from the point of beginning, thence South 71 degrees, 26 minutes, East along said line 111.92 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County, Illinois.

**PINs: 02-32-479-012**

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, April 9, 2025 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



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

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

## Certificate of Publication:

Order Number: 7784258  
Purchase Order:

State of Illinois - Kendall

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

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 3/21/2025, and the last publication of the notice was made in the newspaper dated and published on 3/21/2025.

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

PUBLICATION DATES: **Mar 21, 2025.**

---

The Beacon-News

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

22nd Day of March, 2025, by

**Chicago Tribune Media Group**



---

Jeremy Gates

# CHICAGO TRIBUNE

media group

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE THE UNITED CITY OF  
YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2025-06**

**NOTICE IS HEREBY GIVEN** THAT Michael Holzer, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a bulk regulation variance to Section 10-3-9 of the Unified Development Ordinance, seeking to reduce the required minimum front yard setback from fifty (50) feet to forty-two (42) feet for a parcel located at 904 S Bridge Street. The real property, zoned B-3 General Business District, is located near the northeast corner of Illinois Route 47 (South Bridge Street) and Illinois Route 126 intersection.

The legal description is as follows:

**PARCEL 1:**

That part of lot 9 lying east of the East line of the state highway known as Route 47 of the addition to block 6 of the original village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84 in the United City of the Village of Yorkville, Kendall County, Illinois. Also that part of the South East quarter (1/4) of section 32, township 37 north, range 7 east of the third principal meridian, described as follows: beginning at the Southeast corner of lot 9 of the addition to block 6 of the original village of Yorkville, according to the plat thereof recorded on May 26, 1902 in book 4 of plats, page 84, thence south 83 degrees, 45 minutes, 11 seconds east along the southerly line of said lot 9 extended easterly 69.29 feet; thence south 6 degrees, 17 minutes, 34 seconds West 122.62 feet; thence north 71 degrees, 26 minutes west 111.92 feet to the easterly right of way line of State Route number 126, thence north 6 degrees, 10 minutes, East along said right of way line 14.08 feet; thence north 16 degrees, 15 minutes, East along the easterly right a way line of State Route 47, 85.97 feet to the South line of said lot 9; thence South 83 degrees, 45 minutes, 11 seconds East along said South line 25.23 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County Illinois, except that part conveyed to the Department of Transportation dedication of right of way recorded August 12, 2011 as document number 201100013174.

**PARCEL 2:**

Easement for ingress and egress created by warranty deed dated September 15, 1973 and recorded September 18, 1973 as document 73-4685 reserved by

# CHICAGO TRIBUNE

media group

Eimer Richard Shope and his wife, Janet M. Shope, in deed to Charles W Handell and his wife Betty Ann Handell, for the benefit of parcel one over that part of the South East ¼ of section 32, township 37 North range 7 East of the third principal meridian, described as follows: commencing at the Southeast corner of lot 9 of the addition to block 6 of the original Village of Yorkville according to the plat.

Therefore recorded on Mat 26, 1902 in book 4 of plats, page 84, thence South 83 degrees, 45 minutes, 11 seconds East along the southerly line of said lot 9 extended Easterly 69.29 feet; thence South 6 degrees, 17 minutes, 34 seconds West 122.62 feet for the point of beginning, thence continuing South 6 degrees, 17 minutes, 34 seconds West along said line 26.61 feet, thence North 71 degrees, 26 minutes, West 111.85 feet to the Easterly right of way line of Illinois State Route number 126, thence north 6 degrees, 10 minutes, East along said Easterly right of way line 26.62 feet to a line drawn North 71 degrees, 26 minutes, West from the point of beginning, thence South 71 degrees, 26 minutes, East along said line 111.92 feet to the point of beginning, in the United City of the Village of Yorkville, Kendall County, Illinois.

**PINs: 02-32-479-012**

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on Wednesday, April 9, 2025 at 7 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND  
City Clerk  
3/21/2025 7784258

**CHICAGO TRIBUNE**

media group



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 #9

Tracking Number

CC 2025-08

**Agenda Item Summary Memo**

**Title:** Public Works and Parks Department Facility Update

**Meeting and Date:** City Council – April 22, 2025

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

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational

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

**Agenda Item Notes:**

If new information is available at the time of the meeting, then a discussion will be held.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

Agenda Item Number

Mayor's Report #10

---

Tracking Number

CC 2025-09

---

### Agenda Item Summary Memo

**Title:** Lake Michigan Water Project Update

---

**Meeting and Date:** City Council – April 22, 2025

---

**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.

---

---

---

---

---