



KENDALL COUNTY
ZONING AND PLATTING ADVISORY COMMITTEE
111 West Fox Street • Rooms 209 and 210 • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

September 3, 2024 - 9:00 a.m.

CALL TO ORDER

ROLL CALL: **County Board:** Seth Wormley, PBZ Committee Chair; **County Highway Department:** Fran Klaas, County Engineer; **WBK Engineering, LLC:** Greg Chismark, Stormwater Consultant; **County Health Department:** Aaron Rybski, Director Environmental Health; **Forest Preserve District:** David Guritz, Director; **SWCD:** Alyse Olson, Resource Conservationist; **Sheriff's Office:** Commander Jason Langston; **GIS:** Meagan Briganti; **PBZ:** Brian Holdiman, Code Official; Matt Asselmeier, PBZ Director

APPROVAL OF AGENDA (VV)

APPROVAL OF MINUTES (VV):

Approval of August 6, 2024, ZPAC Meeting Minutes
(Pages 2-12)

PETITIONS (Roll Call Votes):

1. **Petition 24 – 24 – James W. Filotto on Behalf of Oakland Avenue Storage, LLC (Pages 13-40)**
Request: Site Plan Approval
PIN: 09-13-400-011
Location: Between 276 and 514 Route 52, Minooka in Seward Township
Purpose: Petitioner Wants Site Plan Approval for a Roofing Contractor Business; Property is Zoned B-3 Highway Business District with a Conditional Use Permit for a Contractor's Office Where All Storage is Indoors

2. **Petition 24 – 26 – Timothy A. Tremain (Pages 41-58)**
Request: Map Amendment Rezoning the Subject Property from R-1 One Family Residential District to R-3 One Family Residential
PINs: 02-30-400-013 and 02-31-201-014
Location: Between 11237 and 11209 River Road, Plano in Bristol Township
Purpose: Petitioner Wants to Rezone the Property to Build Two Houses

3. **Petition 24 – 27 – Steve W. Jeffers on Behalf of Revolution Investments, LLC (Pages 59-84)**
Request: Plat of Vacation of a Ten Foot Drainage and Utility Easement at the Common Lot Lines of Lots 110 and 111 of Whitetail Ridge Subdivision
PINs: 06-07-374-004 and 06-07-374-005
Location: 5862 and 5834 Championship Court, Yorkville in Na-Au-Say Township
Purpose: Petitioner Wants to Vacate the Easements in Order to Construct a House over the Common Lot Line; Property is Zoned RPD-2

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

None

OLD BUSINESS/ NEW BUSINESS

None

CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT (VV)- Next meeting on October 1, 2024

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
August 6, 2024 – Unapproved Meeting Minutes

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

Present:

Matt Asselmeier – PBZ Department
Lauren Belville – Health Department
Meagan Briganti – GIS Department
Brian Holdiman – PBZ Department
Fran Klaas – Highway Department
Alyse Olson – Soil and Water Conservation District
Antoinette White – Forest Preserve
Seth Wormley – PBZ Committee Chair

Absent:

Greg Chismark – WBK Engineering, LLC
Commander Jason Langston – Sheriff's Department

Audience:

Dan Kramer, Steve Grebner, and Matt Toftoy

AGENDA

Mr. Klaas made a motion, seconded by Mr. Asselmeier, to approve the agenda as presented.

With a voice vote of eight (8) ayes, the motion carried.

MINUTES

Mr. Klaas made a motion, seconded by Mr. Asselmeier, to approve the July 2, 2024, meeting minutes.

With a voice vote of eight (8) ayes, the motion carried.

PETITIONS

Petition 24-21 Scott L. and Cheryl A. Hill on Behalf of the Hill Living Trust

Mr. Asselmeier summarized the request.

The Petitioners would like a map amendment rezoning approximately thirteen point nine more or less (13.9 +/-) acres located on north side of Miller Road between 15715 and 15609 Miller Road from A-1 Agricultural District to R-1 One Family Residential District in order to build two (2) houses at the property.

In addition to the map amendment, the Petitioners were seeking a variance to Section 8:02.D.1 which requires properties zoned R-1 to be a minimum two hundred feet (200') in width at the building line. The Petitioners were not involved in the division of the property from the larger farm or the annexation of a portion of the larger farm to the City of Plano, which caused the flag lot. The parcel is approximately forty feet (40') wide at the building line.

The application materials and zoning plat were provided.

The property was located between 15715 and 15609 Miller Road on the north side of Miller Road.

The existing land use is Agricultural.

The County's Land Resource Management Plan calls for the property to be Countryside Residential. Plano's Future Land Use Map calls for the property to be Estate Residential.

Miller Road is a Township maintained Minor Collector.

Plano has a trail planned along Miller Road.

There is a wetland (freshwater pond) on the property.

The adjacent land uses are Agricultural and Single-Family Residential.

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The adjacent properties are zoned A-1 and R-3 in the County and AG-1 inside Plano.

The County's Future Land Use Map calls for the area to be Countryside Residential (Max 0.33 DU/Acre). Plano's Future Land Use Map calls for the area to be Estate Residential (Max 0.8 DU/Acre) and Low Density Residential (Max 2.25 DU/Acre).

Properties within one half (1/2) mile are zoned A-1, A-1 SU, R-1, R-2, and R-3 in the County and AG-1 inside Plano.

The A-1 special use permits to the east is for a campground (Boy Scout camp).

EcoCAT Report submitted and consultation was terminated; there were protected resources in the area, but adverse impacts were unlikely.

The application for NRI was submitted on July 22, 2024.

Petition information was sent to Little Rock Township on July 30, 2024. No comments were received.

Petition information was sent to the City of Plano on July 30, 2024. No comments were received.

Petition information was sent to the Little Rock-Fox Fire Protection District on July 30, 2024. No comments were received.

The Petitioners would like to rezone the property in order to build a maximum of two (2) houses on the property. Since an access easement already exists on the west side of the property, a Plat Act Exemption may be used instead of doing a subdivision.

The site is currently farmed. Any future buildings would have to meet applicable building codes.

There is electricity on the southeast corner of the property. No information was provided regarding wells or septic systems on the property.

The property fronts Miller Road. Little Rock Township has permitting authority over access at the property.

A gravel driveway connects the property to Miller Road and serves the adjoining two (2) parcels.

Based on the proposed uses, no new odors are foreseen.

Lighting would be for residential purposes and would have to follow applicable ordinances.

Landscaping would be for residential uses.

No non-residential signage is planned.

The owners of the property would have to follow applicable noise control regulations based on residential uses.

Stormwater control would be evaluated as part of the building permit.

The proposed Findings of Fact for the Map Amendment were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes and single-family residential purposes.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned agricultural in the unincorporated area and in the City of Plano. There are also R-1, R-2, and R-3 zoned properties in the vicinity.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property consists of marginal farmland and, due to its size, it is not eligible for residential uses without a map amendment.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single family residential.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Countryside Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.

The proposed Findings of Fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property was part of a larger farm, which has been divided and a portion of this farm was annexed to the City of Plano, causing the flag shape of the lot.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other R-1 zoned properties that were parts of larger farms, whereby part of the larger farm was annexed to a municipality by a previous owner, could request a similar variance.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created by a previous owner when they divided the larger farm and annexed a portion of the larger farm to Plano.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That 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 of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Staff recommended approval of the proposed map amendment and variance.

Dan Kramer, Attorney for the Petitioner, said that the property to the north was part of a large annexation to the City of Plano that comprised approximately two thousand (2,000) acres as a planned residential development that never developed. Mr. Kramer explained that the grandfather of the Petitioner owned the larger farm, which was divided among the heirs. There is no well or septic on the property. The son might build one (1) home on the property, but the Petitioner's definitively will build one (1) home on the property. Mr. Kramer said that the City of Plano will provide a letter of support and Little Rock Township will review the proposal later this month.

Mr. Holdiman made a motion, seconded by Mr. Klaas, to recommend approval of the map amendment and variance.

The votes were follows:

Ayes (8): Asselmeier, Belville, Briganti, Holdiman, Klaas, Olson, White, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Chismark and Langston

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on August 28, 2024.

Petition 24-22 Leo M. Phillipp

Mr. Asselmeier summarized the request.

The Petitioners would like a map amendment rezoning approximately eleven point six more or less (11.6 +/-) acres of the approximately fifteen (15) acres located at the northeast corner of Legion and East Highpoint Roads in order to construct approximately three (3) houses.

The application materials and zoning plat were provided.

The property is located at 10835 Legion Road.

In 1984, through Ordinance 84-06, the southwest corner of the property was rezoned to R-1.

In 1987, through Ordinance 87-27, the southwest corner of the property was rezoned back to A-1 and approximately three point three more or less (3.3 +/-) acres, where the current house, is placed was rezoned to R-1.

The total size of the property is approximately fifteen (15) acres.

The existing land use for the proposed rezoned portion of the property is Wooded.

The County's Land Resource Management Plan calls for the property to be Suburban Residential and Yorkville's Plan calls for the property to be Estate/Conservation Residential.

East Highpoint Road and Legion Road are Township maintained Minor Collectors.

Yorkville has a trail planned along East Highpoint Road.

There are no floodplains or wetlands on the property.

The current land uses of the adjacent properties are Agricultural and Single-Family Residential.

The adjacent properties are zoned A-1, A-1 SU, and R-1.

The County's Future Land Use Map calls for the area to be Suburban Residential (Max 1.0 DU/Acre) and Rural Residential (Max 0.65 DU/Acre). Yorkville's Future Land Use Map calls for the area to be Estate/Conservation Residential.

The properties within one half (1/2) mile are zoned A-1, A-1 SU, R-1, R-2, R-3, RPD-2, RPD-3, and B-4.

The A-1 special use permits to the east are for communication towers.

The A-1 special use permit to the west is for boarding horses.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on July 19, 2024.

Petition information was sent to Kendall Township on July 30, 2024. No comments were received.

Petition information was sent to the United City of Yorkville on July 30, 2024. No comments were received.

Petition information was sent to the Bristol-Kendall Fire Protection District on July 30, 2024. No comments were received.

The Petitioners would like to rezone the property in order to build a maximum of three (3) houses on the rezoned portion of the property. Since the property already has frontage along East Highpoint and Legion Roads, a Plat Act Exemption may be used instead of doing a subdivision.

The site is currently mostly wooded with one (1) single-family home. Any future buildings would have to meet applicable building codes.

The wooded area is not presently served by utilities.

The property fronts East Highpoint and Legion Roads. Kendall Township has permitting authority over access at the property.

No information was provided regarding parking.

Based on the proposed uses, no new odors are foreseen.

Lighting would be for residential purposes and would have to follow applicable ordinances.

Landscaping would be for residential uses.

No non-residential signage is planned.

The owners of the property would have to follow applicable noise control regulations based on residential uses.

Stormwater control would be evaluated as part of the building permit.

The proposed Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes and single-family residential purposes.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned agricultural and some form of single-family residential.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property consists of a large wooded area and, due to its size, it is not eligible for residential uses without a map amendment.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single family residential.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Suburban Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.

Staff recommended approval of the proposed map amendment.

Mr. Klaas asked if a plat of subdivision would be required. Mr. Asselmeier discussed the Plat Act exemptions that could be used to develop multiple lots without going through the subdivision process.

Mr. Klaas requested forty foot (40') rights-of-way dedications on East Highpoint and Legion Roads because of fatal accidents in that area. Dan Kramer, Attorney for the Petitioner was agreeable to the request and would prepare a letter of dedication.

Mr. Kramer said three (3) houses would be the maximum, but the Petitioner would sell to one (1) buyer.

Mr. Klaas made a motion, seconded by Mr. Holdiman, to recommend approval of the map amendment.

The votes were follows:

Ayes (8): Asselmeier, Belville, Briganti, Holdiman, Klaas, Olson, White, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Chismark and Langston

The motion passed.

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The proposal goes to the Kendall County Regional Planning Commission on August 28, 2024.

PBZ Chairman Wormley recused himself at this time (9:15 a.m.).

Petition 24-23 Seth Wormley on Behalf of the Richard Budd Wormley Revocable Living Trust (Owner) and Matthew D. Toftoy on Behalf of Finer Finish Grounds Care, LLC (Tenant)

Mr. Asselmeier summarized the request.

The Petitioners are seeking a special use permit for a landscaping business, including allowing outdoor storage of equipment.

The application materials, site plan, and pictures of the property were provided.

The property is located at 6891 Fox River Drive, Yorkville, inside the Village of Millbrook.

The proposed special use area of the property was approximately three point two (3.2) acres in size.

The existing land use of the property is Agricultural.

The property is zoned A-1 by the Village of Millbrook.

Millbrook Plan calls for the property to be Low Density Residential (Max 0.65 DU/Acre).

Fox River Drive is a Major Collector maintained by Kendall County.

The County has a trail planned along Fox River Drive.

There are no floodplains or wetlands on the portion of the parcels where the special use is proposed.

The adjacent properties are Agricultural and Single-Family Residential. The Fox River is located west of the subject property.

The adjacent properties are zoned A-1 in the County and A-1 inside the Village of Millbrook.

The County's Land Resource Management Plan calls for the area to be Countryside Residential (Max 0.33 DU/Acre) and Open Space. Millbrook's Future Land Use Map calls for the area to be Low Density Residential, Open Space, and Forest Preserve.

The properties within one half (1/2) of a mile are zoned A-1 and A-1 BP in the County and A-1 inside Millbrook.

Approximately eight (8) houses are located within a half mile (0.5) miles of the subject property.

The Millbrook North Forest Preserve is located within a half mile (0.5) miles of the subject property.

EcoCAT Report was submitted on July 18, 2024, and while some protected resources were in the area, the opinion was that adverse impacts were unlikely.

The NRI application was submitted on July 19, 2024.

Petition information was sent to Fox Township on July 30, 2024. No comments were received.

Petition information was sent to the Village of Millbrook on July 30, 2024. No comments were received.

Petition information was sent to the Little Rock-Fox Fire Protection District on July 30, 2024. No comments were received.

Per Section 7:01.D.32 of the Kendall County Zoning Ordinance, landscaping businesses can be special uses on A-1 zoned property subject to the following conditions:

1. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit.
2. The business shall be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs, unless otherwise approved in writing by the agency having jurisdiction over said Highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the

operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the Special Use.

3. No landscape waste generated off the property can be burned on this site.

If the Millbrook Village Board approves the outdoor storage of equipment, the above conditions have been met.

As noted in the project narrative, the Petitioners would like to operate Finer Finish Ground Care, LLC at the subject property. The landscaping business would lease the property from the property owner.

They would use the site for storage equipment. Employees would visit the site to get equipment. The business' main office is located offsite. The site would not be open to customers.

The business would be open from 7:00 a.m. until 6:00 p.m. daily and daily for twenty-four hours (24) during snow events in the winter. The business has a maximum of ten (10) employees.

The site plan shows one (1) approximately three thousand two hundred twenty-eight (3,228) square foot metal barn, one (1) approximately one thousand one hundred fifty (1,150) square foot frame barn, one (1) approximately one thousand eight hundred (1,800) square foot metal barn, and one (1) approximately six hundred ten (610) square foot frame barn. There would be no outdoor storage of landscape materials; equipment would be stored outdoors.

Equipment consists of pickup trucks, trailers, side-by-sides, mowers, water tanks, small utility tractors, riding mowers, and skid steers. These items would be stored outdoors, when the business is closed.

Many of the buildings on the subject property appear on the 1939 and subsequent year aerials.

No new buildings are planned as part of the special use permit.

Any structures related to the landscaping business would be required to obtain applicable building permits.

The property is served by a well on an adjoining property. There is no septic system on the property and a septic system is not planned. Electricity is on site.

One (1) dumpster area is proposed on the "concrete pad" area labeled on the site plan.

The property drains towards southwest.

Because the Petitioners are not proposing outdoor storage and because the buildings and impervious areas appear on the 1939 aerial, no stormwater permit is required.

Per the site plan, the property has a gravel driveway.

According to the site plan, the Petitioners proposes a gravel parking lot with twelve (12) parking spaces, including one (1) ADA accessible parking space.

No new lighting was planned for the property. There are wall pack lights that light the driveway and building entrances.

No signage was proposed.

The property presently has cameras on the main buildings.

No landscaping besides the existing mature plantings and pines that are visible in several of the pictures is planned.

No information was provided regarding noise control.

No information was provided regarding odor control.

If approved, this would be the first (1st) special use permit for a landscaping business in the Village of Millbrook.

The proposed Findings of Fact were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Numerous landscaping businesses have been approved throughout unincorporated Kendall County. The proposed use is along Fox River Drive, which is classified as a major collector. Reasonable restrictions can be placed in the special use permit to ensure the health, safety, and general welfare of the area are protected.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The subject property is in a large A-1 Agricultural District. The use will not impede farms or residential uses on the adjoining properties. Reasonable restrictions may be placed on the special use permit to address hours of operation, noise, landscaping, and site layout to prevent neighboring property owners are not negatively impacted by the proposed use.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal states that customers will not come to the property. Given the limited number of employees reporting to the property, adequate utilities, access roads, and ingress/egress exists. The proposal does not call for outdoor storage of materials.

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 County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 7-26 of the Land Resource Management Plan, "A strong base of agriculture, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents."

Staff recommended approval of the requested special use permit subject to the following conditions and restrictions. To date, the Petitioners have not agreed to these conditions and restrictions:

1. The site shall be developed substantially in accordance with the site plan.
2. Equipment and vehicles related to the business allowed by the special use permit may **not** be stored outdoors at the subject property when the business is closed.
3. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
4. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
5. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
6. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors.
7. A maximum of ten (10) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
8. No customers of the business allowed by the special use permit shall be invited onto the subject property for matters related to the business allowed by the special use permit.
9. The hours of operation of the business allowed by this special use permit shall be daily from 7:00 a.m. until 6:00 p.m. and the business shall be open twenty-four (24) hours to address snow events. The owners of the business allowed by this special use permit may reduce these hours of operation.

10. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits. ~~This restriction does not apply to greenhouses.~~
11. No signs are shown on the site plan. The owner of the business allowed by the special use permit may request a sign in the future using the minor amendment process, provided that the proposed sign meets the requirements of the Kendall County Zoning Ordinance.
12. Only lighting related to security may be installed outdoors at the subject property.
13. No landscape waste generated off the property can be burned on the subject property.
14. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

Only homes permitted prior to the date of the issuance of the special use permit shall have standing to file noise complaints.
15. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
16. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
17. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
18. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
19. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
20. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Dan Kramer, Attorney for the Petitioners, requested that the condition pertaining to the maximum number of employees be removed to encourage business growth. Mr. Kramer was agreeable to the other conditions.

Ms. Belville offered to help the Petitioners obtain a septic system in the future, if they wanted a septic system in the future.

Mr. Holdiman made a motion, seconded by Mr. Klaas, to recommend approval of the special use permit with the conditions proposed by Staff correcting the conditions to allow outdoor storage, removing the maximum number of employee recommendation, and correcting the reference to greenhouses in the condition requiring buildings to obtain permits.

The votes were follows:

Ayes (7): Asselmeier, Belville, Briganti, Holdiman, Klaas, Langston, Olson, and White

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Nays (0): None
Abstain (1): Wormley
Absent (2): Chismark and Langston

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on August 28, 2024.

PBZ Chairman Wormley returned at this time (9:25 a.m.).

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Asselmeier reported that Petitions 24-10 and 24-11 were approved by the County Board.

Mr. Asselmeier reported that the Filotto Roofing site plan will likely be on the September ZPAC agenda.

OLD BUSINESS/NEW BUSINESS

None

CORRESPONDENCE

None

PUBLIC COMMENT

None

ADJOURNMENT

Mr. Klaas made a motion, seconded by Mr. Asselmeier, to adjourn.

With a voice vote of eight (8) ayes, the motion carried.

The ZPAC, at 9:26 a.m., adjourned.

Respectfully Submitted,
Matthew H. Asselmeier, AICP, CFM
Director

Enc.



**KENDALL COUNTY
ZONING & PLATTING ADVISORY COMMITTEE
AUGUST 6, 2024**

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

| NAME | ADDRESS (OPTIONAL) | EMAIL ADDRESS (OPTIONAL) |
|------------------------------------|-----------------------|-----------------------------|
| Don Kramer 24-21, 24-22, +24-23 | | |
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DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 24-24**James W. Filotto on Behalf of Oakland Avenue Storage, LLC
Site Plan Approval****INTRODUCTION**

On July 16, 2024, the Kendall County Board approved Ordinance 2024-26, rezoning the subject property to B-3 Highway Business District. On July 8, 2024, the Kendall County Planning, Building and Zoning Committee approved a conditional use permit for a contractor's office or shop (roofing contractor) where all storage of equipment and materials are inside a building.

The Petitioner is requesting site plan approval as required by Section 13:10 of the Kendall County Zoning Ordinance.

The application materials are included as Attachment 1. The improvement plans are included as Attachment 2. The landscaping plan is included Attachment 3. The site plan is included as Attachment 4. The building elevations are included as Attachment 5.

SITE INFORMATION

PETITIONERS: James W. Filotto on Behalf of Oakland Avenue Storage, LLC

ADDRESS: Between 276 and 514 Route 52

LOCATION: South Side of Route 52 Approximately 0.4 Miles West of County Line Road



TOWNSHIP: Seward

PARCEL #s: 09-13-400-011

LOT SIZE: 11.0 +/- Acres

EXISTING LAND
USE: Agricultural

ZONING: B-3 Highway Business District Agricultural District

| | | |
|-------|-------------------------|---|
| LRMP: | Future Land Use | Commercial (County) Mixed Use (Shorewood) |
| | Roads | Route 52 is a State maintained Arterial Road. |
| | Trails | There is a trail planned along Route 52 |
| | Floodplain/ Wetlands | There are no floodplains or wetlands on the property. |

REQUESTED
ACTION: Site Plan Approval

APPLICABLE
REGULATIONS: Section 13:10 – Map Amendment Procedures

SURROUNDING LAND USE

| Location | Adjacent Land Use | Adjacent Zoning | Land Resource Management Plan | Zoning within ½ Mile |
|----------|--|-----------------|---|---|
| North | Agricultural and Single-Family Residential | A-1 | Public/Institutional (County) Mixed Use and School (Shorewood) | A-1 |
| South | Agricultural | A-1 | Suburban Residential (Max 1.0 DU/Acre) (County) Single-Unit Residential Detached (Shorewood) | A-1 |
| East | Landscaping Business | A-1 SU | Commercial (County) Mixed Use (Shorewood) | A-1, A-1 SU, B-2, B-3 SU, B-4, and Will County Zoning |
| West | Agricultural and Single Family Residential | A-1 | Commercial (County) Mixed Use (Shorewood) | A-1, A-1 SU, and B-2 |

The A-1 special use permits to east are for a landscaping business and fertilizer plant.

The A-1 special use permit to the west is for a landing strip.

The B-3 special use permit to the east is for indoor and outdoor storage.

The property to the north of the subject property is planned to be a school.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated (see Attachment 1, Pages 8-9).

ACTION SUMMARY

SEWARD TOWNSHIP

Petition information was sent to Seward Township on August 21, 2024.

VILLAGE OF SHOREWOOD

Petition information was sent to the Village of Shorewood on August 21, 2024.

MINOOKA FIRE PROTECTION DISTRICT

Petition information was sent to the Minooka Fire Protection District on August 21, 2024.

DESIGN STANDARDS

Pursuant to Section 13:10.D of the Kendall County Zoning Ordinance, the following shall be taken into account when reviewing Site Plans (Staff comments in bold):

*Responsive to Site Conditions-Site plans should be based on an analysis of the site. Such site analysis shall examine characteristics such as site context; geology and soils; topography; climate and ecology; existing vegetation, structures and road network; visual features; and current use of the site. In addition to the standards listed below, petitioners must also follow the regulations outlined in this Zoning Ordinance. To the fullest extent possible, improvements shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative effects and alteration of natural features. Fragile areas such as wetlands and flood plains should be preserved as open space. Slopes in excess of 20 percent as measured over a 10-foot interval also should remain as open space, unless appropriate engineering measures concerning slope stability, erosion and safety are taken. **The property was rezoned to B-3 Highway Business earlier in 2024. The property drains towards the south. There are no floodplains or wetlands on the property and there are no excessive slopes.***

*Traffic and Parking Layout-Site plans should minimize dangerous traffic movements and congestion, while achieving efficient traffic flow. An appropriate number of parking spaces shall be provided while maintaining County design standards. The number of curb cuts should be minimized and normally be located as far as possible from intersections. Connections shall be provided between parking areas to allow vehicles to travel among adjacent commercial or office uses. Cross-access easements or other recordable mechanisms must be employed. **The site improvement plan (Attachment 2, Page 3) shows one (1) access from Route 52, a twenty-four foot (24') wide asphalt drive. Based on the proposed use and the requirements of Section 11:04 of the Zoning Ordinance, one (1) parking space would be required per employee. The Petitioner indicated that six (6) full-time employees would report to the site for work. The site improvement plan (Attachment 2, Page 3) shows nine (9) parking spaces, including one (1) ADA compliant parking space. There will be a maximum of four (4) employees at the property.***

*Conflicts between pedestrians and vehicular movements should be minimized. When truck traffic will be present upon the site, the road size and configuration shall be adequate to provide for off-street parking and loading facilities for large vehicles. Barrier curb should be employed for all perimeters of and islands in paved parking lots, as well as for all service drives, loading dock areas, and the equivalent. Parking lots in industrial or commercial areas shall be paved with hot-mix asphalt or concrete surfacing. **No conflicts are foreseen.***

*Site Layout-Improvements shall be laid out to avoid adversely affecting ground water and aquifer recharge; minimize cut and fill; avoid unnecessary impervious cover; prevent flooding and pollution; provide adequate access to lots and sites; and mitigate adverse effects of shadow, noise, odor, traffic, drainage and utilities on neighboring properties. **The proposal should not impact, shadow, noise, odor, traffic, or utilities on***

neighboring properties. The landscaping plan (Attachment 3) preserves the existing tree line along the western property line. The landscaping plan also shows vegetation added to the north side of the building and between the refuse area and the parking lot. The building elevations (Attachment 5) do not show any lights on the western side of the building and two (2) LED light fixtures on the north side of the building. The main entrance and parking are on the east side of the building and the building will block lights from vehicles parked in the parking lot from the residential structure to the west. The business sign along Route 52 will be illuminated and will be required to follow Kendall County's signage regulations. Drainage concerns can be addressed in the stormwater management permit; WBK Engineering submitted a comment letter dated August 21, 2024 (Attachment 6), but the comments raised in the letter do not directly impact site layout. The proposed septic field is located north of the building and the proposed well is located between the building and parking lot, per the site improvement plan (Attachment 2, Page 4).

*Consistent with the Land Resource Management Plan-The proposed use and the design of the site should be consistent with the Land Resource Management Plan. **This is true.***

*Building Materials-The proposed site plan design shall provide a desirable environment for its occupants and visitors as well as its neighbors through aesthetic use of materials, textures and colors that will remain appealing and will retain a reasonably adequate level of maintenance. Buildings shall be in scale with the ultimate development planned for the area. Monotony of design shall be avoided. Variations in detail, form, and setting shall be used to provide visual interest. Variation shall be balanced by coherence of design elements. **The building elevations (Attachment 5) propose a building with brick veneer, galvalume steel siding, metal doors, and aluminum fascia, gutters, and downspouts on a concrete foundation. The building's highest point will be twenty-eight feet, two inches (28', 2"). The building, including storage areas and offices, is proposed to be just under sixteen thousand (16,000) square feet in size.***

*Relationship to Surrounding Development-A site shall be developed in harmony with neighboring street pattern, setbacks and other design elements. **This is not an issue.***

*Open Space and Pedestrian Circulation-Improvements shall be designed to facilitate convenient and safe pedestrian and bicycle movement within and to the property. **This is not an issue. There is land available on the north end of the property for a trail, if a trail is installed in the future.***

*Buffering-Measures shall be taken to protect adjacent properties from any undue disturbance caused by excessive noise, smoke, vapors, fumes, dusts, odors, glare or stormwater runoff. Incompatible, unsightly activities are to be screened and buffered from public view. **The landscaping plan (Attachment 3) calls for the maintenance of the existing tree line along the western property line. The landscaping plan calls for the planting of four (4) deciduous shade trees, five (5) deciduous ornamental trees, three (3) evergreen trees, twenty-eight (28) deciduous shrubs, and fourteen (14) evergreen shrubs at various locations around the property. In addition, a seed mix is purposed around the building and detention pond. Mulch and compost are also planned around the site. Per the site improvement plan (Attachment 2, Page 3), a vinyl chain-link fence with an electronic gate is planned around an area south of the building. This fence will be eight feet (8') feet in height. The building elevations (Attachment 5) call for several LED light fixtures, mainly over the windows and doors. Lighting must follow the regulations in the Kendall County Zoning Ordinance. The conditional use permit prevents outdoor storage of materials or outdoor fabrication. Stormwater issues can be addressed in the stormwater management permit.***

*Emergency Vehicle Access-Every structure shall have sufficient access for emergency vehicles. **Staff would like comments from the Minooka Fire Protection District and Sheriff's Department on this matter.***

*Mechanical Equipment Screening-All heating, ventilation and air conditioning equipment shall be screened on sides where they abut residential districts. **The site improvement plans (Attachment 2, Page 3) shows the mechanical equipment, a small condenser, south of the proposed office space. The building and the evergreen trees should screen the mechanical equipment from any of the neighboring properties that might be zoned residential in the future.***

*Lighting-*The height and shielding of lighting fixtures shall provide proper lighting without hazard to motorists on adjacent roadways or nuisance to adjacent residents by extending onto adjacent property. Cut-off lighting should be used in most locations, with fixtures designed so that the bulb/light source is not visible from general side view. **The Petitioner proposed an illuminated sign as depicted on the site improvement plan (Attachment 2, Page 3). The size and location of the sign will comply with the Kendall County Zoning Ordinance. Neither the parking lot nor the driving aisle will be illuminated. The elevations (Attachment 5) show eleven (11) LED light fixtures over various doors and windows. No doors, windows or light fixtures are proposed on the west side of the building.**

*Refuse Disposal and Recycling Storage Areas-*All refuse disposal and recycling storage areas should be located in areas designed to provide adequate accessibility for service vehicles. Locations should be in areas where minimal exposure to public streets or residential districts will exist. Screening shall be required in areas which are adjacent to residential districts or are within public view. Such enclosures should not be located in landscape buffers. Refuse containers and compactor systems shall be placed on smooth surfaces of non-absorbent material such as concrete or machine-laid asphalt. A concrete pad shall be used for storing grease containers. Refuse disposal and recycling storage areas serving food establishments shall be located as far as possible from the building's doors and windows. The use of chain link fences with slats is prohibited. **One (1) refuse location is shown near the northeast corner of the fenced parking area (Attachment 2, Page 3). As required by the Kendall County Zoning Ordinance, plantings, in this case specifically three (3) evergreen trees will be planted to the east of the refuse area to provide screening, per the landscaping plan (Attachment 3). The building and position inside the fence parking area, combined with the evergreen trees, should shield the refuse area from adjoining properties**

RECOMMENDATION

Pending review by ZPAC, Staff recommends approval of the site plan subject to the following conditions:

1. The site shall be developed substantially in accordance with the attached improvement plans (Attachment 2), landscaping plan (Attachment 3), and building elevations (Attachment 5).
2. If additional lighting is proposed in the future, an amendment to the site plan will be required.
3. If additional freestanding signage, other than directional or emergency related signage, is proposed in the future, an amendment to the site plan will be required. This requirement shall not apply if signage is added to the building.
4. Damaged or dead plantings shown on the landscaping plan shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
5. The site shall be developed in accordance with all applicable federal, state, and local laws related to site development.

ATTACHMENTS

1. Application Materials
2. Improvement Plans
3. Landscaping Plan
4. Site Plan
5. Elevations
6. August 21, 2024, WBK Comment Letter


DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

APPLICATION

PROJECT NAME _____ FILE #: _____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)

Jim Filotto

CURRENT LANDOWNER/NAME(s)

Oakland Avenue Storage LLC

SITE INFORMATION

ACRES

SITE ADDRESS OR LOCATION

ASSESSOR'S ID NUMBER (PIN)

10.31

US Highway 52 (east of 514 Route 52)

09-13-400-011

EXISTING LAND USE

CURRENT ZONING

LAND CLASSIFICATION ON LRMP

Agricultural

A-1

REQUESTED ACTION (Check All That Apply):

_____ SPECIAL USE

_____ MAP AMENDMENT (Rezone to _____)

_____ VARIANCE

_____ ADMINISTRATIVE VARIANCE

_____ A-1 CONDITIONAL USE for: _____

☒ SITE PLAN REVIEW

_____ TEXT AMENDMENT

_____ RPD (____ Concept; ____ Preliminary; ____ Final)

_____ ADMINISTRATIVE APPEAL

_____ PRELIMINARY PLAT

_____ FINAL PLAT

_____ OTHER PLAT (Vacation, Dedication, etc.)

_____ AMENDMENT TO A SPECIAL USE (____ Major; ____ Minor)

¹PRIMARY CONTACT
PRIMARY CONTACT MAILING ADDRESS
PRIMARY CONTACT EMAIL

Jim Filotto

PRIMARY CONTACT PHONE #
PRIMARY CONTACT FAX #
PRIMARY CONTACT OTHER #(Cell, etc.)
²ENGINEER CONTACT
ENGINEER MAILING ADDRESS
ENGINEER EMAIL

Tom Carroll - Geotech Inc.

ENGINEER PHONE #
ENGINEER FAX #
ENGINEER OTHER #(Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE APPLICATION DATE.

SIGNATURE OF APPLICANT _____

DATE 7/23/24

FEE PAID:\$ _____

CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

202400000717

DEBBIE GILLETTE

RECORDER - KENDALL COUNTY, IL

RECORDED: 01/22/2024 12:28 PM

RECORDING FEE 57.00

RHSP 19.00

STATE TAX 300.00

COUNTY TAX 150.00

PAGES: 3

WARRANTY DEED

THIS INDENTURE WITNESSETH,
That the Grantor,

ERB PROPERTIES, LLC, an
Illinois Limited Liability Company,

of the [REDACTED] in the

[REDACTED] and [REDACTED]

for and in consideration of the sum of
One Dollar and other good and valuable
considerations, the receipt of which is
hereby acknowledged, CONVEY and
WARRANT to:

OAKLAND AVE. STORAGE, LLC, an Illinois Limited Liability Company

whose address is [REDACTED]

the following described real estate to-wit:

THE NORTH 806.65 FEET OF THE WEST 1296.00 FEET OF THE SOUTHEAST ^{1/4} QUARTER OF
SECTION 13, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPT THE SOUTH 80.67 FEET THEREOF AND EXCEPT THE EAST HALF OF THE NORTH 806.65
FEET OF THE WEST 1296.00 FEET, OF SAID SOUTHEAST QUARTER, IN KENDALL COUNTY,
ILLINOIS.

SUBJECT TO covenants, conditions and restrictions of record, public and utility easements, general
taxes for the tax year 2023.

PIN #: 09-13-400-011

COMMON ADDRESS: 11.34 acres, Route 52, ^{County Line Rd} Minooka, IL 60447

situated in Kendall County, Illinois, hereby releasing and waiving all rights under and by virtue of
the Homestead Exemption Laws of the State of Illinois.

Dated this 16 day of January, 2024.

ERB PROPERTIES, LLC

BY: [REDACTED]

EDWARD J. BALTZ

ITS: MANAGER and as Trustee of the EDWARD J. BALTZ DESCENDANT TRUST

BY: [REDACTED]

ROBERT D. BALTZ

MANAGER and as Trustee of the ROBERT D. BALTZ DESCENDANT TRUST

Fidelity
Title [REDACTED]

STATE OF ILLINOIS)
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **EDWARD J. BALTZ, MANAGER OF ERB PROPERTIES, LLC AND TRUSTEE OF THE EDWARD J. BALTZ DESCENDANT TRUST**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16 day of January, 2024.



NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **ROBERT D. BALTZ, MANAGER OF ERB PROPERTIES, LLC AND TRUSTEE OF THE ROBERT D. BALTZ DESCENDANT TRUST**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16 day of January, 2024.



NOTARY PUBLIC

FUTURE TAXES
OAKLAND AVE. STORAGE, LLC

RETURN THIS DOCUMENT TO:

MICHAEL KORST

^ GRANTEE'S ADDRESS

THIS INSTRUMENT WAS PREPARED BY:
JC LAWSON

RECORDER OF DEEDS
AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

_____, being duly sworn on oath, states that he is the property owner of the real estate where the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division of subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is of parcels of land or interest therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing in July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than five acres from a large tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.

(10) The conveyance is of land described in the same manner as title was taken by grantor(s).

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

AFFIANT further states that he makes this Affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO
before me this 10 day of November 2021.

NOTARY PUBLIC

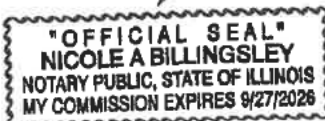


Exhibit A

THE WEST HALF OF THE NORTH 806.65 FEET OF THE WEST 1296.0 FEET OF THE
SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 80.67 FEET THEREOF, IN
KENDALL COUNTY, ILLINOIS

PIN; 09-13-400-011

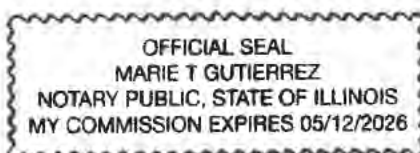
KENDALL COUNTY DISCLOSURE OF BENEFICIARIES FORM

1. Applicant OAKLAND AVE. STORAGE
 Address [REDACTED]
 City [REDACTED] State [REDACTED] Zip [REDACTED]
2. Nature of Benefit Sought Site plan review
3. Nature of Applicant: (Please check one)
☐ Natural Person
☐ Corporation
☐ Land Trust/Trustee
☐ Trust/Trustee
☐ Partnership
☐ Joint Venture
4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
LLC
5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:
- | NAME | ADDRESS | INTEREST |
|----------------------|-------------------|------------|
| <u>James Filotto</u> | <u>[REDACTED]</u> | <u>50%</u> |
| <u>Penny Filotto</u> | <u>[REDACTED]</u> | <u>50%</u> |
| | | |
| | | |
| | | |
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
James Filotto

I, [REDACTED] VERIFICATION
 being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 18 day of July 2024, A.D.

(seal)



[REDACTED]
 Notary Public



GEOTECH INC.
CONSULTING ENGINEERS & LAND SURVEYORS

1207 Cedarwood Dr, Crest Hill, IL 60403 • 815-730-1010 • geotechconsultantsinc.com

Memorandum

To: Kendall County Department of Planning, Building, and Zoning

From: Nicholas Whitmore

Re: Filotto Roofing
Kendall County, IL 60435

This project will consist of construction of a roughly 16,000 sf building containing both office and storage space for Filotto Roofing in addition to parking areas and detention to serve the improvements. Construction is anticipated to begin shortly after all County/IDOT permits are issued. The earliest start date for construction is estimated to start Fall 2024 and end in Spring 2025.

Thank you



Applicant: Geotech Inc.
Contact: Thomas Carroll, P.E.
Address: [REDACTED]

IDNR Project Number: 2500712
Date: 07/12/2024
Alternate Number: 21641

Project: Filotoo Roofing
Address: US Highway 52, Minooka

Description: A proposed shop with an office attachment for a roofing company

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:
 35N, 8E, 13



IL Department of Natural Resources
Contact
 Adam Rawe
 217-785-5500
 Division of Ecosystems & Environment

Government Jurisdiction
 IL Environmental Protection Agency
 Melissa Parrt
 1021 North Grand Avenue East
 Springfield, Illinois 62794 -9276

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

IDNR Project Number: 2500712

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

SITE IMPROVEMENT PLANS

FILOTTO ROOFING

US ROUTE 52, MINOOKA

BENCHMARKS:

REFERENCE: KENDALL COUNTY (SEWARD TOWNSHIP) BENCHMARKS 902, 922, 923, AND 927.

SITE: RIM OF STORM DRAIN AT NORTHEAST CORNER OF PROPERTY.
ELEV=630.89

PROPERTY INFORMATION:

LOCATION: U.S. ROUTE 52, WEST OF COUNTY LINE ROAD, MINOOKA
PERMITTING: UNINCORPORATED KENDALL COUNTY
COUNTY: KENDALL
SECTION: SEC. 13 135N R8E
P.I.N.(S): 09-13-400-011
ZONING: B-3

LEGAL DESCRIPTION:

WEST HALF OF THE NORTH 806.65-FT OF THE WEST 1296.0-FT
(EXCEPT THE SOUTH 80.67-FT) OF THE SOUTHEAST QUARTER OF
SECTION 13-135N-R8



LOCATION MAP

INDEX OF SHEETS

1. TITLE SHEET
2. EXISTING CONDITIONS
3. GEOMETRIC PLAN
4. GRADING/UTILITY PLAN
5. STORMWATER POLLUTION PREVENTION PLAN
6. EROSION CONTROL PLAN
7. CONSTRUCTION DETAILS
8. SPECIFICATIONS

WARNING



CALL BEFORE
YOU DIG

THE PUBLIC WORK & UTILITIES DEPARTMENTS AND
BUILDING DEPARTMENT SHALL BE NOTIFIED A MINIMUM
OF 48 HOURS PRIOR TO THE START OF OR RESUMPTION
OF WORK ON THE PROJECT

| EXISTING | LEGEND | PROPOSED |
|----------|------------------------|----------|
| | STORM SEWER (RCP) | |
| | STORM SEWER (PVC/HDP) | |
| | SANITARY SEWER | |
| | WATER MAIN | |
| | FIRE HYDRANT | |
| | VALVE VAULT | |
| | VALVE BOX | |
| | STORM SEWER MANHOLE | |
| | CATCH BASIN | |
| | INLET | |
| | FLARED END SECTION | |
| | SANITARY SEWER MANHOLE | |
| | STREET LIGHT | |

DRAINAGE & ENGINEER CERTIFICATION

I, THOMAS CARROLL, A LIC
BEEN PREPARED BY OR UN
BELIEF, THESE DOCUMENTS
AND PRACTICES AND COMP

FURTHERMORE, TO THE BE
CHANGED BY THE CONSTRU
DRAINAGE WILL BE CHANGE
SURFACE WATERS INTO PUI
THAT SUCH SURFACE WATE
PRACTICES SO AS TO REDU
CONSTRUCTION OF THE IN

DATED THIS 12TH DAY OF

THOMAS CARROLL, P.E.
ILLINOIS P.E. # [REDACTED]
LICENSE EXPIRES 11/30/20
GEOTECH INCORPORATED P
DESIGN FIRM NUMBER [REDACTED]

SEAL/STAMP

FILOTTO ROOFING
U.S. ROUTE 52
MINOOKA, IL

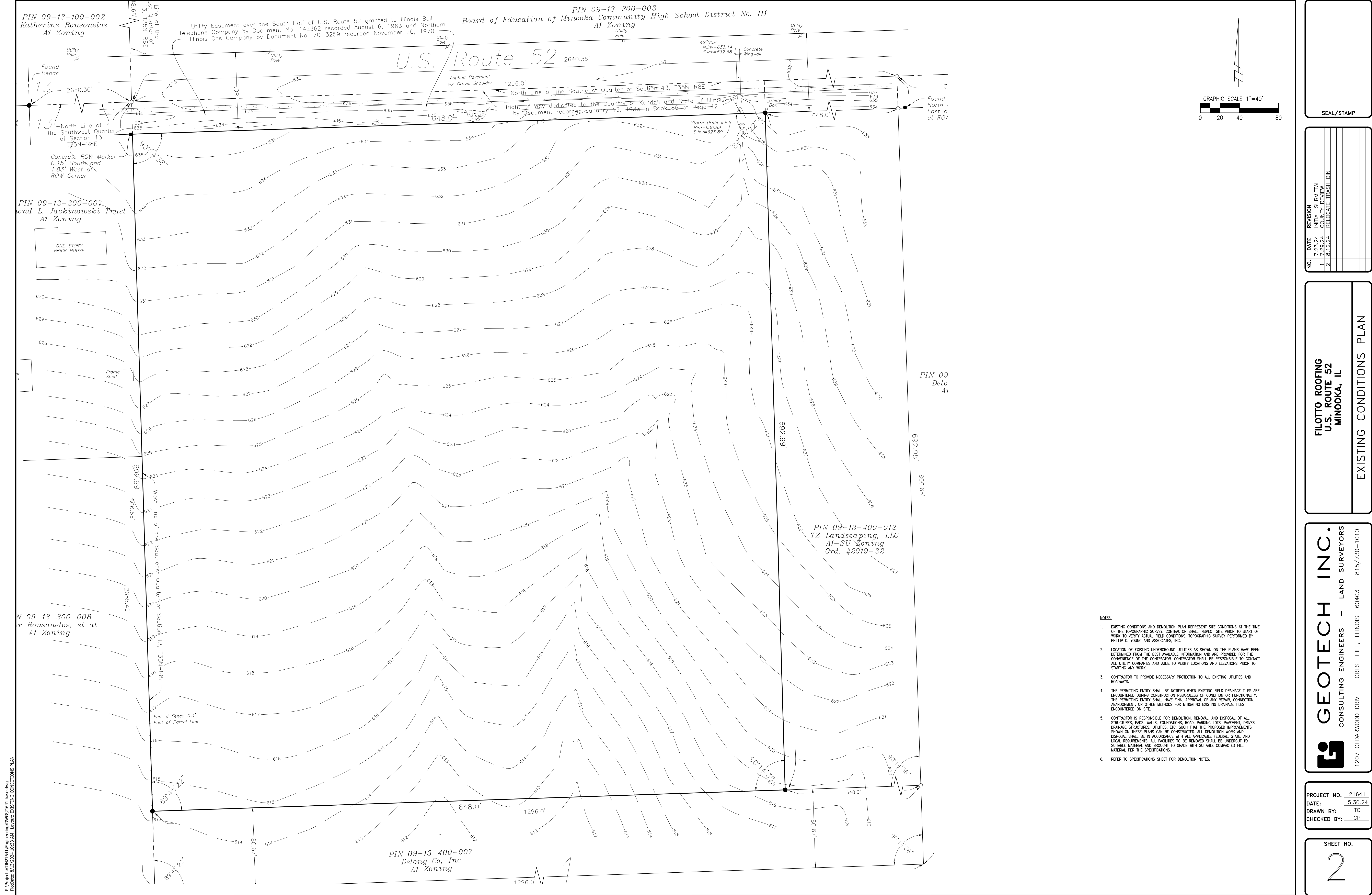
TITLE SHEET

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS



1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21641
DATE: 5.30.24
TC
CP



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Pldate: 8/13/2024 10:33 AM, Layout: EXISTING CONDITIONS PLAN

SEAL/STAMP

| NO. | DATE | REVISION |
|-----|---------|--------------------|
| 1 | 7/23/24 | INITIAL SUBMITTAL |
| 2 | 7/29/24 | COUNTY REVIEW |
| 3 | 8/12/24 | RELOCATE TRASH BIN |

FILOTTO ROOFING
U.S. ROUTE 52
MINOOKA, IL

EXISTING CONDITIONS PLAN

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21641
DATE: 5.30.24
DRAWN BY: TC
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SHEET NO.
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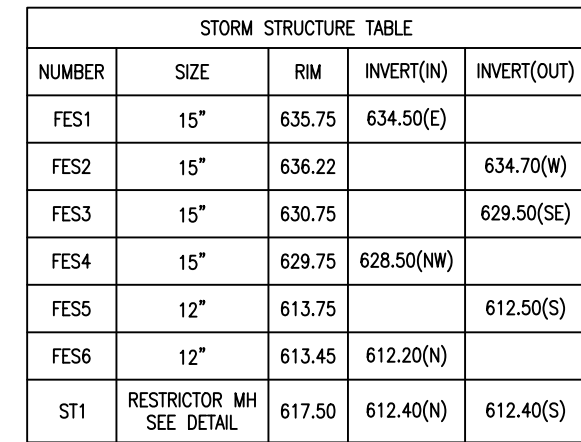
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|---|----------------|
| FILOTTO ROOFING U.S. ROUTE 52 MINOOKA, IL | GEOMETRIC PLAN |
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GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/7730-1010

PROJECT NO. 21641
DATE: 5.30.24
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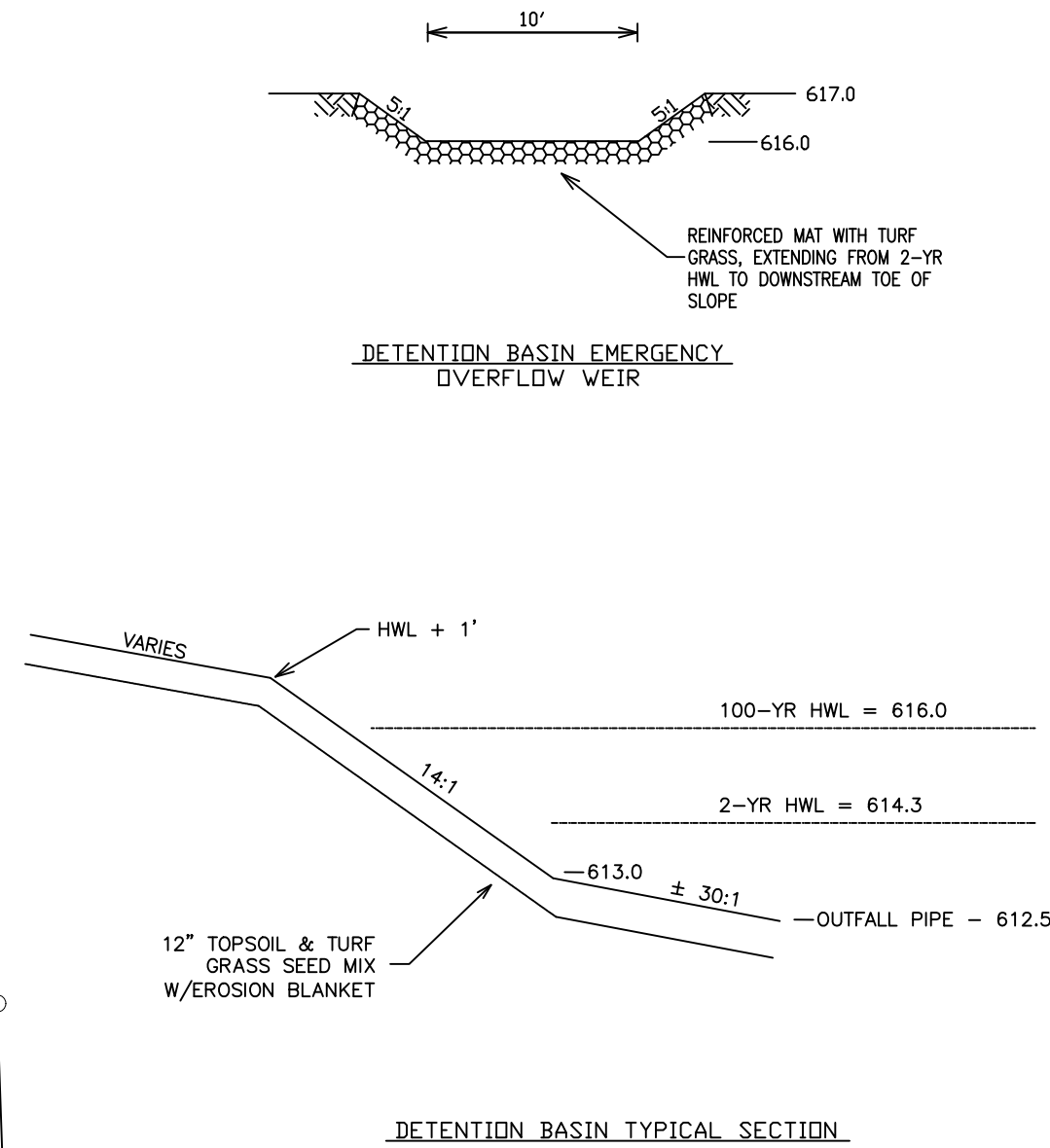
3



FORM:
UNPAVED AREAS/PARKING AREAS: EJIW 1020, TY. M2 GRATE
COLLED CURB & GUTTER: EJIW 7525
6.12 CURB & GUTTER: EJIW 7210, TY. M1 GRATE & T1 BACK
EXPRESSED CURB & GUTTER: EJIW 7210, TY. M3 GRATE

SANITARY: EJIW 1020 TY. A SOLID COVER

WATER: EJIW 1020 TY. A SOLID COVER



NOTES:

THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF NPDES PERMIT CONSTRUCTION GENERAL PERMIT ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

1. SITE DECLARATION

THE FOLLOWING IS A DESCRIPTION OF THE CONSTRUCTION ACTIVITY THAT IS THE SUBJECT OF THIS PLAN

- A. THE CONSTRUCTION SITE ACTIVITIES FOR THE SITE IMPROVEMENTS WILL INCLUDE, AS NECESSARY: TOPSOIL EXCAVATION AND STOCKPILING, EARTH EXCAVATION OF EMBANKMENT MATERIAL, INSTALLATION OF WATER AND SEWER UTILITIES, STORM SEWERS, AND OTHER MUNICIPAL INFRASTRUCTURE SUCH AS TELECOMMUNICATIONS, GAS AND ELECTRIC SERVICES, CURB AND GUTTER, PAVEMENT, RESURFACING OF TOPSOIL OVER ALL DISTURBED AREAS, STABILIZATION OF PERVIOUS AREAS WITH SEED AND/OR OTHER LANDSCAPING MATERIALS, SOIL EROSION AND SEDIMENTATION MEASURES AND OTHER ACTIVITIES THAT MAY BE NECESSARY TO PROTECT ADJACENT AND DOWNSTREAM WATER COURSE FROM DAMAGE.

- B. THE EXPECTED SEQUENCE OF ACTIVITIES THAT WILL CAUSE SIGNIFICANT DISTURBANCE AND DISRUPTION ARE AS FOLLOWS: SITE CLEARING, TOPSOIL EXCAVATION AND STOCKPILING, EARTH EXCAVATION AND RESTORATION OF DISTURBED AREAS, PRIOR TO THE COMMENCEMENT OF ANY SITE DISTURBANCE ACTIVITY, SILT FENCE, CONSTRUCTION ENTRANCE AND ANY REQUIRED DOWN-SLOPE PROTECTION MUST BE INSTALLED. ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED, AS NOTED ON THE PLANS, AS CONSTRUCTION ACTIVITY PROGRESSES.

- C. THE ESTIMATED STORMWATER RUNOFF COEFFICIENT ARE CONTAINED IN THE PROJECT DESIGN NARRATIVE ON FILE WITH THE LOCAL AGENCY HAVING JURISDICTION OVER THIS PROJECT. INFORMATION REGARDING SOIL CLASSIFICATIONS, ESTIMATED RUNOFF AND DETAILED COMPUTATIONS FOR THE MANAGEMENT OF STORMWATER RUNOFF ARE CONTAINED IN THE PROJECT DESIGN NARRATIVE, WHICH IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS PLAN.

2. CONTROLS

THE PLAN ADDRESSES VARIOUS CONTROLS THAT MUST BE IMPLEMENTED FOR EACH OF THE MAJOR CONSTRUCTION ACTIVITIES DESCRIBED ABOVE. FOR EACH OF THE CONTROLS DESCRIBED BELOW, THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR ITS IMPLEMENTATION. EACH CONTRACTOR HAS SIGNED THIS PLAN ACKNOWLEDGING RESPONSIBILITY FOR THE IMPLEMENTATION AND ONGOING MAINTENANCE OF THIS PLAN.

- A. SOIL EROSION AND SEDIMENT CONTROLS:

1. STABILIZATION PRACTICES: EXISTING VEGETATION SHOULD BE PRESERVED AS LONG AS POSSIBLE. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS POSSIBLE. STABILIZATION MEASURES SHALL BE IMPLEMENTED AS SOON AS PRACTICAL IN PORTIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE LONGER THAN 14 DAYS IN AREAS WHERE CONSTRUCTION ACTIVITY WILL NOT RESUME FOR 21 DAYS OR MORE. WHERE SNOW COVER PRECLUDES STABILIZATION ACTIVITIES OR OTHER CONDITIONS PREVENT IMPLEMENTATION, STABILIZATION MEASURES SHALL BE IMPLEMENTED AS SOON AS CONDITIONS PERMIT.

THE FOLLOWING INTERIM AND PERMANENT STABILIZATION PRACTICES, AS A MINIMUM, SHALL BE EMPLOYED TO STABILIZE DISTURBED AREAS: PERMANENT SEEDING, VEGETATIVE FILTERS, STABILIZED CONSTRUCTION ENTRANCES, AND BARRIER FILTERS.

2. STRUCTURAL PRACTICES: THE FOLLOWING STRUCTURAL PRACTICES SHALL BE IMPLEMENTED TO THE EXTENT POSSIBLE TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM THE EXPOSED: STORM SEWER, STORM WATER CONVEYANCE CHANNELS AND PERMANENT SEEDING.

- B. STORM WATER MANAGEMENT

1. THE FOLLOWING MEASURES WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORM WATER DISCHARGE THAT MAY OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. THE INSTALLATION OF SOME OF THESE DEVICES MAY BE SUBJECT TO THE PROVISIONS OF SECTION 404 OF THE CLEAN WATER ACT. THE PRACTICES BEING IMPLEMENTED BY THIS PLAN WERE SELECTED ON THE BASIS OF THE TECHNICAL GUIDANCE CONTAINED IN THE IEPA'S STANDARD SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AS WELL AS OTHER DOCUMENTS AND ORDINANCES LISTED IN THE SPECIFICATIONS.

THE STORM WATER POLLUTANTS CONTROL MEASURES INCLUDE: SILT FILTER FENCE, BARRIER FILTERS, AND STORM SEWER SYSTEMS.

2. VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNELS, AS NECESSARY, TO ASSURE A NON-EROSIVE VELOCITY FLOW FROM ANY STRUCTURE TO A WATERCOURSE SO THAT THE NATURAL, PHYSICAL, AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS OF THE WATERCOURSE ARE MAINTAINED AND PROTECTED.

STORM WATER MANAGEMENT CONTROL INCLUDES: RIP-RAP FOR OUTLET PROTECTION AND DITCH/CHANNEL CHECK SYSTEMS.

- C. OTHER CONTROLS

1. WASTE DISPOSAL: SOLID WASTE MATERIALS INCLUDING TRASH, CONSTRUCTION DEBRIS, EXCESS CONSTRUCTION MATERIALS, MACHINERY, TOOLS AND OTHER ITEMS SHALL BE COLLECTED AND DISPOSED OFF-SITE BY THE CONTRACTOR IN AN APPROVED MANNER. THE CONTRACTOR IS RESPONSIBLE TO ACQUIRE ANY PERMIT REQUIRED FOR SUCH DISPOSAL. BURNING ON THE SITE WILL NOT BE PERMITTED. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED INTO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY APPROPRIATE PERMITS. THIS PLAN SHALL COMPLY WITH ALL APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER AND/OR SEPTIC SYSTEM REGULATIONS.

2. SANITARY WASTE SHALL BE COLLECTED FROM PORTABLE TOILETS PROVIDED BY THE CONTRACTOR A MINIMUM OF TWO TIMES PER WEEK TO AVOID OVERFLOWING AND MAINTAIN SANITARY CONDITIONS AROUND THE UNIT.

3. ALL PETROLEUM PRODUCTS STORED ON-SITE SHALL BE STORED IN APPROVED CONTAINERS. ALL FUELING SOURCES SHALL HAVE SPILL KITS IMMEDIATELY AVAILABLE.

4. CONCRETE TRUCKS SHALL NOT BE PERMITTED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE FOR SPECIFIC AREAS FOR THE CONSTRUCTION SITE. THE CONTRACTOR AND PROVIDED WITH ADEQUATE FILTRATION BASINS AND OTHER FACILITIES TO ASSURE THAT DISCHARGE IS CONTAINED AND CLEANED BEFORE ENTERING THE SITE STORM WATER SYSTEM.

5. DE-WATERING OF EXCAVATIONS AND OTHER SPACES, USING PUMPS OR PUMPS, AND ALL DISCHARGES OF WATER CONTAMINATED WITH SILT OR SEDIMENT SHALL BE MOVED TO A PORTABLE OR PERMANENT SEDIMENT BASIN TO ASSURE ALL SUSPENDED SOLIDS ARE REMOVED PRIOR TO FLOWS LEAVING THE CONSTRUCTION SITE.

- B. APPROVED STATE OR LOCAL PLANS.

THE MANAGEMENT PRACTICES, CONTROLS, AND OTHER PROVISIONS CONTAINED IN THIS PLAN ARE AT LEAST AS PROTECTIVE AS THE REQUIREMENTS CONTAINED IN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, CURRENT EDITION, ILLINOIS PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION PLAN, AND ANY GOVERNING LOCAL ORDINANCES. REQUIREMENTS SPECIFIED IN SEDIMENT AND EROSION CONTROL SITE PLANS, SITE PERMITS, STORM WATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY LOCAL OFFICIALS THAT ARE APPLICABLE TO PROTECTING SURFACE WATER RESOURCES ARE, UPON SUBMITTAL OF AN NOI TO BE AUTHORIZED TO DISCHARGE UNDER THIS PERMIT, INCORPORATED BY REFERENCE AND ARE ENFORCEABLE UNDER THIS PERMIT EVEN IF THEY ARE NOT SPECIFICALLY INCLUDED IN THE PLAN.

3. MAINTENANCE

THE FOLLOWING PROCEDURES SHALL BE USED TO MAINTAIN, IN GOOD CONDITION, VEGETATION, EROSION AND SEDIMENTATION CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN AND THE STANDARD SPECIFICATION.

- a. STABILIZED CONSTRUCTION ENTRANCE: THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. THIS WILL BE DONE BY TOP DRESSING WITH ADDITIONAL STONES, REMOVE AND REPLACE TOP LAYER OF STONES OR WASHING THE ENTRANCE. ADJACENT PUBLIC STREETS SHALL BE SWEEP FREQUENTLY, IF NOT DAILY, TO ELIMINATE DUST AND SEDIMENTS.
- b. VEGETATIVE EROSION CONTROL MEASURES: THE VEGETATIVE GROWTH OF TEMPORARY AND PERMANENT SEEDING, SODDING, VEGETATIVE CHANNELS, VEGETATIVE FILTER, ETC. SHALL BE MAINTAINED PERIODICALLY AND SUPPLY ADEQUATE WATERING AND FERTILIZER. THE VEGETATIVE COVER SHALL BE REMOVED AND RESEDED AS NECESSARY.
- c. INLET FILTERS: THE SEDIMENTS SHALL BE REMOVED WHEN 50 PERCENT OF THE TOTAL ORIGINAL CAPACITY IS OCCUPIED BY THE SEDIMENT.
- d. SILT FILTER FENCE AND STRAW BALE BARRIER FILTERS: ANY DAMAGED AREAS SHALL BE REPAIRED TO MEET THE ORIGINAL DESIGN INTENT OR REMOVED AND REPLACED AS NECESSARY.
- e. RIP-RAP OUTLET PROTECTION: IT SHALL BE INSPECTED AFTER HIGH FLOWS FOR ANY SCOUR BENEATH THE RIP-RAP OR FOR STONES THAT HAVE BEEN DISLOOSED. IT SHALL BE REPAIRED IMMEDIATELY.

4. INSPECTIONS

UNLESS OTHERWISE DIRECTED BY THE OWNER, THE CONTRACTOR, OR CONTRACTOR'S REPRESENTATIVE SHALL PROVIDE QUALIFIED PERSONNEL TO INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE WHICH HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE. SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL.

- A. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS AND ADJACENT PROPERTIES. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.

- B. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN SECTION 1 ABOVE AND POLLUTION PREVENTION MEASURES IDENTIFIED IN SECTION 2 ABOVE SHALL BE REVISED APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. ANY CHANGES TO THIS PLAN RESULTING FROM THE REQUIRED INSPECTIONS SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

- C. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THIS PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH SECTION 4.B SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST THREE (3) YEARS AFTER THE DATE OF THE INSPECTION. THE REPORT SHALL BE SIGNED BY THE CONTRACTORS DESIGNATED "QUALIFIED INDIVIDUAL" AND COPIES FORWARDED TO THE ENGINEER AND OWNER.

- D. IF ANY VIOLATION OF THE PROVISIONS OF THIS PLAN IS IDENTIFIED DURING THE CONDUCT OF THE CONSTRUCTION WORK COVERED BY THIS PLAN, THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL COMPLETE AND FILE AN "INCIDENCE OF NONCOMPLIANCE" (ION) FORM FOR THE IDENTIFIED VIOLATION. THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL USE FORMS PROVIDED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND SHALL INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF NONCOMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NONCOMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NONCOMPLIANCE. ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY A RESPONSIBLE AUTHORITY IN ACCORDANCE WITH THE GENERAL PERMIT. THE REPORT SHALL BE MAILED TO THE FOLLOWING ADDRESS, WITH COPIES SENT TO THE OWNER AND ENGINEER: IEPA - DIVISION OF WATER POLLUTION CONTROL COMPLIANCE ASSURANCE SECTION POST OFFICE BOX 19276 SPRINGFIELD, IL 62794-9276

5. NON-STORM WATER DISCHARGES

EXCEPT FOR FLOWS FROM FIRE-FIGHTING ACTIVITIES, SOURCES OF NON-STORM WATER THAT MAY BE COMBINED WITH STORM WATER DISCHARGES ASSOCIATED WITH THE ACTIVITY DESCRIBED IN THIS PLAN ARE AS FOLLOWS:

- A. WATER MAIN FLUSHING
B. FIRE HYDRANT FLUSHING
C. WATERING FOR DUST CONTROL
D. IRRIGATION DRAINAGE FOR VEGETATIVE GROWTH FOR SEEDING, ETC.
E. UNCONTAMINATED GROUNDWATER (FROM DE-WATERING ACTIVITIES)

THE POLLUTION MEASURES SPECIFIED IN THE PLAN SHALL BE IMPLEMENTED FOR NON-STORM WATER COMPONENTS OF THE DISCHARGE EXCEPT THAT EROSION DUE TO IRRIGATION OF SEEDING SHALL BE CONSIDERED MINOR.

6. GENERAL NOTES

- A. ALL ACCESS TO AND FROM THE CONSTRUCTION SITE IS TO BE RESTRICTED TO THE CONSTRUCTION ENTRANCE.
- B. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE EFFECTIVE PERFORMANCE OF THEIR INTENDED FUNCTION.
- C. MAJOR AMENDMENTS OF THE SITE DEVELOPMENT OR EROSION AND SEDIMENTATION CONTROL PLANS SHALL BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO BE APPROVED IN THE SAME MANNER AS THE ORIGINAL PLANS.
- D. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING (NOT FLUSHING) BEFORE THE END OF EACH WORKDAY AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL.
- E. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER THE FINAL SITE STABILIZATION IS ACHIEVED WITH PERMANENT SOIL STABILIZATION MEASURES.
- F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 7 CALENDAR DAYS FOLLOWING THE END OF ACTIVE DISTURBANCE OR REDISTURBANCE.
- G. IF DEWATERING DEVICES ARE USED, DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. ALL PUMPED DISCHARGES SHALL BE ROUTED THROUGH APPROPRIATELY DESIGNED SEDIMENT TRAPS OR BASINS.
- H. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO CONTROL WASTE SUCH AS BUILDING MATERIALS, CONCRETE TRUCK WASHOUT CHEMICALS, LITTER AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.
- I. ALL STORM SEWER FRAMES AND GRATES/UDS SHALL BE MARKED WITH "DUMP NO WASTE" AND "DRAINS TO CREEK".
- J. A NOTICE OF INTENT (NOI) MUST BE SUBMITTED TO THE NPDES PERMITTING AUTHORITY AND POSTMARKED AT LEAST 30 DAYS BEFORE COMMENCEMENT OF ANY WORK ON-SITE FOR ALL CONSTRUCTION SITES OVER ONE ACRE. INCLUDED IN THE NOI SHALL BE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), WHICH INCLUDES THE APPROPRIATE BMP'S TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.
- K. AN INCIDENT OF NON-COMPLIANCE (ION) MUST BE COMPLETED AND SUBMITTED TO THE IEPA IF, AT ANY TIME, AN EROSION OR SEDIMENT CONTROL DEVICE FAILS.
- L. A NOTICE OF TERMINATION (NOT) MUST BE COMPLETED AND SUBMITTED TO THE IEPA WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% ESTABLISHMENT OF VEGETATION.
- M. DETAIL CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 107.36 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. APPROPRIATE MEASURES INCLUDE SPRINKLING/IRRIGATION, VEGETATIVE COVER, OR MULCH.

7. SITE SPECIFIC INFORMATION

SITE AREA = 10.31 ACRES
DISTURBED AREA = 2.87 ACRES
RECEIVING WATERS = AUX SABLE CREEK

8. SEQUENCE OF EVENTS AND ESTIMATED CONSTRUCTION SCHEDULE:

| | |
|--------------------------------------|-------------|
| 1. INSTALL TEMPORARY EROSION CONTROL | SUMMER 2024 |
| 2. EARTH EXCAVATION/ROUGH GRADING | SUMMER 2024 |
| 3. INSTALL CURB AND AGGREGATE BASE | SUMMER 2024 |
| 4. PAVING | FALL 2024 |
| 5. SEEDING & LANDSCAPING | FALL 2024 |
| 6. 70% ESTABLISHMENT OF VEGETATION | SPRING 2025 |
| 6. REMOVE TEMPORARY EROSION CONTROL | SPRING 2025 |

ESTIMATED SCHEDULE SHOWN FOR REFERENCE ONLY. ACTUAL DATES WILL BE DETERMINED BY CONTRACTOR BASED UPON MULTIPLE FACTORS. ESTIMATED THAT CLEARED AREAS MAY BE EXPOSED FOR APPROXIMATELY 45 DAYS.

9. LONG TERM (POST CONSTRUCTION) MAINTENANCE

COMPONENTS OF THE STORMWATER MANAGEMENT FACILITIES, STORMWATER COLLECTION SYSTEM, AND LANDSCAPED/VEGETATED AREAS SHALL BE INSPECTED PERIODICALLY BETWEEN MARCH AND NOVEMBER, AS NECESSARY, TO ENSURE PERFORMER PERFORMANCE. AT A MINIMUM THE FOLLOWING MEASURES SHALL BE TAKEN TO ENSURE THE SYSTEMS OPERATE AS DESIGNED AND THE DESIGN VOLUME OF ANY DETENTION FACILITIES ARE MAINTAINED:

- A. LITTER AND DEBRIS SHALL BE CONTROLLED THROUGHOUT THE SITE.
- B. LANDSCAPE AREAS SHALL BE MAINTAINED WITH REGULAR MOWING AND RESTORED WITH APPROPRIATE SEEDING/VEGETATION AS NECESSARY.
- C. RIPRAP AREAS SHALL BE REPAIRED WITH THE ADDITION OF NEW RIPRAP, AS NECESSARY, OF SIMILAR SIZE AND SHAPE.
- D. INSPECT ANY SIDE SLOPE EMBANKMENTS IN DETENTION BASIN OR ALONG FLOW ROUTE FOR SETTLEMENT AND EROSION AND REPAIR AS NECESSARY.
- E. ENSURE NO OBSTRUCTIONS ARE BLOCKING THE EMERGENCY OVERFLOW WEIR.
- F. INSPECT THE RESTRICTOR MANHOLE TO ENSURE SEDIMENT OR DEBRIS IS NOT BLOCKING RESTRICTORS AND OUTLET PIPES.
- G. INSPECT ALL DETENTION AND VOLUME CONTROL FACILITIES TO ENSURE THE CONSTRUCTED VOLUME IS MAINTAINED. NO SEDIMENT, TOPSOIL, OR OTHER DUMPING INTO THE FACILITY SHALL BE ALLOWED. ANY ACCUMULATED SEDIMENT SHALL BE DREDGED AS NECESSARY TO RESTORE THE REQUIRED STORAGE VOLUME.
- H. INSPECT STORM INLETS/CATCH BASINS/MANHOLE/CULVERTS FOR ACCUMULATED SEDIMENT AND REMOVE SEDIMENT AS NECESSARY.
- I. REMOVE ACCUMULATED LEAVES AND OTHER DEBRIS FROM STORM SEWER INLET GRATES, AS NECESSARY.
- J. NATIVE PLANTING AREAS OR STORM WATER SEED MIX AREAS SHALL BE MAINTAINED PER THE APPROVED PLANTING PLAN.

SOIL PROTECTION CHART

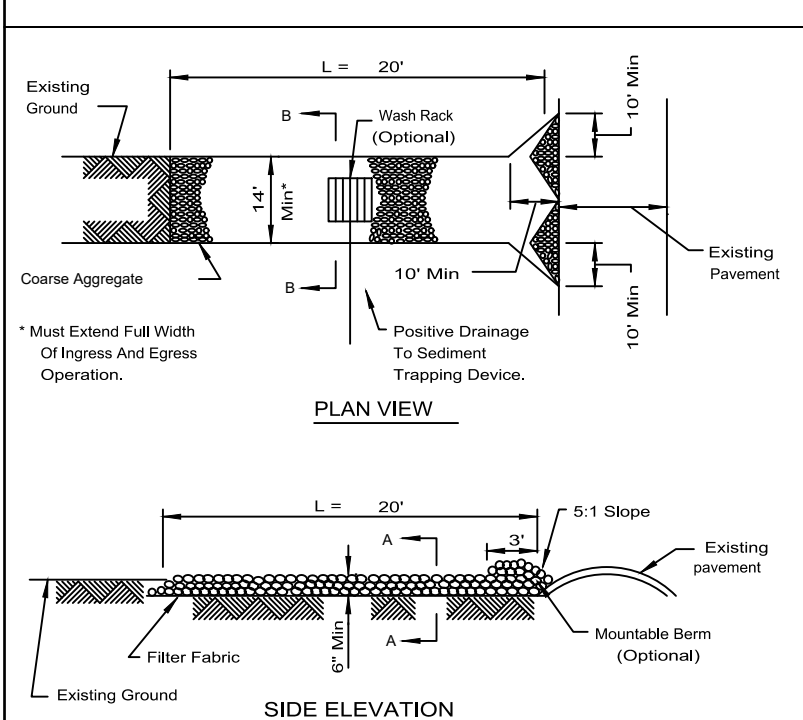
| STABILIZATION TYPE | JAN. | FEB. | MAR. | APR. | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. |
|--------------------|------|------|------|------|-----|------|------|------|-------|------|------|------|
| PERMANENT SEEDING | | | A | | | | | | | | | |
| DORMANT SEEDING | B | | | | | | | | | | B | |
| TEMPORARY SEEDING | | C | | | | | D | | | | | |
| SODDING | | E | | | | | | | | | | |
| MULCHING | F | | | | | | | | | | | |

- A. KENTUCKY BLUEGRASS 80 LBS/ACRE
MIXED W/ PERENNIAL RYE GRASS 30 LBS/ACRE
- B. KENTUCKY BLUEGRASS 135 LBS/ACRE
MIXED W/ PERENNIAL RYE GRASS
45 LBS/ACRE + 2 TONS STRAW MULCH/ACRE
- C. SPRING OATS 100 LBS/ACRE

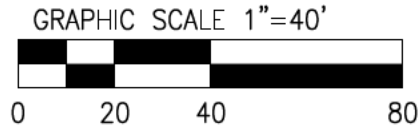
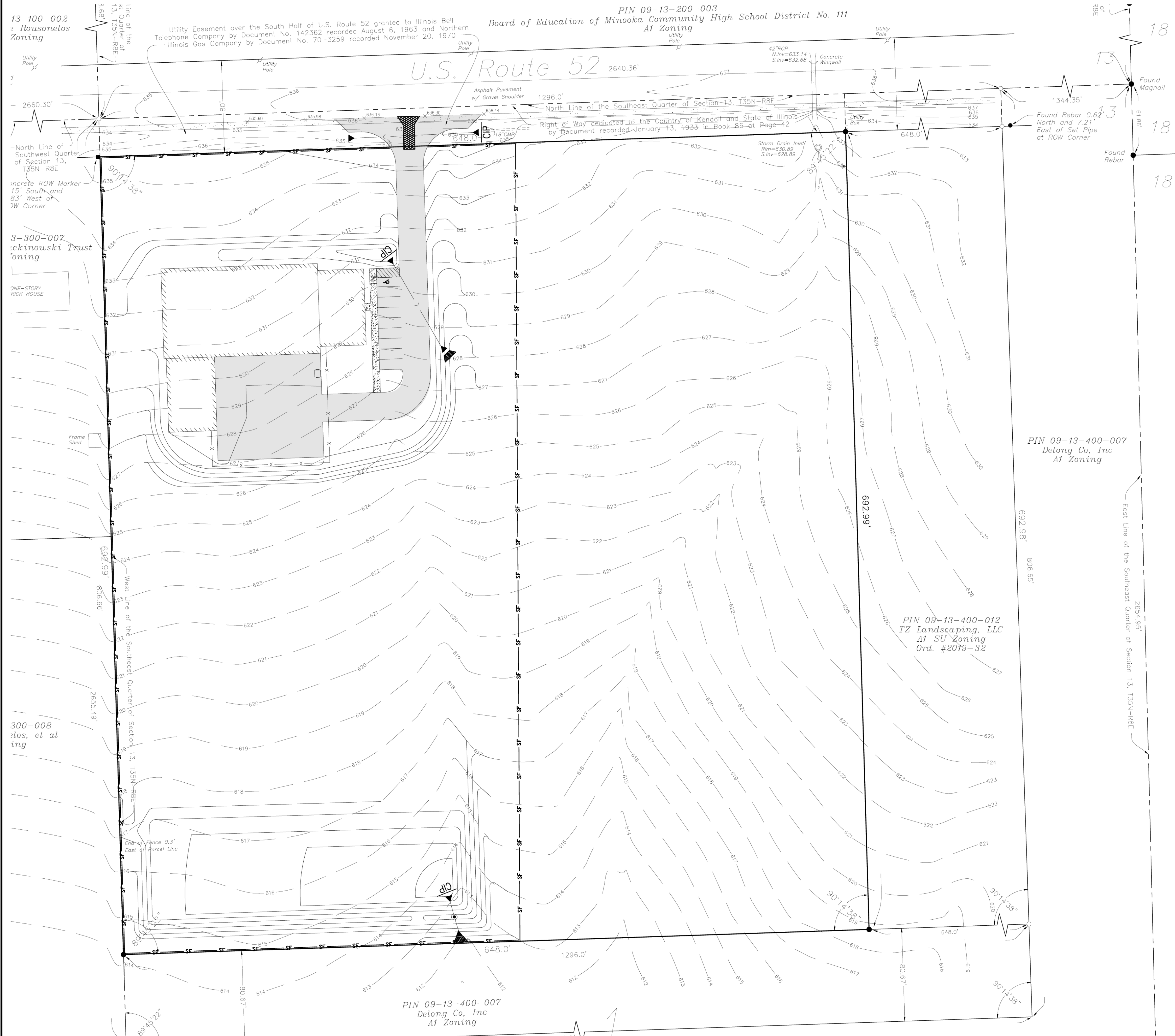
- D. WHEAT OR CEREAL RYE 150 LBS/ACRE
E. SOD
- F. STRAW MULCH 2 TONS/ACRE
** IRRIGATION NEEDED DURING JUNE AND JULY.
*** MOW LAINS AS NECESSARY.

| PIPE DIAMETER D (IN) | IDOT ROCK GRADATION N | APRON WIDTH, W1(FT) 3D | APRON WIDTH, W2(FT) 3D+L | APRON LENGTH, L(FT) | DEPTH OF RIP RAP Y (IN) |
|----------------------|-----------------------|------------------------|--------------------------|---------------------|-------------------------|
| 12 | RR3 | 3.00 | 13.00 | 10 | 15 |
| 15 | RR3 | 3.75 | 15.75 | 12 | 15 |
| 18 | RR3 | 4.50 | 18.50 | 14 | 15 |
| 21 | RR3 | 5.25 | 20.25 | 15 | 15 |
| 24 | RR3 | 6.00 | 22.00 | 16 | 15 |
| 27 | RR3 | 6.75 | 23.75 | 17 | 15 |
| 30 | RR3 | 7.50 | 25.50 | 18 | 15 |
| 36 | RR4 | 9.00 | 29.00 | 20 | 20 |
| 42 | RR4 | 10.50 | 32.50 | 22 | 20 |
| 48 | RR4 | 12.00 | 36.00 | 24 | 20 |
| 54 | RR5 | 13.50 | 41.50 | 28 | 28 |
| 60 | RR5 | 15.00 | 47.00 | 32 | 28 |
| 72 | RR6 | 18.00 | 58.00 | 40 | 32 |

STABILIZED CONSTRUCTION ENTRANCE PLAN



NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class 1, or and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation: C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-24, C-25, C-26, C-27, C-28, C-29, C-30, C-31, C-32, C-33, C-34, C-35, C-36, C-37, C-38, C-39, C-40, C-41, C-42, C-43, C-44, C-45, C-46, C-47, C-48, C-49, C-50, C-51, C-52, C-53, C-54, C-55, C-56, C-57, C-58, C-59, C-60, C-61, C-62, C-63, C-64, C-65, C-66, C-67, C-68, C-69, C-70, C-71, C-72, C-73, C-74, C-75, C-76, C-77, C-78, C-79, C-80, C-81, C-82, C-83, C-84, C-85, C-86, C-87, C-88, C-89, C-90, C-91, C-92, C-93, C-94, C-95, C-96, C-97, C-98, C-99, C-100, C-101, C-102, C-103, C-104, C-105, C-106, C-107, C-108, C-109, C-110, C-111, C-112, C-113, C-114, C-115, C-116, C-117, C-118, C-119, C-120, C-121, C-122, C-123, C-124, C-125, C-126, C-127, C-128, C-129, C-130, C-131, C-132, C-133, C-134, C-135, C-136, C-137, C-138, C-139, C-140, C-141, C-142, C-143, C-144, C-145, C-146, C-147, C-148, C-149, C-150, C-151, C-152, C-153, C-154, C-155, C-156, C-157, C-158, C-159, C-160, C-161, C-162, C-163, C-164, C-165, C-166, C-167, C-168, C-169, C-170, C-171, C-172, C-173, C-174, C-175, C-176, C-177, C-178, C-179, C-180, C-181, C-182, C-183, C-184, C-185, C-186, C-187, C-188, C-189, C-190, C-191, C-192, C-193, C-194, C-195, C-196, C-197, C-198, C-199, C-200, C-201, C-202, C-203, C-204, C-205, C-206, C-207, C-208, C-209, C-210, C-211, C-212, C-213, C-214, C-215, C-216, C-217, C-218, C-219, C-220, C-221, C-222, C-223, C-224, C-225, C-226, C-227, C-228, C-229, C-230, C-231, C-232, C-233, C-234, C-235, C-236, C-237, C-238, C-239, C-240, C-241, C-242, C-243, C-244, C-245, C-246, C-247, C-248, C-249, C-250, C-251, C-252, C-253, C-254, C-255, C-256, C-257, C-258, C-259, C-260, C-261, C-262, C-263, C-264, C-265, C-266, C-267, C-268, C-269, C-270, C-271, C-272, C-273, C-274, C-275, C-276, C-277, C-278, C-279, C-280, C-281, C-282, C-283, C-284, C-285, C-286, C-287, C-288, C-289, C-290, C-291, C-292, C-293, C-294, C-295, C-296, C-297, C-298, C-299, C-300, C-301, C-302, C-303, C-304, C-305, C-306, C-307, C-308, C-309, C-310, C-311, C-312, C-313, C-314, C-315, C-316, C-317, C-318, C-319, C-320, C-321, C-322, C-323, C-324, C-325, C-326, C-327, C-328, C-329, C-330, C-331, C-332, C-333, C-334, C-335, C-336, C-337, C-338, C-339, C-340, C-341, C-342, C-343, C-344, C-345, C-346, C-347, C-348, C-349, C-350, C-351, C-352, C-353, C-354, C-355, C-356, C-357, C-358, C-359, C-360, C-361, C-362, C-363, C-364, C-365, C-366, C-367, C-368, C-369, C-370, C-371, C-372, C-373, C-374, C-375, C-376, C-377, C-378, C-379, C-380, C-381, C-382, C-383, C-384, C-385, C-386, C-387, C-388, C-389, C-390, C-391, C-392, C-393, C-394, C-395, C-396, C-397, C-398, C-399, C-400, C-401, C-402, C-403, C-404, C-405, C-406, C-407, C-408, C-409, C-410, C-411, C-412, C-413, C-414, C-415, C-416, C-417, C-418, C-419, C-420, C-421, C-422, C-423, C-424, C-425, C-426, C-427, C-428, C-429, C-430, C-431, C-432, C-433, C-434, C-435, C-436, C-437, C-438, C-439, C-440, C-441, C-442, C-443, C-444, C-445, C-446, C-447, C-448, C-449, C-450, C-451, C-452, C-453, C-454, C-455, C-456, C-457, C-458, C-459, C-460, C-461, C-462, C-463, C-464, C-465, C-466, C-467, C-468, C-469, C-470, C-471, C-472, C-473, C-474, C-475, C-476, C-477, C-478, C-479, C-480, C-481, C-482, C-483, C-484, C-485, C-486, C-487, C-488, C-489, C-490, C-491, C-492, C-493, C-494, C-495, C-496, C-497, C-498, C-499, C-500, C-501, C-502, C-503, C-504, C-505, C-506, C-507, C-508, C-509, C-510, C-511, C-512, C-513, C-514, C-515, C-516, C-517, C-518, C-519, C-520, C-521, C-522, C-523, C-524, C-525, C-526, C-527, C-528, C-529, C-530, C-531, C-532, C-533, C-534, C-535, C-536, C-537, C-538, C-539, C-540, C-541, C-542, C-543, C-544, C-545, C-546, C-547, C-548, C-549, C-550, C-551, C-552, C-553, C-554, C-555, C-556, C-557, C-558, C-559, C-560, C-561, C-562, C-563, C-564, C-565, C-566, C-567, C-568, C-569, C-570, C-571, C-572, C-573, C-574, C-575, C-576, C-577, C-578, C-579, C-580, C-581, C-582, C-583, C-584, C-585, C-586, C-587, C-588, C-589, C-590, C-591, C-592, C-593, C-594, C-595, C-596, C-597, C-598, C-599, C-600, C-601, C-602, C-603, C-604, C-605, C-606, C-607, C-608, C-609, C-610, C-611, C-612, C-613, C-614, C-615, C-616, C-617, C-618, C-619, C-620, C-621, C-622, C-623, C-624, C-625, C-626, C-627, C-628, C-629, C-630, C-631, C-632, C-633, C-634, C-635, C-636, C-637, C-638, C-639, C-640, C-641, C-642, C-643, C-644, C-645, C-646, C-647, C-648, C-649, C-650, C-651, C-652, C-653, C-654, C-655, C-656, C-657, C-658, C-659, C-660, C-661, C-662, C-663, C-664, C-665, C-666, C-667, C-668, C-669, C-670, C-671, C-672, C-673, C-674, C-675, C-676, C-677, C-678, C-679, C-6



- LEGEND
- INLET PROTECTION
 - STABILIZED CONSTRUCTION ENTRANCE
 - SILT FENCING
 - CULVERT INLET PROTECTION - SILT FENCE
 - PIPE OUTLET TO FLAT AREA
 - ROCK CHECK DAM - RIPRAP
 - DITCH CHECK - COIR LOG

- NOTES:
- APPROPRIATE EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN PROPER SITE DRAINAGE DURING CONSTRUCTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL AND MAINTAINING ADJACENT ROADWAYS TO BE CLEAN AND FREE OF DIRT AND DEBRIS AT ALL TIMES.
 - CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE, INSPECTION, AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES.
 - REFER TO THE STORMWATER POLLUTION PREVENTION PLAN FOR DETAILS AND ADDITIONAL INFORMATION.
 - LOCATION OF TEMPORARY CONCRETE WASHOUT FACILITY, IF NECESSARY, TO BE DETERMINED BY CONTRACTOR PER DETAIL ON STORMWATER POLLUTION PREVENTION PLAN.
 - LOCATION OF TEMPORARY TOPSOIL OR MATERIAL STOCKPILE, IF NECESSARY, TO BE DETERMINED BY CONTRACTOR. SILT FENCING TO BE PROVIDED AROUND PERIMETER OF ANY STOCKPILES. SEE DETAIL.
 - UNLESS OTHERWISE DIRECTED BY THE CLIENT, CONTRACTOR SHALL COORDINATE WITH OWNER/DEVELOPER REGARDING INSPECTIONS AND RECORD KEEPING REQUIRED AS PART OF THE NPDES PERMIT FOR RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

EROSION CERTIFICATE

THIS EROSION CONTROL PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLETES WITH THE URBAN SOIL EROSION CONTROL AND STANDARDS IN ILLINOIS MANUAL (LATEST EDITION) AND THE NATIONALLY RECOGNIZED METHODS IN USE IN THE AREA.

THOMAS CARRELL, P.E.
ILLINOIS P.E. NO. [REDACTED]
EXPIRES 11-30-2025

7-19-2024
DATE

| NO. | DATE | REVISION |
|-----|---------|--------------------|
| 1 | 7/23/24 | INITIAL SUBMITTAL |
| 2 | 7/29/24 | COUNTY REVIEW |
| 3 | 8/12/24 | RELOCATE TRASH BIN |

FILOTTO ROOFING
U.S. ROUTE 52
MINOOKA, IL

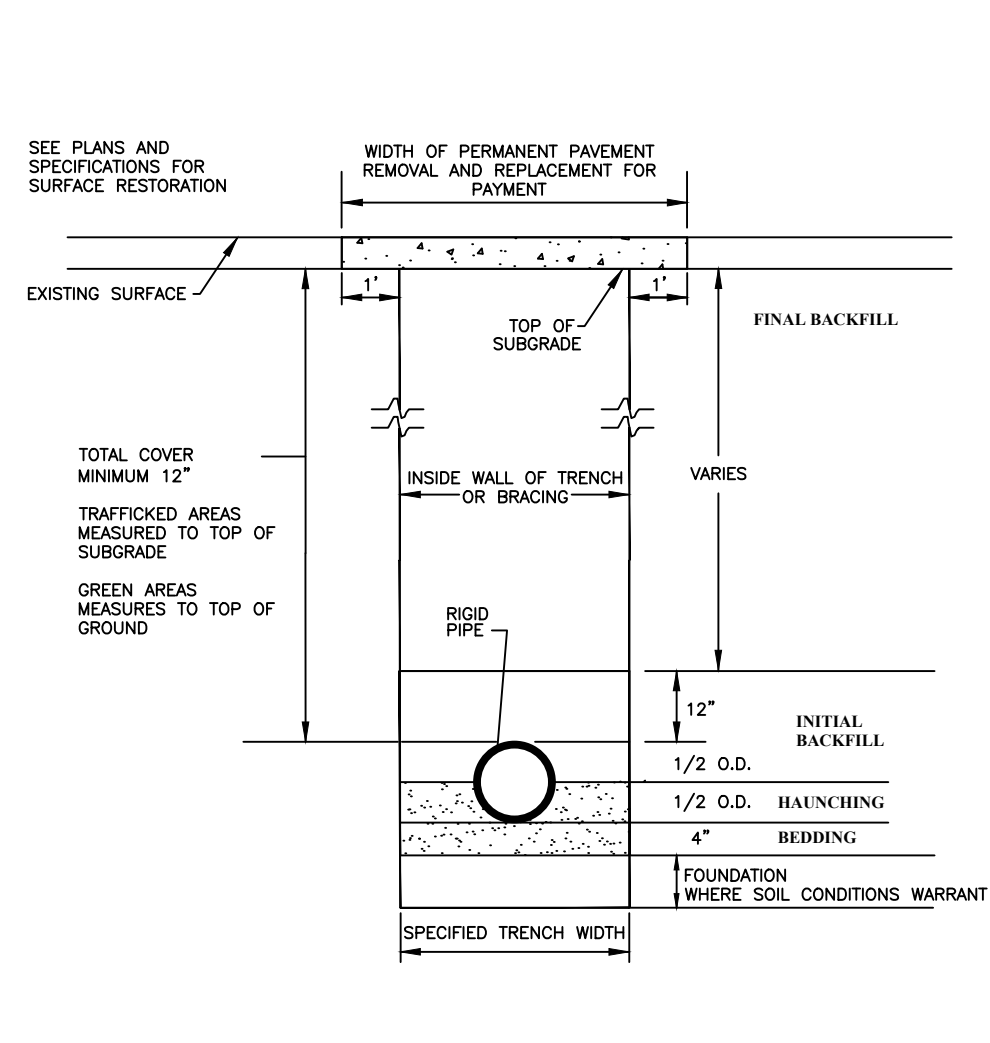
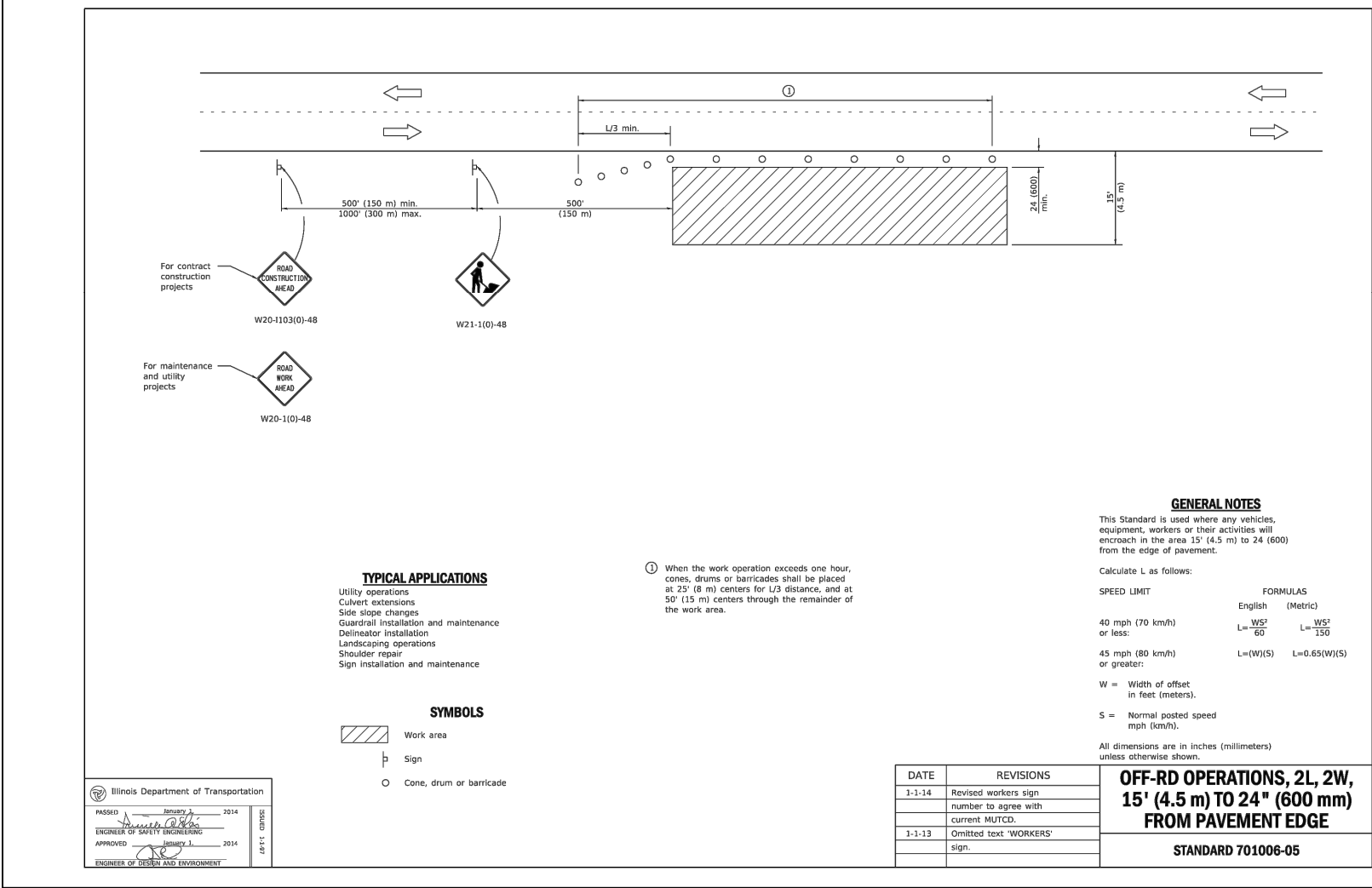
EROSION CONTROL PLAN

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

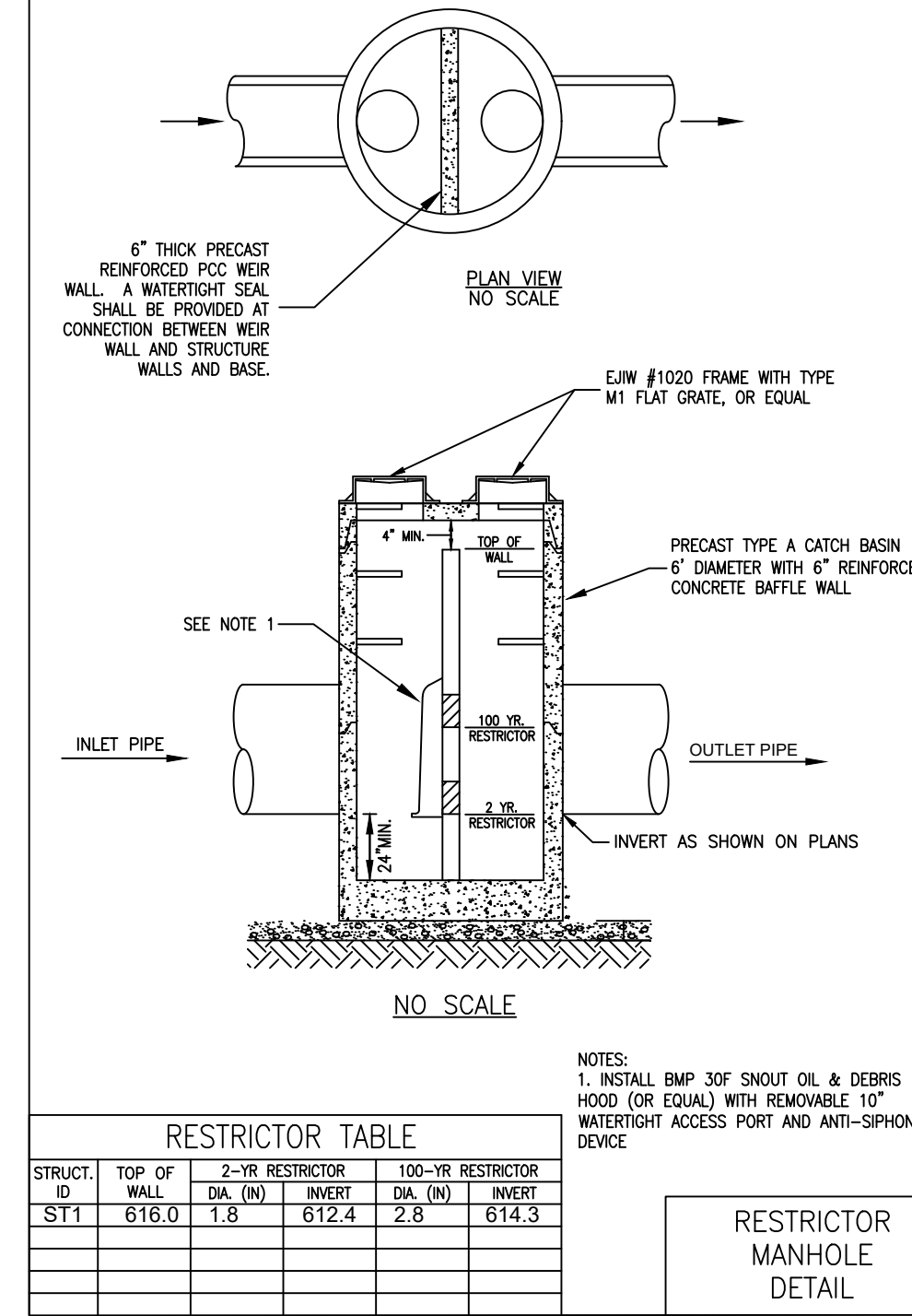
1207 CEDARWOOD DRIVE
CREST HILL, ILLINOIS 60403
815/730-1010

PROJECT NO. 21641
DATE: 5.30.24
DRAWN BY: TJC
CHECKED BY: CP

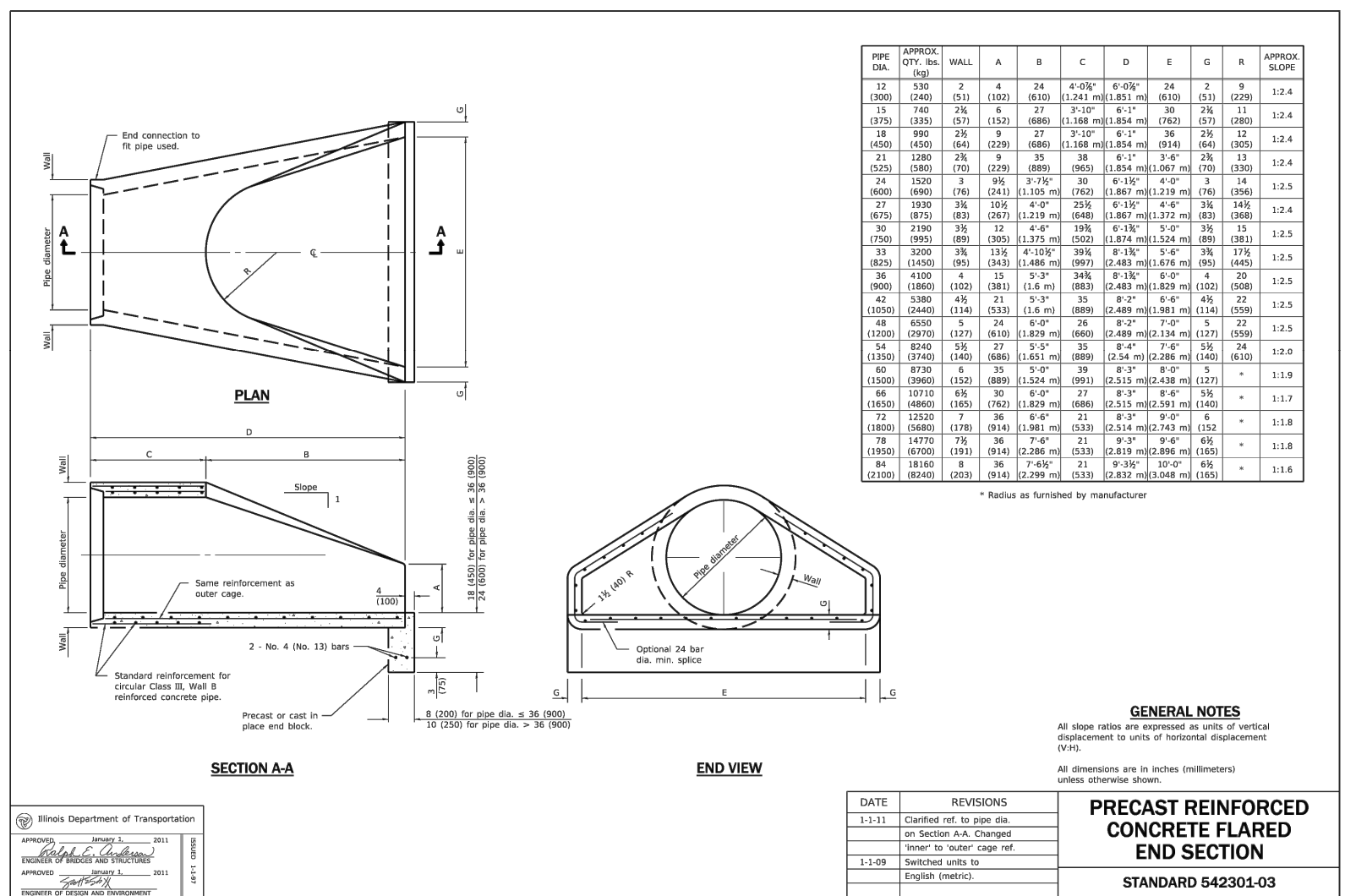
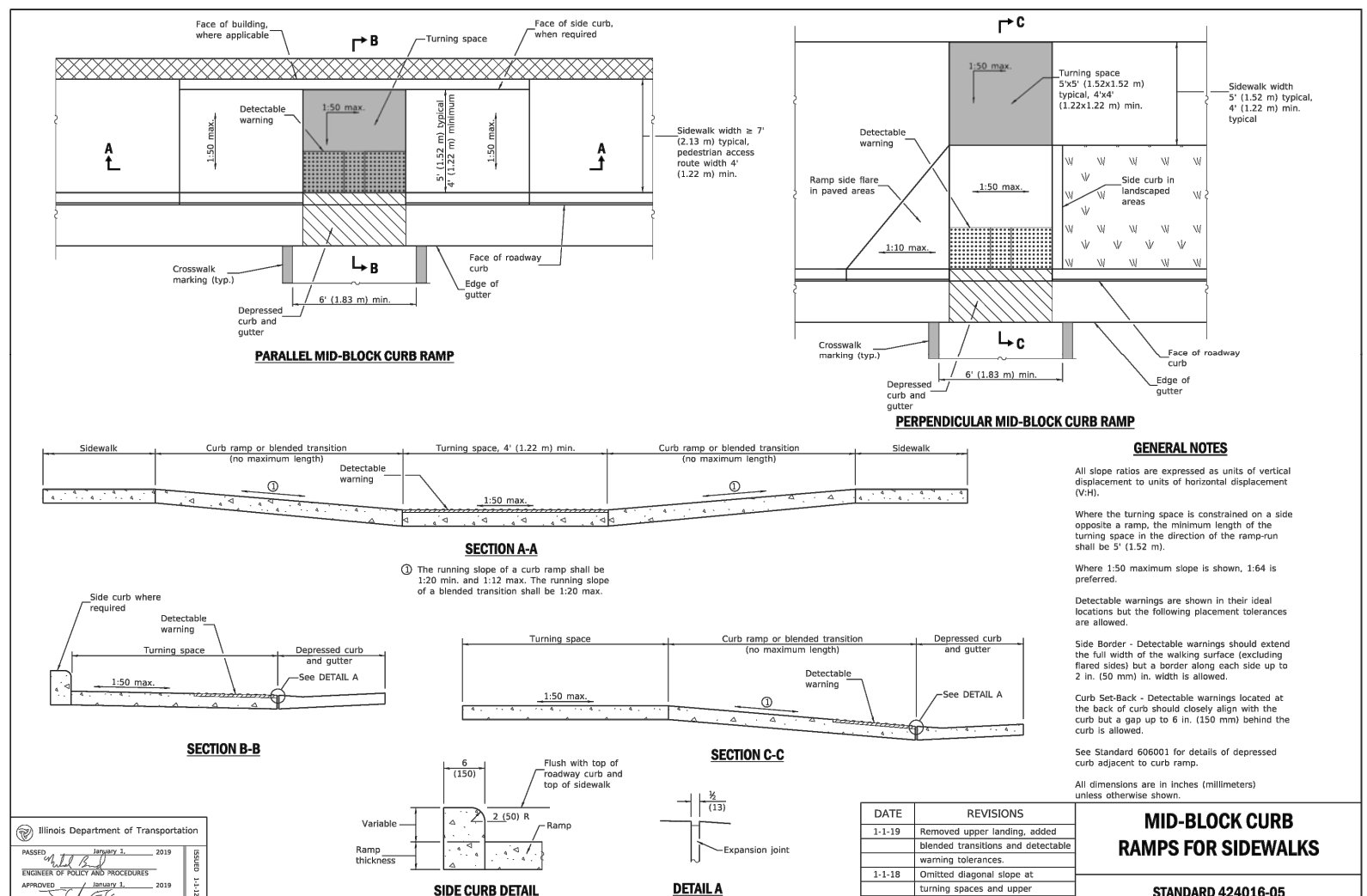
SHEET NO.
6



SELECT GRANULAR TRENCH BACKFILL SHALL BE REQUIRED FOR ALL TRENCHES CONSTRUCTED OR WITHIN TWO FEET HORIZONTALLY OF THE EDGE OF THE PROPOSED ROADWAY, CURB & GUTTER, DRIVEWAYS, OR SIDEWALKS AND AT ALL LOCATIONS SHOWN ON PLANS. BACKFILL GRADATION SHALL BE DOT CA-7



| RESTRICTOR TABLE | | | | | |
|------------------|-------------|---------------------------|-----------------------------|---------------------------|-------|
| STRUCT. ID | TOP OF WALL | 2-YR RESTRICTOR DIA. (IN) | 100-YR RESTRICTOR DIA. (IN) | RESTRICTOR MANHOLE DETAIL | |
| ST1 | 616.0 | 1.8 | 612.4 | 2.8 | 614.3 |
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SEAL/STAMP

| NO. | DATE | REVISION |
|-----|---------|--------------------|
| 1 | 7/23/24 | INITIAL SUBMITTAL |
| 2 | 7/29/24 | COUNTY REVIEW |
| 3 | 8/12/24 | RELOCATE TRASH BIN |

FILOTTO ROOFING
U.S. ROUTE 52
MINOOKA, IL

DETAILS - 1

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21641
DATE: 5.30.24
DRAWN BY: TC
CHECKED BY: CP

SHEET NO.
7

GENERAL SPECIFICATIONS:

1. DEFINITION OF TERMS:
 - A. "CLIENT" SHALL MEAN THE PERSON OR ENTITY WITH WHOM GEOTECH INCORPORATED HAS CONTRACTED WITH TO PREPARE CIVIL ENGINEERING PLANS AND SPECIFICATIONS.
 - B. "ENGINEER" SHALL MEAN GEOTECH INCORPORATED
 - C. "PLANS" SHALL MEAN THE CIVIL ENGINEERING PLANS AND SPECIFICATION PREPARED BY THE ENGINEER.
 - D. "CONTRACTOR" SHALL MEAN ANY ENTITY PERFORMING ANY WORK DESCRIBED IN THE PLANS.
 - E. "JURISDICTIONAL ENTITY" SHALL MEAN ANY MUNICIPAL, COUNTY, STATE, OR FEDERAL UNIT OF GOVERNMENT FROM WHOM AN APPROVAL, PERMIT, AND/OR REVIEW IS REQUIRED FOR ANY ASPECT OF THE PROJECT.
2. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE USE AND RELIANCE OF THE PLANS IS SUFFICIENT CONSIDERATION FOR CONTRACTOR'S COVENANTS STATED HEREIN.
3. NO CONSTRUCTION PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION". PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, THE CONTRACTOR MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT THEIR OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
4. ALL WORK HEREIN PROPOSED SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS OF ANY JURISDICTIONAL ENTITY, AND ALL SUCH PERTINENT LAWS, DIRECTIVES, ORDINANCES AND THE LIKE SHALL BE CONSIDERED TO BE A PART OF THESE PLANS. IF A DISCREPANCY IS NOTED BETWEEN THE PLANS AND REQUIREMENTS OF ANY JURISDICTIONAL ENTITY, THE CLIENT AND/OR CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
5. CONSTRUCTION OF WORK PROPOSED BY THE PLANS SHALL BE COMPLETED IN ACCORDANCE WITH, AND MATERIALS USED SHALL BE IN COMPLIANCE WITH, THE METHODS AND MATERIALS REQUIRED IN THE APPROPRIATE SECTIONS OF THE LATEST EDITIONS OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS AND "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS".
6. WHEN THE PLANS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF EXISTING UNDERGROUND FACILITIES AND UTILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE APPROXIMATE LOCATION AND ELEVATION OF SUCH FACILITIES AND UTILITIES. AT THE LOCATIONS WHEREIN DETAILED POSITIONS OF THESE FACILITIES AND UTILITIES BECOME NECESSARY FOR NEW CONSTRUCTION, INCLUDING ALL POINTS OF CONNECTION, THE CONTRACTOR SHALL FURNISH ALL LABOR AND TOOLS TO VERIFY OR DEFINITELY ESTABLISH THE HORIZONTAL LOCATION, ELEVATION, SIZE, AND MATERIAL OF THE FACILITIES AND UTILITIES. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IF ANY DISCREPANCIES IN EXISTING INFORMATION OR CONFLICTS WITH EXISTING UTILITIES EXIST. ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND FACILITIES AND UTILITIES, NOR THE MANNER IN WHICH THEY ARE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO CONSTRUCTION TO NOTIFY ALL UTILITY COMPANIES OF THE INTENT TO BEGIN CONSTRUCTION AND TO VERIFY THE ACTUAL LOCATION OF ALL SUCH FACILITIES AND UTILITIES. THE CONTRACTOR SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES THE WORKING SCHEDULE FOR REMOVING OR ADJUSTING THESE FACILITIES.
7. THE PLANS HAVE BEEN PREPARED BY THE ENGINEER BASED ON THE ASSUMPTION THAT EXISTING OR MODIFIED SOIL CONDITIONS ARE SUITABLE TO SUPPORT THE PROPOSED IMPROVEMENTS SHOWN. THE CLIENT AND/OR CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF ANY OBSTRUCTIONS OR UNSUITABLE MATERIAL ARE DISCOVERED THAT PREVENTS THE INSTALLATION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS. THE CLIENT, AT THEIR DISCRETION SHALL RETAIN A GEOTECHNICAL ENGINEER, TO ENSURE THE SOIL CONDITIONS ARE SUITABLE TO SUPPORT THE PROPOSED IMPROVEMENTS.
8. DUE TO THE UNCERTAINTY OF SEASONAL GROUND WATER TABLES AND THE GEOPHYSICAL CONDITIONS AFFECTING GROUND WATER MOVEMENT, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE MANAGEMENT OF GROUND WATER ASSOCIATED WITH SUBGRADE CONSTRUCTION, UNDERGROUND UTILITIES, BASEMENTS, OR OTHER SIMILAR FACILITIES CONSTRUCTED BELOW FINISHED GRADE ARE AT THE RISK OF THE CLIENT. CLIENT SHALL COORDINATE WITH CONTRACTOR, ARCHITECT, AND/OR SOILS ENGINEER TO MITIGATE THE POTENTIAL IMPACT OF GROUND WATER ON THE PROPOSED IMPROVEMENTS.
9. TREES NOT SCHEDULED TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE. TREES SHALL NOT BE REMOVED UNLESS REQUESTED BY THE CLIENT.
10. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, EQUIPMENT, AND PERSONNEL NECESSARY TO PROVIDE FOR SAFE AND EFFICIENT TRAFFIC FLOW IN ALL AREAS WHERE WORK WILL INTERRUPT, INTERFERE OR CAUSE TO CHANGE IN ANY FORM THE CONDITIONS OF TRAFFIC FLOW THAT EXISTED PRIOR TO THE START OF WORK. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES.
11. THE CONTRACTOR, HIS AGENTS AN EMPLOYEES, AND ALL EQUIPMENT, MACHINERY AND VEHICLES SHALL CONFINED THEIR WORK WITH THE BOUNDARIES OF THE PROJECT OR WORK AREA. THE CONTRACTOR SHALL BE SOLELY LIABLE FOR DAMAGE CAUSED BY THEIR AGENTS, EMPLOYEES, EQUIPMENT, MACHINERY, AND VEHICLES ON ADJACENT PROPERTIES OR AREAS OUTSIDE DESIGNATED WORK AREAS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO ARRANGE FOR THE RELOCATION OR BRACING OF EXISTING UTILITY POLES. THE WORKING LIMITS OF THE CONTRACT ARE WORK AND COSTS CONNECTED WITH THE RELOCATION OR MAINTENANCE. THERE SHALL BE THE RESPONSIBILITY OF THE CLIENT OR CONTRACTOR.
13. RESTORATION OF DAMAGE TO PUBLIC OR PRIVATE PROPERTY OUTSIDE THE LIMITS OF THE PROJECT SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF THE WORK. AREAS SHALL BE RESTORED AS FAR AS POSSIBLE TO THEIR ORIGINAL CONDITION OR BETTER AND SHALL INCLUDE BUT NOT LIMITED TO: MAINTAINED LAWNS AND RIGHT-OF-WAYS, ROADWAYS, DITCHES, SIDEWALKS, PAVEMENTS, LANDSCAPING, TREES, FENCES, MAILBOXES, SEWERS, WATER MAINS, ETC.
14. CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS RELATING TO THE SAFETY OF PERSONS OR PROPERTY, OR TO THE PROTECTION OF PERSONS OR PROPERTY FROM DAMAGE, INJURY, OR LOSS; AND SHALL ERECT AND MAINTAIN ALL NECESSARY SAFETY DEVICES FOR SUCH SAFETY AND PROTECTION. THE DUTIES OF THE ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF EITHER THE CONTRACTOR'S OR THE GENERAL PUBLIC'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
15. CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF CONSTRUCTION DEBRIS, WASTE MATERIAL, TRASH, OILS, AND OTHER MISCELLANEOUS ITEMS. ADJACENT ROADWAYS SHALL BE KEPT FREE OF MUD AND DEBRIS AT ALL TIMES. UTILITY STRUCTURES AND CURB FLOW LINES SHALL BE CLEANED OF DEBRIS.
16. FOR DISTURBANCES EXCEEDING ONE ACRE, A NOTICE OF INTENT SHALL BE SUBMITTED BY THE ENGINEER TO OBTAIN THE NEPDES PERMIT FOR STORM WATER DISCHARGE FROM CONSTRUCTION SITE DRAINAGE ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ALL INSPECTIONS AND RECORD KEEPING REQUIRED AS PART OF THE NPDES PERMIT.
17. CONTRACTOR SHALL ADJUST ALL STRUCTURES TO EITHER EXISTING OR PROPOSED ELEVATIONS. ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL. ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEViate THE CONTRACTOR FROM A ANY ADDITIONAL ADJUSTMENTS AS REQUIRED DURING FINAL INSPECTION.
18. THE VILLAGE/CITY SHALL BE NOTIFIED WHEN EXISTING FINAL DRAINAGE TILES ARE ENCOUNTERED DURING CONSTRUCTION REGARDLESS OF CONDITION OR FUNCTIONALITY. THE VILLAGE/CITY SHALL HAVE FINAL APPROVAL OF ANY REPAIR, CONNECTION, ABANDONMENT, OR OTHER METHODS FOR MITIGATING EXISTING DRAINAGE TILES ENCOUNTERED ON SITE. CONTRACTOR SHALL KEEP A RECORD OF ALL SIZES AND LOCATIONS OF ENCOUNTERED FINAL DRAINAGE TILES.
19. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.
20. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE ENGINEER AT CONTRACTOR'S COST.
21. ANY EXISTING SIGNS, LIGHT STANDARDS, AND/OR UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR, WHICH SHALL BE CONSIDERED INCIDENTAL. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. ANY SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.
22. ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER AND WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE CLIENT AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.
23. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR'S WORK. CONTRACTOR SHALL HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE WHOSE ACTS THE CONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
24. CONTRACTOR SHALL MAINTAIN COMPREHENSIVE GENERAL LIABILITY INSURANCE, WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE TO PROVIDE PROTECTION FROM CLAIMS WHICH MAY ARISE OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR BY ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE ENGINEER SHALL BE NAMED AS ADDITIONAL INSURED ON THE POLICES.
25. THE ENGINEER SHALL NOT SUPERVISE, DIRECT, OR HAVE CONTROL OVER THE CONTRACTOR'S WORK. NOR SHALL THE ENGINEER HAVE THE AUTHORITY TO ACCEPT THE RESPONSIBILITY FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES SELECTED BY THE CONTRACTOR TO COMPLETE THE WORK. ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL TO THE WORK OF THE CONTRACTOR OR FOR ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH THE LAWS, RULES, REGULATIONS, ORDINANCES, CODES, OR ORDERS APPLICABLE TO THE CONTRACTOR FURNISHING AND PERFORMING THEIR WORK.

DEMOLITION:

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR THE DEMOLITION WORK AND DISPOSAL OF WASTE MATERIAL. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
2. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL, AND DISPOSAL OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, ROAD, PARKING LOTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE DEMOLISHED TO SUITABLE MATERIAL AND BROUGHT TO THE PROPOSED SUB-GRADE ELEVATION WITH SUITABLE COMPACTED MATERIAL.
3. ALL EXISTING UTILITY LINES AND CONDUITS LOCATED UNDER PROPOSED BUILDINGS, ROADWAYS, DRIVES, PAVEMENT AREAS, OR SIDEWALKS SHALL BE REMOVED AND PROPERLY BACKFILLED WITH SUITABLE COMPACTED MATERIAL. ALL EXISTING UTILITY LINES UNDER PROPOSED LANDSCAPE AREAS SHALL BE LEFT IN PLACE AND PLUGGED AT ALL STRUCTURES. ALL EXISTING STRUCTURES SHALL BE REMOVED AND BACKFILLED WITH SUITABLE COMPACTED MATERIAL. CONTRACTOR SHALL COORDINATE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANY.
4. CONTRACTOR SHALL COORDINATE WITH JURISDICTIONAL ENTITY AND UTILITY COMPANIES REGARDING THE REMOVAL OF SERVICE LINES. CONTRACTOR IS RESPONSIBLE FOR ALL FEES AND CHARGES ASSOCIATED WITH DISCONNECTION OF EXISTING SERVICES.
5. REMOVAL AND/OR ABANDONMENT OF ANY WELLS, SEPTIC TANKS AND/OR FIELDS, AND GREASE TRAPS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROPRIATE JURISDICTIONAL ENTITY.
6. CONTRACTOR SHALL DEVELOP AND MAINTAIN A DUST CONTROL PLAN IN ACCORDANCE WITH JURISDICTIONAL ENTITY REQUIREMENTS.
6. CONTRACTOR SHALL COORDINATE WITH JURISDICTIONAL ENTITY AND CLIENT TO ENSURE PROTECTION AND MAINTENANCE OF SANITARY AND WATER UTILITIES AS NECESSARY AND PROVIDE STORM WATER CONVEYANCE UNTIL NEW FACILITIES ARE CONSTRUCTED, TESTED, AND PLACED IN OPERATION.

EARTHWORK:

1. COPIES OF SOIL BORINGS AND REPORTS, IF SUCH BORINGS WERE TAKEN BY THE CLIENT, SHOULD BE MADE AVAILABLE TO CLIENT AND TO THE ENGINEER AND CONTRACTOR. THESE BORINGS ARE PRESENTED FOR WHATEVER PURPOSE THE CONTRACTOR CHOOSES TO MAKE OF THEM. THE ENGINEER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NUMBER, LOCATION, SPACING, OR DEPTH OF BORINGS TAKEN, NOR OF THE ACCURACY OR RELIABILITY OF THE INFORMATION GIVEN IN THE RESULTS THEREOF.
FURTHER, THE ENGINEER DOES NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT DURING CONSTRUCTION, THE SOIL AND GROUNDWATER CONDITIONS MAY BE DIFFERENT THAN INDICATED. NEITHER DOES THE ENGINEER ASSUME RESPONSIBILITY FOR VARIATIONS OF SOIL AND GROUNDWATER AT LOCATIONS BETWEEN BORINGS. THE CONTRACTOR MAY AT THEIR DISCRETION AND COST OBTAIN ITS OWN BORINGS, EXPLORATIONS, AND OBSERVATIONS TO DETERMINE SOIL AND GROUND WATER CONDITIONS.
2. THE SITE SHALL BE CLEARED, GRUBBED, AND TREES AND STUMPS REMOVED WHERE DESIGNATED ON THE PLANS OR SPECIFIED BY THE CLIENT. TREES DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE.
3. UPON COMPLETION OF DEMOLITION AND SITE CLEARING, ALL TOPSOIL, ORGANIC MATERIAL, OR OTHER UNSUITABLE MATERIAL SHALL BE STRIPPED FROM AREAS REQUIRING STRUCTURAL FILL. STRIPPED MATERIAL SHALL BE PLACED IN STOCKPILES IN CLIENT DESIGNATED AREAS FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED AND FILL IN AREAS NOT REQUIRING STRUCTURAL FILL. EXCESS STRIPPED MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.
4. ALL SUITABLE EXCAVATED MATERIALS SHALL BE HAULED, PLACED (MOISTURE CONDITIONED IF NECESSARY) AND COMPACTED IN FILL AREAS. CONTRACTOR SHALL INCLUDE ALL DEWATERING, TEMPORARY DITCHES AND CULVERTS NECESSARY TO COMPLETE THE EXCAVATION AND FILL WORK.
5. EXCAVATION AND PLACEMENT OF SUITABLE FILL MATERIAL SHALL BE WITHIN THE PROJECT LIMITS AND TO THE SUBGRADE ELEVATIONS PROVIDED ON THE PLANS. FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING EIGHT (8) INCHES IN THICKNESS AND THE WATER CONTENT SHALL BE ADJUSTED TO ACHIEVE REQUIRED COMPACTION. IN AREAS REQUIRING STRUCTURAL FILL, FILL MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIAL.
6. COMPACTION OF EXCAVATED MATERIAL AND OTHER SUITABLE MATERIAL SHALL BE AT LEAST 95% OF THE STANDARD PROCTOR DRY DENSITY WITHIN STRUCTURAL FILL AREAS (BUILDING PAD, PAVEMENT, SIDEWALK, ETC.) AND 90% OF THE STANDARD PROCTOR DRY DENSITY FOR NON-STRUCTURAL AREAS (GRASS, LANDSCAPE, YARDS, ETC.).
7. UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL WHICH IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION. IF ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND/OR PROPOSED SUBGRADE ELEVATIONS IT SHALL BE REMOVED AND REPLACED WITH MATERIAL APPROVED BY THE SOILS CONSULTANT. THE DECISION TO REMOVE SAID MATERIAL AND TO WHAT EXTENT SHALL BE MADE BY A SOILS CONSULTANT AND THE CLIENT.
8. THE CLIENT SHALL, AT THEIR DISCRETION, EMPLOY A SOILS CONSULTANT AND TESTING FIRM TO ENSURE THE EXCAVATED AND FILL MATERIALS ARE PROPERLY CONSTRUCTED TO SUPPORT THE PROPOSED IMPROVEMENTS. THE ENGINEER DOES NOT ASSUME ANY RESPONSIBILITY REGARDING THE SUITABILITY OF THE SOIL TO SUPPORT THE PROPOSED IMPROVEMENTS.
9. UPON COMPLETION OF EXCAVATION AND SHAPING OF STORM WATER DETENTION AREAS INTENDED TO MAINTAIN A PERMANENT FLOOD POND, GRANULAR OR SANDY SOILS SHALL BE REMOVED TO A MINIMUM DEPTH OF THREE FEET BELOW THE SUBGRADE AND REPLACED WITH AN IMPERMEABLE CLAY LINER, INCLUDING ADJACENT TO AND UNDER STORM SEWER INLETS AND OUTLETS. IT IS THE INTENT OF THESE PLANS THAT THE CONTRACTOR SHALL PREPARE THE POND BOTTOMS, SIDE SLOPES, AND COMPACTION THEREOF SUCH THAT THE POND WILL MAINTAIN THE PROPOSED NORMAL WATER LEVELS.
10. THE CONTRACTOR SHALL:
 - A. MAINTAIN POSITIVE SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
 - B. SPREAD AND COMPACT UNIFORM ALL EXCESS TRENCH SPOLS AFTER COMPLETION OF THE UNDERGROUND UTILITIES.
 - C. SCARIFY AND COMPACT THE UPPER TWELVE (12) INCHES OF THE SUITABLE SUBGRADE MATERIAL IN ALL AREAS (EXCAVATED AND FILL) THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT.
 - D. PROVIDE WATER TO ADD TO DRY MATERIAL IN ORDER TO ADJUST MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.
 - E. BACKFILL THE CURB AND GUTTER AFTER ITS CONSTRUCTION AND PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL.
 - F. IMPLEMENT AND MAINTAIN SOIL EROSION CONTROL MEASURES PROVIDED ON THE PLANS.
 - G. LIME STABILIZE THE SUBGRADE MATERIAL IF REQUIRED BY THE SOILS CONSULTANT AND CLIENT.
11. CONTRACTOR SHALL PROVIDE TESTING AND PROOF-ROLLING AS REQUIRED BY THE CLIENT AND JURISDICTIONAL ENTITY. ANY UNSUITABLE AREAS ENCOUNTERED DURING TESTING SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL APPROVED BY THE SOILS CONSULTANT AND RETESTED.

SEWER AND WATER MAIN GENERAL NOTES:

1. ALL SANITARY SEWERS, STORM SEWERS, WATER MAINS AS WELL AS THEIR SERVICES AND OTHER RELATED APPURTENANCES SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS" AND "IDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" IN ADDITION TO THE REQUIREMENTS OF THE APPLICABLE JURISDICTIONAL ENTITY.
2. SELECT GRANULAR TRENCH BACKFILL (DOT CA-7) SHALL BE REQUIRED FOR ALL SEWER AND WATER MAIN TRENCHES LYING UNDER EXISTING OR PROPOSED STREETS, DRIVEWAYS, PARKING LOTS, CURB AND GUTTER, SIDEWALKS, AND WITHIN FIVE FEET THERETO, AND WHERE NOTED ON PLANS.
3. TRENCH EXCAVATION, BEDDING, HAUNCHING, AND INITIAL BACKFILL (DOT CA-7) FOR TRENCHES SHALL BE PROVIDED IN ACCORDANCE WITH THE APPLICABLE TRENCH SECTION DETAIL AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.
4. UNSUITABLE SOIL CONDITIONS BELOW THE DEPTH OF THE TRENCH BEDDING, AS DETERMINED BY THE SOILS/ GEOTECHNICAL ENGINEER, ENCOUNTERED DURING TRENCH EXCAVATION SHALL BE REMOVED AND REPLACED WITH GRANULAR COMPACTED BEDDING MATERIAL AS DIRECTED BY THE SOILS/GEOTECHNICAL ENGINEER OR JURISDICTIONAL ENTITY.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY TRENCH EXCAVATIONS FOR THE INSTALLATION OF UNDERGROUND MAINS AND APPURTENANCES. DEWATERING SHALL BE CONSIDERED INCIDENTAL.
6. NON-SHEAR "BAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN CONNECTING SEWER PIPES OF DISSIMILAR MATERIAL.
7. CONTRACTOR SHALL MARK THE LOCATIONS OF THE ENDS OF SERVICE STUBS WITH 4"x4" WOOD POSTS EXTENDING A MINIMUM OF THREE FEET ABOVE THE GROUND. THE TOP OF THE POSTS SHALL BE PAINTED GREEN FOR SANITARY, WHITE FOR STORM AND BLUE FOR WATER. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF SERVICE CONNECTION LOCATIONS, INCLUDING DISTANCES FROM DOWNSTREAM MANHOLES FOR SANITARY SERVICES. ALL STUBS SHALL BE PROPERLY PLUGGED.
8. ALL STRUCTURES INCLUDING BUT LIMITED TO FRAMES AND GRATES/LIDS, CLEANOUTS, ETC. SHALL BE ADJUSTED TO THE FINAL FINISHED GRADE ELEVATIONS. CONCRETE ADJUSTING RINGS, WHERE NECESSARY, SHALL BE LIMITED TO TWO(2) TOTALING NOT MORE THAN EIGHT (8) INCHES IN HEIGHT.
9. ALL SANITARY SEWERS, STORM SEWERS, WATER MAIN AS WELL AS THEIR SERVICES AND OTHER RELATED APPURTENANCES SHALL BE THOROUGHLY CLEANED PRIOR TO INSPECTION AND TESTING AND AT THE END OF THE PROJECT.
10. CONTRACTOR SHALL COORDINATE INSPECTIONS, TESTING, AND TELEVISIONS WITH THE APPLICABLE JURISDICTIONAL ENTITY. THE COST OF CLEANING, TESTING, AND TELEVISIONS SHALL BE CONSIDERED INCIDENTAL.
11. ALL DEFICIENCIES AND DEFECTS OBSERVED AS WELL AS ANY NECESSARY CORRECTIVE WORK REQUIRED AS A RESULT OF TESTING OR TELEVISION INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL COST AND WITHOUT DELAY. ALL DIPS, CRACKS, LEAKS, IMPROPERLY SEALED JOINTS AND DEPARTURES FROM THE APPROVED GRADES AND ALIGNMENTS SHALL BE REPAIRED BY REMOVING AND REPLACING THE INVOLVED SECTIONS OF PIPE. UPON COMPLETION THEREOF, THE SEWER SHALL BE RETESTED AND/OR RE-TESTEVED.
12. MANHOLE STEPS SHALL BE GREY CAST IRON ASTM A48 OR POLYPROPYLENE COATED STEEL REINFORCING RODS WITH SLIP, LOAD, AND PULLOUT RATES PER OSHA REQUIREMENTS.

SANITARY SEWERS & APPURTENANCES:

1. SANITARY SEWER PIPE, INCLUDING SERVICES, SHALL BE POLYVINYL CHLORIDE (PVC) SEWER PIPE, ASTM D3034, SDR 26 WITH FLEXIBLE ELASTOMERIC SEALS CONFORMING TO ASTM D3212 AND F477.
2. WHERE WATER MAIN QUALITY PIPE AND JOINTS ARE REQUIRED, SANITARY SEWER PIPE SHALL BE PVC PIPE ASTM D2241, SDR 26, WITH ELASTOMERIC GASKET JOINTS CONFORMING TO ASTM D3139 AND F477.
3. MANHOLES SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND CONSTRUCTED PER THE STANDARD DETAILS. MANHOLE LIDS SHALL BE SELF-SEALING, WATERTIGHT LIDS WITH CONCEALED PICK HOLES, IMPRINTED WITH "SANITARY" AND THE NAME OF THE JURISDICTIONAL ENTITY. PIPE CONNECTIONS SHALL BE PRECAST WITH RESILIENT RUBBER WATERTIGHT PIPE SLEEVES PER ASTM C923. EXTERNAL CHIMNEY SEALS SHALL BE PROVIDED ON ALL SANITARY MANHOLES AND MANHOLES SHALL BE WATERTIGHT.
4. AN EXTERNAL DROP MANHOLE SHALL BE PROVIDED WHERE THE DIFFERENCE BETWEEN INVERTS IS GREATER THAN OR EQUAL TO TWO FEET. SEE APPLICABLE DETAIL.
5. MINIMUM COVER OVER SANITARY SEWER LINES AND SERVICES SHALL BE THREE FEET.
6. SANITARY SERVICE LINE SIZE SHALL BE 6-INCH DIAMETER PIPE, SAME MATERIAL AND JOINTS AS THE SANITARY SEWER. AT A 1.0% MINIMUM SLOPE, ALL SERVICE STUBS SHALL BE CAPPED WITH A WATERTIGHT PLUG, PROPERLY SECURED TO WITHSTAND THE REQUIRED TEST PRESSURES.
7. SANITARY SEWER SERVICE RISERS SHALL BE INSTALLED WHERE THE MAINLINE SEWER DEPTH IS GREATER THAN TWELVE FEET OR IN LOCATIONS INDICATED ON THE PLANS.
8. SANITARY SEWERS SHALL BE PRESSURE TESTED PER THE REQUIREMENTS OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION", LATEST EDITION. THE MAXIMUM ALLOWABLE RATE OF INFILTRATION OR EXFILTRATION SHALL NOT EXCEED 200 GALLONS PER INCH DIAMETER OF PIPE PER MILE OF PIPE PER DAY.
9. SANITARY SEWERS SHALL BE DEFLECTION TESTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION", LATEST EDITION. DEFLECTION SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDED DEFLECTION LIMITS OR MAXIMUM OF 5% OF THE INTERNAL DIAMETER OF THE PIPE, WHICHEVER IS MORE STRINGENT.
10. SANITARY MANHOLES SHALL BE TESTED FOR WATERTIGHTNESS USING A LEAKAGE TEST IN ACCORDANCE WITH ASTM C969 - "STANDARD PRACTICE FOR INFILTRATION AND EXFILTRATION ACCEPTANCE TESTING OF INSTALLED PRECAST CONCRETE SEWER PIPE LINES" OR ASTM C1244 - "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLE BY THE NEGATIVE PRESSURE (VACUUM) TEST PRIOR TO BACKFILL".
11. CONTRACTOR SHALL TELETYPE ALL NEWLY CONSTRUCTED SANITARY SEWERS IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE JURISDICTIONAL ENTITY PRIOR TO FINAL ACCEPTANCE. COPIES OF THE VIDEO SHALL BE PROVIDED TO THE JURISDICTIONAL ENTITY.
12. CONNECTIONS TO EXISTING SEWER MAIN SHALL BE TO AN EXISTING SERVICE STUB, WYE, TEE, OR MANHOLE WHERE POSSIBLE. SEWER CONNECTIONS TO AN EXISTING SANITARY MANHOLE SHALL BE MACHINE CORED. ALL PIPE CONNECTIONS TO SANITARY STRUCTURES SHALL BE MADE WITH FLEXIBLE WATERSTOP GASKET/BOOT (RESILIENT CONNECTOR) PER ASTM C923.
13. CONNECTION TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING SERVICE STUB, WYE, TEE, OR MANHOLE SHALL BE MADE WITH A CIRCULAR SAW-CUT OF THE SEWER MAIN BY PROPER TOOLS (SEWER-TAP MACHINE OR SIMILAR). A SUBMERGIBLE HUB-WYE SADDLE OR HUB-TYE SADDLE (INSERTA-TEE, INSERTA-WYE, OR EQUAL) SHALL BE PROVIDED.

WATER MAIN & APPURTENANCES:

1. WATER MAIN PIPE SHALL BE DUCTILE IRON PIPE, CLASS 52 CONFORMING TO AWWA C151 WITH PUSH ON JOINTS CONFORMING TO AWWA C111. ALL FITTINGS SHALL BE DUCTILE IRON PIPE CONFORMING TO AWWA C110. PIPE AND FITTINGS SHALL BE CEMENT LINED IN CONFORMANCE WITH AWWA C104.
2. UNLESS OTHERWISE REQUIRED BY THE JURISDICTIONAL ENTITY, ALL WATER MAIN SHALL BE POLYETHYLENE ENCASED IN CONFORMANCE WITH AWWA C105. POLYETHYLENE MATERIAL SHALL CONFORM TO THE REGULATIONS OF THE JURISDICTIONAL ENTITY.
3. INSTALLATION OF PIPE AND FITTINGS SHALL BE PER AWWA C600. PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 5'-6" FROM FINISHED GRADE.
4. WATER MAIN FITTINGS (I.E. BENDS, ELBOWS, TEES, REDUCERS, ETC.) MAY NOT BE SPECIFICALLY REFERENCED ON THE PLANS AND ARE TO BE CONSIDERED INCIDENTAL AND INCLUDED IN THE LINEAR FOOTAGE COST OF THE WATER MAIN.
5. WATER SERVICES 2-INCHES IN DIAMETER OR SMALLER SHALL BE TYPE K COPPER PER ASTM B88 AND ASTM B251. SERVICE SIZES 3-INCH AND LARGER SHALL BE DUCTILE IRON.
6. THRUST BLOCKING OR RESTRAINED JOINTS SHALL BE INSTALLED ON ALL WATER MAINS AT ALL TEES, ELBOWS, PLUGS, BENDS, ETC.
7. WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVE CONFORMING TO AWWA C509 AND THE REQUIREMENTS OF THE JURISDICTIONAL ENTITY. BUTTERFLY VALVES CONFORMING TO AWWA C504 SHALL BE PROVIDED FOR ALL WATER MAIN 16-INCH DIAMETER AND LARGER. VALVES SHALL BE NON-RISING STEAM AND CLOSE BY TURNING CLOCKWISE.
8. VALVE VAULTS SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND CONSTRUCTED PER THE STANDARD DETAIL. VALVE BOXES SHALL BE CAST IRON EXTENSION SOREX TYPE CONSTRUCTED IN CONFORMANCE WITH THE STANDARD DETAIL. FRAME AND LIDS SHALL BE IMPRINTED WITH "WATER".
9. FIRE HYDRANTS SHALL CONFORM TO AWWA C502 (DRY BARREL) AND THE REQUIREMENTS OF THE JURISDICTIONAL ENTITY. HYDRANTS SHALL BE INSTALLED WITH AN AUXILIARY VALVE AND VALVE BOX.
10. ALL B-BOXES, CORPORATION STOPS, GROUND KEY STOPS, SERVICE BOXES, TAPPING SLEEVES, AND OTHER WATER MAIN RELATED APPURTENANCES SHALL CONFORM TO APPLICABLE JURISDICTIONAL ENTITY REQUIREMENTS. CONTRACTOR SHALL VERIFY EXACT MODEL, STYLE, TYPE, AND MANUFACTURER REQUIRED PRIOR TO ORDERING MATERIALS.
11. ALL WATER MAIN SHALL BE TESTED BY MEANS OF A PRESSURE TEST AND LEAKAGE TEST PER THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION", AWWA C600, AND APPLICABLE JURISDICTIONAL ENTITY REQUIREMENTS.
12. AFTER COMPLETION OF THE WATER MAIN TESTING, THE MAIN AND RELATED APPURTENANCES SHALL BE FLUSHED CLEAN AND DISINFECTED (CONFORMS WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION", AWWA C600, AND APPLICABLE JURISDICTIONAL ENTITY REQUIREMENTS).
13. UNLESS OTHERWISE NOTED, CONNECTION(S) TO AN EXISTING WATER MAIN SHALL BE MADE BY A PRESSURE TAP PER THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS. PRESSURE CONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE REPRESENTATIVES OF THE JURISDICTIONAL ENTITY.

STORM SEWER & APPURTENANCES:

1. STORM SEWER PIPE SHALL BE CONSTRUCTED FROM ONE OR MORE OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:
 - A. REINFORCED CONCRETE PIPE, ASTM C76, WITH "O"-RING GASKET JOINTS PER ASTM C443. PIPE CLASS PER SECTION 550 OF IDOT SPECIFICATIONS WITH A MINIMUM OF CLASS III IN NON-STRUCTURAL AREAS (GRASS, PARKWAYS, ETC.) AND A MINIMUM OF CLASS IV IN OR WITHIN ZONE OF INFLUENCE OF ALL STRUCTURAL AREAS (ROADWAYS, PARKING LOTS, CURB, SIDEWALKS, ETC.)
 - B. POLYVINYL CHLORIDE (PVC) PER ASTM D3034, SDR 26, WITH ELASTOMERIC GASKET JOINTS PER ASTM D3212
 - C. HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND JOINTS SHALL CONFORM TO ASHOTO M252 FOR 3" TO 10" PIPES AND ASHOTO M294 FOR 12" TO 60" PIPES.
2. WHERE WATER MAIN QUALITY PIPE AND JOINTS ARE REQUIRED, STORM SEWER PIPE SHALL BE CONSTRUCTED FROM ONE OR MORE OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:
 - A. REINFORCED CONCRETE PIPE, ASTM C361, WITH "O"-RING GASKET JOINTS PER ASTM C443 AND C361. PIPE CLASS PER SECTION 550 OF IDOT SPECIFICATIONS WITH A MINIMUM CLASS III IN NON-STRUCTURAL AREAS (GRASS, PARKWAYS, ETC.) AND MINIMUM CLASS IV IN OR WITHIN ZONE OF INFLUENCE OF ALL STRUCTURAL AREAS (ROADWAYS, PARKING LOTS, CURB, SIDEWALKS, ETC.)
 - B. POLYVINYL CHLORIDE (PVC) PER ASTM D2241, SDR 26, WITH ELASTOMERIC GASKET JOINTS PER ASTM D3139 AND F477
 - C. HIGH DENSITY POLYETHYLENE PRESSURE PIPE (HDPE) WITH SMOOTH WALL INTERIOR AND JOINTS PER ASTM AWWA C906.
3. MANHOLES, INLETS, AND CATCH BASINS SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND CONSTRUCTED PER STANDARD DETAILS. FRAMES AND LIDS SHALL BE AS APPROVED BY THE JURISDICTIONAL ENTITY AND SHALL BE IMPRINTED WITH "STORM".
4. FLARED END SECTION SHALL BE PRE-CAST REINFORCED CONCRETE END BLOCK PER IDOT STANDARD 542301. FLARED END SECTION FOR STORM SEWERS 12" IN DIAMETER OR LARGER SHALL BE INSTALLED WITH A GRATE PER IDOT STANDARD 542311.
4. RIP-RAP WITH FILTER FABRIC PER SECTION 281 OF THE IDOT STANDARD SPECIFICATIONS SHALL BE PROVIDED AT LOCATIONS SHOWN ON THE PLANS.
5. STORM SEWER AND APPURTENANCES SHALL BE THOROUGHLY CLEANED PRIOR TO FINAL INSPECTIONS.
6. CONNECTION OF STORM SEWER TO EXISTING STRUCTURES OR SEWER MAINS SHALL BE MADE WITH A SEWER TAP MACHINE. SEWER SHALL BE CONNECTED USING NON-SHRINK MORTAR. SEWER SHALL BE CUT FLUSH WITH THE INSIDE WALL OF THE EXISTING STRUCTURE OR SEWER MAIN.

WATER MAIN PROTECTION REQUIREMENTS:

WATER MAINS AND WATER SERVICE LINES SHALL BE PROTECTED FROM SANITARY SEWERS, STORM SEWERS, COMBINED SEWERS, HOUSE SEWER CONNECTIONS AND DRAINS IN ACCORDANCE WITH SECTION 41 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS AS FOLLOWS:

VERTICAL SEPARATION:

1. A WATER MAIN SHALL BE SEPARATED FROM A SEWER SO THAT ITS INVERT IS A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN TEN (10) FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OF DRAIN.

2. BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRE-STRESSED CONCRETE PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION WHEN:
 - (A) IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPERATION AS DESCRIBED IN (1) ABOVE; OR
 - (B) THE WATER MAIN PASSES UNDER A SEWER OR DRAIN.

NOTES:

- (1) CASING OF EITHER THE WATER MAIN OR SEWER PIPE IS ACCEPTABLE IN LIEU OF PLACING THE SEWER IN WATER MAIN EQUIVALENT PIPE.
- (2) THE STORM SEWER CAN BE CONSTRUCTED WITH REINFORCED CONCRETE PIPE USING FLEXIBLE GASKETS, JOINTS, (ASTM C361, C443) INSTEAD OF CONSTRUCTING THE STORM SEWER WITH WATER MAIN EQUIVALENT PIPE OR CASING PIPE.
3. A VERTICAL SEPARATION OF EIGHTEEN (18) INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER A SEWER OR DRAIN LINE. THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE MAIN, AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER.
4. CONSTRUCTION OF WATER MAIN QUALITY PIPE SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE PERPENDICULAR DISTANCE FROM THE WATER MAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN (10) FEET.

HORIZONTAL SEPARATION:

1. WATER MAINS SHALL BE LOCATED AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER, COMBINED SEWER OR SEWER SERVICE CONNECTION.
2. WATER MAINS MAY BE LOCATED CLOSER THAN TEN (10) FEET TO A SEWER LINE WHEN:
 - (A) LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN (10) FEET; AND
 - (B) THE WATER MAIN INVERT IS AT LEAST EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE SEWER; AND
 - (C) THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELVE LOCATED TO ONE SIDE OF THE SEWER.
3. WHEN IT IS IMPOSSIBLE TO MEET (1) OR (2) ABOVE, BOTH THE WATER MAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRE-STRESSED CONCRETE PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.

PAVEMENT, CURB & GUTTER, AND WALKS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBGRADE COMPACTION AND PREPARATION TO THE PROPOSED SUBGRADE ELEVATIONS SHOWN ON THE PLANS.
2. CURB AND GUTTER SHALL BE AS SPECIFIED ON THE PLANS AND SHALL BE BACKFILLED AFTER ITS CONSTRUCTION. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF THE BASE COURSE, COMPACTED AGGREGATE UNDER THE CURB SHALL BE CONSIDERED INCIDENTAL. DEPRESSIONS FOR DRIVEWAYS AND A.D.A. RAMPS SHALL BE INSTALLED PER PLANS AND IDOT STANDARDS.
3. BITUMINOUS BINDER AND SURFACE COURSE SHALL BE HOT-MIX ASPHALT (HMA) OF TYPE AND COMPACTED THICKNESS AS SHOWN ON THE PLANS IN ACCORDANCE WITH SECTION 406 OF THE IDOT SPECIFICATIONS. ALL PAVING MATERIALS AND MIXES SHALL BE IDOT CERTIFIED.
4. PORTLAND CEMENT CONCRETE (PCC) PAVEMENT SHALL BE CLASS PY WITH 6x6-W2.9xW2.9 WELDED WIRE FABRIC AND CONSTRUCTED PER SECTION 420 OF THE IDOT STANDARD SPECIFICATIONS. ALL CONCRETE WORK SHALL BE FINISHED WITH A BROOM FINISH.
5. CONTRACTOR SHALL SAW-CUT THE EXPOSED EDGES OF ALL EXISTING PAVEMENT ADJACENT TO ANY PROPOSED PAVEMENT. APPROX. SIDEWALK, CURB AND GUTTER, OR SIMILAR TO PROVIDE A PROTECTIVE EDGE THAT IS FREE OF LOOSE MATERIAL. A PROPER TRANSITION BUT JOINT AND/OR TAPER SHALL BE PROVIDED.
6. THE TESTING OF THE SUBGRADE, AGGREGATE BASE COURSE, BITUMINOUS BASE COURSE, BINDER COURSE, SURFACE COURSE, AND CONCRETE WORK SHALL BE REQUIRED AND PERFORMED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS AND REQUIREMENTS OF THE JURISDICTIONAL ENTITY.
7. PRIOR TO THE COMMENCEMENT OF ANY PAVING ACTIVITIES, A PROOF-ROLL OF THE SUB-GRAD SHALL BE PERFORMED BY THE CONTRACTOR AND APPROVED BY THE APPLICABLE JURISDICTIONAL ENTITY. ALL AREAS NOT PASSING THE PROOF-ROLL SHALL BE REMEDIATED AS RECOMMENDED BY THE SOILS/GEOTECHNICAL ENGINEER AND APPROVED BY THE OWNER. ANY REMEDIATED AREAS SHALL BE RE-TESTED.
8. PRIOR TO THE INSTALLATION OF THE AGGREGATE BASE COURSE THE SUBGRADE SHALL BE PREPARED PER SECTION 301 OF THE IDOT SPECIFICATIONS. SUBGRADE SHALL BE COMPACTED AND PREPARED TO WITHIN 1-1/2" OF THE PROPOSED SUBGRADE ELEVATION. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE STANDARD PROCTOR DENSITY PER ASTM D1557.
9. PRIOR TO THE INSTALLATION OF THE BINDER COURSE, THE AGGREGATE BASE COURSE SHALL BE PREPARED IN ACCORDANCE WITH SECTION 351 OF THE IDOT SPECIFICATIONS. AGGREGATE SHALL BE CLEAN AND DRY. BITUMINOUS PRIMING MATERIAL SHALL BE APPLIED PER SECTION 403 OF THE IDOT SPECIFICATIONS AT A RATE OF 0.25 GALLONS PER SQUARE YARD.
10. PRIOR TO INSTALLATION OF SURFACE COURSE, CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED AND FAILED AREAS IN THE BINDER COURSE, CURB AND GUTTER, AND CONCRETE PAVEMENT TO THE SATISFACTION OF THE JURISDICTIONAL ENTITY AND OWNER. STRUCTURES WITHIN THE PAVEMENT SHALL BE ADJUSTED TO FINAL SURFACE GRADE. CONTRACTOR SHALL CLEAN AND PRIME THE BINDER COURSE AT A RATE OF 0.05 GALLONS PER SQUARE YARD.
11. CONCRETE SIDEWALK SHALL BE CONSTRUCTED TO THE WIDTH AND THICKNESS SHOWN ON THE PLANS. SIDEWALK SHALL BE THICKENED TO A MINIMUM OF 6" AT ALL DRIVEWAYS. ALL SIDEWALKS SHALL BE IDOT CLASS 3). CONCRETE ON AN AGGREGATE BASE AS SHOWN ON THE PLANS. CONCRETE CONTRAIN JOINTS SHALL BE PROVIDED AT FIVE FOOT INTERVALS AND EXPANSION JOINTS (4" PRE-MOLDED FIBER JOINT FILLER) SHALL BE PROVIDED AT MAXIMUM 50 FOOT INTERVALS AND ADJACENT TO CONCRETE CURBS, DRIVES, FOUNDATIONS, RAMPS, ETC. AS WELL AS WHEN MEETING EXISTING WALKS.
12. PAVEMENT MARKING SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH SECTION 780 OF THE IDOT STANDARD SPECIFICATIONS AND MUTCD.
13. HANDICAP STALLS SHALL BE STRIPED AND SIGNED IN ACCORDANCE WITH THE ILLINOIS ACCESSIBILITY CODE, LATEST EDITION, AND OTHER APPLICABLE ADA GUIDELINES.

LIGHTING:

1. ALL WORK SHALL CONFORM WITH THE NATIONAL ELECTRIC CODE, COMMONWEALTH EDISON POLICIES, AND THE APPLICABLE REGULATIONS OF THE JURISDICTIONAL ENTITY.
2. PLANS SHOW LOCATION OF LIGHT POLES ONLY. THE DESIGN OF THE ELECTRIC SYSTEM REQUIRED TO POWER THE LIGHTS SHALL BY OTHERS.
3. CLIENT SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN, PERMITTING, AND INSTALLATION OF THE COMPLETE LIGHTING SYSTEM (POWER, POLES, LIGHTS, ETC.).
4. CLIENT AND/OR CONTRACTOR SHALL COORDINATE WITH COMMONWEALTH EDISON, AS NECESSARY, REGARDING EXISTING OR PROPOSED POWER TO THE SITE. CLIENT WILL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH COMMONWEALTH EDISON SUPPLYING POWER TO THE SITE.
5. IF LIGHTING SYSTEM IS CONSIDERED A PUBLIC IMPROVEMENT, CLIENT AND/OR CONTRACTOR SHALL COORDINATE WITH COMMONWEALTH EDISON AND THE JURISDICTIONAL ENTITY REGARDING TRANSFER OF STREET LIGHT SYSTEM 103 JURISDICTIONAL ENTITY.



PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

- A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL

The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE

The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE

Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, balling, and burlapping of plants on the plant list shall follow the Code of Standards (200 1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his inspection prior to said approval.

2.4 DELIVERIES

The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE

Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS

Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION

All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL

Topsoil if needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

- A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
B. pH: No lower than 5.0 nor higher than 8.0.
C. TEXTURE: No more than 25 percent clay.
D. SOLUBLE SALT: No more than 1000 ppm.
E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH

Mulch shall consist of the following:

- A. MUSHROOM COMPOST
Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.
B. SHREDDED HARDWOOD BARK (general mulching)
Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

- A. Shrubs
Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
C. Perennials, Groundcover, Ornamental Grasses & Vines
Osmocote (18-6-12) 8-9 month controlled release, or acceptable equivalent approved by the Landscape Architect.
D. Annual Flowers
Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
E. Bulbs
Holland Bulb Booster (9-9-6) or acceptable equivalent approved by the Landscape Architect.
F. Deciduous & Evergreen Trees
No fertilizer required

2.11 TREE WRAPPING MATERIAL

- A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Skekston, MO, or approved equal. Submit manufacture literature for approval.
B. Tag for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.12 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscapeing shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unseasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor from the guarantee provisions of these specifications.

PLANTING SEASON ACCEPTABLE TIME PERIOD

1. SPRING a. From time soil is workable to June 15 with the following exception:

- 1) Bare root materials (if any) shall cease on May 31

2. FALL a. Sept. 1 to Nov. 15 with following exceptions:

- 1) Evergreen Shrub planting to cease Oct. 31
2) Evergreen Tree planting to cease Oct. 15
3) Perennial & Ornamental Grass planting to cease Oct. 15

3.2 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. **The use of drip irrigation tree bags are encouraged** (e.g., galotabags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE

Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE

The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistence with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions:

B. CONTINUED MAINTENANCE

For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE

Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:

1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14

B. FINAL PLANTING ACCEPTANCE

Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below. On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If all is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.5 GUARANTEE

The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced. These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD

The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.

B. REPLACEMENTS & DAMAGES

The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.

C. EXCLUSIONS

The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.

D. GUARANTEE PERIOD INSPECTION

During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH

The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:

1. PRIOR TO SEEDING AND/OR SODDING 10-0-20
Nitrogen..... 10%
Phosphorous..... 0%
Potash..... 20%
2. AFTER SEEDING AND/OR SODDING 26-0-4
Nitrogen..... 26%
Phosphorous..... 0%
Potash..... 4%
a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
b) No phosphorous is allowed to be applied.
c) The potash shall be in the form of sulphate of potash.

The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.

2.3 GRASS SEED (if specified)

Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

PROPORTION BY WEIGHT TYPE OF GRASS

1. CONVENTIONAL TURF GRASS MIX (if specified)
60% KENTUCKY BLUEGRASS (blend of 3 cultivars)
30% PERENNIAL RYEGRASS (blend of 2 cultivars)
10% CREEPING RED FESCUE
(Apply at 7 lbs./1,000 S.F. for mechanical seeding)
2. SALT TOLERANT MIX (if specified)
40% FULTS' ALKALI GRASS (PUCCINELLIA DISTANS)
30% CREEPING RED FESCUE
20% KENTUCKY BLUEGRASS
10% PERENNIAL RYEGRASS
(Apply at 5 lbs./1,000 S.F. for mechanical seeding)

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.25%.

1. PACKING AND MARKETING

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained, b) the percentage of purity and germination, c) the percentage of hard seed, if any, d) a statement conforming to the laws of the STATE OF ILLINOIS hereinbefore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.

2.4 EROSION CONTROL BLANKET

1. STRAW BLANKET (if specified)
a. S-75 Straw Blanket (North American Green)
b. AEC Premier Straw Blanket (American Excelisor Company)
c. or equivalent
2. STRAW/COCONUT BLANKET (if specified)
a. SC-150 Straw/Coconut Blanket (North American Green)
b. AEC Premier Straw/Coconut Blanket (American Excelisor Company)
c. or equivalent

2.5 HYDROMULCH (if specified)

SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

2.7 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water source. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be left responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS SPRING FALL

Turf grass April 1 * to May 31 Aug. 15 to Sept. 30
* or as soon as the soil is free of frost and in a workable condition.

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.3 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

1. The Contractor shall water all newly **seeded** areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

B. MOWING

1. The Contractor shall mow all **seeded** areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") & shall maintain the turf at 2-2½". At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. **Seeded** areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.

D. HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect.

Acceptance shall be granted upon conformance with the following:

1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

TEMPORARY WATERING

Temporary watering shall be performed via a temporary above ground irrigation system from the building water supply and/or from water trucks.

A. Seed Mixes with Straw Blanket

1. Immediately after the completion of seeding operations, all seed & blanket areas shall be watered to a depth of two (2) inches. Additional watering shall be performed to a total of fifteen (15) times.

2. During the seed germination period, seeded areas shall be kept moist in the absence of adequate rainfall to a depth of one (1) inch. A fine spray should be utilized to avoid seed bed disturbance/erosion. Watering personnel shall routinely probe the seeded areas in multiple locations to determine moisture levels and the watering program should be adjusted accordingly. A five to ten (5-10) minute watering duration is generally adequate. During the germination period, daily watering may be required during extremely hot periods.

3. Once the seed has fully germinated (not just the cover crop) the watering shall be increased to a two (2) inch depth. The soil should be allowed to dry out between waterings and generally every other day watering during this stage is adequate, depending on rainfall.

B. Plant Material Watering

1. All plants shall receive a thorough watering immediately subsequent to installation including a minimum of four (4) additional waterings when needed.

2. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of ten (10) gallons of water per tree per watering. Hand injection probe watering or slow release watering bags are the preferred methods for effectively applying water to trees. The use of 20-gallon slow-release irrigation tree bags is highly encouraged and may be substituted for the above mentioned injection waterings. Such watering bags shall be kept operational for a minimum of five (5) continuous days. If this watering method is used in lieu of injection waterings, they shall be provided, as weather conditions dictate, for three (3) watering periods of five (5) continuous days each.

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sun scald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

All completed planting beds and tree saucers, except for groundcover beds, shall be mulched with three (3) inches of un-dyed shredded hardwood bark. All groundcover beds shall be mulched with three (3) inches of pine bark fines.

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The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of Heritage Oak Studios, LLC.

REVISIONS

2 - Per Trash Enclosure Location 2024-08-12
1 - Per Kendall County Review 2024-07-29

FILOTTO ROOFING

Kendall County, Illinois

HERITAGE OAK STUDIOS, LLC

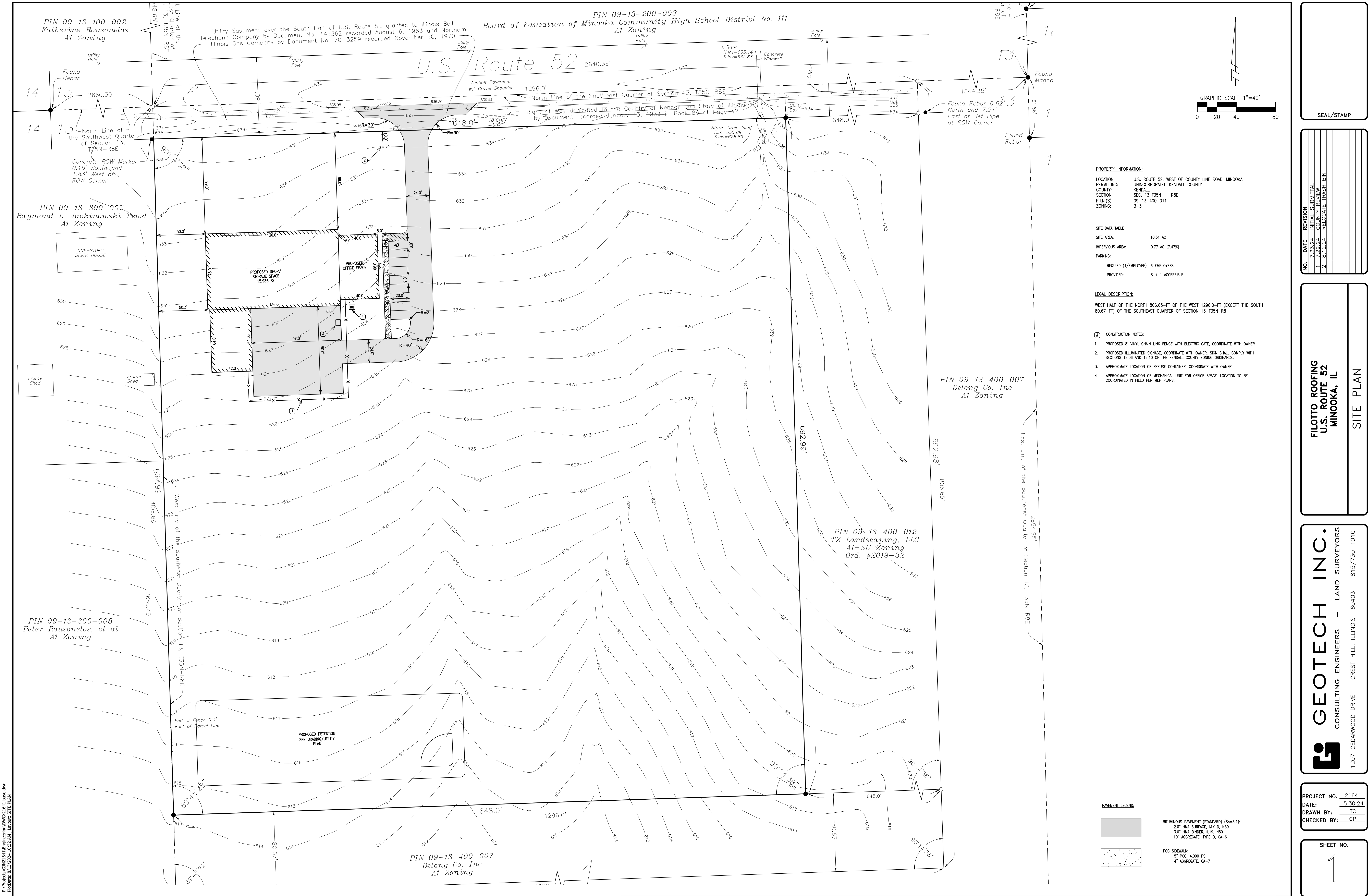
Landscape Architects

24301 White Oak Drive
Plainfield, IL 60585
PHONE: 815-531-4415

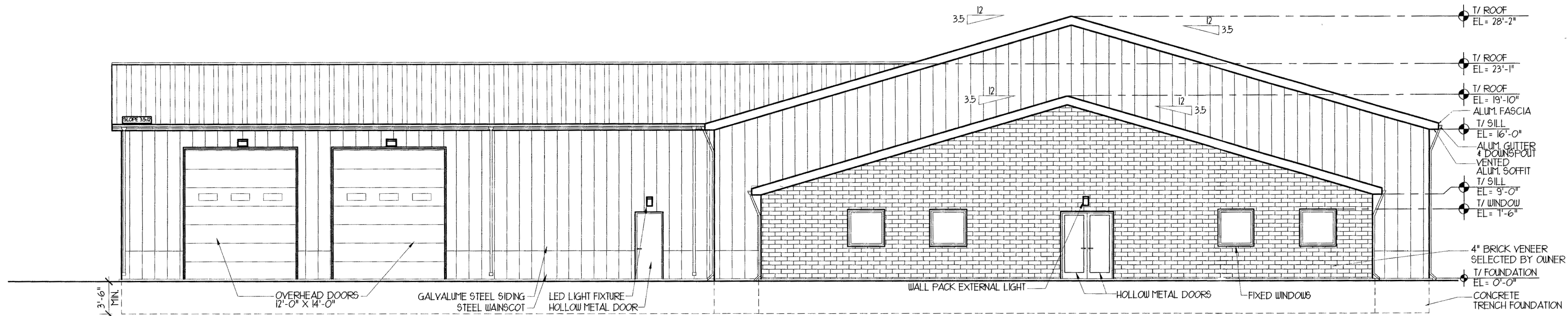
LANDSCAPE SPECIFICATIONS & GENERAL NOTES

DATE: 2024-07-18

SCALE: _____

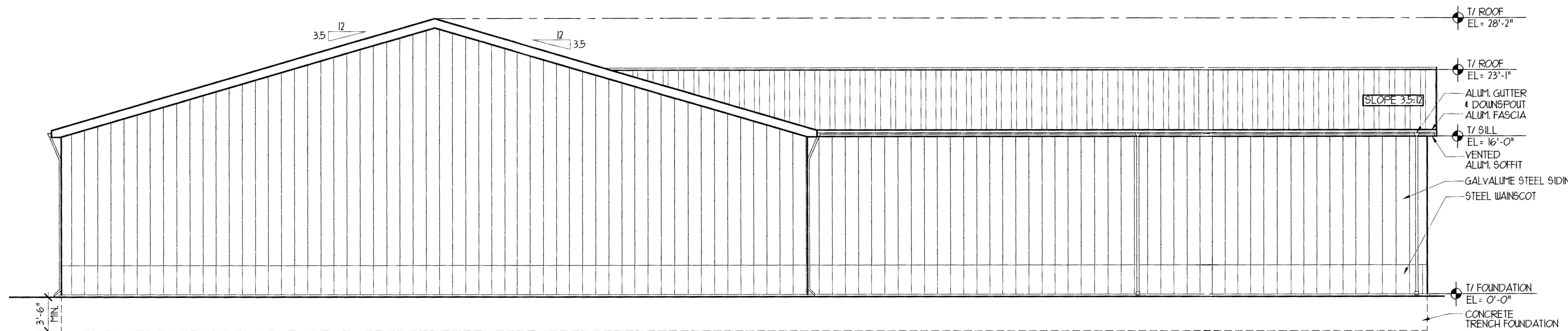


P:\Projects\G1021641\Engineering\DWG\21641_base.dwg
PltDate: 8/13/2024 10:32 AM, Layout: SITE PLAN



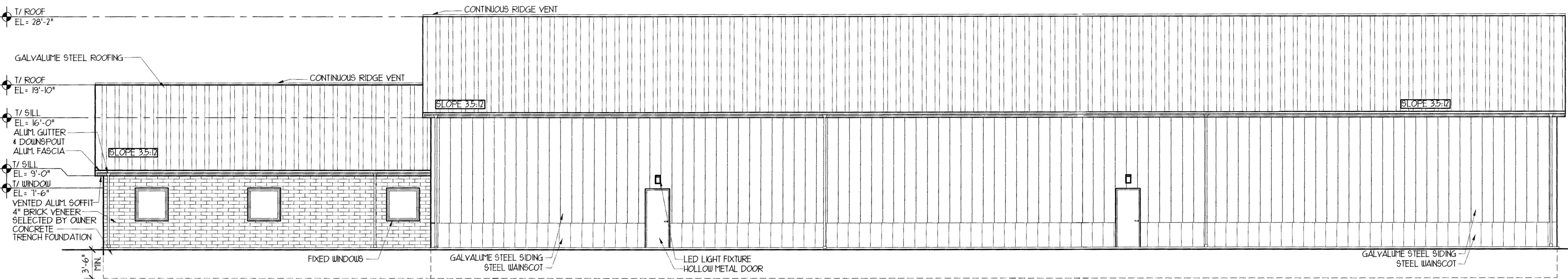
PROPOSED EAST ELEVATION

SCALE : 1/8" = 1'-0"



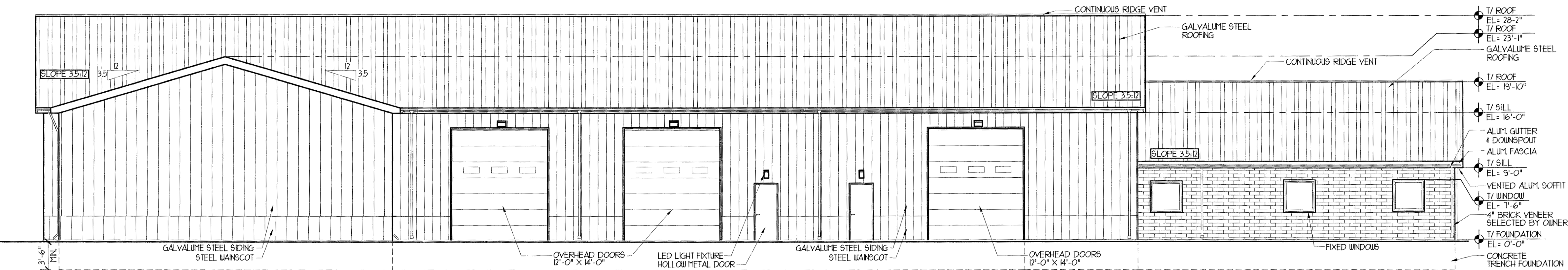
PROPOSED WEST ELEVATION

SCALE : 1/8" = 1'-0"



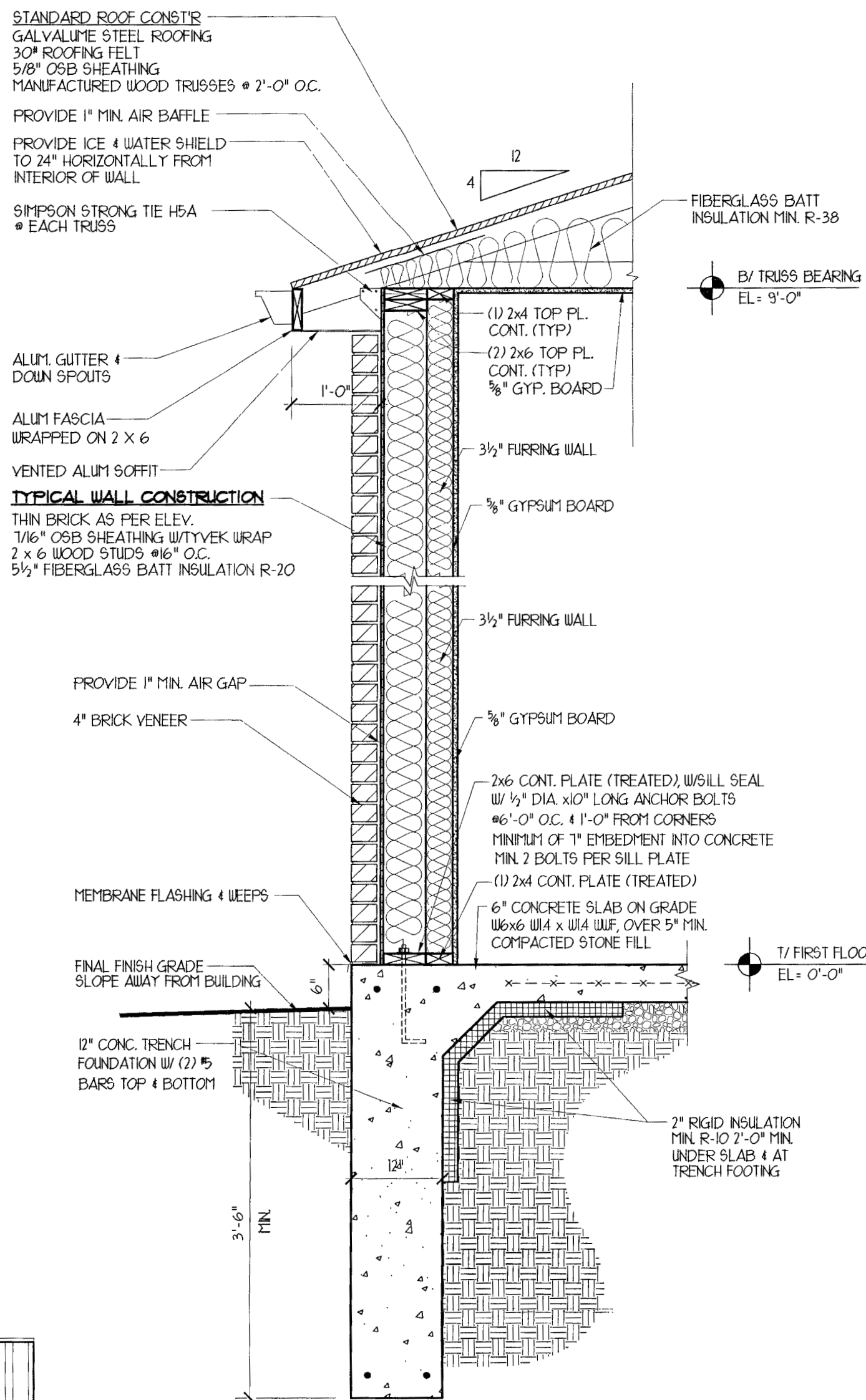
PROPOSED NORTH ELEVATION

SCALE : 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION

SCALE : 1/8" = 1'-0"



MASONRY TIES NOTE
USE CORRUGATED SHEET METAL ANCHORS SPACED
@ 26" SQ. FT. PER 1 ANCHOR OR MAX SPACING
OF 32" O.C. HORIZONTALLY & 16" O.C. VERTICALLY,
WITH A MIN. EMBEDMENT DEPTH OF 1 1/2" INTO
THE BED JOINTS FOR THE VENEER.
PLACE ANCHORS WITHIN 12" OF ANY OPENING.

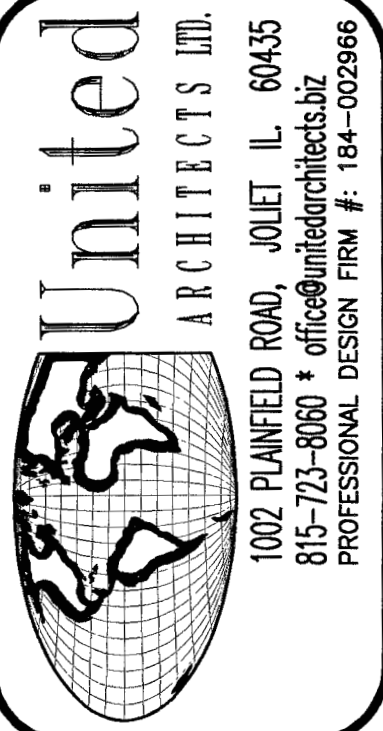
MEMBRANE FLASHING NOTE
BITUMINOUS MEMBRANE FLASHING FROM EDGE
OF BRICK TO UP BEHIND THE BUILDING WRAP
MIN. 6". PROVIDE CONT. SEALANT BEAD UNDER
MEMBRANE AT EDGE OF FOUNDATION WALL.
PROVIDE MORTAR NET @ BOTTOM 3 COURSES
MIN. FOR DRAINAGE TO WEEP HOLES.

FLASHING IS REQUIRED ON ALL BRICK VENEER CONSTRUCTION
WITH SEAMS OVERLAPPED 6" AND SEALED AND 1" OVERLAP AT
FOUNDATION EDGE.

1
A-4 PROPOSED SIDE WALL SECTION

SCALE : 3/4" = 1'-0"

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REVISION NO. DATE REMARKS

PROPOSED OFFICE & SHOP
FOR: FILETTO ROOFING
SECTION 13, KENDALL COUNTY, IL

DRAWN BY: N.D.
CHECKED BY: BOB GEBEL
DATE : JULY 8, 2024
PROJECT NO: 24-1 3
TITLE: PROPOSED ELEVATIONS & SECTION

SHEET
A-3

ISSUED FOR OWNER'S REVIEW JULY 8, 2024



August 21, 2024

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Filotto Roofing- WBK Project 19-102.CF

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Management Report prepared by Geotech Inc. dated July 19, 2024 and received August 6, 2024.
- Stormwater Management Permit prepared by owner dated August 2, 2024 and received August 2, 2024.
- Site Improvement Plans prepared by Geotech Inc. dated August 12, 2024 and received August 12, 2024.
- Site Plan prepared by Geotech Inc. dated July 29, 2024 and received August 12, 2024 and received August 12, 2024.
- Landscape Plan prepared by Heritage Oak Studios, LLC dated August 12, 2024 and received August 12, 2024.

We find the stormwater report and construction documents submitted to be in general conformance with the County stormwater ordinance. The stormwater permit and construction documents are approved conditioned on resolution of the following comments.

1. In the Stormwater Management Report, the Detention Tributary Area exhibit and detention calculations reflect that the basin provides detention for the disturbed 2.87 acres, however, in proposed conditions the basin will accept runoff from an additional area between the proposed disturbance and possibly areas north of the proposed building. Please evaluate the overflow weir for this additional flow as to depth and velocity with the understanding overflow conditions will occur more frequently.
2. The weir coefficient is represented as two different values in the stormwater report. Verify the appropriate value. Also verify the weir length in the calculations matches the plans.

3. Site Improvement Plans - Please add dimensions to the restrictor manhole detail to verify that the minimum 4" clearance will be met with the proposed top of wall elevation. Revise the grate type to maximize the overflow potential using a beehive type or "O1" for EJIW products.
4. We understand the drainage swales along the east and west limits of the disturbed area are intended to capture flow from disturbed areas and route it to the stormwater basin. The definition of the swale is lacking in some areas. It is preferred that a typical minimum swale section be depicted that call out a minimum swale bottom side slope and depth to convey flows. Verify minimum depth with a channel capacity calculation. It is not necessary to revise all contours or include this additional area in the stormwater calculations, however we have no objection if that is done. Our primary concern is that the final field conditions will indicate clear capture and routing of the flows.
5. Access to US 52 will require approval from IDOT.
6. An NPDES permit is needed for the project.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

A black rectangular redaction box covering the signature of Greg Chismark.

Greg Chismark PE
WBK Engineering, LLC



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 24-26**Timothy A. Tremain****Map Amendment Rezoning from R-1 to R-3****INTRODUCTION**

The Petitioners would like a map amendment rezoning approximately three point six more or less (3.6 +/-) acres located on north side of River Road between 11327 and 11209 River Road from R-1 One Family Residential District to R-3 One Family Residential District in order to build two (2) houses at the property.

The property was rezoned in 2007 by Ordinance 2007-03 and is Lot 1 of the Glen Nelson Subdivision.

The property is less than ten (10) acres in size as is eligible for rezoning under Section 8:07.H of the Kendall County Zoning Ordinance.

As of the date of this memo, the Petitioner has not indicated if they will be dividing the land through a Plat Act Exemption or if they will be pursuing a re-subdivision of the property.

The application materials are included as Attachment 1. The zoning plat is included as Attachment 2.

SITE INFORMATION

PETITIONERS: Tim A. Tremain

ADDRESS: Between 11327 and 11209 River Road, Plano

LOCATION: North Side of River Road Approximately 0.75 Miles East of Eldamain Road



TOWNSHIP: Bristol

PARCEL #s: 02-30-400-013 and 02-31-201-014

LOT SIZE: 3.6 +/- Acres

EXISTING LAND USE: Vacant

ZONING: R-1 One Family Residential District

| | | |
|-------|----------------------|--|
| LRMP: | Future Land Use | Rural Residential (Max 0.60 DU/Acre) (County) Estate/Conservation Residential (Yorkville) |
| | Roads | River Road is a Township maintained Minor Collector. |
| | Trails | The zoning plat (Attachment 2) shows a fifteen foot (15') trail easement along the southern portion of the property. |
| | Floodplain/ Wetlands | There are no floodplains or wetlands on the property |

REQUESTED ACTION: Map Amendment Rezoning Property from R-1 One Family Residential District to R-3 One Family Residential District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

| Location | Adjacent Land Use | Adjacent Zoning | Land Resource Management Plan | Zoning within ½ Mile |
|----------|--|-----------------|---|---|
| North | Agricultural | R-1 | Rural Residential (County) Estate/Conservation Residential (Yorkville) | A-1 (County) |
| South | Wooded and Single-Family Residential | R-3 | Rural Residential (County) Estate/Conservation Residential (Yorkville) | R-3 (County) There are homes on the south side of the Fox River inside Yorkville within a ½ mile |
| East | Single-Family Residential | A-1 | Rural Residential (County) Estate/Conservation Residential (Yorkville) | A-1, A-1 SU, and R-3 |
| West | Single-Family Residential and Private Road | R-1 | Rural Residential (County) Estate/Conservation Residential (Yorkville) | A-1 (County) |

The A-1 special use permits to the east is for a campground (PNA Camp).

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated; there were protected resources in the area, but adverse impacts were unlikely (see Attachment 1, Pages 12 and 13).

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on August 20, 2024 (see Attachment 1, Page 11).

ACTION SUMMARY

BRISTOL TOWNSHIP

Petition information was sent to Bristol Township on August 23, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on August 23, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on August 23, 2024.

GENERAL INFORMATION

The Petitioners would like to rezone the property in order to build a maximum of two (2) houses on the property.

BUILDING CODES

The site is currently vacant. Any future buildings would have to meet applicable building codes.

UTILITIES

No utility information was provided.

ACCESS

The property fronts Glen Nelson Drive, which is a private road. The zoning plat (Attachment 2) notes that the property cannot access River Road.

PARKING AND INTERNAL TRAFFIC CIRCULATION

Any parking would be for residential purposes.

ODORS

Based on the proposed uses, no new odors are foreseen.

LIGHTING

Lighting would be for residential purposes and would have to follow applicable ordinances.

LANDSCAPING AND SCREENING

Landscaping would be for residential uses.

SIGNAGE

Signage would be for residential purposes and would have to meet applicable regulations.

NOISE CONTROL

The owners of the property would have to follow applicable noise control regulations based on residential uses.

STORMWATER

Stormwater control would be evaluated as part of the building permit.

FINDINGS OF FACT-MAP AMENDMENT

§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics*. Staff has

provided findings in **bold** below based on the recommendation:

*Existing uses of property within the general area of the property in question. **The surrounding properties are used for agricultural purposes and single-family residential purposes.***

*The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1, R-1, and R-3. In particular, the properties immediate south of the subject property are zoned R-3.***

*The suitability of the property in question for the uses permitted under the existing zoning classification. **One (1) single-family home could be built on the subject property under the present R-1 zoning classification. If a property owner wanted to construct additional homes, a map amendment to a zoning district that allows for small lots, such as the R-3 zoning classification, would be needed.***

*The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. **The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential.***

*Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The subject property is classified as Rural Residential on the Future Land Use Map and the R-3 Zoning District is consistent with this land classification.***

RECOMMENDATION

Staff recommends approval of the proposed map amendment and variance.

ATTACHMENTS

1. Application Materials
2. Zoning Plat



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Tremain

FILE # _____

| | | |
|---|--|--|
| NAME OF APPLICANT (Including First, Middle Initial, and Last Name) | | |
| Tim A. Tremain | | |
| CURRENT LANDOWNER/NAME(s) | | |
| Tim A. Tremain | | |
| SITE INFORMATION | | |
| ACRES | SITE ADDRESS OR LOCATION | ASSESSOR'S ID NUMBER (PIN) |
| 3.6318 | River Road, Yorkville, IL 60560 | 02-30-400-013 and 02-31-201-014 |
| EXISTING LAND USE | | |
| vacant land | CURRENT ZONING | LAND CLASSIFICATION ON LRMP |
| | R1 | Residential |
| REQUESTED ACTION (Check All That Apply): | | |
| <input type="checkbox"/> SPECIAL USE | <input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>R-3</u>) | <input type="checkbox"/> VARIANCE |
| <input type="checkbox"/> ADMINISTRATIVE VARIANCE | <input type="checkbox"/> A-1 CONDITIONAL USE for: _____ | <input type="checkbox"/> SITE PLAN REVIEW |
| <input type="checkbox"/> TEXT AMENDMENT | <input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final) | <input type="checkbox"/> ADMINISTRATIVE APPEAL |
| <input type="checkbox"/> PRELIMINARY PLAT | <input type="checkbox"/> FINAL PLAT | <input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.) |
| AMENDMENT TO A SPECIAL USE: <input type="checkbox"/> Major; <input type="checkbox"/> Minor | | |
| ¹ PRIMARY CONTACT | PRIMARY CONTACT MAILING ADDRESS | PRIMARY CONTACT EMAIL |
| Daniel J. Kramer | [REDACTED] | [REDACTED] |
| PRIMARY CONTACT PHONE # | PRIMARY CONTACT FAX # | PRIMARY CONTACT OTHER # (Cell, etc.) |
| [REDACTED] | [REDACTED] | |
| ² ENGINEER CONTACT | ENGINEER MAILING ADDRESS | ENGINEER EMAIL |
| NONE | | |
| ENGINEER PHONE # | ENGINEER FAX # | ENGINEER OTHER # (Cell, etc.) |
| | | |
| I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY. | | |
| I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION. | | |
| SIGNATURE OF APPLICANT | | DATE |
| [REDACTED] | | 8/20/2024 |

FEE PAID:\$ _____

CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Last Revised:
10.17.22

Date Stamp Here If
Checklist Is Complete

Tremain Map Amendment Findings of Fact

1. Contiguous and nearby properties are used for low density Single-Family Residences and a mixture of Agricultural uses, as well as Forested land which remains in its natural state.
2. There is a combination of R-1 Single Family, R-3 Single Family, and A-1 Zoning Districts.
3. The property primarily consists of vacant land R-1 Zoned Residential Land.
4. The trend of development has been slow growth R-1, R-3, and A-1 Allocation Single Family Residences.
5. The proposed use is consistent with the Kendall County Comprehensive Plan providing for low density Single Family Residential uses when there is a low Agricultural productivity and Low Site rating under the Kendall County LESA Rating Systems; as well as the United City of Yorkville Comprehensive Plan which shows low density Single-Family Residences being developed within a Mile and ½ of the City Limits.

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

Lot 1 of Glen Nelson Subdivision, being a Subdivision of Part of the Northeast Quarter of Section 31 and Part of the Southeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233,

LEGAL DESCRIPTION OF TRACT "A":

That Part of Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of $93^{\circ}58'36''$ with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT "B":

Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, EXCEPT that Part described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of $93^{\circ}58'36''$ with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

WARRANTY DEED

Statutory (Illinois)

**THE GRANTORS,
GLEN A. NELSON and
PAMALA A. NELSON,
Husband and Wife**

of [REDACTED]
in the [REDACTED]
and [REDACTED]

TICOR - 78188

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

TIM TREMAIN

whose address is: [REDACTED]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO: Existing easements, covenants, and restrictions of record, and 2006 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: Part of 02-31-201-008
Address of Real Estate: Vacant land on River Road, Plano, IL 60545

COUNTY OF KENDALL
REAL ESTATE TRANSFER TAX
125.00

Dated this 28th Day of November, 2006.

[REDACTED]
GLEN A. NELSON

[REDACTED]
PAMALA A. NELSON




Ticor Title
674 Veterans Pkwy. #C
Yorkville IL 60550

Warranty Deed - Statutory

STATE OF ILLINOIS)
) SS.
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Glen A. Nelson & Pamala A. Nelson personally known to me to be the same persons whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 28th Day of November, 20 06.


Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Tim Tremain




THIS DOCUMENT PREPARED BY;

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, IL 60560
630-553-9500

AFTER RECORDING RETURN TO:

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, IL 60560

November 28, 2006

**METES AND BOUNDS LEGAL DESCRIPTION OF PROPOSED LOT 1 AND PART
OF RIVER ROAD**

GLEN NELSON SUBDIVISION, BRISTOL TWP., KENDALL CO., ILLINOIS:

LEGAL DESCRIPTION OF PROPOSED LOT 1 AND PART OF RIVER ROAD:

That part of the Southeast Quarter of Section 30 and that part of the Northeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 268.29 feet to the centerline of River Road; thence Southwesterly, along said centerline, 1337.30 feet to the East Line of a Tract conveyed to Lloyd E. Nelson by a Warranty Deed recorded as Document 72-1896, as said Line is monumented and occupied, for the point of beginning; thence Northerly, along said East Line, 494.81 feet; thence Westerly, along a line which forms an angle of $88^{\circ}42'02''$ with the last described course, measured clockwise therefrom, 350.61 feet; thence Southerly, along a line which forms an angle of $87^{\circ}19'22''$ with the last described course, measured clockwise therefrom, 554.09 feet to said centerline; thence Easterly, along said centerline, 318.97 feet to the point of beginning in Bristol Township, Kendall County, Illinois, containing 4.0000 acres.

PLAT ACT AFFIDAVIT
(FILE WITH THE RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS)
COUNTY OF KENDALL)

)ss.

DOCUMENT #

DANIEL J. KRAMER, being duly sworn on oath, states that he resides at

[REDACTED]. That the attached deed represents:

1. The subject property is unsubdivided property.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division of subdivision of the land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
4. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
6. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
7. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. The conveyance is made to correct descriptions in prior conveyances.
10. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
11. The sale is of a single lot of less than five acres from a larger tract, evidenced by a survey made by a registered surveyor which single lot is the first sale from said larger tract as determined by the dimensions and configurations thereof on October 1, 1973, and which sale does not violate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

[REDACTED]
DANIEL J. KRAMER, Attorney at Law

SUBSCRIBED AND SWORN to before me

this 28 day of November, 2006

[REDACTED]
Notary Public



**WARRANTY DEED**

201000002510

#JA3739650

Mail to:

Tim Tremain

DEBBIE
GILLETTE
KENDALL COUNTY, ILRECORDED: 2/8/2010 1:05 PM
HD: 178.25 RHSPS FEE: 10.00
PAGES: 3

Name and address of taxpayer:

Tim Tremain

THE GRANTORS, Glen A. Nelson and Pamala A. Nelson, husband and wife, of [REDACTED] for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANTY to Tim Tremain, the following described Real Estate situated in the County of Kendall, in the State of Illinois, to wit:

Legal Description Attached

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, 735 ILCS 5/12-90, et seq. SUBJECT TO: (1) general real estate taxes for 2009 and subsequent years; and (2) covenants, conditions and restrictions of record. THIS IS NOT HOMESTEAD PROPERTY.

Permanent Index Numbers: 02-30-400-010, ~~02-30-400-012~~ 02-30-400-013
02-30-400-012, 02-31-201-013

Property Address: Lot 2, Glen Nelson Subdivision, River Rd, Plano, Illinois

DATED this 23rd day of December, 2009.

[REDACTED] (SEAL)
Seller

[REDACTED] (SEAL)
Seller

Glen A. Nelson

Pamala A. Nelson

[PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)]



STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that Glen A. Nelson and Pamala A. Nelson, personally known to
me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed and delivered
the said instrument as their free and voluntary act for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

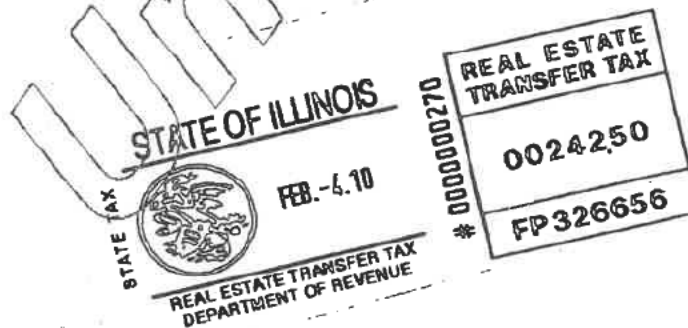
Given under my hand and official seal this 23rd day of December, 2009.



Notary Public

This instrument was prepared by:

Joseph B. Fahey
Attorney At Law
905 Bristol St.
Yorkville, IL 60560



COUNTY OF KENDALL
REAL ESTATE TRANSFER TAX
\$ 121.25 *sg*



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 SA3733050 YK

STREET ADDRESS: LOT 2 GLEN NELSON SUBDIVISION,

RIVER ROAD

CITY: PLANO

COUNTY: KENDALL

TAX NUMBER: 02-30-400-010-0000

LEGAL DESCRIPTION:

LOT 2 IN GLEN NELSON SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31 AND PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED JUNE 20, 2007 AS DOCUMENT 200700019233.

Unofficial



**Kendall County Soil & Water
Conservation District**

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Tim A. Tremain **Contact Person:** Daniel J. Kramer
 Address: [REDACTED]
 City, State, Zip: [REDACTED]
 Phone Number: [REDACTED]
 Email: [REDACTED]

Please select: How would you like to receive a copy of the NRI Report? ☒ Email ☐ Mail

Site Location & Proposed Use

Township Name Bristol Township 37 N, Range 7 E, Section(s) 30
 Parcel Index Number(s) 02-30-400-013 and 02-31-201-014
 Project or Subdivision Name Tremain Number of Acres 3.6318
 Current Use of Site vacant land Proposed Use 2 single family homes
 Proposed Number of Lots 2 Proposed Number of Structures 2
 Proposed Water Supply individual well Proposed type of Wastewater Treatment individual septic
 Proposed type of Storm Water Management none

Type of Request

- ☒ Change in Zoning from R-1 to R-3
☐ Variance (Please describe fully on separate page)
☐ Special Use Permit (Please describe fully on separate page)
 Name of County or Municipality the request is being filed with: Kendall County Planning, Building, and Zoning

In addition to this completed application form, please including the following to ensure proper processing:

- ☒ Plat of Survey/Site Plan – showing location, legal description and property measurements
☐ Concept Plan – showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies
☒ NRI fee (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

| | |
|------------------------------------|------------------|
| Fee for first five acres and under | \$ 375.00 |
| Additional Acres at \$18.00 each | \$ |
| Total NRI Fee | \$ 375.00 |

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

X [REDACTED]
 Petitioner or Authorized Agent

8/20/2024
 Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# _____ Date initially rec'd _____ Date all rec'd _____ Board Meeting _____
 Fee Due \$ _____ Fee Paid \$ _____ Check # _____ Over/Under Payment _____ Refund Due _____



Applicant: Tim A. Tremain
Contact: DANIEL J. KRAMER
Address: [REDACTED]

IDNR Project Number: 2502416
Date: 08/20/2024

Project: Tremain
Address: River Road, Yorkville

Description: Rezone property from R-1 to R-3 to build two single family homes

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Fox River INAI Site
Butternut (*Juglans cinerea*)
Mottled Sculpin (*Cottus bairdii*)
Mottled Sculpin (*Cottus bairdii*)
Osprey (*Pandion haliaetus*)
River Redhorse (*Moxostoma carinatum*)
Rusty Patched Bumble Bee (*Bombus affinis*)

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:

37N, 7E, 30

37N, 7E, 31



IL Department of Natural Resources
Contact
Adam Rawe
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kendall County Planning, Building, and Zoning
Matt Asselmeier
111 W. Fox Street
Yorkville, Illinois 60560



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

August 20, 2024

DANIEL J. KRAMER

Tim A. Tremain

RE: Tremain

Project Number(s): 2502416

County: Kendall

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Adam Rawe
Division of Ecosystems and Environment
217-785-5500

ZONING PLAT OF GLEN NELSON SUBDIVISION BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS

SCALE
1"=50'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- 624— Indicates Contour Elevation
- +623.19 Indicates Spot Elevation

BENCHMARKS -- (NAVD88)

BM#1 - Magnail in North Edge of Pavement
at Southwest Corner of Lot 1
Elevation = 624.48

BM#2 - Magnail in North Edge of Pavement
at Southeast Corner of Lot 1
Elevation = 624.35

DEVELOPER:

Mr. Tim Tremain

AREA OF TRACT:

3.6318 Acres
(158202 sq.ft.)

PRESENT ZONING:

R1
(One-Family Estate Residence District)

PROPOSED ZONING:

R3
(One-Family Residence District)

SOILS (From USCS Soils Map)

791A Rush Silt Loam, 0 to 2% slopes

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

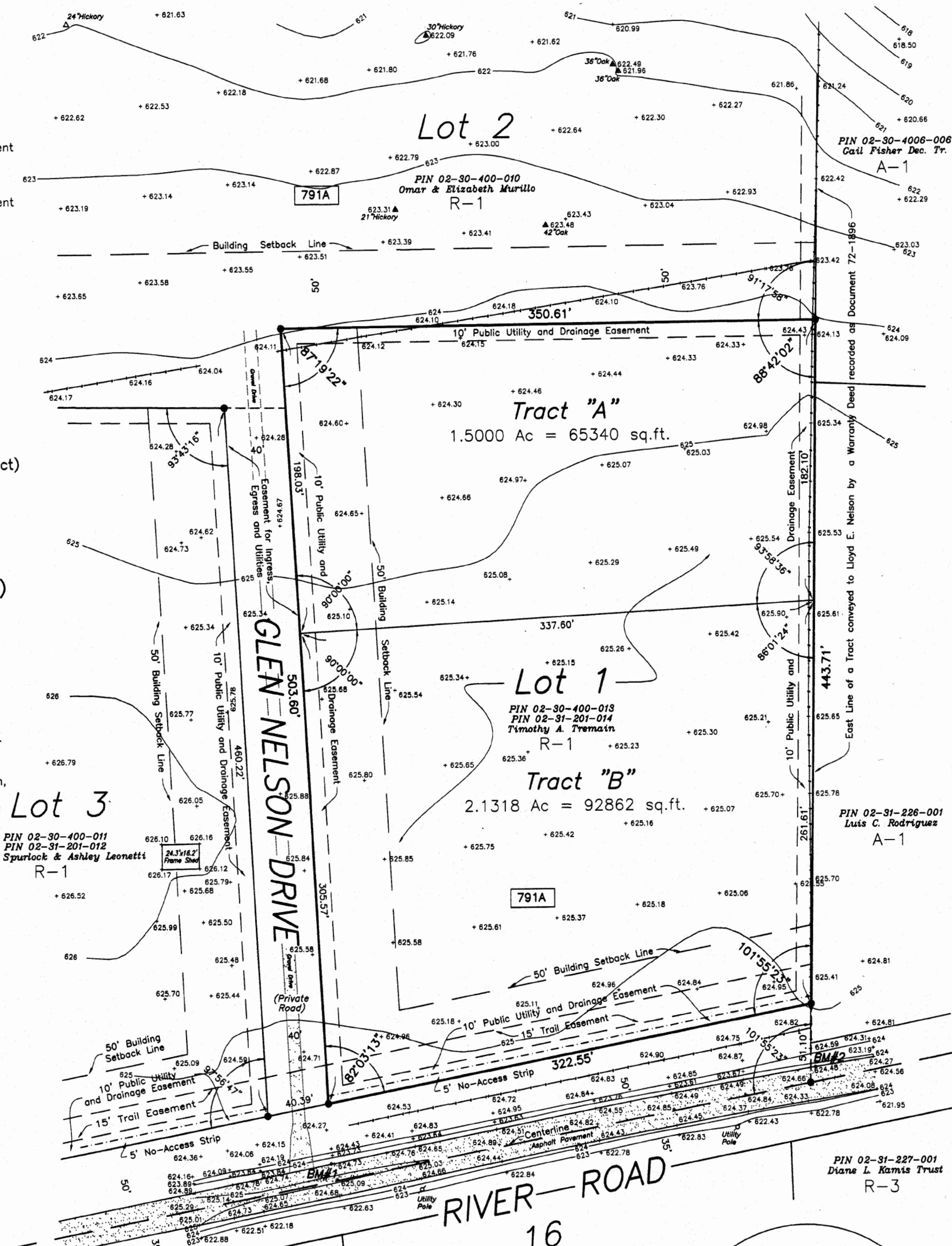
Lot 1 in Glen Nelson Subdivision, being a Subdivision of Part of the Northeast Quarter of Section 31 and Part of the Southeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian, in Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 30, 2007 as Document 200700019233.

LEGAL DESCRIPTION OF TRACT "A":

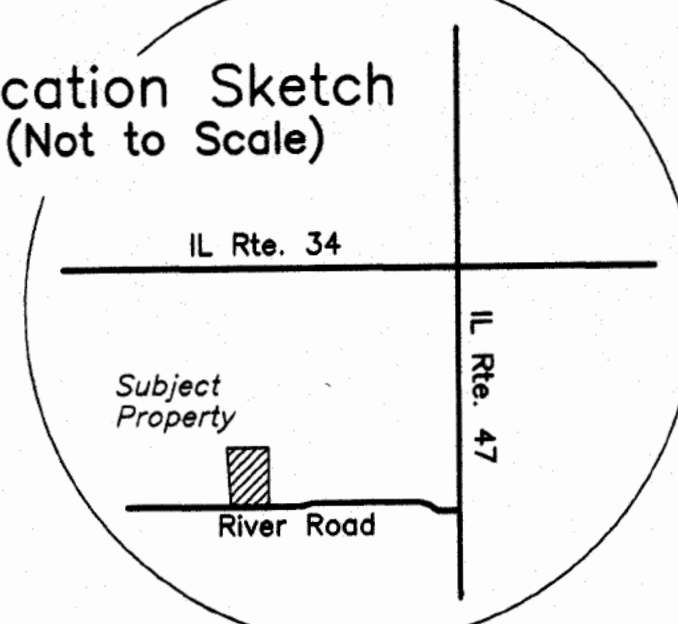
That Part of Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of 93°58'36" with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT "B":

Lot 1 of Glen Nelson Subdivision, Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233, EXCEPT that Part described as follows: Beginning at the Northwest Corner of said Lot 1; thence Southerly, along the West Line of said Lot 1, a distance of 198.03 feet; thence Easterly, perpendicular to the last described course 337.60 feet to the East Line of said Lot 1; thence Northerly, along said East Line which forms an angle of 93°58'36" with the last described course (measured clockwise therefrom), 182.10 feet to the Northeast Corner of said Lot 1; thence Westerly, along the North Line of said Lot 1, a distance of 350.61 feet to the point of beginning in Bristol Township, Kendall County, Illinois.



Location Sketch
(Not to Scale)



NOTE: Lots 1 and 2 have no direct access to River Road and access is granted to River Road only through the private road known as Glen Nelson Drive. Lot 3 may access River Road through the 40-foot wide opening in the 5-foot No-Access Strip.

August 20, 2024

JOB NO. 24047
JOB NAME TREMAIN
DWG FILE 24047B

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 24-27

**Steve W. Jeffers on Behalf of Revolution Investments, LLC
Plat of Vacation of a Drainage and Utility Easement
in Whitetail Ridge Subdivision**

INTRODUCTION

A ten foot (10') drainage and utility easement presently exists between Lots 110 and 111 in Whitetail Ridge Subdivision. The Petitioner own the subject lots and would like to construct a home in the center of the combined lots.

SITE INFORMATION

PETITIONER Steve W. Jeffers on Behalf of Revolution Investments, LLC

ADDRESS 5682 and 5834 Championship Court, Yorkville (Lots 110 and 111 of Whitetail Ridge)

LOCATION Approximately 0.10 Miles Northwest of the Intersection of Clubhouse Drive and Championship Court on the South Side of Championship Court



TOWNSHIP Na-Au-Say Township

PARCEL #s 06-07-374-004 and 06-07-374-005

LOT SIZE 1.5 +/- Acres

EXISTING LAND USE Residential/Vacant

ZONING RPD-2

| | | |
|------|---------------------|--|
| LRMP | Current Land Use | Vacant One-Family Residential |
| | Future Land Use | Rural Residential (Max 0.65 Du/Acre) |
| | Roads | Championship Court is a Township Road classified as a Local Road |
| | Trails | None |
| | Floodplain/Wetlands | None |

REQUESTED ACTION Vacate a Ten Foot (10') Drainage and Utility Easement Between Lots 110 and 111

APPLICABLE REGULATIONS Section 7.06 (Subdivision Control Ordinance)

SURROUNDING LAND USE

| Location | Adjacent Land Use | Adjacent Zoning | Land Resource Management Plan | Zoning within ½ Mile |
|----------|---------------------------|-----------------|--------------------------------------|----------------------|
| North | Single-Family Residential | RPD-2 | Rural Residential (Max 0.65 DU/Acre) | N/A |
| South | Open Space (Golf Course) | RPD-2 SU | Open Space (Golf Course) | N/A |
| East | Open Space (Golf Course) | RPD-2 SU | Open Space (Golf Course) | N/A |
| West | Single-Family Residential | RPD-2 | Rural Residential | N/A |

The RPD-2 special use is for a golf course.

ACTION SUMMARY

NA-AU-SAY TOWNSHIP

Na-Au-Say Township was emailed information on August 23, 2024.

UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed information on August 23, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

The Bristol-Kendall Fire Protection District was emailed information on August 23, 2024.

GENERAL

The application materials are included as Attachment 1. The plat of vacation is included as Attachment 2. The topographic information is included as Attachment 3.

On August 22, 2024, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 4.

On August 22, 2024, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA had no objections to the requested easement vacation. This email is included as Attachment 5.

As of the date of this memo, the Petitioner was still obtaining approvals from the utilities.

RECOMMENDATION

Staff recommends approval of the requested easement vacation provided that Lots 110 and 111 remain under the same ownership.

ATTACHMENTS

1. Application Materials
2. Plat of Vacation
3. Topographic Information
4. August 22, 2024, Email from WBK Engineering
5. August 22, 2024, Email from Homeowners' Association



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Revolution Investments, LLC **FILE #:** _____

| | | |
|--|---|---|
| NAME OF APPLICANT (Including First, Middle Initial, and Last Name) Steve W. Jeffers | | |
| CURRENT LANDOWNER/NAME(s) Revolution Investments, LLC | | |
| SITE INFORMATION ACRES .0695 acres | SITE ADDRESS OR LOCATION Lots 110 and 111 Championship Court, Yorkville, IL 60560 | ASSESSOR'S ID NUMBER (PIN) 06-07-374-004 06-07-374-005 |
| EXISTING LAND USE vacant residential lots | CURRENT ZONING PUD | LAND CLASSIFICATION ON LRMP PUD |
| REQUESTED ACTION (Check All That Apply): | | |
| <input type="checkbox"/> SPECIAL USE <input type="checkbox"/> MAP AMENDMENT (Rezone to _____) <input type="checkbox"/> VARIANCE <input type="checkbox"/> ADMINISTRATIVE VARIANCE <input type="checkbox"/> A-1 CONDITIONAL USE for: _____ <input type="checkbox"/> SITE PLAN REVIEW <input type="checkbox"/> TEXT AMENDMENT <input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final) <input type="checkbox"/> ADMINISTRATIVE APPEAL <input type="checkbox"/> PRELIMINARY PLAT <input type="checkbox"/> FINAL PLAT <input checked="" type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.) <input type="checkbox"/> AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor) | | |
| PRIMARY CONTACT Attorney Daniel J. Kramer | PRIMARY CONTACT MAILING ADDRESS [REDACTED] | PRIMARY CONTACT EMAIL [REDACTED] |
| PRIMARY CONTACT PHONE # [REDACTED] | PRIMARY CONTACT FAX # [REDACTED] | PRIMARY CONTACT OTHER # (Cell, etc.) [REDACTED] |
| ENGINEER CONTACT Eric at Todd Surveying | ENGINEER MAILING ADDRESS [REDACTED] | ENGINEER EMAIL [REDACTED] |
| ENGINEER PHONE # [REDACTED] | ENGINEER FAX # [REDACTED] | ENGINEER OTHER # (Cell, etc.) [REDACTED] |
| I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY. | | |
| I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION. | | |
| SIGNATURE OF APPLICANT <input checked="" type="checkbox"/> [REDACTED] | | DATE August 20, 2024 |
| FEE PAID: \$ _____ CHECK #: _____ | | |

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Date Stamp Here If
Checklist Is Complete

KENDALL COUNTY DISCLOSURE OF BENEFICIARIES FORM

1. Applicant Revolution Investments, LLC
 Address [REDACTED]
 City [REDACTED] State IL Zip 60541
2. Nature of Benefit Sought Landowner
3. Nature of Applicant: (Please check one)
☐ Natural Person (a)
☐ Corporation (b)
☐ Land Trust/Trustee (c)
☐ Trust/Trustee (d)
☐ Partnership (e)
☒ Joint Venture (f) Limited Liability Company
4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
A Limited Liability Company that owns the land
5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:
- | NAME | ADDRESS | INTEREST |
|-----------------|------------|----------|
| Stephen Jeffers | [REDACTED] | 50% |
| Angela Jeffers | [REDACTED] | 50% |
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
Daniel J. Kramer, Attorney for Applicant [REDACTED]

I, Colleen Hanson VERIFICATION, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 21st day of August, A.D. 2024

(seal)





Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

| | | | |
|----------------------------------|--|---------------------------|----------------------|
| Entity Name | REVOLUTION INVESTMENTS LLC | | |
| Principal Address | 8942 WILCOX CT NEWARK, IL 605419119 | | |
| File Number | 11613802 | Status | ACTIVE on 02-07-2024 |
| Entity Type | LLC | Type of LLC | Domestic |
| Org. Date/Admission Date | 03-23-2022 | Jurisdiction | IL |
| Duration | PERPETUAL | | |
| Annual Report Filing Date | 02-07-2024 | Annual Report Year | 2024 |
| Agent Information | ANGIE JEFFERS [REDACTED] | Agent Change Date | 03-23-2022 |

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Managers

↑ Address

JEFFERS, ANGELA

JEFFERS, STEPHEN



Showing 1 to 2 of 2 entries

Previous

1

Next



WHEATLAND
TITLE COMPANY

5/1/2024 12:01PM
Commitment for Title Insurance
[2021 v. 01.00 (07-01-2021)]

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Law Offices of Daniel J. Kramer

By 
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Registered Agent: Law Offices of Daniel J. Kramer 

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WHEATLAND
TITLE COMPANY

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Commitment for Title Insurance
[2021 v. 01.00 (07-01-2021)]

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

| ORIGINATING OFFICE: | FOR SETTLEMENT INQUIRIES, CONTACT: |
|---|---|
| Wheatland Title Company 105 W. Veterans Parkway Yorkville, IL 60560 Main Phone: (630) 892-2323 Email: closings@wheatlandtitle.com | Wheatland Title Company 105 W. Veteran's Parkway Yorkville, IL 60560 Main Phone: 630-892-2323 x 9989 Email: closings@wheatlandtitle.com |

Name & Address of Title Insurance Agent: Law Offices of Daniel J. Kramer



Issuing Office File Number: WTC-HC-2024KL-11233

Property Address: 5834 & 5862 Championship Court, Yorkville, IL 60560

SCHEDULE A

1. Commitment Date: April 25, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: Revolution Investments, LLC
Proposed Amount of Insurance: \$110,000.00
The estate or interest to be insured: FEE SIMPLE
 - b. 2021 ALTA® Lender's Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: FEE SIMPLE
3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:

Whitetail Developments, LLC
5. The Land is described as follows:

See Exhibit A Attached

Fidelity National Title Insurance Company

Law Offices of Daniel J. Kramer

By 
Authorized Signatory

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WHEATLAND
TITLE COMPANY

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Exhibit A

LOTS 110 AND 111 OF WHITETAIL RIDGE SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

END OF SCHEDULE A

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Registered Agent: Law Offices of Daniel J. Kramer [REDACTED]

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.
12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.

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13. We should be furnished (A) a certification from the Illinois Secretary of State that Whitetail Developments, LLC has properly filed its articles of organization; (B) a copy of the articles of organization together with any amendments thereto; (C) a copy of the operating agreement together with any amendments thereto; (D) a list of incumbent managers or a roster of current members if managers have not been appointed; and (E) a certification that no event of dissolution has occurred.

In the event of a sale of all or substantially all of the assets of said limited liability company, we should be furnished a copy of the resolution adopted by the members of said limited liability company authorizing the sale and the execution and delivery of the anticipated deed. This commitment is subject to such additional requirements and/or exceptions as may be deemed necessary upon our review of these exhibits.

14. Upon any conveyance or mortgage of the land, a statement from the Secretary of the Board of Managers that there are no unpaid assessment liens arising by reason of the nonpayment of assessments should be furnished.

END OF SCHEDULE B, Part I

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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SCHEDULE B, PART II, CONTINUED

7. Taxes and assessments for the year 2023 and all subsequent years are a lien but not yet due and payable.

8. Tax Year: 2022

Tax ID #: 06-07-374-005
Taxes Assessed in the Name of: Whitetail Development LLC
18 Stonehill Rd
Oswego, IL 60543
Total Annual Tax: \$1.26
First Installment Amount: \$0.63
First Installment Status: Paid
Second Installment Amount: \$0.63
Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

Tax Year: 2022

Tax ID #: 06-07-374-004
Taxes Assessed in the Name of: Whitetail Development LLC
18 Stonehill Rd
Oswego, IL 60543
Total Annual Tax: \$1.26
First Installment Amount: \$0.63
First Installment Status: Paid
Second Installment Amount: \$0.63
Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

9. Intentionally Left Blank

10. Building setback line of 30 feet from the northwesterly lot line, 10 feet from the northeasterly and southwesterly lot line, and 50 feet from the southeasterly lot line as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

11. Easement for public utilities and drainage over and across the northwesterly 15 feet, northeasterly and southwesterly 5 feet, and southeasterly 10 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

12. Easement for golf course over and across the southeasterly 40 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

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13. Building Lines and Easements as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985; Document No. 200500015985.

14. Covenants, conditions, restrictions and easements contained in Declaration of Protective Covenants for Whitetail Ridge Homeowners Association, recorded on June 9, 2005 as Document No. 200500015992; Document No. 200500015992.

Note: See document copy for particulars.

15. Amendment to Declaration of Protective Covenants for Whitetail Ridge Subdivision Homeowners' Association recorded September 16, 2020 as Document Number 202000017966

Note: See document copy for particulars.

16. Terms and conditions contained in By-Laws for Whitetail Ridge Subdivision Homeowners' Association recorded July 1, 2011 as Document No. 201100010720 in the Kendall County Recorder's Office.

17. Terms and conditions contained in Consent to Creation of Special Service Tax Area dated March 16, 2005 and recorded June 9, 2005 as Document No. 200500015986 made by Whitetail Development, LLC recorded in the Kendall County Recorder's Office.

18. Terms and conditions contained in an Ordinance establishing a back-up Special Tax Service Area Number 2005-32 for Whitetail Ridge Subdivision recorded June 9, 2005 as Document No. 200500015987 recorded in the Kendall County Recorder's Office.

19. Terms and conditions contained in an Ordinance Establishing a back-up Special Tax Service Area Number 2005-33 recorded June 9, 2005 as Document No. 200500015988 made by the County of Kendall, recorded in the Kendall County Recorder's Office.

20. Terms and conditions contained in an Ordinance Establishing Back Up Special Tax Service Area 2005-30 recorded June 9, 2005 in Document No. 200500015990 made by County of Kendall, recorded in the Kendall County Recorder's Office.

21. Terms and conditions contained in an Ordinance enabling creation of Special Service Area 2005-31 recorded June 9, 2005 in Document No. 200500015991 made by County of Kendall, recorded in the Kendall County Recorder's Office.

22. Terms and conditions contained in a Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 as Document No. 200500015993 made by Whitetail Development, LLC to Whitetail Ridge Homeowners Association LLC recorded in the Kendall County Recorder's Office.

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AMERICAN
LAND TITLE
ASSOCIATION





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23. Terms, conditions and provisions contained in Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 in Document No. 200500015994 made by Whitetail Development, LLC to Whitetail Ridge Golf Club, LLC recorded in the Kendall County Recorder's Office.
24. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
25. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

END OF SCHEDULE B, Part II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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Registered Agent: Law Offices of Daniel J. Kramer [REDACTED]

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Registered Agent: Law Offices of Daniel J. Kramer

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Registered Agent: Law Offices of Daniel J. Kramer [REDACTED]

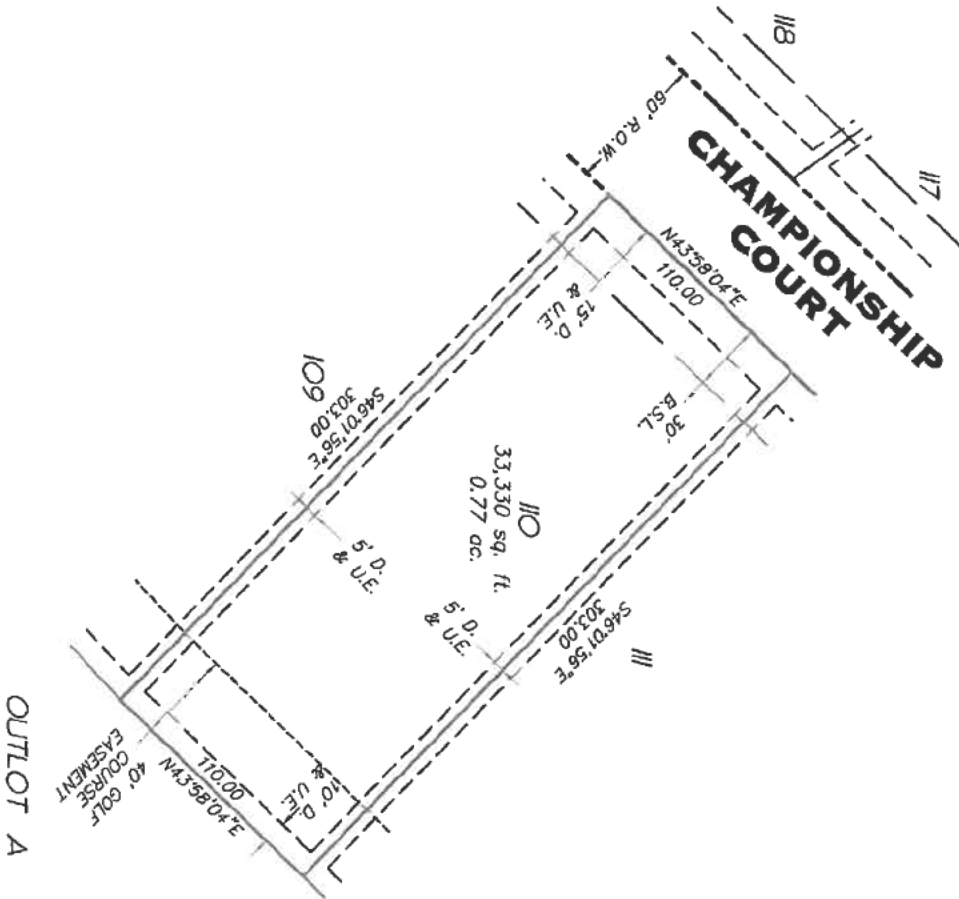
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PLAT OF SURVEY

ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005 AS DOCUMENT NUMBER 200500015985, BEING A SUBDIVISION OF PART OF SECTION 12-36-7, PART OF SECTION 7-36-6, AND PART OF THE FORMER MAIST-KEE-SHAW RESERVATION, IN KENDALL & NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS



ADDITIONAL NOTE:
Side yard building set back lines are 10' or 10% of the distance between side lot lines at the building setback line, as determined by the Kendall County Planning, Building and Zoning Department, whichever is greater.

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

This is to certify that we have surveyed the premises above described, and that the plot hereon is a representation of the said survey.
Dated at Yorkville, Kendall County, Illinois, July 14, A.D. 2005.
Smith Engineering Consultants, Inc.

Illinois Professional Land Surveyor No. 3359
License Expiration 11/30/06

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
• Basis of bearings: Cassidie North [Recorded White Tail Ridge Plat of Subdivision]
• No distance should be assumed by scaling.
• No underground improvements have been located unless shown and noted.
• No representation as to ownership, use, or possession should be hereon implied.
• This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
• Field work completed: Under construction at time of survey.
• This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

White Tail LLC
Compare your description and all markings with this plat and AT ONCE report any discrepancies which you may find.



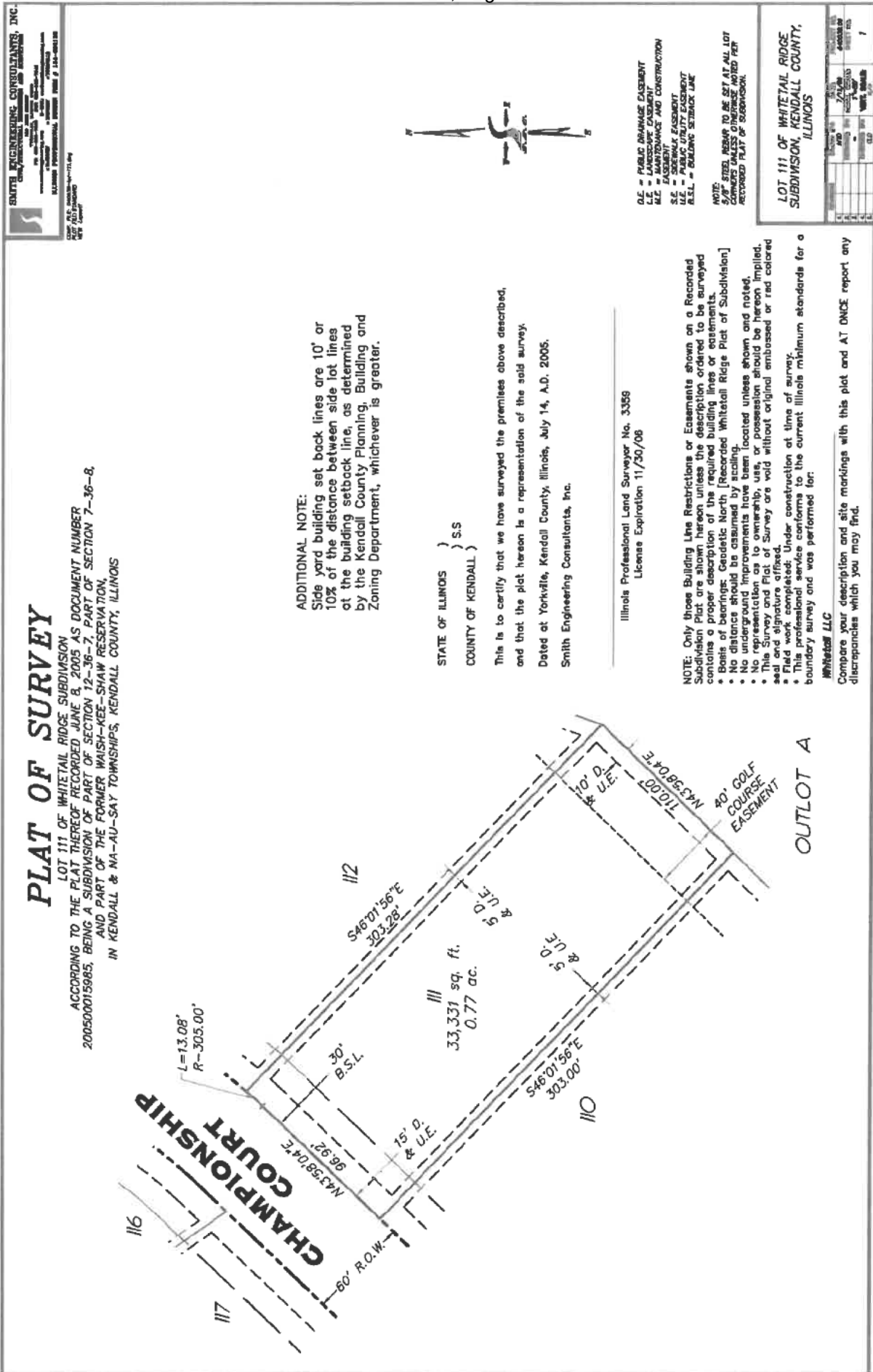
DE - PUBLIC DRAINAGE EASEMENT
LE - LANDSCAPE EASEMENT
ME - MAINTENANCE AND CONSTRUCTION EASEMENT
SE - SEWER EASEMENT
UE - PUBLIC UTILITY EASEMENT
BSL - BUILDING SETBACK LINE

NOTE: CERO, BEARS TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED PER RECORDED PLAT OF SUBDIVISION.

LOT 110 OF WHITE TAIL RIDGE
SUBDIVISION, KENDALL COUNTY,
ILLINOIS

| DATE | BY | FOR | REMARKS |
|---------|-------|----------------|---------|
| 7/14/05 | SMITH | WHITE TAIL LLC | 1 |

SMITH ENGINEERING CONSULTANTS, INC.
1100 N. WYOMING STREET, SUITE 100
YORKVILLE, ILLINOIS 62458
TEL: 618-833-1100 FAX: 618-833-1101
WWW.SMITHENGINEERING.COM



← BACK

revolution investments

Results: 8

| Document No | Document Type | Recorded Date | Party1 | Party2 | Legals |
|---------------|---------------|----------------|---------------|--------------|----------------|
| P202400006... | PTAX | 6/18/2024 1... | WHITETAIL ... | REVOLUTIO... | Sub: WHITET... |
| 2024000068... | WARRANTY ... | 6/18/2024 1... | WHITETAIL ... | REVOLUTIO... | Sub: WHITET... |

202400006856

Parties

Legals

Additional

6/18/2024 12:37:41 PM

WARRANTY DEED

[Purchase more information and the image for this document](#)

Party 1:
WHITETAIL
DEVELOPMENT
LLC
Party 2:
REVOLUTION
INVESTMENTS
LLC

WHITETAIL
RIDGE L: 110
WHITETAIL
RIDGE L: 111

| | | | | | |
|---------------|--------------|-----------------|---------------|--------------|----------------|
| P202400002... | PTAX | 3/7/2024 12:... | WIENCKOW... | REVOLUTIO... | Sub: WHITET... |
| 2024000024... | WARRANTY ... | 3/7/2024 12:... | WIENCKOW... | REVOLUTIO... | Sub: WHITET... |
| 2023000015... | WARRANTY ... | 2/14/2023 8:... | CAK INVEST... | REVOLUTIO... | Sub: 181 WO... |
| 2022000085... | ASSIGNMEN... | 5/16/2022 1... | REVOLUTIO... | BUSEY BANK | Sub: 181 WO... |
| 2022000085... | MORTGAGE | 5/16/2022 1... | REVOLUTIO... | BUSEY BANK | |
| 2022000085... | WARRANTY ... | 5/16/2022 1... | CAK INVEST... | REVOLUTIO... | |

Contact

FAQ

PLAT OF EASEMENT RELEASE
PART OF LOTS 110 AND 111 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

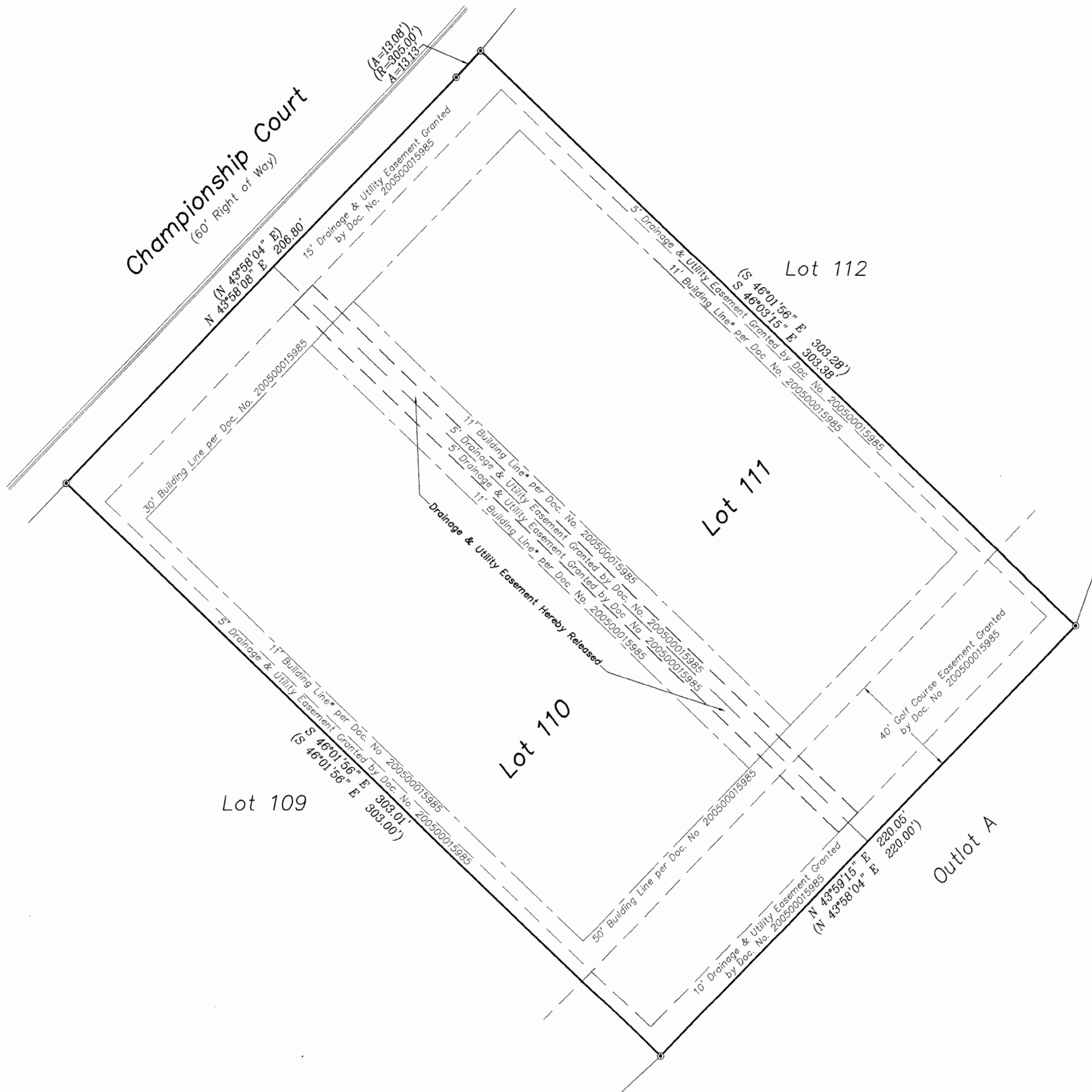
PROPERTY LOCATION:

PIN: 06-07-374-004
06-07-374-005

5834 & 5862 CHAMPIONSHIP COURT
YORKVILLE, ILLINOIS 60560

SURVEYOR'S NOTE:

* 10% OF LOT WIDTH



****SURVEYOR'S NOTE:**
SIDEYARD SETBACK LINES ARE 10' OR 10% OF
WIDTH PER DETAIL ON WHITETAIL RIDGE
SUBDIVISION PLAT.

LEGAL DESCRIPTION OF
EASEMENT TO BE RELEASED:

THE SOUTHWESTERLY 5.0 FEET OF LOT 111 (EXCEPT THE
SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET
THEREOF) AND THE NORTHEASTERLY 5.0 FEET OF LOT 110
(EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE
NORTHWESTERLY 15.0 FEET THEREOF) ALL IN WHITETAIL RIDGE
SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12,
TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP
36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW
RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS
DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN
FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE
THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE
PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON JULY 31, 2024.

ERIC POKORNY P.L.S. NO. [REDACTED]

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

THIS IS TO CERTIFY THAT WE, _____ AND _____ ARE THE OWNERS
OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT
RELEASE DESCRIBED HEREON.

DATED AT _____, ILLINOIS

THIS _____ DAY OF _____, A.D. 20____

(OWNER'S NAME)

(OWNER'S NAME)

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND
STATE AFORESAID, TO HEREBY CERTIFY THAT _____ AND _____ WHO ARE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED
THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND
PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS _____ DAY OF _____, A.D. 20____

CHAIRMAN OF COUNTY BOARD

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS _____ DAY OF _____

A.D. 20____ AT _____ O'CLOCK ____M.

KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe
⊙=Found 1/2" Dia. Iron Rod
⊙=Found 5/8" Dia. Iron Rod
(XXX')= Record Distance
XX.X'= Measured Distance
N= North E= East
S= South W= West
R= Radius A= Arc Length
---= Fence
---= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. Exp. 11/30/2024
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: Revolution Builders

Book # sheets Drawn By: JG:JH Plot # 7249

Reference:

Field Work Completed: 7/18/2024

Rev. Date Rev. Description

Project Number:

2024-0533 Release

Topographic Exhibit

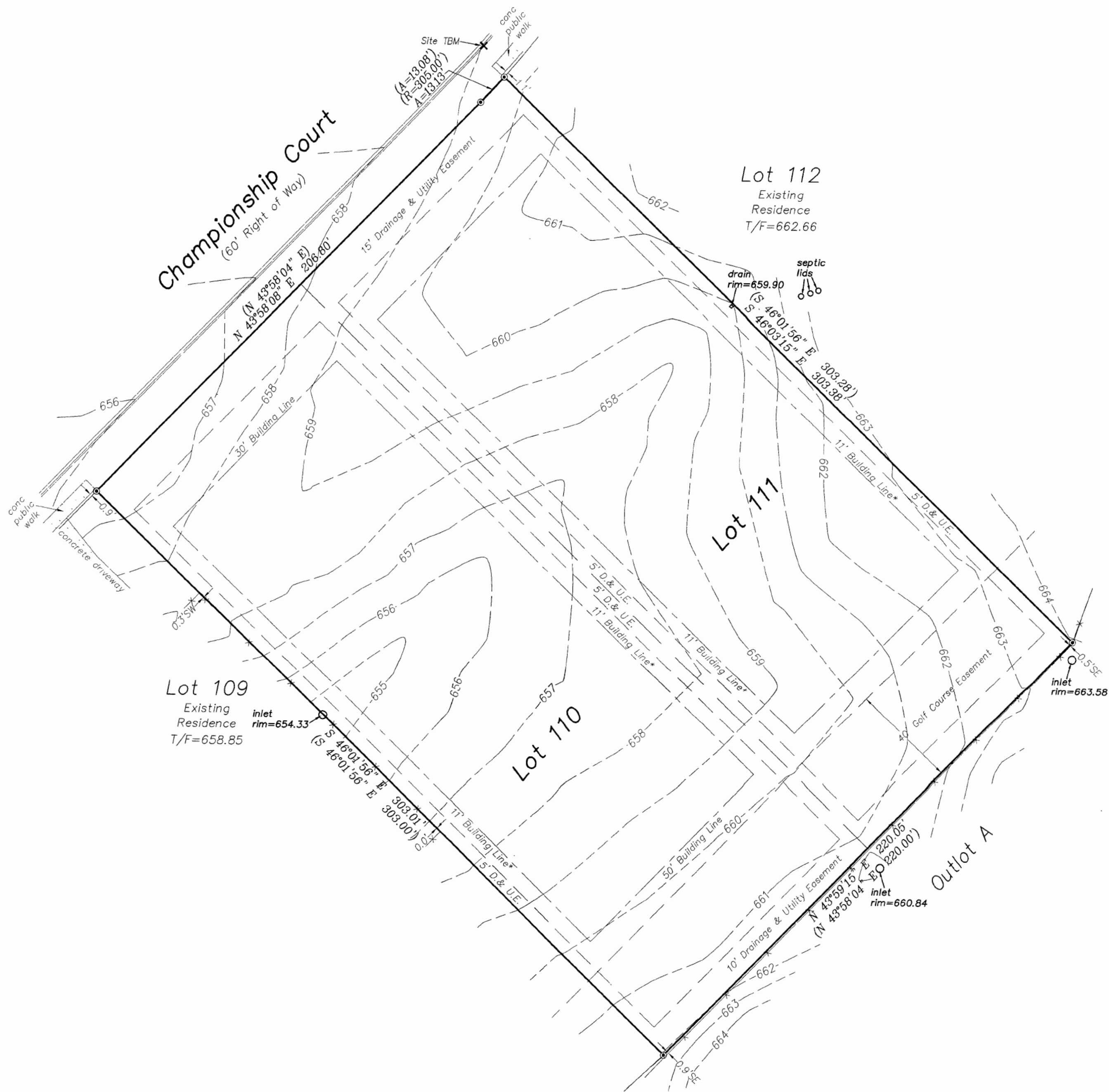
LOTS 110 AND 111 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5862 & 5834 CHAMPIONSHIP COURT, YORKVILLE, ILLINOIS.

PROPERTY CONTAINS: 1.53 ACRES / 66,667.6 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTE:

* 10% OF LOT WIDTH



PREPARED ON JULY 25, 2024 BY:

ERIC C. POKORNY
I.P.L.S. NO. [REDACTED]



Michel C. Ensalaco, P.L.S. Exp. 11/30/2024
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: Revolution Builders
Book # sheets Drawn By JGJH Plot # 7249
Reference:
Field Work Completed: 7/19/2024
Rev. Date Rev. Description
Project Number: 2024-0533

Matt Asselmeier

From: Greg Chismark <gchismark@bodwegroup.com>
Sent: Thursday, August 22, 2024 7:06 AM
To: Matt Asselmeier
Subject: [External]RE: Kendall County Petition 24-27

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

I have no concerns. I checked the original subdivision plans and see no utilities. Drainage patterns should remain unaffected. Let me know if you want something more than this e-mail.

Greg

Greg Chismark, PE

Mobile 847-344-5619 | Office 630-338-8527 | gchismark@bodwegroup.com

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>

Sent: Wednesday, August 21, 2024 1:08 PM

To: Greg Chismark <gchismark@bodwegroup.com>

Subject: Kendall County Petition 24-27

Greg:

The County received a request to vacated the public utility and drainage easement between lots 110 and 111 in Whitetail Ridge.

The topo is attached.

Do you have any concerns regarding this vacation from a stormwater perspective?

Thanks,

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

Matt Asselmeier

From: Debbie Mika <[REDACTED]>
Sent: Thursday, August 22, 2024 7:53 AM
To: Matt Asselmeier
Subject: [External]Re: 5862 Championship Court

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,

The HOA has no issues.

Thanks,

Debbie Mika

From: Matt Asselmeier <masselmeier@kendallcountyl.gov>
Sent: Wednesday, August 21, 2024 1:09:48 PM
To: Debbie Mika <tdmika@live.com>
Subject: 5862 Championship Court

Debbie:

The County received a request from Steve Jeffers on Behalf of Revolution Investment, LLC to vacate a public utility and drainage easement between Lots 110 and 111 in Whitetail Ridge in order to be able to construct a house in the middle of the combined lots.

Does the HOA have any objections to this vacation?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179