



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, July 9, 2024
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – June 11, 2024
2. Minutes of the Regular City Council – June 25, 2024
3. Bill Payments for Approval
 - \$ 974,009.77 (vendors – FY 24)
 - \$ 1,175,795.37 (vendors – FY25)
 - \$ 497,258.24 (wire payments)
 - \$ 471,886.68 (payroll period ending 06/21/24)
 - \$ 3,118,950.06 (total)

Mayor's Report:

1. CC 2024-47 Downtown Grant Plans (FS Property)
2. CC 2024-54 TRG Venture Two, LLC – Whispering Meadows Bond Call Release and Settlement Agreement
3. CC 2024-55 Ordinance Approving Certain Agreements with C1 Yorkville, LLC (Cyrus One)

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2024-48 Ordinance Approving an Intergovernmental Cooperative Agreement Between the United City of Yorkville and Kendall County, Illinois for Geographic Information System Services

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2024-15 & EDC 2024-41 Ordinance Approving a Planned Unit Development Agreement with C1 Yorkville, LLC (Cyrus One)

City Council Report:

City Clerk’s Report:

Community and Liaison Report:

Staff Report:

Mayor’s Report (cont’d):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: July 17, 2024 – 6:00 p.m. – East Conference Room #337

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

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

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Plocher	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Funkhouser	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

PUBLIC SAFETY: July 11, 2024 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC WORKS: July 16, 2024 – 6:00 p.m. – East Conference Room #337:

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, July 9, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – June 11, 2024

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. Minutes of the Regular City Council – June 25, 2024

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

3. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

MAYOR'S REPORT:

1. CC 2024-47 Downtown Grant Plans (FS Property)

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

2. CC 2024-54 TRG Venture Two, LLC - Whispering Meadows Bond Call Release and Settlement Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. CC 2024-55 Ordinance Approving Certain Agreements with C1 Yorkville, LLC

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2024-48 Ordinance Approving an Intergovernmental Cooperative Agreement Between the United City of Yorkville and Kendall County, Illinois for Geographic Information System Services

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2024-15 & EDC 2024-41 Ordinance Approving a Planned Unit Development Agreement with C1 Yorkville, LLC

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

4. CC 2021-04 City Building Updates

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. CC 2021-38 Water Study Update

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – June 11, 2024

Meeting and Date: City Council – July 9, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, JUNE 11, 2024**

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

ROLL CALL

City Clerk Behland called the roll.

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

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

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

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

<https://us02web.zoom.us/j/86071844881?pwd=fJhtAB3VVs0MucmXL8ykNfOys3vuyL.1>.

The Zoom meeting ID was 860 7184 4881.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

**Yorkville Youth Baseball Softball
Association Recognition**

Parks and Recreation Director Evans recognized the Yorkville Youth Baseball Softball Association (YYBSA) for donating \$10,000 for outfield fencing for two ball fields.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Boyd Ingemunson, a downtown Yorkville business owner, shared with the Council that purchasing the FS Property is vital to the community and the downtown area. He said the City could control that area and always sell it if needed, and this property would spearhead all events. He said he can’t express enough the importance of this development. Mr. Ingemunson noted that the City’s collaborations with businesses are why he loves Yorkville. He asks for the Council to support the purchase.

Yonas Hagos, a downtown Yorkville business owner, shared that the downtown area has so much potential. This would attract many people to the area and bring more opportunities. He hopes the Council will vote yes on the purchase.

Molly Krempski, a Yorkville resident, shared with the Council that she doesn’t believe it is good governance for the City to eliminate or ignore ordinances already in place when they have become inconvenient. Ms. Krempski said this ordinance ignores the secondary effects on the community. She brought up that there were no discussions on revising the tattoo parlor ordinance during the UDO meetings.

She stated people do not want their yards to be next to tattoo parlors. She specified other businesses want to focus on meeting the local community's basic needs without dealing with crime and unruly customers drawn into adult entertainment. She shared that she favors discussions about leaving some of the restrictions in place.

CONSENT AGENDA

1. Minutes of the Regular City Council – May 14, 2024
2. Minutes of the Regular City Council – May 28, 2024
3. Bill Payments for Approval
 - \$ 222,256.08 (vendors – FY 24)
 - \$ 233,606.34 (vendors – FY 25)
 - 294,119.42 (wire payments)
 - \$ 397,074.96 (payroll period ending 05/24/24)
 - \$ 1,147,056.80 (total)

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

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

REPORTS

MAYOR'S REPORT

**121 East Van Emmon Street (FS Property)
(CC 2024-47)**

Ordinance 2024-27

**a. Authorizing the Acquisition of Real Estate and Approval of a
of a Real Estate Purchase Agreement with Grundy Bank as
Trustee Under Trust Agreement Dated December 31, 2009
and Known as Trust Number 1505**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Real Estate and Approval of a Real Estate Purchase Agreement with Grundy Bank as Trustee Under Trust Agreement Dated December 31, 2009 and Known as Trust Number 1505 and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

Alderman Funkhouser shared that he wants to see the downtown area grow, see improvements, and be successful, but this project is challenging for him due to the brownfield. He said that there are still unknowns. He believes the plan does not have enough details to understand the cost and has not seen an appraisal. He feels this is being rushed but hopes it works out. Alderman Soling stated that he's had extensive conversations with City Administrator Olson on the remediation. He said that he is not super concerned, and if we cap it now and it remains capped, it will not get worse; it will only get better. He shared that he is comfortable taking the risk. Alderman Koch said he remembers when this was discussed years ago that if you capped and not dig, it would satisfy the IEPA.

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

Ordinance 2024-28

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

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

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

Bond Counsel Reauthorization
(CC 2024-48)

Mayor Purcell entertained a motion to authorize staff to notify Saul Ewing LLP that the United City of Yorkville is requesting the City's bond file matters be released and transferred to James Durkin and Randal Kulat, now of Croke Fairchild Duarte & Beres, LLP, and appoint Croke Fairchild Duarte & Beres, LLP as the City's new bond counsel. So moved by Alderman Koch; seconded by Alderman Marek.

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

Resolution 2024-28 **Authorizing the Purchase of a Ford F-250 Truck from Gjovik, in an Amount Not to Exceed \$52,159.11**
(CC 2024-49)

Mayor Purcell entertained a motion to approve the Resolution Authorizing the Purchase of a Ford F-250 Truck from Gjovik Ford, in an Amount Not to Exceed \$52,159.11 and authorize the Mayor to execute. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

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

Ordinance 2024-29 **Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Meyer Trust)**
(CC 2024-50)

Mayor Purcell entertained a motion to approve the Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains (Meyer Trust) and authorize the Mayor to execute. So moved by Alderman Tarulis; seconded by Alderman Koch.

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

Appointments to Boards and Commissions
(CC 2024-51)

Mayor Purcell entertained a motion to approve the Mayor's appointment of Dan Lane to the Park Board for a term ending May 2027, the appointment of Jorge Ayala to the Park Board for a term ending May 2028, and the appointment of Wendy Gatz to the Library Board for a term ending May 2027. So moved by Alderman Soling; seconded by Alderman Marek.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2024-30 **Repealing and Replacing Title 3, Chapter 10 of the Yorkville City Code (Tattoo and Body Piercing Establishments)**
(EDC 2024-42)

Alderman Plocher made a motion to approve an Ordinance Repealing and Replacing Title 3, Chapter 10 of the Yorkville City Code (Tattoo and Body Piercing Establishments); seconded by Alderman Marek.

Mayor Purcell shared that he understands people have concerns, but this new ordinance will limit the license to one, and their hours of operation are 10 a.m. to 6 p.m. and closed on Sundays. Alderman Funkhouser said he did want to look at the setbacks but appreciated the quantity restriction at the council's discretion. He then asked if the Council eliminated this ordinance and if any licenses in place would be grandfathered, to which Attorney Orr said yes. Alderman Transier asked if the license could be transferred to new owners, to which Attorney Orr said no. He shared that he has no objections to tattoo parlors, and regarding the location, he said he hears more of the bands at Roadhouse than what he will most likely hear from a tattoo parlor. Alderman Koch asked if there are any guidelines on façade to which City Administrator Olson said it would be only what has been previously granted for that location.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

FORE! Yorkville Golf Outing

Parks and Recreation Director Evans reminded the Council that the Yorkville Educational Foundation school and city golf outing will occur on Thursday, June 13, 2024, from 7:00 a.m. to 2:00 p.m. at Blackberry Oaks Golf Course.

Summer Solstice

Parks and Recreation Director Evans reported that the Summer Solstice event will take place on Friday, June 21st and Saturday, June 22, 2024 at Riverfront Park in downtown Yorkville. Additional information can be found on the Summer Solstice website at <https://solsticemusicfest.com/>.

Independence Day Celebration

Parks and Recreation Director Evans shared that the Independence Day Celebrations will take place on Thursday, July 4th starting with the parade at 9:00 a.m. at the Yorkville High School and ending at Town Square Park. Activities will take place in Town Square. The fireworks show will begin at dusk at the corner of Route 47 and Countryside Parkway.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Alderman Soling reported that the Library Board is pleased to report the passing of Senate Bill 3563, which lowers the threshold for its treasury bond. It has been lowered to 10 percent, saving the library a significant amount of money. Alderman Soling also reported the Library's numbers are up 19 percent this year versus last year.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Buildings Updates

(CC 2021-04)

No report.

Water Study Update

(CC 2021-38)

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Molly Krempski, a Yorkville resident, recured founding principles in the context of pride month. She shared that she was grateful that the City did not celebrate and shared reasons why we can never do so in good consciousness. Ms. Krempski then read quotes from the Articles of Confederation of the United Colonies of New England.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

So moved by Alderman Marek; seconded by Alderman Funkhouser.

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

The Minutes of the Regular Meeting of the City Council – June 11, 2024 – Page 5 of 5

The City Council entered executive session at 7:50 p.m.

The City Council returned to regular session at 8:32 p.m.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:33 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – June 25, 2024

Meeting and Date: City Council – July 9, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Monica Cisija Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, JUNE 25, 2024**

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

Deputy Clerk Cisija called the roll.

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

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

Staff in attendance electronically: none

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

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

<https://us02web.zoom.us/j/82610975411?pwd=i3AMdjorZnhtJRx4oy61LV6a0EbwWn.1>.

The Zoom meeting ID was 826 1097 5411.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Bill Payments for Approval
 - \$ 336,240.15 (vendors – FY 24)
 - \$ 915,932.61 (vendors – FY 25)
 - \$ 446,200.75 (payroll period ending 06/07/24)
 - \$ 1,698,373.51 (total)
2. 2023 Water Main Replacement Contract B – Balancing Change Order No. 2 – *approve the 2023 Water Main Replacement Contract B – Balancing Change Order No. 2 and authorize the Mayor to execute (PW 2024-47)*
3. Corneils Road Interceptor Sewer – Balancing Change Order No. 3 – *authorize the Corneils Road Interceptor Sewer – Balancing Change Order No. 3 and authorize the Mayor to execute (PW 2024-48)*

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

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

REPORTS

MAYOR'S REPORT

Appointments to Boards and Commissions (CC 2024-52)

Mayor Purcell entertained a motion to approve the Mayor's appointment of Kelly Diederich to the Park Board for a term ending May 2029, the appointment of Sash Dumanovic to the Park Board for a term ending May 2028, the appointment of Tara Schumacher to the Library Board for a term ending May 2027, and the appointment of Ruben Rodriguez to the Fire and Police Commission for a term ending May 2027. So moved by Alderman Transier; seconded by Alderman Corneils.

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

Downtown Grant – Planning Contract (CC 2024-53)

Mayor Purcell entertained a motion to approve the downtown grant planning support contract with The Lakota Group for a fixed rate of \$24,925 plus reimbursable expenses and authorize the Mayor to execute. So moved by Alderman Transier; seconded by Alderman Tarulis.

City Administrator Olson stated the downtown planning grant is due on July 22nd. The Lakota Group was used for the 2016 Comprehensive Plan and has won statewide awards. He stated feedback is needed for the branding component, and "Hydraulic District" was unique to Yorkville; however, a name is possible.

Scott Freres, The Lakota Group president, explained that this project is important in building communities and building community space. He stated they are only successful when everyone participates. The Lakota Group is currently working on four communities within the Chicagoland area, as well as a couple of out-of-state communities, some of which are being funded by the same grant. Mr. Freres stated this is an economic development tool to leverage businesses to reinvest in their properties and bring people to the downtown area. He stated that the idea of developing a community space is successful when it is programmed, and plans need to be tailored to what is realistically achievable by starting small and programming it to be used all year round. Mr. Freres stated Bourbonnais, Illinois, is at the three-fourths point of a major construction event. They are developing a town square, and they leveraged part of the grant against the Chicago Bears, who left its Bourbonnais training camp. The space they are developing will have bandshells, splash pads, bathrooms, a community park, and open space for gatherings. Mr. Freres stated this has sparked local businesses to expand themselves in order to take advantage of this.

Mr. Freres also stated The Lakota Group broke ground two weeks ago in downtown Tinley Park at Harmony Square with the same program to energize a downtown that has drifted off over the years, and they are almost at the completion of Antioch, Illinois.

Alderman Koch asked for ideas for reimbursable expenses. Mr. Freres stated there are prints and plots that go along with developing a booklet or packet that has to go to the State, and those are the costs. Alderman Koch stated those costs should be in the number Mr. Freres is showing. Mr. Freres responded that they always separate it because sometimes they never get to it and try to itemize it because some people want to see it. Alderman Funkhouser asked if it would go over \$25,000. City Administrator Olson stated it might, and he asked Attorney Orr if we needed to amend the motion. Attorney Orr responded that we say plus reimbursable expenses and the importance is that it is understood that reimbursable expenses would be the costs of operation. Attorney Orr does not believe there is a need to amend the motion, mainly because there is a discussion tonight regarding Alderman Funkhouser's question. Mr. Freres stated that professional fees are certain itemized numbers vs. reimbursable expenses, which fluctuate. Alderman Transier wanted to know The Lakota Group's past success rate in helping communities obtain these grants. Mr. Freres stated 30% and 30% is successful in the real marketplace. He stated they are looking at the community, the economic conditions, and the leadership structure to move this forward for the intended purpose. Mr. Freres stated it is about bringing business to town, supporting the businesses, and developing a future business model to bring people to an active and vibrant

downtown. Alderman Koch stated this has been stagnant for 20 years, and they showed at the last meeting that they were supporting the purchase of the property from the beginning, and who knows how long it would have sat that way.

Motion approved by a roll call vote. Ayes-6 Nays-0 Present-1
Funkhouser-present, Tarulis-aye, Transier-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

PUBLIC WORKS COMMITTEE REPORT

**Public Works Equipment and Trucks Purchase
(PW 2024-49)**

Resolution 2024-29 a. Authorizing the Purchase of a Trackless Tractor from E.J. Equipment, Inc. in an Amount Not to Exceed \$238,038

Alderman Koch made a motion to approve a Resolution Authorizing the Purchase of a Trackless Tractor from E.J. Equipment, Inc., in an Amount Not to Exceed \$238,038; seconded by Alderman Plocher.

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

Resolution 2024-30 b. Authorizing the Purchase of a Ford F-350 Truck from Haggarty Ford, in an Amount Not to Exceed \$56,241

Alderman Koch made a motion to approve a Resolution Authorizing the Purchase of a Ford F-350 Truck from Haggarty Ford, in an Amount Not to Exceed \$56,241; seconded by Alderman Plocher.

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

**Resolution 2024-31 Approving an Intergovernmental Agreement Between the United City of Yorkville and Yorkville-Bristol Sanitary
(PW 2024-50)**

Alderman Koch made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Yorkville-Bristol Sanitary District; seconded by Alderman Transier.

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

**Lake Michigan South Receiving Station –
Design Engineering Agreement
(PW 2024-51)**

Alderman Koch made a motion to approve the Lake Michigan South Receiving Station – Agreement for Professional Services – Design Engineering Agreement and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

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

**Lake Michigan North Receiving Station –
Design Engineering Agreement
(PW 2024-52)**

Alderman Koch made a motion to approve the Lake Michigan North Receiving Station – Agreement for Professional Services – Design Engineering Agreement and authorize the Mayor and City Clerk to execute; seconded by Alderman Transier.

Alderman Koch explained that this does not include the towers. EEI Engineer Sanderson explained these contracts are just for the receiving stations.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

WGN Radio Hometown Takeover

Parks and Recreation Director Evans shared that the WGN radio takeover will occur on Thursday, June 27, 2024, and there will be various speakers on the radio throughout the day. A video will also be released on Thursday.

Movies Under the Stars

Parks and Recreation Director Evans shared the first Movies Under the Stars night, a partnership with the Village of Oswego, will be held on Thursday, June 27, 2024, at Venue 1012 located 1012 Station Drive, Oswego, Illinois. Additional information can be found at <https://www.facebook.com/CityofYorkville/posts/849227217229260/>.

Independence Day Celebration

Parks and Recreation Director Evans reminded that July 4th parade starts at 9:00 a.m. in Town Square and there will be a City Council float in the parade. There will be all-day activities at Town Square and fireworks at night at Countryside Parkway and Route 47. Additional information can be found at <https://www.yorkville.il.us/567/Independence-Day-Celebration>.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Buildings Updates
(CC 2021-04)

No report.

Water Study Update
(CC 2021-38)

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:28 p.m.

Minutes submitted by:

Monica Cisija,
Deputy Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #3

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – July 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900148	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-A.SIMMONS-A	05/30/24	01	NICOR-4/2-5/2 651 PRAIRIE		01-110-54-00-5480	366.49
			02	POINTE DR		** COMMENT **	
			03	VERIZON-4/2-5/1 IN CAR UNITS		01-210-54-00-5440	648.18
						INVOICE TOTAL:	1,014.67 *
	062524-E.WILLRETT-A	05/30/24	01	METRO WEST-FEB 2024		01-110-54-00-5412	45.00
			02	LEGISLATIVE		** COMMENT **	
			03	BREAKFAST-FUNKHOUSER		** COMMENT **	
			04	METRO WEST-MAR 2024		01-110-54-00-5412	100.00
			05	NETWORKING DINNER-PURCELL AND		** COMMENT **	
			06	OLSON		** COMMENT **	
			07	FV OCCUPATIONAL HEALTH-DRUG		79-795-54-00-5462	160.00
			08	TESTING		** COMMENT **	
			09	FV OCCUPATIONAL HEALTH-DRUG		01-210-54-00-5462	40.00
			10	TESTING		** COMMENT **	
						INVOICE TOTAL:	345.00 *
	062524-G.NELSON-A	05/30/24	03	YORK POST-BLACKBERRY MAILING		01-220-54-00-5452	17.62
			04	AMAZON-FILE FOLDERS		01-220-56-00-5610	142.12
			05	STAPLES-RETURNED PAPER CREDIT		01-220-56-00-5610	-6.74
			06	STAPLES-HANGING FOLDERS		01-220-56-00-5610	114.56
						INVOICE TOTAL:	267.56 *
	062524-J.BEHLAND-A	05/30/24	01	TRIBUNE-2024 LOCAL ROADS		23-230-60-00-6025	204.01
			02	PROGRAM BID		** COMMENT **	
			03	TRIBUNE-BLACKBERRY OAKS		01-110-54-00-5426	315.72
			04	ANNEXATION PH NOTICE		** COMMENT **	
						INVOICE TOTAL:	519.73 *
	062524-J.JACKSON-A	05/30/24	01	MENARDS#042924-BLUEDEF		52-520-56-00-5695	163.00
						INVOICE TOTAL:	163.00 *
	062524-J.NAVARRO-A	05/30/24	01	AMAZON-BATTERY		24-216-56-00-5656	39.58
			02	HOME DEPO-INSECT SPRAY		24-216-56-00-5656	12.94
						INVOICE TOTAL:	52.52 *
	062524-K.BALOG-A	05/30/24	01	AMAZON-KLEENEX, IBUPROFEN		01-210-56-00-5610	35.05
			02	KENDALL PRINT-NOTARY STAMPS		01-210-54-00-5430	207.20
			03	AMAZON-STANDING DESK, DESK		01-210-56-00-5610	628.70
			04	ORGANIZERS		** COMMENT **	
			05	ACCURINT-APR 2024 SEARCHES		01-210-54-00-5462	200.00
						INVOICE TOTAL:	1,070.95 *
	062524-K.GREGORY-A	05/30/24	01	FACEBOOK-REGISTRATION POST		79-795-54-00-5426	14.71
						INVOICE TOTAL:	14.71 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900148	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-K.JONES-A	05/30/24	01	UNIFIRST-FIRST AID SUPPLIES		52-520-56-00-5620	82.61
			02	ARENSON#247485-APR 2024 GAS		01-410-56-00-5695	117.93
			03	ARENSON#247485-APR 2024 GAS		51-510-56-00-5695	117.93
			04	ARENSON#247485-APR 2024 GAS		52-520-56-00-5695	117.93
			05	ARENSON#248561-APR 2024 DIESEL		51-510-56-00-5695	505.51
			06	ARENSON#247484-APR 2024 DIESEL		01-410-56-00-5695	230.06
			07	ARENSON#247484-APR 2024 DIESEL		51-510-56-00-5695	230.07
			08	ARENSON#247484-APR 2024 DIESEL		52-520-56-00-5695	230.07
			09	ARENSON#248563-APR 2024 GAS		51-510-56-00-5695	1,026.68
			10	ARENSON#247483-APR 2024 GAS		01-410-56-00-5695	403.51
			11	ARENSON#247483-APR 2024 GAS		51-510-56-00-5695	403.50
			12	ARENSON#247483-APR 2024 GAS		52-520-56-00-5695	403.50
			13	TCP-STREET SIGNS		23-230-56-00-5642	1,478.50
			14	METROPOLITAIN INDUSTRIES-APR		52-520-54-00-5444	360.00
			15	2024 LIFT STATION METRO CLOUD		** COMMENT **	
			16	DATA SERVICE		** COMMENT **	
			17	AMPERAGE-LAMPS, TORKS, TAPE,		23-230-56-00-5642	596.09
			18	INSULATING BOOTS, WIRE NUTS		** COMMENT **	
			19	AMPERAGE-LAMPS		23-230-56-00-5642	31.02
			20	AMPERAGE-PVC GUARD		23-230-56-00-5642	48.98
			21	AMPERAGE-CONCRETE		23-230-56-00-5642	231.44
			22	WATER PRODUCTS-BUSHING, BAND		51-510-56-00-5640	3,023.25
			23	REPAIR CLAMPS		** COMMENT **	
			24	FIRST PLACE-TRENCHER		23-230-56-00-5642	214.32
			25	ARNESON#249029-APR 2024 GAS		01-410-56-00-5695	79.77
			26	ARNESON#249029-APR 2024 GAS		51-510-56-00-5695	79.78
			27	ARNESON#249029-APR 2024 GAS		52-520-56-00-5695	79.78
			28	ARNESON#249028-APR 2024 GAS		01-410-56-00-5695	376.91
			29	ARNESON#249028-APR 2024 GAS		51-510-56-00-5695	376.91
			30	ARNESON#249028-APR 2024 GAS		52-520-56-00-5695	376.91
			31	CINTAS-APR 2024 CINTASNET		51-510-54-00-5445	94.38
			32	MONITORING AT 610 TOWER		** COMMENT **	
			33	CINTAS-APR 2024 CINTASNET		51-510-54-00-5445	94.38
			34	MONITORING AT 3299 LEHMAN CR		** COMMENT **	
			35	CINTAS-APR 2024 CINTASNET		51-510-54-00-5445	94.38
			36	MONITORING AT 2224 TREMONT		** COMMENT **	
			37	WELDSTAR-CYLINDER RENTAL		51-510-54-00-5485	79.36
			38	GJOVIKS#441591-OIL CHANGE		01-410-56-00-5628	54.44
			39	AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,118.36
				INVOICE TOTAL:			12,758.26 *
	062524-M.CARYLE-A	05/30/24	01	NEMRT-PATROL RESPONSE TO		01-210-54-00-5412	80.00
			02	INTERNET CRIMES TRAINING		** COMMENT **	
			03	NEMRT-ADAPTIVE LEADER		01-210-54-00-5412	100.00
			04	TRAINING		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900148	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-M.CARYLE-A	05/30/24	05	SHADOW DRAGON-SOCIALNET		25-205-60-00-6060	4,000.00
			06	IDENTITY MANAGEMENT QUERY		** COMMENT **	
			07	SUBSCRIPTION		** COMMENT **	
			08	ALL TRAFFIC SOLUTIONS-APP,		01-210-54-00-5462	4,500.00
			09	TRAFFIC SUITE, EQUIPMENT		** COMMENT **	
			10	MANAGEMENT, ALERTS, MAPPING		** COMMENT **	
			11	AND PREMIER CARE RENEWAL		** COMMENT **	
			12	GJOVIKS#441486-SHOCK REPAIR		01-210-54-00-5495	467.78
			13	GJOVIKS#441075-STEERING REPAIR		01-210-54-00-5495	1,534.32
			14	GJOVIKS#441731-REPLACE POWER		01-210-54-00-5495	314.63
			15	STEERING RACK		** COMMENT **	
			16	GJOVIKS#442004-REPLACE		01-210-54-00-5495	2,074.70
			17	STEERING RACK, WHEEL BEARINGS		** COMMENT **	
			18	GJOVIKS#441947-REPLACE SWAY		01-210-54-00-5495	2,145.67
			19	BAR		** COMMENT **	
				INVOICE TOTAL:			15,217.10 *
	062524-P.MCMAHON-A	05/30/24	01	AMAZON-PEPPER BALL INSERTS		01-210-56-00-5620	364.80
			02	O'HERRON-SERVICE		01-210-56-00-5600	931.09
			03	UNIFORM-BONNER		** COMMENT **	
			04	AMAZON-AIR WEDGE PUMP		01-210-56-00-5620	33.27
			05	GALLS-NAMETAGS		01-210-56-00-5600	35.42
			06	PETTINGBONE-DIGITAL PHOTO ID		01-210-54-00-5462	19.00
				INVOICE TOTAL:			1,383.58 *
	062524-R.FREDRICKSON	05/30/24	01	COMCAST-4/13-5/12 INTERNET AT		51-510-54-00-5440	119.85
			02	610 TOWER WATER PLANT		** COMMENT **	
			03	COMCAST-4/15-5/14 INTERNET AND		79-795-54-00-5440	221.47
			04	CABLE AT 102 E VAN EMMON		** COMMENT **	
				INVOICE TOTAL:			341.32 *
	062524-R.HORNER	05/30/24	01	MENARDS#042924-FREEZER		25-225-60-00-6010	799.00
				INVOICE TOTAL:			799.00 *
	062524-R.MIKOLASEK-A	05/31/24	01	FIRST RESPONDERS-INDIVIDUAL		01-210-54-00-5462	185.00
			02	DEBRIEF		** COMMENT **	
			03	FIRST RESPONDERS-35 WELLNESS		01-210-54-00-5462	6,475.00
			04	VISITS FOR 35 STAFF		** COMMENT **	
			05	MACON COUNTY LAW-BLEA		01-210-54-00-5412	8,075.00
			06	TUITION-REYES		** COMMENT **	
			07	WELLNOW URGENT CARE-BLOOD		01-210-54-00-5411	575.00
			08	WORK-BONNER		** COMMENT **	
				INVOICE TOTAL:			15,310.00 *
	062524-S.REDMON-A	05/30/24	01	DOLLAR TREE#042924-DISH SOAP		79-795-56-00-5607	10.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900148	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-S.REDMON-A	05/30/24	02	AMAZON-BEACH PARTY SUPPLIES		79-795-56-00-5606	129.43
			03	AMAZON-CURRENCY COUNTER		25-225-60-00-6060	1,399.99
			04	AMAZON-VOLLEYBALL NET, GAMES		79-795-56-00-5606	183.95
			05	AMAZON-CRICUT CART		25-225-60-00-6060	428.47
			06	AMAZON-CRICUT SUPPLIES		79-795-56-00-5606	25.21
			07	AT&T-4/24-5/23 INTERNET FOR		79-795-54-00-5440	104.70
			08	TOWN SQUARE PARK SIGN		** COMMENT **	
			09	WEBSTAIRANT-2 ICE BIN/COOLERS		25-225-60-00-6060	1,275.93
			10	4 IMPRINT-GOLF OUTING SUPPLIES		79-795-56-00-5606	629.41
			11	SMITHEREEN-APR 2024 BEST		79-795-54-00-5495	74.00
			12	CONTROL		** COMMENT **	
			13	ARNESON#249028-APR 2024 GAS		79-790-56-00-5695	1,130.73
			14	AMPERAGE#2013239-PHOTOCELLS		79-790-56-00-5640	10.65
			15	AMPERAGE#2075111-LIGHTS		79-790-56-00-5640	21.92
			16	AMPERAGE#2039562-LIGHTS		79-790-56-00-5640	669.60
			17	AMPERAGE#2059544-GLOBES		79-790-56-00-5640	578.10
			18	GOLD MEDAL#413496-BEECHER		79-795-56-00-5607	412.40
			19	CONCESSION SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			7,084.49 *
	062524-S.SENDRA	05/30/24	01	HOBBY LOBBY-PAPER CRAFTS		79-795-56-00-5606	41.86
			02	DOLLAR TREE-SWIM NOODLES		79-795-56-00-5606	10.00
			03	AMAZON-PINE CRAFT FRAMES		79-795-56-00-5606	32.96
				INVOICE TOTAL:			84.82 *
	062524-S.SLEEZER-A	05/30/24	01	GROUND EFFECTS#493128-MULCH		79-790-56-00-5640	1,670.50
				INVOICE TOTAL:			1,670.50 *
	062524-T.MILSCHEWSKI	05/30/24	01	MENARDS#043024-HOSE CLAMP		24-216-56-00-5656	2.56
				INVOICE TOTAL:			2.56 *
	062524-UCOY-A	05/30/24	01	VIRTRA-VIRTUAL SIMULATOR		25-205-60-00-6060	240,176.80
			02	INSTALLATION AND TRAINING		** COMMENT **	
				INVOICE TOTAL:			240,176.80 *
				CHECK TOTAL:			298,276.57
				TOTAL AMOUNT PAID:			298,276.57

CHECK DATE: 06/26/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
540877	FISCHER	FISCHER EXCAVATING, INC						
	051024-PAY	ESTIMATE	05/10/24	01	ENGINEERS PAYMENT ESTIMATE	52-520-60-00-6092	19,282.00	
				02	4-CORNEILS ROAD INTERCEPTOR	** COMMENT **		
				03	SEWER	** COMMENT **		
					INVOICE TOTAL:		19,282.00 *	
					CHECK TOTAL:		19,282.00	
					TOTAL AMOUNT PAID:		19,282.00	



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

DATE: 07/01/24
TIME: 10:47:52
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

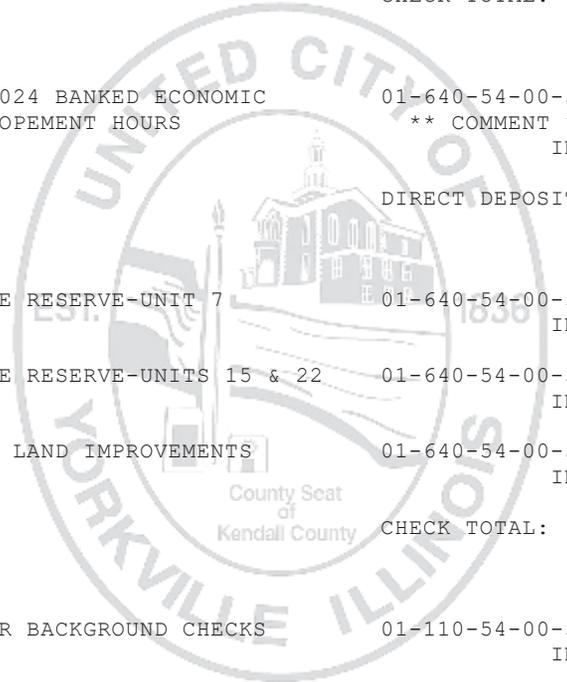
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CHECK DATE: 07/09/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
540953	ILTREASU	STATE OF ILLINOIS TREASURER						
	125849-BALANCE		11/01/23	01	ILLINOIS 47 & US 34 WORK	23-230-60-00-6059	14,928.10	
				02	ILLINOIS 47 & US 34 WORK	51-510-60-00-6059	3,545.00	
				03	ILLINOIS 47 & US 34 WORK	52-520-60-00-6059	187.00	
					INVOICE TOTAL:		18,660.10 *	
					CHECK TOTAL:		18,660.10	
					TOTAL AMOUNT PAID:		18,660.10	

INVOICES DUE ON/BEFORE 07/09/2024

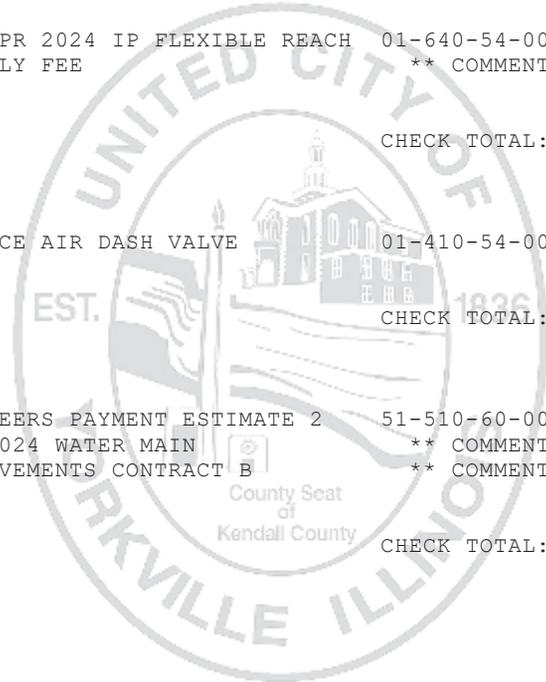
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540879	AACVB	AURORA AREA CONVENTION						
	3/24-HOLIDAY	06/26/24	01	MAR 2024 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		4,961.63	
						INVOICE TOTAL:	4,961.63 *	
	4/24-HOLIDAY	06/26/24	01	APR 2024 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		5,287.01	
						INVOICE TOTAL:	5,287.01 *	
						CHECK TOTAL:	10,248.64	
D003555	DLK	DLK, LLC						
	287-A	06/28/24	01	APR 2024 BANKED ECONOMIC	01-640-54-00-5486		4,500.00	
			02	DEVELOPEMENT HOURS	** COMMENT **			
						INVOICE TOTAL:	4,500.00 *	
						DIRECT DEPOSIT TOTAL:	4,500.00	
540880	EEI	ENGINEERING ENTERPRISES, INC.						
	80572	06/26/24	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465		752.00	
						INVOICE TOTAL:	752.00 *	
	80573	06/26/24	01	GRANDE RESERVE-UNITS 15 & 22	01-640-54-00-5465		408.50	
						INVOICE TOTAL:	408.50 *	
	80592	06/26/24	01	GAWNE LAND IMPROVEMENTS	01-640-54-00-5465		262.50	
						INVOICE TOTAL:	262.50 *	
						CHECK TOTAL:	1,423.00	
540881	ILPD4778	ILLINOIS STATE POLICE						
	043024-4790	04/30/24	01	LIQUOR BACKGROUND CHECKS	01-110-54-00-5462		84.75	
						INVOICE TOTAL:	84.75 *	
						CHECK TOTAL:	84.75	



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

INVOICES DUE ON/BEFORE 07/09/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540882	ILPD4811	ILLINOIS STATE POLICE						
	043024-4811	04/30/24	01	BACKGROUND CHECKS	79-790-54-00-5462		56.50	
			02	BACKGROUND CHECK	79-795-54-00-5462		28.25	
						INVOICE TOTAL:	84.75 *	
						CHECK TOTAL:	84.75	
540883	KENCOM	KENCOM PUBLIC SAFETY DISPATCH						
	620-A	06/01/24	01	MAR-APR 2024 IP FLEXIBLE REACH	01-640-54-00-5449		77.04	
			02	MONTHLY FEE	** COMMENT **			
						INVOICE TOTAL:	77.04 *	
						CHECK TOTAL:	77.04	
540884	MECHANIC	MECHANICS LAB LLC						
	4977	04/12/24	01	REPLACE AIR DASH VALVE	01-410-54-00-5490		569.53	
						INVOICE TOTAL:	569.53 *	
						CHECK TOTAL:	569.53	
540885	WINNINGE	WINNINGER EXCAVATING INC.						
	PAY EST.2	06/18/24	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6025		620,803.39	
			02	FOR 2024 WATER MAIN	** COMMENT **			
			03	IMPROVEMENTS CONTRACT B	** COMMENT **			
						INVOICE TOTAL:	620,803.39 *	
						CHECK TOTAL:	620,803.39	
TOTAL CHECKS PAID:							633,291.10	
TOTAL DEPOSITS PAID:							4,500.00	
TOTAL AMOUNT PAID:							637,791.10	
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL	
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF	
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF	
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF	
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW	
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT	
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL					



UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131240	KCR	KENDALL COUNTY RECORDER'S			06/04/24		
	4005972	06/04/24	01	ORDINANCE REPEALING A PUD		01-110-54-00-5462	57.00
			02	AGREEMENT FOR THE EAST VILLAGE		** COMMENT **	
			03	OF WESTBURY		** COMMENT **	
						INVOICE TOTAL:	57.00 *
						CHECK TOTAL:	57.00
						TOTAL AMOUNT PAID:	57.00



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

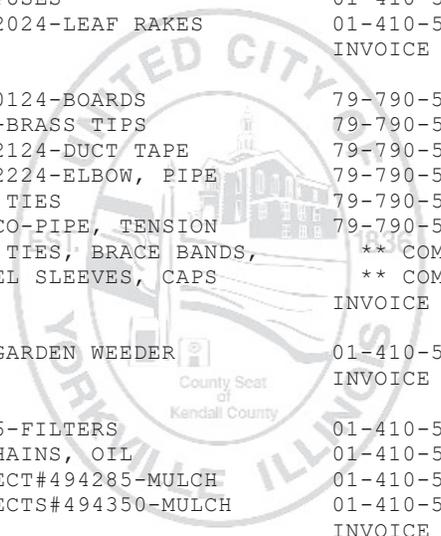
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131241	KCR	KENDALL COUNTY RECORDER'S			06/14/24		
	4006516	06/14/24	01	BRIGHT FARMS EASEMENT-COMED-		52-520-54-00-5462	57.00
			02	SEWER		** COMMENT **	
						INVOICE TOTAL:	57.00 *
						CHECK TOTAL:	57.00
						TOTAL AMOUNT PAID:	57.00



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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-A.SIMMONS-B	05/30/24	01	GOTO-MAY 2024 PHONE SERVICES		01-110-54-00-5440	172.14
			02	GOTO-MAY 2024 PHONE SERVICES		01-220-54-00-5440	172.14
			03	GOTO-MAY 2024 PHONE SERVICES		01-120-54-00-5440	86.07
			04	GOTO-MAY 2024 PHONE SERVICES		79-795-54-00-5440	172.14
			05	GOTO-MAY 2024 PHONE SERVICES		01-210-54-00-5440	860.71
			06	COMCAST-4/20-5/19 INTERNET AT		01-110-54-00-5440	47.62
			07	651 PP		** COMMENT **	
			08	COMCAST-4/20-5/19 INTERNET AT		01-220-54-00-5440	42.33
			09	651 PP		** COMMENT **	
			10	COMCAST-4/20-5/19 INTERNET AT		01-120-54-00-5440	21.16
			11	651 PP		** COMMENT **	
			12	COMCAST-4/20-5/19 INTERNET AT		79-790-54-00-5440	42.33
			13	651 PP		** COMMENT **	
			14	COMCAST-4/20-5/19 INTERNET AT		79-795-54-00-5440	42.33
			15	651 PP		** COMMENT **	
			16	COMCAST-4/20-5/19 INTERNET AT		01-210-54-00-5440	211.65
			17	651 PP		** COMMENT **	
			18	IMPACT-MANAGED SERVICES BUYOUT		51-510-56-00-5620	341.89
			19	IMPACT-MANAGED SERVICES BUYOUT		01-120-56-00-5610	683.78
			20	IMPACT-MANAGED SERVICES BUYOUT		01-110-56-00-5610	341.89
				INVOICE TOTAL:			3,238.18 *
	062524-B.BEHRNS-B	05/30/24	01	MENARDS#052224-BOLTS		01-410-56-00-5630	8.36
			02	MENARDS#050724-BOARDS		01-410-56-00-5620	11.57
			03	MCCULLOUGH-V-BELTS		01-410-56-00-5628	539.95
				INVOICE TOTAL:			559.88 *
	062524-B.BLYSTONE	05/30/24	01	MSI-TEST TRANSACTION		01-000-48-00-4850	1.00
			02	AMAZON-PRINTER PAPER		01-110-56-00-5610	117.30
			03	AMAZON-FILE FOLDERS		01-110-56-00-5610	14.27
			04	AMAZON-FILE FOLDERS		01-110-56-00-5610	60.33
			05	AMAZON-ENVELOPES		01-110-56-00-5610	37.98
			06	AMAZON-PENS, LABELS, WIPES		01-110-56-00-5610	39.15
			07	PRINTER PAPER		01-110-56-00-5610	156.40
				INVOICE TOTAL:			426.43 *
	062524-B.OLSON-B	05/30/24	01	ICSC CONFERENCE PARKING		01-110-54-00-5415	60.00
			02	ICSC CONFERENCE TAXI		01-110-54-00-5415	31.36
			03	ZOOM-4/23-5/22 USER FEES		01-110-54-00-5462	213.96
				INVOICE TOTAL:			305.32 *
	062524-B.VALLS-B	05/30/24	01	MENARDS#050324-RAKE, RESIRATORS		01-410-56-00-5630	96.48
			02	YORK ACE-STIHL HP ULTRA OIL		01-410-56-00-5620	32.99
			03	GROUND EFFECT#494383-MULCH		01-410-56-00-5640	173.25
				INVOICE TOTAL:			302.72 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-C.HAYES	05/30/24	01	MENARDS#051124-PROPANE		01-210-56-00-5620	43.13
						INVOICE TOTAL:	43.13 *
	062524-D.BROWN-B	05/30/24	01	MENARDS#050824-COUPLER		51-510-56-00-5638	23.92
			02	GRAINGER-GAS CYLINDER		52-520-56-00-5613	299.75
						INVOICE TOTAL:	323.67 *
	062524-D.HENNE-B	05/30/24	01	YORK ACE-FUSES		01-410-56-00-5620	7.59
			02	HOME DEPO-FUSES		01-410-56-00-5620	12.98
			03	MENARDS#052024-LEAF RAKES		01-410-56-00-5630	51.96
						INVOICE TOTAL:	72.53 *
	062524-D.SMITH	05/30/24	01	MENARDS#050124-BOARDS		79-790-56-00-5640	8.58
			02	RURAL KING-BRASS TIPS		79-790-56-00-5640	15.98
			03	MENARDS#052124-DUCT TAPE		79-790-56-00-5620	15.85
			04	MENARDS#052224-ELBOW, PIPE		79-790-56-00-5640	62.15
			05	AMAZON-ZIP TIES		79-790-56-00-5620	62.35
			06	MASTER HALCO-PIPE, TENSION		79-790-56-00-5646	4,031.94
			07	BARS, ALUM TIES, BRACE BANDS,		** COMMENT **	
			08	POSTS, STEEL SLEEVES, CAPS		** COMMENT **	
						INVOICE TOTAL:	4,196.85 *
	062524-E.DHUSE-B	05/30/24	01	HOME DEPO-GARDEN WEEDER		01-410-56-00-5630	32.60
						INVOICE TOTAL:	32.60 *
	062524-E.HERNANDEZ-B	05/30/24	01	NAPA#365106-FILTERS		01-410-56-00-5628	21.39
			02	YORK ACE-CHAINS, OIL		01-410-56-00-5630	149.95
			03	GROUND EFFECT#494285-MULCH		01-410-56-00-5640	173.25
			04	GROUND EFFECTS#494350-MULCH		01-410-56-00-5640	173.25
						INVOICE TOTAL:	517.84 *
	062524-E.WILLRETT-B	05/30/24	01	METRO WEST-ANNUAL DUES		01-110-54-00-5460	10,766.50
			02	DELL-MICROSOFT LICENSING		01-640-54-00-5450	677.85
			03	AMAZON-ETHERNET CABLE		01-110-56-00-5610	61.47
						INVOICE TOTAL:	11,505.82 *
	062524-G.JOHNSON-B	05/30/24	01	MENARDS#050924-HEX NUTS		51-510-56-00-5620	5.99
			02	GAS-N-WASH-CAR WASH		51-510-54-00-5490	10.00
			03	MENARDS#050324-BATTERIES,		51-510-56-00-5665	21.56
			04	SAFETY GLASS		** COMMENT **	
			05	MENARDS#051024-ELECTRICAL TAPE		51-510-56-00-5620	24.90
			06	MENARDS#051724-PACKING TAPE		51-510-56-00-5620	8.29
						INVOICE TOTAL:	70.74 *
	062524-G.NELSON-B	05/30/24	01	YORK POST-KELAKA MAILING		90-220-00-00-0011	17.62



CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-G.NELSON-B	05/30/24	02	YORK POST-HAG MAILING		90-221-00-00-0011	17.62
			03	MSI-2 TEST TRANSACTIONS		01-000-48-00-4850	2.00
			04	AMAZON-PRINTER CARTRIDGES		01-220-56-00-5610	289.99
			05	AMAZON-STICKY NOTES		01-220-56-00-5610	23.93
			06	AMAZON-PLASTIC FORKS		01-220-56-00-5620	24.80
			07	YORK POST-HAG MAILING		90-221-00-00-0011	123.18
			08	YORK POST-KEL MAILING		90-220-00-00-0011	174.60
						INVOICE TOTAL:	673.74 *
	062524-G.STEFFENS-B	05/30/24	01	MENARDS#051524-KEY RINGS, STRAW		52-520-56-00-5620	45.02
			02	MENARDS#050824-COUPLING		52-520-56-00-5620	35.04
			03	NAPA#364869-CABLE TERMINAL		52-520-56-00-5628	9.32
			04	UPS-1 PKG SHIPPED		52-520-56-00-5620	20.96
						INVOICE TOTAL:	110.34 *
	062524-J.ANDERSON-B	05/30/24	01	MENARDS#052424-TREE WATERING		79-790-56-00-5620	19.98
			02	BAG		** COMMENT **	
						INVOICE TOTAL:	19.98 *
	062524-J.BAUER-B	05/30/24	01	KARA-NETWORK SOLUTIONS ANNUAL		51-510-54-00-5440	1,575.00
			02	SUBSCRIPTION		** COMMENT **	
						INVOICE TOTAL:	1,575.00 *
	062524-J.BEHLAND-B	05/30/24	01	BEAVER SHREDDING-DOCUMENT		01-120-54-00-5462	342.00
			02	SHREDDING		** COMMENT **	
			03	BEAVER SHREDDING-DOCUMENT		79-795-54-00-5462	342.00
			04	SHREDDING		** COMMENT **	
			05	BEAVER SHREDDING-DOCUMENT		01-110-54-00-5462	342.00
			06	SHREDDING		** COMMENT **	
			07	TRIBUNE-HAGEMANN PZC PH NOTICE		90-229-00-00-0011	880.92
			08	TRIBUNE-KELAKA PZC PH NOTICE		90-220-00-00-0011	395.19
			09	TRIBUNE-HAGEMANN CC PH NOTICE		90-229-00-00-0011	880.92
			10	TRIBUNE-KELAKA CC PH NOTICE		90-220-00-00-0011	390.33
			11	DROPBOX PLUS-ANNUAL		01-110-54-00-5460	119.88
			12	SUBSCRIPTION		** COMMENT **	
						INVOICE TOTAL:	3,693.24 *
	062524-J.GALAUNER-B	05/30/24	01	BSN#925650227-BASEBALL JERSEYS		79-795-56-00-5606	530.00
			02	BSN#925762255-SUMMER		79-795-56-00-5606	2,843.00
			03	BASKETBALL SHIRTS		** COMMENT **	
						INVOICE TOTAL:	3,373.00 *
	062524-J.JACKSON-B	05/30/24	01	MENARDS#050724-COUPLING		52-520-56-00-5620	22.52
			02	MENARDS#050724-COUPLING		52-520-56-00-5620	19.34
			03	MENARDS#052424-TACKY GREASE		52-520-56-00-5628	69.80

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-J.JACKSON-B	05/30/24	04	MENARDS#050724-COUPINGS		52-520-56-00-5640	131.12
			05	ISOS-CDL LICENSE RENEWAL		52-520-54-00-5462	61.35
						INVOICE TOTAL:	304.13 *
	062524-J.JENSEN	05/30/24	01	JEWEL-FLOWERS		01-210-56-00-5650	8.65
			02	LOGO FACTORY-STAFFING SHIRTS		01-210-56-00-5600	389.25
						INVOICE TOTAL:	397.90 *
	062524-J.NAVARRO-B	05/30/24	01	MENARDS#050624-LAMPOLDERS		24-216-56-00-5656	15.88
			02	YORK ACE-KEYS		24-216-56-00-5656	7.98
			03	ENCOMPASS-ASSEMBLY CABLE		24-216-56-00-5656	58.07
			04	ENCOMPASS-CABLE ASSEMBLY		24-216-56-00-5656	99.32
			05	AMAZON-MONITOR SHELVES		24-216-56-00-5656	75.96
			06	AMAZON-FAN MOTOR ASSEMBLY		24-216-56-00-5656	100.58
			07	AMAZON-CORD COVERS		24-216-56-00-5656	15.52
			08	AMAZON-BULB REPLACEMENTS		24-216-56-00-5656	256.18
			09	AMAZON-BALLAST		24-216-56-00-5656	110.51
			10	ENCOMPASS-ASSEMBLY CABLE		24-216-56-00-5656	29.82
			11	AMAZON-PAPER TOWELS, EMERGENCY		24-216-56-00-5656	89.51
			12	LIGHT BATTERY		** COMMENT **	
						INVOICE TOTAL:	859.33 *
	062524-J.PETRAGALLO	05/30/24	01	YORK ACE-WATER		01-220-56-00-5620	11.96
						INVOICE TOTAL:	11.96 *
	062524-J.SLEEZER-B	05/30/24	01	JOHNSONS-STAFF SHIRTS		01-410-56-00-5600	476.91
			02	JOHNSONS-STAFF SHIRTS		51-510-56-00-5600	408.78
			03	JOHNSONS-STAFF SHIRTS		52-520-56-00-5600	136.26
			04	JOHNSONS-STAFF SHIRTS		24-216-56-00-5600	68.21
						INVOICE TOTAL:	1,090.16 *
	062524-J.WEISS	05/30/24	01	TARGET-GIFT CARDS FOR POETRY		82-000-24-00-2480	60.00
			02	CONTEST		** COMMENT **	
			03	TARGET-JUICE		82-820-56-00-5671	16.58
			04	DOLLAR TREE-SUMMER PROGRAM		82-000-24-00-2480	54.25
			05	SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	130.83 *
	062524-K.BALOG-B	05/30/24	01	CNA SURETY-NOTARY RENEWAL		01-210-54-00-5462	30.00
			02	YORK POST-POSTAGE		01-210-54-00-5452	9.63
			03	SHREDIT-MAY 2024 SHREDDING		01-210-54-00-5462	261.94
			04	AMAZON-WIPES, RECEIPT BOOK,		01-210-56-00-5610	231.94
			05	FLASH DRIVES, ENVELOPES, PAPER		** COMMENT **	
			06	CLIPS		** COMMENT **	
			07	COMCAST-MAY 2024 FIBER NETWORK		24-216-54-00-5446	830.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-K.BALOG-B	05/30/24	08	KENDALL PRINT-TRAFFIC STOP		01-210-54-00-5430	155.90
			09	RECEIPT BOOKS		** COMMENT **	
			10	LOGO FACTORY-STAFF JACETS		01-210-56-00-5600	206.50
						INVOICE TOTAL:	1,725.91 *
	062524-K.BARKSDALE-B	05/30/24	01	ADOBE-CREATIVE CLOUD FEE		01-220-54-00-5462	58.43
						INVOICE TOTAL:	58.43 *
	062524-K.GREGORY-B	05/30/24	01	GINIFAB-STAFF HAWAIIAN SHIRTS		01-110-56-00-5610	577.97
			02	BITLY-ANNUAL GROWTH PLAN		79-795-54-00-5462	174.00
			03	BITLY-ANNUAL GROWTH PLAN		82-820-54-00-5462	174.00
			04	IPRA-PROFESSIONAL DEVELOPMENT		79-795-54-00-5412	975.00
			05	SCHOOL REGISTRATION		** COMMENT **	
			06	IPRA-MARKETING SUMMIT		79-795-54-00-5412	37.50
			07	IPRA-MARKETING SUMMIT		82-820-54-00-5412	37.50
						INVOICE TOTAL:	1,975.97 *
	062524-K.IHRIG-B	05/30/24	01	TARGET-WATER		79-795-56-00-5606	4.00
			02	DOLLAR TREE-SWIM NOODLES		79-795-56-00-5606	11.75
			03	AMAZON-PARTY RINGS		79-795-56-00-5606	13.98
						INVOICE TOTAL:	29.73 *
	062524-K.JONES-B	05/30/24	01	MINER#351588-MANAGED SERVICES		01-410-54-00-5462	366.85
			02	RADIO-MAY 2024		** COMMENT **	
			03	MINER#351588-MANAGED SERVICES		51-510-54-00-5462	430.65
			04	RADIO-MAY 2024		** COMMENT **	
			05	MINER#351588-MANAGED SERVICES		52-520-54-00-5462	287.10
			06	RADIO-MAY 2024		** COMMENT **	
			07	MINER#351588-MANAGED SERVICES		79-790-54-00-5462	510.40
			08	RADIO-MAY 2024		** COMMENT **	
			09	CINTAS-MAY-JUN 2024		51-510-54-00-5445	188.77
			10	MONITORING AT 610 TOWER LN		** COMMENT **	
			11	CINTAS-MAY-JUN 2024		51-510-54-00-5445	188.77
			12	MONITORING AT 3299 LEHMAN CR		** COMMENT **	
			13	CINTAS-MAY-JUN 2024		51-510-54-00-5445	188.77
			14	MONITORING AT 2224 TREMONT		** COMMENT **	
			15	AMPERAGE#2075796-BALLAST KITS		23-230-56-00-5642	303.38
			16	BULBS		** COMMENT **	
			17	AMPERAGE#2075824-FUSES		23-230-56-00-5642	233.00
			18	ARNESON#244421-MAY 2024 DIESEL		01-410-56-00-5695	278.05
			19	ARNESON#244421-MAY 2024 DIESEL		51-510-56-00-5695	278.04
			20	ARNESON#244421-MAY 2024 DIESEL		52-520-56-00-5695	278.04
			21	ARNESON#244422-MAY 2024 GAS		01-410-56-00-5695	416.22
			22	ARNESON#244422-MAY 2024 GAS		51-510-56-00-5695	416.22
			23	ARNESON#244422-MAY 2024 GAS		52-520-56-00-5695	416.22
						INVOICE TOTAL:	4,780.48 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-M.BARBANENTE-	05/30/24	01	WALGREENS-INTERNET PHOTOS		79-795-56-00-5606	19.99
			02	SPEEDWAY-ICE		79-795-56-00-5606	27.72
						INVOICE TOTAL:	47.71 *
	062524-M.CARYLE-B	05/30/24	01	HOLIDAY INN-CONFERENCE LODGING		01-210-54-00-5415	1,415.03
			02	FOR CARLYLE & ENK		** COMMENT **	
						INVOICE TOTAL:	1,415.03 *
	062524-M.CISIJA-B	05/30/24	01	MSI-CC TEST TRANSACTION		01-000-48-00-4850	1.00
						INVOICE TOTAL:	1.00 *
	062524-M.MCGREGORY-B	05/30/24	01	MENARDS#050324-ELECTRICAL		51-510-56-00-5620	23.97
			02	TAPE, CABLE TIES		** COMMENT **	
			03	MENARDS#050924-DUCT SEALING		51-510-56-00-5620	2.49
			04	COMPOUND		** COMMENT **	
			05	MENARDS#051324-DRILL BITS,		51-510-56-00-5630	136.63
			06	ANCHORS, SCFEWDRIIVER, PLIERS		** COMMENT **	
						INVOICE TOTAL:	163.09 *
	062524-M.NELSON-B	05/30/24	01	MENARDS#050624-CABLE TIES		01-210-56-00-5620	19.58
						INVOICE TOTAL:	19.58 *
	062524-M.SENG-B	05/30/24	01	MENARDS#052324-CAR WASHING		01-410-56-00-5628	98.76
			02	SUPPLIES		** COMMENT **	
			03	GJOVIKS#442633-BRAKE, ROTOR		01-410-54-00-5490	2,028.75
			04	AND TIE ROD REPAIRS		** COMMENT **	
						INVOICE TOTAL:	2,127.51 *
	062524-P.MCMAHON-B	05/30/24	01	AMAZON-TACTICAL BOOTS		01-210-56-00-5600	109.94
			02	O'HERRON-UNIFORM PANTS		01-210-56-00-5600	86.34
			03	EPOLICE-VISUAL BADGE		01-210-56-00-5620	169.95
			04	INFANTE-SONIC TONIC,SONIC LUBE		01-210-56-00-5620	175.00
			05	AMAZON-GUNSMITHING HAMMER		01-210-56-00-5620	16.66
			06	MENARDS#051024-DEBUG WASH		01-210-56-00-5620	22.80
			07	AMAZON-SPAMER WRENCH		01-210-56-00-5620	32.97
			08	AMAZON-TACTICAL BOOTS		01-210-56-00-5600	156.94
			09	LOGO FACTORY-UNIFORM POLOS		01-210-56-00-5600	99.12
			10	O'HERRON-UNIFORM OXFORD		01-210-56-00-5600	71.96
			11	O'HERRON-SERVICE UNIFORM		01-210-56-00-5600	364.26
			12	O'HERRON-SERVICE UNIFORM		01-210-56-00-5600	269.85
			13	MANTIS-SHOOTING PERFORMANCE		01-210-56-00-5620	274.99
			14	SYSTEM, GLOCK DOUBLE STACK		** COMMENT **	
			15	GOOGLE-MONTHLY NEST AWARE		01-210-54-00-5460	8.00
			16	WASH HOUSE-ALTERATIONS		01-210-56-00-5600	145.60
			17	STREICHERS-2 VESTS		01-210-56-00-5690	1,280.00
						INVOICE TOTAL:	3,284.38 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-P.RATOS-B	05/30/24	01	QUICK LANE-OIL CHANGE		01-220-54-00-5490	55.20
			02	AMAZON-BADGE KEYCHAIN		01-220-56-00-5620	13.99
						INVOICE TOTAL:	69.19 *
	062524-P.SCODRO-B	05/30/24	01	MENARDS#051624-PLIERS		51-510-56-00-5630	10.97
			02	MENARDS#051024-DRILL BITS,		51-510-56-00-5620	41.89
			03	SCREWDRIVER, ANCHORS, CABLE TIES		** COMMENT **	
			04	MENARDS#051024-WIRE LOCK PIN		51-510-56-00-5620	3.98
						INVOICE TOTAL:	56.84 *
	062524-R.CONARD-B	05/30/24	01	MENARDS#050324-COUPPING,		51-510-56-00-5620	94.67
			02	CONTRACT FLAP, TRANSFER PUMP		** COMMENT **	
			03	MENARDS#050924-BUG SPRAYS		51-510-56-00-5638	61.01
						INVOICE TOTAL:	155.68 *
	062524-R.FREDRICKSON	05/30/24	01	GFOA-BUDGET WEBINAR		01-120-54-00-5412	35.00
			02	GFOA-DEVELOPING RFP WEBINAR		01-120-54-00-5412	85.00
			03	GFOA-FISCAL FIRST AID WEBINAR		01-120-54-00-5412	210.00
			04	GFOA-EVALUATING INTERNAL		01-120-54-00-5412	280.00
			05	CONTROLS VIRTUAL TRAINING		** COMMENT **	
			06	GFOA-BUILDING INTERNAL		01-120-54-00-5412	125.00
			07	CONTROLS SEMINAR		** COMMENT **	
			08	GFOA-UTILITY BILLING SEMINAR		01-120-54-00-5412	200.00
			09	NEWTEK-5/11-6/11 WEB HOSTING		01-640-54-00-5450	17.21
			10	COMCAST-4/29-5/28 INTERNET,		79-790-54-00-5440	268.68
			11	VOICE AND CABLE AT 185 WOLF ST		** COMMENT **	
			12	COMCAST-4/30-5/29 INTERNET AT		52-520-54-00-5440	31.58
			13	610 TOWER		** COMMENT **	
			14	COMCAST-4/30-5/29 INTERNET AT		01-410-54-00-5440	126.32
			15	610 TOWER		** COMMENT **	
			16	COMCAST-4/30-5/29 INTERNET AT		51-510-54-00-5440	78.95
			17	610 TOWER		** COMMENT **	
			18	IPASS-TRANSPONDER REFILL		01-000-14-00-1415	20.00
			19	GFOA-BUILDING INTERNAL CONTROL		01-120-54-00-5412	-125.00
			20	WEBINAR CREDIT		** COMMENT **	
						INVOICE TOTAL:	1,352.74 *
	062524-R.HORNER-B	05/30/24	01	FLATSOS-4 NEW TIRES		79-790-54-00-5495	869.16
			02	RURAL KING-SIDE WIND TUBES		79-790-56-00-5640	89.99
			03	MENARDS#051024-ORINGS, WASHERS		79-790-56-00-5640	23.34
			04	GREASE		** COMMENT **	
			05	MENARDS#050824-AKONAFLEX		79-790-56-00-5640	35.98
			06	MENARDS#050324-SPRAY PAINT,		79-790-56-00-5640	87.11
			07	SHIMS, WASHERS, LOCK NUTS,		** COMMENT **	
			08	GORILLA GLUE, ANCHORS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-R.HORNER-B	05/30/24	09	MENARDS#052824-BALL VALVES,		79-790-56-00-5640	110.15
			10	DRAIN VALVE, SOAP SPRAY,		** COMMENT **	
			11	MULCH, HOLE STRAPS		** COMMENT **	
						INVOICE TOTAL:	1,215.73 *
	062524-R.MIKOLASEK-B	05/30/24	01	IACP-ANNUAL ACCREDITATION FEE		01-210-54-00-5460	800.00
			02	IACP-ANNUAL MEMBERSHIPS DUES		01-210-54-00-5460	100.00
			03	MIKE & DENISE-CARRYOUT FOOD		01-210-54-00-5411	31.56
			04	AMAZON-STOPWATCH		01-210-54-00-5411	16.98
			05	MENARDS#051624-DRINKS		01-210-56-00-5620	19.94
			06	SOUTHWEST-OCT 2024 CONFERENCE		01-210-54-00-5415	735.90
			07	TRANSPORTATION-MIKOLASEK &		** COMMENT **	
			08	CARLYLE		** COMMENT **	
						INVOICE TOTAL:	1,704.38 *
	062524-R.NILES-B	05/30/24	01	TARGET-BUNS, CLEANING SPRAY		79-795-56-00-5607	58.92
			02	TARGET-WATER, CLEANING WIPES		79-795-56-00-5606	26.65
			03	SPEEDWAY-ICE		79-795-56-00-5606	83.17
						INVOICE TOTAL:	168.74 *
	062524-R.WOOLSEY-B	05/30/24	01	MSI-CC TEST TRANSACTION		01-000-48-00-4850	2.00
						INVOICE TOTAL:	2.00 *
	062524-S.AUGUSTINE-B	05/30/24	01	TRIBUNE-SUBSCRIPTION RENEWALS		82-820-54-00-5460	710.00
			02	ATA-INTRO TO WEB		82-820-54-00-5412	129.00
			03	ACCESSIBILITY AND USABILITY		** COMMENT **	
			04	TRAINING		** COMMENT **	
			05	HOME DEPO-PLANTS, SOIL		82-000-24-00-2480	112.77
			06	AMAZON-MYLAR BALLOONS		82-820-56-00-5671	7.99
			07	AMAZON-PLASTIC COCKROACHES		82-820-56-00-5671	9.79
			08	AMAZON-CORRECTION TAPE		82-820-56-00-5610	14.29
			09	AMAZON-MONTHLY PRIME FEE		82-820-54-00-5460	14.99
			10	AMERICAN FLAGPOLE-US FLAGS		82-820-56-00-5621	159.90
			11	AMAZON-POCKET FOLDERS,NOTEBOOK		82-820-56-00-5610	49.86
			12	MENARDS#052924-FORKS, PLATES,		82-820-54-00-5412	77.71
			13	NAPKINS, DESERTS, DRINKS,WATER		** COMMENT **	
			14	CUPS, CUTLERY		** COMMENT **	
			15	TARGET-DELI MEAT, BUNS,		82-820-54-00-5412	136.55
			16	FRUIT, POP, VEGETABLES, CHEESE		** COMMENT **	
						INVOICE TOTAL:	1,422.85 *
	062524-S.IWANSKI-B	05/30/24	01	YORK POST-POSTAGE		82-820-54-00-5452	43.11
			02	MENARDS#050124-CLEANER		82-820-56-00-5621	6.98
			03	GRACE CLEANERS-DRY CLEANING		82-820-54-00-5462	15.00
						INVOICE TOTAL:	65.09 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-S.MENDEZ-B	05/30/24	01	AMAZON PRIME CANCELLATION CR		01-220-54-00-5462	-14.99
						INVOICE TOTAL:	-14.99 *
	062524-S.REDMON-B	05/30/24	01	CAROUSEL SOUND-CRUISE NIGHT DJ		79-795-56-00-5606	570.00
			02	AMAZON BEACH PARTY DECOR		79-795-56-00-5606	288.33
			03	RUNCO-PAPER TOWELS, TISSUE		79-795-56-00-5606	272.24
			04	FUN EXPRESS-BEACH PARTY		79-795-56-00-5606	174.50
			05	SUPPLIES		** COMMENT **	
			06	AMAZON-BEACH PARTY CRAFTS		79-795-56-00-5606	127.69
			07	WALMART-BUNS, JALAPENOS		79-795-56-00-5607	31.24
			08	WALMART-CANDY		79-795-56-00-5606	126.20
			09	IPRA-JOB POSTING		79-795-54-00-5426	315.00
			10	AMAZON-WASH CLOTHS, COFFEE		79-795-56-00-5607	92.35
			11	FILTERS		** COMMENT **	
			12	AMAZON-KEYBOARDS, MICE		79-795-56-00-5606	54.77
			13	TARGET-BUNS		79-795-56-00-5607	7.95
			14	DULCERIA DE AURORA-PINATAS		79-795-56-00-5606	69.25
			15	AMAZON-BALLOONS		79-795-56-00-5606	23.36
			16	SWANK-WIDESCREEN DVDS		79-795-56-00-5606	1,085.00
			17	ARNESON#244500-MAY 2024 GAS		79-790-56-00-5695	1,456.77
			18	ARNESON#244427-MAY 2024 GAS		79-790-56-00-5695	905.28
			19	ARNESON#244426-MAY 2024 DIESEL		79-790-56-00-5695	327.83
			20	ARNESON#244499-MAY 2024 DIESEL		79-790-56-00-5695	159.12
			21	CRICUT-ANNUAL STUDIO		79-795-56-00-5606	95.88
			22	GOLD MEDAL#413941-BEECHER		79-795-56-00-5607	1,265.80
			23	CONCESSION SUPPLIES		** COMMENT **	
			24	GOLD MEDAL#4413942-BRIDGE		79-795-56-00-5607	1,211.10
			25	CONCESSION SUPPLIES		** COMMENT **	
			26	GOLD MEDAL#413724-BEECHER		79-795-56-00-5607	648.15
			27	CONCESSION SUPPLIES		** COMMENT **	
			28	GOLD MEDAL#413725-BRIDGE		79-795-56-00-5607	895.46
			29	CONCESSION SUPPLIES		** COMMENT **	
			30	DISCOUNT SCHOOL-PRESCHOOL		79-795-56-00-5606	111.48
			31	CRAFT SUPPLIES		** COMMENT **	
			32	WALMART-WATER, CAPRI SUN,		79-795-56-00-5606	90.25
			33	CRICUT SUPPLIES		** COMMENT **	
			34	WALMART-BUNS		79-795-56-00-5607	17.52
			35	WALMART-ICE		79-795-56-00-5606	45.80
			36	AMAZON-SOCCER BALL CLIPS		79-795-56-00-5606	178.94
			37	CHASEWOOD-LEGO ROBOTICS		79-795-54-00-5462	1,500.00
			38	CONTRACTUAL PAYMENT		** COMMENT **	
			39	AMAZON-CAMP SUPPLIES		79-795-56-00-5606	440.87
			40	AMAZON-CAMP SUPPLIES		79-795-56-00-5606	328.14
			41	RUNCO-PAPER, WIPES, SANITIZER,		79-795-56-00-5606	331.18
			42	FORKS, GLUE STICKS		** COMMENT **	

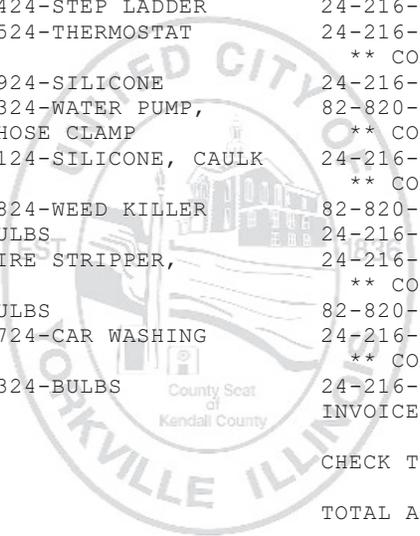
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-S.REDMON-B	05/30/24	43	WAKMART-BUNS, PEPPER		79-795-56-00-5607	103.04
						INVOICE TOTAL:	13,350.49 *
	062524-S.REMUS-B	05/30/24	01	PARTY CITY-BALLOONS		79-795-56-00-5606	34.72
			02	PARTY CITY-BALLOONS		79-795-56-00-5606	96.30
			03	FAIRYTALE ENTERTAINMENT-RIVER		79-795-56-00-5606	500.00
			04	FEST CHARACTER DEPOSIT		** COMMENT **	
			05	FAIRYTALE ENTERTAINMENT-HTD		79-795-56-00-5606	2,200.00
			06	CHARACTER DEPOSIT		** COMMENT **	
			07	TWO SISTERS SWEETS-COOKIES		79-795-56-00-5606	122.40
			08	WALMART-PLATES, NAPKINS		79-795-56-00-5606	28.40
			09	WALMART-IRON, IRONING BOARD		79-795-56-00-5610	74.42
			10	TARGET-CUPCAKES		79-795-56-00-5606	110.34
			11	LITTLE FOXES CLUBHOUSE-		79-795-56-00-5606	666.00
			12	PRESCHOOL CELEBRATION		** COMMENT **	
			13	FOAM PARTY ALSTARS-BEACH PARTY		79-795-56-00-5606	750.00
			14	FOAM PARTY		** COMMENT **	
						INVOICE TOTAL:	4,582.58 *
	062524-S.SENDRA-B	05/30/24	01	HOBBY LOBBY-PAPER CRAFTS		79-795-56-00-5606	17.61
			02	PARTY CITY-SUPPLIES REFUND		79-795-56-00-5606	-24.73
			03	PARTY CITY-PRESCHOOL SUPPLIES		79-795-56-00-5606	62.17
			04	NRPA-CPR CERTIFICATION		79-795-54-00-5412	270.00
			05	NRPA-PROFESSIONAL DEVELOPMENT		79-795-54-00-5412	975.00
			06	SCHOOL REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	1,300.05 *
	062524-S.SLEEZER-B	05/30/24	01	MENARDS#050824-CONTRACTOR BAGS		79-790-56-00-5620	451.07
			02	RUSSO#SPI20627822-RIDE MOWER		25-225-60-00-6010	15,519.00
			03	RUSSO#SPI20627823-FILTER		79-790-56-00-5640	15.52
			04	GROUND EFFECTS#495066-PLAYMAT		79-790-56-00-5640	1,624.00
						INVOICE TOTAL:	17,609.59 *
	062524-S.STROUP-B	05/30/24	01	O'REILLY-MOLDING TAPE		01-210-56-00-5620	14.06
						INVOICE TOTAL:	14.06 *
	062524-T.HOULE	05/30/24	01	MENARDS#050124-FLUSH REPAIR		79-790-56-00-5640	17.98
			02	PLUG		** COMMENT **	
			03	MENARDS#050824-GAS CAN		79-790-56-00-5630	16.84
			04	MENARDS#050124-TEST PLUG		79-790-56-00-5640	7.58
			05	MENARDS#050224-PADDED TIEDOWN		79-790-56-00-5620	9.97
			06	AMAZON-TIRE GUAGE		79-790-56-00-5630	36.29
			07	WURTH-SAFETY GLASSES		79-790-56-00-5600	171.36
			08	AMAZON-COMMERCIAL PHOTO EYES		79-790-56-00-5640	83.26
			09	AMAZON-AIR HOSE REEL		79-790-56-00-5640	99.99

DATE: 06/25/24
TIME: 14:15:44
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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

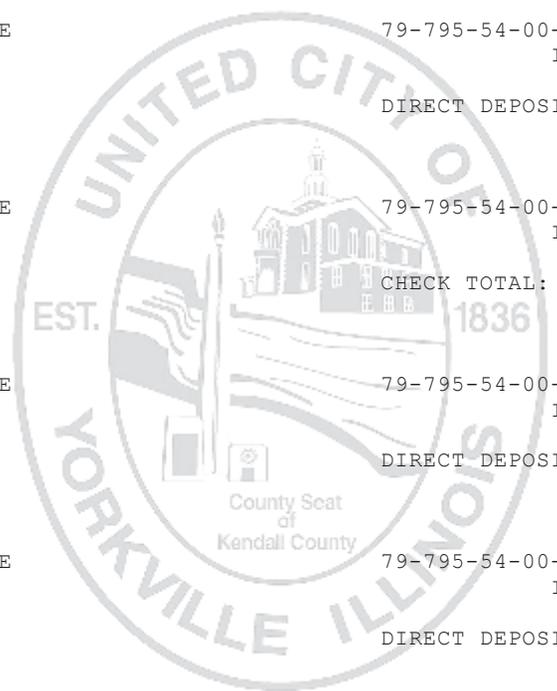
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900149	FNBO	FIRST NATIONAL BANK OMAHA			06/25/24		
	062524-T.HOULE	05/30/24	10	FLATSOS-TUBES		79-790-54-00-5495	45.00
						INVOICE TOTAL:	488.27 *
	062524-T.LOWRY-B	05/30/24	01	MENARDS#052024-CABLE TIES		79-790-56-00-5620	33.98
			02	MENARDS#050624-SHEETING, JOINT		79-790-56-00-5620	156.69
			03	FILLER		** COMMENT **	
						INVOICE TOTAL:	190.67 *
	062524-T.MILSCHEWSKI	05/30/24	01	MENARDS#051424-STEP LADDER		24-216-56-00-5656	189.00
			02	MENARDS#051524-THERMOSTAT		24-216-56-00-5656	17.99
			03	GUARD		** COMMENT **	
			04	MENARDS#050924-SILICONE		24-216-56-00-5656	10.49
			05	MENARDS#051324-WATER PUMP,		82-820-54-00-5495	26.93
			06	FLEX SEAL, HOSE CLAMP		** COMMENT **	
			07	MENARDS#050124-SILICONE, CAULK		24-216-56-00-5656	36.01
			08	GUN		** COMMENT **	
			09	MENARDS#050824-WEED KILLER		82-820-54-00-5495	42.68
			10	HOME DEPO-BULBS		24-216-56-00-5656	21.98
			11	HOME DEPO-WIRE STRIPPER,		24-216-56-00-5656	52.93
			12	CONNECTORS		** COMMENT **	
			13	HOME DEPO-BULBS		82-820-54-00-5495	22.94
			14	MENARDS#051724-CAR WASHING		24-216-56-00-5656	27.43
			15	SUPPLIES		** COMMENT **	
			16	MENARDS#052324-BULBS		24-216-56-00-5656	47.97
						INVOICE TOTAL:	496.35 *
						CHECK TOTAL:	93,694.45
						TOTAL AMOUNT PAID:	93,694.45



INVOICES DUE ON/BEFORE 06/28/2024

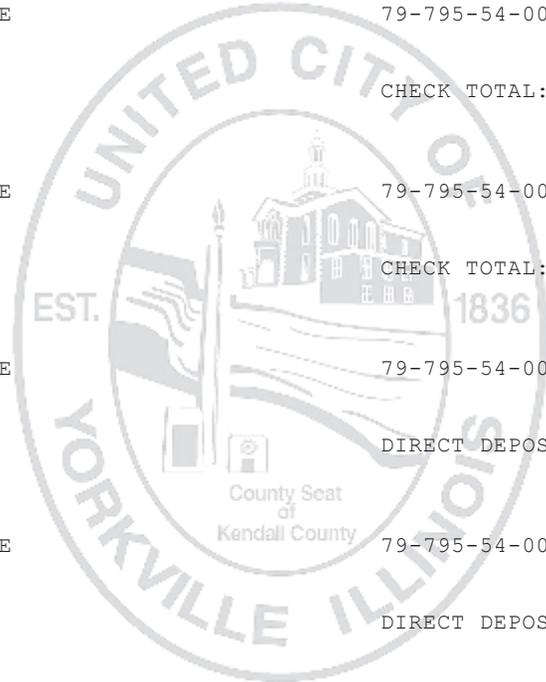
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540862	BEEBED DAVID BEEBE	06/17-06/23	06/24/24	01 UMPIRE	79-795-54-00-5462		75.00
						INVOICE TOTAL:	75.00 *
					CHECK TOTAL:		75.00
D003546	BOOKERT THOMAS BOOKER	06/17-06/23	06/24/24	01 UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
					DIRECT DEPOSIT TOTAL:		90.00
540863	BUDDA ARLO BUDD	06/17-06/23	06/24/24	01 UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
					CHECK TOTAL:		70.00
D003547	CULLENT TREVOR CULLEN	06/17-06/23	06/24/24	01 UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
					DIRECT DEPOSIT TOTAL:		90.00
D003548	DIETERG GARY M. DIETER	06/17-06/23	06/24/24	01 UMPIRE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
540864	GAMBROK KATE GAMBRO						



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

INVOICES DUE ON/BEFORE 06/28/2024

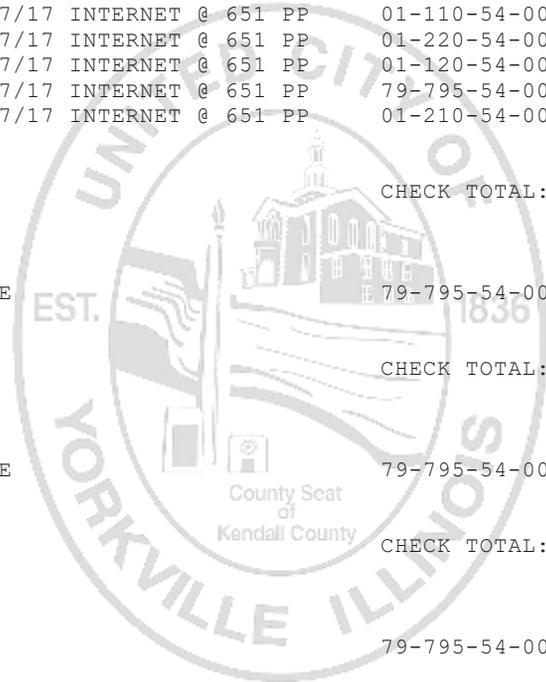
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540864	GAMBROK	KATE GAMBRO						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								CHECK TOTAL: 80.00
540865	HUMBERSC	CARTER HUMBERS						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		45.00
								INVOICE TOTAL: 45.00 *
								CHECK TOTAL: 45.00
540866	MACHOLLK	KENNETH MACHOLL						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								CHECK TOTAL: 75.00
D003549	MATSONA	AIDAN MATSON						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		45.00
								INVOICE TOTAL: 45.00 *
								DIRECT DEPOSIT TOTAL: 45.00
D003550	MAYNARDL	LAURENCE R. MAYNARD						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		160.00
								INVOICE TOTAL: 160.00 *
								DIRECT DEPOSIT TOTAL: 160.00
540867	MEADOWSK	KEVIN A. MEADOWS						



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

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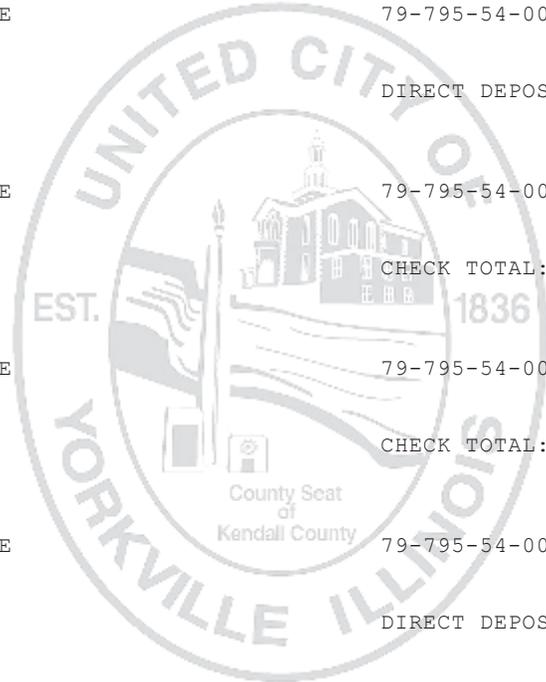
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540867	MEADOWSK	KEVIN A. MEADOWS						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		100.00
								INVOICE TOTAL: 100.00 *
								CHECK TOTAL: 100.00
540868	METRONET	METRO FIBERNET LLC						
	1872272-061824		06/24/24	01	6/18-7/17 INTERNET @ 651 PP	01-110-54-00-5440		66.87
				02	6/18-7/17 INTERNET @ 651 PP	01-220-54-00-5440		76.42
				03	6/18-7/17 INTERNET @ 651 PP	01-120-54-00-5440		38.21
				04	6/18-7/17 INTERNET @ 651 PP	79-795-54-00-5440		76.42
				05	6/18-7/17 INTERNET @ 651 PP	01-210-54-00-5440		382.08
								INVOICE TOTAL: 640.00 *
								CHECK TOTAL: 640.00
540869	MORRICKB	BRUCE MORRICK						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								CHECK TOTAL: 80.00
540870	MULLENSA	ANTHONY MULLENS						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		75.00
								INVOICE TOTAL: 75.00 *
								CHECK TOTAL: 75.00
0003551	OLEARYM	MARTIN J. O'LEARY						
	06/03-06/23		06/24/24	01	UMPRE	79-795-54-00-5462		200.00
								INVOICE TOTAL: 200.00 *
								DIRECT DEPOSIT TOTAL: 200.00



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

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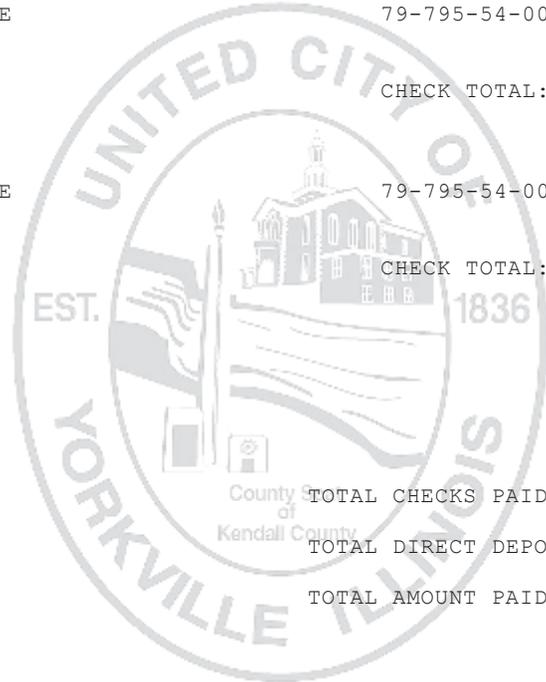
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540871	PAETZOLS	SAM PAETZOLD						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		160.00
							INVOICE TOTAL:	160.00 *
							CHECK TOTAL:	160.00
D003552	PATTONS	SHANE PATTON						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		150.00
							INVOICE TOTAL:	150.00 *
							DIRECT DEPOSIT TOTAL:	150.00
540872	RIETZR	ROBERT L. RIETZ JR.						
	062024		06/20/24	01	UMPIRE	79-795-54-00-5462		168.00
							INVOICE TOTAL:	168.00 *
							CHECK TOTAL:	168.00
540873	ROTHLISD	DAVID ROTH LISBERGER						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		35.00
							INVOICE TOTAL:	35.00 *
							CHECK TOTAL:	35.00
D003553	SANDOVAA	ANTONIO SANDOVAL						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		170.00
							INVOICE TOTAL:	170.00 *
							DIRECT DEPOSIT TOTAL:	170.00
D003554	SCHOUD	DECLAN SCHOU						



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

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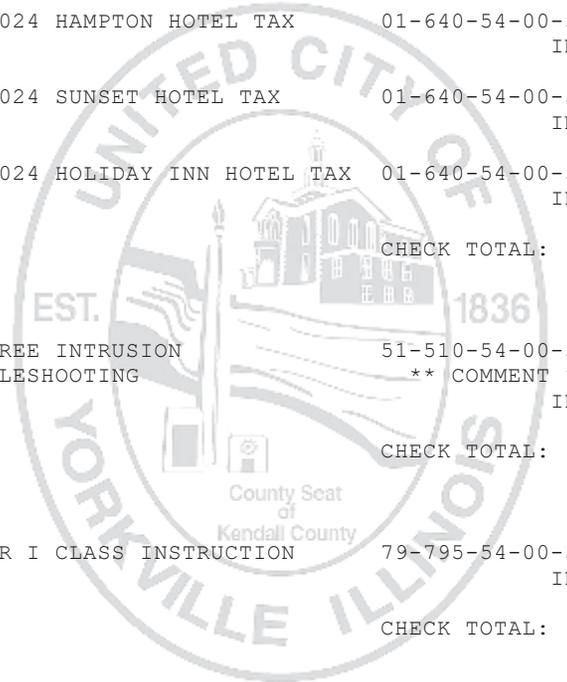
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D003554	SCHOUD	DECLAN SCHOU						
	06/17-06/23		06/24/24	01	UMPIRE	79-795-54-00-5462		80.00
								INVOICE TOTAL: 80.00 *
								DIRECT DEPOSIT TOTAL: 80.00
540874	VOITIKM	MICHAEL VOITIK						
	062024		06/20/24	01	UMPIRE	79-795-54-00-5462		168.00
								INVOICE TOTAL: 168.00 *
								CHECK TOTAL: 168.00
540875	WASONG	GERALD WASON						
	062024		06/20/24	01	UMPIRE	79-795-54-00-5462		126.00
								INVOICE TOTAL: 126.00 *
								CHECK TOTAL: 126.00
								TOTAL CHECKS PAID: 1,897.00
								TOTAL DIRECT DEPOSITS PAID: 1,085.00
								TOTAL AMOUNT PAID: 2,982.00



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

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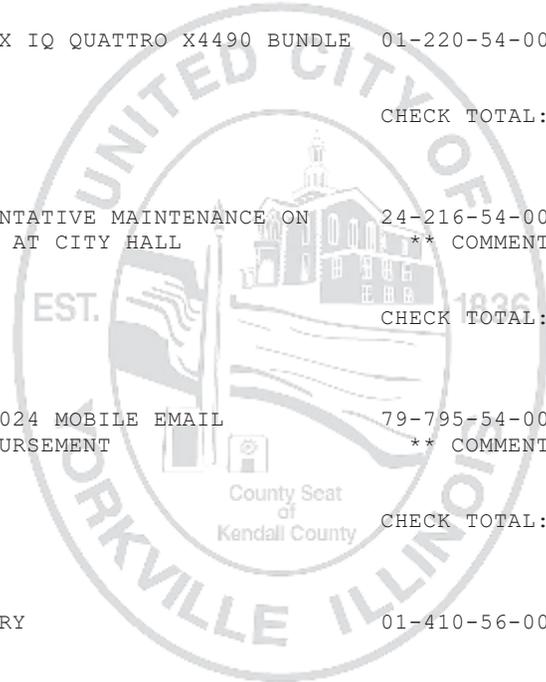
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540887	5STARSOC	5 STAR SOCCER CAMPS INC					
	62424	06/24/24	01	SOCCER CAMP INSTRUCTION	79-795-54-00-5462		1,869.00
						INVOICE TOTAL:	1,869.00 *
					CHECK TOTAL:		1,869.00
540888	AACVB	AURORA AREA CONVENTION					
	05/24-HAMPTON	06/24/24	01	MAY 2024 HAMPTON HOTEL TAX	01-640-54-00-5481		4,694.55
						INVOICE TOTAL:	4,694.55 *
	05/24-SUNSET	06/18/24	01	MAY 2024 SUNSET HOTEL TAX	01-640-54-00-5481		14.40
						INVOICE TOTAL:	14.40 *
	5/24-HOLIDAY	06/26/24	01	MAY 2024 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		6,977.50
						INVOICE TOTAL:	6,977.50 *
					CHECK TOTAL:		11,686.45
540889	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	24-4526	06/12/24	01	RAINTREE INTRUSION	51-510-54-00-5445		240.00
			02	TROUBLESHOOTING	** COMMENT **		
						INVOICE TOTAL:	240.00 *
					CHECK TOTAL:		240.00
540890	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	244010	06/26/24	01	SUMMER I CLASS INSTRUCTION	79-795-54-00-5462		11,292.00
						INVOICE TOTAL:	11,292.00 *
					CHECK TOTAL:		11,292.00
540891	ANDERSJA	JARED ANDERSON					



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

INVOICES DUE ON/BEFORE 07/09/2024

CHECK #	VENDOR # INVOICE #	VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540891	ANDERSJA	JARED ANDERSON							
	070124			07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
					02	REIMBURSEMENT	** COMMENT **		
							INVOICE TOTAL:		45.00 *
							CHECK TOTAL:		45.00
540892	ARCIMAGE	ARC IMAGING RESOURCES							
	952338			06/14/24	01	CONTEX IQ QUATTRO X4490 BUNDLE	01-220-54-00-5462		8,695.00
							INVOICE TOTAL:		8,695.00 *
							CHECK TOTAL:		8,695.00
540893	ARTLIP	ARTLIP & SONS, INC.							
	211545			06/18/24	01	PREVENTATIVE MAINTENANCE ON	24-216-54-00-5446		851.92
					02	RTU 3 AT CITY HALL	** COMMENT **		
							INVOICE TOTAL:		851.92 *
							CHECK TOTAL:		851.92
540894	BARBANEM	MARISA BARBANENTE							
	070124			07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
					02	REIMBURSEMENT	** COMMENT **		
							INVOICE TOTAL:		45.00 *
							CHECK TOTAL:		45.00
540895	BATTERY	BATTERY SERVICE CORPORATION							
	0110677			06/06/24	01	BATTERY	01-410-56-00-5628		109.50
							INVOICE TOTAL:		109.50 *
							CHECK TOTAL:		109.50



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

INVOICES DUE ON/BEFORE 07/09/2024

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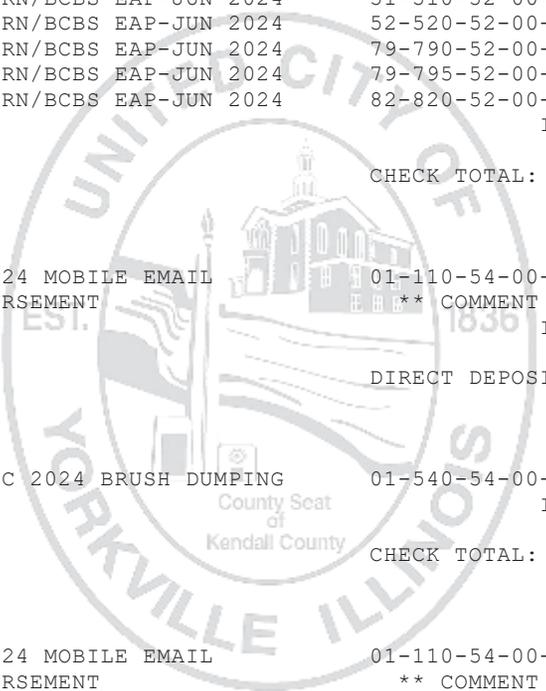
540896	BCBS	BLUE CROSS BLUE SHIELD					
	FO15083-JUN 2024	06/28/24	01	DEARBORN/BCBS EAP-JUN 2024	01-110-52-00-5222		6.35
			02	DEARBORN/BCBS EAP-JUN 2024	01-120-52-00-5222		4.94
			03	DEARBORN/BCBS EAP-JUN 2024	01-210-52-00-5222		50.76
			04	DEARBORN/BCBS EAP-JUN 2024	01-220-52-00-5222		11.63
			05	DEARBORN/BCBS EAP-JUN 2024	01-410-52-00-5222		10.69
			06	DEARBORN/BCBS EAP-JUN 2024	24-216-52-00-5222		2.82
			07	DEARBORN/BCBS EAP-JUN 2024	51-510-52-00-5222		9.27
			08	DEARBORN/BCBS EAP-JUN 2024	52-520-52-00-5222		4.35
			09	DEARBORN/BCBS EAP-JUN 2024	79-790-52-00-5222		13.40
			10	DEARBORN/BCBS EAP-JUN 2024	79-795-52-00-5222		9.87
			11	DEARBORN/BCBS EAP-JUN 2024	82-820-52-00-5222		7.05
					INVOICE TOTAL:		131.13 *
					CHECK TOTAL:		131.13

D003556	BEHLANDJ	JORI BEHLAND					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

540897	BENNETTG	BENNETT, GARY L.					
	061024	06/10/24	01	JUN-DEC 2024 BRUSH DUMPING	01-540-54-00-5443		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00

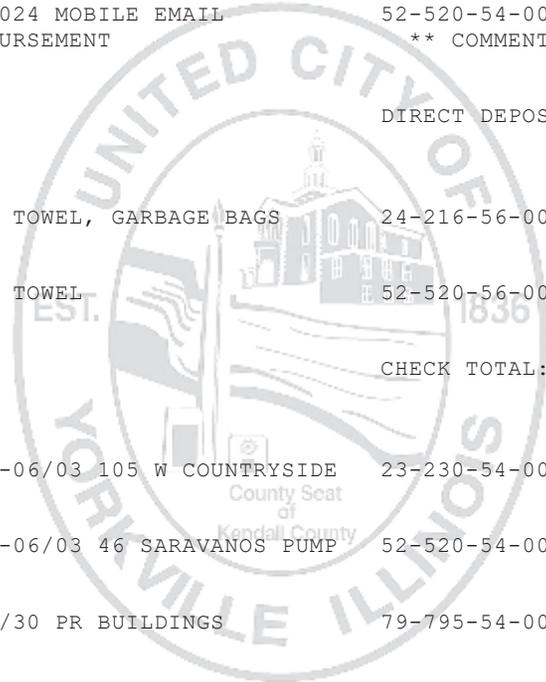
D003557	BLYSTONB	BOBBIE BLYSTONE					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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



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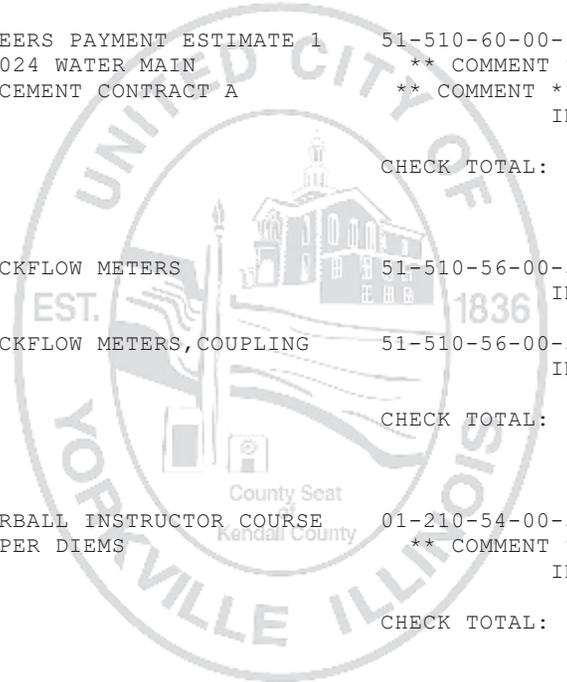
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540898	BNYMGLOB 252-2637605	THE BANK OF NEW YORK MELLON 06/11/24	01	08/01/24-12/30/24 ADMIN FEE	82-820-54-00-5498		802.50
						INVOICE TOTAL:	802.50 *
					CHECK TOTAL:		802.50
D003558	BROWND 070124	DAVID BROWN 07/01/24	01	JUN 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540899	CAMBRIA 43828	CAMBRIA SALES COMPANY INC. 05/24/24	01	PAPER TOWEL, GARBAGE BAGS	24-216-56-00-5656		459.55
						INVOICE TOTAL:	459.55 *
	43845	06/12/24	01	PAPER TOWEL	52-520-56-00-5620		108.54
						INVOICE TOTAL:	108.54 *
					CHECK TOTAL:		568.09
540900	COMED 1870344000-0524	COMMONWEALTH EDISON 06/03/24	01	05/03-06/03 105 W COUNTRYSIDE	23-230-54-00-5482		29.69
						INVOICE TOTAL:	29.69 *
	2536492222-0524	06/11/24	01	05/02-06/03 46 SARAVANOS PUMP	52-520-54-00-5480		84.24
						INVOICE TOTAL:	84.24 *
	5946707000-0524	06/08/24	01	5/1-5/30 PR BUILDINGS	79-795-54-00-5480		1,193.06
						INVOICE TOTAL:	1,193.06 *
					CHECK TOTAL:		1,306.99



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

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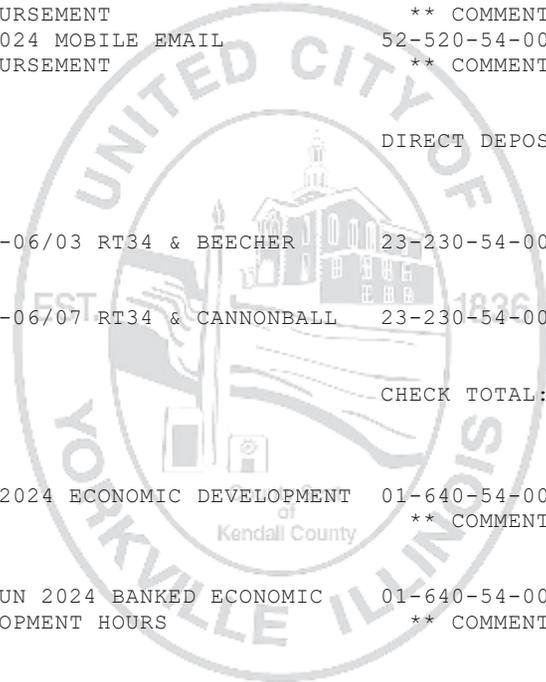
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D003559	CONARDR 070124	RYAN CONARD	07/01/24	01	JUN 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540901	CONLEY 4919	CONLEY EXCAVATING, INC	06/25/24	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6025		394,875.00
				02	FOR 2024 WATER MAIN	** COMMENT **		
				03	REPLACEMENT CONTRACT A	** COMMENT **		
						INVOICE TOTAL:		394,875.00 *
						CHECK TOTAL:		394,875.00
540902	COREMAIN U977378	CORE & MAIN LP	05/30/24	01	25 BACKFLOW METERS	51-510-56-00-5664		3,668.63
						INVOICE TOTAL:		3,668.63 *
			06/06/24	01	50 BACKFLOW METERS, COUPLING	51-510-56-00-5664		7,337.26
						INVOICE TOTAL:		7,337.26 *
						CHECK TOTAL:		11,005.89
540903	DAVISK 052324-PER	KYLE DAVIS DIEM	05/23/24	01	PEPPERBALL INSTRUCTOR COURSE	01-210-54-00-5415		40.00
				02	MEAL PER DIEMS	** COMMENT **		
						INVOICE TOTAL:		40.00 *
						CHECK TOTAL:		40.00



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

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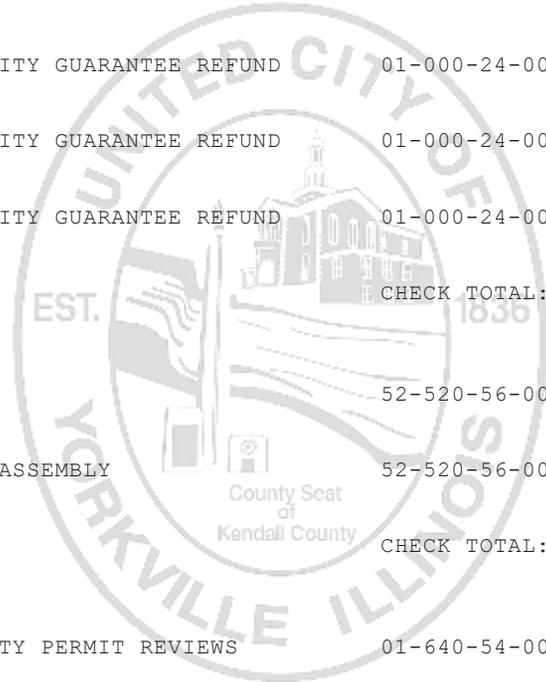
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D003560	DHUSEE	DHUSE, ERIC						
	062524-MILEAGE		06/25/24	01	LAKE MICHIGAN WATER MEETING	51-510-54-00-5415		59.20
				02	MILEAGE AND TOLL REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		59.20 *
	070124		07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		15.00
				02	REIMBURSEMENT	** COMMENT **		
				03	15JUN 2024 MOBILE EMAIL	51-510-54-00-5440		15.00
				04	REIMBURSEMENT	** COMMENT **		
				05	JUN 2024 MOBILE EMAIL	52-520-54-00-5440		15.00
				06	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		104.20
540904	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704706-241720054616		06/20/24	01	05/03-06/03 RT34 & BEECHER	23-230-54-00-5482		77.07
						INVOICE TOTAL:		77.07 *
	1704718-241720054616		06/20/24	01	05/08-06/07 RT34 & CANNONBALL	23-230-54-00-5482		19.68
						INVOICE TOTAL:		19.68 *
						CHECK TOTAL:		96.75
D003561	DLK	DLK, LLC						
	278		06/28/24	01	JUNE 2024 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,750.00
				02	HOURS	** COMMENT **		
						INVOICE TOTAL:		9,750.00 *
	287-B		06/28/24	01	MAY-JUN 2024 BANKED ECONOMIC	01-640-54-00-5486		12,000.00
				02	DEVELOPMENT HOURS	** COMMENT **		
						INVOICE TOTAL:		12,000.00 *
						DIRECT DEPOSIT TOTAL:		21,750.00



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

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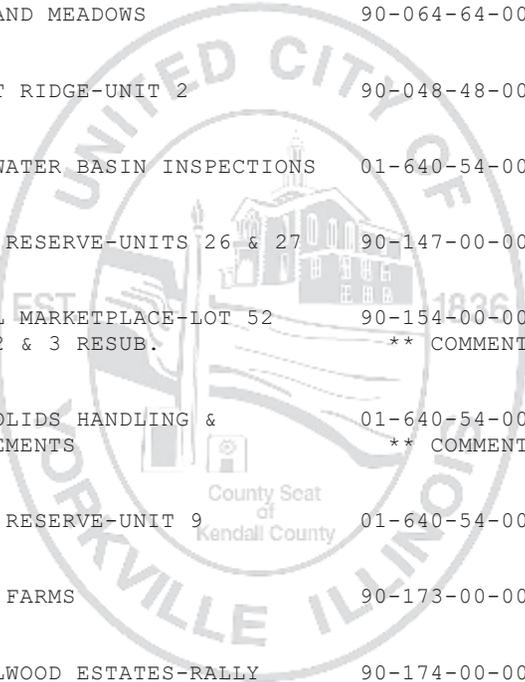
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540905	DRHCAMBR DR HORTON-MIDWEST						
	20220743-2687 SEELEY	06/17/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
						INVOICE TOTAL:	7,500.00 *
	20220908-2784 BERRYW	06/17/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20221036-2789 BERRYW	06/17/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20230345-2647 SEELEY	06/17/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		450.00
						INVOICE TOTAL:	450.00 *
	20231156-2630 SEELEY	06/17/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231329-2622 SEELEY	06/06/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
						CHECK TOTAL:	27,950.00
540906	DUTEK THOMAS & JULIE FLETCHER						
	1023858	06/07/24	01	VALVE	52-520-56-00-5628		147.00
						INVOICE TOTAL:	147.00 *
	1023873	06/10/24	01	HOSE ASSEMBLY	52-520-56-00-5628		37.00
						INVOICE TOTAL:	37.00 *
						CHECK TOTAL:	184.00
540907	EEI ENGINEERING ENTERPRISES, INC.						
	50566	06/26/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		798.00
						INVOICE TOTAL:	798.00 *



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

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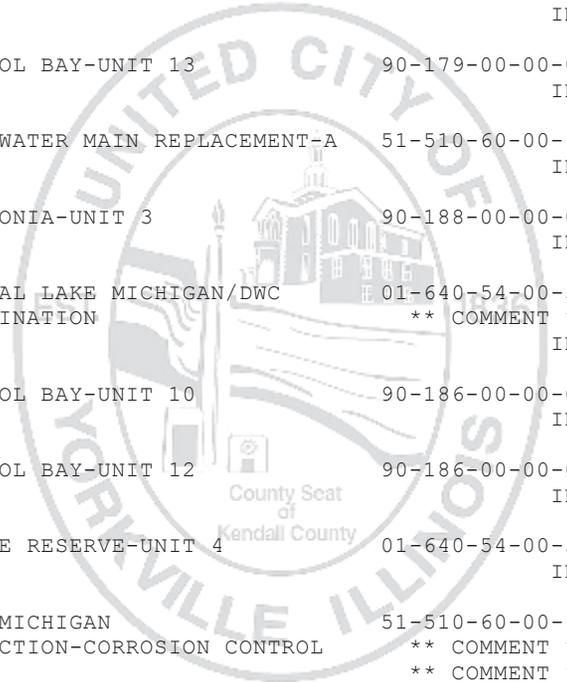
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540907	EEI	ENGINEERING ENTERPRISES, INC.						
	80565	06/26/24	01 02	TRAFFIC CONTROL SIGNAGE & MARKINGS	01-640-54-00-5465		4,035.53	
					** COMMENT **			
					INVOICE TOTAL:		4,035.53 *	
	80567	06/19/24	01	PRESTWICK	01-640-54-00-5465		334.50	
					INVOICE TOTAL:		334.50 *	
	80568	06/26/24	01	HEARTLAND MEADOWS	90-064-64-00-0111		616.50	
					INVOICE TOTAL:		616.50 *	
	80569	06/26/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		769.50	
					INVOICE TOTAL:		769.50 *	
	80570	06/26/24	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		2,448.00	
					INVOICE TOTAL:		2,448.00 *	
	80571	06/26/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		3,118.00	
					INVOICE TOTAL:		3,118.00 *	
	80574	06/26/24	01 02	KENDALL MARKETPLACE-LOT 52 PHASE 2 & 3 RESUB.	90-154-00-00-0111		1,996.00	
					** COMMENT **			
					INVOICE TOTAL:		1,996.00 *	
	80575	06/26/24	01 02	YBSD SOLIDS HANDLING & IMPROVEMENTS	01-640-54-00-5465		157.50	
					** COMMENT **			
					INVOICE TOTAL:		157.50 *	
	80576	06/26/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		2,120.50	
					INVOICE TOTAL:		2,120.50 *	
	80577	06/26/24	01	BRIGHT FARMS	90-173-00-00-0111		10,547.50	
					INVOICE TOTAL:		10,547.50 *	
	80578	06/26/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		1,378.50	
					INVOICE TOTAL:		1,378.50 *	



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

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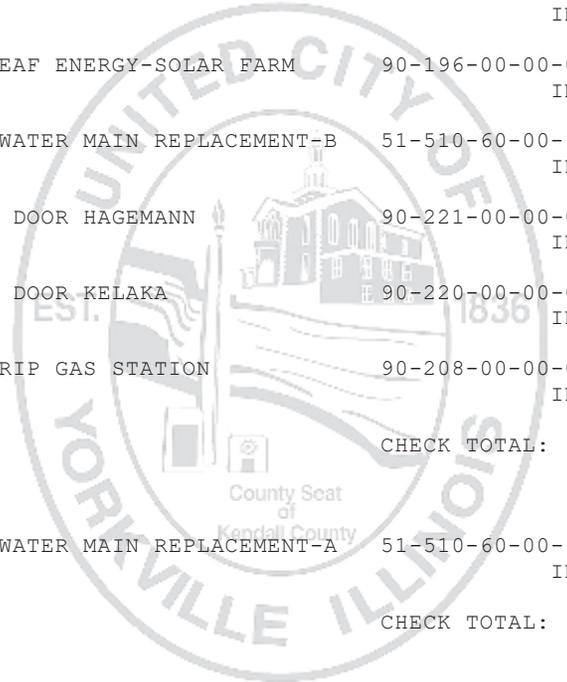
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540907	EEI	ENGINEERING ENTERPRISES, INC.						
	80579	06/26/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		315.00	
						INVOICE TOTAL:	315.00 *	
	80580	06/26/24	01	CORNEILS RD INTERCEPTOR SEWER	52-520-60-00-6092		1,494.50	
						INVOICE TOTAL:	1,494.50 *	
	80581	06/26/24	01	LSL INVENTORY	01-640-54-00-5465		130.00	
						INVOICE TOTAL:	130.00 *	
	80582	06/26/24	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		356.00	
						INVOICE TOTAL:	356.00 *	
	80583	06/26/24	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		925.00	
						INVOICE TOTAL:	925.00 *	
	80584	06/26/24	01	CALEDONIA-UNIT 3	90-188-00-00-0111		3,735.00	
						INVOICE TOTAL:	3,735.00 *	
	80585	06/26/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		1,719.50	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,719.50 *	
	80586	06/26/24	01	BRISTOL BAY-UNIT 10	90-186-00-00-0111		182.00	
						INVOICE TOTAL:	182.00 *	
	80587	06/26/24	01	BRISTOL BAY-UNIT 12	90-186-00-00-0111		240.50	
						INVOICE TOTAL:	240.50 *	
	80588	06/26/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		430.00	
						INVOICE TOTAL:	430.00 *	
	80589	06/19/24	01	LAKE MICHIGAN	51-510-60-00-6011		2,231.75	
			02	CONNECTION-CORROSION CONTROL	** COMMENT **			
			03	STUDY	** COMMENT **			
						INVOICE TOTAL:	2,231.75 *	



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

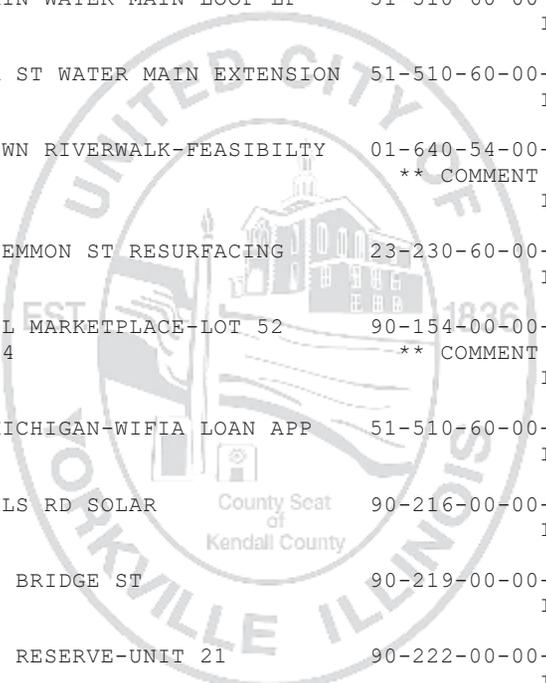
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540907	EEI	ENGINEERING ENTERPRISES, INC.						
	80590	06/26/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		84.00	
						INVOICE TOTAL:	84.00 *	
	80591	06/26/24	01	PUBLIC WORKS SITE-BOOMBAH BLVD	24-216-60-00-6042		1,895.00	
						INVOICE TOTAL:	1,895.00 *	
	80593	06/26/24	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		50.00	
						INVOICE TOTAL:	50.00 *	
	80594	06/26/24	01	NEW LEAF ENERGY-SOLAR FARM	90-196-00-00-0111		673.00	
						INVOICE TOTAL:	673.00 *	
	80595	06/26/24	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		4,979.00	
						INVOICE TOTAL:	4,979.00 *	
	80596	06/26/24	01	GREEN DOOR HAGEMANN	90-221-00-00-0011		2,145.00	
						INVOICE TOTAL:	2,145.00 *	
	80597	06/26/24	01	GREEN DOOR KELAKA	90-220-00-00-0111		924.00	
						INVOICE TOTAL:	924.00 *	
	80598	06/26/24	01	QUIKTRIP GAS STATION	90-208-00-00-0111		557.00	
						INVOICE TOTAL:	557.00 *	
						CHECK TOTAL:	51,386.28	
540908	EEI	ENGINEERING ENTERPRISES, INC.						
	80599	06/26/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		35,931.00	
						INVOICE TOTAL:	35,931.00 *	
						CHECK TOTAL:	35,931.00	
540909	EEI	ENGINEERING ENTERPRISES, INC.						
	01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
	01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
	01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
	01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
	01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
	01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
	11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				



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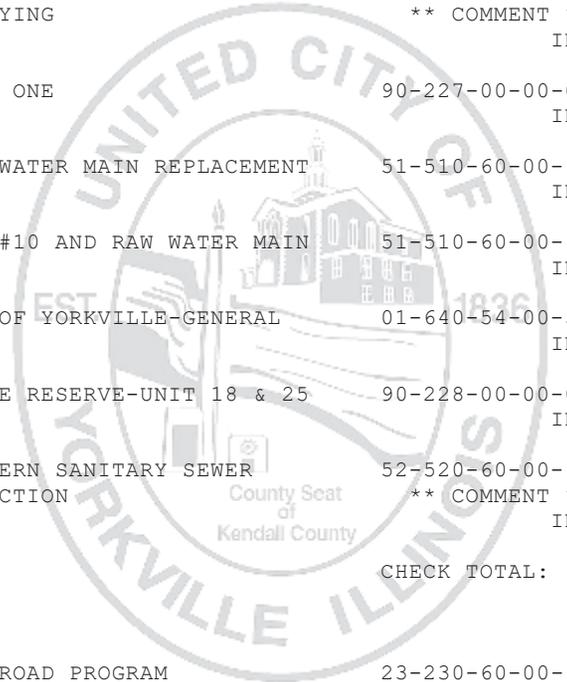
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540909	EEI	ENGINEERING ENTERPRISES, INC.						
	80600	06/26/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		36,196.50	
						INVOICE TOTAL:	36,196.50 *	
	80601	06/26/24	01	2023 NPDES MS4 ANNUAL REPORT	01-640-54-00-5465		515.50	
						INVOICE TOTAL:	515.50 *	
	80602	06/26/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		3,672.50	
						INVOICE TOTAL:	3,672.50 *	
	80603	06/26/24	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		19,390.00	
						INVOICE TOTAL:	19,390.00 *	
	80604	06/26/24	01	DOWNTOWN RIVERWALK-FEASIBILTY	01-640-54-00-5465		11,881.00	
			02	STUDY	** COMMENT **			
						INVOICE TOTAL:	11,881.00 *	
	80605	06/26/24	01	E.VAN EMMON ST RESURFACING	23-230-60-00-6089		6,235.00	
						INVOICE TOTAL:	6,235.00 *	
	80606	06/26/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		666.00	
			02	PHASE 4	** COMMENT **			
						INVOICE TOTAL:	666.00 *	
	80607	06/26/24	01	LAKE MICHIGAN-WIFIA LOAN APP	51-510-60-00-6011		5,040.00	
						INVOICE TOTAL:	5,040.00 *	
	80608	06/26/24	01	CORNEILS RD SOLAR	90-216-00-00-0111		1,276.00	
						INVOICE TOTAL:	1,276.00 *	
	80609	06/26/24	01	1981 S BRIDGE ST	90-219-00-00-0111		1,005.50	
						INVOICE TOTAL:	1,005.50 *	
	80610	06/26/24	01	GRANDE RESERVE-UNIT 21	90-222-00-00-0111		137.00	
						INVOICE TOTAL:	137.00 *	



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

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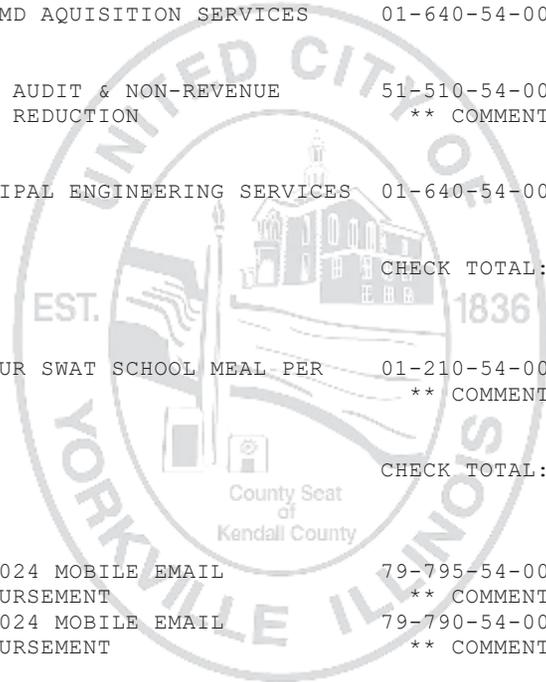
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540909	EEI	ENGINEERING ENTERPRISES, INC.						
	80611	06/26/24	01	2024 LOCAL ROAD PROGRAM	23-230-60-00-6025		12,920.00	
						INVOICE TOTAL:	12,920.00 *	
	80612	06/26/24	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465		900.00	
						INVOICE TOTAL:	900.00 *	
	80613	06/26/24	01	OLD POST OFFICE-LEGAL	01-640-54-00-5465		10,878.00	
			02	SURVEYING	** COMMENT **			
						INVOICE TOTAL:	10,878.00 *	
	80614	06/26/24	01	CYRUS ONE	90-227-00-00-0111		1,939.50	
						INVOICE TOTAL:	1,939.50 *	
	80615	06/26/24	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		7,968.00	
						INVOICE TOTAL:	7,968.00 *	
	80640	06/26/24	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		14,781.00	
						INVOICE TOTAL:	14,781.00 *	
	80641	06/26/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,024.00	
						INVOICE TOTAL:	2,024.00 *	
	80642	06/26/24	01	GRANDE RESERVE-UNIT 18 & 25	90-228-00-00-0111		468.50	
						INVOICE TOTAL:	468.50 *	
	80643	06/26/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		629.00	
			02	CONNECTION	** COMMENT **			
						INVOICE TOTAL:	629.00 *	
						CHECK TOTAL:	138,523.00	
540910	EEI	ENGINEERING ENTERPRISES, INC.						
	80644	06/26/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		40,837.50	
						INVOICE TOTAL:	40,837.50 *	
						CHECK TOTAL:	40,837.50	



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

INVOICES DUE ON/BEFORE 07/09/2024

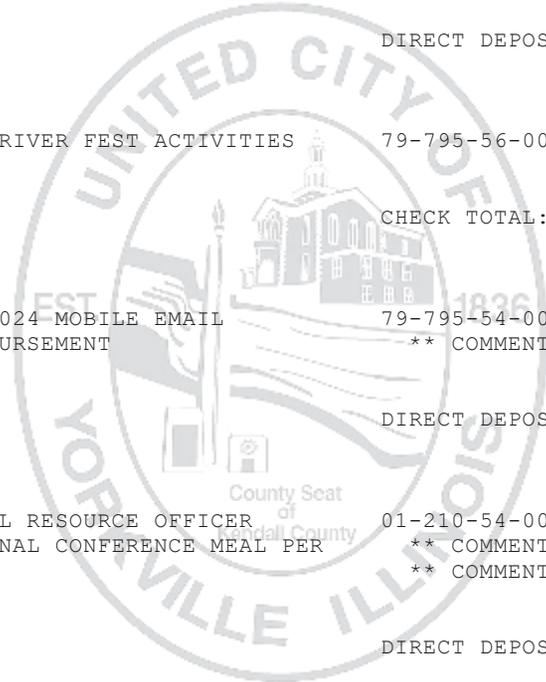
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540911	EEI	ENGINEERING ENTERPRISES, INC.					
	80645	06/26/24	01	LEAD SERVICE LINE REPLACEMENT	01-640-54-00-5465		1,019.88
			02	PLAN	** COMMENT **		
					INVOICE TOTAL:		1,019.88 *
	80646	06/26/24	01	GRANDE RESERVE-UNITS 10 & 11	90-223-00-00-0111		1,600.00
					INVOICE TOTAL:		1,600.00 *
	80656	06/26/24	01	LM-LAMD AQUISITION SERVICES	01-640-54-00-5465		1,182.00
					INVOICE TOTAL:		1,182.00 *
	80657	06/26/24	01	WATER AUDIT & NON-REVENUE	51-510-54-00-5465		4,930.50
			02	WATER REDUCTION	** COMMENT **		
					INVOICE TOTAL:		4,930.50 *
	80658	06/26/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
					CHECK TOTAL:		10,632.38
540912	ENKS	SEAN ENK					
	053124-PER DIEM	05/31/24	01	40 HOUR SWAT SCHOOL MEAL PER	01-210-54-00-5415		244.00
			02	DIEMS	** COMMENT **		
					INVOICE TOTAL:		244.00 *
					CHECK TOTAL:		244.00
D003562	EVANST	TIM EVANS					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



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

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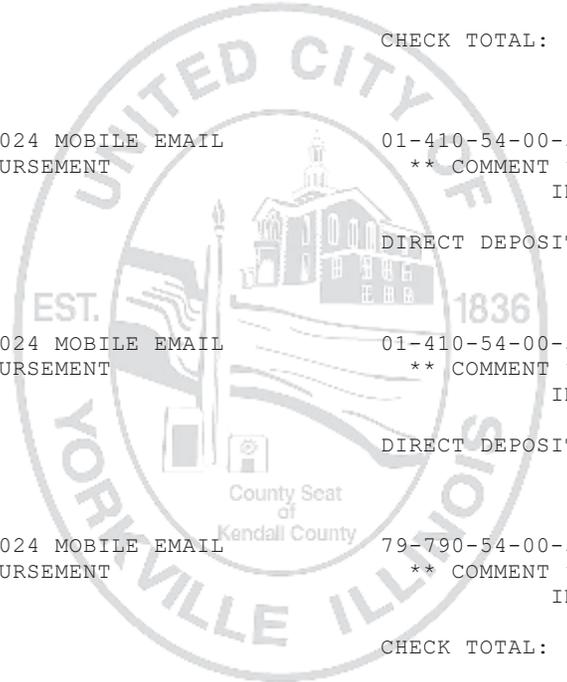
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D003563	FREDRICKSON	ROB FREDRICKSON						
	070124		07/01/24	01	JUN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
	6/21 POSTAGE		06/26/24	01	102 WORSLEY PH POSTAGE	90-225-00-00-0011		120.71
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		120.71 *
						DIRECT DEPOSIT TOTAL:		165.71
540913	FUNONE	THE FUN ONES						
	85946		06/12/24	01	2024 RIVER FEST ACTIVITIES	79-795-56-00-5606		3,392.88
						INVOICE TOTAL:		3,392.88 *
						CHECK TOTAL:		3,392.88
D003564	GALAUNEJ	JAKE GALAUNER						
	070124		07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003565	GOLDSMIR	RYAN GOLDSMITH						
	071824-PER DIEM		06/27/24	01	SCHOOL RESOURCE OFFICER	01-210-54-00-5415		310.50
				02	NATIONAL CONFERENCE MEAL PER	** COMMENT **		
				03	DIEMS	** COMMENT **		
						INVOICE TOTAL:		310.50 *
						DIRECT DEPOSIT TOTAL:		310.50
540914	HAYESC	CHRISTOPHER HAYES						



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

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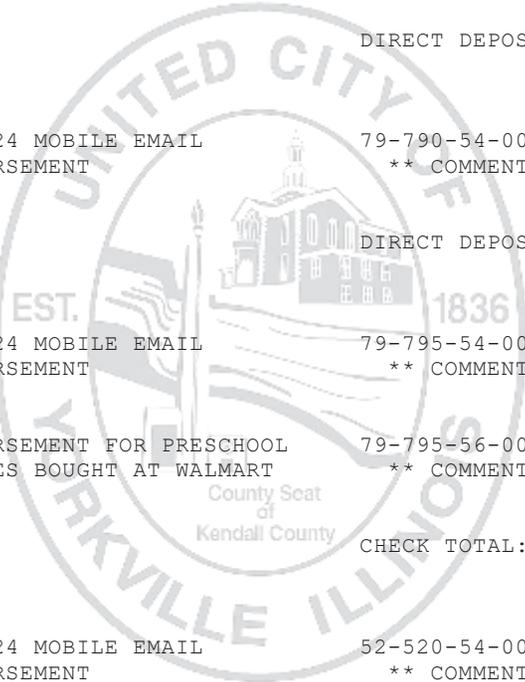
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540914	HAYESC CHRISTOPHER HAYES						
	052424-PER DIEMS	05/24/24	01	FBI LEEDA CLI TRAINING MEAL	01-210-54-00-5415		75.00
			02	PER DIEMS	** COMMENT **		
					INVOICE TOTAL:		75.00 *
	053124-PER DIEMS	05/31/24	01	FBI SWAT SCHOOL MEAL PER	01-210-54-00-5415		266.00
			02	DIEMS	** COMMENT **		
					INVOICE TOTAL:		266.00 *
					CHECK TOTAL:		341.00
D003566	HENNED DURK HENNE						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003567	HERNANDN NOAH HERNANDEZ						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540915	HODOUSR RICHARD HODOUS						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		10.50
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		10.50 *
					CHECK TOTAL:		10.50



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

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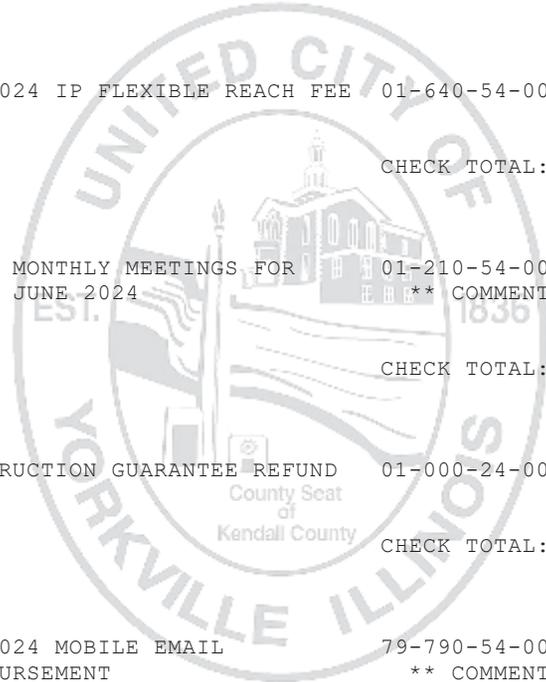
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D003568	HORNERR RYAN HORNER						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	TOOL REIMB	06/17/24	01	REIMBURSEMENT FOR TOOLS AND	79-790-56-00-5630		2,192.61
			02	TRUCK BOXES	** COMMENT **		
					INVOICE TOTAL:		2,192.61 *
					DIRECT DEPOSIT TOTAL:		2,237.61
D003569	HOULEA ANTHONY HOULE						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540916	IHRIGK KIRSTEN IHRIG						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	WALMART REIMB	05/25/24	01	REIMBURSEMENT FOR PRESCHOOL	79-795-56-00-5606		69.77
			02	SUPPLIES BOUGHT AT WALMART	** COMMENT **		
					INVOICE TOTAL:		69.77 *
					CHECK TOTAL:		114.77
D003570	JACKSONJ JAMIE JACKSON						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



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

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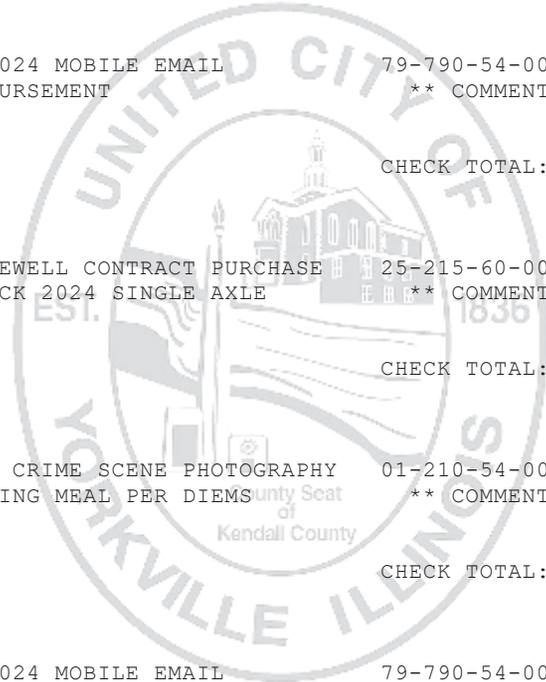
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D003571	JOHNGEOR	GEORGE JOHNSON					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	JUN 2024 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
540917	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	620	06/01/24	01	MAY 2024 IP FLEXIBLE REACH FEE	01-640-54-00-5449		115.56
				INVOICE TOTAL:			115.56 *
				CHECK TOTAL:			115.56
540918	KENDCPA	KENDALL COUNTY CHIEFS OF					
	1179	06/12/24	01	KCACP MONTHLY MEETINGS FOR	01-210-54-00-5415		185.00
			02	MAY & JUNE 2024	** COMMENT **		
				INVOICE TOTAL:			185.00 *
				CHECK TOTAL:			185.00
540919	KENDCROS	KENDALL CROSSING, LLC					
	STATION 1 BBQ-524 KE	06/20/24	01	CONSTRUCTION GUARANTEE REFUND	01-000-24-00-2415		24,468.00
				INVOICE TOTAL:			24,468.00 *
				CHECK TOTAL:			24,468.00
D003572	KLEEFISG	GLENN KLEEFISCH					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00



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

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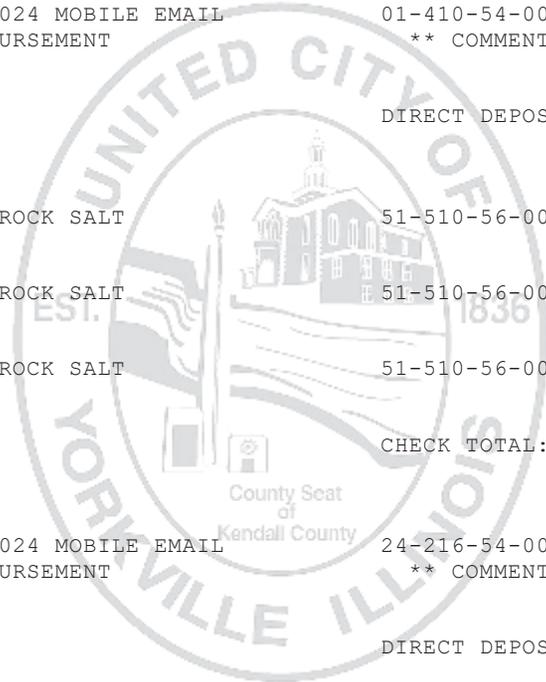
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540920	KLUBER	KLUBER, INC							
	9033			05/31/24	01	CITY OF YORKVILLE PUBLIC	24-216-60-00-6042		30,654.00
					02	WORKS AND PARK MAINTENANCE	** COMMENT **		
					03	STUDY.	** COMMENT **		
							INVOICE TOTAL:		30,654.00 *
							CHECK TOTAL:		30,654.00
540921	LANDAP	PAUL LANDA							
	070124			07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		10.50
					02	REIMBURSEMENT	** COMMENT **		
							INVOICE TOTAL:		10.50 *
							CHECK TOTAL:		10.50
540922	LINDCO	LINDCO EQUIPMENT SALES INC							
	221475C-SWL			06/03/24	01	SOURCEWELL CONTRACT PURCHASE	25-215-60-00-6070		143,831.38
					02	OF MACK 2024 SINGLE AXLE	** COMMENT **		
							INVOICE TOTAL:		143,831.38 *
							CHECK TOTAL:		143,831.38
540923	LOBDELLT	TYLER LOBDELL							
	052324-PER DIEM			05/23/24	01	BASIC CRIME SCENE PHOTOGRAPHY	01-210-54-00-5415		45.00
					02	TRAINING MEAL PER DIEMS	** COMMENT **		
							INVOICE TOTAL:		45.00 *
							CHECK TOTAL:		45.00
540924	LOMBARDS	STEVEN LOMBARDO							
	070124			07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		10.50



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

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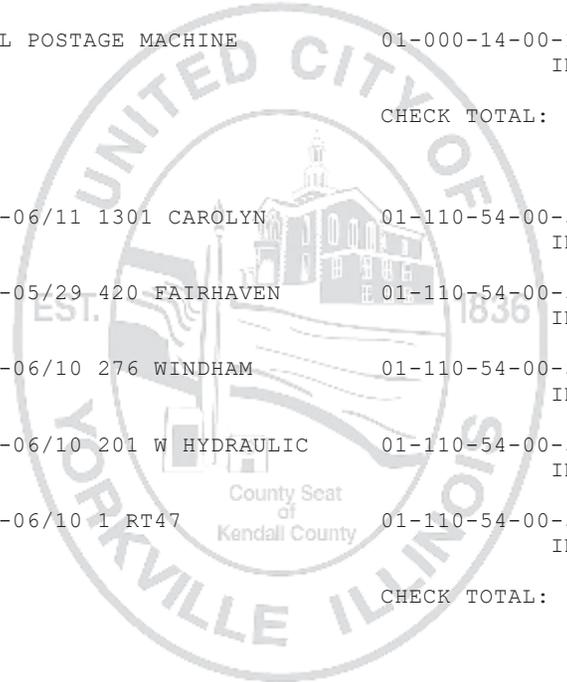
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540924	LOMBARDS	STEVEN LOMBARDO					
	070124	07/01/24	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		10.50 *
					CHECK TOTAL:		10.50
D003573	MCGREGOM	MATTHEW MCGREGORY					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540925	MIDWSALT	MIDWEST SALT					
	P474866	06/18/24	01	BULK ROCK SALT	51-510-56-00-5638		3,254.25
					INVOICE TOTAL:		3,254.25 *
	P474867	06/18/24	01	BULK ROCK SALT	51-510-56-00-5638		3,161.40
					INVOICE TOTAL:		3,161.40 *
	P474884	06/19/24	01	BULK ROCK SALT	51-510-56-00-5638		3,114.97
					INVOICE TOTAL:		3,114.97 *
					CHECK TOTAL:		9,530.62
D003574	MILSCHET	TED MILSCHEWSKI					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



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

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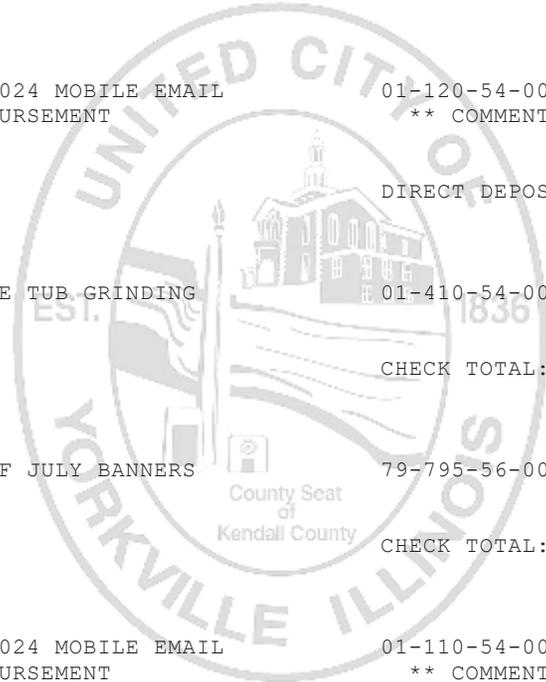
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D003575	NAVARROJ 070124	JESUS NAVARRO 07/01/24	01 02	JUN 2024 MOBILE EMAIL REIMBURSEMENT	24-216-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540926	NEOPOST 062524-CITY	QUADIENT FINANCE USA, INC 06/25/24	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		300.00 INVOICE TOTAL: 300.00 *
					CHECK TOTAL:		300.00
540927	NICOR 16-00-27-3553 4-0524	NICOR GAS 06/11/24	01	05/10-06/11 1301 CAROLYN	01-110-54-00-5480		44.33 INVOICE TOTAL: 44.33 *
	20-52-56-2042 1-0524	05/29/24	01	04/26-05/29 420 FAIRHAVEN	01-110-54-00-5480		139.93 INVOICE TOTAL: 139.93 *
	31-61-67-2493 1-0524	06/10/24	01	05/09-06/10 276 WINDHAM	01-110-54-00-5480		44.27 INVOICE TOTAL: 44.27 *
	45-12-25-4081 3-0524	06/11/24	01	05/09-06/10 201 W HYDRAULIC	01-110-54-00-5480		54.43 INVOICE TOTAL: 54.43 *
	95-16-10-1000 4-0524	06/13/24	01	05/14-06/10 1 RT47	01-110-54-00-5480		42.62 INVOICE TOTAL: 42.62 *
					CHECK TOTAL:		325.58
540928	ONECLARI 11187	PORTABLE TANK GROUP, INC 06/20/24	01	NEW WATER TANK	25-225-60-00-6010		11,649.72 INVOICE TOTAL: 11,649.72 *
					CHECK TOTAL:		11,649.72



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

INVOICES DUE ON/BEFORE 07/09/2024

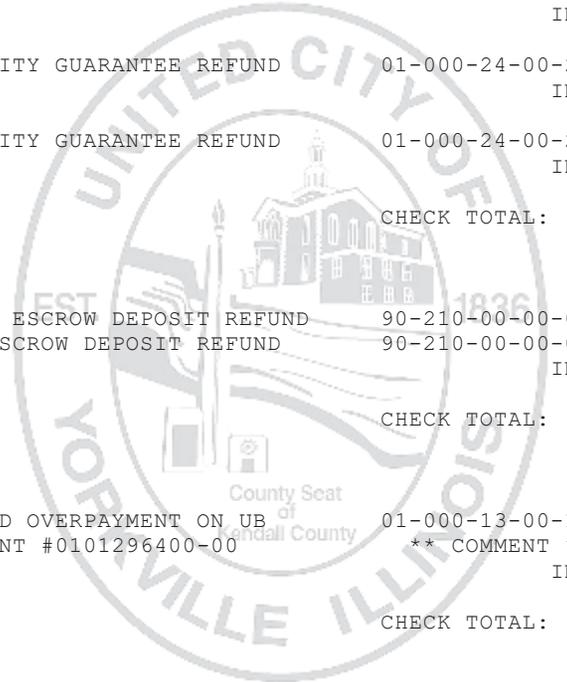
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540929	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	25395505	06/24/24	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		406.59
						INVOICE TOTAL:	406.59 *
	25395507	06/24/24	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		540.64
						INVOICE TOTAL:	540.64 *
						CHECK TOTAL:	947.23
D003576	PIAZZA	AMY SIMMONS					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
540930	PIPERSON	STEVE PIPER & SONS, INC.					
	23045	06/17/24	01	REMOTE TUB GRINDING	01-410-54-00-5458		8,110.00
						INVOICE TOTAL:	8,110.00 *
						CHECK TOTAL:	8,110.00
540931	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	4083	06/19/24	01	4TH OF JULY BANNERS	79-795-56-00-5606		360.00
						INVOICE TOTAL:	360.00 *
						CHECK TOTAL:	360.00
540932	PURCELLJ	JOHN PURCELL					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	45.00



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

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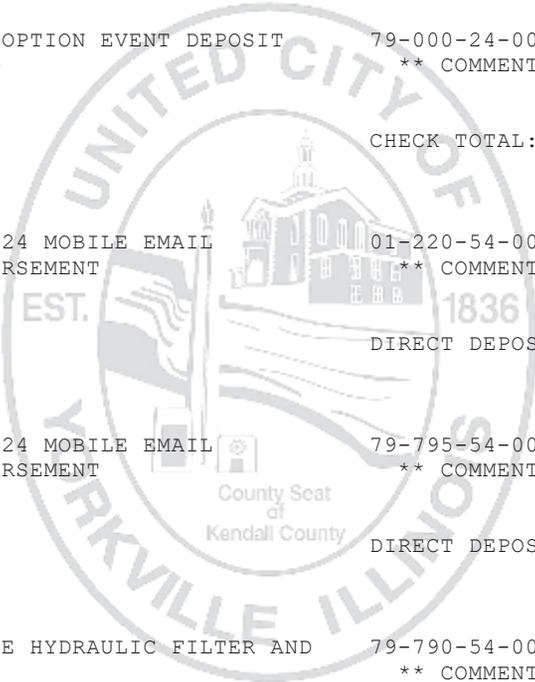
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540933	R0001975 RYAN HOMES						
	20230653-2661 GOULD	06/26/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20230924-2656 GOULD	06/26/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231314-2657 GOULD	06/26/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231315-2659 GOULD	06/26/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	20231316-2650 GOULD	06/26/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
						CHECK TOTAL:	25,000.00
540934	R0002652 CULTIVATE POWER LLC						
	LANCELEAF ESCROW RFN	06/24/24	01	LEGAL ESCROW DEPOSIT REFUND	90-210-00-00-0011		4,838.00
			02	ENG ESCROW DEPOSIT REFUND	90-210-00-00-0111		13,922.50
						INVOICE TOTAL:	18,760.50 *
						CHECK TOTAL:	18,760.50
540935	R0002653 RANDY KELLEY						
	062424-RFND	06/24/24	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		194.88
			02	ACCOUNT #0101296400-00	** COMMENT **		
						INVOICE TOTAL:	194.88 *
						CHECK TOTAL:	194.88
540936	R0002654 MICHAEL KLIPP						



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

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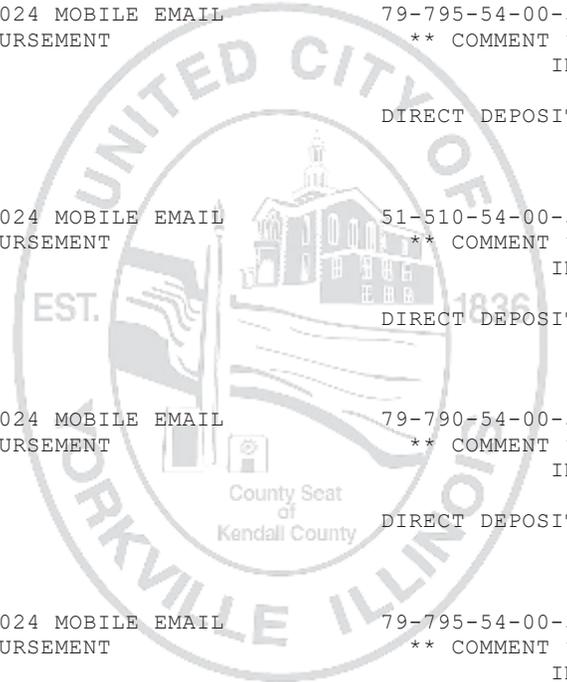
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540936	R0002654 061724-RFND	MICHAEL KLIPP 06/17/24	01 02	REFUND OVERPAYMENT ON UB ACCT #0102340400-01	01-000-13-00-1371 ** COMMENT **		205.64 INVOICE TOTAL: 205.64 *
					CHECK TOTAL:		205.64
540937	R0002655 214774	EARTHWISE PET SHOP 06/13/24	01 02	PET ADOPTION EVENT DEPOSIT REFUND	79-000-24-00-2410 ** COMMENT **		100.00 INVOICE TOTAL: 100.00 *
					CHECK TOTAL:		100.00
D003577	RATOSP 070124	PETE RATOS 07/01/24	01 02	JUN 2024 MOBILE EMAIL REIMBURSEMENT	01-220-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003578	REDMONST 070124	STEVE REDMON 07/01/24	01 02	JUN 2024 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540938	REINDERS 4075882-00	REINDERS, INC. 06/19/24	01 02	REPLACE HYDRAULIC FILTER AND FLUID	79-790-54-00-5495 ** COMMENT **		895.77 INVOICE TOTAL: 895.77 *
					CHECK TOTAL:		895.77



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

INVOICES DUE ON/BEFORE 07/09/2024

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540939	RESOMANA	RESOURCE MANAGEMENT ASSOCIATES					
	24041-1	06/04/24	01	POLICE SERGEANT EXAM	01-210-54-00-5411		366.96
						INVOICE TOTAL:	366.96 *
					CHECK TOTAL:		366.96
D003579	ROSBOROS	SHAY REMUS					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003580	SCODROP	PETER SCODRO					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003581	SCOTTTR	TREVOR SCOTT					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003582	SENDRAS	SAMANTHA SENDRA					
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



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

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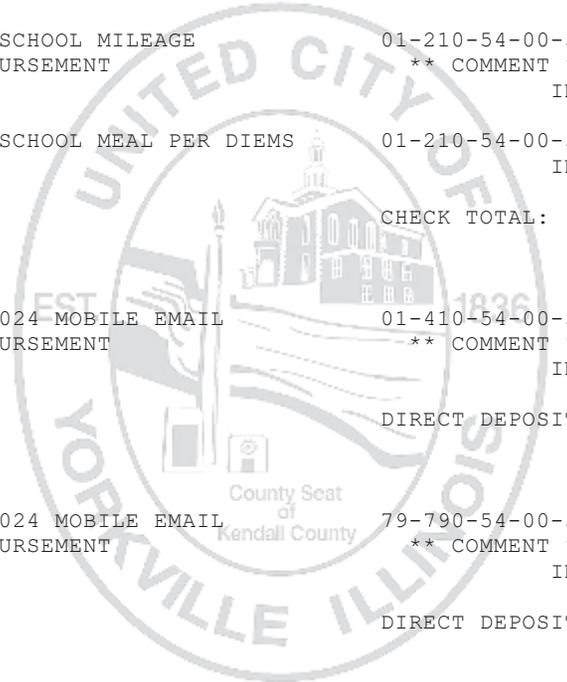
D003583	SENGM MATT SENG						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

540940	SHEPHERC CORY SHEPHERD						
	053124-MILEAGE	05/31/24	01	SWAT SCHOOL MILEAGE	01-210-54-00-5415		120.91
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		120.91 *
	053124-PER DIEM	05/31/24	01	SWAT SCHOOL MEAL PER DIEMS	01-210-54-00-5415		269.00
					INVOICE TOTAL:		269.00 *
					CHECK TOTAL:		389.91

D003584	SLEEZERJ JOHN SLEEZER						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

D003585	SLEEZERS SCOTT SLEEZER						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

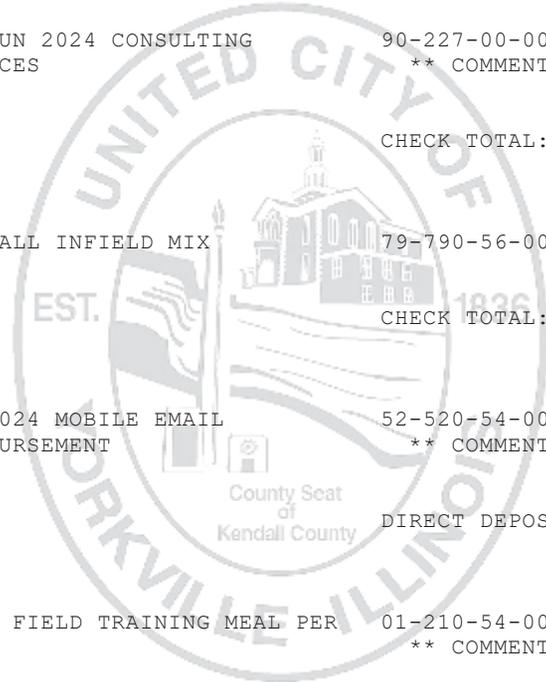
D003586	SMITHD DOUG SMITH						
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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

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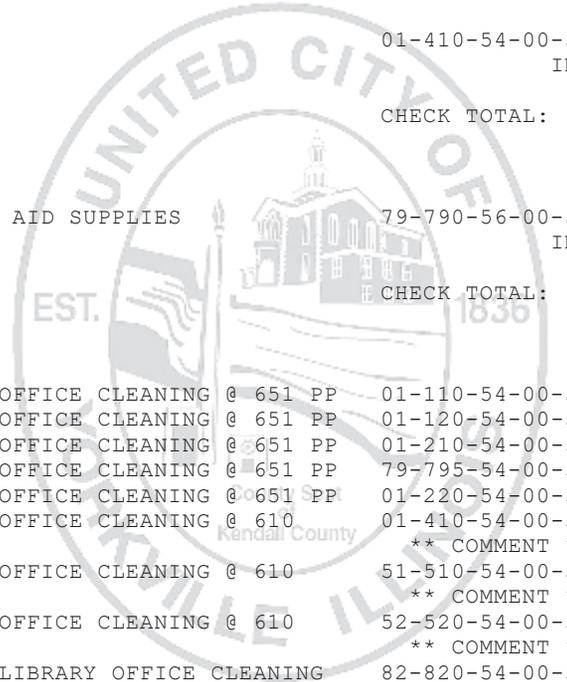
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D003586	SMITHD DOUG SMITH 070124	07/01/24	01 02	JUN 2024 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
540941	SOUNDENG SOUNDSCAPE ENGINEERING LLC 1988	06/18/24	01 02	MAY-JUN 2024 CONSULTING SERVICES	90-227-00-00-0111 ** COMMENT **		988.75 INVOICE TOTAL: 988.75 * CHECK TOTAL: 988.75
540942	SPRTFLD SPORTSFIELDS, INC. 24224	06/13/24	01	BASEBALL INFIELD MIX	79-790-56-00-5646		1,315.28 INVOICE TOTAL: 1,315.28 * CHECK TOTAL: 1,315.28
D003587	STEFFANG GEORGE A STEFFENS 070124	07/01/24	01 02	JUN 2024 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
540943	SWANSONL LUKE SWANSON 061424-PER DIEM	06/27/24	01 02	BASIC FIELD TRAINING MEAL PER DIEMS	01-210-54-00-5415 ** COMMENT **		75.00 INVOICE TOTAL: 75.00 * CHECK TOTAL: 75.00



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

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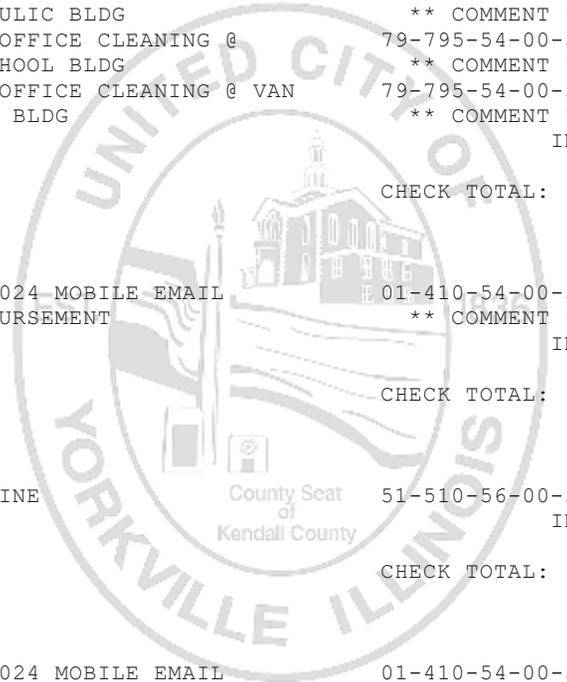
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003588	THOMASL LORI THOMAS						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540944	TRAFFIC TRAFFIC CONTROL CORPORATION						
	151773	06/21/24	01	LEDS	01-410-54-00-5435		408.00
					INVOICE TOTAL:		408.00 *
					CHECK TOTAL:		408.00
540945	UNIFIRST UNIFIRST FIRST AID & SAFETY						
	I375331	06/11/24	01	FIRST AID SUPPLIES	79-790-56-00-5620		118.30
					INVOICE TOTAL:		118.30 *
					CHECK TOTAL:		118.30
540946	UNIMAX UNI-MAX MANAGEMENT CORP						
	4980	06/17/24	01	JUNE OFFICE CLEANING @ 651 PP	01-110-54-00-5488		342.17
			02	JUNE OFFICE CLEANING @ 651 PP	01-120-54-00-5488		342.17
			03	JUNE OFFICE CLEANING @ 651 PP	01-210-54-00-5488		982.77
			04	JUNE OFFICE CLEANING @ 651 PP	79-795-54-00-5488		294.55
			05	JUNE OFFICE CLEANING @ 651 PP	01-220-54-00-5488		188.34
			06	JUNE OFFICE CLEANING @ 610	01-410-54-00-5488		144.33
			07	TOWER	** COMMENT **		
			08	JUNE OFFICE CLEANING @ 610	51-510-54-00-5488		144.34
			09	TOWER	** COMMENT **		
			10	JUNE OFFICE CLEANING @ 610	52-520-54-00-5488		144.33
			11	TOWER	** COMMENT **		
			12	JUNE LIBRARY OFFICE CLEANING	82-820-54-00-5488		1,950.00



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

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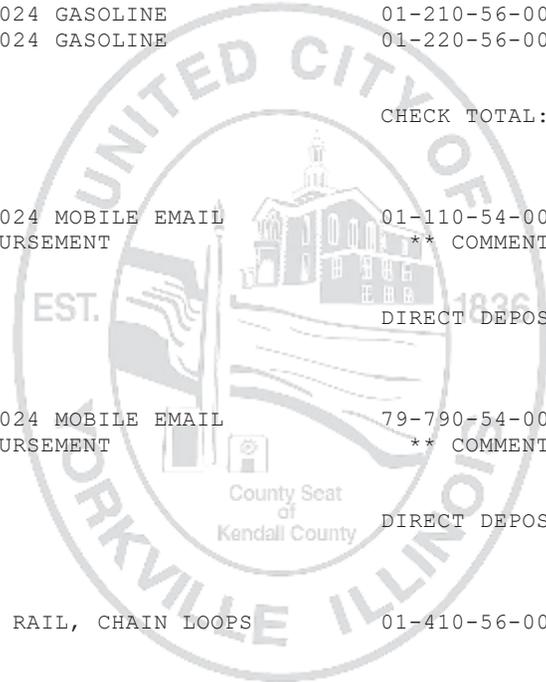
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540946	UNIMAX	UNI-MAX MANAGEMENT CORP						
	4980	06/17/24	13	JUNE OFFICE CLEANING @ 185	79-790-54-00-5488		216.00	
			14	WOLF	** COMMENT **			
			15	JUNE OFFICE CLEANING @	79-790-54-00-5488		212.00	
			16	BEECHER CONCESSION	** COMMENT **			
			17	JUNE OFFICE CLEANING @ BRIDGE	79-790-54-00-5488		212.00	
			18	CONCESSION	** COMMENT **			
			19	JUNE OFFICE CLEANING @	79-795-54-00-5488		108.00	
			20	HYDRAULIC BLDG	** COMMENT **			
			21	JUNE OFFICE CLEANING @	79-795-54-00-5488		650.00	
			22	PRESCHOOL BLDG	** COMMENT **			
			23	JUNE OFFICE CLEANING @ VAN	79-795-54-00-5488		216.00	
			24	EMMON BLDG	** COMMENT **			
				INVOICE TOTAL:			6,147.00 *	
				CHECK TOTAL:			6,147.00	
540947	VALLASB	BRYAN VALLES-MATA						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
				INVOICE TOTAL:			45.00 *	
				CHECK TOTAL:			45.00	
540948	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	125028	06/04/24	01	CHLORINE	51-510-56-00-5638		6,075.82	
				INVOICE TOTAL:			6,075.82 *	
				CHECK TOTAL:			6,075.82	
D003589	WEBERR	ROBERT WEBER						
	070124	07/01/24	01	JUN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	



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

INVOICES DUE ON/BEFORE 07/09/2024

CHECK #	VENDOR # INVOICE #	VENDOR	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003589	WEBERR	ROBERT WEBER						
	070124		07/01/24	02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540949	WEX	WEX BANK						
	98025617		06/30/24	01	JUN 2024 GASOLINE	01-210-56-00-5695		6,520.97
				02	JUN 2024 GASOLINE	01-220-56-00-5695		739.32
						INVOICE TOTAL:		7,260.29 *
						CHECK TOTAL:		7,260.29
D003590	WILLRETE	ERIN WILLRETT						
	070124		07/01/24	01	JUN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003591	WOLFB	BRANDON WOLF						
	070124		07/01/24	01	JUN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540950	YORKACE	YORKVILLE ACE & RADIO SHACK						
	178830		05/28/24	01	SLIDE RAIL, CHAIN LOOPS	01-410-56-00-5620		193.93
						INVOICE TOTAL:		193.93 *
	178882		06/05/14	01	CARABINER, KEYS, KEY RINGS	52-520-56-00-5620		20.25
						INVOICE TOTAL:		20.25 *
						CHECK TOTAL:		214.18

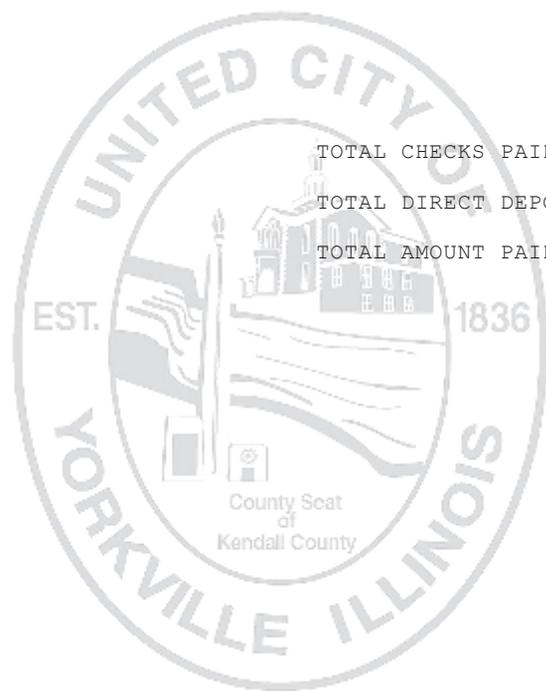


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

INVOICES DUE ON/BEFORE 07/09/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540951	YOUNGM MARLYS J. YOUNG 060424-EDC	06/19/24	01	06/04/24 EDC MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
					CHECK TOTAL:		85.00

TOTAL CHECKS PAID: 1,053,041.90
 TOTAL DIRECT DEPOSITS PAID: 25,963.02
 TOTAL AMOUNT PAID: 1,079,004.92



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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY June 21, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 1,583.34	\$ -	\$ 1,583.34	\$ -	\$ 121.13	\$ 1,704.47
ALDERMAN	5,766.64	-	5,766.64	-	441.20	6,207.84
ADMINISTRATION	23,738.23	-	23,738.23	1,383.95	1,763.90	26,886.08
FINANCE	23,884.94	-	23,884.94	1,392.48	1,794.65	27,072.07
POLICE	171,539.51	1,541.49	173,081.00	446.43	12,911.65	186,439.08
COMMUNITY DEV.	34,808.34	-	34,808.34	2,008.35	2,573.67	39,390.36
STREETS	26,600.65	459.10	27,059.75	1,577.56	2,012.01	30,649.32
BUILDING & GROUNDS	6,202.70	-	6,202.70	361.62	461.68	7,026.00
WATER	21,596.24	411.33	22,007.57	1,283.04	1,611.70	24,902.31
SEWER	13,212.95	-	13,212.95	770.35	971.76	14,955.06
PARKS	41,253.90	114.04	41,367.94	2,119.13	3,092.33	46,579.40
RECREATION	34,693.86	-	34,693.86	1,573.97	2,600.12	38,867.95
LIBRARY	19,072.06	-	19,072.06	727.87	1,406.81	21,206.74
TOTALS	\$ 423,953.36	\$ 2,525.96	\$ 426,479.32	\$ 13,644.75	\$ 31,762.61	\$ 471,886.68

TOTAL PAYROLL

\$ 471,886.68



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, July 9, 2024

ACCOUNTS PAYABLE

DATE

FY 24

City MasterCard Bill Register - FY 24 <i>(Pages 1 - 4)</i>	06/25/2024	\$	298,276.57
Manual City Check Register - FY 24 <i>(Page 5)</i>	06/26/2024		19,282.00
Manual City Check Register - FY 24 <i>(Page 6)</i>	07/09/2024		18,660.10
City Check Register - FY 25 <i>(Pages 7 - 8)</i>	07/09/2024		637,791.10

			\$ 974,009.77
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FY 25

Clerk's Check #131240 Kendall County Recorder <i>(Page 9)</i>	06/04/2024	\$	57.00
Clerk's Check #131241 Kendall County Recorder <i>(Page 10)</i>	06/14/2024		57.00
City MasterCard Bill Register - FY 25 <i>(Pages 11 - 21)</i>	06/25/2024		93,694.45
Manual City Check Register - FY 25 <i>(Pages 22 - 26)</i>	06/28/2024		2,982.00
City Check Register - FY 25 <i>(Pages 27 - 56)</i>	07/09/2024		1,079,004.92

			\$1,175,795.37
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WIRE PAYMENTS

Blue Cross/ Blue Shield Insurance-July 2024	06/28/2024	\$	153,001.16
Amalgamated Bank of Chicago - 2023 Bond -Interest PMT	06/25/2024		225,921.88
Amalgamated Bank of Chicago - 2021 Bond -Principal PMT	06/25/2024		98,950.00
Key Govt Finance-2022 Debt Service- Interest PMT	06/25/2024		14,960.20
Amalgamated Bank of Chicago - 2014C Bond -Interest PMT	06/25/2024		2,025.00
BNY Mellon - 2006 Bond - Interest PMT	06/25/2024		2,400.00

			\$497,258.24
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PAYROLL

Bi - Weekly <i>(Page 57)</i>	06/21/2024	\$	471,886.68
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			\$ 471,886.68
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			\$ 3,118,950.06
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-47

Agenda Item Summary Memo

Title: Downtown Grant Plans (FS Property)

Meeting and Date: City Council – May 28, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 5/28/24

Action Taken: Ordinance was passed authorizing the acquisition of real estate, and the purchase agreement of the FS property was approved.

Item Number: CC 2024-47

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:

The packet material was not complete at the time of packet creation. It will be distributed via a supplemental packet prior to or at the City Council meeting.



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-54

Agenda Item Summary Memo

Title: TRG Venture Two, LLC - Whispering Meadows Settlement Agreement

Meeting and Date: City Council – July 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 3, 2024
Subject: Settlement agreement with TRG Venture Two, LLC

Summary

Approval of a settlement agreement with TRG Venture Two, LLC related to litigation pending involving the Whispering Meadows infrastructure.

Background

The City filed lawsuits against Fidelity and Deposit Company of Maryland, TRG Venture Two, LLC and William Ryan Homes seeking completion of subdivision infrastructure left unfinished by Kimball Hill and the subsequent landowners. Due to various rulings by the Court, this litigation proceeded in different stages. The City settled claims with Fidelity and Deposit Company of Maryland in 2018. In that settlement agreement, Fidelity agreed to pay the City \$800,000. The funds were used to repair and repave many of the Whispering Meadows streets.

Some public improvements remain unfinished, and the lawsuit against TRG Venture Two, LLC and William Ryan Homes has continued. After previous failed attempts at settlement, TRG Venture Two, LLC and the City reopened discussions. The results of those discussions is attached in the proposed Settlement Agreement.

In general, TRG Venture Two, LLC is agreeing to pay \$760,000 to the City and will deed the 15-acre property in Unit 4 to the School District in exchange for the following:

- i. City waiving enforcement of the completion of the remaining public improvements by TRG or successor builders (excepting sidewalks and parkway trees adjacent to the TRG Lots);
- ii. City completing Faxon Road by November 1, 2024; and
- iii. City reducing various permit fees on new home construction by the amount of \$3,050.00.

The parties agree to release each other of their claims and dismiss their pending claims against each other.

Recommendation

Staff recommends approval of the settlement agreement.

RELEASE AND SETTLEMENT AGREEMENT

This **RELEASE AND SETTLEMENT AGREEMENT** (“**Settlement Agreement**”) is dated as of the ____ day of _____, 2024, and is between the **UNITED CITY OF YORKVILLE**, an Illinois municipal corporation (“Yorkville” or “the City”) and **TRG VENTURE TWO, LLC**, a Delaware limited liability company (“**TRG**”).

Recitals

1. WHEREAS, on August 12, 2003, the City entered into an Annexation Agreement (“Annexation Agreement”) with the Owners and with Kimball Hill Homes (“KH”), the Developer. The Annexation Agreement was recorded on October 1, 2003 with the Kendall County Recorder as Document No. 20030035509. Pursuant to Section 22(H), the Annexation Agreement was to be in full force and effect for a period of twenty years from the date of execution.

2. WHEREAS, the subject of the Annexation Agreement was certain real property owned or controlled by KH (the “Property”).

3. WHEREAS, the Property was annexed to the City pursuant to the provisions of the Annexation Agreement.

4. WHEREAS, as contemplated by the Annexation Agreement, KH commenced development of the Subdivision with a proposed 450-lot single family residential subdivision known as Whispering Meadows Subdivision (the “Subdivision”). The Subdivision is divided into four neighborhoods, known as Unit 1, Unit 2, Unit 3 and Unit 4. Final plats of the Subdivision for Unit 1, Unit 2 and Unit 4 have been recorded. The final plat of the Subdivision for Unit 3 has not been recorded.

5. WHEREAS, pursuant to the Annexation Agreement, KH was required to grade the property, complete certain public parks and trails, and install certain public improvements in the Subdivision, including, but not limited to, sanitary sewer and water facilities, roadway, sidewalks, culverts, storm sewer systems, storm water detention facilities, sidewalks and parkway landscaping (“Bonded Improvements”).

6. WHEREAS, pursuant to the Annexation Agreement and in order to secure the performance of its obligations, KH posted certain subdivision performance bonds (the “Bonds”) to secure installation of the Bonded Improvements. Specifically, Fidelity and Deposit Company of Maryland (“F&D”) issued the subdivision performance bonds, to secure installation of certain of the Public Improvements in Unit 1, Unit 2 and Unit 4 (“F&D Bond(s)” or “Bond(s)”). The following subdivision Bonds were provided to Yorkville for Units 1, 2 and 4 of the Subdivision:

- a. Bond No. 08780402 executed on February in the penal sum of \$2,521,235.09 for earthwork, underground improvements and paving in Unit 1, the penal sum of which was reduced to \$428,235.43 on or about August 15, 2007;

- b. Bond No. 08778950 in the penal sum of \$646,093.44 for landscaping in Unit 1, the penal sum of which was reduced to \$142,563.44 on or about August 15, 2007;
- c. Bond No. 08780401 in the penal sum of \$3,162,992.03, for earthwork, underground improvements and paving in Unit 2, the penal sum of which was reduced to \$717,347.37 on or about August 15, 2007;
- d. Bond No. 08780403 in the penal sum of \$252,641.40, for landscaping in Unit 2, the penal sum of which was reduced to \$121,727.22 on or about August 15, 2007;
- e. Bond No. 08825607 in the penal sum of \$2,947,427.87 for sanitary sewers, water main, storm sewers, and miscellaneous improvements in Unit 4, the penal sum of which was reduced to \$632,599.56 on or about August 15, 2007; and
- f. Bond No. 08825608 in the penal sum of \$313,727.70 for landscape improvements in Unit 4, the penal sum of which was reduced to \$232,443.71 on or about August 15, 2007.

7. WHEREAS, pursuant to the Annexation Agreement, KH was required to pay certain impact fees, fees in lieu of land donations, annexation fees, municipal consultants' fees, connection fees and other fees ("Fees") and to make certain land donations ("Donations") to the City and other units of government in connection with development of the Subdivision and single-family residences therein.

8. WHEREAS, KH did not complete all of the Bonded Improvements

9. WHEREAS, on April 23, 2008, KH and its various subsidiary and parent companies filed for Chapter 11 protection with the United States Bankruptcy Court for the Northern District of Illinois in Case No. 08-bk-10095 ("Bankruptcy Case").

10. WHEREAS, on March 12, 2009, the Bankruptcy Court entered the Confirmation Order, which confirmed the *Joint Plan of Kimball Hill, Inc. and Its Debtor Subsidiaries Pursuant to Chapter 11 of the United States Bankruptcy Code* (the "Joint Plan").

11. WHEREAS, by special warranty deed dated April 30, 2010 and recorded on May 24, 2010 with the Kendall County Recorder of Deeds as document number 20100009159, the KH liquidation trust conveyed to TRG lots 3, 4, 5, 6 and 39 in Unit 1 of the property in question, lots 60, 63, 64, 75, 76, 77, 78, 79, 135 and 170 in Unit 2, lots 192 through 201 (both inclusive), lots 204 through 208 (both inclusive), lots 211, 212, 214, 215, 216, 217, 220, 222, 253, 256, 257, 259, 260 and 265, lots 278 through 282 (both inclusive), lots 284 through 297 (both inclusive) and lot 301 in Unit 4 ("TRG Lots").

12. WHEREAS, Yorkville declared Kimball Hill in default of its obligations under the Annexation Agreement to install improvements in the Subdivision and made demand upon F&D under the Bonds.

13. WHEREAS, F&D denied the demands of Yorkville.

14. WHEREAS, subsequent to TRG's acquisition of the TRG Lots, the City requested that TRG complete the Bonded Improvements.

15. WHEREAS, on May 5, 2011, Yorkville filed suit in the Circuit Court of Kendall County against F&D, entitled, *United City of Yorkville v Fidelity and Deposit Company of Maryland*, No. 2011 L 0030 ("2011 Lawsuit") seeking recovery on the Unit 1 Bonds and the Unit 2 Bonds.

16. WHEREAS, on October 26, 2011, F&D filed a Third-Party Complaint against TRG in the 2011 Lawsuit.

17. WHEREAS, on June 27, 2013, Yorkville filed its Amended Complaint adding TRG as a direct defendant in the 2011 Lawsuit.

18. WHEREAS, on January 14, 2014, the Court granted TRG's Motion to Dismiss Yorkville's Amended Complaint against TRG in the 2011 Lawsuit.

19. WHEREAS, on May 2, 2014, Yorkville filed suit in the Circuit Court of Kendall County against F&D, entitled, *United City of Yorkville v Fidelity and Deposit Company of Maryland*, No. 2014 MR 90 ("2014 Lawsuit") seeking recovery on the Unit 4 Bonds (the 2011 Lawsuit and the 2014 Lawsuit shall be collectively referred to as the "Lawsuits.")

20. WHEREAS, on November 17, 2014, F&D filed a Third-Party Complaint against TRG in the 2014 Lawsuit.

21. WHEREAS, on January 15, 2015, Yorkville filed an Amended Complaint adding TRG as a direct defendant in the 2014 Lawsuit.

22. WHEREAS, on April 28, 2015, TRG's Motions to dismiss F&D's Third-Party Complaint, and Yorkville's Amended Complaint in the 2014 Lawsuit were granted.

23. WHEREAS, on July 18, 2016, TRG filed a Motion to Enforce the Confirmation Order against F&D ("Motion to Enforce") in the Bankruptcy Case seeking, among other things, to compel dismissal of all state court actions brought by F&D, relating to the F&D Bonds, and Bonded Improvements.

24. WHEREAS, on March 20, 2017, the Bankruptcy Court granted TRG's Motion to Enforce and found F&D in contempt for bringing state court actions against TRG in violation of the Joint Plan. The Bankruptcy Court ordered F&D to dismiss all state court actions against TRG. F&D did not appeal dismissal of its Third-Party claims against TRG in the Lawsuits.

25. WHEREAS, on February 28, 2018, the City and F&D entered into a Settlement Agreement pursuant to which F&D agreed to pay \$800,000 to the City as resolution of "all of Yorkville's claims against F&D that either were brought or could have been brought against F&D in the Lawsuits, including, without limitations, the claims brought for breach of each of the," F&D Bonds ("F&D Settlement Agreement").

26. WHEREAS, on March 1, 2018, Agreed Orders of Dismissal were entered in the Lawsuits dismissing Yorkville’s claims against F&D with prejudice pursuant to the terms of the F&D Settlement Agreement.

27. WHEREAS, Yorkville appealed the dismissal of its claims against TRG to the Appellate Court of Illinois, Second District. The Appellate Court reversed the dismissal of Yorkville’s claims against TRG in the Lawsuits on November 7, 2019. The Lawsuits were remanded to the Sixteenth Judicial Circuit, Kendall County and reinstated on November 22, 2019 for further proceedings on Yorkville’s claims against TRG in the Lawsuits.

28. WHEREAS, on November 23, 2020, TRG filed its Answer and Affirmative Defenses to Yorkville’s Complaints in the Lawsuits, and Counterclaims against Yorkville and F&D (“TRG Counterclaims”) seeking, among other things, a declaration that the F&D Settlement Agreement was void *ab initio*.

29. WHEREAS, on April 6, 2021, the Court denied Yorkville and F&D’s Motions to Dismiss the TRG Counterclaims.

30. WHEREAS, TRG intends to sell the TRG Lots to one or more homebuilders (“Builder(s)”). These Builders shall be considered successors of TRG for purposes of this Settlement Agreement.

31. WHEREAS, in accordance with the powers granted by the Constitution of the State of Illinois and by the statutes and laws of the State of Illinois to the City as a non-home rule municipal corporation organized and existing under the laws of the State of Illinois, the Parties hereto wish to enter into and bind themselves to this Settlement Agreement with respect to the TRG Lots and to provide for various other matters related directly or indirectly to the development of the TRG Lots, including full and final settlement of all claims the City alleged and could have alleged against TRG relating to the TRG Lots in the Lawsuits including, without limitation, under the Annexation Agreement, and all claims TRG alleged and could have alleged against the City relating to the F&D Settlement Agreement and the Annexation Agreement.

32. WHEREAS, Yorkville intends to continue to pursue and does not waive or release any claims it has or may have against William Ryan Homes (“WRH”) as stated in the Lawsuits.

35. WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Settlement Agreement have been given, made, held and performed by the City to the extent that any are required by the Municipal Code and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and TRG agree as follows:

Section 1. Incorporation of Recitals and Effect of Agreement.

The above recitals are incorporated as part of this Settlement Agreement as though fully set forth herein.

Section 2. Payment

Within 30 days of the execution of this Settlement Agreement, TRG shall pay Yorkville the sum of SEVEN HUNDRED SIXTY THOUSAND AND 0/100 DOLLARS (\$760,000.00) (“Payment”) in full and final resolution of Yorkville’s claims against TRG (subject to the terms and conditions set forth in this Settlement Agreement) that either were brought or could have been brought in the Lawsuits, including, without limitations, any claims relating to or arising out of the Annexation Agreement.

Section 3. Release

Yorkville Release. In consideration of and effective upon the receipt by counsel for Yorkville of the Payment, Yorkville for itself and any other persons or entities claiming through Yorkville (collectively, “Yorkville Releasers”) hereby completely, fully and finally releases, remises, acquits and forever discharges TRG and its affiliates, subsidiaries, successors, assigns, reinsurers, employees, agents, representatives, attorneys, consultants, contractors, officers, directors, and shareholders (collectively, “TRG Released Parties”), jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, bad faith claims, liens, rights of action, causes of action, assessments, fines, levies, and/or demands, of any nature, whether in law or equity, known or unknown, which any of the Yorkville Releasers has had, now has or may have against the TRG Released Parties arising out of, related to and/or concerning the TRG Lots, the Subdivision, the Annexation Agreement, and any and all claims that have been asserted or could be asserted in the Lawsuits by Yorkville against TRG.

The foregoing is a release by the Yorkville Releasers of the TRG Released Parties only. Yorkville reserves and does not waive or release any claims, demands or rights that each has or may have against WRH.

TRG Release. In consideration for the good and valuable consideration set forth herein, TRG for itself and any other persons or entities claiming through TRG (collectively, “TRG Releasers”) hereby completely, fully and finally releases, remises, acquits and forever discharges Yorkville and its affiliates, subsidiaries, successors, assigns, reinsurers, employees, agents, representatives, attorneys, consultants, contractors, officers, directors, and shareholders (collectively, “Yorkville Released Parties”), jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, bad faith claims, liens, rights of action, causes of action, assessments, fines, levies, and/or demands, of any nature, whether in law or equity, known or unknown, which any of the TRG Releasers has had, now has or may have against the Yorkville Released Parties arising out of, related to and/or concerning the F&D Settlement Agreement, the TRG Lots, the Subdivision, the Annexation Agreement, and any and all claims that have been asserted or could be asserted in the Lawsuits by TRG against Yorkville.

Section 4. Remaining Public Improvements.

A. The City agrees that TRG and its successors will be waived from any and all public improvement obligations of the Subdivision, except for parkway trees and sidewalks adjacent to the TRG Lots. Specifically, TRG and its successors will be waived from completing and/or paying

for the costs of those public improvements identified in the most recent punchlist prepared by the City, which is attached and incorporated herein as Exhibit A, except that the parkway trees and sidewalks adjacent to TRG Lots are excluded from this waiver.

B. The City agrees that it shall complete Faxon Road no later than November 1, 2024

C. Except as described in Subparagraphs E and F, the City agrees that it shall not: (i) file any legal claims against TRG, its successors, the Builder(s), for reimbursement of the cost of installation of any public improvement in the Subdivision as described in Subparagraph A; (ii) place or record any liens for the cost or part thereof of installation of the public improvements described in Subparagraph A on or against any TRG Lots; or (iii) condition the issuance of any permits necessary for construction on the TRG Lots on reimbursement of such costs for public improvements as described in Subparagraph A by TRG, its successors, or the Builder(s).

D. The City agrees that it shall not file any legal claims against owners of homes on TRG Lots (“Homeowners”) or owners who have purchased TRG Lots (“Lot Owners”) for reimbursement of the cost of installation of the Public Improvements. The City on behalf of itself and its successors and assigns, hereby covenants not to sue and hereby waives all rights of direct action, contribution, indemnity, and unjust enrichment they presently have, or may have in the future, against any third-party for the cost or performance of any Public Improvements adjacent to, involving or related to the TRG Lots. This shall specifically exclude the City’s claims now pending against William Ryan Homes (“WRH”), which are not released by this Settlement Agreement. TRG on behalf of itself and its successors and assigns, hereby covenants not to sue and hereby waives all rights of contribution, indemnity, and unjust enrichment they presently have, or may have in the future, against the existing owners of residential lots identified in the Subdivision that are not TRG Lots and on which residences have been completed (“Existing Homeowners”).

E. The Builder(s) shall be responsible for installation of the following Remaining Public Improvements: sidewalks and parkway landscaping abutting the TRG Lots (“Parkway Improvements”), and for repair of damage caused, if any, to previously completed Public Improvements by the Builder(s)’ operations. The City shall issue a certificate of occupancy for each TRG Lot in accordance with the City building department’s regulations, policies, and procedures upon the completion of the abutting Parkway Improvements. Nothing in this Settlement Agreement shall be deemed a waiver or release of any claims against Builder(s) relating to their responsibility for installation of Parkway Improvements as described herein, and/or for repair of damage caused, if any, to previously completed Public Improvements caused by the Builder(s)’ operations.

F. Nothing in this Settlement Agreement shall preclude the City from otherwise enforcing its ordinances as they apply to the TRG Lots. By way of example only, the City shall still be entitled to enforce property maintenance ordinances, lien a TRG Lot in the event that TRG or its successor fails to complete permitted work, or pursue a successor that fails to pay any amounts due to the City (excepting the public improvement costs) (e.g. water bills).

Section 5. Indemnification.

The Yorkville Releasors acknowledge and agree that this Settlement Agreement is intended to, and the Yorkville Releasors represent and warrant that it does, dispose of all liability of the TRG Released Parties arising out of, related to and/or concerning the TRG Lots, the Subdivision, the Annexation Agreement, and any and all claims that have been asserted or could be asserted in the Lawsuits by Yorkville against TRG. The Yorkville Releasors agree to defend, indemnify, and hold harmless the TRG Released Parties against all claims brought by a third-party arising out of or relating to a breach of this Settlement Agreement by Yorkville. This shall specifically exclude any prior claims brought against the TRG Released Parties by F&D.

Section 6. Fees and Donations.

A. Except for the Fees and Donations listed and enumerated on Exhibit B, attached hereto and made a part hereof, or as may otherwise be set forth herein, The City agrees to reduce impact fees by \$3,050 as set forth in Exhibit B. This reduction in impact fees will not freeze the water connection fee set forth in Exhibit B; however, TRG, its successors or Builder(s) may prepay the water connection fee at any time and lock in the then existing current rate. The City agrees that the Fees and Donations identified in Exhibit B are the fees to be paid by TRG and the Builders, but the City reserves the right to change or add fees as long as the fee changes or additions are equally applied to all lots and/or developers within the City.

B. Exhibit B reflects a credit against the Fees and Donations in the amount of the fees and donations paid or prepaid by KH for the Covered TRG Lots under the Annexation Agreement.

C. The City states that, to the best of its knowledge, there are no recapture fees required to be paid by TRG or the Builder(s) in connection with development of the TRG Lots.

D. TRG shall deed the 15-acre property in Unit 4, described in Exhibit C, to Yorkville School District 115 within thirty (30) days from final approval of the Settlement Agreement by both parties. TRG shall receive a land/cash value credit as set forth in Exhibit B for this donation.

Section 7. Architecture.

If the Builder(s) submit(s) architectural plans and elevations that are in substantial conformance with the quality of the designs and building materials approved by the City pursuant to the Annexation Agreement and the City's then existing procedures and standards for such approval, the City's Staff shall have the authority to, and shall approve, such architectural plans and elevations submitted by the Builder(s). The City shall have the final authority to determine whether said plans, elevations and materials are in substantial conformance with prior approvals.

Section 8. Enforcement.

The City and TRG agree that each party shall have the right to enforce this Settlement Agreement in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois. However, prior to commencing such action, each party shall give the alleged breaching party ten (10) days

written notice of any non-compliance alleged to constitute a violation of this Settlement Agreement. The alleged breaching party shall have the right to correct such violation within the ten (10)-day period or within such time as the parties may agree in writing, or if such violation cannot be reasonably remedied within the ten (10)-day period, then so long as such party is continuously and diligently pursuing the remedy necessary to cure the alleged violation, such party shall have such additional time as shall be reasonably necessary to remedy such violation. If the violation is not corrected by the alleged breaching party to the satisfaction of the complaining party, the complaining party may seek any and all appropriate relief by an action at law or equity, including, without limitation, specific performance and, if successful, shall be entitled to reasonable attorneys' fees.

Section 9. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Settlement Agreement shall be in writing and shall be delivered (i), personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Settlement Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

With a copy to:

Thomas G. Gardiner
Gardiner Koch Weisberg & Wrona
121 West Wacker Drive
Suite 3600
Chicago, IL 60601

Notices and communications to TRG shall be addressed to, and delivered at, the following address:

Peter Kyte
TRG Venture Two, LLC
c/o The Roanoke Group
22 E. Scranton Ave.

Lake Bluff, IL 60044

With a copy to:

Michael P. Turiello
Costello Ginex & Wideikis, P.C.
150 N. Wacker Drive
Suite 1400
Chicago, IL 60606

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Settlement Agreement.

C. Dismissal of the Lawsuits. Yorkville shall dismiss all claims against TRG in the Lawsuits, and TRG shall dismiss the TRG Counterclaims against Yorkville with prejudice within fourteen (14) days of execution of this Settlement Agreement, or approval of the Settlement Agreement by the Yorkville City Council, whichever is later.

D. Court Retains Jurisdiction. The Circuit Court of the Sixteenth Judicial Circuit, Kendall County shall retain jurisdiction to enforce the terms of this Settlement Agreement.

E. Fidelity Release and Resolution of Claims. This Settlement Agreement is contingent upon TRG coming to a final agreement regarding its claims against F&D at no cost to Yorkville within thirty (30) days of execution of the Settlement Agreement. As a part of any settlement agreement between TRG and F&D, F&D will release Yorkville from any potential claims it may have against Yorkville.

F. Rights Cumulative. Unless expressly provided to the contrary in this Settlement Agreement, each and every one of the rights, remedies, and benefits provided by this Settlement Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

G. Non-Waiver. The parties shall be under no obligation to exercise any of the rights granted to them in this Settlement Agreement. The failure of either of the parties to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect such party's right to enforce such right or any other right.

H. Governing Law. This Settlement Agreement is entered into pursuant to and shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois. Any legal proceedings of any kind arising from this Settlement Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kendall County, Illinois.

I. Severability. If any term, covenant, condition or provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the entire remainder of this Settlement Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Settlement Agreement to the greatest extent permitted by law.

J. Expiration of Annexation Agreement. The Parties agree that the Annexation Agreement expired on July 9, 2023 and no longer has any force and effect with regard to the TRG Lots, and/or any and all alleged or actual claims, rights and interests thereunder.

K. Amendments and Modifications. No amendment or modification to this Settlement Agreement shall be effective unless and until it is reduced to writing and approved and executed by the City and TRG, or Builder(s) as the case may be, in accordance with all applicable statutory procedures. The Parties hereto agree that: (1) approval of the owners of lots in the Subdivision that are not Covered TRG Lots shall not be required to amend this Settlement Agreement; and (2) this Settlement Agreement may be amended with the consent of only the City and the owner of any Covered TRG Lot(s) as to that/those Lot(s).

L. Third Party Beneficiaries. The City and TRG agree that the Builder(s) are intended to be and are third party beneficiaries under this Settlement Agreement.

M. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements, and understandings between the parties, whether expressed or implied.

N. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed by their duly authorized officials and officers and the City has affixed its corporate seal on the date first above written.

UNITED CITY OF YORKVILLE, an Illinois municipal corporation

By: _____

Name: _____

Its: Mayor

ATTEST:

City Clerk

TRG VENTURE TWO, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: **Manager**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known by me to be the _____ and _____ of TRG Venture Two, LLC, a Delaware limited liability company, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known by me to be the Mayor and Clerk of the United City of Yorkville, an Illinois municipal corporation, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Mayor and Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said Clerk then and there acknowledged that: as custodian of the records of the City, did affix the corporate seal of said City to said instrument as his own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____.

Notary Public



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1820-C
PREPARED BY:	NLS/BPS
DATE:	February 4, 2022
PROJECT TITLE:	WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS

Summary of Remaining Construction Costs - Unit 1

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	BIT MATERIALS (PRIME COAT)	LB	10,340	\$ 0.30	\$ 3,102.00
2	HMA SURFACE REMOVAL, 1.5"	SY	0	\$ 1.80	\$ -
3	HMA SURFACE REMOVAL, 2.5"	SY	15,350	\$ 3.00	\$ 46,050.00
4	HMA SURF REM - BUTT JOINT	SY	255	\$ 15.00	\$ 3,825.00
5	HMA SURF CSE, MIX "D", N50	TON	1,350	\$ 75.00	\$ 101,250.00
6	HMA BINDER COURSE, IL-19.0, N50	TON	2,225	\$ 70.00	\$ 155,750.00
7	REM AND DISP OF UNSUITABLE MATL	CY	0	\$ 30.00	\$ -
8	AGG SUBGRADE IMPROVEMENT	CY	0	\$ 38.00	\$ -
9	GEOTECH FAB F/ GR STAB	SY	0	\$ 1.50	\$ -
10	PCC SIDEWALK REM & REPL	SF	3,525	\$ 8.00	\$ 28,200.00
11	DETECTABLE WARNINGS	SF	0	\$ 30.00	\$ -
12	COMB CC&G REM & REPL	LF	374	\$ 35.00	\$ 13,090.00
13	SAWCUT AND CAULKING CRACKED CC&G	EA	0	\$ 50.00	\$ -
14	EPOXY PATCH CURB HEAD	EA	0	\$ 100.00	\$ -
15	CRACK SEALING (CURBS)	LF	7,480	\$ 0.70	\$ 5,236.00
16	THERMOPLASTIC PAVMNT MARKING - 6"	LF	0	\$ 2.25	\$ -
17	THERMOPLASTIC PAVMNT MARKING - 24"	LF	0	\$ 10.00	\$ -
18	YIELD SIGN INSTALLATION	EA	0	\$ 450.00	\$ -
19	DIVIDED ROAD SIGN INSTALLATION	EA	0	\$ 550.00	\$ -
20	HANDICAP SIGN REPLACEMENT	EA	0	\$ 450.00	\$ -
21	REALIGN STREET LIGHTS	EA	0	\$ 1,450.00	\$ -
22	BACKFILL AROUND STREET LIGHTS	EA	0	\$ 750.00	\$ -
23	48-HOUR BURN TEST	LS	0.00	\$ 4,000.00	\$ -
24	MH LID REPLACEMENT - SANITARY	EA	0	\$ 575.00	\$ -
25	LOCATE & ADJ STRUCTURE- SANITARY	EA	0	\$ 1,000.00	\$ -
26	RESET FR & ADJ RINGS - SANITARY	EA	0	\$ 825.00	\$ -
27	RESET FRAME - SANITARY	EA	0	\$ 775.00	\$ -
28	STRUCTURE ADJ - SANITARY	EA	0	\$ 825.00	\$ -
29	REPLACE CHIMNEY SEAL	EA	0	\$ 350.00	\$ -
30	MH FR & LID REPLACEMENT- SANITARY	EA	0	\$ 1,000.00	\$ -
31	PIPE GROUTING - SANITARY	EA	0	\$ 725.00	\$ -
32	CLEAN STRUCTURE - SANITARY	EA	0	\$ 250.00	\$ -
33	MANDREL TESTING - SANITARY	LS	0	\$ 7,500.00	\$ -
34	TELEVISIONING - SANITARY	LF	0	\$ 2.00	\$ -
35	LOCATE & ADJ STRUCTURE - STORM	EA	5	\$ 625.00	\$ 3,125.00
36	STRUCTURE ADJ - STORM	EA	0	\$ 400.00	\$ -
37	RESET FR & ADJ RINGS - STORM	EA	6	\$ 525.00	\$ 3,150.00
38	RESET FRAME - STORM	EA	5	\$ 400.00	\$ 2,000.00
39	MH FR & LID REPLACEMENT- STORM	EA	0	\$ 1,025.00	\$ -
40	REPLACE ADJ RINGS - STORM	EA	0	\$ 450.00	\$ -
41	REPL MH OPEN LID - STORM	EA	0	\$ 500.00	\$ -
42	REPOUR BENCH - STORM	EA	0	\$ 450.00	\$ -
43	STEP INSTALLATION - STORM	EA	0	\$ 200.00	\$ -
44	FLARED END SECTION GRATE, 24"	EA	0	\$ 600.00	\$ -
45	FLARED END SECTION RIP RAP	SY	111	\$ 100.00	\$ 11,100.00
46	BACKFILL SINKHOLE - STORM	EA	0	\$ 250.00	\$ -
47	PATCH LIFT HOLE IN STRUCT - STORM	EA	0	\$ 100.00	\$ -
48	RESET BARREL SECT - STORM	EA	0	\$ 850.00	\$ -
49	PIPE GROUTING - STORM	EA	0	\$ 925.00	\$ -
50	CLEAN STRUCTURE - STORM	EA	85	\$ 250.00	\$ 21,250.00
51	CLEAN OULTEET STRUCTURE - STORM	EA	1	\$ 1,750.00	\$ 1,750.00
52	MORTAR FILLETS	EA	0	\$ 120.00	\$ -
53	REMOVE FILTER BASKET/FABRIC	EA	0	\$ 45.00	\$ -
54	ADJ. STORM RESTRICTOR STRUCTURE	EA	0	\$ 2,500.00	\$ -
55	REMOVE & REPLACE STORM SEWER, 12"	LF	0	\$ 400.00	\$ -
56	CLEAN STORM SEWER	LF	0	\$ 10.00	\$ -
57	DET. BASIN OVERFLOW WEIR INSTALL	LS	0	\$ 8,500.00	\$ -
58	STORM SEWER CL A 1 18"	LF	0	\$ 75.00	\$ -
59	MANHOLE TA 4' DIA T1F CL	EA	0	\$ 2,250.00	\$ -
60	18" FES W/ GRATE	EA	0	\$ 1,500.00	\$ -
61	CONNECT TO EX STORM SEWER (CORE DRILL)	EA	0	\$ 2,250.00	\$ -
62	REMOVE EXISTING 18" FES	EA	0	\$ 300.00	\$ -
63	STORM SEWER REMOVAL 18"	LF	0	\$ 60.00	\$ -
64	TELEVISIONING - STORM	LF	7,285	\$ 4.50	\$ 32,782.50
65	TOPSOIL STRIP, STOCKPILE, & REPLACEMENT	LS	0	\$ 10,000.00	\$ -
66	REPLACE ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	\$ -
67	LOCATE & ADJ STRUCT - VALVE VAULT	EA	0	\$ 500.00	\$ -
68	STRUCTURE ADJUST - VALVE VAULT	EA	0	\$ 400.00	\$ -
69	RESET FR & ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	\$ -
70	RESET FRAME - VALVE VAULT	EA	0	\$ 400.00	\$ -
71	CLEAN STRUCTURE - VALVE VAULT	EA	0	\$ 250.00	\$ -
72	REPLACE BROKEN AUX VB - WATER	EA	0	\$ 10,000.00	\$ -
73	ADJ AUX VB TO GRADE - WATER	EA	0	\$ 350.00	\$ -
74	REALIGN AUX VB - WATER	EA	0	\$ 700.00	\$ -
75	CLEAN AUX VB OF DEBRIS - WATER	EA	0	\$ 250.00	\$ -
76	REM & REPL BROKEN B-BOX	EA	0	\$ 550.00	\$ -
77	RAISE FIRE HYDRANT TO GRADE	EA	0	\$ 1,700.00	\$ -
78	LOWER FIRE HYDRANT TO GRADE	EA	0	\$ 1,750.00	\$ -
79	ROTATE FIRE HYDRANT	EA	0	\$ 700.00	\$ -
80	RESET FIRE HYDRANT - LEANING	EA	0	\$ 2,250.00	\$ -
81	BACKFILL AROUND FIRE HYDRANT	EA	0	\$ 250.00	\$ -
82	REPAINT FIRE HYDRANT	EA	0	\$ 275.00	\$ -
83	TREE REMOVAL AND REPLACEMENT	EA	7	\$ 775.00	\$ 5,425.00
84	TREE INSTALLATION	EA	57	\$ 700.00	\$ 39,900.00
85	SHRUB INSTALLATION	EA	0	\$ 85.00	\$ -
86	ORNAMENTAL GRASS INSTALL	EA	0	\$ 40.00	\$ -
87	INSTALL EMERGENT PLUGS ALONG POND BOTTOM (ENCAP)	EA	0	\$ 6.50	\$ -
88	NON-NATIVE WOODY SPECIES REMOVAL (ENCAP)	LS	0	\$ 40,200.00	\$ -
89	HERBICIDE APP. TO NON-NATIVE HERB SPECIES (ENCAP)	LS	0	\$ 63,200.00	\$ -
90	PRESCRIBED BURN ON SLOPES (ENCAP)	LS	0	\$ 14,350.00	\$ -
91	BASIN MONITORING, MAINTENANCE & REPAIR	LS	1	\$ 91,800.00	\$ 91,800.00
92	BASIN LANDSCAPING	LS	1	\$ 1,725.00	\$ 1,725.00
93	REPLACE TREES & SHRUBS IN REAR YARDS	LS	0.43	\$ 68,900.00	\$ 29,627.00
94	GAZEBO INSTALLATION	LS	1	\$ 60,000.00	\$ 60,000.00
95	SUB GRANULAR MATERIAL, TYPE B	TON	179	\$ 23.00	\$ 4,117.00
96	PCC SIDEWALK 5 INCH. SPEC	SF	13,600	\$ 8.00	\$ 108,800.00
97	TREE INSTALL ON UNDEVELOPED LOTS	EA	5	\$ 835.00	\$ 4,175.00
TOTAL CONSTRUCTION COST				\$	777,229.50

EXHIBIT A



JOB NO:	YO1820-C
PREPARED BY:	NLS/BPS
DATE:	February 4, 2022
PROJECT TITLE:	WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS

Summary of Remaining Construction Costs - Unit 2

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	BIT MATERIALS (PRIME COAT)	LB	0	\$ 0.30	\$ -
2	HMA SURFACE REMOVAL, 1.5"	SY	0	\$ 1.80	\$ -
3	HMA SURFACE REMOVAL, 2.5"	SY	0	\$ 3.00	\$ -
4	HMA SURF REM - BUTT JOINT	SY	0	\$ 15.00	\$ -
5	HMA SURF CSE, MIX "D", N50	TON	0	\$ 75.00	\$ -
6	HMA BINDER COURSE, IL19.0, N50	TON	0	\$ 70.00	\$ -
7	REM AND DISP OF UNSUITABLE MATL	CY	0	\$ 30.00	\$ -
8	AGG SUBGRADE IMPROVEMENT	CY	0	\$ 38.00	\$ -
9	GEOTECH FAB F/GR STAB	SY	0	\$ 1.50	\$ -
10	PCC SIDEWALK REM & REPL	SF	10,650	\$ 8.00	\$ 85,200.00
11	DETECTABLE WARNINGS	SF	0	\$ 30.00	\$ -
12	COMB CCG REM & REPL	LF	0	\$ 35.00	\$ -
13	SAW CUT AND CAULKING CRACKED C&G	EA	0	\$ 50.00	\$ -
14	EPOXY PATCH CURB HEAD	EA	0	\$ 100.00	\$ -
15	CRACK SEALING (CURBS)	LF	0	\$ 0.70	\$ -
16	THERMOPLASTIC PAVMNT MARKING - 6"	LF	0	\$ 2.25	\$ -
17	THERMOPLASTIC PAVMNT MARKING - 24"	LF	0	\$ 10.00	\$ -
18	YIELD SIGN INSTALLATION	EA	0	\$ 450.00	\$ -
19	DIVIDED ROAD SIGN INSTALLATION	EA	0	\$ 550.00	\$ -
20	HANDICAP SIGN REPLACEMENT	EA	0	\$ 450.00	\$ -
21	REALIGN STREET LIGHTS	EA	0	\$ 1,450.00	\$ -
22	BACKFILL AROUND STREET LIGHTS	EA	0	\$ 750.00	\$ -
23	48-HOUR BURN TEST	LS	0.00	\$ 4,000.00	\$ -
24	MH LID REPLACEMENT - SANITARY	EA	0	\$ 575.00	\$ -
25	LOCATE & ADJ STRUCTURE - SANITARY	EA	0	\$ 1,000.00	\$ -
26	RESET FR & ADJ RINGS - SANITARY	EA	0	\$ 825.00	\$ -
27	RESET FRAME - SANITARY	EA	0	\$ 775.00	\$ -
28	STRUCTURE ADJ - SANITARY	EA	0	\$ 825.00	\$ -
29	REPLACE CHIMNEY SEAL	EA	0	\$ 350.00	\$ -
30	MH FR & LID REPLACEMENT - SANITARY	EA	0	\$ 1,000.00	\$ -
31	PIPE GROUTING - SANITARY	EA	0	\$ 725.00	\$ -
32	CLEAN STRUCTURE - SANITARY	EA	0	\$ 250.00	\$ -
33	MANDREL TESTING - SANITARY	LS	0	\$ 7,500.00	\$ -
34	TELEVISION - SANITARY	LF	0	\$ 2.00	\$ -
35	LOCATE & ADJ STRUCTURE - STORM	EA	8	\$ 625.00	\$ 5,000.00
36	STRUCTURE ADJ - STORM	EA	0	\$ 400.00	\$ -
37	RESET FR & ADJ RINGS - STORM	EA	0	\$ 525.00	\$ -
38	RESET FRAME - STORM	EA	17	\$ 400.00	\$ 6,800.00
39	MH FR & LID REPLACEMENT - STORM	EA	0	\$ 1,025.00	\$ -
40	REPLACE ADJ RINGS - STORM	EA	0	\$ 450.00	\$ -
41	REPL MH OPEN LID - STORM	EA	0	\$ 500.00	\$ -
42	REPOUR BENCH - STORM	EA	0	\$ 450.00	\$ -
43	STEP INSTALLATION - STORM	EA	0	\$ 200.00	\$ -
44	FLARED END SECTION GRATE, 24"	EA	0	\$ 600.00	\$ -
45	FLARED END SECTION RIP RAP	SY	52	\$ 100.00	\$ 5,200.00
46	BACKFILL SINKHOLE - STORM	EA	0	\$ 250.00	\$ -
47	PATCH LIFT HOLE IN STRUCT - STORM	EA	0	\$ 100.00	\$ -
48	RESET BARREL SECT - STORM	EA	0	\$ 850.00	\$ -
49	PIPE GROUTING - STORM	EA	1	\$ 925.00	\$ 925.00
50	CLEAN STRUCTURE - STORM	EA	203	\$ 250.00	\$ 50,750.00
51	CLEAN OUTLET STRUCTURE - STORM	EA	0	\$ 1,750.00	\$ -
52	MORTAR FILLETS	EA	0	\$ 120.00	\$ -
53	REMOVE FILTER BASKET/FABRIC	EA	27	\$ 45.00	\$ 1,215.00
54	ADJ. STORM RESTRICTOR STRUCTURE	EA	0	\$ 2,500.00	\$ -
55	REMOVE & REPLACE STORM SEWER, 12"	LF	0	\$ 400.00	\$ -
56	CLEAN STORM SEWER	LF	0	\$ 10.00	\$ -
57	DET. BASIN OVERFLOW WEIR INSTALL	LS	0	\$ 8,500.00	\$ -
58	STORM SEWER CL A 1 18"	LF	0	\$ 75.00	\$ -
59	MANHOLE TA 4' DIA T1F CL	EA	0	\$ 2,250.00	\$ -
60	18" FES W/GRATE	EA	0	\$ 1,500.00	\$ -
61	CONNECT TO EX STORM SEWER (CORE DRILL)	EA	0	\$ 2,250.00	\$ -
62	REMOVE EXISTING 18" FES	EA	0	\$ 300.00	\$ -
63	STORM SEWER REMOVAL 18"	LF	0	\$ 60.00	\$ -
64	TELEVISION - STORM	LF	11,970	\$ 4.50	\$ 53,865.00
65	TOPSOIL STRIP, STOCKPILE, & REPLACEMENT	LS	0	\$ 10,000.00	\$ -
66	REPLACE ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	\$ -
67	LOCATE & ADJ STRUCT - VALVE VAULT	EA	0	\$ 500.00	\$ -
68	STRUCTURE ADJUST - VALVE VAULT	EA	0	\$ 400.00	\$ -
69	RESET FR & ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	\$ -
70	RESET FRAME - VALVE VAULT	EA	0	\$ 400.00	\$ -
71	CLEAN STRUCTURE - VALVE VAULT	EA	0	\$ 250.00	\$ -
72	REPLACE BROKEN AUX VB - WATER	EA	0	\$ 10,000.00	\$ -
73	ADJ AUX VB TO GRADE - WATER	EA	0	\$ 350.00	\$ -
74	REALIGN AUX VB - WATER	EA	0	\$ 700.00	\$ -
75	CLEAN AUX VB OF DEBRIS - WATER	EA	0	\$ 250.00	\$ -
76	REM & REPL BROKEN B-BOX	EA	0	\$ 550.00	\$ -
77	RAISE FIRE HYDRANT TO GRADE	EA	0	\$ 1,700.00	\$ -
78	LOWER FIRE HYDRANT TO GRADE	EA	0	\$ 1,750.00	\$ -
79	ROTATE FIRE HYDRANT	EA	0	\$ 700.00	\$ -
80	RESET FIRE HYDRANT - LEANING	EA	0	\$ 2,250.00	\$ -
81	BACKFILL AROUND FIRE HYDRANT	EA	0	\$ 250.00	\$ -
82	REPAINT FIRE HYDRANT	EA	0	\$ 275.00	\$ -
83	TREE REMOVAL AND REPLACEMENT	EA	30	\$ 775.00	\$ 23,250.00
84	TREE INSTALLATION	EA	44	\$ 700.00	\$ 30,800.00
85	SHRUB INSTALLATION	EA	0	\$ 85.00	\$ -
86	ORNAMENTAL GRASS INSTALL	EA	0	\$ 40.00	\$ -
87	INSTALL EMERGENT PLUGGS ALONG POND BOTTOM (ENCAP)	EA	0	\$ 6.50	\$ -
88	NON-NATIVE WOODY SPECIES REMOVAL (ENCAP)	LS	0	\$ 40,200.00	\$ -
89	HERBICIDE APP. TO NON-NATIVE HERB SPECIES (ENCAP)	LS	0	\$ 63,200.00	\$ -
90	PRESCRIBED BURN ON SLOPES (ENCAP)	LS	0	\$ 14,350.00	\$ -
91	BASIN MONITORING, MAINTENANCE & REPAIR	LS	0	\$ 91,800.00	\$ -
92	BASIN LANDSCAPING	LS	0	\$ 1,725.00	\$ -
93	REPLACE TREES & SHRUBS IN REAR YARDS	LS	0.43	\$ 68,900.00	\$ 29,627.00
94	GAZEBO INSTALLATION	LS	0	\$ 57,400.00	\$ -
95	SUB GRANULAR MATERIAL, TYPE B	TON	83	\$ 23.00	\$ 1,909.00
96	PCC SIDEWALK 5 INCH, SPEC	SF	6,300	\$ 8.00	\$ 50,400.00
97	TREE INSTALL ON UNDEVELOPED LOTS	EA	12	\$ 835.00	\$ 10,020.00
TOTAL CONSTRUCTION COST				\$	\$ 354,961.00



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	Y01820-C
PREPARED BY:	NLS/BPS
DATE:	February 4, 2022
PROJECT TITLE:	WHISPERING MEADOWS - COMPLETION OF IMPROVEMENTS

Summary of Remaining Construction Costs - Unit 4

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	BIT MATERIALS (PRIME COAT)	LB	9	\$ 0.30	-
2	HMA SURFACE REMOVAL, 1.5"	SY	0	\$ 1.80	-
3	HMA SURFACE REMOVAL, 2.5"	SY	0	\$ 3.00	-
4	HMA SURF REM - BUTT JOINT	SY	0	\$ 15.00	-
5	HMA SURF CSE, MIX "D", N50	TON	0	\$ 75.00	-
6	HMA BINDER COURSE, IL19.0, N50	TON	0	\$ 70.00	-
7	REM AND DISP OF UNSUITABLE MATL	CY	0	\$ 30.00	-
8	AGG SUBGRADE IMPROVEMENT	CY	0	\$ 38.00	-
9	GEOTECH FAB F/GR STAB	SY	0	\$ 1.50	-
10	PCC SIDEWALK REM & REPL	SF	3,625	\$ 8.00	29,000.00
11	DETECTABLE WARNINGS	SF	0	\$ 30.00	-
12	COMB CCG REM & REPL	LF	0	\$ 35.00	-
13	SAW CUT AND CAULKING CRACKED C&G	EA	0	\$ 50.00	-
14	EPOXY PATCH CURB HEAD	EA	0	\$ 100.00	-
15	CRACK SEALING (CURBS)	LF	0	\$ 0.70	-
16	THERMOPLASTIC PAVMNT MARKING - 6"	LF	0	\$ 2.25	-
17	THERMOPLASTIC PAVMNT MARKING - 24"	LF	0	\$ 10.00	-
18	YIELD SIGN INSTALLATION	EA	0	\$ 450.00	-
19	DIVIDED ROAD SIGN INSTALLATION	EA	0	\$ 550.00	-
20	HANDICAP SIGN REPLACEMENT	EA	0	\$ 450.00	-
21	REALIGN STREET LIGHTS	EA	0	\$ 1,450.00	-
22	BACKFILL AROUND STREET LIGHTS	EA	0	\$ 750.00	-
23	48-HOUR BURN TEST	LS	0.00	\$ 4,000.00	-
24	MH LID REPLACEMENT - SANITARY	EA	0	\$ 575.00	-
25	LOCATE & ADJ STRUCTURE - SANITARY	EA	0	\$ 1,000.00	-
26	RESET FR & ADJ RINGS - SANITARY	EA	0	\$ 825.00	-
27	RESET FRAME - SANITARY	EA	0	\$ 775.00	-
28	STRUCTURE ADJ - SANITARY	EA	0	\$ 825.00	-
29	REPLACE CHIMNEY SEAL	EA	0	\$ 350.00	-
30	MH FR & LID REPLACEMENT - SANITARY	EA	0	\$ 1,000.00	-
31	PIPE GROUTING - SANITARY	EA	0	\$ 725.00	-
32	CLEAN STRUCTURE - SANITARY	EA	0	\$ 250.00	-
33	MANDREL TESTING - SANITARY	LS	0	\$ 7,500.00	-
34	TELEVISION - SANITARY	LF	0	\$ 2.00	-
35	LOCATE & ADJ STRUCTURE - STORM	EA	3	\$ 625.00	1,875.00
36	STRUCTURE ADJ - STORM	EA	2	\$ 400.00	800.00
37	RESET FR & ADJ RINGS - STORM	EA	4	\$ 525.00	2,100.00
38	RESET FRAME - STORM	EA	6	\$ 400.00	2,400.00
39	MH FR & LID REPLACEMENT - STORM	EA	0	\$ 1,025.00	-
40	REPLACE ADJ RINGS - STORM	EA	7	\$ 450.00	3,150.00
41	REPL MH OPEN LID - STORM	EA	2	\$ 500.00	1,000.00
42	REPOUR BENCH - STORM	EA	4	\$ 450.00	1,800.00
43	STEP INSTALLATION - STORM	EA	14	\$ 200.00	2,800.00
44	FLARED END SECTION GRATE, 24"	EA	1	\$ 600.00	600.00
45	FLARED END SECTION RIP RAP	SY	47	\$ 100.00	4,700.00
46	BACKFILL SINKHOLE - STORM	EA	11	\$ 250.00	2,750.00
47	PATCH LIFT HOLE IN STRUCT - STORM	EA	50	\$ 100.00	5,000.00
48	RESET BARREL SECT - STORM	EA	1	\$ 850.00	850.00
49	PIPE GROUTING - STORM	EA	0	\$ 925.00	-
50	CLEAN STRUCTURE - STORM	EA	130	\$ 250.00	32,500.00
51	CLEAN OULLET STRUCTURE - STORM	EA	0	\$ 1,750.00	-
52	MORTAR FILLETS	EA	0	\$ 120.00	-
53	REMOVE FILTER BASKET/FABRIC	EA	0	\$ 45.00	-
54	ADJ. STORM RESTRICTOR STRUCTURE	EA	1	\$ 2,500.00	2,500.00
55	REMOVE & REPLACE STORM SEWER, 12"	LF	0	\$ 400.00	-
56	CLEAN STORM SEWER	LF	347	\$ 10.00	3,470.00
57	DET. BASIN OVERFLOW WEIR INSTALL	LS	1	\$ 8,500.00	8,500.00
58	STORM SEWER CL 1 18"	LF	1,400	\$ 75.00	105,000.00
59	MANHOLE TA 4 DIA T1 F CL	EA	3	\$ 2,250.00	6,750.00
60	18" FES W/GRATE	EA	1	\$ 1,500.00	1,500.00
61	CONNECT TO EX STORM SEWER (CORE DRILL)	EA	1	\$ 2,250.00	2,250.00
62	REMOVE EXISTING 18" FES	EA	1	\$ 300.00	300.00
63	STORM SEWER REMOVAL 18"	LF	55	\$ 60.00	3,300.00
64	TELEVISION - STORM	LF	8,775	\$ 4.50	39,487.50
65	TOPSOIL STRIP, STOCKPILE, & REPLACEMENT	LS	1	\$ 10,000.00	10,000.00
66	REPLACE ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	-
67	LOCATE & ADJ STRUCT - VALVE VAULT	EA	0	\$ 500.00	-
68	STRUCTURE ADJUST - VALVE VAULT	EA	0	\$ 400.00	-
69	RESET FR & ADJ RINGS - VALVE VAULT	EA	0	\$ 400.00	-
70	RESET FRAME - VALVE VAULT	EA	0	\$ 400.00	-
71	CLEAN STRUCTURE - VALVE VAULT	EA	0	\$ 250.00	-
72	REPLACE BROKEN AUX VB - WATER	EA	0	\$ 10,000.00	-
73	ADJ AUX VB TO GRADE - WATER	EA	0	\$ 350.00	-
74	REALIGN AUX VB - WATER	EA	0	\$ 700.00	-
75	CLEAN AUX VB OF DEBRIS - WATER	EA	0	\$ 250.00	-
76	REM & REPL BROKEN B-BOX	EA	0	\$ 550.00	-
77	RAISE FIRE HYDRANT TO GRADE	EA	0	\$ 1,700.00	-
78	LOWER FIRE HYDRANT TO GRADE	EA	0	\$ 1,750.00	-
79	ROTATE FIRE HYDRANT	EA	0	\$ 700.00	-
80	RESET FIRE HYDRANT - LEANING	EA	0	\$ 2,250.00	-
81	BACKFILL AROUND FIRE HYDRANT	EA	0	\$ 250.00	-
82	REPAINT FIRE HYDRANT	EA	0	\$ 275.00	-
83	TREE REMOVAL AND REPLACEMENT	EA	5	\$ 775.00	3,875.00
84	TREE INSTALLATION	EA	33	\$ 700.00	23,100.00
85	SHRUB INSTALLATION	EA	18	\$ 85.00	1,530.00
86	ORNAMENTAL GRASS INSTALL	EA	114	\$ 40.00	4,560.00
87	INSTALL EMERGENT PLUGS ALONG POND BOTTOM (ENCAP)	EA	15,750	\$ 6.50	102,375.00
88	NON-NATIVE WOODY SPECIES REMOVAL (ENCAP)	LS	1	\$ 40,200.00	40,200.00
89	HERBICIDE APP. TO NON-NATIVE HERB SPECIES (ENCAP)	LS	1	\$ 63,200.00	63,200.00
90	PRESCRIBED BURN ON SLOPES (ENCAP)	LS	1	\$ 14,350.00	14,350.00
91	BASIN MONITORING, MAINTENANCE & REPAIR	LS	0	\$ 91,800.00	-
92	BASIN LANDSCAPING	LS	0	\$ 1,725.00	-
93	REPLACE TREES & SHRUBS IN REAR YARDS	LS	0.14	\$ 68,900.00	9,646.00
94	GAZEBO INSTALLATION	LS	0	\$ 57,400.00	-
95	SUB GRANULAR MATERIAL, TYPE B	TON	338	\$ 23.00	7,774.00
96	PCC SIDEWALK 5 INCH, SPEC	SF	25,700	\$ 8.00	205,600.00
97	TREE INSTALL ON UNDEVELOPED LOTS	EA	58	\$ 835.00	48,430.00
TOTAL CONSTRUCTION COST				\$	799,022.50

WHISPERING MEADOWS - SETTLEMENT PROPOSAL

FEES PER UNIT

A paid receipt from the School District Office, 602-A Center Parkway Yorkville, must be presented to the City prior to issuance of permit	\$3,000.00
Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D	\$1,400.00

United City of Yorkville Fees

1. Building Permit		\$650.00
Cost \$650 plus \$0.20 per square foot	see note below (a)	\$0.20 (SF)
		\$650.00
2. Water Connection Fees	see note below (b)	\$6,555.00 (and increasing \$1,000 annually on May 1 until it hits ~\$10,555 on May 1, 2028)
3. Water Meter Cost		\$550.00
4. City Sewer Connection Fees		\$0.00
5. Water and Sewer Inspection Fee		\$25.00
6. Public Walks/Driveway Inspection Fee		\$35.00
7. Development Fees		
Public Works		\$0.00
Police		\$0.00
Building	see note below (c)	\$0.00
Library		\$500.00
Parks & Recreation		\$0.00
Engineering		\$100.00
Bristol-Kendall Fire	see note below (c)	\$0.00
	Development Fees Total	\$600.00
8. Land Cash Fees	see note below (d)	
Park		\$981.94
School		\$2,668.69
	see note below (e)	\$3,650.63
	Land-Cash Fee Total	
9. North Water and Sewer Recapture	Res. 1995-13	0
Fee Expired June 8, 2010	Jul-09	
10. Weather Warning Siren Fee	see note below (f) (Paid at time of final plat, not on a permit basis)	
11. Plumbing Inspection Fee		\$135
	Total Fee	\$16,600.63 #REF!

Note: PUD agreement specifies that these fees are to be discounted

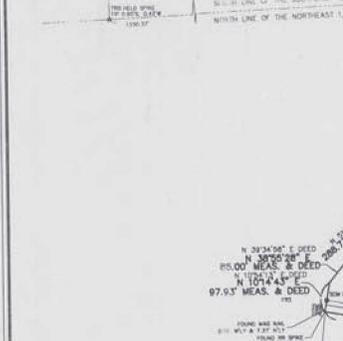
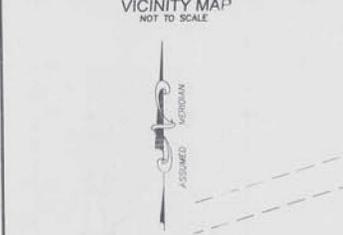
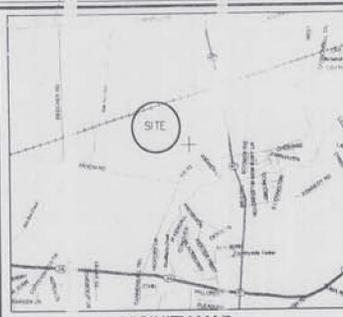
- a. Additional Build Permit Fee (\$.20 x Sq Ft) will be calculated and paid at time of permit
- b. WCS will increase \$1,000 / year starting in 2025
- c. All Building and BKFD Capital fees have been prepaid by developer
- d. Land cash value has increased from \$58,000 per improved acre to \$101,000 per improved acre
- e. Settlement Fee Credit for 15 Acre Land Donation
- f. Weather Warning Siren Fee is \$75 x 297.6 acres = \$22,320 / 444 Units = \$50.27 / Unit

EXHIBIT B

Slot 1640

FINAL PLAT OF SUBDIVISION WHISPERING MEADOWS UNIT 4

BEING A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



- NOTES:**
- THIS SUBDIVISION IS BASED ON ALTA/ACSM LAND TITLE SURVEY PLAT DATED BY THIS OFFICE DATED 02-19-2002.
 - THE BOUNDARY OF THIS SUBDIVISION WILL BE MONUMENTED WITH 3/4" IRON PIPES WITH CAPS, OR CONCRETE MONUMENTS WHERE APPROPRIATE, PRIOR TO RECORDING AND ALL INTERIOR PROPERTY LINES WILL BE MONUMENTED WITHIN 1 YEAR OF RECORDING PER STATE STATUTES.
 - LOTS 1, 2, 270, 297, 298 AND LOTS 243 THROUGH 244, INCLUSIVE, SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO FAXON ROAD.



**Engineers
Scientists
Surveyors**

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200
630.724.9202 fax
v3consultants.com

PREPARED FOR:
KIMBALL HILL HOMES
5999 NEW MILKE ROAD, BUILDING 5
ROLLING MEADOWS, ILLINOIS 60008
847.364.7300

NO.		DATE		DESCRIPTION	
1	02-04-05	REV. EASEMENTS, LOT GEOMETRY & NOS.	7	8-6-09	SPILT 01 300 PER CITY REQUEST
2	03-21-05	ADDED LEGAL DESCRIPTION TO CERTIFICATE	8	9-14-09	LOT 1-10 OWNERSHIP CHANGE PER CITY REVIEW
3	05-19-05	REV. STREET NAMES			
4	07-19-05	PER CITY COMMENTS (TYP)			
5	09-27-05	PER CITY COMMENTS			
6	01-18-06	PER CITY COMMENTS WATER 12-17-05			

FINAL PLAT OF SUBDIVISION
WHISPERING MEADOWS - UNIT 4, YORKVILLE, IL

Project No: 02142B
Group No: V04.1

DRAFTING COMPLETED: 09/16/04
FIELD WORK COMPLETED:

DRAWN BY: MAN
CHECKED BY: TAM

PROJECT MANAGER: TAM
SCALE: 1" = 100'

SHEET NO:
1 of 6

021641

EXHIBIT C

FINAL PLAT OF SUBDIVISION

WHISPERING MEADOWS

UNIT 4

OWNERSHIP CERTIFICATE

STATE OF Illinois
COUNTY OF Cook

THIS IS TO CERTIFY THAT KIMBALL HILL HOMES, 5999 NEW WILKE ROAD, BUILDING 5, ROLLING MEADOWS, ILLINOIS 60008, AN ILLINOIS CORPORATION, IS THE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT Rolling Meadows, Ill. THIS 11th DAY OF October, 2005.

Whispering Meadows Limited Partnership
By: **Kimball Hill Homes Illinois L.L.C. its Gen Partner**
CORPORATE NAME
5999 New Wilke Rd. Rolling Meadows, Ill.
COMPLETE ADDRESS

BY: Russell F. Vorelek Printed Name, President
Russell F. Vorelek Signature, President
Ellen Connelly Signature, Secretary
Ellen Connelly Printed Name, Secretary

NOTARY CERTIFICATE

STATE OF Illinois
COUNTY OF Cook

I, Carol Dallain, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Suzanne F. Haddad AND Ellen Connelly PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF **WHISPERING MEADOWS L.P.**, CORPORATION, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THEREON AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 11th DAY OF October, 2005.

Carol Dallain NOTARY PUBLIC
OFFICIAL SEAL
Suzanne F. Haddad
Ellen Connelly

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

I, Joe Wyrost, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED ON THE REQUIRED GUARANTEE COLLATERAL, HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS DAY OF May, 2005.

Joe Wyrost CITY ENGINEER
STATE OF ILLINOIS
COUNTY OF KENDALL

I, Paul Anderson, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO RECEDEABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS, THIS 20th DAY OF May, 2005.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

THIS INSTRUMENT NO. 04-23022 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS 21st DAY OF MAY, 2005, AT 10:00 O'CLOCK P.M.

Paul Anderson KENDALL COUNTY RECORDER
Cheryl Mcmenamin-deputy

LOT AREA TABLE

LOT NUMBER	AREA IN SQ. FT.	AREA IN ACRES
101	15888	0.3627
102	15888	0.3627
103	12000	0.2755
104	12000	0.2755
105	12000	0.2755
106	13373	0.3070
107	13997	0.3213
108	13728	0.3152
109	15582	0.3577
110	16823	0.3865
111	19131	0.4382
112	21897	0.5027
113	12000	0.2755
114	12403	0.2847
115	12897	0.2981
116	12000	0.2755
117	12000	0.2755
118	12719	0.2920
119	13375	0.3070
120	14428	0.3312
121	13080	0.3003
122	12445	0.2857
123	12150	0.2789
124	12563	0.2884
125	12120	0.2783
126	12208	0.2802
127	12213	0.2804
128	15779	0.3622
129	16037	0.3680
130	14491	0.3327
131	14640	0.3361
132	12189	0.2798
133	16843	0.4488
134	12003	0.2756
135	12968	0.2977
136	12362	0.2838
137	13067	0.3000
138	14874	0.3415
139	12228	0.2807
140	14355	0.3295
141	15764	0.3619
142	12704	0.2916
143	14376	0.3300
144	15820	0.3639
145	15029	0.3450
146	15195	0.3488
147	17547	0.4028
148	12813	0.2941
149	12801	0.2938
150	13866	0.3208
151	12800	0.2938
152	12800	0.2938
153	12800	0.2938
154	13888	0.3148
155	12000	0.2755
156	12000	0.2755
157	12067	0.2778
158	12216	0.2804
159	12299	0.2823
160	12311	0.2801
161	12826	0.2944
162	13946	0.3202
163	12063	0.2774
164	12091	0.2777
165	12118	0.2786
166	13302	0.3054
167	13448	0.3087
168	14296	0.3282
169	12027	0.2781
170	12156	0.2882
171	12802	0.2919
172	18366	0.4218
173	18294	0.4191
174	18294	0.4191
175	12039	0.2764
176	12000	0.2755
177	13297	0.3053
178	13210	0.3033
179	13522	0.3104
180	12834	0.2946
181	12829	0.2945
182	12781	0.2917
183	12816	0.2928
184	14808	0.3399
185	13853	0.3134
186	12002	0.2755
187	18605	0.3674
188	13306	0.3056
189	12852	0.2972
190	12011	0.2757
191	12006	0.2758
192	12844	0.2903
193	12081	0.2773
194	12208	0.2803
195	12452	0.2859
196	13366	0.3045
197	12947	0.2972
198	12000	0.2755
199	12000	0.2755
200	19946	0.3890
201	68103	1.5634
TOTAL	1504782	34.5450
202	49241	11.3024
203	49274	11.3044
204	69349	16.0060
TOTAL	406070	9.3209
TOTAL	3603836	82.7327

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS 20th DAY OF February, 2006.

John H. Corso CITY ADMINISTRATOR

CITY PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS 20th DAY OF April, 2005.

T. J. Wilho CHAIRMAN

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS 16th DAY OF May, 2005.

Catherine F. Pierchaska MAYOR

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY RESOLUTION AT A MEETING HELD THIS 20th DAY OF May, 2005.

Deputy CITY CLERK

SURVEYOR'S CERTIFICATE

STATE OF INDIANA
COUNTY OF LAKE

THIS IS TO CERTIFY THAT L. THOMAS J. MICHALAK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3340, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THAT PART OF SECTIONS 17 AND 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 18 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 431.85 FEET TO A POINT IN THE CENTER LINE OF ROB ROY CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE OF ROB ROY CREEK THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) SOUTH 43 DEGREES 13 MINUTES 46 SECONDS WEST 377.12 FEET; 2) SOUTH 50 DEGREES 52 MINUTES 54 SECONDS WEST 288.73 FEET; 3) SOUTH 38 DEGREES 55 MINUTES 28 SECONDS WEST 80.00 FEET; 4) SOUTH 10 DEGREES 43 SECONDS WEST 97.93 FEET TO THE CENTER LINE OF FAXON ROAD; THENCE SOUTH 79 DEGREES 49 MINUTES 51 SECONDS EAST ALONG SAID CENTER LINE 746.83 FEET TO A POINT OF BEND IN SAID CENTER LINE; THENCE SOUTH 80 DEGREES 55 MINUTES 13 SECONDS EAST ALONG SAID CENTER LINE 785.79 FEET TO A POINT OF BEND IN SAID CENTER LINE; THENCE NORTH 08 DEGREES 59 MINUTES 01 SECONDS EAST, 40.00 FEET; THENCE SOUTH 81 DEGREES 06 MINUTES 45 SECONDS EAST, 8.66 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1400.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 25 SECONDS 32 SECONDS EAST, 609.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 25 DEGREES 57 MINUTES 49 SECONDS EAST, 200.79 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 660.00 FEET, HAVING A CHORD BEARING OF NORTH 48 DEGREES 52 MINUTES 02 SECONDS EAST, 578.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 46 MINUTES 16 SECONDS EAST, 408.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1240.00 FEET, HAVING A CHORD BEARING OF NORTH 28 DEGREES 08 MINUTES 03 SECONDS EAST, 188.86 FEET FOR THE PLACE OF BEGINNING, CONTINUING NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1240.00 FEET, HAVING A CHORD BEARING OF NORTH 47 DEGREES 30 MINUTES 48 SECONDS EAST, 465.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 63 DEGREES 13 MINUTES 44 SECONDS EAST, 156.65 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 440.00 FEET, HAVING A CHORD BEARING OF NORTH 66 DEGREES 46 MINUTES 06 SECONDS EAST, 54.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 70 DEGREES 18 MINUTES 27 SECONDS EAST, 226.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 440.00 FEET, HAVING A CHORD BEARING OF NORTH 75 DEGREES 40 MINUTES 08 SECONDS EAST, 82.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 81 DEGREES 01 MINUTES 49 SECONDS EAST, 292.88 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 380.00 FEET, HAVING A CHORD BEARING OF NORTH 78 DEGREES 56 MINUTES 59 SECONDS EAST, 511.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 52 MINUTES 10 SECONDS EAST, 499.16 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 640.00 FEET, HAVING A CHORD BEARING OF NORTH 75 DEGREES 50 MINUTES 28 SECONDS EAST, 66.39 FEET TO A POINT OF TANGENCY; THENCE NORTH 78 DEGREES 48 MINUTES 48 SECONDS EAST, 346.48 FEET; THENCE NORTH 07 DEGREES 44 MINUTES 42 SECONDS WEST 482.48 FEET TO AN IRON PIPE ON LINE WITH THE NORTHEASTERLY EXTENSION OF RICHARD'S BLACKBERRY ESTATES; THENCE NORTH 30 DEGREES 17 MINUTES 40 SECONDS WEST 824.46 FEET TO AN IRON PIPE AT THE CORNER OF SAID EXTENDED LINE WITH THE SOUTH RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE SOUTH 73 DEGREES 17 MINUTES 48 SECONDS WEST ALONG THE SAID SOUTH RIGHT OF WAY LINE 2771.10 FEET TO A POINT THAT IS 1462.01 FEET DISTANT FROM A ONE HALF INCH IRON PIPE FOUND ON SAID SOUTH RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY, AND MEASURED ALONG SAID LINE; THENCE THE FOLLOWING 11 COURSES AND DISTANCES: 1) THENCE SOUTH 16 DEGREES 42 MINUTES 12 SECONDS EAST 128.37 FEET; 2) THENCE SOUTH 15 DEGREES 00 MINUTES 36 SECONDS WEST 225.06 FEET; 3) THENCE SOUTH 43 DEGREES 00 MINUTES 55 SECONDS EAST 148.56 FEET; 4) THENCE SOUTH 06 DEGREES 34 MINUTES 54 SECONDS EAST 30.00 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 133.00 FEET, HAVING A CHORD BEARING SOUTH 7 DEGREES 38 MINUTES 38 SECONDS EAST, 128.88 FEET; 6) THENCE SOUTH 12 DEGREES 21 MINUTES 24 SECONDS EAST 61.24 FEET TO A POINT OF TANGENCY; 7) THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS 333.00 FEET, HAVING A CHORD BEARING SOUTH 37 DEGREES 21 MINUTES 24 SECONDS EAST 61.24 FEET TO A POINT OF TANGENCY; 8) THENCE SOUTH 32 DEGREES 05 MINUTES 17 SECONDS EAST 829.19 FEET TO A POINT OF TANGENCY; 9) THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 487.00 FEET, HAVING A CHORD BEARING SOUTH 46 DEGREES 08 MINUTES 33 SECONDS EAST 228.57 FEET TO A POINT OF TANGENCY; 10) THENCE SOUTH 80 DEGREES 07 MINUTES 38 SECONDS WEST 250.00 FEET TO A POINT OF CURVATURE; 11) THENCE EASTERLY ALONG THE ARC OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING NORTH 78 DEGREES 11 MINUTES 01 SECONDS EAST 34.12 FEET TO THE PLACE OF BEGINNING, CONTAINING 83.7327 ACRES MORE OR LESS, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREIN DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM 17034-0500C, DATED, JULY 19, 1982. ALL OF THE PROPERTY IS LOCATED IN ZONE C, AREAS OF MINIMAL FLOODING.

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED STATUTES 1977, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREIN DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY EXTENDING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 12 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

DONE UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS THIS 20th DAY OF FEBRUARY, 2006.

L. Thomas J. Michalak ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-3340
LICENSE EXPIRES NOVEMBER 30, 2006
CONSULTANTS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
DESIGN FIRM NUMBER EXPIRES APRIL 30, 2007.

Slot 1645

	ENGINEERS SCIENTISTS SURVEYORS 17201 Avenue of the Lakes, Suite 100 Rolling Meadows, IL 60017 800.724.8200 ext. 400 www.vconsultants.com	PREPARED FOR: KIMBALL HILL HOMES 5999 NEW WILKE ROAD, BUILDING 5 ROLLING MEADOWS, ILLINOIS 60008 847.364.7300	REVISIONS DISPOSITION 1 02-10-05 REV. ENGINEERING TO SHOW LOT & SEC 2 03-11-05 MORE LEGAL DESCRIPTION TO CERTIFY 3 06-10-05 REV. STREET NAMES 4 07-19-05 PER CITY COMMENTS (TYP) 5 08-11-05 PER CITY COMMENTS 6-6-06 SPLIT LOT 366	Project No. 021428 Group No. V04.1 SHEET NO. 6 of 6 DRAWING COMPLETED: 09/18/04 DRAWN BY: MAN PROJECT MANAGER: T.M. FIELD WORK COMPLETED: CHECKED BY: T.M. SCALE: 1" = N/A
	30448030212 11448 Fax Street, 18 Rolling Meadows, IL 60017 FAX: 847.364.7300 875-200-0000 PLAT OF SUB. 80.00 MDP Surcharge \$0.00	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-55

Agenda Item Summary Memo

Title: Ordinance Approving Certain Agreements with C1 Yorkville, LLC

Meeting and Date: City Council – July 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 3, 2024
Subject: Cyrus One easement acquisition MOU, design engineering services agreement, utility infrastructure agreement, and recapture agreements

Summary

Consideration of a package of agreements on the Cyrus One project covering easement acquisition cost reimbursements, design engineering cost reimbursements for the upcoming watermain loop project and southern sanitary sewer project, and utility infrastructure agreement complete with two companion recapture agreements.

Background

This cover memo addresses several different agreements on the Cyrus One project, excepting the PUD agreement which is being explained via a cover memo from Krysti Barksdale-Noble under a separate agenda item.

Cyrus One has submitted a PUD application to developer 228 acres of the Lincoln Prairie property near the intersection of the BNSF tracks and Eldamain Road in Yorkville. They are proposing to put 9 data centers on the property, covering billions of dollars of private investment when fully built out, and generating potentially tens of millions of dollars in Yorkville-specific annual revenues for utility taxes, property taxes, and water revenue. In order to develop the property, they will need to extend water and sewer utilities to the property at an expected cost of more than \$10m – which will be front funded by Cyrus One.

As part of the future land sale from Green Door to Cyrus One, Cyrus One will step into the role of developer that has been previously held by Green Door on the property. As a reminder, Green Door as developer had the City Council approve memorandums of understanding regarding reimbursement of utility design costs to the City via Ordinance 2023-17 (covering easement acquisition costs) and Ordinance 2023-18 (covering design engineering costs). Those ordinances are attached to this memo for your recollection. Ordinance 2023-17 covering easement acquisition costs was fully authorized by Green Door and they have been making payments to the City as the City has incurred legal, engineering, and property acquisition costs related to easement acquisition. Ordinance 2023-18 covering design engineering costs and which contained a specific monthly deposit schedule while the City conducted design engineering of the water and sewer infrastructure costs were never fully executed by Green Door – as they were waiting to have a full development partner like Cyrus One to join them before committing to pay the several hundred thousand dollars in design engineering costs. Instead, Green Door has been making off-schedule payments to the City in an amount around \$200,000, which work and costs were necessary to identify final easement locations and scope. Because not all easements have been acquired yet, and because the design engineering for the water and

sewer infrastructure is not completed, Cyrus One will be stepping into the terms of both Ordinance 2023-17 and Ordinance 2023-18 mid-way through the projects. This mid-way step-in are reflected in a new easement acquisition memorandum of understanding and a separate, new design engineering services agreement between Cyrus One and the City. Functionally, Green Door and Cyrus One will have some reconciliation of costs between the two as part of their land sale, but there will be no change in how the two documents are administered by the City; we will continue to acquire easements and we expect to begin design engineering services in earnest and now Cyrus One will pay the City for those costs (instead of Green Door).

The final agreement in this package of non-PUD agenda items is the utility infrastructure agreement with recapture agreements as exhibits. This is a new document to the public and covers the basic concept of “the City will build the water and sewer extensions to the Cyrus One project, Cyrus One will bear the entire cost of those infrastructure extensions, and the City will rebate utility taxes to Cyrus One from their own project until they are made whole on their infrastructure investment.” Each agreement is explained in detail below.

Easement acquisition memorandum of understanding

As stated above, the City approved Ordinance 2023-17 covering easement acquisition costs with Green Door in June 2023. This new easement acquisition memorandum of understanding with Cyrus One contains many of the same concepts as Ordinance 2023-17 and results in a simple change that Cyrus One will be the entity reimbursing the City for easements as we acquire them.

Paragraph 1.3 in the document covers that the City has authority to perform a wide variety of necessary services to design the water and sewer extension which will allow us to acquire easements. The developer will reimburse the City for all related costs.

Paragraph 2.2 covers that we anticipate the total easement acquisition direct costs are expected to be \$135,000 for the entire project. This was the same estimate given in Ordinance 2023-17. We feel that this total cost is still reasonable given the three easements worth ~\$51,000 already acquired by the City. The City will get sign off from Cyrus One before finalizing any easement acquisition amounts. Cyrus One will reimburse the City of said costs in accordance with standard City invoicing procedures.

Paragraph 3.1 makes it clear that all easements are expected to be acquired before December 2025, which is in alignment with the total water and sewer infrastructure construction deadline of 20 months post agreement execution (tentatively, March 2026).

Design engineering services agreement

As stated above, the City approved Ordinance 2023-18 covering design engineering costs with Green Door in June 2023. This old ordinance had a monthly deposit schedule that was to be adhered to whenever Green Door initiated the design engineering work in full. Because Green Door did not have a full data center partner at that time, they choose to wait to execute the full agreement and instead authorized partial work to be completed in order to properly identify

easement locations and scope. Green Door has been making reimbursements to the City in a timely manner for this work. This new design engineering services agreement with Cyrus One contains many of the same concepts as Ordinance 2023-18, albeit with a modified monthly deposit schedule and also indicating that Cyrus One is stepping into the project for Green Door.

Paragraph 1.3 of the document confirms that the City is authorized to perform a wide variety of necessary services to design the water and sewer extension. The developer will reimburse the City for all related costs.

Paragraph 2.1 covers the scope of the water and sewer infrastructure extensions, which are depicted in Exhibit A. Generally, the Cyrus One project will require 23,000 linear feet of a 16" looped water main from Corneils Rd to Eldamain Rd to Faxon Road, and a 1,800 linear feet sanitary sewer from the Rob Roy Creek to the southern end of the development near Beecher Road.

Paragraph 2.2 covers that all design engineering work by the City is expected to be complete by May 1, 2025.

Paragraph 2.3 covers that the estimated remaining engineering costs for the water and sewer infrastructure design is around \$271,000, for which Cyrus One will make 6 monthly deposits of either ~\$29,000 or ~\$48,000 until the design work is completed.

Utility infrastructure agreement

This is a new document for City Council consideration. As stated above, generally it requires the City to construct the \$10m+ water and sewer extensions to the Cyrus One property, for Cyrus One to pay the City the entire cost of those infrastructure extensions prior to the City starting the construction, and for the City to reimburse Cyrus One 100% of the cost of those infrastructure extensions down the road, via a combination of utility tax reimbursements from utility taxes generated on the Cyrus One project and recapture payments from surrounding landowners.

Paragraph 1.4 covers that the total reimbursement amount eligible to Cyrus One is the cost of the construction of the infrastructure, plus the costs to design the infrastructure, and plus the cost of easement acquisition.

Paragraph 2.2 estimates the total cost of potential reimbursement to Cyrus One at ~\$10.2m, illustrated in Exhibit C. These are current cost estimates, and Cyrus One is on the hook for the entire actual cost of the infrastructure project subject to the City competitively bidding the project.

Paragraph 2.3 contains the competitive bidding provisions, and confirms that once the infrastructure extension construction bids are received by the City, Cyrus One will pay the City 115% of the cost of awarded bid before the contract is awarded and construction begins.

Paragraph 2.4 clarifies the change order risks to the developer – namely that the developer has responsibility to cover appropriate cost increases as a result of change orders and stands to be reimbursed by the City if the project comes in under budget.

Paragraph 2.7 commits the City to complete the water and sewer infrastructure project within 20 months after execution of this agreement (expected deadline March 2026).

Paragraph 3.1 covers that the developer is eligible to receive recapture from neighboring properties. While there is minimal oversizing of infrastructure on this project (~10% of total cost), the City is providing a recapture amount to Cyrus One via a “cost share” methodology as an incentive to bring the project Yorkville. This “cost share” methodology is set up to estimate appropriate costs between neighboring properties that can tap into the water and sewer extension, assuming all of those properties were developing right now and were all at the table to chip into the cost of the infrastructure project. As will be described in the recapture agreement summaries, these recapture amounts amortize downwards when the City has paid 50% of the total incentive to Cyrus One, it contains no interest due from the City to Cyrus One, and at no point can Cyrus One receive more than 100% of its actual cost of the infrastructure extension. Recapture agreements are contained within Exhibit D and are further described below.

Paragraph 3.2 provides the mechanism for the City’s financial incentive to Cyrus One to offset the cost of Cyrus One’s infrastructure extensions. In general, Cyrus One will receive 50% of the annual utility taxes it generates up to the first \$1m generated annually; any amounts generated above \$1m will be reimbursed at 60%. The Cyrus One project contains space for 9 data centers; we expect each data center to generate around \$1m in annual utility taxes. Construction schedules for the buildings are user dependent – as in, Cyrus One will need a tenant before construction a building. They have stated they expect to build 1 or 2 buildings at a time, tenant depending. Each building takes 18-24 months to construct. In summary, the City expects to receive several hundred thousand dollars in new revenues from the Cyrus One project at the opening of the first data center, and could see \$9m+ in annual revenue at full build out. Depending on the build out timing of the buildings, the incentive back to Cyrus One could be fully satisfied in a few years.

Paragraph 3.3 confirms that the total incentive will cap out at 100% of the actual cost of the water and sewer infrastructure extensions.

Paragraph 3.4 caps the total timeframe on the incentive to end when the City has paid 100% of the cost of the infrastructure extension pursuant to paragraph 3.3, or 20 years from the issuance of the first certificate of occupancy for the first data center.

Paragraph 3.5 contains some water capacity warrants to Cyrus One, pursuant to the City’s existing deep well water source system and the upcoming Lake Michigan project. Further, the final paragraph in this section contains language addressing a scenario where the City Council ceases pursuing Lake Michigan water at some point before that project is completed (unlikely) and allows the developer to participate in the decision to construct a new water source system (complete with anticipated financial contribution).

Recapture agreements as Exhibit D to the utility infrastructure agreement

There are two recapture agreements: the water loop system recapture agreement and the southern sewer recapture agreement. The maps of each system are included in Exhibit A of each respective agreement. In general, both agreements split up the cost of each respective piece of infrastructure to the neighboring land-owners that could use the infrastructure in the future and assigns a pro-rata cost to each property with the assumption that every property was being developed in the present and each land-owner was at the table to pay for their fair share of the project.

Both agreements have:

- A Section 1 that clarify the total amount of the eligible recapture due to Cyrus One is based on the actual costs of the infrastructure projects, which costs will be certified after the project is completed.
- A Section 3 that requires the property to be annexed to the City (or subject to a pre-annexation agreement) before it can utilize the infrastructure.
- A Section 4 that includes the assumptions of how the pro-rata cost share is calculated (linear footage of frontage on the water line, or projected PE of sewer use).
- A Section 5 that confirms that the recapturable amounts on the properties will be reduced by 50% when the City pays 50% of the total incentive to Cyrus One or when 10 years pass from the infrastructure project. Further, this section caps the total recapturable amount to an amount equal to the remaining incentive due to Cyrus One in the event that the calculated recapture payment is greater than the total amount still due to Cyrus One (prevents overpayment to Cyrus One).
- A Section 6 that confirms that the City will not permit a property to utilize the infrastructure unless it has paid the recapture amount due to Cyrus One OR the City has paid the recapture amount due to Cyrus One (i.e. the City may want to incentivize future developments). Finally, these sections clarify that if the properties develop *without* needing the infrastructure connections, that no recapture amount is due.
- A section 9 that confirms if the total incentive is not paid to Cyrus One after 20 years, that the recapture agreements and contemplated payments are ended and the City is not responsible to make up the shortfall to Cyrus One.

Recommendation

Staff recommends approval of the easement acquisition memorandum of understanding, the design services agreement, and the utility infrastructure agreement with recapture agreements as exhibits.

Ordinance No. 2024 - ____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING CERTAIN AGREEMENTS WITH C1 YORKVILLE, LLC

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

WHEREAS, C1 Yorkville, LLC, a Delaware limited liability company (“*C1 Yorkville*”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively The “*Project*”); and

WHEREAS, C1 Yorkville, as a part of its proposal to the City, requested the City to extend water and sewer services to the Development Site including the engineering design for such extensions and the acquisition of required temporary and permanent easements necessary to construct the Project; and

WHEREAS, the City is prepared to undertake the extension of the sanitary sewer, the construction of the watermain looping system to serve the Development Site, and the acquisitions of the required easements to construct the Project, on the condition that C1 Yorkville is responsible to pay all costs incurred by the City for the Project as set forth in the Design Engineering Service Agreement and the Easement Acquisition Agreement attached hereto; and

WHEREAS, C1 Yorkville has requested financial assistance from the City due to the construction of an extensive utility infrastructure required to service the Development Site which the City is prepared to do by means of a rebatement of a portion of the City’s municipal utility taxes generated from the Project and recapture agreements from properties benefited by the extension of these services pursuant to the terms and conditions set forth in the Utility Infrastructure Agreement attached hereto; and

The City believes the development of the Project by C1 Yorkville at the Development Site will increase the tax base of the City and all taxing districts having jurisdiction over the Subject Property and provide job opportunities to its residents and therefore it is in the best interest of the City and its residents to take the actions hereinafter set forth.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. The following agreements, substantially in the forms attached hereto and made a part hereof, by and between the City and C1 Yorkville are hereby approved:

- (a) Design Engineer Services Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC;
- (b) Easement Acquisition Memorandum of Understanding by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC; and
- (c) Utility Infrastructure Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC.

Section 3. The Mayor and City Clerk are hereby authorized to execute the foregoing agreements and the City Administrator, the City Engineer and the City Attorney are hereby authorized to finalize the terms and take any action required to implement all of the terms of each of said agreements.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

**DESIGN ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN THE UNITED CITY
OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AND C1 YORKVILLE, LLC**

This Design Engineering Services Agreement (the “*Agreement*”), dated this ____ day of _____, 2024 (“*Effective Date*”), is by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”) and C1 Yorkville, LLC, a Delaware limited liability company (the “*Developer*”).

ARTICLE 1. Preambles

1.1 The City is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Developer is the owner of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, legally described in Exhibit A attached hereto, and identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “*Subject Property*”), which acquired the Subject Property from Yorkville Nexus, LLC (the “*Prior Owner*”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an onsite electrical substation (collectively the “*Project*”) over a ten (10) to twenty (20) year period.

1.3 The Developer recognizes that the Subject Property is not currently served with water or sewer service as required for the Project and is prepared to work with the City to extend such services to the Subject Property and is prepared to authorize the City to direct the City Engineer to make the necessary investigations, analyses, calculations, surveys and cost estimates to design a water main and sanitary sewer line to service the Subject Property (the “*Water/Sewer Infrastructure System*”).

1.4 On May 30, 2023, the City passed Ordinance 2023-18 approving a memorandum of understanding between the City and Prior Owner relating to the design and engineering of the Water/Sewer Infrastructure System for the Prior Owner, which remains unsigned as of the Effective Date hereof (“*Prior Engineering MOU*”). Notwithstanding, the City and Prior Owner, in good faith, initiated the design and engineering elements for the Water/Sewer Infrastructure

System, and Prior Owner has been providing the required reimbursement for costs and expenses in accordance with the Prior Engineering MOU and as further detailed herein.

ARTICLE 2. Respective Obligations of the City and the Developer

2.1 City has identified the best direct route for each component of the Water/Sewer Infrastructure System to serve the Subject Property and hereby agrees to direct the City Engineer to provide engineering design services for the following:

- A. The specific location and cost to install approximately 23,000 linear feet of a sixteen-inch (16") diameter water main from the existing water main at Corneils Road to Eldamain Road, then south toward Faxon Road, then east to connect to the existing water main at High Ridge Lane and then along a section of Faxon Road all as depicted on Exhibit A attached hereto; and
- B. The specific location and estimated cost to install approximately 1,800 linear feet of sanitary sewer from the existing thirty-six inch (36") sanitary sewer on the east side of Rob Roy Creek west to the Lincoln Prairie development a Beecher Road.

2.2 In accordance with the Prior Engineering MOU, Prior Owner and the City engaged the City Engineer to commence work on the design engineering services required for the Water/Sewer Infrastructure System, however the design services required to complete the final design and drawings are not entirely final, but the completion of which shall not extend past May 1, 2025 without the prior written consent of Developer and City. Notwithstanding the foregoing, Developer hereby agrees to pay all outstanding costs for the design engineering services for the Water/Sewer Infrastructure System, it being understood that any disputes or claims regarding the reimbursement for the design engineering services, if any, including the amounts paid by the Prior Owner and amounts to be paid for the completion of the outstanding design engineering services by the Developer shall be resolved between the Prior Owner and the Developer. The Developer shall indemnify and hold the City harmless for any claims or disputes regarding the allocation of costs between Developer and the Prior Owner for the design services for the Water/Sewer Infrastructure System performed by the City Engineer.

2.3 As of the Effective Date hereof, the outstanding engineering services costs incurred by the City for the Water/Sewer Infrastructure System estimated in the amount of

\$271,794.30 (for a total of \$485,489.00) (“*Estimated Engineering Costs*”). Developer agrees to deposit with the City on or before the tenth (10th) day of each calendar month during the term of this Agreement the amounts set forth in Exhibit B attached hereto. Following the Effective Date hereof, the City agrees to advise the Developer’s representatives by email, in advance of incurring further costs and expenses exceeding the Estimated Engineering Costs, requesting written approval of such additional costs and expenses.

ARTICLE 3. In General

3.1 The term of this Agreement shall commence upon the date first written above and shall terminate upon completion of all work to be performed by the City Engineer and payment by the Developer in full of all costs incurred by the City in connection with the services provided by the City Engineer.

3.2 In the event of a breach of this Agreement by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Agreement. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting party for all costs and expenses incurred by the non-defaulting party in connection with an action taken to enforce this Memorandum, including reasonable attorney’s fees and court costs.

3.3 This Agreement shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by a party hereto without the prior written consent of the other parties to this Agreement, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be enforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Agreement, along with the Utility Infrastructure Agreement, the Planned Unit Development Agreement and the Easement Acquisition Memorandum of Understanding entered

into between the parties (collectively the “Development Agreements”), and the ordinances of the City set forth the entire understanding of the parties as pertaining to the Project and the Subject Property and the Development Agreements may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a “Notice”) shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City:	United City of Yorkville 651 Prairie Pointe Yorkville, Illinois 60560 Attention: City Administrator
With a Copy to:	Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 N. Naper Blvd., Suite 350 Naperville, IL 60563 Attention: Kathleen Field Orr
To Developer:	C1 Yorkville, LLC 2820 N. Harwood Street, Suite 2200 Dallas, Texas 75201 Attention: Nicholas Papadimitriou
With a Copy to:	Rosanova & Whitaker Ltd. 445 Jackson Avenue, Suite 200 Naperville, Illinois 60540 Attention: Russell G. Whitaker, III

3.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

CITY:

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

DEVELOPER:

C1 Yorkville, LLC,
A Delaware limited liability company

By: _____
Its

EXHIBIT A

Legal Description of the Development Site

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OFWAY LINE, 1147.75 FEET; THENCE NORTH 00

DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE,
1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner
of Eldamain Road and Faxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;

02-18-300-002;

02-18-300-003;

02-18-300-004;

02-19-100-004;

02-19-100-005; and

02-18-400-004.

Exhibit B
Engineering Agreement – Drawdown Schedule

ESTIMATED REMAINING BALANCE **\$** **271,794.30**

DATE	ESTIMATED INVOICE VALUE
9/1/2024	\$ 29,049.80
10/1/2024	\$ 48,548.90
11/1/2024	\$ 48,548.90
12/1/2024	\$ 48,548.90
1/1/2025	\$ 48,548.90
2/1/2025	\$ 48,548.90
3/1/2025	\$ -
Total	\$ 271,794.30

**EASEMENT ACQUISITION MEMORANDUM
OF UNDERSTANDING BY AND BETWEEN THE UNITED
CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND C1 YORKVILLE, LLC**

This Easement Acquisition Memorandum of Understanding (the “*Easement MOU*”), dated this ____ day of _____, 2024 (“*Effective Date*”), is by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”) and C1 Yorkville, LLC, a Delaware limited liability company of (the “*Developer*”).

ARTICLE 1. Preambles

1.1 The City is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Developer is the owner of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, legally described in Exhibit A attached hereto, and identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “*Subject Property*”), which acquired the Subject Property from Yorkville Nexus, LLC (the “*Prior Owner*”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an onsite electrical substation (collectively the “*Project*”) over a ten (10) to twenty (20) year period.

1.3 The Developer recognizes that the Subject Property is not currently served with water or sewer service as required for the Project and has authorized the City to engage the City Engineer to undertake all investigations, analyses, calculations, surveys and cost estimates to design a water main and sanitary sewer line to service the Subject Property, referred to as the Water/Sewer Infrastructure System, pursuant to the terms and conditions as set forth in a Design Engineering Services Agreement by and between the City and the Developer dated _____, 2024.

1.4 On May 30, 2023, the City passed Ordinance 2023-17 approving a memorandum of understanding between the City and Prior Owner relating to the acquisition of all easements from owners of property through which the City’s Water/Sewer Infrastructure System will be installed, which was signed by the parties on May 30, 2023 (“*Prior Easement Acquisition MOU*”).

Pursuant to the Prior Easement Acquisition MOU, the City commenced the acquisition of all easements from owners of property through which the Water/Sewer Infrastructure System will be installed and the City proceeded to contact the impacted property owners to negotiate the cost to obtain temporary construction easements and a permanent, non-exclusive easements over each of the affected properties in furtherance thereof.

ARTICLE 2. Respective Obligations of the City and the Developer

2.1 The City Engineer has prepared some of the documentation and legal descriptions for each of the required temporary construction easements and the non-exclusive, permanent easements and shall continue to prepare the necessary documentation for the acquisition of such rights by the City of all required temporary and permanent, non-exclusive easements upon completion of the final design of the Water/Sewer Infrastructure System.

2.2 The City has also negotiated with property owners by offering the fair market land value for the acquisition of the temporary and permanent easement rights, including losses incurred for crop damage. The City Engineer and the City have estimated the total cost to be expended by the City to acquire all necessary easement rights in connection with the construction of the Water/Sewer Infrastructure System is approximately \$135,000, which includes the following: (i) ascertaining the legal title holders of each of the affected properties through title searches by accredited title insurance companies; (ii) to preparing the required plats of easement for each of the affected properties; (iii) to negotiating the acquisition cost for the temporary construction easements and permanent, non-exclusive easements to encumber each property; and, (iv) compensating each owner for crop damage, if applicable (collectively, the "*Estimated Easement Costs*"). As of the Effective Date hereof, the outstanding easement acquisition costs incurred by the City for the Water/Sewer Infrastructure System is approximately \$51,475 none of which has been paid by the Prior Owner as of July 2, 2024). Following the Effective Date hereof, the City agrees to advise the Developer' representatives by email, in advance of the final acceptance of an offer to be paid to any affected property owner for any temporary construction easements, permanent, non-exclusive easements and crop damage, if applicable, requesting approval of the total amount to be paid.

2.3 Concurrent with the execution of this Agreement, City shall deliver an estoppel certificate to Developer evidencing the amounts paid by Prior Owner to City in accordance with the Prior Easement Acquisition MOU as reconciled and agreed upon by City and Prior Owner ("*City Estoppel*"). Developer hereby agrees to pay all outstanding costs for the easement acquisition costs for the Water/Sewer Infrastructure System in accordance with this Agreement and in reliance upon the City Estoppel, it being understood that any disputes or claims regarding the reimbursement for the easement acquisition costs, if any, including the amounts paid by the Prior Owner and amounts to be paid for the completion of the outstanding easement acquisition costs by the Developer shall be resolved between the Prior Owner and the Developer. The Developer shall indemnify and hold the City harmless for any claims or disputes regarding the allocation of costs between Developer and the Prior Owner for the design services for the Water/Sewer Infrastructure System performed by the City Engineer except for the amounts reconciled between City and Prior Owner as reflected in the City Estoppel.

ARTICLE 3. In General

3.1 The term of this Easement MOU shall commence upon the Effective Date first written above and shall terminate upon receipt and recordation of all temporary construction easements and permanent non-exclusive easement and payment by the Developer in full of all costs incurred by the City in connection with this Easement MOU, the completion of which shall not extend past December 1, 2025 without the prior written consent of Developer and City

3.2 In the event of a breach of this Easement MOU by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Easement MOU. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Easement MOU, including reasonable attorney's fees and court costs.

3.3 This Easement MOU shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Easement MOU shall not be assigned by a party hereto without the prior written consent of the other party to this Easement MOU, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Easement MOU shall not impair the validity of any other provisions. If any provision of this Easement MOU is determined by a court of competent jurisdiction to be enforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Easement MOU, along with the Design Engineering Agreement, Utility Infrastructure Agreement, and the Planned Unit Development Agreement entered into between the parties (collectively the “*Agreements*”), and the ordinances of the City set forth the entire understanding of the parties as pertaining to the Project and the Subject Property. The Agreements may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Easement MOU shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Easement MOU (a “*Notice*”) shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563
Attention: Kathleen Field Orr

To C1 Yorkville, LLC: C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201
Attention: Nicholas Papadimitriou

With a Copy to: Rosanova & Whitaker Ltd.
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Attention: Russell G. Whitaker, III

3.8 This Easement MOU may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement MOU to be executed by their duly authorized officers on the Effective Date.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

C1 Yorkville, LLC,
a Delaware limited liability company

By: _____
Its

EXHIBIT A

Legal Description of the Development Site

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID

SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OF-WAY LINE, 1147.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE, 1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner of Edamain Road and Foxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;
02-18-300-002;
02-18-300-003;
02-18-300-004;
02-19-100-004;
02-19-100-005; and
02-18-400-004

**UTILITY INFRASTRUCTURE AGREEMENT BY AND BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
C1 YORKVILLE LLC**

THIS UTILITY INFRASTRUCTURE AGREEMENT (the "*Agreement*"), is made and entered as of the ____ day of _____, 2024 (the "*Effective Date*"), by and between the United City of Yorkville, Kendall County, Illinois (the "*City*") and C1 Yorkville LLC, a Delaware limited liability company ("*Developer*"), each a "*Party*").

RECITALS:

1.1. The City is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 Developer is the owner of real property previously owned by Yorkville Nexus LLC, an Illinois limited liability company ("*Yorkville Nexus*"), consisting of approximately 229 acres of farmland at the northeast corner of Eldamain and Faxon Road (the "*Development Site*"), legally described in **Exhibit A** attached hereto, which Developer intends to develop a secure data center campus (the "*Project*").

1.3 The Development Site requires public improvement infrastructure to service the proposed development and, therefore, shall require a substantial investment to provide water and sanitary sewer service to the Project.

1.4 The City desires to deliver certain utility infrastructure to the site and to own and operate the main extensions through which service will be delivered. Developer is prepared to be responsible for all reasonable costs to be incurred by the City to acquire easements, design, construct the Water/Sewer Project, (defined below) to service the Development Site, subject to reimbursement from the City as described in this Agreement, the "*Design Engineering Services Agreement*", attached hereto as **Exhibit B**, and the "*Easement Acquisition Memorandum of Understanding*", attached hereto as **Exhibit B-1**, and has requested the City, at this time, to confirm the estimated cost for acquiring all easements, cost of design engineering required to provide water and sewer service, and the estimated cost of construction thereof in accordance with the capacity requirements in Section 3.5 hereof (collectively the "*Water/Sewer Project*").

1.5 To facilitate the development and construction of the Project and pursuant to and in accordance with the terms of this Agreement, the City has agreed to reimburse the Developer for certain costs related to the Water/Sewer Project as described herein.

1.6 Developer represents and warrants to the City but for the provisions required pursuant to applicable law along with financial assistance to be provided by the City to Developer pursuant to this Agreement, the Project would not be economically viable and, concomitantly, it is not reasonably anticipated that Developer would develop and construct the Project as contemplated.

ARTICLE 2: DEVELOPER OBLIGATIONS

2.1 The City shall direct its engineers to proceed with the engineering studies as required to construct the Water/Sewer Project on the condition that Developer deposits into an escrow account with the City, the costs to be incurred to undertake such engineering services as set forth in Design Engineering Services Agreement. Such studies shall include the estimates for the construction of the Water/Sewer Project and the City will ensure that the Developer is issued reliance letters on such studies or reports on or before May 1, 2025.

2.2 The City has prepared a preliminary budget showing total costs for the Water/Sewer Project in an estimated amount of \$10,241,550 as set forth in **Exhibit C**, which is attached hereto (the "*Water/Sewer Project Preliminary Budget*"). These estimates are provided for illustration purposes and are not limits on the cost or scope of the total Water/Sewer Project Preliminary Budget. Following the Execution Date, any change in the Water/Sewer Project Preliminary Budget shall be approved by Developer in writing.

2.3 Upon review and approval of the total engineering design of the Water/Sewer Project by City and Developer, the City agrees to publicly bid Water/Sewer Project in accordance with the City's procurement codes and to approve a construction contract with the lowest responsible and qualified bidder. Prior to execution of the construction contract, the Developer agrees to deposit in escrow with a mutually selected agent an amount equal to one hundred fifteen percent (115%) of the value of approved bid and construction contract ("*Approved Bid Amount*"). Upon confirmation of receipt by the escrow agent the Approved Bid Amount, the City shall promptly direct the commencement of construction of the Water/Sewer Project to service the Development Site. The City shall make payments to the lowest, responsible and qualified bidder in installments as mandated by the construction contract from such funds held by escrow agent constituting the Approved Bid Amount, but only to the extent that work has been satisfactorily completed. Notwithstanding the foregoing, the City shall not pay its contractor(s) more often than monthly.

2.4 Developer shall have satisfied all annexation policies, payments, and requirements from Yorkville-Bristol Sanitary District ("*YBSD*") prior to issuance of first building permit in the Development Site. City shall reasonably cooperate with Developer in seeking such annexation approval from YBSD.

2.5 In the event of any change orders requested by the City or Developer resulting in any decrease in the amount due from the City under the construction contract, the excess shall be refunded to Developer upon completion of the Water/Sewer Project. In the event of any increase in the amount due from the City under the contract due to a change order related to the Infrastructure Improvements directly attributable to the Water/Sewer Project, the City shall provide written notice of the same to Developer. Developer shall review such change order and provide its acceptance or rejection of the change order within fifteen (15) days. In the event the change order for an increase is accepted, the City shall provide appropriate documents to Developer prior to the demand for an increase to the escrow in the amount of one hundred fifteen percent (115%) of the increase. The Developer shall have no obligation to authorize a change order

or increase that is requested by or triggered by a neighboring project for which a separate utility agreement could be pursued by such separate developer or land owner.

2.6 The City shall obtain the necessary easements required to construct the Water/Sewer Project (the "*Water/Sewer Easements*") pursuant to the Easement Acquisition Memorandum of Understanding. Developer shall reimburse the City for all actual and authorized out-of-pocket costs related to obtaining the Water/Sewer Easements, as outlined in the Easement Acquisition Memorandum of Understanding. The City shall submit any estimates received for the above-referenced costs to Developer for its approval prior to authorizing said work and Developer shall review and provide feedback within thirty (30) days. The City acknowledges that construction of the Water/Sewer Project is conditioned upon the City obtaining the Water/Sewer Easements.

2.7 The City understands that it will complete Water/Sewer Project within twenty (20) months after execution of the Design Engineering Services Agreement by Developer and following the City's acquisition of the Water/Sewer Easements pursuant to the Easement Acquisition Memorandum of Understanding.

2.8 Upon Developer's written request, the City shall issue to the Developer a Certificate of Completion in recordable form confirming that Developer has fulfilled its respective obligation to pay for the Water/Sewer Project in accordance with the terms of this Agreement and promptly release any excess funds to Developer, if any.

ARTICLE 3: CITY OBLIGATIONS

3.1 Upon execution of this Agreement and the calculation of the actual cost of the Water/Sewer Project after the Water/Sewer Project has been completed and accepted, Developer shall be entitled to recapture amount(s) as set forth in the recapture agreements, copies of which are attached hereto as **Exhibit D** (the "*Recapture Agreements*").

3.2 The City agrees to reimburse Developer, or its designee, the cost of the Water/Sewer Project, including any additional funding for the Alternative Water Facilities, less any amounts received pursuant to the Recapture Agreements. The City agrees to rebate the municipal electric utility taxes (as referenced in the Yorkville City Code in 3-2-4-B-1-C) generated by the Project (or its end users) and distributed to the City from ComEd ("*Utility Taxes*") in accordance with the following tiered structure (the "*Utility Tax Reimbursement*"):

- A. Tier 1: 50% of the Utility Taxes up to \$1,000,000 (i.e., maximum \$500,000 annually); and
- B. Tier 2: 60% of Utility Taxes in excess of \$1,000,000.

3.3 The City agrees to rebate the Utility Taxes as described in Section 3.2 to Developer until receipt by Developer of 100 percent (100%) of the total cost of the Water/Sewer Project, as

may be modified by the Alternative Water Facilities or amounts received pursuant to Recapture Agreements described in Section 3.2.

The City’s obligation to rebate as aforesaid is subject to receipt of the corresponding utility bills for the Development Site. The City agrees that Developer may assign its rights, in whole or in part, to the Utility Tax Reimbursement to any party in its sole discretion.

3.4 Rebate of the Utility Taxes, as hereinabove provided, shall commence upon the issuance of a certificate of occupancy for the first structure constructed at the Development Site and continue until the first to occur: (i) reimbursement of the total cost of the Water/Sewer Project; or, (ii) twenty (20) years from the issuance of the first certificate of occupancy (temporary or permanent) for first structure constructed at the Development Site.

3.5 The City acknowledges that the provision of adequate amounts of potable water is essential for the development of the Project. The City will provide water and sewer services to Developer for use at Development Site in accordance with the following table and by the applicable Delivery Date (the "*Water Allocation*"):

	Water Capacity (Average Day)	Sewer Capacity (Average Day)	Delivery Date
Phase 1 Capacity	250,000 gallon per day	150,000 gallon per day	3/1/2026
Phase 2 Capacity	500,000 gallon per day	300,000 gallon per day	10/1/2028

The City will provide water service to the Project at a minimum pressure of 55 psi. The City will charge for water and sewer services based on actual usage in accordance with the then-existing tariff rates charged to industrial customers for similar water and sewer services. The Water/Sewer Project will provide water and sewer services at the Project site boundary.

The City represents and warrants that, as of the Execution Date hereof, it has the ability to provide the Phase 1 Capacity indicated in the table above. The City, as well as the Village of Oswego and the Village of Montgomery (collectively, "*WaterLink*") is engaged in discussions with the DuPage Water Commission regarding the provision of Lake Michigan water. The City will use commercially reasonable efforts to enter into an intergovernmental agreement with the DuPage Water Commission for the provision of the Phase 2 Capacity. In the event the Phase 2 Capacity is not sourced through WaterLink and the DuPage Water Commission, the City agrees that it will design, engineer, construct, install, operate, and maintain any and all necessary infrastructure, including a well and water treatment facility, at its sole cost and expense, to provide the Phase 2 Capacity by the applicable delivery date above (the "*Alternative Water Facilities*"). Developer will have the option to either (i) contribute funding for the construction of the Alternative Water Facilities in the same proportion as its water capacity provided through the Alternative Water Facilities compared to the full capacity of such Alternative Water Facilities, provided that

Developer's obligation will not exceed twenty percent (20%) of the total construction costs. Further the City agrees that any funds contributed by Developer toward the construction of the Alternative Water Facilities shall be reimbursable per the terms of Section 3.2 above; or (ii) waive its right to the incremental increase of Phase 2 water and sewer capacities shown in the table above.

ARTICLE 4: IN GENERAL

4.1 The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on the twentieth (20th) anniversary of the Effective Date; provided, however, the City obligation to make all necessary Utility Tax Reimbursements described in Article 3 shall survive the term of the Agreement and Developer's rights and remedies to enforce such obligation shall survive the term of the Agreement.

4.2 In the event of a default, the non-defaulting party shall give no less than ten (10) business days' notice to the defaulting party. No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

4.3 Neither the City nor Developer, nor any successor in interest to either of them, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by nationally recognized pandemic or epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder (in each case, a "*Force Majeure Delay*"). In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 4.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 4.9. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

4.4 This Agreement shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that

may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by a party hereto without the prior written consent of the other parties to this Agreement, approval of which shall not be unreasonably withheld.

4.5 In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall, in addition to any right or remedy provided by law or equity, have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

4.6 The invalidity of any provisions of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

4.7 This Agreement sets forth the entire understanding of the parties as pertaining to the Agreement and may only be amended, modified or terminated by a written instrument signed by the parties. Any addition of new property to the Development Site shall require written amendment to this Agreement, for which City Council approval will be required.

4.8 This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

4.9 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a “*Notice*”) shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Kathleen Field Orr
40 Terrace Colony
Olympia Fields, Illinois 60461

To Developer: C1 Yorkville LLC
2850 N. Harwood Street
Suite 2200
Dallas, Texas 75201

Attention: Nicholas Papadimitriou
Email: npapadimitriou@cyrusone.com

With a copy to: Mayer Brown LLP
1999 K Street NW
Washington, DC 20006
Attention: Emily G. Naughton
Email: enaughton@mayerbrown.com

With a copy to: Russell G. Whitaker, III
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Telephone 630-355-4600
Fax 630-352-3610
Email: russ@rw-attorneys.com

4.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

4.11 Developer shall be permitted to record, at its costs and expense, a memorandum of this Agreement with the Kendall County Recorder.

4.12 City hereby acknowledges that Developer has no rights and/or obligations with respect to Ordinance 2023-17 (“Ordinance Approving a memorandum of Understanding Between the United City of Yorkville, Kendall County, Illinois and Yorkville Nexus, LLC, Relating to Engineering Services for Infrastructure Projects”) and Ordinance 2023-18 (“Ordinance Approving a Memorandum of Understanding Between the United City of Yorkville, Kendall County, Illinois and Yorkville Nexus, LLC, Relating to the Construction of Water and Sanitary Services”). The City and Yorkville Nexus shall enter into a separate agreement regarding any rebates or other agreements for reimbursement or payments made between the parties in connection with the Corneils Road Sanitary Sewer Extension easement rights, engineering, installation and construction in relation thereto.

4.13 Each of the Parties hereto agrees to provide the other, upon not less than 20 business days prior request, an estoppel certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim) and that to its knowledge the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) but not more than once per year.

4.14 No party will be liable to the other party, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

4.15 In the event of any litigation involving this Agreement, the non-prevailing party in such litigation will pay to the prevailing party the attorneys' fees and costs incurred by the prevailing party in connection with such litigation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

C1 Yorkville LLC,
a Delaware limited liability company

By: _____
Its:

EXHIBIT A

Legal Description of the Development Site

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID

SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OF-WAY LINE, 1147.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE, 1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner of Edamain Road and Foxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;
02-18-300-002;
02-18-300-003;
02-18-300-004;
02-19-100-004;
02-19-100-005; and
02-18-400-004

EXHIBIT B

Design Engineering Services Agreement

[to be attached]

**DESIGN ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN THE UNITED CITY
OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AND C1 YORKVILLE, LLC**

This Design Engineering Services Agreement (the “*Agreement*”), dated this ____ day of _____, 2024 (“*Effective Date*”), is by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”) and C1 Yorkville, LLC, a Delaware limited liability company (the “*Developer*”).

ARTICLE 1. Preambles

1.1 The City is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Developer is the owner of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, legally described in Exhibit A attached hereto, and identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “*Subject Property*”), which acquired the Subject Property from Yorkville Nexus, LLC (the “*Prior Owner*”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an onsite electrical substation (collectively the “*Project*”) over a ten (10) to twenty (20) year period.

1.3 The Developer recognizes that the Subject Property is not currently served with water or sewer service as required for the Project and is prepared to work with the City to extend such services to the Subject Property and is prepared to authorize the City to direct the City Engineer to make the necessary investigations, analyses, calculations, surveys and cost estimates to design a water main and sanitary sewer line to service the Subject Property (the “*Water/Sewer Infrastructure System*”).

1.4 On May 30, 2023, the City passed Ordinance 2023-18 approving a memorandum of understanding between the City and Prior Owner relating to the design and engineering of the Water/Sewer Infrastructure System for the Prior Owner, which remains unsigned as of the Effective Date hereof (“*Prior Engineering MOU*”). Notwithstanding, the City and Prior Owner, in good faith, initiated the design and engineering elements for the Water/Sewer Infrastructure

System, and Prior Owner has been providing the required reimbursement for costs and expenses in accordance with the Prior Engineering MOU and as further detailed herein.

ARTICLE 2. Respective Obligations of the City and the Developer

2.1 City has identified the best direct route for each component of the Water/Sewer Infrastructure System to serve the Subject Property and hereby agrees to direct the City Engineer to provide engineering design services for the following:

- A. The specific location and cost to install approximately 23,000 linear feet of a sixteen-inch (16") diameter water main from the existing water main at Corneils Road to Eldamain Road, then south toward Faxon Road, then east to connect to the existing water main at High Ridge Lane and then along a section of Faxon Road all as depicted on Exhibit A attached hereto; and
- B. The specific location and estimated cost to install approximately 1,800 linear feet of sanitary sewer from the existing thirty-six inch (36") sanitary sewer on the east side of Rob Roy Creek west to the Lincoln Prairie development a Beecher Road.

2.2 In accordance with the Prior Engineering MOU, Prior Owner and the City engaged the City Engineer to commence work on the design engineering services required for the Water/Sewer Infrastructure System, however the design services required to complete the final design and drawings are not entirely final, but the completion of which shall not extend past May 1, 2025 without the prior written consent of Developer and City. Notwithstanding the foregoing, Developer hereby agrees to pay all outstanding costs for the design engineering services for the Water/Sewer Infrastructure System, it being understood that any disputes or claims regarding the reimbursement for the design engineering services, if any, including the amounts paid by the Prior Owner and amounts to be paid for the completion of the outstanding design engineering services by the Developer shall be resolved between the Prior Owner and the Developer. The Developer shall indemnify and hold the City harmless for any claims or disputes regarding the allocation of costs between Developer and the Prior Owner for the design services for the Water/Sewer Infrastructure System performed by the City Engineer.

2.3 As of the Effective Date hereof, the outstanding engineering services costs incurred by the City for the Water/Sewer Infrastructure System estimated in the amount of

\$271,794.30 (for a total of \$485,489.00) (“*Estimated Engineering Costs*”). Developer agrees to deposit with the City on or before the tenth (10th) day of each calendar month during the term of this Agreement the amounts set forth in Exhibit B attached hereto. Following the Effective Date hereof, the City agrees to advise the Developer’s representatives by email, in advance of incurring further costs and expenses exceeding the Estimated Engineering Costs, requesting written approval of such additional costs and expenses.

ARTICLE 3. In General

3.1 The term of this Agreement shall commence upon the date first written above and shall terminate upon completion of all work to be performed by the City Engineer and payment by the Developer in full of all costs incurred by the City in connection with the services provided by the City Engineer.

3.2 In the event of a breach of this Agreement by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Agreement. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting party for all costs and expenses incurred by the non-defaulting party in connection with an action taken to enforce this Memorandum, including reasonable attorney’s fees and court costs.

3.3 This Agreement shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by a party hereto without the prior written consent of the other parties to this Agreement, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be enforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Agreement, along with the Utility Infrastructure Agreement, the Planned Unit Development Agreement and the Easement Acquisition Memorandum of Understanding entered

into between the parties (collectively the “Development Agreements”), and the ordinances of the City set forth the entire understanding of the parties as pertaining to the Project and the Subject Property and the Development Agreements may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a “Notice”) shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City:	United City of Yorkville 651 Prairie Pointe Yorkville, Illinois 60560 Attention: City Administrator
With a Copy to:	Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 N. Naper Blvd., Suite 350 Naperville, IL 60563 Attention: Kathleen Field Orr
To Developer:	C1 Yorkville, LLC 2820 N. Harwood Street, Suite 2200 Dallas, Texas 75201 Attention: Nicholas Papadimitriou
With a Copy to:	Rosanova & Whitaker Ltd. 445 Jackson Avenue, Suite 200 Naperville, Illinois 60540 Attention: Russell G. Whitaker, III

3.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

CITY:

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

DEVELOPER:

C1 Yorkville, LLC,
A Delaware limited liability company

By: _____
Its

EXHIBIT A

Legal Description of the Development Site

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OFWAY LINE, 1147.75 FEET; THENCE NORTH 00

DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE,
1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner
of Eldamain Road and Faxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;

02-18-300-002;

02-18-300-003;

02-18-300-004;

02-19-100-004;

02-19-100-005; and

02-18-400-004.

Exhibit B
Engineering Agreement – Drawdown Schedule

ESTIMATED REMAINING BALANCE **\$** **271,794.30**

DATE	ESTIMATED INVOICE VALUE
9/1/2024	\$ 29,049.80
10/1/2024	\$ 48,548.90
11/1/2024	\$ 48,548.90
12/1/2024	\$ 48,548.90
1/1/2025	\$ 48,548.90
2/1/2025	\$ 48,548.90
3/1/2025	\$ -
Total	\$ 271,794.30

EXHIBIT B-1

Easement Acquisition Memorandum of Understanding

(To be attached)

**EASEMENT ACQUISITION MEMORANDUM
OF UNDERSTANDING BY AND BETWEEN THE UNITED
CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND C1 YORKVILLE, LLC**

This Easement Acquisition Memorandum of Understanding (the “*Easement MOU*”), dated this ____ day of _____, 2024 (“*Effective Date*”), is by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”) and C1 Yorkville, LLC, a Delaware limited liability company of (the “*Developer*”).

ARTICLE 1. Preambles

1.1 The City is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Developer is the owner of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, legally described in Exhibit A attached hereto, and identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “*Subject Property*”), which acquired the Subject Property from Yorkville Nexus, LLC (the “*Prior Owner*”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an onsite electrical substation (collectively the “*Project*”) over a ten (10) to twenty (20) year period.

1.3 The Developer recognizes that the Subject Property is not currently served with water or sewer service as required for the Project and has authorized the City to engage the City Engineer to undertake all investigations, analyses, calculations, surveys and cost estimates to design a water main and sanitary sewer line to service the Subject Property, referred to as the Water/Sewer Infrastructure System, pursuant to the terms and conditions as set forth in a Design Engineering Services Agreement by and between the City and the Developer dated _____, 2024.

1.4 On May 30, 2023, the City passed Ordinance 2023-17 approving a memorandum of understanding between the City and Prior Owner relating to the acquisition of all easements from owners of property through which the City’s Water/Sewer Infrastructure System will be installed, which was signed by the parties on May 30, 2023 (“*Prior Easement Acquisition MOU*”).

Pursuant to the Prior Easement Acquisition MOU, the City commenced the acquisition of all easements from owners of property through which the Water/Sewer Infrastructure System will be installed and the City proceeded to contact the impacted property owners to negotiate the cost to obtain temporary construction easements and a permanent, non-exclusive easements over each of the affected properties in furtherance thereof.

ARTICLE 2. Respective Obligations of the City and the Developer

2.1 The City Engineer has prepared some of the documentation and legal descriptions for each of the required temporary construction easements and the non-exclusive, permanent easements and shall continue to prepare the necessary documentation for the acquisition of such rights by the City of all required temporary and permanent, non-exclusive easements upon completion of the final design of the Water/Sewer Infrastructure System.

2.2 The City has also negotiated with property owners by offering the fair market land value for the acquisition of the temporary and permanent easement rights, including losses incurred for crop damage. The City Engineer and the City have estimated the total cost to be expended by the City to acquire all necessary easement rights in connection with the construction of the Water/Sewer Infrastructure System is approximately \$135,000, which includes the following: (i) ascertaining the legal title holders of each of the affected properties through title searches by accredited title insurance companies; (ii) to preparing the required plats of easement for each of the affected properties; (iii) to negotiating the acquisition cost for the temporary construction easements and permanent, non-exclusive easements to encumber each property; and, (iv) compensating each owner for crop damage, if applicable (collectively, the "*Estimated Easement Costs*"). As of the Effective Date hereof, the outstanding easement acquisition costs incurred by the City for the Water/Sewer Infrastructure System is approximately \$51,475 none of which has been paid by the Prior Owner as of July 2, 2024). Following the Effective Date hereof, the City agrees to advise the Developer' representatives by email, in advance of the final acceptance of an offer to be paid to any affected property owner for any temporary construction easements, permanent, non-exclusive easements and crop damage, if applicable, requesting approval of the total amount to be paid.

2.3 Concurrent with the execution of this Agreement, City shall deliver an estoppel certificate to Developer evidencing the amounts paid by Prior Owner to City in accordance with the Prior Easement Acquisition MOU as reconciled and agreed upon by City and Prior Owner ("*City Estoppel*"). Developer hereby agrees to pay all outstanding costs for the easement acquisition costs for the Water/Sewer Infrastructure System in accordance with this Agreement and in reliance upon the City Estoppel, it being understood that any disputes or claims regarding the reimbursement for the easement acquisition costs, if any, including the amounts paid by the Prior Owner and amounts to be paid for the completion of the outstanding easement acquisition costs by the Developer shall be resolved between the Prior Owner and the Developer. The Developer shall indemnify and hold the City harmless for any claims or disputes regarding the allocation of costs between Developer and the Prior Owner for the design services for the Water/Sewer Infrastructure System performed by the City Engineer except for the amounts reconciled between City and Prior Owner as reflected in the City Estoppel.

ARTICLE 3. In General

3.1 The term of this Easement MOU shall commence upon the Effective Date first written above and shall terminate upon receipt and recordation of all temporary construction easements and permanent non-exclusive easement and payment by the Developer in full of all costs incurred by the City in connection with this Easement MOU, the completion of which shall not extend past December 1, 2025 without the prior written consent of Developer and City

3.2 In the event of a breach of this Easement MOU by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Easement MOU. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Easement MOU, including reasonable attorney's fees and court costs.

3.3 This Easement MOU shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Easement MOU shall not be assigned by a party hereto without the prior written consent of the other party to this Easement MOU, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Easement MOU shall not impair the validity of any other provisions. If any provision of this Easement MOU is determined by a court of competent jurisdiction to be enforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Easement MOU, along with the Design Engineering Agreement, Utility Infrastructure Agreement, and the Planned Unit Development Agreement entered into between the parties (collectively the “*Agreements*”), and the ordinances of the City set forth the entire understanding of the parties as pertaining to the Project and the Subject Property. The Agreements may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Easement MOU shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Easement MOU (a “*Notice*”) shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563
Attention: Kathleen Field Orr

To C1 Yorkville, LLC: C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201
Attention: Nicholas Papadimitriou

With a Copy to: Rosanova & Whitaker Ltd.
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Attention: Russell G. Whitaker, III

3.8 This Easement MOU may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement MOU to be executed by their duly authorized officers on the Effective Date.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

C1 Yorkville, LLC,
a Delaware limited liability company

By: _____
Its

EXHIBIT A

Legal Description of the Development Site

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

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PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID

SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OF-WAY LINE, 1147.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE, 1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner of Edamain Road and Foxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;
02-18-300-002;
02-18-300-003;
02-18-300-004;
02-19-100-004;
02-19-100-005; and
02-18-400-004

EXHIBIT C

Water/Sewer Project Preliminary Budget

Project	Basis for Cost Estimate	Amount
Lincoln Prairie 16" Water Main	Preliminary Cost Estimate prepared by Engineering Enterprises, Inc. dated June 17, 2024	\$8,828,350

Project	Basis for Cost Estimate	Amount
Lincoln Prairie - Sanitary Sewer - South	Preliminary Cost Estimate prepared by Engineering Enterprises, Inc. dated June 17, 2024	\$1,007,200

Project	Basis for Cost Estimate	Amount
Engineering Costs for the Lincoln Prairie 16" Water Main and the Lincoln Prairie - Sanitary Sewer - South	Preliminary Cost Estimate prepared by Engineering Enterprises, Inc.	\$271,000
Easement Acquisition Costs for the Lincoln Prairie 16" Water Main and the Lincoln Prairie – Sanitary Sewer - South	Preliminary Easement Acquisition Estimate provided by the City of Yorkville	\$135,000

EXHIBIT D

Recapture Agreements (Southern Sewer Recapture Agreement and Water Loop Recapture Agreement)

[to be attached]

SOUTHERN SEWER RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("*Agreement*"), is made and entered as of the ____ day of _____, 2024 ("Effective Date"), by and between the United City of Yorkville, Kendall County, Illinois (the "City") and C1 Yorkville, LLC, a Delaware limited liability ("C1").

RECITALS:

A. The City has agreed to construct and C1 has agreed to pay all expenses to design and construct all mains, devices and any other equipment and appurtenances thereto required in connection with the southern extension of the City's sewer system (the "*Southern Sewer System*"), as depicted on *Exhibit A* and serving the area legally described on *Exhibit B* both Exhibits being attached hereto, including all costs incurred by the City to acquire all required permanent easements and temporary constructions easements.

B. C1 desires to recapture its costs to design and construct the Southern Sewer System including all required permanent and temporary easements to provide sewer service from the City to properties along the route as depicted and legally described on *Exhibit A* and as identified by parcel numbers on *Exhibit C* attached hereto (the "*Benefitted Properties*").

C. C1 is desirous of entering into this Agreement to provide for the fair and allocable recapture from owners of the Benefitted Properties of a proportion of their costs to provide the Benefitted Properties with the Southern Sewer Service System, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

Section 1. Recapture Costs. An estimate of the costs to construct the extension of the Southern Sewer Service is set forth on *Exhibit D* attached hereto (the "*Recapture Costs*"). It is understood and agreed that within thirty (30) days of completion of the construction of the Southern Sewer System, an itemized list of the actual costs shall be submitted to C1 for approval and, upon approval and certification by the City shall be appended hereto as Exhibit E (the "*Final Project Costs*").

Section 2. Benefitted Properties. Each Benefitted Property is eligible to connect to Southern Sewer System upon satisfaction of the conditions hereinafter set forth. Any time any one of the Benefitted Properties is subdivided into two or more parcels, all of such parcels shall be deemed to be added to the list of Benefitted Properties and equitable share of Recapture Costs as

provided in Section 4 shall be revised to reflect each subdivision during the term of this Agreement for purpose of receiving any potential benefit from a connection to the Southern Sewer System.

Section 3. Condition Precedent to Connection. A Benefitted Property shall not be eligible to connect to the Sewer Service System unless the Owner has either annexed to the City or entered into a pre-annexation agreement with the City.

Section 4. Recapture Cost Allocation. The City has established the percentage of the equitable share of the Recapture Costs to be allocated to each Benefitted Property as listed on *Exhibit F*. The proportionate share of the cost of the Southern Sewer System to be allocated to a Benefitted Property shall be based upon projected population equivalent (“PE”) for the use to be served, which proportional share shall be adjusted as hereinafter provided in Section 5. Once Final Project Costs are known and certified, a cost per PE shall be established and referred to herein as the *Recapture Allocation*. For purposes of this Agreement, and based on standard engineering practices, one PE shall be equal to 100 gallons of water per person per day.

Section 5. Recalculation of Recapture Costs. The percentage of equitable Recapture Costs to be allocated to each of the Benefitted Properties shall be recalculated and reduced by fifty percent (50%) upon the first to occur: (i) passage of ten (10) years from the date of submission of the Final Project Costs to C1 for approval; or, (ii) receipt of an amount equal to fifty percent (50%) of the Final Project Costs from the utility tax reimbursement to C1 as allocated pursuant to that certain Utility Infrastructure Agreement by and between the City and C1 dated _____, 2024 (the “*Utility Infrastructure Agreement*”), provided however, in the event the remaining Recapture Costs due to C1 are less than the amount due from the owner of a Benefitted Property, the amount due shall be reduced to the final amount remaining and due to the C1

Section 6. Collection of Recapture Costs. The City shall assess against a Benefitted Property, or any portion thereof, the Recapture Costs as allocated to such Benefitted Property. At such time as a Benefitted Property owner applies to the City for issuance of a permit for connection to the Southern Sewer System, the City shall:

- (i) collect from such Benefitted Owner, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Property, as may be recalculated pursuant to Section 5;
- (ii) waive the applicable Recapture Costs owed by the owner of such Benefitted Property and pay said Recapture Costs to C1: or
- (iii) waive the applicable Recapture Costs in the event the owner of the Benefitted Property does not connect to the Sewer Service.

No Benefitted Property shall be issued a connection permit to the Southern Sewer System until such Benefitted Property has fully paid the allocated Recapture Cost owed by such Benefitted Property to the City or the City has waived the owner's obligation to pay the allocated Recapture Costs and paid such Recapture Costs to C1. Immediately upon receipt of allocated Recapture Costs by the City, the City shall send the same to C1.

Section 7. Obligation of the City. Upon annexation of any Benefitted Property to the City, its officers, employees and agents shall make all reasonable efforts to collect the Recapture Costs as calculated, with any adjustments or recalculations made pursuant to Section 5, for each Benefitted Property payable to the City.

Section 8. City's Collection of other Fees and Charges. Nothing contained in this Agreement shall limit or in any way affect the rights of the City to collect other fees and charges pursuant to City ordinances, resolutions, motions and policies. The Recapture Items provided for herein for each Benefitted Property is in addition to such other City fees and charges.

Section 9. Term. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date C1 certifies the Final Project Costs as provided in Section 1 (the "Term"), unless sooner terminated. In the event no portion of a Benefitted Property and no connection permit as aforesaid is issued by the City for such Benefitted Property within twenty (20) years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Property, shall become null and void and of no further force and effect as to such Benefitted Property. Notwithstanding the Term of this Agreement, upon receipt by C1 of payment of the certified Final Project Costs, whether from the owners of any of the Benefitted Properties or through the reimbursement of utility tax as provided in the Utility Infrastructure Agreement, this Recapture Agreement shall immediately terminate and all rights of recapture of Final Project Costs on the part of C1 shall cease.

Section 10. Lien. This Agreement shall be recorded against the Properties upon completion of the Southern Sewer System and acceptance by the City and attaching *Exhibit E* with the actual costs of the Southern Sewer System. The recordation by the City of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Property, and each subdivided lot hereafter contained therein, in the amount of the Recapture Items, plus interest, applicable hereunder to such Benefitted Property.

Section 11. Miscellaneous Provisions.

A. Agreement: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the owner of a Benefitted Property.

C. Enforcement: Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement. Failure of either party to this to insist upon the strict and prompt performance of the terms covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a wavier or relinquishment of the party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained

D. Recordation: A true and correct copy of this Agreement shall be recorded with the Kendall County Recorder's office by the County at its sole cost. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery or receipt of overnight delivery , or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to City

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to:

Kathleen Field Orr
Kathleen Field Orr & Associates
40 Terrace Colony
Olympia Fields, Illinois 60461

If to C1:

It to C1:

C1 Yorkville LLC
2850 N. Harwood Street
Suite 2200
Dallas, Texas 75201
Attention: Nicholas Papadimitriou

With a copy to:

With a copy to:

Mayer Brown LLP
1999 K Street NW
Washington, DC 20006
Attention: Emily G. Naughton
Email:

Email: npapadimitriou@cyrusone.com

enaughton@mayerbrown.com

With a copy to:

Russell G. Whitaker, III
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Telephone 630-355-4600
Fax 630-352-3610
Email: russ@rw-attorneys.com

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

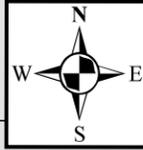
I. Recitals and Attachments: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

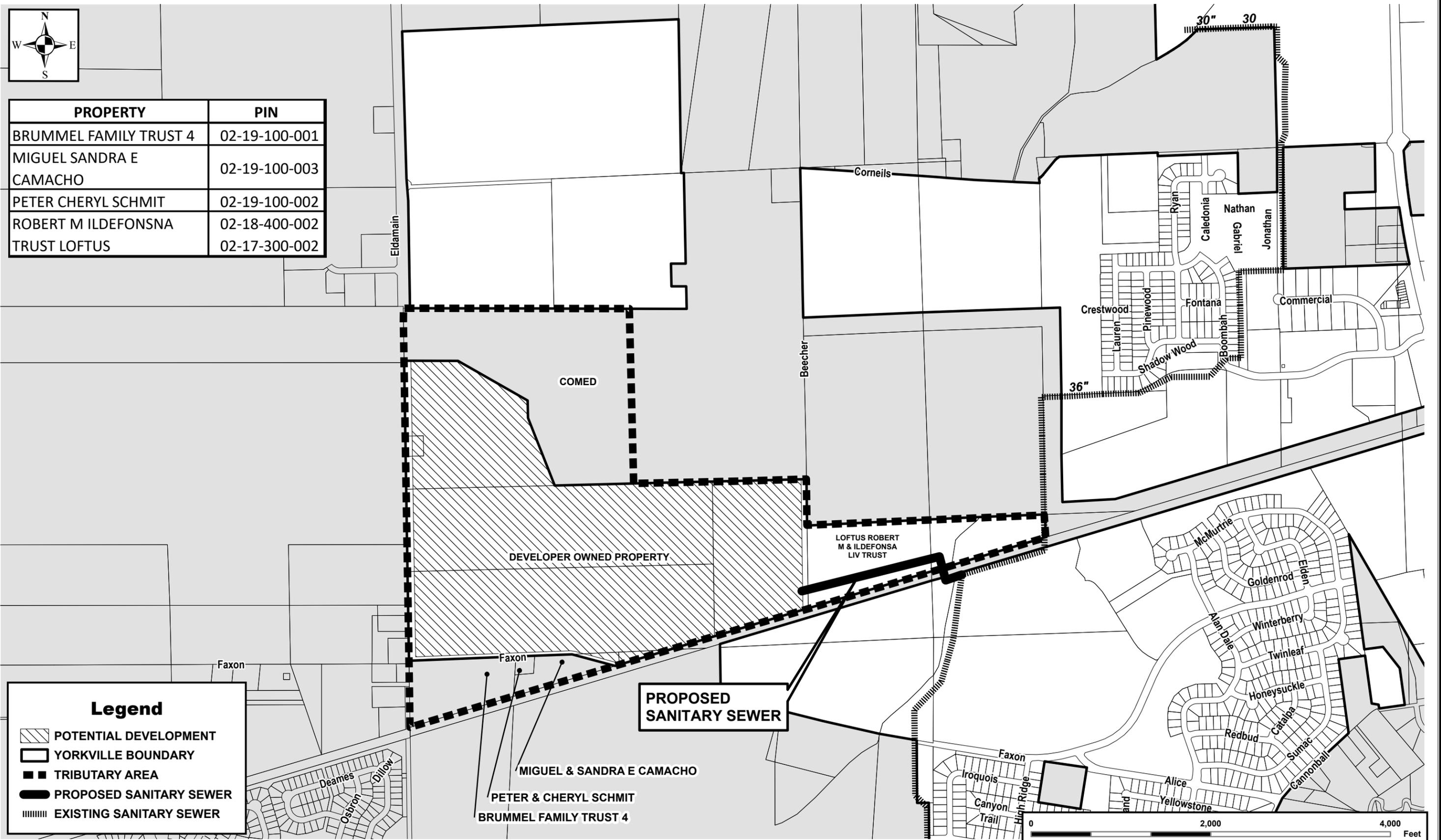
[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

SOUTHERN SEWER SYSTEM DEPICTION

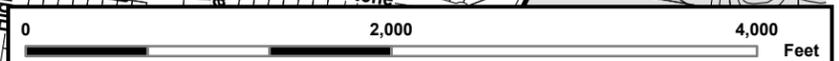


PROPERTY	PIN
BRUMMEL FAMILY TRUST 4	02-19-100-001
MIGUEL SANDRA E CAMACHO	02-19-100-003
PETER CHERYL SCHMIT	02-19-100-002
ROBERT M ILDEFONSA TRUST LOFTUS	02-18-400-002
	02-17-300-002



Legend

- POTENTIAL DEVELOPMENT
- YORKVILLE BOUNDARY
- TRIBUTARY AREA
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER



NO.	DATE	REVISIONS

DATE:	JULY 2024
PROJECT NO.:	YO2426
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	Exhibit A Southern Sanitary Sewer

EXHIBIT "B"

LEGALLY DESCRIBED BENEFITTED PROPERTIES

Exhibit B

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY BEING IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE NORTH LINE OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 19 AFORESAID, 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES, 35 MINUTES, 0 SECONDS EAST 0.55 CHAINS TO THE SOUTH RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 35 MINUTES, 0 SECONDS WEST TO THE CENTER LINE OF THE BRISTOL AND PLANO ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CENTER OF ROB ROY CREEK; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SECTION 19; THENCE NORTH ALONG SAID EAST LINE 6.44 CHAINS TO THE SOUTHWEST CORNER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 2.30 CHAINS; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17 WHICH IS 5.50 CHAINS EAST OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17 AND ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER QUARTER TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Loftus 02-18-400-005, (pt) 02-17-300-002

Exhibit B

A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS WEST 748.70 FEET (REC = 748.44 FEET) ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE NORTH 74 DEGREES 19 MINUTES 25 SECONDS EAST (REC = NORTH 67 DEGREES 10 MINUTES EAST) 1201.86 FEET ALONG THE NORTH LINE OF SAID RAILROAD LAND; THENCE NORTH 04 DEGREES 21 MINUTES 46 SECONDS EAST (REC = NORTH 4 DEGREES 40 MINUTES WEST) TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 35 MINUTES 12 SECONDS WEST 1191.98 FEET (REC = 1191.96 FEET), ALONG SAID NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING. SITUATED IN THE TOWNSHIP OF BRISTOL KENDALL COUNTY, ILLINOIS.

Brummel 02-19-100-001

STATE OF ILLINOIS

} SS.

DOCUMENT#

COUNTY OF KENDALL

DANIEL J. KRAMER

, being duly sworn on oath, states that

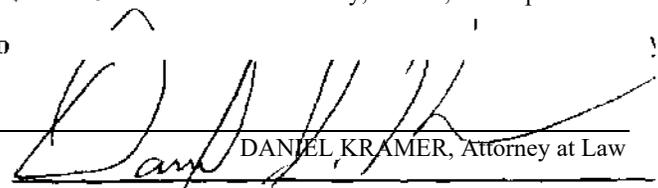
1107A S3 Bridge Street, Yorkville, IL 60560
resides at _____ That the
attached deed represents:

1. jA distinct separate parcel on record prior to July 17,1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10,1971.
3. The division or subdivision of 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 or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. The conveyance is made to correct 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 makes this affidavit for the purpose of ipducidg the R\$corde/5f De's o/ Kendall County, Illinois, to accept the attached deed for recording.

D



DANIEL J. KRAMER, Attorney at Law

DANIEL J.

SUBSCRIBED AND SWORN to before me

Notary Public



Exhibit B

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 18.06 CHAINS EAST OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST ALONG SAID NORTH LINE 9.33 CHAINS, THENCE SOUTH 80 DEGREES 30 MINUTES 0 SECONDS EAST, 7.80 CHAINS TO THE NORTHERLY TINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY, THENCE 67 DEGREES 10 MINUTES 0 SECONDS WEST, 17.97 CHAINS ALONG SAID NORTHERLY LINE TO A POINT 18.21 CHAINS EAST OF THE WEST LINE OF SAID SECTION (MEASURED ALONG SAID NORTHERLY LINE), THENCE NORTH 2 DEGREES 45 MINUTES 0 SECONDS WEST 6.86 CHAINS TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 18.06 CHAINS FOR THE POINT OF BEGINNING, THENCE EAST ALONG SAID NORTH LINE 208.75 FEET, THENCE SOUTH 02 DEGREES 45 MINUTES 0 SECONDS EAST 208.75 FEET, THENCE WEST PARALLEL WITH SAID NORTH LINE 208.75 FEET, THENCE NORTH 02 DEGREES 45 MINUTES 0 SECONDS WEST 208.71 FEET TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Camacho 02-19-100-003

Exhibit B

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 18.06 CHAINS FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE 208.75 FEET; THENCE SOUTH 02 DEGREES 45 MINUTES EAST 208.75 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE 208.75 FEET; THENCE NORTH 02 DEGREES 45 MINUTES WEST 208.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Schmidt 02-19-100-002

EXHIBIT "C"

PACREL NUMBERS OF BENEFITTED PROPERTIES

Pin List – Southern Sanitary Sewer Connection

02-19-100-001	BRUMMEL
02-19-100-003	CAMACHO
02-19-100-002	SCHMIT
02-18-400-002	LOFTUS
02-17-300-002	

EXHIBIT "D"

RECAPTURE COSTS

PRELIMINARY COST ESTIMATE

JOB NO:	YO2216-DR
DESIGNED:	KDW
DATE:	June 17, 2024
PROJECT TITLE:	SOUTHERN SANITARY SEWER CONNECTION

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	STABILIZED CONSTRUCTION ENTRANCE	EACH	2	\$ 3,000.00	\$ 6,000.00
2	TREE REMOVAL	LSUM	1	\$ 3,000.00	\$ 3,000.00
3	PERIMETER EROSION BARRIER	FOOT	2,800	\$ 3.00	\$ 8,400.00
4	TOPSOIL STRIP, STOCKPILE & REPLACEMENT	LSUM	1	\$ 20,000.00	\$ 20,000.00
5	FOUNDATION MATERIAL	CUYD	65	\$ 50.00	\$ 3,250.00
6	SELECT GRANULAR BACKFILL	CUYD	70	\$ 60.00	\$ 4,200.00
7	FIELD TILE REPLACEMENT	FOOT	50	\$ 125.00	\$ 6,250.00
8	TYPE A SANITARY MANHOLE 4' DIAMETER, TYPE 1 FR & CL	EACH	6	\$ 10,000.00	\$ 60,000.00
9	SEWER CONSTRUCTION-PIPE SEWERS, 15-INCH, PVC SDR-26	FOOT	1,790	\$ 250.00	\$ 447,500.00
10	SEWER CONSTRUCTION-PIPE SEWERS, 15-INCH, PVC CERTA-LOK	FOOT	110	\$ 260.00	\$ 28,600.00
11	BORE AND JACK 24" STEEL CASING PIPE (SANITARY SEWER NOT INCLUDED)	FOOT	110	\$ 800.00	\$ 88,000.00
12	CONNECT TO EXISTING SANITARY MANHOLE	EACH	1	\$ 10,000.00	\$ 10,000.00
13	DEFLECTION TESTING SANITARY SEWER	FOOT	1,900	\$ 5.00	\$ 9,500.00
14	TELEVISIONING SANITARY SEWER	FOOT	1,900	\$ 5.00	\$ 9,500.00
15	SANITARY MANHOLE VACUUM TESTING	EACH	6	\$ 500.00	\$ 3,000.00
16	PRESSURE TESTING SANITARY SEWER	FOOT	1,900	\$ 5.00	\$ 9,500.00
17	HMA PAVEMENT REMOVAL AND REPLACEMENT	SQYD	20	\$ 100.00	\$ 2,000.00
18	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TONS	50	\$ 70.00	\$ 3,500.00
19	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 30,000.00	\$ 30,000.00

SUBTOTAL	\$	752,200.00
CONTINGENCY (20%)	\$	150,000.00
TOTAL	\$	902,200.00
CONSTRUCTION ENGINEERING	\$	105,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,007,200.00

NOTES:

- OPEN CUT ROB ROY CREEK
- FOUNDATION MATERIAL + NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL ARE ASSUMED QUANTITIES



EXHIBIT "E"

FINAL PROJECT COSTS

EXHIBIT "F"

RECAPTURE COSTS ALLOCATED TO EACH BENEFITTED PROPERTY

Project: Southern Sanitary Sewer Connection

Total Estimated Cost: \$ 1,102,707.00

Total Estimated Oversizing Cost (12" to 15"): \$ 95,000.00

<u>Tributary Properties:</u>	<u>Acres</u>	<u>% Contribution</u>	<u>Potential Recapture</u>
Cyrus One	228	79.7%	-
Brummel	15	5.2%	\$ 4,980.78
Schmit	1	0.3%	\$ 332.05
Camacho	6	2.1%	\$ 1,992.31
Loftus	28	9.8%	\$ 9,297.45
Comed	0	0.0%	\$ -
Papendick	8.1	2.8%	\$ 2,689.62
Total	286.1	100.0%	\$ 19,292.21

WATER LOOP SYSTEM RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("*Agreement*"), is made and entered as of the ____ day of _____, 2024 ("Effective Date"), by and between the United City of Yorkville, Kendall County, Illinois (the "City") and C1 Yorkville, LLC, a Delaware limited liability ("C1").

RECITALS:

A. The City has agreed to construct and C1 has agreed to pay all expenses to design and construct all mains, devices and any other equipment and appurtenances thereto required in connection with the water loop extension of the City's water system (the "*Water Loop System*"), as depicted on *Exhibit A* and serving the area legally described on *Exhibit B* both Exhibits being attached hereto, including all costs incurred by the City to acquire all required permanent easements and temporary constructions easements.

B. C1 desires to recapture its costs to design and construct the Water Loop System including all required permanent and temporary easements to provide water service from the City to properties along the route as depicted and legally described on *Exhibit A* and as identified by parcel numbers on *Exhibit C* attached hereto (the "*Benefitted Properties*").

C. C1 is desirous of entering into this Agreement to provide for the fair and allocable recapture from owners of the Benefitted Properties of a proportion of their costs to provide the Benefitted Properties with the Water Loop System, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

Section 1. Recapture Costs. An estimate of the costs to construct the extension of the Water Loop System is set forth on *Exhibit D* attached hereto (the "*Recapture Costs*"). It is understood and agreed that within thirty (30) days of completion of the construction of the Water Loop System, an itemized list of the actual costs shall be submitted to C1 for approval and, upon approval and certification by the City shall be appended hereto as *Exhibit E* (the "*Final Project Costs*").

Section 2. Benefitted Properties. Each Benefitted Property is eligible to connect to Water Loop System upon satisfaction of the conditions hereinafter set forth. Any time any one of the Benefitted Properties is subdivided into two or more parcels, all of such parcels shall be deemed to be added to the list of Benefitted Properties and equitable share of Recapture Costs as provided

in Section 4 shall be revised to reflect each subdivision during the term of this Agreement for purpose of receiving any potential benefit from a connection to the Water Loop System.

Section 3. Condition Precedent to Connection. A Benefitted Property shall not be eligible to connect to the Water Loop System unless the Owner has either annexed to the City or entered into a pre-annexation agreement with the City.

Section 4. Recapture Cost Allocation. The City has established the percentage of the equitable share of the Recapture Costs to be allocated to each Benefitted Property as listed on **Exhibit F**. The proportionate share of the cost of the Water Loop System to be allocated to a Benefitted Property shall be based upon linear frontage of the property relative to the Water Loop System for the use to be served, which proportional share shall be adjusted as hereinafter provided in Section 5.

Section 5. Recalculation of Recapture Costs. The percentage of equitable Recapture Costs to be allocated to each of the Benefitted Properties shall be recalculated and reduced by fifty percent (50%) upon the first to occur: (i) passage of ten (10) years from the date of submission of the Final Project Costs to C1 for approval; or, (ii) receipt of an amount equal to fifty percent (50%) of the Final Project Costs from the utility tax reimbursement to C1 as allocated pursuant to that certain Utility Infrastructure Agreement by and between the City and C1 dated _____, 2024 (the “*Utility Infrastructure Agreement*”), provided however, in the event the remaining Recapture Costs due to C1 are less than the amount due from the owner of a Benefitted Property, the amount due shall be reduced to the final amount remaining and due to the C1.

Section 6. Collection of Recapture Costs. The City shall assess against a Benefitted Property, or any portion thereof, the Recapture Costs as allocated to such Benefitted Property. At such time as a Benefitted Property owner applies to the City for issuance of a permit for connection to the Water Loop System, the City shall:

- (i) collect from such Benefitted Owner, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Property, as may be recalculated pursuant to Section 5;
- (ii) waive the applicable Recapture Costs owed by the owner of such Benefitted Property and pay said Recapture Costs to C1: or
- (iii) waive the applicable Recapture Costs in the event the owner of the Benefitted Property does not connect to the Water Service.

No Benefitted Property shall be issued a connection permit to the Water Loop System until such Benefitted Property has fully paid the allocated Recapture Cost owed by such Benefitted Property to the City or until the City has waived the owner’s obligation to pay the allocated Recapture Costs

and the City has paid Recapture Costs to C1. Immediately upon receipt of allocated Recapture Costs by the City, the City shall send the same to C1.

Section 7. Obligation of the City. Upon annexation of any Benefitted Property to the City, its officers, employees and agents shall make all reasonable efforts to collect the Recapture Costs as calculated, with any adjustments or recalculations made pursuant to Section 5, for each Benefitted Property payable to the City.

Section 8. City's Collection of other Fees and Charges. Nothing contained in this Agreement shall limit or in any way affect the rights of the City to collect other fees and charges pursuant to City ordinances, resolutions, motions and policies. The Recapture Items provided for herein for each Benefitted Property is in addition to such other City fees and charges.

Section 9. Term. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date C1 certifies the Final Project Costs as provided in Section 1 (the "Term"), unless sooner terminated. In the event no portion of a Benefitted Property and no connection permit as aforesaid is issued by the City for such Benefitted Property within twenty (20) years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Property, shall become null and void and of no further force and effect as to such Benefitted Property. Notwithstanding the Term of this Agreement, upon receipt by C1 of payment of the certified Final Project Costs, whether from the owners of any of the Benefitted Properties or through the reimbursement of utility tax as provided in the Utility Infrastructure Agreement, this Recapture Agreement shall immediately terminate and all rights of recapture of Final Project Costs on the part of C1 shall cease.

Section 10. Lien. This Agreement shall be recorded against the Properties upon completion of the Water Loop System and acceptance by the City and attaching *Exhibit E* with the actual costs of the Water Loop System. The recordation by the City of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Property, and each subdivided lot hereafter contained therein, in the amount of the Recapture Items, plus interest, applicable hereunder to such Benefitted Property.

Section 11. Miscellaneous Provisions.

A. Agreement: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the owner of a Benefitted Property.

C. Enforcement: Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement. Failure of either party to this to insist upon the strict and prompt performance of the terms covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a wavier or relinquishment of the party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

D. Recording: A true and correct copy of this Agreement shall be recorded with the Kendall County Recorder's office by the County at its sole cost. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery or receipt of overnight delivery, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to City:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to:

Kathleen Field Orr
Kathleen Field Orr & Associates
40 Terrace Colony
Olympia Fields, Illinois 60461

It to C1:

C1 Yorkville LLC
2850 N. Harwood Street
Suite 2200
Dallas, Texas 75201
Attention: Nicholas Papadimitriou
Email: npapadimitriou@cyrusone.com

With a copy to:

Mayer Brown LLP
1999 K Street NW
Washington, DC 20006
Attention: Emily G. Naughton
Email: enaughton@mayerbrown.com

With a copy to:

Russell G. Whitaker, III
445 Jackson Avenue, Suite 200
Naperville, Illinois 60540
Telephone 630-355-4600

Fax 630-352-3610

Email: russ@rw-attorneys.com

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Attachments: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

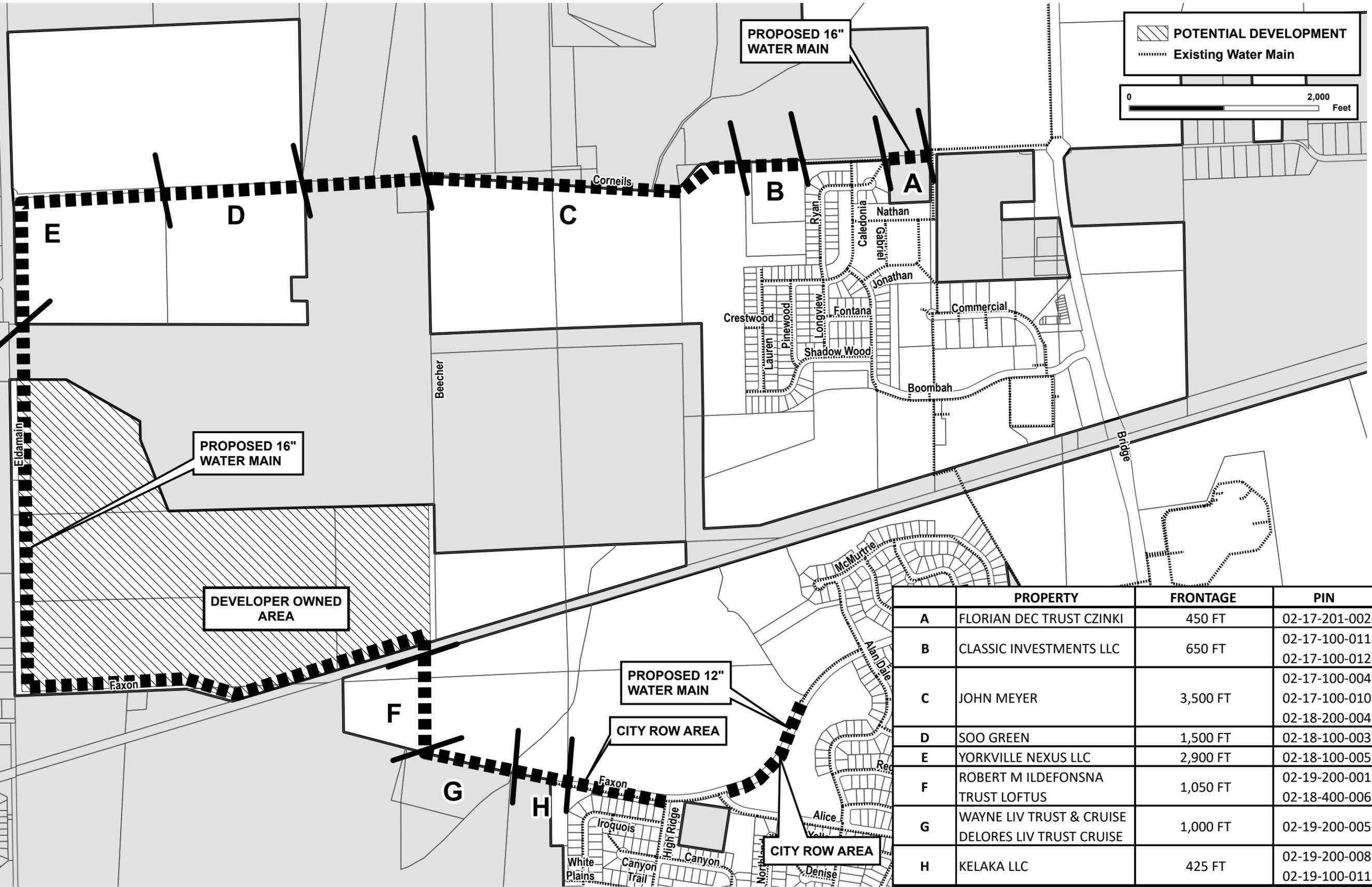
EXHIBIT "A"

LOOP WATER SYSTEM DEPICTION



POTENTIAL DEVELOPMENT
 Existing Water Main

0 2,000 Feet



	PROPERTY	FRONTAGE	PIN
A	FLORIAN DEC TRUST CZINKI	450 FT	02-17-201-002
B	CLASSIC INVESTMENTS LLC	650 FT	02-17-100-011 02-17-100-012
C	JOHN MEYER	3,500 FT	02-17-100-004 02-17-100-010 02-18-200-004
D	SOO GREEN	1,500 FT	02-18-100-003
E	YORKVILLE NEXUS LLC	2,900 FT	02-18-100-005
F	ROBERT M ILDEFONSA TRUST LOFTUS	1,050 FT	02-19-200-001 02-18-400-006
G	WAYNE LIV TRUST & CRUISE DELORES LIV TRUST CRUISE	1,000 FT	02-19-200-005
H	KELAKA LLC	425 FT	02-19-200-008 02-19-100-011

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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE: JULY 2024
 PROJECT NO.: YO2426
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\
 FILE: Exhibit A Southern Sanitary Sewer

ELDAMAIN WATER MAIN LOOP
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**EXHIBIT A
 POTENTIAL RECAPTURE**

EXHIBIT "B"

LEGALLY DESCRIBED BENEFITTED PROPERTIES

Exhibit B

THAT PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE NORTH EAST QUARTER OF SAID SECTION 17; THENCE EASTERLY, ALONG THE NORTH LINE OF THE NORTH EAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTH EAST CORNER OF THE WEST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES, 25 MINUTES, 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTH EAST QUARTER OF SAID SECTION 17, AT AN ANGLE 91 DEGREES, 34 MINUTES, 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES, 25 MINUTES, 57 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Czinki 02-17-201-002

Exhibit B

THE NORTH 990.79 FEET OF THE EAST 630.00 FEET (AS MEASURED ALONG THE NORTH AND EAST LINES) OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Classic Investments 02-17-100-012 & 02-17-100-011

Exhibit B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17 AND THE EAST $\frac{1}{2}$ OF THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID EAST $\frac{1}{2}$ OF THE NORTHEAST QUARTER OF SECTION 18, THENCE SOUTH 0 DEGREES, 22 MINUTES, 35 SECONDS EAST ALONG THE WEST LINE OF SAID EAST $\frac{1}{2}$ OF THE NORTHEAST QUARTER 1668.70 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED FEBRUARY 28, 1972 AS DOCUMENT 72-892, THENCE NORTH 88 DEGREES, 22 MINUTES, 03 SECONDS EAST ALONG SAID NORTH LINE, 2865.87 FEET TO THE NORTHEAST CORNER OF SAID THE COMMONWEALTH EDISON COMPANY PROPERTY, THENCE SOUTH 00 DEGREES, 22 MINUTES, 56 SECONDS EAST ALONG THE EAST LINE OF SAID THE COMMONWEALTH EDISON COMPANY PROPERTY, 975.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17, THENCE NORTH 88 DEGREES, 20 MINUTES, 43 SECONDS EAST ALONG SAID SOUTH LINE 458.62 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 17, THENCE NORTH 00 DEGREES, 23 MINUTES, 10 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHWEST QUARTER, 1543.12 FEET, THENCE NORTH 88 DEGREES, 07 MINUTES, 57 SECONDS EAST 663.59 FEET, MORE OR LESS, TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 17, THENCE NORTH 00 DEGREES, 23 MINUTES, 23 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 1104.36 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17, THENCE SOUTH 87 DEGREES, 58 MINUTES, 50 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 17, 1353.09 FEET, THENCE SOUTH 7 DEGREES, 53 MINUTES, 22 SECONDS EAST 291.72 FEET TO A POINT ON THE PROLONGATION SOUTHEASTERLY OF THE CENTER LINE OF CORNEILS ROAD, THENCE NORTH 85 DEGREES, 28 MINUTES, 45 SECONDS WEST ALONG SAID PROLONGATION AND SAID CENTER LINE OF CORNEILS ROAD, 2681.33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH 88 DEGREES, 28 MINUTES, 22 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1091.77 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 88 DEGREES, 28 MINUTES, 22 SECONDS WEST ALONG SAID NORTH LINE 261.32 FEET, THENCE SOUTH 07 DEGREES, 23 MINUTES, 50 SECONDS EAST, 291.32 FEET, THENCE NORTH 37 DEGREES, 05

MINUTES, 47 SECONDS EAST, 370.92 FEET TO THE POINT OF BEGINNING), IN
THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,

AND ALSO EXCEPTING THEREFROM

THE NORTH 990.79 FEET OF THE EAST 630.00 FEET (AS MEASURED ALONG THE
NORTH AND EAST LINES) OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL
IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Meyer

02-17-100-010, 02-17-100-004, 02-18-200-004

Exhibit B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 25 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1643.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, 1477.01 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 926.62 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST, 163.69 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 52 SECONDS EAST, 252.72 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 164.12 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG SAID EAST LINE, 249.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST 1477.90 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST 1388.90 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

SOO Green 02-18-100-003

Exhibit B

THAT PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES 25 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 1643.82 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST 1385.95 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST, 1644.76 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, 1644.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 1339.30 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS EXCEPTING FROM SAID PARCEL FIVE THAT PART CONVEYED TO KENDALL COUNTY, ILLINOIS HIGHWAY DEPARTMENT BY INSTRUMENT RECORDED AS DOCUMENT 201300009343 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 87 DEGREES 30 MINUTES 43 SECONDS EAST 73.98 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 02 DEGREES 29 MINUTES 17 SECONDS EAST 40.00 FEET TO A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY OF CORNEILS ROAD AND EASTERLY OF EXISTING RIGHT OF WAY OF COUNTY HIGHWAY 7, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 30 MINUTES 43 SECONDS EAST 21.27 FEET ALONG THE SOUTHERLY EXISTING RIGHT OF WAY OF CORNEILS ROAD; THENCE SOUTH 43 DEGREES 10 MINUTES 54 SECONDS WEST 30.54 FEET TO THE EASTERLY EXISTING RIGHT OF WAY OF COUNTY HIGHWAY 7; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS WEST 21.35 FEET ALONG THE EASTERLY EXISTING RIGHT OF WAY OF COUNTY HIGHWAY 7 TO THE POINT OF BEGINNING.

Yorkville Nexus 02-18-100-005

Exhibit B

ONLY THAT PART FALLING IN SECTIONS 18 AND 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTHERN RIGHT OF WAY OF RAILROAD RIGHT OF WAY AS DESCRIBED IN THE FOLLOWING PARCEL: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17; PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF SECTION 19 AFORESAID, 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES, 35 MINUTES, 0 SECONDS EAST 0.55 CHAINS TO THE SOUTH RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 35 MINUTES, 0 SECONDS WEST TO THE CENTER LINE OF THE BRISTOL AND PLANO ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CENTER OF ROB ROY CREEK; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SECTION 19; THENCE NORTH ALONG SAID EAST LINE 6.44 CHAINS TO THE SOUTHWEST CORNER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 2.30 CHAINS: THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 WHICH IS 5.50 CHAINS EAST OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER QUARTER OF THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY AND EXCEPT ANY PART LYING NORTHERLY THEREOF) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Loftus 02-18-400-006, 02-19-200-001

Exhibit B

THAT PART OF THE NORTH EAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 0 DEGREES, 46 MINUTES, 07 SECONDS EAST ALONG THE QUARTER SECTION LINE, 257.40 FEET; THENCE NORTH 83 DEGREES, 55 MINUTES, 03 SECONDS WEST, 120.00 FEET; THENCE NORTH 22 DEGREES, 13 MINUTES, 31 SECONDS EAST, 296.51 FEET; THENCE NORTH 46 DEGREES, 38 MINUTES, 37 SECONDS EAST, 788.19 FEET; THENCE NORTH 68 DEGREES, 41 MINUTES, 58 SECONDS EAST, 598.45 FEET; THENCE NORTH 45 DEGREES, 58 MINUTES, 23 SECONDS EAST, 375.55 FEET; THENCE NORTH 48 DEGREES, 02 MINUTES, 41 SECONDS EAST, 242.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES, 12 MINUTES, 10 SECONDS EAST, 692.93 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 79 DEGREES, 19 MINUTES, 23 SECONDS WEST, ALONG SAID CENTERLINE 184.02 FEET; THENCE NORTH 76 DEGREES, 33 MINUTES, 23 SECONDS WEST ALONG SAID CENTERLINE 630.71 FEET; THENCE NORTH 74 DEGREES, 54 MINUTES, 09 SECONDS WEST ALONG SAID CENTERLINE 350.00 FEET; THENCE SOUTH 13 DEGREES, 26 MINUTES, 37 SECONDS WEST, 576.50 FEET; THENCE SOUTH 76 DEGREES, 33 MINUTES, 23 SECONDS EAST, 769.31 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 46 MINUTES 07 SECONDS EAST ALONG THE QUARTER SECTION LINE, 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.0 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 31 SECONDS EAST, 296.51 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 37 SECONDS EAST, 788.19 FEET; THENCE NORTH 68 DEGREES 41 MINUTES 58 SECONDS EAST, 598.45 FEET; THENCE NORTH 45 DEGREES 58 MINUTES 23 SECONDS EAST, 375.65 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 41 SECONDS EAST,

242.00 FEET; THENCE NORTH 48 DEGREES 12 MINUTES 10 SECONDS EAST, 692.93 FEET TO A POINT IN THE CENTER LINE OF FAXON ROAD; THENCE NORTH 79 DEGREES 19 MINUTES 23 SECONDS WEST ALONG SAID CENTER LINE, 184.02 FEET; THENCE NORTH 76 DEGREES 33 MINUTES 23 SECONDS WEST ALONG SAID CENTER LINE, 630.71 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST ALONG SAID

FAXON ROAD CENTER LINE, 327.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST ALONG SAID CENTER LINE 23.0 FEET; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 570.50 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 96.37 FEET TO A LINE DRAWN SOUTH 06 DEGREES 06 MINUTES 20 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 06 DEGREES 06 MINUTES 20 SECONDS EAST, 574.54 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Cruise 02-19-200-005

Exhibit B

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY BEING IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 0 DEGREES, 39 MINUTES, 04 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 147.18 FEET; THENCE SOUTH 82 DEGREES, 38 MINUTES, 28 SECONDS EAST, 1885.72 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 82 DEGREES, 38 MINUTES, 28 SECONDS WEST, 1885.72 FEET TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH 81 DEGREES, 25 MINUTES, 39 SECONDS WEST, 839.38 FEET TO A LINE DRAWN NORTH 88 DEGREES, 28 MINUTES, 32 SECONDS EAST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES, 28 MINUTES, 32 SECONDS WEST, 1826.22 FEET TO THE CENTER OF SAID SECTION 19; THENCE SOUTH 0 DEGREES, 45 MINUTES, 07 SECONDS EAST ALONG THE QUARTER SECTION LINE, 257.40 FEET; THENCE NORTH 83 DEGREES, 55 MINUTES, 03 SECONDS WEST, 1944.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, WHICH IS 1930.58 FEET SOUTH 88 DEGREES, 28 MINUTES, 32 SECONDS WEST FROM THE CENTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES, 28 MINUTES, 32 SECONDS WEST ALONG SAID NORTH LINE. 204.60 FEET; THENCE NORTH 3 DEGREES, 24 MINUTES, 35 SECOND EAST 2079.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A BEARING OF NORTH 73 DEGREES, 57 MINUTES, 26 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2417.61 FEET; THENCE SOUTH 0 DEGREES, 41 MINUTES, 37 SECONDS WEST 565.44 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 74 DEGREES, 54 MINUTES, 09 SECONDS EAST, ALONG SAID CENTER LINE 1028.97 FEET; THENCE SOUTH 76 DEGREES, 33 MINUTES, 23 SECONDS EAST, ALONG SAID CENTERLINE 630.71 FEET; THENCE SOUTH 79 DEGREES, 19 MINUTES, 23 SECONDS EAST ALONG SAID CENTERLINE 904.87 FEET; THENCE SOUTH 80 DEGREES, 15 MINUTES, 53 SECONDS EAST ALONG SAID CENTERLINE 765.83 FEET; THENCE SOUTH 80 DEGREES, 27 MINUTES, 23 SECONDS EAST, ALONG SAID CENTER LINE 351.94 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO FRANCIS G. YABSLEY AND PHYLLIS A. YABSLEY, BY DOCUMENT NUMBER 865742, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, KENDALL COUNTY, ILLINOIS; THENCE ALONG THE WEST LINE OF SAID YABSLEY TRACT, SOUTH 09 DEGREES, 32 MINUTES, 37 SECONDS WEST, 460.00 FEET TO THE SOUTHWEST CORNER OF SAID YABSLEY TRACT; THENCE ALONG THE SOUTH LINE OF SAID YABSLEY TRACK, SOUTH 80 DEGREES, 27 MINUTES, 23 SECONDS EAST, 475.00 FEET TO THE SOUTHEAST CORNER OF SAID YABSLEY TRACT; THENCE ALONG THE EAST

LINE OF SAID YABSLEY TRACT, NORTH 09 DEGREES, 32 MINUTES, 37 SECONDS EAST, 460.00 FEET TO THE NORTHEAST CORNER OF SAID YABSLEY TRACT, SAID POINT ALSO BEING IN THE CENTERLINE OF SAID FAXON ROAD; THENCE ALONG SAID CENTERLINE, SOUTH 80 DEGREES, 27 MINUTES, 23 SECONDS EAST, 275.00 FEET; THENCE SOUTH 04 DEGREES, 21 MINUTES, 17 SECONDS WEST, 1549.81 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT THE PART FALLING IN THE FOLLOWING DESCRIBED LAND: THAT PART OF SECTION 19 AND ALSO THAT PART OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 147.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES 38 MINUTES 28 SECONDS EAST, A DISTANCE OF 1885.72 FEET; THENCE NORTH 04 DEGREES 21 MINUTES 17 SECONDS EAST, A DISTANCE OF 1549.81 FEET TO THE CENTERLINE OF FAXON ROAD: THENCE NORTH 80 DEGREES 27 MINUTES 23 SECONDS WEST ALONG THE CENTERLINE OF FAXON ROAD, A DISTANCE OF 275.00 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 37 SECONDS WEST, A DISTANCE OF 460.00 FEET: THENCE NORTH 80 DEGREES 27 MINUTES 23 SECONDS WEST A DISTANCE OF 475.00 FEET; THENCE NORTH 09 DEGREES 32 MINUTES 37 SECONDS EAST, A DISTANCE OF 460.00 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE NORTH 80 DEGREES 27 MINUTES 23 SECONDS WEST ALONG SAID ROAD CENTERLINE, A DISTANCE OF 351.94 FEET; THENCE NORTH 80 DEGREES 15 MINUTES 53 SECONDS WEST, ALONG THE CENTERLINE OF FAXON ROAD, A DISTANCE OF 765.83 FEET; THENCE NORTH 79 DEGREES 19 MINUTES 23 SECONDS WEST, ALONG SAID ROAD CENTERLINE, A DISTANCE OF 332.13 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 698.12 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 971.15 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 39 SECONDS EAST, A DISTANCE OF 50.79 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND EXCEPT THE PART FALLING IN THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE QUARTER SECTION LINE, 257.40 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 03 SECONDS WEST, 120.0 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 31 SECONDS EAST, 296.51 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 37 SECONDS EAST 788.19 FEET; THENCE NORTH 68 DEGREES 41 MINUTES 58 SECONDS

EAST, 390.87 FEET FOR A POINT OF BEGINNING; THENCE NORTH 68 DEGREES 41 MINUTES 58 SECONDS EAST, 207.58 FEET; THENCE NORTH 45 DEGREES 58 MINUTES 23 SECONDS EAST, 375.65 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 41 SECONDS EAST, 242.00 FEET; THENCE NORTH 48 DEGREES 12 MINUTES 10 SECONDS EAST, 692.93 FEET TO A POINT IN THE CENTER LINE OF FAXON ROAD; THENCE NORTH 79 DEGREES 19 MINUTES 23 SECONDS WEST ALONG SAID CENTER LINE, 184.02 FEET; THENCE NORTH 76 DEGREES 33 MINUTES 23 SECONDS WEST ALONG SAID CENTER LINE, 630.71 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST ALONG SAID FAXON ROAD CENTER LINE, 327.00 FEET; THENCE SOUTH 06 DEGREES 6 MINUTES 20 SECONDS WEST, 574.54 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 56 SECONDS EAST, 654.81 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO WAYNE AND DELORES CRUISE BY A TRUSTEE'S DEED RECORDED JUNE 4, 1990 AS DOCUMENT NO. 903549 IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND EXCEPT THE PART IN THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NE QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 19, THENCE SOUTH 0 DEGREES 46 MINUTES 07 SECONDS EAST ALONG THE QUARTER SECTION LINE, 257.40 FEET; THENCE NORTH 63 DEGREES 66 MINUTES 03 SECONDS WEST, 120.00 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 31 SECONDS EAST, 296.61 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 37 SECONDS EAST, 788.19 FEET; THENCE NORTH 68 DEGREES 41 MINUTES 68 SECONDS EAST, 698.46 FEET; THENCE NORTH 45 DEGREES 68 MINUTES 23 SECONDS EAST, 375.65 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 41 SECONDS EAST, 242.00 FOR FOR THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 12 MINUTES 10 SECONDS EAST, 692.93 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 79 DEGREES 19 MINUTES 23 SECONDS WEST ALONG SAID CENTERLINE, 184.02 FEET, THENCE NORTH 76 DEGREES 33 MINUTES 23 SECONDS WEST ALONG SAID CENTERLINE, 630.71 FEET; THENCE NORTH 74 DEGREES 54 MINUTES 09 SECONDS WEST ALONG SAID CENTERLINE, 350.00 FEET; THENCE SOUTH 13 DEGREES 26 MINUTES 37 SECONDS WEST, 670.60 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 23 SECONDS EAST, 759.31 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Kelaka 02-19-200-008 & 02-19-100-011

EXHIBIT "C"

PARCEL NUMBERS OF BENEFITTED PROPERTIES

PIN List Water Main Loop

02-17-201-002	CZINKI
02-17-100-012 & 02-17-100-011	CLASSIC INVESTMENTS
02-17-100-004 & 02-17-100-010 & 02-18-200-004	MEYER
02-18-100-003	SOO GREEN
02-18-100-005	YORKVILLE NEXUS
02-19-200-001 & 02-18-400-006	LOFTUS
02-19-200-005	CRUISE
02-19-200-008 & 02-19-100-011	KELAKA

EXHIBIT "D"

RECAPTURE COSTS

PRELIMINARY COST ESTIMATE

JOB NO:	YO2216-DR
DESIGNED:	KDW
DATE:	June 17, 2024
PROJECT TITLE:	ELDAMAIN WATER MAIN LOOP

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	STABILIZED CONSTRUCTION ENTRANCE	EACH	7	\$ 2,000.00	\$ 14,000.00
2	TREE REMOVAL	L SUM	1	\$ 15,000.00	\$ 15,000.00
3	PERIMETER EROSION BARRIER	FOOT	24,500	\$ 3.00	\$ 73,500.00
4	TOPSOIL STRIP, STOCKPILE & REPLACEMENT	LSUM	1	\$ 80,000.00	\$ 80,000.00
5	WATER MAIN, 12-INCH D.I.P, CLASS 52	FOOT	1,300	\$ 200.00	\$ 260,000.00
6	WATER MAIN, 16-INCH D.I.P, CLASS 52	FOOT	22,500	\$ 215.00	\$ 4,837,500.00
7	WATER MAIN, 16-INCH D.I.P, CLASS 52, DIRECTIONAL DRILL	FOOT	90	\$ 255.00	\$ 22,950.00
8	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	FOOT	230	\$ 750.00	\$ 172,500.00
9	CONNECT TO EXISTING WATER MAIN, 12"	EACH	3	\$ 6,000.00	\$ 18,000.00
10	CONNECT TO EXISTING WATER MAIN, 16"	EACH	3	\$ 10,000.00	\$ 30,000.00
11	BUTTERFLY VALVE, 12-INCH IN 60-INCH VALVE VAULT	EACH	2	\$ 9,000.00	\$ 18,000.00
12	BUTTERFLY VALVE, 16-INCH IN 60-INCH VALVE VAULT	EACH	35	\$ 12,000.00	\$ 420,000.00
13	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	35	\$ 10,000.00	\$ 350,000.00
14	DUCTILE IRON FITTINGS	LBS	10,000	\$ 12.00	\$ 120,000.00
15	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 70,000.00	\$ 70,000.00
16	HMA PAVEMENT REMOVAL AND REPLACEMENT	SQYD	130	\$ 60.00	\$ 7,800.00
17	FENCE REMOVAL AND REPLACEMENT	FOOT	1,700	\$ 60.00	\$ 102,000.00
18	FOUNDATION MATERIAL	CUYD	400	\$ 50.00	\$ 20,000.00
19	FIELD TILE REPLACEMENT	FOOT	100	\$ 125.00	\$ 12,500.00
20	RESTORATION	SQYD	1,200	\$ 18.00	\$ 21,600.00
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TONS	100	\$ 70.00	\$ 7,000.00
22	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	\$ 35,000.00	\$ 35,000.00
23	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 150,000.00	\$ 150,000.00

SUBTOTAL	\$	6,857,350.00
CONTINGENCY (20%)	\$	1,371,000.00
TOTAL	\$	8,228,350.00
CONSTRUCTION ENGINEERING	\$	600,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	8,828,350.00

NOTES:

- FOUNDATION MATERIAL + NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL ARE ASSUMED QUANTITIES



EXHIBIT "E"

FINAL PROJECT COSTS

EXHIBIT "F"

RECAPTURE COSTS ALLOCATED TO EACH BENEFITTED PROPERTY

Project: Eldamain Water Main Loop

Total Estimated Cost: \$9,218,332

Total Estimated Length: 23,800

Estimated Cost per Foot: \$ 387.32

<u>Properties:</u>	<u>Frontage Length</u>	<u>8" Water Main Cost per Foot</u>	<u>Potential Recapture</u>
Florian	450	\$ 150	\$ 67,500
Classic Investments	650	\$ 150	\$ 97,500
Meyer	3500	\$ 150	\$ 525,000
Five H LLC	1500	\$ 150	\$ 225,000
Yorkville Nexus, LLC	2900	\$ 150	\$ 435,000
Loftus	1050	\$ 150	\$ 157,500
Cruise	1000	\$ 150	\$ 150,000
Kelaka	425	\$ 150	\$ 63,750
Total			\$ 1,071,875

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2023-17

ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS, LLC, RELATING TO ENGINEERING SERVICES
FOR INFRASTRUCTURE PROJECTS

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 30th day of May, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on June 6, 2023.

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS, LLC, RELATING TO ENGINEERING SERVICES
FOR INFRASTRUCTURE PROJECTS**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and

WHEREAS, the City has received a concept plan from Yorkville Nexus, LLC an Illinois limited liability company (“*Yorkville Nexus*”) for an industrial development which covers an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”); and,

WHEREAS, the Development Site lacks the necessary infrastructure required to service any such development and Yorkville Nexus has agreed to pay all costs to be incurred by City Engineers in connection with the design of and the potential costs of any water and sewer service to be extended to the Development Site all as set forth in the Memorandum of Understanding (“*MOU*”) attached hereto; and,

WHEREAS, the City is prepared to request the City Engineers to proceed with the preparation of the engineering plans and the estimated costs to provide water and sewer service to the Development Site pursuant to the terms and conditions as set forth in the MOU.

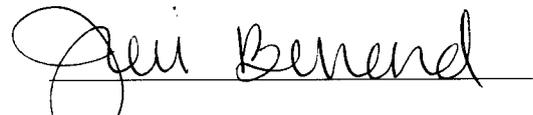
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2: That “The Memorandum of Understanding by and between the United City of Yorkville, Kendall County, Illinois and Yorkville Nexus, LLC” attached hereto and made a part hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 30th day of May, 2023.

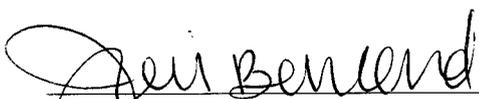

CITY CLERK

KEN KOCH	<u>AYE</u>	DAN TRANSIER	<u>NAY</u>
ARDEN JOE PLOCHER	<u>AYE</u>	CRAIG SOLING	<u>AYE</u>
CHRIS FUNKHOUSER	<u>AYE</u>	MATT MAREK	<u>AYE</u>
SEAVER TARULIS	<u>AYE</u>	RUSTY CORNEILS	<u>AYE</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 5th day of June, 2023.


Mayor

Attest:


City Clerk

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS LLC**

THIS MEMORANDUM OF UNDERSTANDING (the "*Memorandum*"), is made and entered as of the 30th day of May, 2023, by and between the United City of Yorkville, Kendall County, Illinois (the "*City*") and Yorkville Nexus LLC, an Illinois limited liability company ("*Yorkville Nexus*").

RECITALS:

1.1. The City is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 Yorkville Nexus operates an investment company which manages and invests in a company-owned portfolio in different businesses, including the development of industrial and commercial complexes.

1.3 Yorkville Nexus has submitted to the City a concept plan, attached hereto as *Exhibit A* (the "*Concept Plan*"), for an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the "*Development Site*") for the development of six (6) industrial buildings to be constructed in three (3) phases (the "*Project*").

1.4 Yorkville Nexus has acknowledged that the Development Site lacks the necessary infrastructure to service the proposed development and shall require a substantial investment to provide water and sanitary sewer services to the Development Site (collectively, the "*Water/Sewer Infrastructure Project*").

1.5 On August 5, 2022, Yorkville Nexus submitted an application for Economic Incentive/Development Agreement for the Concept Plan and made all required deposits for legal and engineering review. Yorkville Nexus has also informed the City that it is prepared to be responsible for all costs to be incurred by the City to construct the Water/Sewer Infrastructure Project to service the Development Site, including surveying, engineering, legal, and other professional costs related to obtaining the necessary easements to provide water and sanitary sewer service to Development Site, as depicted on the attached Exhibit A. The City is prepared to proceed with obtaining the necessary easements to provide water and sanitary sewer service to the Development Site (collectively, the "*Water/Sewer Easements*") pursuant to the terms and conditions as hereinafter provided.

ARTICLE II

OBLIGATIONS OF THE CITY AND YORKVILLE NEXUS

2.1 The City has identified the proposed routes required for each component of the Water/Sewer Infrastructure Project to extend such services to the Development Site and has requested the City Engineers to provide such engineering design as are required to ascertain the following:

- A. The specific location and estimated cost of the installation of a sixteen inch (16") diameter water main to be extended from an area generally near Corneils Road and Caledonia Drive, then west along Corneils Road to the Development Site and then looped back to an area generally near Faxon Road and High Ridge Road (the "*Water Main Extension*").
- B. The specific location and estimated cost of the extension of a sanitary sewer from the southeast corner of the BrightFarms development along Corneils Road to the North 50 Acres of the proposed development (the "*Corneils Road Sanitary Sewer Extension*").
- C. The specific location and estimated cost for the extension of a sanitary sewer from the existing thirty-six inch (36") interceptor sewer to the south parcel of the proposed development along the BNSF Railroad (the "*South Sanitary Sewer Extension*").

2.2 The City Engineers have provided design engineering proposals for the Water/Sewer Infrastructure Project. The City is prepared to engage various professionals to survey and document the Water/Sewer Easements.

2.3 Yorkville Nexus has agreed to pay, subject to Yorkville Nexus's sole approval, all reasonable charges incurred by the City in connection with the obtaining the Water/Sewer Easements, including but not limited to (i) survey costs, (ii) legal fees, and (iii) consideration paid to property owners for the Water/Sewer Easements. The City shall submit any estimates received for the above-referenced costs to Yorkville Nexus for its approval prior to authorizing said work.

2.4 The City shall submit all invoices related to obtaining the Water/Sewer Easements to Yorkville Nexus for review and approval, which shall not be unreasonably withheld. Once approved, Yorkville Nexus shall reimburse the City for all such invoices within thirty (30) days.

2.5 Yorkville Nexus may, at any time by written order to the City, order City to stop work, in whole or in part, for a period of up to ninety (90) days. Upon receipt of such stop-work order, the City shall comply with the terms of such order and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within said ninety (90) day period, Yorkville Nexus shall either cancel the stop-work order or terminate this Agreement. Notwithstanding the above, Yorkville Nexus shall promptly pay all charges incurred prior to the issuance of the stop work notice pursuant to this Memorandum.

2.6 The City shall provide the Water/Sewer Easements required to construct the Water/Sewer Infrastructure Project, and shall utilize all methods at its disposal, including condemnation, to obtain the Water/Sewer Easements.

ARTICLE III

IN GENERAL

3.1 The term of this Memorandum shall commence upon the date first written above and shall terminate upon the completion of the Water/Sewer Infrastructure Project and payment by Yorkville Nexus in full of all costs incurred by the City in connection with the same by Yorkville Nexus.

3.2 In the event of a breach of this Memorandum by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Memorandum. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Memorandum, including reasonable attorney's fees and court costs.

3.3 This Memorandum shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Memorandum shall not be assigned by a party hereto without the prior written consent of the other parties to this Memorandum, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Memorandum shall not impair the validity of any other provisions. If any provision of this Memorandum is determined by a court of competent jurisdiction to be unenforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Memorandum, along with any Development Agreement and Recapture Agreement entered into between the parties, sets forth the entire understanding of the parties as pertaining to the Engineering Agreement and may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Memorandum shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a "Notice") shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe Dr
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

To Yorkville Nexus: Yorkville Nexus LLC
145 South Wells Street
Suite 1800
Chicago, Illinois 60606
Attention: Matt Gilbert
Email: matt@greendoorcapital.com

With a copy to: Pedersen & Houpt, PC
161 N. Clark Street, Suite 2700
Chicago, Illinois 60601
Attention: Michael P. Sullivan
Email: msullivan@pedersenhaupt.com

3.8 This Memorandum maybe executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

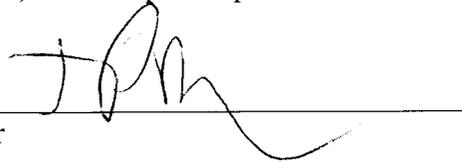
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

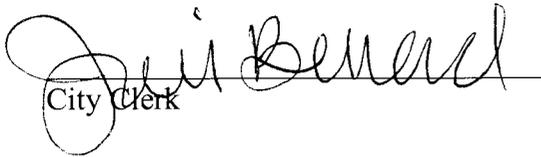
United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By:

Mayor



Attest:

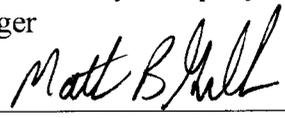


City Clerk

Yorkville Nexus LLC,
an Illinois limited liability company

By: GDC Yorkville LLC, an Illinois
limited liability company, its sole
member

By: Yorkville Nexus Capital
Investments, LLC, an Illinois
limited liability company, its
manager

By: 

Matthew B. Gilbert, Manager

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2023-18

ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS, LLC, RELATING TO THE CONSTRUCTION OF
WATER AND SANITARY SERVICES

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 30th day of May, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on June 6, 2023.

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS, LLC RELATING TO THE CONSTRUCTION OF
WATER AND SANITARY SERVICES**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and

WHEREAS, the City has received a concept plan from Yorkville Nexus, LLC an Illinois limited liability company (“*Yorkville Nexus*”) for an industrial development which covers an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”); and,

WHEREAS, the Development Site lacks the necessary infrastructure required to service any such development and Yorkville Nexus has agreed to pay all costs to be incurred by the City in connection with the design of and the construction of water and sewer service to the Development Site all as set forth in the Memorandum of Understanding (“*MOU*”) attached hereto; and,

WHEREAS, the City is prepared to proceed with the construction of water and sewer service to the Development Site subject to the terms and conditions as set forth in the MOU.

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

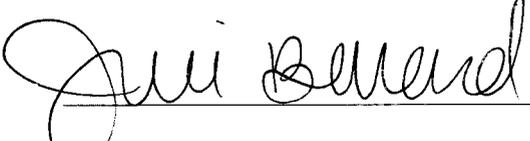
Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2: That “*The Memorandum of Understanding by and between the United City of Yorkville, Kendall County, Illinois and Yorkville Nexus, LLC*”, attached hereto and made a part

hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

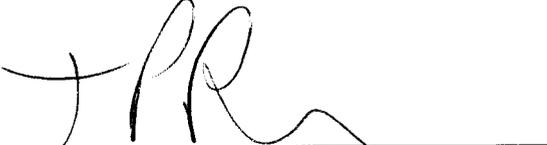
Section 3. This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 30th day of May, 2023.

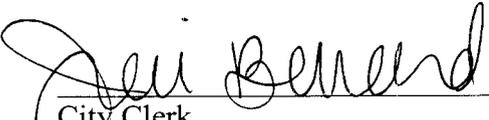

CITY CLERK

KEN KOCH	<u>AYE</u>	DAN TRANSIER	<u>AYE</u>
ARDEN JOE PLOCHER	<u>AYE</u>	CRAIG SOLING	<u>AYE</u>
CHRIS FUNKHOUSER	<u>AYE</u>	MATT MAREK	<u>AYE</u>
SEAVER TARULIS	<u>AYE</u>	RUSTY CORNEILS	<u>AYE</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 5th day of June, 2023.


Mayor

Attest:


City Clerk

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
YORKVILLE NEXUS LLC**

THIS MEMORANDUM OF UNDERSTANDING (the "*Memorandum*"), is made and entered as of the 30th day of MAY, 2023, by and between the United City of Yorkville, Kendall County, Illinois (the "*City*") and Yorkville Nexus LLC, an Illinois limited liability company ("*Yorkville Nexus*").

RECITALS:

1.1. The City is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2. Yorkville Nexus operates an investment company which manages and invests in a company-owned portfolio in different businesses, including the development of industrial and commercial complexes.

1.3. Yorkville Nexus has submitted to the City a concept plan, attached hereto as Exhibit A (the "*Concept Plan*"), for an area consisting of approximately 279 acres at the northeast corner of Eldamain and Faxon Road (the "*Development Site*") for the development of six (6) industrial buildings to be constructed in three (3) phases (the "*Project*").

1.4. Yorkville Nexus has acknowledged that the Development Site lacks the necessary infrastructure to service the proposed development and shall require a substantial investment to provide water and sanitary sewer services to the Development Site as well as improvements to various roadways leading to the Development Site including the entrance and intersection at Eldamain Road and Menards (collectively, the "*Infrastructure Projects*").

1.5. On August 5, 2022, Yorkville Nexus submitted an application for Economic Incentive/Development Agreement for the Concept Plan and made all required deposits for legal and engineering review. Yorkville Nexus has also informed the City that it is prepared to be responsible for all costs to be incurred by the City to construct the Infrastructure Projects to service the Development Site and has requested the City, at this time, to advise it only of the estimated costs to provide water and sewer service (the "*Water/Sewer Project*"). The City is prepared to proceed with providing Yorkville Nexus the design engineering plans and estimated costs for the Water/Sewer Project pursuant to the terms and conditions as hereinafter provided.

ARTICLE II

OBLIGATIONS OF THE CITY AND YORKVILLE NEXUS

2.1 The City has identified the proposed routes required for each component of the Water/Sewer Project to extend such services to the Development Site and has requested the City Engineers to provide such engineering design as are required to ascertain the following:

- A. The specific location and estimated cost of the installation of a sixteen-inch (16") diameter water main to be extended from an area generally near Corneils Road and Caledonia Drive, then west along Corneils Road to the Development Site and then looped back to an area generally near Faxon Road and High Ridge Road (the "*Water Main Extension*").
- B. The specific location and estimated cost of the extension of a sanitary sewer from the southeast corner of the BrightFarms development along Corneils Road to the North 50 Acres of the proposed development (the "*Corneils Road Sanitary Sewer Extension*").
- C. The specific location and estimated cost for the extension of a sanitary sewer from the existing thirty-six inch (36") interceptor sewer to the south parcel of the proposed development along the BNSF Railroad (the "*South Sanitary Sewer Extension*").

2.2 The City Engineers have provided design engineering proposals for the Water Main Extension, the Corneils Road Sanitary Sewer Extension and the South Sanitary Sewer Extension (collectively, the "*Water and Sewer Infrastructure Projects*") for a total estimated cost of \$560,170.00. The City is prepared to enter into the Agreements for Professional Engineering Services with the City Engineers for the Water and Sewer Infrastructure Projects as attached hereto as Exhibit B and made a part hereof to be performed simultaneously by the City Engineers (the "*Engineering Agreements*").

2.3 Yorkville Nexus has agreed to pay all reasonable charges incurred by the City in connection with the Engineering Agreements as follows:

- A. The City Engineers have provided a draw down schedule for each of the Engineering Agreements as set forth on Exhibit C attached hereto and made a part hereof.

- B. The City shall submit any estimate or change order to Yorkville Nexus for its approval, which shall not be unreasonably withheld.
- C. Yorkville Nexus shall make monthly payments covering all three (3) Engineering Agreements on the tenth (10th) day of each month during the term of each Engineering Agreement in an amount as due for the next draw down, as set forth on Exhibit C.
- D. Yorkville Nexus shall have the right to terminate any one of the Engineering Agreements, or all of the Engineering Agreements, upon thirty (30) days written notice; provided that Yorkville Nexus shall be responsible for the cost of all work performed by the City Engineer until receipt of the notice of termination.

ARTICLE III

IN GENERAL

3.1 The term of this Memorandum shall commence upon the date first written above and shall terminate upon completion of all work to be performed by the City Engineers pursuant to the Engineering Agreements and payment by Yorkville Nexus in full of all costs incurred by the City in connection with the Engineering Agreements by Yorkville Nexus.

3.2 In the event of a breach of this Memorandum by either party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Memorandum. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Memorandum, including reasonable attorney's fees and court costs.

3.3 This Memorandum shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Memorandum shall not be assigned by a party hereto without the prior written consent of the other parties to this Memorandum, for which approval shall not be unreasonably withheld or delayed.

3.4 The invalidity of any provisions of this Memorandum shall not impair the validity of any other provisions. If any provision of this Memorandum is determined by a court of competent jurisdiction to be unenforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

3.5 This Memorandum, along with any Development Agreement and Recapture Agreement entered into between the parties, sets forth the entire understanding of the parties as pertaining to the Engineering Agreement and may only be amended, modified or terminated by a written instrument signed by the parties.

3.6 This Memorandum shall be interpreted and construed in accordance with the laws of the State of Illinois.

3.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a "Notice") shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attention: City Administrator

With a Copy to: Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

To Yorkville Nexus: Yorkville Nexus LLC
145 South Wells Street
Suite 1800
Chicago, Illinois 60606
Attention: Matt Gilbert
Email: matt@greendoorcapital.com

With a copy to: Pedersen & Houpt, PC
161 N. Clark Street, Suite 2700
Chicago, Illinois 60601
Attention: Michael P. Sullivan
Email: msullivan@pedersenhaupt.com

3.8 This Memorandum maybe executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____

Mayor

Attest:



City Clerk

Yorkville Nexus LLC,
an Illinois limited liability company

By: GDC Yorkville LLC, an Illinois
limited liability company, its sole
member

By: Yorkville Nexus Capital
Investments, LLC, an Illinois
limited liability company, its
manager

By: _____
Matthew B. Gilbert, Manager



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

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2024-48

Agenda Item Summary Memo

Title: Sharing of GIS Services with Between the City of Yorkville and Kendall County – IGA

Meeting and Date: City Council – July 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: EDC – 7/2/24 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2024-48

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Economic Development Committee
From: Erin Willrett, Assistant City Administrator
CC: Krysti Barksdale-Noble, Community Development Director
Date: July 2, 2024
Subject: IGA for the Sharing of GIS Services Between the City of Yorkville and Kendall County

Summary

Approval of an Intergovernmental Agreement with Kendall County for Geographic Information Systems (GIS) services.

Background

This item has been discussed with Kendall County and all feel there are opportunities to share different knowledge, expertise, and equipment. The goal of the shared services has always been to cooperate with one another to provide high-quality, cost-effective services to the respective residents in the County. The attached proposed IGA is another way of doing that regarding municipal services.

The IGA will allow the City, to have Kendall County provide GIS data maintenance to the City's data and to update the data. It will also allow the Community Development Department, to advise each of the services that are needed, and the Kendall County GIS Department will independently determine whether they are able to offer assistance for all or a portion of the request. Any GIS support services provided, must be pre-approved by the City. The City will be billed \$60 per hour for work provided and will be billed quarterly.

This IGA is a 2-year agreement and will automatically renew for an additional year. Either party may terminate the agreement by providing 180 calendar days written notice.

Staff also looked into privately sourcing GIS services through Municipal GIS Partners (MGP). Staff provided an outline of the pros and cons regarding this source in the attached document. Ultimately, staff recommends working initially with Kendall County because of costing and the availability of County staff to begin the data transmission immediately. Although the privately sourced GIS company offers a comprehensive "turnkey" service, including an onsite staff member and user-friendly mapping applications, their availability and pricing did not align with our urgent needs and budget. Staff has had positive experiences with Kendall County in assisting the Community Development department with GIS projects over the past year. The County's GIS department has demonstrated efficient project completion times, typically ranging from a few hours to no more than three days, which is crucial for addressing the City's current data needs promptly.

However, staff notes that it may be necessary to reassess our GIS service options in the future once we have a clearer understanding of Kendall County's ability to service all city departments and our actual hourly requirements. We feel this strategic approach balances our immediate needs with long-term planning.

Recommendation

Staff recommends approval of the Intergovernmental Agreement with Kendall County for Geographic Information Systems (GIS) services.

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND KENDALL COUNTY, ILLINOIS FOR GEOGRAPHIC INFORMATION SYSTEMS SERVICES

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) and Kendall County, Illinois (the “*County*”) are units of local government; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the “*Authority*”) authorize units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the County provides Geographical Information Systems (“*GIS*”) data services for municipalities located within the County, such services including access to the County’s GIS portal, maintenance of municipal GIS data, and updating municipal GIS data (the “*GIS Services*”); and

WHEREAS, the GIS Services are provided at a reasonable cost with efficient project completion times; and

WHEREAS, the City is located within Kendall County and desires to take advantage of the County’s GIS Services and therefore to enter into an Intergovernmental Agreement for the County to provide GIS Services to the City, attached hereto as Exhibit “A”, in furtherance of the stated goals and desires set forth above.

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

Section 1. The above recitals are incorporated herein by reference as though fully set forth.

Section 2. That the *Intergovernmental Agreement for Geographic Information Systems (GIS) Services*, attached hereto and made a part hereof by reference, is hereby approved.

Section 3. This ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the United City of Yorkville.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and United City of Yorkville (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for the United City of Yorkville; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following GIS support services to the United City of Yorkville pursuant to the terms of this Agreement, including:

- a. To provide access to GIS portal,
- b. To provide GIS data maintenance to the United City of Yorkville's data,
- c. To update the United City of Yorkville's GIS data throughout the United City of Yorkville's Service Area,
- d. To permit Kendall County GIS staff to attend training for GIS systems, provided the United City of Yorkville and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.
- e. To provide GIS services outlined in Paragraphs 2a-d above for the United City of Yorkville's special service projects, when requested by the United City of Yorkville, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.
- f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all the United City of Yorkville approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, the United City of Yorkville agrees to the following:

- a. Any GIS support services provided by Kendall County must be pre-approved by the United City of Yorkville and shall be billed to the United City of Yorkville at a rate of \$60 per hour. Municipality shall make payments on quarterly invoices prepared by Kendall County staff.
- b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about GIS systems, provided the training and associated travel expenses are pre-approved by the United City of Yorkville and Kendall County. the United City of Yorkville agrees to reimburse Kendall County for such expenses.
- c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on the United City of Yorkville's behalf while performing the GIS support services set forth above in this intergovernmental agreement the United City of Yorkville agrees to reimburse Kendall County for such expenses. Kendall County agrees to notify the United City of Yorkville prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify the United City of Yorkville about the billable expense as soon as practicable.
- d. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.) except as expressly set forth in Paragraphs 3(a) through 3(c) of this this Agreement, the parties agree that the United City of Yorkville shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's

employees while the County employees perform the services set forth in this Agreement.

4. The United City of Yorkville understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to the United City of Yorkville the GIS support services listed in Paragraph 2. the United City of Yorkville understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

5. Kendall County does not guarantee the accuracy of any of the GIS support services it may provide to the United City of Yorkville. To the fullest extent permitted by law, Kendall County disclaims all express or implied warranties, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

6. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's and the United City of Yorkville's records defined as "confidential information":

- a. To the extent permitted by law, if a party to this Agreement is granted access to another party's records (and the data contained in these

records) in order to perform the GIS services set forth in this Agreement, either party shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of either party.

- b. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.
- c. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of either party's records.

7. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement by providing at least one hundred eighty (180) calendar days advance written notice to all other parties of the then current term.

8. To the extent permitted by law, the United City of Yorkville shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County,

including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to the United City of Yorkville. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove the United City of Yorkville's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United

States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to the Municipality Mayor
651 Prairie Pointe Drive
Yorkville, Illinois, 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to GIS support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the GIS support services to be provided by Kendall County to the United City of Yorkville. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to GIS support services and may not be further modified except in writing.

11. Kendall County and the United City of Yorkville each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

County of Kendall, Illinois

United City of Yorkville

By: _____
Chair, Kendall County Board

By: _____
Mayor, United City of Yorkville

Attest:

Attest:

County Clerk

City Clerk

Pros and Cons of MGP and Kendall County

MGP

Pros	Cons
<p>Onsite staff member (Account Manager) for 824 hours annually</p> <ul style="list-style-type: none"> • 5 days every 2 weeks at 50% capacity • Can increase capacity to 75%-100% if needed • When not onsite available remotely or other MGP staff member available via call center • MGP is open to offering extra days onsite based on our needs 	<p>The initial pricing for MGP in the first-year amounts to \$147,027,</p> <ul style="list-style-type: none"> • primarily attributed to the GISC initiation fee of \$20,000. • The additional costs for 'new hardware' do not apply. <p>Over a five-year period, the average cost is \$136,159</p>
MGP will be able to reorganize data	MGP can start with a new city in Q4 in 2024
<p>MGP has extensive experience working with similar communities</p> <ul style="list-style-type: none"> • Village of Morton Grove • City of Lake Forest • Village of Glen Ellyn 	<p>Balancing the allocation of time and projects across departments for the account manager presents a challenge, particularly given the standard time allotment of 5 days every 2 weeks</p>
MGP develops a <u>user-friendly mapping website</u> for residents to conveniently access information	
Standardizations for maps are set for multiple departments	

Kendall County

Pros	Cons
<p>Kendall County will manage the recruitment of a dedicated GIS professional for the city,</p> <ul style="list-style-type: none"> • Offering a rate of \$60 per hour for 1,950 hours annually. • Covers benefits, work management, equipment, training, and more, totaling \$117,000 per year (based on 37.5 hours per week for 52 weeks). • Kendall County offered to track hours spent on Yorkville-specific projects, so if we came under 1,950 hours, we're not paying for something we are not utilizing • There's potential for a hard stop at 1,950 hours. 	<p>Discussing the coordination of time allocation for projects across departments is important, particularly as the Community Development department aims to reorganize our entire GIS data organization.</p> <ul style="list-style-type: none"> • Kendall County does not have standard maps set for utility or police
Kendall County has current staff availability to begin the data transition	The appearance of the maps doesn't meet our department's standards because KC does not have Adobe Illustrator

Kendall County is prompt and typically returns projects within a few hours or at most, within three days	City staff would need to go and add graphic details
--	---



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-15 & EDC 2024-41

Agenda Item Summary Memo

Title: C-1 Yorkville (Cyrus One) – PUD & Preliminary Plan

Meeting and Date: City Council – July 9, 2024

Synopsis: Approval of a proposed Planned Unit Development (PUD) and Preliminary PUD
Plan for a data center campus

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: July 3, 2024
Subject: **PZC 2024-15 Cyrus One – Planned Unit Development & Preliminary Plan**
Proposed Data Center Campus and On-Site Substation Development

REQUEST SUMMARY:

The petitioner, C1 Yorkville, LLC (Cyrus One), contract purchaser, is seeking approval of a special use for Planned Unit Development (PUD) and Preliminary PUD Plan for the construction of secured data center campus and on-site substation on approximately 228-acres of land located at the northeast corner of Faxon Road and Eldamain Road, formerly known as Lincoln Prairie. The site will consist of up to nine (9) standalone buildings used for networked computers, storage systems and computing infrastructure and six (6) on-site stormwater basins to be developed in phases over a 10 to 20-year period.

STAFF COMMENTS:

The attached draft Planned Unit Development (PUD) Agreement details the provisions, relief, and obligations of the data center developer and the City regarding the future construction of the subject property such as: building setbacks, parking requirements, access, landscaping, noise study, appearance standards, roadway reconstruction, ordinance locks/freeze, and right-of-way dedications. The term of the agreement acknowledges a phased development over twenty (20) years.

With regards to the roadway reconstruction, the City and the Developer are at an impasse on the cost responsibility for relocation of utility poles and right-of-way acquisition, if needed, to make the required improvements. These costs, by city ordinances, are typically barred by the developer, however the petitioner is requesting the City take on this obligation. Staff recommends the developer be responsible. Direction from the City is requested.

Finally, the developer has agreed to install the Type D landscaping treatment, as required by the Unified Development ordinance and stipulated by the Planning and Zoning Commission along the perimeter of the site on Beecher, Faxon, and Eldamain Road. The landscape plan still shows the Type C landscape treatment along Beecher. This exhibit will be revised prior to recordation of the PUD agreement.

PUD & PRELIMINARY PUD PLAN REQUEST:

The Planning and Zoning Commission held a public hearing regarding the proposed Planned Unit Development and Preliminary PUD Plan for the subject property on June 12, 2024. The commission made the following actions on the motions below:

1. *Special Use for Planned Unit Development*
In consideration of testimony presented during a Public Hearing on June 12, 2024 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for Special Use authorization of a Planned Unit Development for a data center campus to be located at the northeast corner of Faxon Road and Eldamain Road subject to the conditions enumerated in a staff memorandum dated June 4, 2024 and further subject to Class D perimeter landscaping around 3 sides along Eldamain, Beecher and Faxon Roads.

Action Item:

Millen-aye; Goins-aye; Forristall-aye; Vinyard-aye; Williams-aye; Hyett-aye

6 ayes; 0 no

2. Preliminary PUD Plan

The Planning and Zoning Commission recommends approval to the City Council of the Cyrus One – Yorkville, Illinois – Preliminary PUD Plan prepared by Olsson and dated May 21, 2024 and further subject to Class D landscaping along Eldamain, Faxon Road and Beecher Road.

Action Item:

Millen-aye; Goins-aye; Forristall-aye; Vinyard-aye; Williams-aye; Hyett-aye

6 ayes; 0 no

Attachments:

1. Draft Approving Ordinance
2. Draft PUD Agreement
3. Planning and Zoning Commission Memorandum dated May 21, 2024
4. Memorandum prepared by Soundscape Engineering dated June 6, 2024
5. Copy of Petitioner's Application
6. Cyrus One – Yorkville, Illinois Preliminary PUD Plan dated May 21, 2024 prepared by Olsson
7. Exterior Elevations prepared by Corgan
8. EEI Review Letter to the City dated May 29, 2024
9. Plan Council Packet Materials 05-23-24
10. Public Hearing Notice

Ordinance No. 2024 - ____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A PLANNED UNIT DEVELOPMENT AGREEMENT WITH C1 YORKVILLE, LLC

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

WHEREAS, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Road (the “Development Site”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively The “Project”); and

WHEREAS, as part of their proposal, C1 Yorkville submitted an application to the City for a special use planned unit development for the Development Site which the City has found to be complete and consistent with the City’s purpose and intent of the planned unit development regulations and the polices for industrial development in the Eldamain Road corridor; and

WHEREAS, in order to establish the specific development standards, regulations, limitations and conditions regarding the construction of the Project, the City and C1 Yorkville have negotiated a Planned Unit Development Agreement, (the “PUD Agreement”) substantially in the form attached hereto, setting forth all development regulations and conditions for the construction and operation of the Project; and

WHEREAS, the City and C1 Yorkville have reviewed the PUD Agreement, as attached, and are prepared to proceed with the Project in accordance with the standards and the requirements for its construction and operation as set forth therein. The City is prepared to approve the PUD Agreement, as hereinafter provided, as it believes that the construction of the Project shall add regional utility improvements and tangible benefits to the City and its residents.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. Planned Unit Development Agreement By and Between the United City of Yorkville and C1 Yorkville LLC is hereby approved substantially in the form attached hereto and made a part hereof.

Section 3. The Mayor and City Clerk are hereby authorized to execute said Agreement and the City Administrator, the City Engineer and the City Attorney are hereby authorized to finalize the terms and take any action required to implement said Agreement.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this ____ day of _____, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the “front yard” and Beecher Road being deemed the “rear yard”. The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City’s UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer’s request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer’s proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer's obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldamain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road ("Faxon Road Improvements") and Beecher Road ("Beecher Road Improvements") across the frontage of the Subject Property (collectively the "Road Improvements"). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer's payment of the costs incurred by the City.

The City shall complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. The City agrees to use

best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall not be responsible for said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements and of the 90% design drawings along with an updated estimate of construction costs for each.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include a credit for the cost to be incurred for the installation of the final surface course. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will required a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by

the Developer, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, the Developer.

3.5 No Liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development of the Project or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 Equal Treatment. The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 Certificate of Occupancy. The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201
Attn: Legal Department

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.
445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC

Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560
Attn: City Administrator

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

Article 7. Mutual Understandings

7.0 Violations. In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.
2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:

- a. More than a ten percent (10%) increase in the square footage of the buildings;
 - b. Any structure greater than 100' in height;
 - c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
 - d. Any deviation from applicable provisions of the UDO;
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).
4. **Approval Processes.**
- a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.
 - b. **Minor Amendment.**
 - (i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. Governing Law. This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

7.4 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is

understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. Should any provision of this Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: _____
Mayor

By: _____

Date: _____, 2024

C1 Yorkville, LLC

By: _____

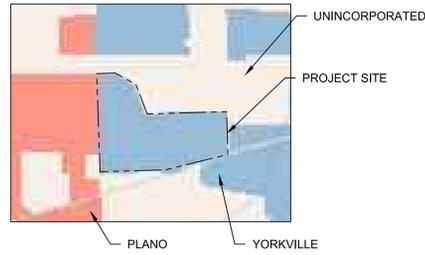
Date: _____, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

MUNICIPAL BOUNDARIES



SITE DATA

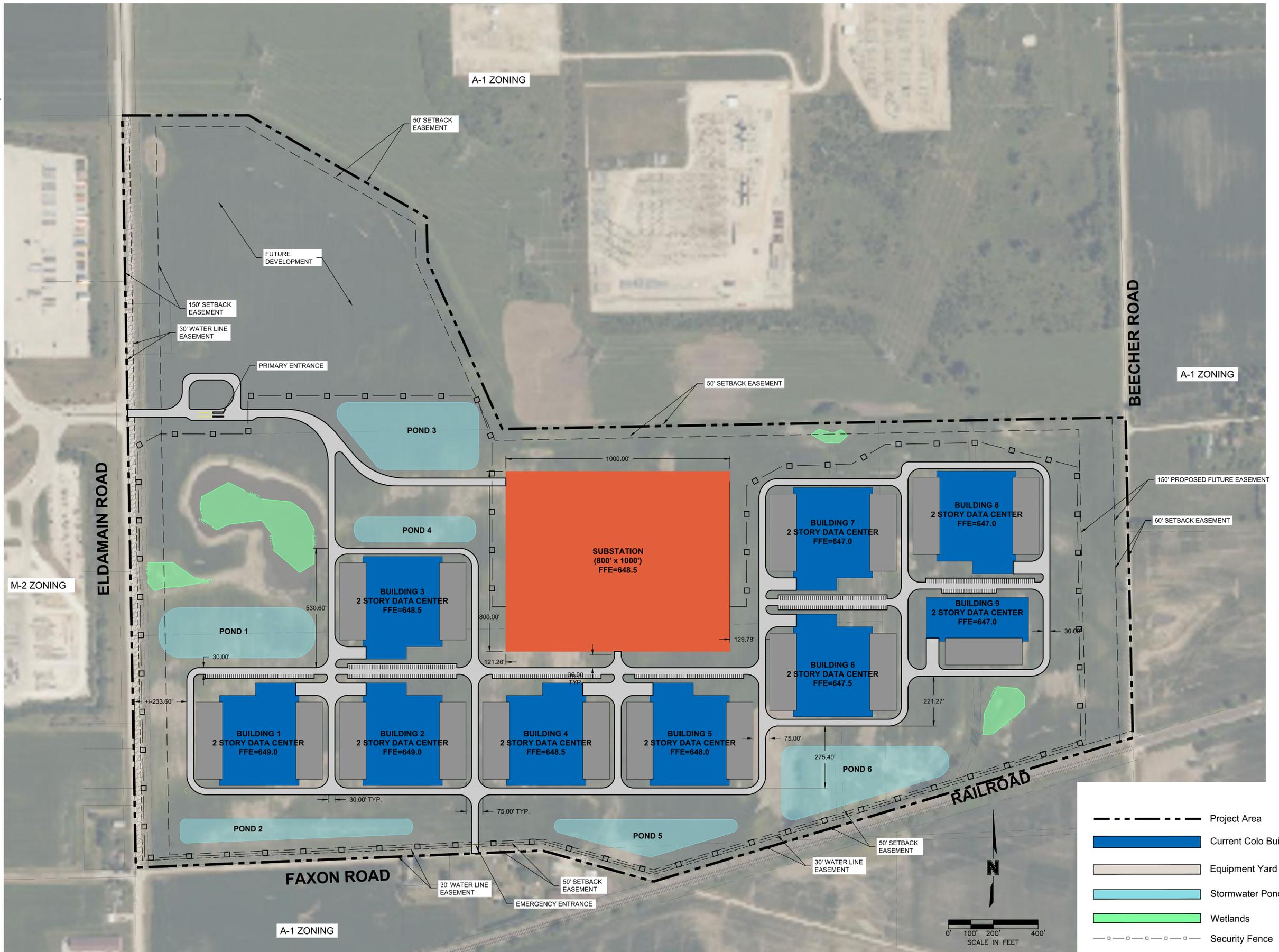
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS

BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule

Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

SCALE: 1" = 200' AT FULL SIZE (24x36)
DATE: May 21, 2024



Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.

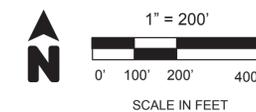


CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

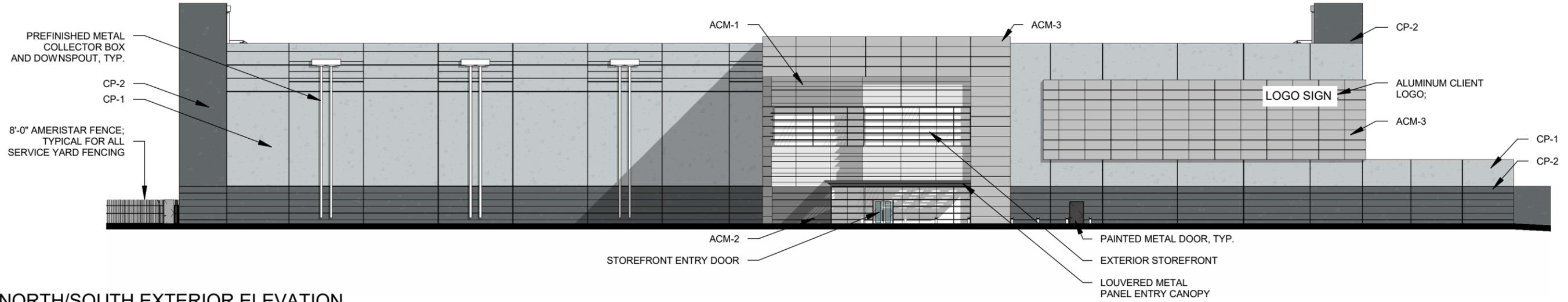


Legend:

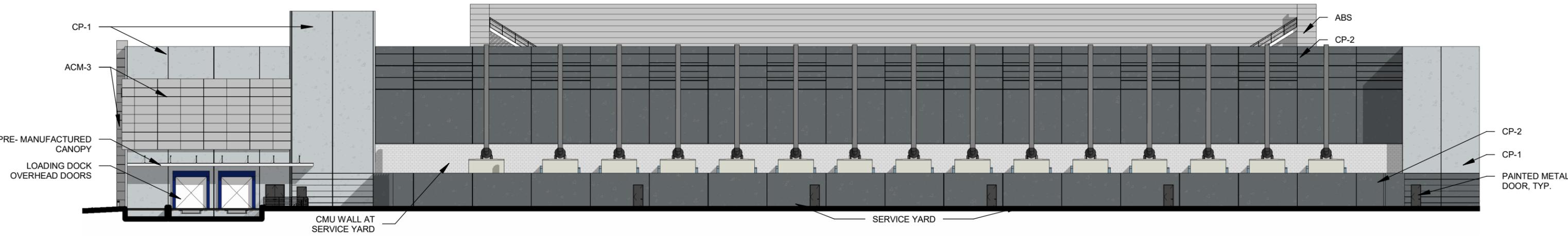
- Shade Tree (species TBD)
- Evergreen Tree (species TBD)
- Ornamental Tree (species TBD)



Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

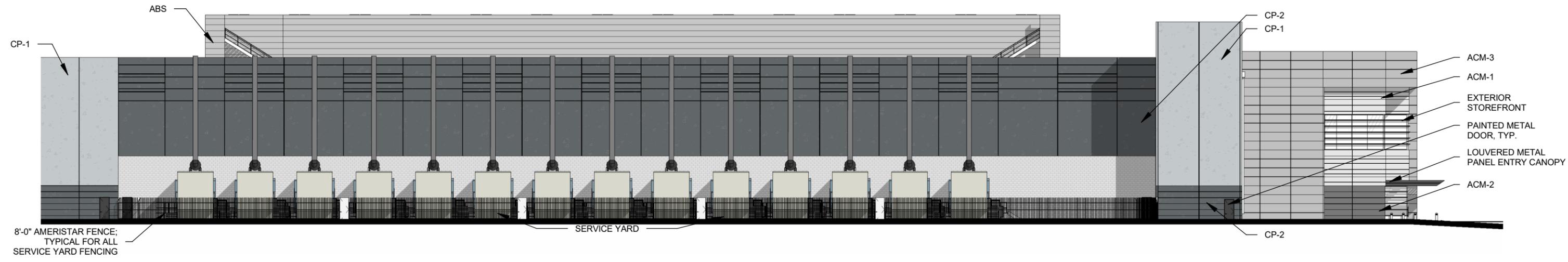
- CP-1 | TILT-UP CONCRETE PANEL**
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED
- CP-2 | TILT-UP CONCRETE PANEL**
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED
- ACM-1 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR
- ACM-2 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY
- ACM-3 | ALPOLIC COMPOSITE METAL PANEL**
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC
- ABS | ACOUSTIC BARRIER SCREEN WALL**

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



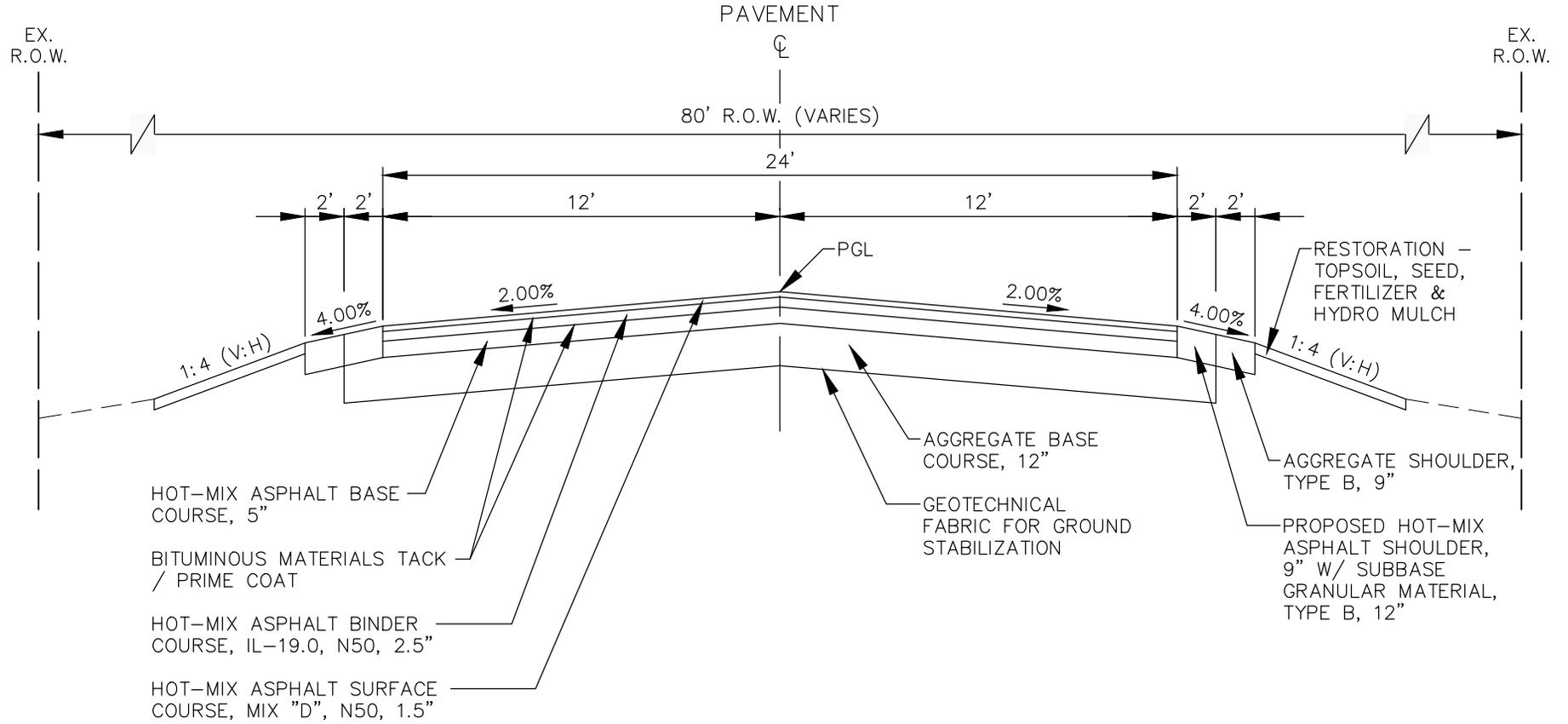
1 EAST/WEST EXTERIOR ELEVATION

 <p>CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED</p>	 <p>CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED</p>	 <p>ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR</p>	 <p>ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY</p>	 <p>ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC</p>	 <p>ABS ACOUSTIC BARRIER SCREEN WALL</p>
---	--	---	--	--	--

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



Plotted: May 23, 2024 @ 3:47 PM By: Kris Pung - Tab: Proposed Section

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

<h3>CROSS SECTION</h3>		
 <p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 - www.eeiweb.com</p>	SCALE: NTS	DRAWN BY: KKP
	DATE: 05/23/24	REVISED:

Path: H:\SDSKPROJ\YO_YORKVILLE\2024\Y02426\DWG EXHIBIT\Y02426-TYPSECTIONS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL \$ 1,434,015.00

CONTINGENCY (20%) \$ 287,000.00

TOTAL \$ 1,721,015.00

DESIGN ENGINEERING \$ 172,000.00

CONSTRUCTION ENGINEERING \$ 172,000.00

ROW ACQUISITION \$ 100,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



Memorandum



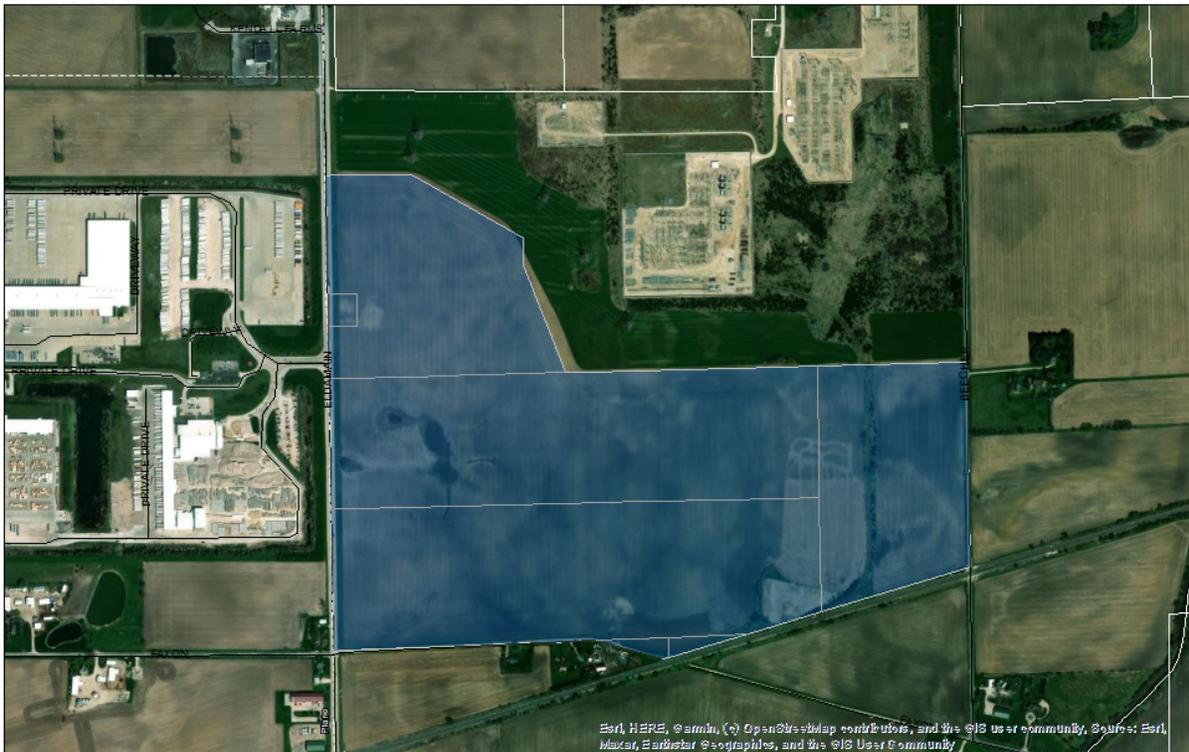
To: Planning & Zoning Commission
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Sara Mendez, Planner I
 Date: June 6, 2024
 Subject: **PZC 2024-15 Cyrus One – Planned Unit Development & Preliminary Plan**
 Proposed Data Center Campus and On-Site Substation Development

REQUEST SUMMARY:

The petitioner, C1 Yorkville, LLC (Cyrus One), contract purchaser, is seeking approval of a special use for Planned Unit Development and Preliminary PUD Plan for the construction of secured data center campus and on-site substation on approximately 228-acres of land located at the northeast corner of Faxon Road and Eldamain Road, formerly known as Lincoln Prairie. The site will consist of up to nine (9) standalone buildings used for networked computers, storage systems and computing infrastructure and six (6) on-site stormwater basins to be developed in phases over a 10 to 20-year period.

PROPERTY BACKGROUND:

The subject property consists of seven parcels of varying sizes, ranging from one acre to seventy-five acres, located at the northeast corner of Faxon and Eldamain Roads. With a total area of approximately 228 acres, the property was annexed in May 2005 through Ordinances 2005-48 and 2005-49, as part of a larger planned development known as Lincoln Prairie. The annexation agreement designated the property's zoning as M-2 General Manufacturing with special use authorization for an asphalt plant.



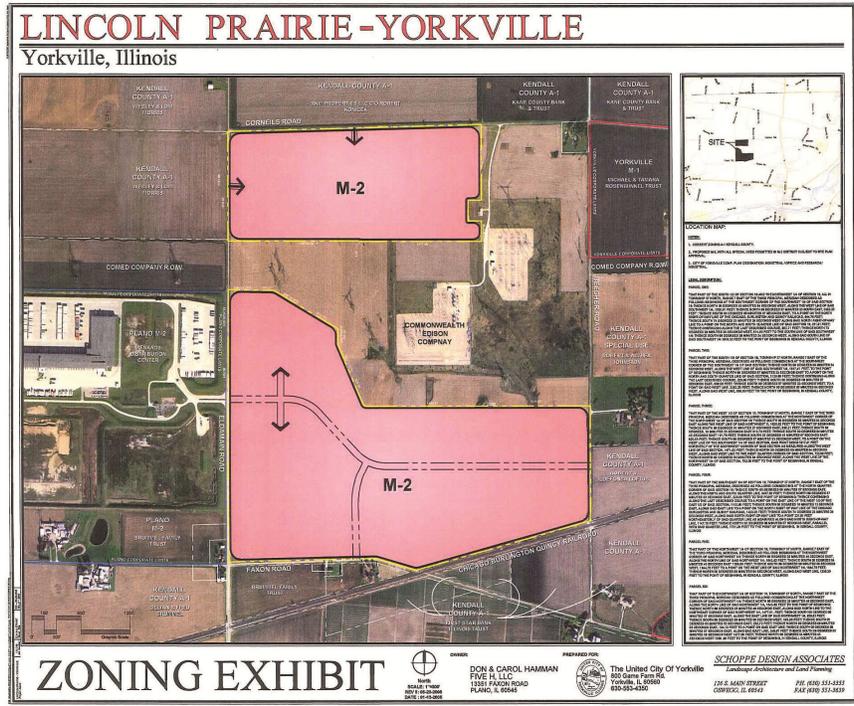
C1 Location Map

United City of Yorkville, Illinois
 Date: May 16, 2024
 File Location: I:\ARCGIS TEMPLATES\CI Location Map



As part of the annexation agreement, internal roadways within the property connecting to Eldamain, Beecher, and Faxon Roads were dedicated to the City for future construction. Although the City approved a Final Plat for the Lincoln Prairie development in 2008, it was never recorded. The asphalt plant operation never materialized, and the dedicated future right-of-way was eventually vacated. Despite interest from several large-scale industrial developers and its designation as a Burlington Northern Santa Fe (BNSF) Certified Site in 2019, the property has remained undeveloped for nearly 20 years.

In 2023, Green Door Capital (dba Yorkville Nexus LLC) purchased the property with the intention of finding an industrial user to redevelop the site as a data center campus. A separate development agreement related to regional infrastructure improvements and recaptures for this project is currently being discussed with the contract purchaser and the City and will be presented independently to the City Council from the requested PUD and Preliminary Plan approval.



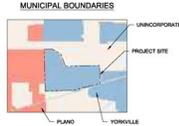
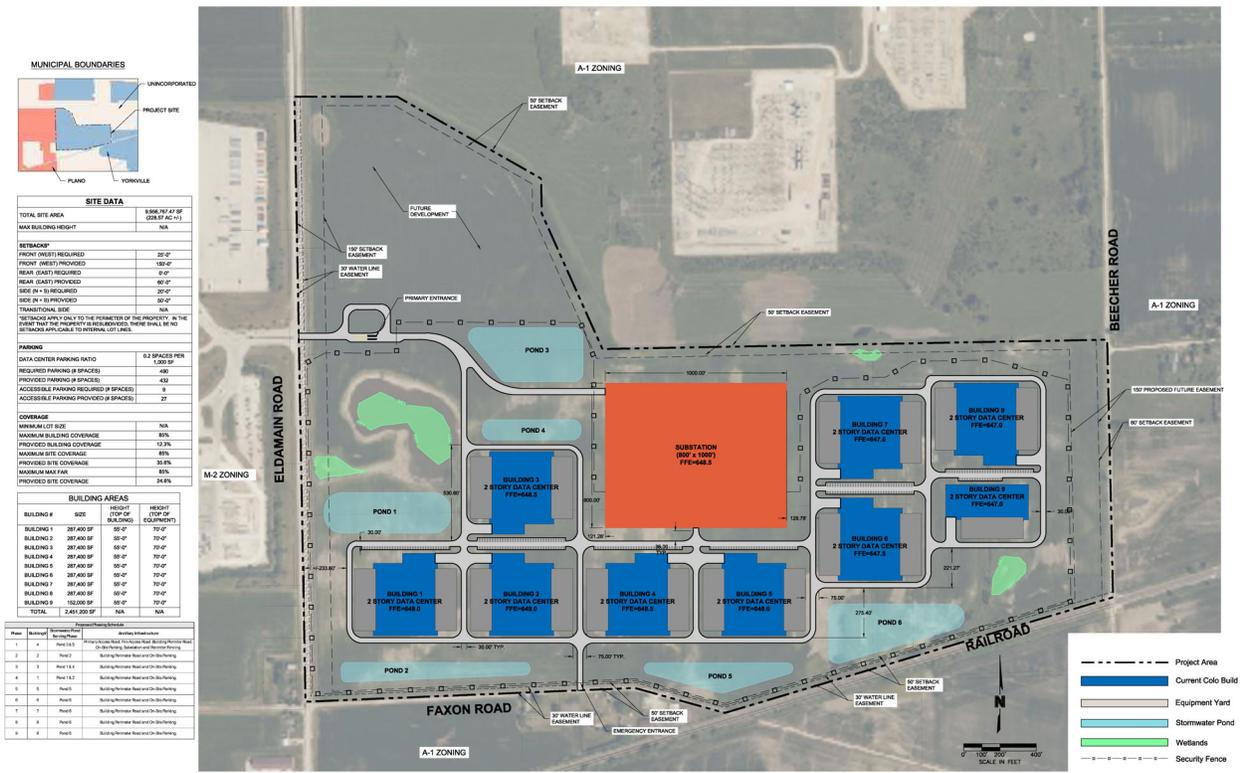
ZONING/PLANNED UNIT DEVELOPMENT (PUD):

As previously stated, The subject property consists of seven (7) parcels (#02-18-300-004, #02-19-100-004, #02-19-100-005, #02-18-300-003, #02-18-300-001, #02-18-300-002, and #02-18-400-004) and is zoned M-2 General Manufacturing District, per Annexation Agreement of Lincoln Prairie Yorkville (Ordinance No. 2005-48).

The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 (Kendall County)	ComEd Substation/Transfer Station - Utility Use
South	A-1 (Kendall County) BNSF Railroad	Agricultural, Residential and Business Uses Transportation Land Use
East	A-1 SU (Kendall County) A-1 SU (Yorkville)	Agriculture/Residential Land Use Agriculture & Solar Farm (approved) Land Use
West	Eldamain Road M-2 General Manufacturing (Plano)	Transportation Land Use Menards Distribution Center

The petitioner plans to build a secured data center campus. A data center is a facility that houses computing machines and related hardware equipment, including servers, data storage drives, and network equipment. It serves as the physical infrastructure necessary for IT systems and stores a company's digital data. The proposed site will feature nine buildings, six stormwater basins, and an on-site substation. Data center developments usually include backup power generators to ensure continuous power supply in case of an electrical outage.



SITE DATA	
TOTAL SITE AREA	846,767 SF (20.87 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS	
FRONT (WEST) REQUIRED	20'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	15'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N) REQUIRED	20'-0"
SIDE (N) PROVIDED	20'-0"
TRADITIONAL SIDE	
THE TRADITIONAL SIDE SETBACKS APPLY TO THE PERIMETER OF THE PROPERTY, AND THE PERMITS FOR THE PROPOSED DEVELOPMENT SHALL BE NO MORE THAN THE PERMITS FOR THE TRADITIONAL SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (IF SPACES)	480
PROPOSED PARKING (IF SPACES)	432
ACCESSIBLE PARKING (IF SPACES)	9
ACCESSIBLE PARKING PROVIDED (IF SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROPOSED BUILDING COVERAGE	52.3%
MAXIMUM SITE COVERAGE	85%
PROPOSED SITE COVERAGE	39.6%
MAXIMUM MAX FAR	8%
PROPOSED SITE COVERAGE	24.8%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	30'-0"	70'-0"
BUILDING 2	287,400 SF	30'-0"	70'-0"
BUILDING 3	287,400 SF	30'-0"	70'-0"
BUILDING 4	287,400 SF	30'-0"	70'-0"
BUILDING 5	287,400 SF	30'-0"	70'-0"
BUILDING 6	287,400 SF	30'-0"	70'-0"
BUILDING 7	287,400 SF	30'-0"	70'-0"
BUILDING 8	287,400 SF	30'-0"	70'-0"
BUILDING 9	1,000,000 SF	30'-0"	70'-0"
TOTAL	2,441,200 SF	N/A	N/A

Plan	Reference	Description
1	Area 1.1	Building Footprint
2	Area 1.2	Stormwater Pond
3	Area 1.3	Wetland
4	Area 1.4	Equipment Yard
5	Area 1.5	Stormwater Pond
6	Area 1.6	Wetland
7	Area 1.7	Stormwater Pond
8	Area 1.8	Wetland
9	Area 1.9	Stormwater Pond
10	Area 1.10	Wetland

CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN
 SCALE: 1" = 200' AT FULL SIZE (24x36)
 DATE: May 01, 2024



Per Table 10-3-12 (B) of the Yorkville Unified Development Ordinance (UDO), “data center” and “electric substation” are permitted land uses in the M-2 General Manufacturing District. Data centers are defined as Energy Industrial Uses per Table 10-3-12(B) in the Unified Development Ordinance.

Additionally, Section 10-8-8 of City’s Unified Development Ordinance (UDO) establishes standards for Planned Unit Development (PUDs). PUDs are allowed to modify standards of the base district as long as the requested modifications are specifically identified and demonstrates how each allowance is compatible with surrounding development, is necessary for proper development of the site, and is aligned with at least one (1) modification standard found in Section 10-8-8D of the UDO.

The modification standard this proposed planned unit development (PUD) aligns with is #12 “Regional Utility Improvements”, as the data center campus will extend public utilities (water and sanitary) to and through the property resulting in recapturable payments to the developer when future property owners in the area benefit from connecting to such utility that had not previously existed.

PROPOSED PRELIMINARY PUD PLAN:

As proposed, the data center campus will have nine (9) two-story buildings and a centralized 800,000 square foot electric substation structure. Three (3) buildings (#1-3) will be located west of the substation near the northwest corner of Eldamain Road and Faxon Road. Two (2) buildings (#4-5) are situated south of the substation fronting Faxon Road and the BNSF rail line. The remaining four (4) buildings (#6-9) are oriented east of the substation, just north of the railroad and west of Beecher Road. Additionally, six (6) stormwater detention ponds are strategically provided throughout the site and four (3) wetland areas are identified. The plan also shows a future development area located to the north abutting Eldamain Road. Parking is provided adjacent to each of the buildings and the entire campus will be enclosed by an 8-foot-tall high security steel fence with entry gates at each access. Total proposed lot coverage, including buildings, driveways, parking and other hard surfaces, will not exceed the maximum 85% permitted in the M-2 zoning district per the Unified Development Ordinance.

The original site plan dated April 15, 2024, proposed to have four (4) points of access. Three (3) off of Eldamain Road and one (1) off of Beecher Road. These access points lead to internal private roadways which loop around the nine (9) proposed buildings and connect to the electric substation. The main full access was to be off of Eldamain Road and align with the existing Menards development to the west. It was also noted that two (2) of the access points located at the northeast and northwest corners of the subject property were intended exclusively for the user, ComEd, and emergency medical services (EMS) to the electrical substation. Should ComEd not require both access points, one of the access points would be eliminated.

However, after discussions with the Kendall County Highway Department, which has jurisdiction over Eldamain Road, the petitioner submitted a revised site plan dated May 21, 2024 which reduced the number of access points to two (2) with the primary entry access off of Eldamain Road, still aligning with the Menards development, and a secondary emergency access off of Faxon Road. The access off of Beecher Road for ComEd has been eliminated.

The preliminary plan is considered an initial draft that outlines the petitioner's intended layout for a future final plat of subdivision, including all proposed site improvements. Typically, preliminary plans are valid for twelve (12) months. However, for Planned Unit Developments (PUDs), which are considered special uses, the approved plans expire only after three (3) years from approval if no Building Permit is issued and no portion of the property is final platted.

PHASING OF DEVELOPMENT:

The petitioner has proposed to develop the subject property in nine (9) phases over a 10 to 20-year period and have provided a phasing schedule table as depicted on the Preliminary PUD Plan. Phase 1 will consist of constructing Building #4, the electric substation, and ponds #3 and #5. Additional ancillary infrastructure provided in Phase 1 includes the primary access road, secondary/emergency access road and perimeter roads, on-site parking, and perimeter fencing.

REQUESTED PUD DEVIATIONS:

The petitioner has listed thirteen (13) proposed deviations from the base M-2 General Manufacturing District standards as part of the PUD and Preliminary Plan. Upon staff review and analysis of the submitted plans, only **ten (10) deviations to the M-2 district standards** are warranted, as detailed below:

1. *Building Setbacks* - Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following compares current M-2 General Manufacturing District standards with the proposed Planned Unit Development (PUD) requested modifications:

BUILDING SETBACKS	REQUIRED MINIMUM SETBACKS M-2 DISTRICT	PROPOSED MINIMUM SETBACKS PUD PLAN*
FRONT YARD (Eldamain Road)	25'	150'
SIDE YARD (North/South)	Min. 10% of lot/Max. 20'	50'
REAR YARD (Beecher Road)	0'	60'

The petitioner is seeking to have the setbacks apply only to the boundary/perimeter of the subject property rather than each individual building on the site, although the petitioner anticipates subdividing the subject parcel into multiple lots. For the purposes of the perimeter setbacks, the petitioner is requesting Eldamain Road is the established front yard and Beecher Road is the established rear yard.

The petitioner seeking a zero (0) foot building setback for all yards on future plats for buildings within the data center campus, as Section 10-8-6-C-6.c(6) of the Unified Development Ordinance requires building setback lines on all lots. Staff is supportive of this request.

2. *Permitted Uses* - Per Table 10-3-12 (B) of the Yorkville Unified Development Ordinance (UDO), “data center” and “electric substation” are permitted land uses in the M-2 General Manufacturing District. Data centers are defined as Energy Industrial Uses per Table 10-3-12(B) in the Unified Development Ordinance. Use standards for Energy Industrial Uses are reserved for future regulations, if ever approved, under Section 10-4-10 in the Unified Development Ordinance.

The petitioner is seeking waiver of future standards adopted being applicable to this subject property after adoption of the Planned Unit Development. Staff is supportive of this request.

3. *Parking Requirements* - According to the Preliminary PUD Plan submitted, there are 432 total parking spaces with 27 ADA spaces to be provided on the property to accommodate the proposed nine (9) building data center campus and electric substation uses. However, the total required parking for the subject property is 736 spaces, including 15 ADA accessible spaces (2%). Additionally, per Section 10-5-1K-1 of the Unified Development Ordinance, a minimum of 15 electric vehicle charging stations is required.

The petitioner is requesting a variance from the UDO required 0.3 spaces per 1,000 to 0.2 spaces per 1,000. Staff is supportive of establishing a minimum parking standard in the PUD ordinance of no less than 400 off-street parking spaces for the data center campus based off of net floor area and a minimum of ten (10) electric vehicle charging stations. Further, staff recommends the difference in provided parking and required parking based off of net floor area shall be subject to Section 10-5-1-I Fee-In-Lieu of Off-Street Parking. This will be included as a condition of the special use for the PUD.

4. *Vehicular Cross Access* - Per Section 10-5-1-F of the Unified Development Ordinance, cross access between adjoining developments which minimizes access points along streets, encourages shared parking, and allows for vehicular access between land uses is required.

Due to the impracticality and security concerns of requiring the data center providing vehicular access to adjacent properties, the petitioner is seeking relief from providing cross access. Staff is supportive of this request.

5. *Pedestrian Circulation* - Per Section 10-5-1-N Pedestrian Circulation Standards of the Unified Development Ordinance required off-street parking areas to on-site pedestrian circulation systems and connection to existing and future planned trails.

The petitioner states that walkways between parking areas and building entrances will be provided on-site, however they seek a waiver for public access and connection to public sidewalks and bicycle trails due to the nature and security of the proposed land use. Staff is supportive of this request.

6. *Off-Street Loading* - Per Section 10-5-1-Q of the Unified Development Ordinance, the number of off-street shall be determined on a case-by-case basis, and in the instance of special uses, loading berths adequate number and size to serve such use, as determined by the Zoning Administrators, shall be provided.

The petitioner requests a minimum of one (1) off-street loading space per data center campus building on the subject property. Staff is supportive of this request.

7. *Landscaping* - Section 10-5-3 establishes landscape standards for new developments. The following landscape requirements would apply to this development: building foundation landscaping, parking area perimeter landscaping, parking area interior landscaping, and transition zone landscaping.

The petitioner has not submitted a landscape plan but are seeking relief from all minimum requirements. Staff recommends the petitioner provide a landscape plan that provides enhanced perimeter landscaping along Eldamain, Faxon, and Beecher Roads consistent with a Type (D) Transition Zone landscaping as provided in Section 10-5-3(F)(3) of the Unified Development Ordinance as depicted below:



Staff is amenable to relief from the parking area perimeter landscaping and some relief from the building foundation and parking area interior landscaping requirements, but a final landscape plan with specific requests for relief must be provided.

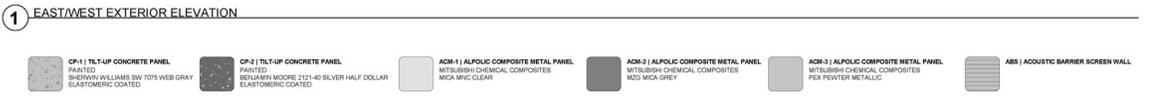
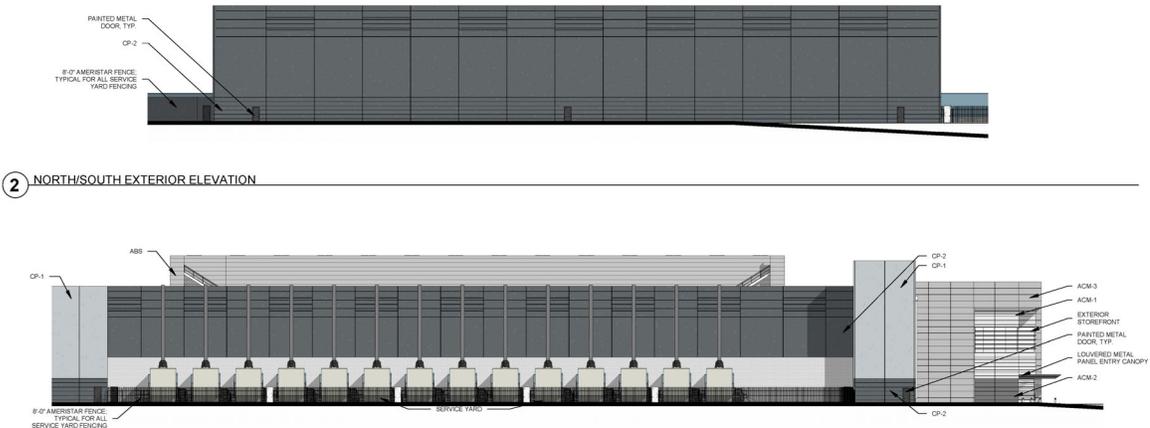
8. *Mechanical Screening* – Per Section 10-5-4 Screening of the Unified Development Ordinance, ground/wall-mounted and roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view. Petitioner is seeking to establish standards for screening both types of mechanical units.

Petitioner proposes to screen ground mounted mechanical equipment with vinyl fencing equal to the height of the generator units but excluding any stacks protruding above the unit. No screening is proposed for rooftop mechanical units. Staff has engaged a sound engineer, Nathan Sevenser of Soundscape Engineering, to evaluate the preliminary PUD plan, taking into consideration the surrounding existing and future land uses. The attached report dated June 6, 2024 addresses their findings related to potential noise generated by outdoor mechanical equipment. Based on the preliminary review, the engineer does believe with proper siting, equipment selection, noise control screening, compression wraps and other approaches it is possible for the data center campus to comply with the City's Noise Ordinance. The sound engineer will also review the petitioner's building permit applications for noise control design and analysis. Staff recommends this memorandum and review of the building permit by the sound engineer be included as an exhibit and condition of the special use for the PUD.

9. *Lots* – Per Section 10-7-2 requires all lots to conform with district standards and states all lots shall front or abut on a public street. Since the site has internal private roadways.

The petitioner is seeking waiver from the requirement for lots to have access on a public street due to the unique nature of the secure data center campus. Staff is supportive of this request.

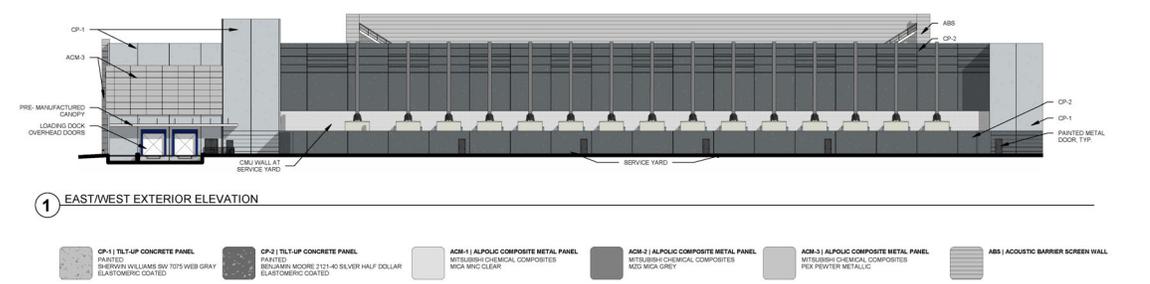
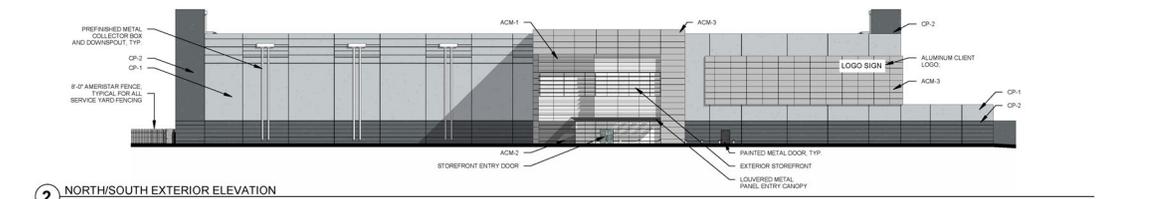
10. *Appearance Standards* - Per Section 10-5-8-C-4 Industrial Uses, masonry products or precast concrete shall be incorporated on at least fifty (50) percent of the total building. Any other facade that abuts a street shall incorporate masonry products or precast concrete. The use of masonry products or precast concrete is encouraged on the remaining facades. Where precast concrete panels or split face block is utilized, the use of colors, patterns, or other architectural features within these panels/blocks is encouraged. The petitioner has submitted exterior building elevations depicting structures with materials such as concert panels, metal panels, and acoustic barrier screen walls in hues of gray and pewter (see images below).



EXTERIOR ELEVATIONS



-1/32" = 1'-0" -



EXTERIOR ELEVATIONS



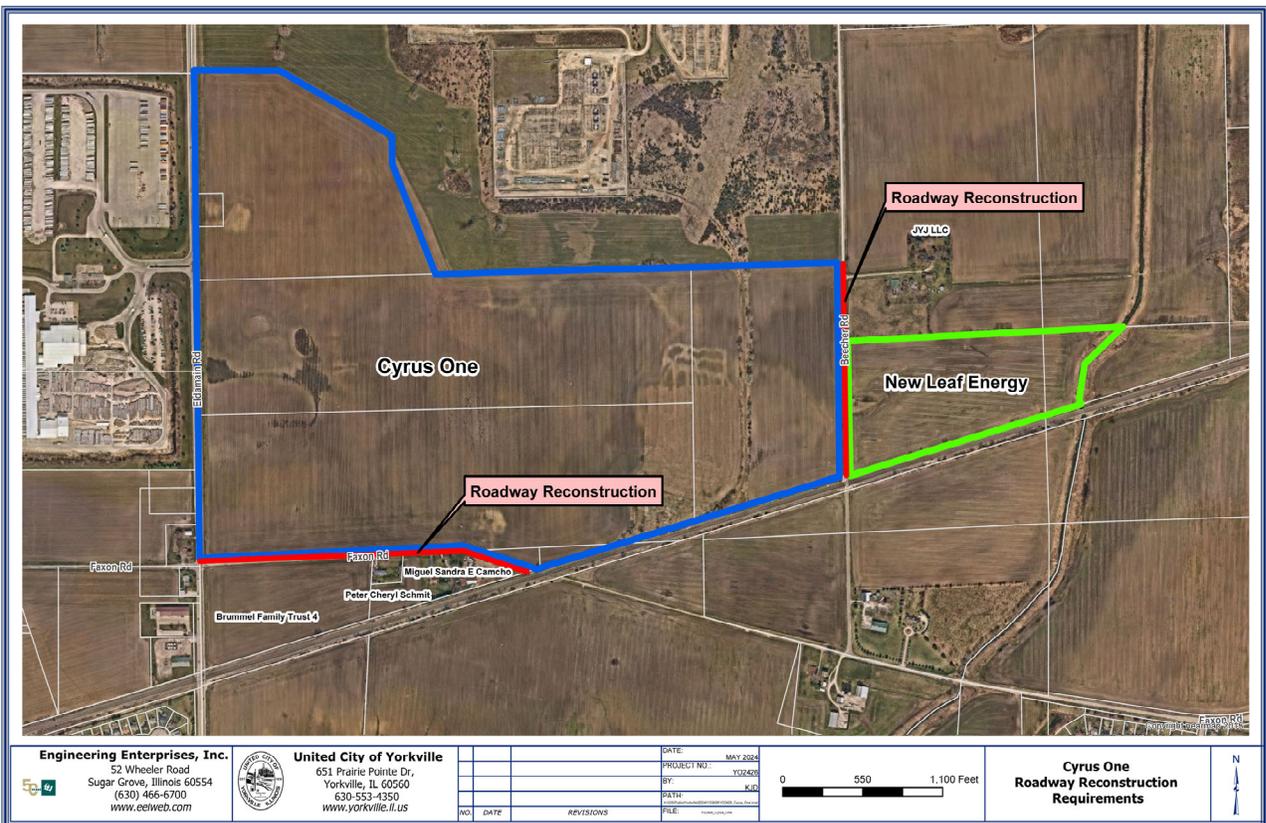
-1/32" = 1'-0" -

While the proposed materials and color palette are consistent with the Appearance Standards, Section 10-5-8-C-4b.(2) of the Unified Development Ordinance requires industrial buildings with facades greater than one hundred (100) feet in length shall incorporate recesses, projections, windows, or other ornamental/architectural features along at least thirty (30) percent of the length of the facade abutting a public street in an effort to break up the mass of the structure. The buildings fronting a public street are Buildings #1, #2, #3, #8 and #9.

Due to the increased building setback and recommended enhanced perimeter landscaping, the petitioner is seeking relief from this requirement. Staff is amenable to this request but may recommend additional visual architectural interest (such as metallic panels) along those building facades which front Eldamain Road is enhanced landscaping is not provided.

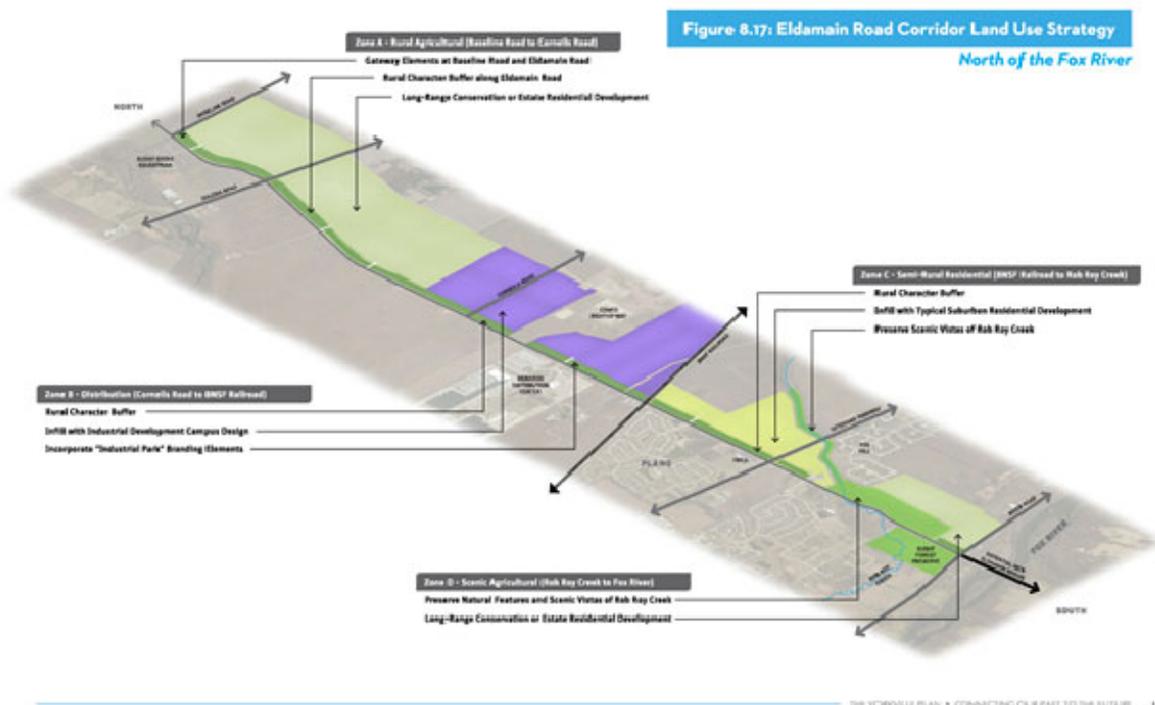
ROADWAY RECONSTRUCTION:

Per comments from the City Engineer in a review letter dated May 29, 2024, right-of-way dedication will be required along Faxon and Beecher Roads. The City will require eighty feet (80') of total right-of-way along these roadways. Additionally, Faxon and Beecher Roads are not built to City standards and will be required to be reconstructed per City Code. **This recommendation, along with all comments provided in the City Engineer’s review letter will be a condition of the special use for the Planned Unit Development.** A location of the required improvements is provided below:



COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates this property as “General Industrial” which is defined typically for a broad range of warehousing and manufacturing activities located adjacent to the Eldamain Corridor along the BNSF Railway line. Overall, staff supports the proposed PUD and its consistency with the proposed underlining zoning of M-2, but note the following recommendations from the Comprehensive Plan related to the subject property:



In Figure 8.17: Eldamain Road Corridor Land Use Strategy of the Yorkville 2016 Comprehensive Plan Update (North of the Fox River) the subject area is identified as “Zone B – Distribution (Cornells Road to BNSF Railroad)” meaning this area is recommended for modern industrial park incorporating branding and placemaking elements, as well as a 50’ to 100’ buffer to maintain the zone’s semi-rural visual character. The recommended enhanced perimeter landscaping along Eldamain Road for the proposed Preliminary Planned Unit Development Plan will accomplish this comprehensive plan goal.

STANDARDS FOR SPECIAL USE:

The Planning and Zoning Commission may recommend approval of a Special Use upon considering the following standards:

1. The establishment, maintenance or operation of the Special Use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within or near the neighborhood in which it is to be located.
3. The establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or shall be provided.
5. Adequate measures shall be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed Special Use is not contrary to the objectives of the City’s adopted Comprehensive Plan.

The petitioner has provided written responses to these standards which will be incorporated into the record during the public hearing.

STANDARDS FOR PLANNED UNIT DEVELOPMENT:

The Planning and Zoning Commission may recommend approval of a Planned Unit Development (PUD) upon considering the following standards (Section 10-8-8-E of the Unified Development Ordinance):

1. **Plan and Policy Alignment.** The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
2. **Integrated Design with Identifiable Centers and Edges.** The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
3. **Public Welfare.** The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
4. **Compatibility with Adjacent Land Uses.** The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
5. **Impact on Public Facilities and Resources.** The Planned Unit Development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The Planned Unit Development shall include such impact fees as may be reasonably determined by the City Council. These required impact fees shall be calculated in reasonable proportion to the impact of the Planned Unit Development on public facilities and infrastructure.
6. **Archaeological, Historical or Cultural Impact.** The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.

The petitioner has provided written responses to these standards which will be incorporated into the record during the public hearing.

STAFF COMMENTS:

The proposed Planned Unit Development and Preliminary PUD Plan are in general conformance with the standards provided in the Unified Development Ordinance. Staff recommends approval of the special use for Planned Unit Development (PUD) and the Preliminary PUD plan subject to the deviations requested by the petitioner and conditions stipulated in staff's memorandum.

PROPOSED MOTIONS:

1. *Special Use for Planned Unit Development*
In consideration of testimony presented during a Public Hearing on June 12, 2024 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for Special Use authorization of a Planned Unit Development for a data center campus to be located at the northeast corner of Faxon Road and Eldamain Road subject to the conditions enumerated in a staff memorandum dated June 4, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

2. Preliminary PUD Plan

The Planning and Zoning Commission recommends approval to the City Council of the Cyrus One – Yorkville, Illinois – Preliminary PUD Plan prepared by Olsson and dated May 21, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Memorandum prepared by Soundscape Engineering dated June 6, 2024
2. Copy of Petitioner's Application
3. Cyrus One – Yorkville, Illinois Preliminary PUD Plan dated May 21, 2024 prepared by Olsson
4. Exterior Elevations prepared by Corgan
5. EEI Review Letter to the City dated May 29, 2024
6. Plan Council Packet Materials 05-23-24
7. Public Hearing Notice

MEMORANDUM

June 6, 2024

To: Krysti J. Barksdale-Noble, Community Development Director, United City of Yorkville,
knoble@yorkville.il.us

From: Nathan Sevenser, INCE Bd.Cert

re: PZC 2024-15 Cyrus One proposed Data Center Campus and On-site Substation Development
Preliminary Comments on Potential Noise Transmission to Community

Per Soundscape Engineering's consulting services contract with the United City of Yorkville, I am providing the following preliminary comments regarding potential noise transmission from the proposed development of a data center campus with on-site substation to the surrounding community.

At this time, there is insufficient Project information available to allow calculation of noise transmission from the proposed Development to the surrounding community. However, based on my experience, review of the of the Preliminary PUD Plan, and the uses of the properties near the proposed site, I can provide the following comments for your consideration.

- Chapter 4 of the Yorkville Code of Ordinances restricts noise transmission to both residential and commercial land uses. The limit on sound transmission to residential land uses during the nighttime is the most restrictive. Since the proposed Data Center Campus can be expected to operate during both daytime and nighttime, nighttime sound level limits will need to be considered when evaluating noise transmission from the proposed Data Center Campus.
- There are large residential developments to the Southeast and Southwest of the proposed Data Center Campus, but they are not immediately adjacent. The distance between the proposed Data Center Campus and these residences will be beneficial. There are, however, several single-family residences very near the proposed Data Center Campus. These residences are located immediately across the road to the West, South, and East of the proposed Data Center Campus.
- In my experience, the primary noise sources associated with Data Centers are the electrical power generators and the cooling equipment. The Applicant should provide a noise impact assessment report for review by the City. The report should describe how the assessment was performed, list the specific noise generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met.
- The Applicant should note, in particular, that the Noise Ordinance includes a sound level limit penalty for noise that is tonal in character. Some types of cooling equipment, such as chillers, emit tonal noise.

- Based on my noise control engineering experience, it should be possible for the Data Center Campus to comply with the City's Noise Ordinance, if noise control is considered during the selection and siting of cooling equipment and power generators. Depending on siting and equipment types, noise control screening, compressor wraps, or other approaches may be needed for the outdoor cooling equipment and noise control enclosures and mufflers will most likely be needed for the generators.

****END OF MEMORANDUM****



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

INTENT AND PURPOSE

Planned Unit Developments (PUD) are unique and differ substantially from conventional subdivisions. Therefore they require administrative processing as "special uses". PUD's are a complex type of special use, potentially consisting of various land uses and design elements, requiring the establishment of more specific procedures, standards and exceptions from the strict application of the zoning district regulations. Under this procedure, well-planned residential, industrial/manufacturing, commercial and other types of land uses, individually or in combination, may be developed with design flexibility allowing for full utilization of the topographical and environmental characteristics of the site.

This packet explains the process to successfully submit and complete an Application for Planned Unit Development. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the PUD process, please refer to "Title 10, Chapter 8: Planned Unit Developments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

PRE-APPLICATION CONFERENCE

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must contact the City Administrator or designee to arrange a pre-application conference. The pre-application conference is an informal discussion of the proposed PUD plan. City staff shall review and provide input on the proposal's compatibility with the goals and policies of the City. The staff will also decide whether the existing zoning and land use in the general area of the PUD is appropriate. No commitments will be made, nor will any statements or opinions made by the staff be considered binding.

STEP 2

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

STEP

3

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

STEP

4

CONCEPT PUD PLAN REVIEW

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

This step is optional at the discretion of the petitioner.

The petitioner may request informal feedback of the overall PUD concept plan by the City Council at a regularly scheduled public meeting. The items submitted shall include:

- Application
- Appropriate filing fee
- Aerial photograph
- Zoning plat
- Written explanation of the general character of proposed PUD
- Written description of general site information
- Conceptual PUD sketch or land plan

The City Council will conduct an informal review of the conceptual PUD plan and provide the petitioner with general comments.

STEP

5

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner may present a preliminary PUD plat, final PUD plat, or both.

The petitioner must present the proposed PUD Preliminary Plat and/or Final Plat to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP

6

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner may present a preliminary PUD plat, final PUD plat, or both.

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

STEP 7

**CITY
 COUNCIL**

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner may present a preliminary PUD plat, final PUD plat, or both.

The petitioner will attend the City Council meeting where the recommendation of the variance will be considered. City Council will make the final approval of the PUD plat. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- Signed and Notarized Application
- Required Plans, Exhibits, and Fees
- Certified Mailing of Public Notice
- Signed Certified Affidavit of Mailings
- Attendance at All Meetings

CITY STAFF

- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording

SAMPLE MEETING SCHEDULE

MONTH 1

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Plan Council Meeting

MONTH 2

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Economic Development
 Committee

MONTH 3

Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Planning & Zoning Commission
 Public Hearing

MONTH 4

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Council

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

This is a sample of what a schedule may look like after submission. The Step 1 and Step 2 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



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APPLICATION INVOICE WORKSHEET

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$200 = \$ \underline{\hspace{2cm}}$ Total Amount
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 2,750.00
	$\underline{280} - 5 = \underline{275}$ # of Acres Acres over 5	$\times \$10 = \underline{2,750}$ Amount for Extra Acres	$+ \$0 = \$ \underline{2,750}$ Total Amount
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
PUD FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input checked="" type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 10,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:		Total: \$ 5,000.00
	<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	
TOTAL AMOUNT DUE:			18,750.00



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

DATE: 4/15/2024	PZC NUMBER:	DEVELOPMENT NAME:	
PETITIONER INFORMATION			
NAME: John Hatem		COMPANY: C1 Yorkville LLC	
MAILING ADDRESS: 2820 N. Harwood St., Ste. 2200			
CITY, STATE, ZIP: Dallas, TX 75201		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (469) 289-2037	
EMAIL: jhatem@cyrusone.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Yorkville Nexus LLC			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: n/a			
PROPERTY STREET ADDRESS: NEC of Eldamain Road and Faxon Road			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: NEC of Eldamain Road and Faxon Road			
CURRENT ZONING CLASSIFICATION: M-2 General Manufacturing District		REQUESTED ZONING CLASSIFICATION: M-2	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: M-2		TOTAL ACREAGE: 228.93	
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kendall County A1			
EAST: Kendall County A1-SU			
SOUTH: Kendall County A1-SU			
WEST: City of Plano M-2 General Manufacturing District			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-18-300-004	02-18-300-001		
02-19-100-004	02-18-300-002		
02-19-100-005	02-18-400-004		
02-18-300-003			



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PROPERTY INFORMATION

IS THE PROPERTY WITHIN CITY LIMITS?

YES NO

DOES A FLOODPLAIN EXIST ON THE PROPERTY?

YES NO

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

PUD STANDARDS

PLEASE STATE IN WHAT RESPECT DOES THE DESIGN OF THE PLANNED UNIT DEVELOPMENT MEET THE REQUIREMENTS AND DESIGN STANDARDS OF THE DEVELOPMENT STANDARDS AND DESIGN CRITERIA SET FORTH IN THE YORKVILLE MUNICIPAL CODE:

See attached Petition.

PLEASE STATE THE EXTENT TO WHICH THE PROPOSED PLAN DEVIATES AND/OR REQUIRES WAIVERS OF THE BULK REGULATIONS IN THE ZONING ORDINANCE AND HOW THE MODIFICATIONS IN DESIGN STANDARDS FROM THE SUBDIVISION CONTROL REGULATIONS FULFILL THE INTENT OF THOSE REGULATIONS:

See attached Petition.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PUD STANDARDS

PLEASE STATE THE EXTENT OF PUBLIC BENEFIT PRODUCED BY THE PLANNED UNIT DEVELOPMENT, SUCH AS, BUT NOT LIMITED TO, THE ADEQUACY OF COMMON OPEN SPACE AND/OR PUBLIC RECREATIONAL FACILITIES PROVIDED; SUFFICIENT CONTROL OVER VEHICULAR TRAFFIC; PROVISION OF PUBLIC SERVICES; PROVISION AND PROTECTION OF THE REASONABLE ENJOYMENT OF THE LAND:

See attached Petition.

PLEASE STATE THE RELATIONSHIP AND COMPATIBILITY, BENEFICIAL OR ADVERSE, OF THE PLANNED UNIT DEVELOPMENT TO THE ADJACENT PROPERTIES AND NEARBY LAND USES:

See attached Petition.

PLEASE STATE THE EXTENT TO WHICH THE PLANNED UNIT DEVELOPMENT FULFILLS THE OBJECTIVES OF THE FUTURE PLANNING OBJECTIVES OR OTHER PLANNING POLICIES OF THE CITY:

See attached Petition.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

See attached Petition.

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

See attached Petition.

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

See attached Petition.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

See attached Petition.

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

See attached Petition.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:



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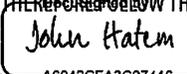
APPLICATION FOR PLANNED UNIT DEVELOPMENT

ATTORNEY INFORMATION	
NAME: Russell Whitaker	COMPANY: Rosanova & Whitaker, Ltd.
MAILING ADDRESS: 445 Jackson Ave., Suite 200	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 630-355-4600
EMAIL: russ@rw-attorneys.com	FAX:
ENGINEER INFORMATION	
NAME: Jason Cobb	COMPANY: Olsson
MAILING ADDRESS: 11600 Broadway Extension, Suite 300	
CITY, STATE, ZIP: Oklahoma City, OK 73114	TELEPHONE: 405-206-8122
EMAIL: jcobb@olsson.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
_____ PETITIONER SIGNATURE	_____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
<u>Matt B. Gill</u> OWNER SIGNATURE	<u>4/11/2024</u> DATE
<p>THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:</p> <p><u>Mark Monthofer</u></p>	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>MARK MONTHOFER NOTARY PUBLIC Glynn County State of Georgia My Comm. Expires June 12, 2027</p> </div>	



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

ATTORNEY INFORMATION	
NAME: Russell Whitaker	COMPANY: Rosanova & Whitaker, Ltd.
MAILING ADDRESS: 445 Jackson Ave., Suite 200	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 630-355-4600
EMAIL: russ@rw-attorneys.com	FAX:
ENGINEER INFORMATION	
NAME: Jason Cobb	COMPANY: Olsson
MAILING ADDRESS: 11600 Broadway Extension, Suite 300	
CITY, STATE, ZIP: Oklahoma City, OK 73114	TELEPHONE: 405-206-8122
EMAIL: jcobb@olsson.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
 _____ <small>AG042CFA38097416...</small> PETITIONER SIGNATURE	16 April 2024 _____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
_____ OWNER SIGNATURE	_____ DATE
<p>THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:</p>	

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, _____, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached list** is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20____.

Signature of Petitioner(s)

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:	
SITE ADDRESS: NEC of Eldamain Road and Faxon Road		PARCEL NUMBER: See Below	
SUBDIVISION:		LOT/UNIT:	
APPLICANT INFORMATION			
NAME: Bradd Hout		TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS 312-446-4605	
ADDRESS: 2820 N. Harwood St., Ste. 2200		E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS bhout@cyrusone.com	
CITY, STATE, ZIP: Dallas, TX 75201		FAX:	
SIGN INFORMATION			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>			
_____ SIGNATURE/AUTHORIZED AGENT		_____ DATE	
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	



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APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

INTENT AND PURPOSE

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards. PUD Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the City. This application is used to submit new preliminary plans and final plats but may also be used to amend existing documents.

This packet explains the process to successfully submit and complete an Application for PUD Preliminary Plan & Final Plat. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP

2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- Signed and Notarized Application
- Required Plans, Exhibits, and Fees
- Certified Mailing of Public Notice
- Signed Certified Affidavit of Mailings
- Attendance at All Meetings

CITY STAFF

- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

SAMPLE MEETING SCHEDULE

MONTH 1							MONTH 2							MONTH 3							MONTH 4						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
Plan Council Meeting							Economic Development Committee							Planning & Zoning Commission Public Hearing							City Council						
Meeting Date							Updated Materials Submitted for Meeting							Public Notice Mailing Window													

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



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APPLICATION INVOICE WORKSHEET

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$200 = \$ \underline{\hspace{2cm}}$ Total Amount
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 2,750.00
	$\underline{280} - 5 = \underline{275}$ # of Acres Acres over 5	$\times \$10 = \underline{2,750}$ Amount for Extra Acres	$+ \$0 = \$ \underline{2,750}$ Total Amount
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
PUD FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input checked="" type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$ 10,000.00
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:		Total: \$ 5,000.00
	<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	
TOTAL AMOUNT DUE:			18,750.00



United City of Yorkville
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 Telephone: 630-553-4350
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APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: Russell Whitaker	COMPANY: Rosanova & Whitaker, Ltd.
MAILING ADDRESS: 445 Jackson Ave., Suite 200	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 630-355-4600
EMAIL: russ@rw-attorneys.com	FAX:
ENGINEER INFORMATION	
NAME: Jason Cobb	COMPANY: Olsson
MAILING ADDRESS: 11600 Broadway Extension, Suite 300	
CITY, STATE, ZIP: Oklahoma City, OK 73114	TELEPHONE: 405-242-6600
EMAIL: jcobb@olsson.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
_____ PETITIONER SIGNATURE	_____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
<i>Matt Bell</i> _____ OWNER SIGNATURE	<i>4/11/2024</i> _____ DATE
 <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>MARK MONTHOFER NOTARY PUBLIC Glynn County State of Georgia My Comm. Expires June 12, 2027</p> </div>	



United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
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APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: Russell Whitaker	COMPANY: Rosanova & Whitaker, Ltd.
MAILING ADDRESS: 445 Jackson Ave., Suite 200	
CITY, STATE, ZIP: Naperville, IL 60540	TELEPHONE: 630-355-4600
EMAIL: russ@rw-attorneys.com	FAX:
ENGINEER INFORMATION	
NAME: Jason Cobb	COMPANY: Olsson
MAILING ADDRESS: 11600 Broadway Extension, Suite 300	
CITY, STATE, ZIP: Oklahoma City, OK 73114	TELEPHONE: 405-242-6600
EMAIL: jcobb@olsson.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
AGREEMENT	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p>	
<p style="text-align: center;"><u>John Hatem</u></p> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> PETITIONER SIGNATURE	<p style="text-align: center;">April 16, 2024</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> OWNER SIGNATURE	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DATE



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 Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: NEC of Eldamain Road and Faxon Road
-----------------	----------------------	---

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: John Hatem COMPANY: C1 Yorkville LLC

MAILING ADDRESS: 2820 N. Harwood St., Ste. 2200

CITY, STATE, ZIP: Dallas, TX 75201 TELEPHONE: (469) 289-2037

EMAIL: jhatem@cyrusone.com FAX:

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

John Hatem

EVP & COO

PRINT NAME

TITLE

DocuSigned by:

 A6042CFA3C97418...

April 16, 2024

SIGNATURE*

DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		



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APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:	
SITE ADDRESS: NEC of Eldamain Road and Faxon Road		PARCEL NUMBER: See Below	
SUBDIVISION:		LOT/UNIT:	
APPLICANT INFORMATION			
NAME: Bradd Hout		TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS 312-446-4605	
ADDRESS: 2820 N. Harwood St., Ste. 2200		E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS bhout@cyrusone.com	
CITY, STATE, ZIP: Dallas, TX 75201		FAX:	
SIGN INFORMATION			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>			
SIGNATURE/AUTHORIZED AGENT _____		DATE _____	
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)
)
UNITED CITY OF YORKVILLE)

PETITION FOR SPECIAL USE AND PLANNED UNIT DEVELOPMENT APPROVAL

THE UNDERSIGNED Petitioner, C1 Yorkville, LLC, a Delaware limited liability company (hereinafter the “**Petitioner**”), respectfully petitions the United City of Yorkville (the “**City**”) to grant a special use for planned unit development with development allowances as detailed on the plans submitted herewith for the Property (as defined below).

BACKGROUND INFORMATION

1. The owner of the Property is Yorkville Nexus LLC, an Illinois limited liability company (“**Owner**”);
2. The Petitioner is C1 Yorkville, LLC, a Delaware limited liability company, having an office located at 2820 N. Harwood Street, Suite 2200, Dallas, TX 75201.
3. Petitioner is the contract purchaser of the Property or is an affiliated entity of the contract purchaser of the Property;
4. The Property consists of +/- 228 acres located at the northeast corner of Eldamain Road and Faxon Road in the City, which property is legally described on **Exhibit A**, attached hereto and made a part hereof (the “**Property**”) and depicted on the Preliminary PUD Plan attached as **Exhibit B** (hereinafter the “**Preliminary Plan**”);
5. The Property was originally annexed to the City pursuant to Ordinance No. 2005-48 on May 24, 2005;
6. The Property is zoned M-2 General Manufacturing District under the Unit City of Yorkville Unified Development Ordinance (the “**Code**”);

7. Petitioner seeks to develop the Property as a secure data center campus with an onsite electrical substation (the “**Data Center Campus**”) as generally depicted on the Preliminary Plan;

8. The Data Center Campus will be developed in phases, over what Petitioner estimates to be a ten to twenty year period;

9. The planned unit development will establish standards which will govern the phased development of the Data Center Campus;

10. As a Data Center Campus, the Property will be used for up to nine (9), stand-alone building facilities comprised of networked computers, storage systems, and computing infrastructure used to assemble, process, store and disseminate data, along with an onsite electrical substation to provide electricity to such facilities; and

11. Petitioner has submitted the appropriate supporting details for approval of the special use and Planned Unit Development as set forth herein.

PROJECT SUMMARY

Petitioner is a wholly owned subsidiary of CyrusOne. CyrusOne is a leading global data center developer and operator specializing in delivering state-of-the-art digital infrastructure solutions that serve some of the world’s foremost technology companies. CyrusOne currently owns and operates a multi-building data center campus in Aurora at 2905 Diehl Road (hereinafter the “**C1 Facility**”). The C1 Facility, purchased by an affiliate of CyrusOne in 2016 and expanded in subsequent years, is a collection of mission-critical buildings that have been a welcome addition to the City of Aurora, ultimately leading to significant additional development in the area. The data center’s use is low-impact in terms of demand on public resources, but generates significant tax revenues due to the unique electric demands of the facility.

The proposed Data Center Campus, as depicted on the Preliminary Plan, will allow CyrusOne to expand its footprint in the Chicagoland region beyond its existing C1 Facility for the express purpose of meeting the growing demand of its customer base. The relative proximity of the regional facilities will provide an efficient operation for both the operator of the facility and for tenants who intend to expand into the new Data Center Campus. Located on approximately 228 acres, the proposed Data Center Campus will consist of up to nine (9) separate data center building facilities and an electrical substation. Improvements to the Data Center Campus will be constructed in up to nine (9) phases as generally depicted in the Preliminary Plan. In the first phase of construction, Petitioner will install all necessary utilities and site infrastructure to service the first phase of the project, including the electrical substation, as well as building 4, detention ponds 3 and 5, the primary access road and security checkpoint, as well as on-site parking for building 4 and perimeter fencing for the Data Center Campus. Construction of each building generally requires approximately one (1) year to eighteen (18) months to bring online. Petitioner estimates that the ultimate build-out of the Data Center Campus will take ten to twenty years, depending on market conditions.

There are up to four (4) secure points of access to the Data Center Campus. Two (2) of access points are intended to exclusively service the onsite electrical substation, which will generate very infrequent traffic. These access points will be locked, only providing access to ComEd officials and EMS teams. The substation access points are located at the northeast and northwest corners of the Property, providing alternative access from Beecher Road and Eldmain Road. If it is determined that ComEd requires only one access point to the substation, then one of the two (2) access points may be eliminated.

The buildings within the Data Center Campus will be accessed exclusively from the two southern access points on Eldamain Road. The central access driveway will serve as the primary means of ingress and egress to the buildings. This driveway will be improved with a guard stand and a series of gates to maintain necessary levels of security within the Data Center Campus. This primary point of access allows a vehicle to enter the campus through an automatic, electric fence, wherein identification and access credentials are required at a security checkpoint to proceed through in order to access the buildings within the Data Center Campus. Visitors who are not granted access to the campus are directed to exit the premises through the southwesternmost access drive back to Eldamain Road. The internal pavement section north of the southwesternmost access point provides ample room to facilitate security operations without negatively impacting traffic on the public roadway (Eldamain Road). To secure the Data Center Campus, Petitioner proposes an approximately eight foot (8') perimeter security fence as delineated on the Preliminary Plan. A spec for the security fence is included with the submittal materials. The security fence will also encompass the proposed electric substation.

Like the C1 Facility, the façade of the buildings to be constructed on the Data Center Campus incorporate architectural treatment atypical of traditional warehouse or industrial buildings. The proposed glazing, façade articulation, precast concrete walls and metal building components are representative of the extraordinary investment in the campus, which consists of nine (9) buildings, the first of which is anticipated to come online in 2026, subject to power availability, with each subsequent building completed each year thereafter. The building height is measured at fifty feet (55') to the surface of the flat roof, a spec of which is included with the submittal materials. Rooftop equipment extends up to a maximum height of 75 feet. The actual and specific heights of the buildings and rooftop equipment will vary over time as changes are

made to CyrusOne's standard building specifications or if other specific building changes are dictated by their customers.

**STANDARDS FOR SPECIAL USE APPROVAL FOR A PLANNED UNIT
DEVELOPMENT PURSUANT TO UDO SECTION 10-8-5. D.**

1. *The establishment, maintenance or operation of the Special Use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*

The proposed development of the Property as a Data Center Campus will promote the public health, safety, morals, comfort and general welfare of the City. The Property was originally annexed and zoned in the City in 2005. Despite the underlying zoning, the Property has sat fallow, without productive use consistent with the underlying zoning district for nearly 20 years. The proposed use of the Property as a Data Center Campus is a permitted use consistent with the underlying zoning. The proposed development of the Property will facilitate substantial investment in the City that will produce new construction jobs, long-term employment opportunities, and significant new tax revenue streams. The investment in the Data Center Campus will establish the City as a competing regional leader in data center capacity for future tenants and position the community as an employment base within a new and growing sector of the economy.

2. *The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within or near the neighborhood in which it is to be located.*

The parcel to the north of the Property is located in unincorporated Kendall County and is occupied by ComEd for use as a transfer station, aligning with the proposed location of the electric substation to be constructed in connection with the Data Center Campus. The parcel to the west of the Property is beyond the jurisdictional boundaries of the City, located within the City of Plano and occupied by Menards for warehousing purposes, aligning with the general manufacturing zoning use of the Property. The parcel to the south of the Property is located in unincorporated

Kendall County and is used for agricultural purposes. The parcel to the east of the Property was annexed to the City in 2023 and occupied by New Leaf Energy and used as a solar farm, which is compatible to other M-2 General Manufacturing uses. The proposed use of the facility, as a Data Center Campus, is a “permitted use” in the underlying zoning district.

The development of a data center represents a unique level of investment. Data center developers are attracted to certain locations due to existing utility infrastructure. Still, existing infrastructure is typically insufficient to support the ultimate requirements of a data center (electric load in particular), so development of a data center typically entails significant new private investment in upgrades to utility infrastructure. The ultimate development, which is typically backed by institutional investment, results in uniquely high values within a sub-market. These values bolster revenue streams for local governmental jurisdictions that rely heavily on property taxes. By way of comparison, the C1 Facility has an assessed value of nearly \$16,000,000, or approximately \$350,000 per acre. Accordingly, the investment and accompanying Data Center Campus and electrical substation improvements Petitioner proposes to construct on the Property will vastly increase values of adjacent properties, not impair or diminish them.

3. *The establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*

The City’s Code specifically identifies a “data center” as a “permitted use” in both the M-1 and M-2 zoning districts. In other words, the City has already deemed a “data center” as an appropriate use of the Property. It is not the use of the Property as a “data center” that necessitates a “special use,” but it is Petitioner’s request for a planned unit development that establishes comprehensive standards for the phased development of multiple data centers within a campus-like setting that necessitates the special use. As Petitioner makes significant long-term investment

with the initial phase of development for the Data Center Campus, the special use for a planned unit development will provide Petitioner with a long-term guaranty that the standards for future phases of project are not subject to legislative change. The framework for development that is set forth in the planned unit development will not impede normal and orderly development of surrounding properties. Quite to the contrary, the planned unit development will provide a clear framework for the intended improvement of the Property thereby providing surrounding property owners with clear direction that may help facilitate the improvement of their properties.

The City's Comprehensive Plan, adopted in 2016, specifically references the development of the Property (referred to as the "Lincoln Prairie Industrial Properties") in its vision strategy, stating that "...future Industrial development should occur as a planned industrial subdivision, similar to the Yorkville Business Center...". The direction provided in the Comprehensive Plan aligns with the M-1 zoning of the Property. Both the Comprehensive Plan and the underlying zoning are consistent with the proposed development of the Property as a Data Center Campus.

4. *Adequate utilities, access roads, drainage or other necessary facilities have been or shall be provided.*

The Property is generally well-positioned in terms of access and utilities.

The means of ingress/egress to the Data Center Campus is specifically outlined above. Based on Petitioner's international experience with development of data center facilities, Petitioner believes that the proposed ingress/egress will sufficiently service the intended use of the Property. Internal to the Property, Petitioner has designed a series of drive aisles which are essential to the function and security requirements for the Data Center Campus. Due to the security associated with the Data Center Campus, all of these drive aisles will be privately owned, operated and maintained. The private ownership of this road network significantly reduces the development's impact on public facilities, as the City will have no internal public roadway that it will be

responsible for owning and maintaining. Necessary and appropriate easements will be granted at final plat to ensure perpetual private rights of access and other utility easements, including water line easements as reflected on the Preliminary Plan.

Petitioner's civil engineer has designed a series of stormwater management basins consistent with applicable stormwater regulations. These stormwater management basins will be improved with native vegetation. The naturalized stormwater basins will provide open space and establish new habitat. The deep-rooted native vegetation will minimize erosion and promote infiltration, providing new ecological benefits.

Petitioner is coordinating the extension of municipal sanitary and water services with City staff. The extension of these public services represents a significant up-front cost to be borne by Petitioner. While the cost of utility extensions will be subject to reimbursement, the size and scale of the investment undertaken by Petitioner is extraordinary. The Petitioner's extension of public infrastructure will position other property in the area for additional investment.

5. *Adequate measures shall be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.*

Based on Petitioner's international experience with development of data center facilities, Petitioner designed an efficient and appropriately security means of ingress/egress to the Data Center Campus. The proposed ingress/egress utilizes a significant setback from the Eldamain right-of-way to ensure that queuing at the security entrance to the Data Center will not result in back-up of traffic onto the public streets. Internal to the campus, the drive aisles and gating systems are appropriately sized and spaced not only for traffic entering the campus, but to handle vehicles which are not admitted to the campus. Along Eldamain, the northernmost access to the substation is aligned with ingress/egress to the adjacent industrial development. The central and southern access points, which will handle ingress/egress to the buildings located in the Data Center

Campus, are appropriately spaces between competing access points. Petitioner has engaged a traffic engineer to prepare a traffic study to confirm capacity of the roadways. The traffic study will be provided to the City upon completion.

6. The proposed Special Use is not contrary to the objectives of the City's adopted Comprehensive Plan.

The City adopted its most current Comprehensive Plan in 2016. According to the Comprehensive Plan, to accomplish the future development of the City's industrial areas, the community planning objectives include: (i) removing barriers to industrial area investment and facilitating development through the use of incentives and regulatory relief; (ii) concentrating industrial attraction efforts in near-term industrial areas, such as the Yorkville Business Center and the Fox Industrial Park; (iii) facilitating redevelopment of industrial areas to accommodate industrial uses of different sizes and to achieve more modern office park settings; and (iv) encouraging best practices in industrial building/park design, stormwater management, landscape buffering and placemaking. The Comprehensive Plan identifies five (5) industrial areas with developable land, which include the Property. By granting the special use for a planned unit development to permit the use and construction of the proposed Data Center Campus on the Property, the City is advancing the objectives of the Comprehensive Plan in facilitating industrial development through regulatory relief. Additionally, granting the special use for the development of the Data Center Campus accomplishes a long-range goal in the immediate future (reflected on Table 5.2) for the development of Healey Asphalt/Lincoln Prairie, given the "slack in demand" as expressly cited by the Comprehensive Plan.

Furthermore, the Comprehensive Plan specifically references the development of the Lincoln Prairie Industrial Properties in its vision strategy, stating that "..future Industrial development should occur as a planned industrial subdivision, similar to the Yorkville Business

Center...”. Accordingly, the proposed Special Use is not contrary to the objectives of the City’s Comprehensive Plan, but further accomplishes its objectives in the near-term.

**REVIEW STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENT
PURSUANT TO UDO SECTION 10-8-8. E.**

1. ***Plan and Policy Alignment.** The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.*

As stated hereinabove, the proposed Planned Unit Development for the Data Center Campus is consistent with the objectives of the City’s Comprehensive Plan. The Comprehensive Plan specifically references the development of the Lincoln Prairie Industrial Properties in its vision strategy, stating that “..future Industrial development should occur as a planned industrial subdivision, similar to the Yorkville Business Center...”. By granting Petitioner’s request for a planned unit development, the City accomplishes this goal in the near term, much in advance of the long-term strategy outlined in it Comprehensive Plan. By approving development of the Property as a planned unit development, the City ensures the coordinated and thoughtful planning of a large-scale industrial property and establishes a framework for the type of phased investment that is generally required for a development of this size and scale.

2. ***Integrated Design with Identifiable Centers and Edges.** The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.*

The Preliminary Plan is laid out and shall be developed as a unit in accordance with an integrated overall design, in which the two (2) land uses function as a cohesive whole and support one another; one for the electric substation and the other for data center building uses. As reflected on the Preliminary Plan, a new electric substation will be developed as a critical component of the

project in order to provide the necessary electricity to the nine (9) phased buildings to be constructed on the Property. This design provides an identifiable center for which the substation is located. The focal areas of the project are the nine (9) data center buildings with allocated parking and access driveways, which form focus areas of activity. The edges of the Data Center Campus are defined by the access driveways and stormwater ponds that provide the necessary and appropriate drainage for the impervious surfaces and as required by the Code, creating a harmonious grouping of buildings, uses, facilities.

3. ***Public Welfare.*** *The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.*

The proposed development of the Property as a Data Center Campus as a Planned Unit Development will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare. The design and operation of data centers does not impact the vast supply of light or air. Notably, physical improvements to the Property are located toward the core of the Property. Planned setbacks are significantly greater than what is required under the zoning ordinance. Moreover, Petitioner has generally located open space in the form of stormwater detention basins around the perimeter of the Property. The proposed configuration of the buildings ensures that the planned unit development will not impair the supply of light and air nor increase the danger of fire to adjacent property.

4. ***Compatibility with Adjacent Land Uses.*** *The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.*

The establishment of Planned Unit Development for the Property consisting of the Data Center Campus is generally compatible with and consistent with the uses of adjacent parcels. As previously provided herein, the parcel to the north of the Property is located in unincorporated Kendall County and is occupied by ComEd for use as a transfer station, which aligns with the proposed location of the substation to be constructed in connection with the Data Center Campus. The parcel to the west of the Property is beyond the jurisdictional boundaries of the City and is located within the City of Plano, being used and occupied by Menard's for warehousing purposes, aligning with the current general manufacturing and industrial zoning use of the Property. The parcel to the south of the Property is located in unincorporated Kendall County and is used for agricultural purposes. The parcel to the east of the Property is occupied by New Leaf Energy for a solar farm, which is considered by the City Code to be compatible to an industrial use. In connection with the development of the Property, building setbacks will significantly exceed City Code requirements. Perimeter landscaping and stormwater improvements will also create natural buffer feature, further protecting the current and future uses on adjacent properties.

5. ***Impact on Public Facilities and Resources.*** *The Planned Unit Development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The Planned Unit Development shall include such impact fees as may be reasonably determined by the City Council. These required impact fees shall be calculated in reasonable proportion to the impact of the Planned Unit Development on public facilities and infrastructure.*

The Planned Unit Development of the proposed Data Center Campus is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. Petitioner's civil engineer has designed a series of stormwater management basins, which will handle runoff from impervious surfaces. Roadway access has been discussed at length herein. While public utilities are not presently available at the Property, Petitioner and City staff have been coordinating on a plan to extend utilities to and through the Property. The

extension of public utilities through the Property represents a significant investment which will help position other properties in the immediate area for development. A new electric substation will be developed as a critical component of the project. The development of the proposed Data Center Campus as a Planned Unit Development will not pose a significant burden on public facilities and infrastructure, but will improve public facilities and infrastructure in a manner that will likely facilitate additional investment on nearby properties.

6. *Archaeological, Historical or Cultural Impact. The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.*

The proposed Data Center Campus as a Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development. Petitioner has/will undertake necessary and appropriate studies to evaluate wetlands/waters, threatened/endangered species, and historical resources. Petitioner will coordinate necessary approvals with the City as a condition to the construction of improvements to the Property.

REQUIRED DEVIATIONS FROM UNIFORM DEVELOPMENT ORDINANCE

1. **Table 10-3-9(A) Bulk and Dimensional Standards.** In accordance with the City's Code, required setbacks are as follows: Front: 25'; Side: 20'; Rear: 0'. Petitioner seeks a deviation to measure setbacks only to the boundary of the Property. Petitioner anticipates future subdivision of the Property into multiple parcels and seeks a waiver of any setback requirement between property lines internal to the Property (i.e. between buildings 1 and 2). For purposes of applying setbacks, Eldamain Road shall be the front setback. Beecher Road shall be the rear setback. The north and south property lines of the Property shall be side yards.
2. **Chapter 10-4-10 Energy Industrial Uses.** Under the City's Code, a data center is defined as an Energy Industrial Use. The City has not established specific use standards for Energy Industrial Uses, which include data centers. As such, the proposed Data Center Campus is not presently subject to any use standards under Chapter 4 of the City's Code. No use

standards adopted after the approval of the planned unit development shall be applicable to the Property.

3. **Table 10-5-1(H)(5) Minimum Parking Requirement.** In accordance with the City's Code, the minimum parking requirements are 0.3 spaces per 1,000 square feet. Petitioner hereby requests a variance from the Code to 0.2 spaces per 1,000 square feet. Petitioner's average building is 287,400 square feet, requiring 57 spaces per building and is closely aligned with Petitioner's actual need per building, calculated to be approximately 54 spaces per building. Parking within the Data Center Campus shall not be calculated on a lot-by-lot basis, but shall be shared between buildings/lots that comprise the Data Center Campus. To the extent that the security needs of a lot/building dictate that access to the parking for said lot/building is restricted solely for the use of the occupant of said building, the parking allocated to said lot/building shall not be counted toward the required minimum parking provided for the rest of the buildings in the Data Center Campus.
4. **10-5-1(F) Cross Access.** The City's Code requires cross access between adjoining developments. Given the unique security constraints associated with the use and operation of a Data Center Campus, all cross-access requirements shall be waived with respect to the Property.
5. **10-5-1 (N) Pedestrian Circulation.** The City's Code requires pedestrian walkways between buildings. Where appropriate, Petitioner will provide walkways between parking areas and building entrances and will comply with applicable ADA requirements; however, the Property will not be developed with pedestrian connections between buildings or for purposes of accessing open spaces. Petitioner seeks a waiver of requirements for pedestrian circulation, except as is necessary between a building and the parking areas intended to serve each building.
6. **10-5-1(O) Bicycle Parking.** The City's Code requires bicycle parking. The surrounding roadways and the use of the Property is not conducive to bicycle access and parking. Petitioner seeks a waiver of bicycle parking requirements.
7. **10-5-1 Q. Required Off-Street Loading Spaces.** In accordance with the City's Code, the number of off-street loading spaces is left to the discretion of the Zoning Administrator. Petitioner hereby requests the minimum standard be one (1) off-street loading space per Data Center Campus building located on the Property.
8. **10-5-3. Landscape.** The City's Code requires extensive landscape in and around parking lots and building areas as a means of improving the character of the community. In light of secured nature of the campus and potential conflicts between landscaping and the mechanical appurtenances unique to a Data Center Campus, Petitioner seeks to minimize

the amount of internal space allocated to landscape enhancements. In lieu of the City's landscape requirements, Petitioner proposes standards as established in the landscape plan for the Property.

9. **10-5-4 (B) & 10-5-4 (C). Screening of Mechanical Units.** The City's Code requires screening of both ground-mounted and rooftop-mounted mechanical units. Due to the nature of the use of the Data Center Campus, the development will incorporate significant ground-mounted and rooftop-mounted mechanical units associated with each building in the Data Center Campus. Given the secured nature of the Data Center Campus and in lieu of the applicable Code requirements, Petitioner seeks to establish a standard for both ground-mounted and rooftop-mounted mechanical units: Ground Mounted: Vinyl fencing equal to the height of generator units but excluding any stacks protruding above the generator unit; Rooftop Mounted: mechanical penthouses shall not require screening.
10. **10-5-5. Fences.** City Code establishes requirements for fencing, which includes a requirement that fencing shall not extend beyond the front plane of the primary building façade. Petitioner seeks approval of the fencing specification and the location of the fencing as specifically delineated on the Preliminary Plan.
11. **10-5-8(4). Appearance Standards, Industrial Uses.** The City Code establishes standards for Industrial Buildings, including the requirement that any building greater than 100' in length shall incorporate recesses along at least thirty percent (30%) of the length of the façade abutting a public street. In light of the significant setbacks incorporated in the layout of the Data Center Campus and the emphasis on open space around the roadway perimeter of the campus, the architectural standards are hereby waived so long as the buildings are constructed of masonry, pre-cast materials.
12. **10-7-2. Lots.** The City's Code requires all lots to abut a public street and reserves to the Planning and Zoning Commission and the City Council the ultimate approval of the size, shape and orientation of lots. Given the unique nature of the secure Data Center Campus, the City hereby waives the requirement for access on a public street and agrees to approve such future subdivision of the Property into individual units as Petitioner deems reasonably necessary and appropriate to facilitate the use, operation, maintenance, and disposition of the Property.
13. **10-7-3 and 10-7-4.** The City's Code establishes standards for the development of streets and circulation necessary for the development of property. The development of the Property does not include new streets and driveways internal to the development and shall be exempt from the requirements of these sections.

WHEREFORE, by reason of the foregoing, the undersigned Petitioner requests the City's Plan Council, Economic Development Committee, Planning and Zoning Commission and City Council take the necessary and appropriate action to grant a special use for planned unit development with development allowances as detailed on the plans submitted herewith for the Property and pursuant to the appropriate provisions of the City's Code.

RESPECTFULLY SUBMITTED this 16th day of April, 2024

PETITIONER:

C1 YORKVILLE LLC,
a Delaware limited liability company

A handwritten signature in blue ink, appearing to be "K. Whitaker", is written over the text of the petitioner.

Rosanova & Whitaker, Ltd.
Attorney for the Petitioner

EXHIBIT A

Legal Description of the Property

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG

THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OF-WAY LINE, 1147.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE, 1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

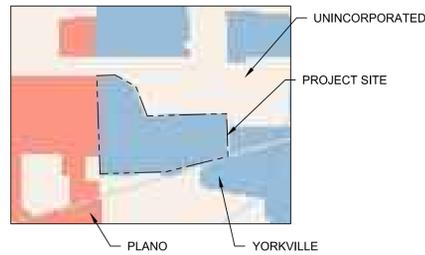
COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner of Edamain Road and Faxon Road in Bristol Township, in unincorporated Kendall County

PINs:

02-18-300-001;
02-18-300-002;
02-18-300-003;
02-18-300-004;
02-19-100-004;
02-19-100-005; and
02-18-400-004

EXHIBIT B
Preliminary Plan
(Attached)

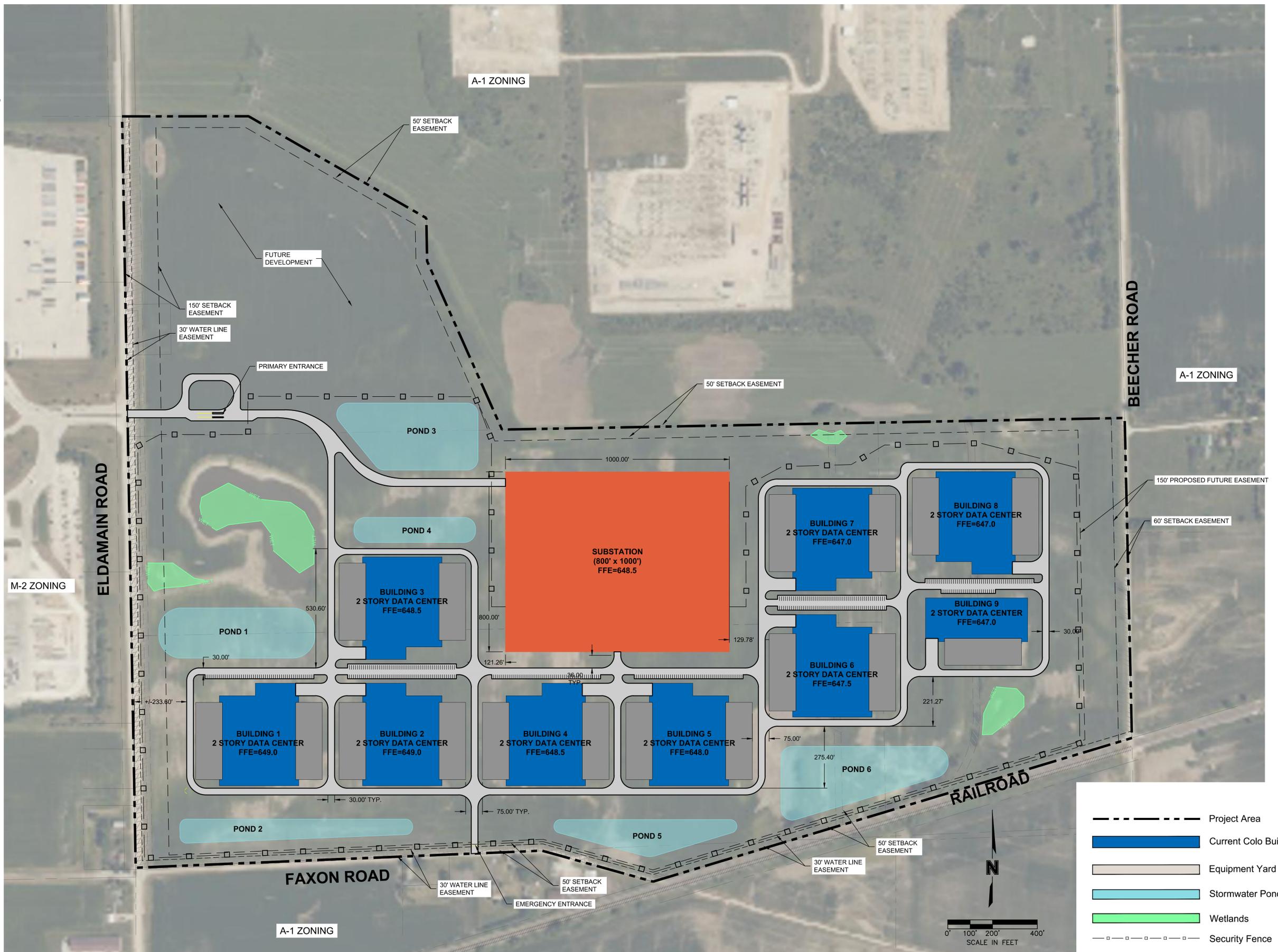
MUNICIPAL BOUNDARIES



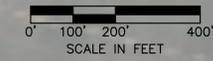
SITE DATA	
TOTAL SITE AREA	9,956,767.47 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	60'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	490
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Proposed Phasing Schedule			
Phase	Building#	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.



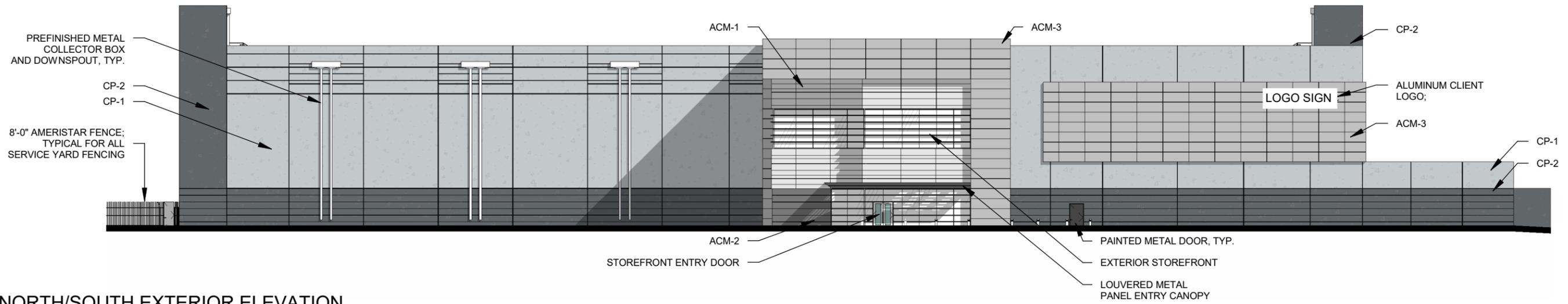
- Project Area
- Current Colo Build
- Equipment Yard
- Stormwater Pond
- Wetlands
- Security Fence



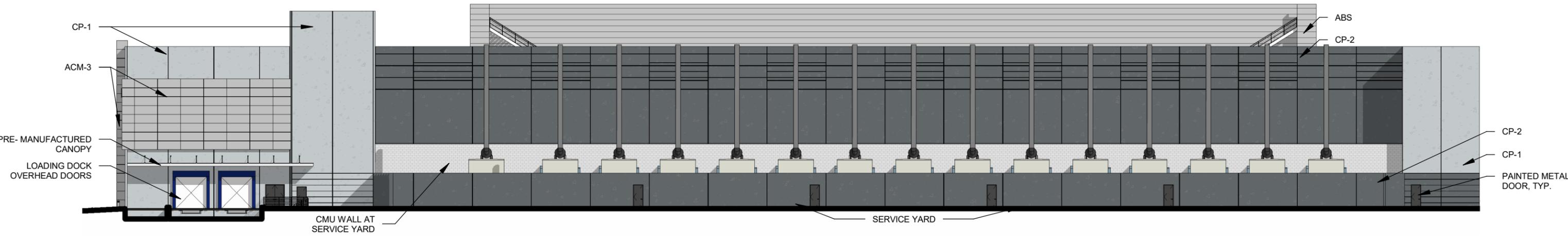
CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

SCALE: 1" = 200' AT FULL SIZE (24x36)
 DATE: May 21, 2024





2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

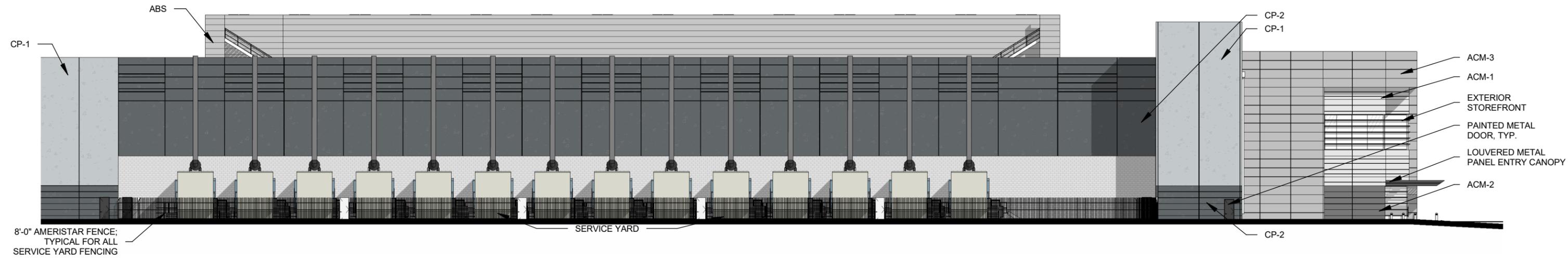
- CP-1 | TILT-UP CONCRETE PANEL**
 PAINTED
 SHERWIN WILLIAMS SW 7075 WEB GRAY
 ELASTOMERIC COATED
- CP-2 | TILT-UP CONCRETE PANEL**
 PAINTED
 BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
 ELASTOMERIC COATED
- ACM-1 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 MICA MNC CLEAR
- ACM-2 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 MZG MICA GREY
- ACM-3 | ALPOLIC COMPOSITE METAL PANEL**
 MITSUBISHI CHEMICAL COMPOSITES
 PEX PEWTER METALLIC
- ABS | ACOUSTIC BARRIER SCREEN WALL**

EXTERIOR ELEVATIONS

--1/32" = 1'-0" --



2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

 <p>CP-1 TILT-UP CONCRETE PANEL PAINTED SHERWIN WILLIAMS SW 7075 WEB GRAY ELASTOMERIC COATED</p>	 <p>CP-2 TILT-UP CONCRETE PANEL PAINTED BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR ELASTOMERIC COATED</p>	 <p>ACM-1 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MICA MNC CLEAR</p>	 <p>ACM-2 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES MZG MICA GREY</p>	 <p>ACM-3 ALPOLIC COMPOSITE METAL PANEL MITSUBISHI CHEMICAL COMPOSITES PEX PEWTER METALLIC</p>	 <p>ABS ACOUSTIC BARRIER SCREEN WALL</p>
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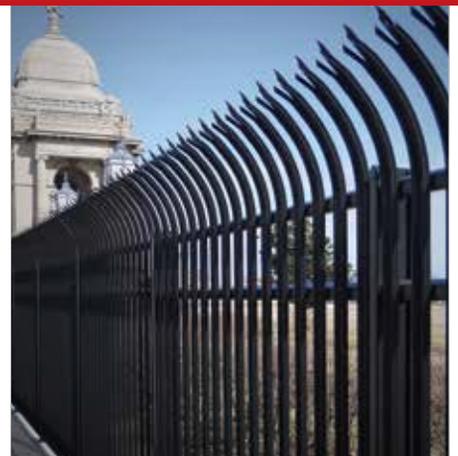
EXTERIOR ELEVATIONS

--1/32" = 1'-0" --

IMPASSE II[®]



HIGH SECURITY STEEL PALISADE FENCING



FENCE PRODUCTS

AMERISTARFENCE.COM | 800-321-8724

Experience a safer and more open world

AMERISTAR[®]

ASSA ABLOY



AESTHETIC APPEAL. UNPARALLELED PROTECTION.

Traditional security fences of chain link or wire mesh *are no longer enough* to meet today's increased security demands. Ameristar's Impasse II security fence offers the *resistive strength* of heavy-duty *steel pales secured vertically* to a framework of *specially formed rails and I-beam posts*. The stylish design of the Impasse II, combined with its strength and security, *provides a successful first line of defense*.



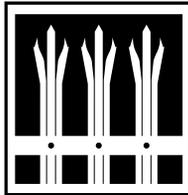


Primary applications for Impasse II ornamental steel fence systems include:

- ▶ ***Military Sites***
- ▶ ***Government Facilities***
- ▶ ***Petroleum & Chemical Facilities***
- ▶ ***Power Plants & Substations***
- ▶ ***Airports***
- ▶ ***Data Centers***
- ▶ ***Ports of Entry***
- ▶ ***Water Treatment & Storage***

IMPASSE II[®]

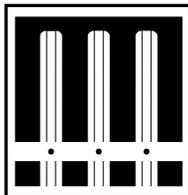
HIGH SECURITY STEEL PALISADE FENCE



TRIDENT[™]

The Impasse Trident *pale rises above the topmost rail and terminates with a menacing triple-pointed splayed spear tip.* The intimidating look of the Trident corrugated pale is a *visual deterrent* to any who would dare to intrude.

- ▶ 3-RAIL PANELS | 6', 7', 8', 9' & 10' HEIGHTS
- ▶ 2-RAIL PANELS | 6', 7' & 8' HEIGHTS

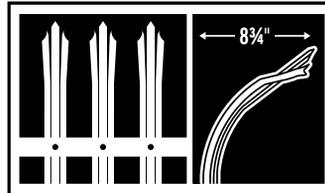


STRONGHOLD[™]

The *blunt, slightly rounded tip* of the Stronghold offers strength when necessary, while providing *safety and security to the general public.* The Stronghold features the *same structural configurations of its high-security counterparts.*

- ▶ 3-RAIL PANELS | 6', 7', 8', 9' & 10' HEIGHTS
- ▶ 2-RAIL PANELS | 6', 7' & 8' HEIGHTS

2.75"w x 14ga PALES | 2" x 2" x 11ga RAILS | 3" x 2.75" x 12ga & 4" x 2.75" x 11ga I-BEAM POSTS



GAUNTLET™

Gauntlet is designed with *high-tensile steel corrugated pales* that rise above the topmost rail with an outward curve and terminate with a triple-pointed splayed spear tip. The outward curved pales *discourage attempts to gain access* by would be intruders.

- ▶ 3-RAIL PANELS | 7', 8', 9' & 10' HEIGHTS
- ▶ 2-RAIL PANELS | 7' & 8' HEIGHTS

ANTI-SCALE OPTION

The Impasse II *Anti-Scale fence system* has *decreased pale spacing*, which helps deter the assailant from climbing, and *increases the delay time when trying to cut or pry through the fence*.

COLOR OPTIONS



BLACK

BRONZE

SAND

WHITE

Custom colors also available

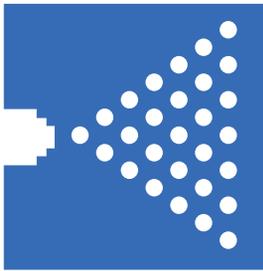




PERMACOAT™

Impasse II is protected by the unique PermaCoat process. Our **PRE-GALVANIZED STEEL BASE MATERIAL** is subjected to an **11-STAGE PROCESS** to cleanse & prepare the steel for a **DUAL TOP-COAT FINISH**. PermaCoat's corrosion resistant abilities far surpass those of painted surfaces and have a "no-mar" polyester powder top coat. This dual coating not only provides **RESISTANCE FROM WEATHERING** but also reduces scratch & burnishing marks typically encountered during shipping.

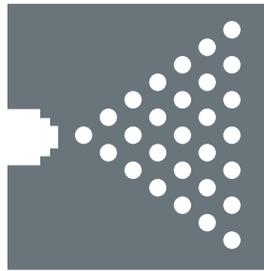
PRE-TREATMENT



ALKALINE WASH

Cleans metal for proper adhesion of zinc phosphate

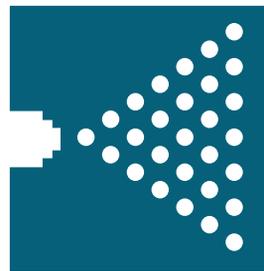
1



FIXIDINE RINSE

Rinses excess alkaline prior to zinc phosphate application

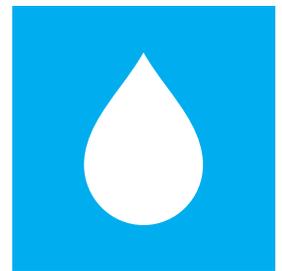
2



PHOSPHATE RINSE

Corrosion resistant layer that assists in bonding powder coating

3

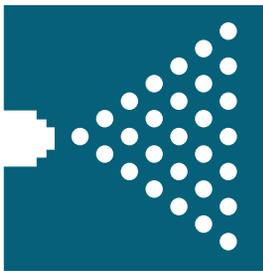


CLEAR WATER RINSE

A bit of clean H2O to prep for the next phase

4

DOUBLECOATING



EPOXY POWDER COAT

Epoxy powder is electrostatically applied

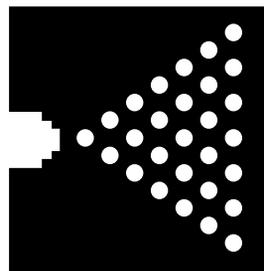
8



EPOXY GEL OVEN

Powder is gelled & cured to finish coat

9



POLYESTER POWDER

TGIC powder is electro-statically applied

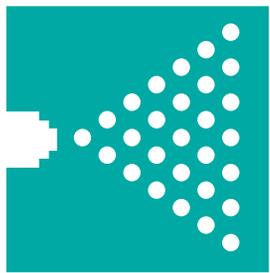
10



FINISH CURING OVEN

Seals finish for years of maintenance free use

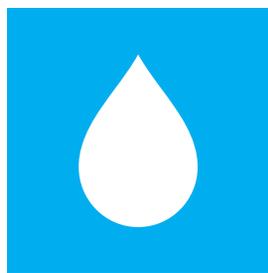
11



NON-CHROMATE SEAL

Barrier to prevent moisture from reaching base metal

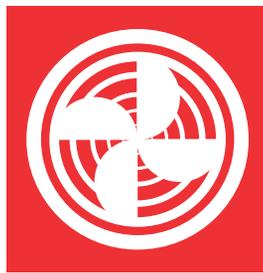
5



CLEAR WATER RINSE

Final wash in H2O to remove any excess debris or particles

6



DRYING OVEN

Eliminates all moisture prior to double coating

7

ONCE COMPLETED, THESE 7-STAGES WILL HAVE REMOVED EVERYTHING FROM THE SURFACE OF THE STEEL THAT MIGHT INHIBIT THE FINISH FROM PROPERLY ADHERING DURING THE NEXT 4-STAGES OF THE COATING PROCESS.

CORROSION TESTING

Corrosion occurs more easily without the proper preparation & protection, which is why Ameristar has put our fence products to the test based on ASTM B117 standards. *The results speak for themselves.*



PAINTED STEEL



PRIMED & PAINTED STEEL



SINGLE COAT PROCESS
Iron Phosphate + Polyester Powder Coat



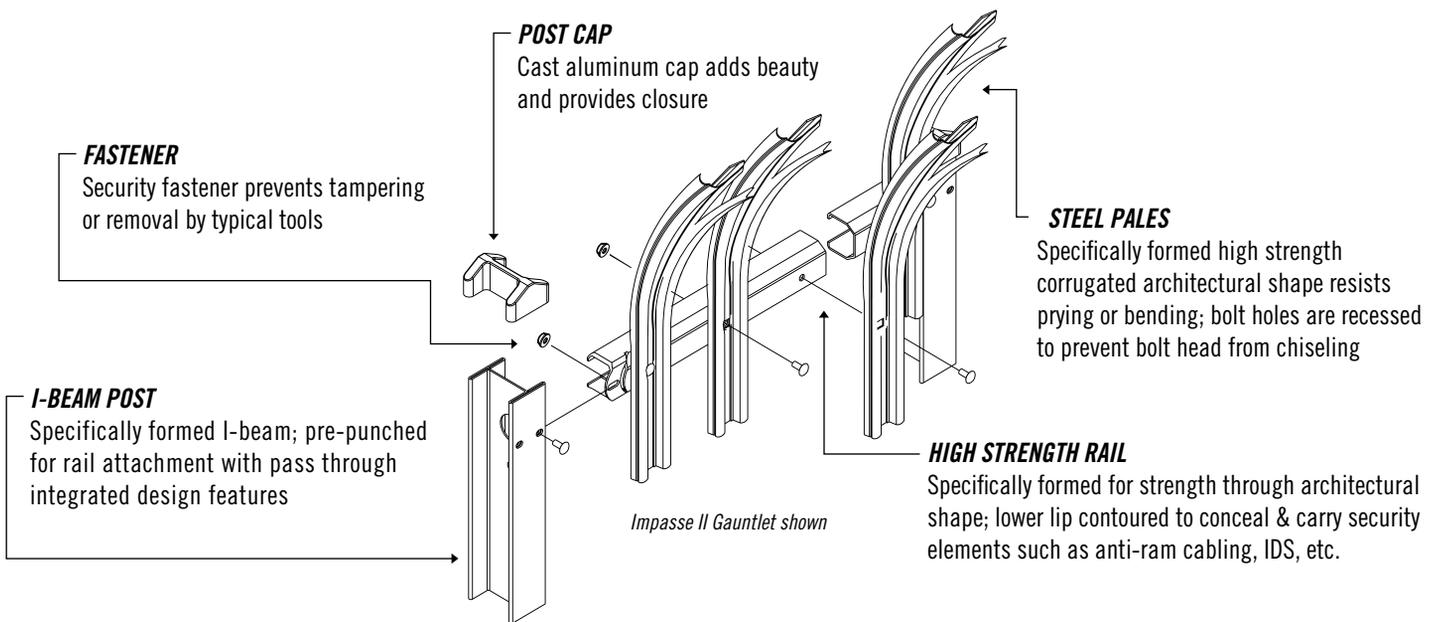
SINGLE COAT PROCESS
Zinc Phosphate + Polyester Powder Coat



PERMACOAT PROCESS
Zinc Phosphate + Epoxy Powder Coat + Polyester Powder Coat

IMPASSABLE DESIGN

Impasse II panels and posts are manufactured using **HIGH-TENSILE PRE-GALVANIZED G-90 STEEL**. Each component has been **ROLL-FORMED** into a unique profile that yields significant strength properties. Impasse II's distinct design enables the fence to **TRAVERSE AGGRESSIVE CHANGES IN GRADE IN ORDER TO MAINTAIN SECURITY** along any perimeter. Each connection point of the Impasse II system is secured with **TAMPER-PROOF FASTENERS** providing the **HIGHEST LEVEL OF SECURITY & VERSATILITY**.



PRIVACY SCREENING OPTION

A security fence should cover multiple aspects of perimeter security, which is why Ameristar created the steel privacy screening option for its Impasse high security fence system. Secured by each adjacent pale, the overlapping design achieves the maximum level of opacity for visual screening.



Certified by the US Department of Homeland Security as a method of risk management against acts of terrorism



Ameristar's Impasse II is backed by over 30 years of excellence in the fencing industry



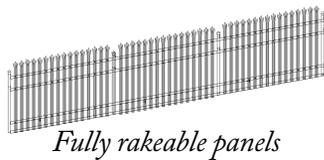
Ameristar is committed to providing products that meet the Buy American Act



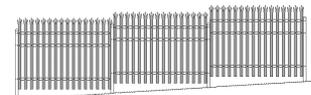
Ameristar products have the opportunity to earn LEED points

RAKEABLE VS STAIR-STEP

Biasability at a minimum of 25% that requires no additional assembly. This unique feature eliminates unsightly stair-stepping panels.



Fully rakeable panels



Stair-stepping panels

DESIGN INTEGRATION

The Impasse II framework is a raceway for wiring, conduits & security cabling required around the perimeter of a project. This integrated design eliminates the need for costly trenching & boring becoming a value added solution for perimeter security upgrades.



(inside of rail shown above / view from protected side)

When installing these security elements use Impasse II as a platform:

- **Communication & Video Cables**
- **Intrusion Detection / Fiber Optic Cables**
- **Access Control Wiring**
- **Conduits**
- **Anti-Ram Cabling (Stalwart IS)**

STALWART IS[®]

ANTI-RAM BARRIER + SECURITY FENCE

Stalwart IS unites the *strongest security fence available* with the *most widely used anti-ram perimeter barrier*. The appearance of Stalwart IS is a great *visual deterrent* that delivers strength and fortitude for keeping any assailant from easily breaching the perimeter.

M50 M40 M30

PU60 PU50 K12 K8 K4

Stalwart IS offers *multiple anti-ram ratings*. Each installation can be designed with the most appropriate standoff distance from the asset.



ARCHITECTURAL SUPPORT & SOLUTION SPECIALISTS



Ameristar's *Project Solution Specialists* are *experienced in every facet of perimeter security design*. Our goal is to assist the architectural community in finding the *best perimeter & entry solutions* for their projects. Ameristar's extensive library of project photos, CAD drawings, architectural specifications & project budget quotes are just a few of the services *our team offers to complete your project design*.

SLIDE GATES & SWING GATES

Egress & ingress requirements are unique to each application. *Managing traffic flow & usage demands* are of the utmost importance, which is why Impasse II is manufactured in a variety of gate types built to *balance function, security & beauty*.

Ameristar *Transport™* & *Passport™* sliding gates perfectly match the perimeter fence system to create a *seamless & stunning design* while exuding a *commanding presence* of security built to unite perimeter and entry.



WHY CHOOSE AMERISTAR

▶ KNOWLEDGE & EXPERIENCE

Ameristar was chartered over *30 years ago* in response to the *demand by consumers & specifiers for specialty fence products*. Ameristar offers an *aesthetically pleasing product* that is both *high in quality & affordability*. This has been achieved by maximizing *high-volume productivity*, increasing product design strength, and promoting *simplistic installation*.

▶ PROVEN CAPABILITY

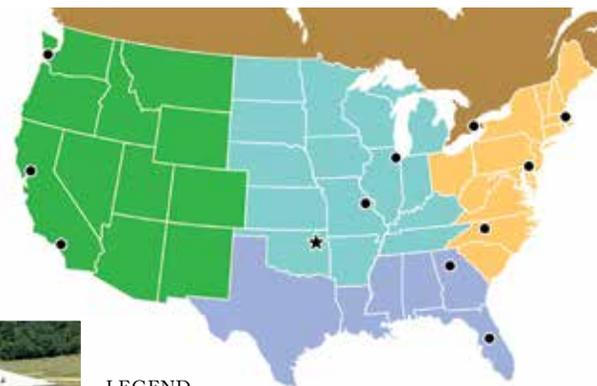
Ameristar's integrated *in-house process & extensive raw material inventory* results in much improved productivity and availability compared to the competition. By having a *vast finished goods inventory*, Ameristar is capable of *delivering finished products faster* than competitors who sublet the majority of their operations.

▶ INDUSTRY LEADERSHIP

Over the years Ameristar has continually *raised the bar* across the board in the *manufacturing of high quality*, innovative fencing products. Our demonstrated commitment to *upholding higher values* translates into superior products that *go far beyond* merely meeting minimum industry standards.



Ameristar's world headquarters, manufacturing & coil processing facilities in Tulsa, Oklahoma, USA.



LEGEND

- ★ Ameristar Headquarters
- Sales & Service Centers

#9718 | REVISED 10/2021



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ASSA ABLOY



May 29, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: *Cyrus One*
PUD and Preliminary Submittal – 2nd Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Preliminary PUD Plan (1 sheet) dated May 21, 2024, and prepared by Olsson

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - Kendall County for access to Eldamain Road
 - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - IEPA Water and Sanitary Sewer Permits
 - Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.

2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. A stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance) will be required.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. The following will need to be submitted with Final Engineering Plans:
 - a. Additional information as shown in the provided checklist.
 - b. Truck turning exhibits for delivery and emergency vehicles
 - c. Photometric plan
 - d. Landscape plan
 - e. Field tile survey
 - f. Engineer's Opinion of Probable Costs

Preliminary PUD Plan

5. Per Kendall County, the full access entrance across from Menards is acceptable. The developer should reference the Kendall County website regarding highway access for more information:
<https://www.kendallcountyil.gov/departments/highway/permit-applications/access>
6. The proposed connection to Faxon Road is acceptable. The timing of the improvements to Faxon Road will need to be clarified prior to construction.
7. Right-of-Way will be required to be dedicated along Faxon and Beecher Roads. The City will be looking for 80 feet of total right-of-way along these corridors.
8. Faxon and Beecher Roads are not built to City standards and will be required to be reconstructed per City code. A standard cross-section is attached for reference.
9. Extensions for water main and sanitary sewer mains for the area are currently in the design stage. Coordination will be needed to determine the time frame that service will be needed for the project.
10. Expected water and sanitary sewer use requirements should be provided as soon as possible.
11. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.

Ms. Krysti Barksdale-Noble
May 29, 2024
Page 3

12. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

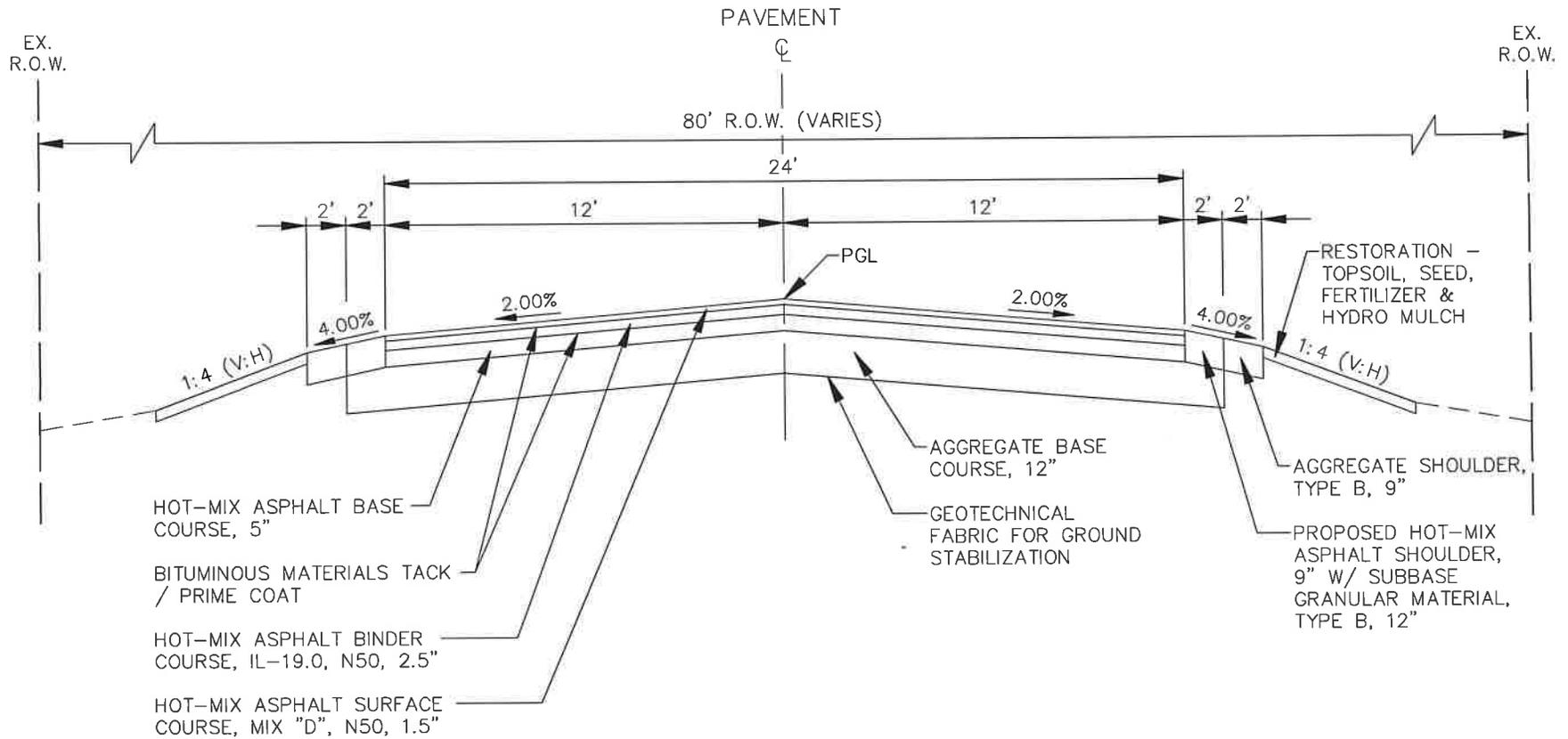


Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Bradd Hout, CyrusOne (via email)
Mr. Russ Whitaker, Rosanova & Whitaker, Ltd. (via email)
Mr. Jason Cobb, Olsson (via email)
TNP, PGW2, EEI (via e-mail)

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



Plotted: May 23, 2024 @ 3:47 PM By: Kris Pung - Tab: Proposed Section

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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CROSS SECTION				
	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 - www.eeiweb.com		SCALE: NTS	DRAWN BY: KKP
			DATE: 05/23/24	REVISED:

Path: H:\SDSKPROJ\YO_YORKVILLE\2024\Y02426\DWG EXHIBIT\Y02426-TYPSECTIONS



Engineering Enterprises, Inc.

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



United City of Yorkville

651 Prairie Pointe Dr,
 Yorkville, IL 60560
 630-553-4350
 www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	MAY 2024
PROJECT NO.:	YO2426
BY:	KJD
PATH:	H:\GIS\Public\Yorkville\2024\YO2426\YO2426_Cyrus_One.mxd
FILE:	YO2426_Cyrus_One



**Cyrus One
 Roadway Reconstruction
 Requirements**





Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: May 6, 2024
Subject: **PZC 2024-15 C1 Yorkville - Cyrus One (Preliminary PUD Plan)**
NE Corner of Faxon Road & Eldamain Road (fka Lincoln Prairie)
Proposed Data Center Campus and On-Site Substation Development

I have reviewed the applications for Planned Unit Development (PUD) and Preliminary PUD Plan received April 16, 2024 as submitted by C1 Yorkville, LLC, Petitioner, as well as conceptual Preliminary PUD Plan site plan prepared by Olsson dated April 15, 2024 and exterior building elevations prepared by Corgan.

The petitioner is seeking approval of a special use for Planned Unit Development and Preliminary PUD Plan for the construction of secured data center campus and on-site substation on approximately 228- acres of land located at the northeast corner of Faxon Road and Eldamain Road, formerly known as Lincoln Prairie. The site will consist of up to nine (9) standalone buildings used for networked computers, storage systems and computing infrastructure and six (6) on-site stormwater basins to be developed in phases over a 10-20 year period.

Based upon my review of the application documents and preliminary site plans, I have compiled the following comments:

GENERAL PUD/ZONING COMMENTS:

1. **PLANNED UNIT DEVELOPMENT STANDARDS** – Section 10-8-8 of City’s Unified Development Ordinance (UDO) establishes standards for Planned Unit Development (PUDs). PUDs are allowed to modify standards of the base district as long as the requested modifications are specifically identified and demonstrates how each allowance is compatible with surrounding development, is necessary for proper development of the site, and is aligned with at least one (1) modification standard found in Section 10-8-8D of the UDO.
 - a. The petitioner has listed **thirteen (13) proposed deviations** from the base M-2 General Manufacturing District standards which will be detailed separately in this review memo under subsequent headings.
 - b. The petitioner has not identified at least one (1) modification standard the proposed PUD will meet per Section 10-8-8D.
 - i. Staff believes modification standard #12 “Regional Utility Improvements” applies, as the proposed development will extend public utilities (water and sanitary) to and through the property resulting in recapturable payments to the developer when future property owners in the area benefit from connecting to such utility that had not previously existed.
 - ii. **Does the petitioner think any other modification standards apply? If so, please provide a written statement identifying the standard and how it is being met by the proposed development.**
 - c. Petitioner has provided written responses to the standards for special use and for Planned Unit Development (PUD) which will be entered into the record during the public hearing process.

2. **ZONING** - The subject property consists of seven (7) parcels (#02-18-300-004, #02-19-100-004, #02-19-100-005, #02-18-300-003, #02-18-300-001, #02-18-300-002, and #02-18-400-004) and is zoned **M-2 GENERAL MANUFACTURING DISTRICT**, per Annexation Agreement of Lincoln Prairie Yorkville (Ordinance No. 2005-48). The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 (Kendall County)	ComEd Substation/Transfer Station - Utility Use
South	A-1 (Kendall County) BNSF Railroad	Agricultural, Residential and Business Uses Transportation Land Use
East	A-1 SU (Kendall County) A-1 SU (Yorkville)	Agriculture/Residential Land Use Agriculture & Solar Farm (approved) Land Use
West	Eldamain Road M-2 General Manufacturing (Plano)	Transportation Land Use Menards Distribution Center

3. **PERMITTED USES** – Per Table 10-3-12 (B) of the Yorkville Unified Development Ordinance (UDO), “data center” and “electric substation” are permitted land uses in the M-2 General Manufacturing District. Data centers are defined as Energy Industrial Uses per Table 10-3-12(B) in the Unified Development Ordinance.
- a. Use standards for Energy Industrial Uses are reserved for future regulations, if ever approved, under Section 10-4-10 in the Unified Development Ordinance. The petitioner is seeking waiver of future standards adopted being applicable to this subject property after adoption of the Planned Unit Development (**Deviation #2**). **Staff is supportive of this request.**

PRELIMINARY PUD PLAN COMMENTS:

4. **PRELIMINARY PLAN APPROVAL** – Per Section 10-8-6. Subdivision Procedures of the Unified Development Ordinance, approval of the Preliminary Plan is tentative only and shall be effective for a period of twelve (12) months. However, Section 10-8-8-H of the Unified Development Ordinance Expiration and Lapse of Approval states, any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after three (3) years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning and Zoning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the Planned Unit Development shall not expire, only the Planned Unit Development overlay shall expire.
- a. Therefore, staff interprets the expiration of the Preliminary PUD Plan is three (3) years after approval of the Planned Unit Development if no portion of the property is final platted.
5. **PROPOSED PHASING SCHEDULE** – The petitioner has proposed to develop the subject property in nine (9) phases and provided a phasing schedule table as depicted on the Preliminary PUD Plan.
- a. The table is illegible (even when zoomed in) on the Preliminary PUD Plan compared to the other tables provided. **Please resubmit the Preliminary PUD Plan with a legible Proposed Phasing Schedule table.**

6. **BUILDING SETBACKS** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following compares current M-2 General Manufacturing District standards with the proposed Planned Unit Development (PUD) requested modifications (**Deviation #1**):

BUILDING SETBACKS	REQUIRED MINIMUM SETBACKS M-2 DISTRICT	PROPOSED MINIMUM SETBACKS PUD PLAN*
FRONT YARD (Eldamain Road)	25'	150'
SIDE YARD (North/South)	Min. 10% of lot/Max. 20'	50'
REAR YARD (Beecher Road)	0'	60'

*The petitioner is seeking to have the setbacks apply only to the boundary/perimeter of the subject property rather than each individual building on the site, although the petitioner anticipates subdividing the subject parcel into multiple lots. For the purposes of the perimeter setbacks, the petitioner is requesting Eldamain Road is the established front yard and Beecher Road is the established rear yard.

- a. Staff is not opposed to the request for the minimum building setbacks apply only to the perimeter of the overall subject property, however future plat of subdivisions will be required City approval. **Therefore, is the petitioner seeking a zero (0) foot building setback for all yards on the future plats, as Section 10-8-6-C-6.c(6) of the Unified Development Ordinance requires building setback lines on all lots?**
7. **MAXIMUM BUILDING HEIGHT** - The M-2 District does not have a maximum building height per Table 10-3-9(A) in the Unified Development Ordinance. However, the petitioner has provided overall building heights for each proposed building to top of building and top of equipment. All proposed buildings will not exceed 55' to top of structure and 70' to top of equipment.
8. **MAXIMUM LOT COVERAGE** – Per Section 10-3-9(A) of the Unified Development Ordinance, the maximum lot coverage for the M-2 District (inclusive of sidewalks, parking areas and all impervious surfaces) is 85% of the gross lot area. According to the Site Data Table on the Preliminary PUD Plan, lot coverage calculations are provided as 12.3% (building coverage), 35.6% (site coverage), and 24.6% (site coverage).
- a. **Please verify the actual proposed total site coverage (35.6% or 24.6%).**
9. **PARKING** - According to the Preliminary PUD Plan submitted, there are 432 total parking spaces to be provided on the property to accommodate the proposed nine (9) building data center campus and electric substation uses.
- a. Per Table 10-5-1(H)(5) Minimum Parking Requirements of the Yorkville Unified Development Ordinance, staff would classify the data center campus for the purposes of off-site parking as an industrial use, which requires a minimum of 0.3 parking spaces per 1,000 sq. ft. of net floor area (NFA). While there is no specific information provided as to the individual proposed buildings, the petitioner estimates

the average building size will be ~287,400 sq. ft. requiring ~87 parking spaces per structure, including four (4) ADA accessible spaces per building. Total required parking for the subject property is 736 spaces, including 15 ADA accessible spaces (2%). Additionally, per Section 10-5-1K-1 of the Unified Development Ordinance, a minimum of 15 electric vehicle charging stations is required.

- i. The petitioner is requesting a variance from the UDO required 0.3 spaces per 1,000 to 0.2 spaces per 1,000, resulting in a per building estimated parking space calculation of 58 spaces (UDO requires rounding up of all fractions) or 491 spaces for the overall site. Required ADA accessible parking is 9. The petitioner is asking a further reduction of this calculation to 432 spaces for the entire site with 27 spaces dedicated for ADA parking (Deviation #3).
 - ii. Staff is not opposed to the requested shared parking request and proposed reduction in off-street parking, but since off-street parking requirements are calculated by net floor area (NFA), the petitioner may be closer to the 491-parking space minimum than the 736 minimum space requirements. **Therefore, staff recommends establishing a minimum parking standard in the PUD ordinance of no less than 400 off-street parking spaces for the data center campus based off of net floor area and a minimum of ten (10) electric vehicle charging stations.**
 - iii. **Additionally, since the applicant is requesting relief from the minimum required off-street parking, the difference in provided parking and required parking based off of net floor area shall be subject to Section 10-5-1-I Fee-In-Lieu of Off-Street Parking.**
- b. Access – It is noted that the site has access four (4) points of access. Three (3) off of Eldamain Road and one (1) off of Beecher Road. These access points lead to internal private roadways which loop around the nine (9) proposed buildings and connect to the electric substation.
- i. It is noted that two (2) of the access points located at the northeast and northwest corners of the subject property are intended exclusively for the user, ComEd, and emergency medical services (EMS) to the electrical substation. These access points will also be locked with alternative access points from Beecher Rod and Eldamain Road. Should ComEd not require both access points, one of the access points may be eliminated.
 - ii. **Staff defers to City Engineer regarding site access.**
- c. Cross Access – Per Section 10-5-1-F of the Unified Development Ordinance, the petitioner is seeking relief from the providing cross access between adjoining developments which minimizes access points along streets, encourages shared parking, and allows for vehicular access between land uses (**Deviation #4**).
- i. According to Section 10-5-1-F-2-c The Zoning Administrator may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, would create unsafe conditions, or there exists an inability to connect to adjacent property. City Council shall have the authority to waive or modify vehicular cross

access requirements for all public review processes involving review by City Council. **Staff supports the waiver.**

- d. **Pedestrian Circulation** – Per Section 10-5-1-N Pedestrian Circulation Standards of the Unified Development Ordinance required off-street parking areas to on-site pedestrian circulation systems and connection to existing and future planned trails. The petitioner states that walkways between parking areas and building entrances will be provided on-site, however they seek a waiver for public access and connection to public sidewalks and bicycle trails due to the nature and security of the proposed land use (Deviation #5).
 - i. According to Section 10-5-1-N-5, the Zoning Administrator may waive this requirement upon determining that no walkway exists, a future walkway is unlikely to exist, or such connection would create a safety hazard. **Staff supports the waiver.**
- e. **Bicycle Parking** – Per Section 10-5-1-O-2 of the Unified Development Ordinance to provision of bicycle parking is encouraged, not required, and if utilized on a development site will allow for a reduction of required off-street parking. The petitioner is seeking a waiver to not provide off-street bicycle parking (Deviation #6).
 - i. **No waiver required as it is a parking bonus mechanism, not a requirement.**
- f. **Off-Street Loading** – Per Section 10-5-1-Q of the Unified Development Ordinance, the number of off-street shall be determined on a case-by-case basis, and in the instance of special uses, loading berths adequate number and size to serve such use, as determined by the Zoning Administrators, shall be provided. The petitioner requests a minimum of one (1) off-street loading space per data center campus building on the subject property (**Deviation #7**).
 - i. **Staff supports the request.**

10. **LANDSCAPING** – Section 10-5-3 establishes landscape standards for new developments. While the petitioner has not submitted a landscape plan, they are seeking relief from the minimum requirements (**Deviation #8**).

- a. Per staff's review, the following sections of the Landscape Plan would apply:
 - i. **Section 10-5-3-C. Building Foundation Landscape Zone** - All nonresidential, mixed-use, and multi-family development where a front yard setback is required, with the exception of food processing facilities regulated by the FDA, shall include landscape located at the building foundation as required by this section. Landscape required by this section shall be in addition to landscape required under other sections of this title. It is the objective of this section to provide a softening effect at the base of buildings.
 - ii. **Section 10-5-3-D. Parking Area Perimeter Landscape Zone** - Landscape required by this section shall be in addition to landscape required under other sections of this title. It is the objective of this section to provide screening between off-street parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping

- iii. Section 10-5-3-E. Parking Area Interior Landscape Zone - All off-street parking areas shall include landscape and trees located within the off-street parking area as required by this section. Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this title. It is the objective of this section to provide shade within parking areas, break up large expanses of parking area pavement, support stormwater management where appropriate, improve the appearance of parking lots as viewed from rights-of-way, and provide a safe pedestrian environment.
- iv. Section 10-5-3-F. Transition Zone Landscape Requirements - Transition zone landscape shall be required along interior side and rear property lines of all nonresidential, mixed use, and multi-family development. It is not expected that the transition area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
- b. **Staff does not support a blanket variance to the Landscape Standards until a plan is submitted or specific details are provided on requested deviations.**
 - i. **See comments under #19 Comprehensive Plan regarding a rural character buffer along Eldamain Road.**

11. **MECHANICAL SCREENING** – Per Section 10-5-4 Screening of the Unified Development Ordinance, ground/wall-mounted and roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view. Petitioner is seeking to establish standards for screening both types of mechanical units (**Deviation #9**).

- a. Petitioner proposes to screen ground mounted mechanical equipment with vinyl fencing equal to the height of the generator units but excluding any stacks protruding above the unit. No screening is proposed for rooftop mechanical units.
 - i. **Since most units may not be visible from the public way due to the location, setback and landscaping provided on the site, staff is supportive of the request.**

12. **FENCING** – Per Section 10-5-5-B-1 of the Unified Development Ordinance states fences may be built up to the property line but shall not extend beyond the front plane of the primary building facade in residential and business districts. Maximum height for fencing in manufacturing districts is eight (8) feet.

- a. Petitioner has provided a manufacturers brochure of proposed high security steel fencing. They are requesting to have this security fencing extend beyond the front plane of the primary building façade (**Deviation #10**).
 - i. **Since the fence placement requirement only applies to residential and business district uses, staff is supportive of the request as this property is within a manufacturing district.**
 - ii. **Staff understands that the fences will be locked with access (assuming via a Knox Box) to ComEd officials and EMS teams (assuming Bristol Kendall Fire District and Yorkville Police Department).**
 - iii. **Staff requests the petitioner provide the proposed height of the security fencing.**

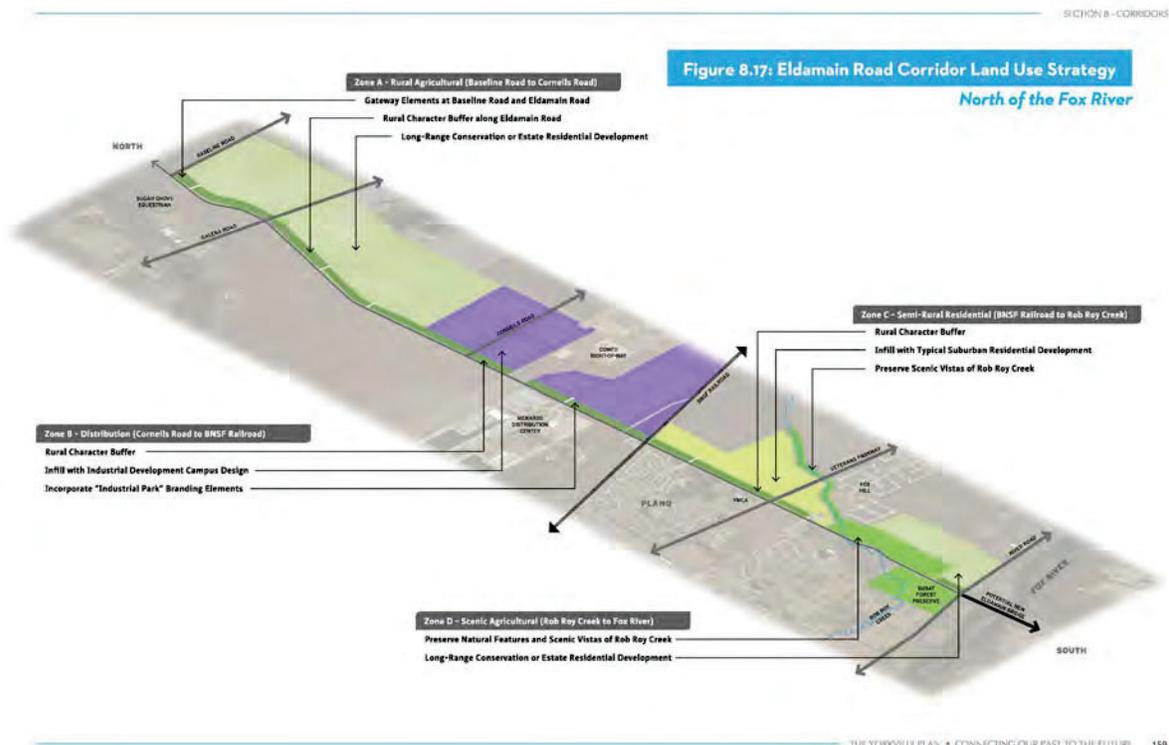
13. **APPEARANCE STANDARDS** – Per Section 10-5-8-C-4 Industrial Uses masonry products or precast concrete shall be incorporated on at least fifty (50) percent of the total building, as broken down as follows: The "front facade" (defined as that facade that faces a street that includes a main entry to the building) shall itself incorporate masonry products or precast concrete on at least fifty (50) percent of the facade. Any other facade that abuts a street shall incorporate masonry products or precast concrete. The use of masonry products or precast concrete is encouraged on the remaining facades. Where precast concrete panels or split face block is utilized, the use of colors, patterns, or other architectural features within these panels/blocks is encouraged.
- a. The petitioner has submitted exterior building elevations depicting structures with materials such as concert panels, metal panels, and acoustic barrier screen walls in hues of gray and pewter. The proposed materials and color palette are consistent with the Appearance Standards.
 - b. Further, Section 10-5-8-C-4b.(2) requires industrial buildings with facades greater than one hundred (100) feet in length shall incorporate recesses, projections, windows, or other ornamental/architectural features along at least thirty (30) percent of the length of the facade abutting a public street in an effort to break up the mass of the structure.
 - i. Petitioner is seeking relief from this requirement (**Deviation #11**).
 - ii. The only buildings fronting a public street are Buildings 1, 2, 3, 8 and 9. **Due to the setback and required perimeter landscaping, staff supports the request.**
14. **LOTS** – The petitioner is seeking waiver from the requirement for lots to have access on a public street due to the unique nature of the secure data center campus (**Deviation #12**).
- a. Per Section 10-7-2 requires all lots to conform with district standards and states all lots shall front or abut on a public street. Since the site has internal private roadways, **staff is supportive of the request.**
15. **STREET DESIGN AND IMPROVEMENTS** – The petitioner is requesting exemption from the requirements of Section 10-7-3 in the Unified Development Ordinance (**Deviation #13**).
- a. Standards in this section apply only to publicly dedicated roadways. No roads are proposed for public dedication. **Staff supports this request.**
16. **SIGNAGE** – The petitioner is proposing one (1) wall mounted sign as illustrated on the exterior elevation.
- a. Per Section 10-6-6 of the Unified Development Ordinance, single tenant buildings shall be permitted a total of two (2) primary wall signs or one (1) primary wall sign per one hundred (100) linear feet of building frontage. One (1) additional wall sign shall be allowed per additional hundred (100) feet of building frontage. Only one (1) primary wall sign shall be displayed on any single building façade.
 - b. **Are monument signs proposed on the data center campus?**
 - i. **See comments under #19 Comprehensive Plan regarding branding and placemaking elements.**

17. **SITE ADDRESSING** – Will the internal roadways be named for individual addressing, or will the petitioner seek a single site address off of Eldamain Road with internal building numbering/identification?

18. **LIGHTING** – A photometric plan shall be provided along with manufacturers cut sheets of the proposed light standards to be installed within the parking lot area. Maximum illumination at the property line shall not exceed zero (0) foot-candle and no glare shall spill onto adjacent properties or rights of way.

19. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates this property as “General Industrial” which is defined typically for a broad range of warehousing and manufacturing activities located adjacent to the Eldamain Corridor along the BNSF Railway line. Overall, staff supports the proposed PUD and its consistency with the proposed underlining zoning of M-2, but note the following recommendations from the Comprehensive Plan related to the subject property:

- a. In Figure 8.17: Eldamain Rod Corridor Land Use Strategy of the Yorkville 2016 Comprehensive Plan Update (North of the Fox River) the subject area is identified as “Zone B – Distribution (Corneils Road to BNSF Railroad)” meaning this area is recommended for modern industrial park incorporating branding and placemaking elements, as well as a 50’ to 100’ buffer to maintain the zone’s semi-rural visual character.



From: [Bart Olson](#)
To: [Krysti Barksdale-Noble](#); [Kathleen Field Orr](#)
Cc: [John Purcell](#)
Subject: Cyrus One PUD review, comments from Bart
Date: Wednesday, May 1, 2024 12:10:56 PM

Here are my comments in advance of your May 23rd Plan Council meeting:

1. Variance comment #8 – landscaping
 - a. I don't have a problem forgoing their landscaping requirements internal to the secured area as long as:
 - i. We can't see the area from a public roadway AND
 - ii. The landscaping improvements external to the site are robust and aesthetically pleasing AND
 - iii. They agree to give us some sort of substitute landscaping or cash payment to allow us to plant trees or other improvements elsewhere in the City

2. Variance comment #11 – appearance standards industrial uses (incorporated recesses)
 - a. Not sure I'm in favor of their request here. If we can see the buildings from the roadway, we need them to look nice. I think the recesses aren't a huge cost or operational issue to them, so I'd like to keep these.

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Dr
Yorkville, IL 60560
630-553-8537 direct
630-308-0582 cell
bolson@yorkville.il.us



May 6, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: *Cyrus One
PUD and Preliminary Submittal – 1st Submittal
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Planned Unit Development Applications
- Preliminary PUD Plan (1 sheet) dated April 15, 2024 and prepared by Olsson
- Other Supporting Documentation

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - Kendall County for access to Eldamain Road
 - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - IEPA Water and Sanitary Sewer Permits
 - Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. A stormwater permit

application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance) will be required.

3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. The following will need to be submitted with Final Engineering Plans:
 - a. Additional information as shown in the provided checklist.
 - b. Truck turning exhibits for delivery and emergency vehicles
 - c. Photometric plan
 - d. Landscape plan
 - e. Field tile survey
 - f. Engineer's Opinion of Probable Costs

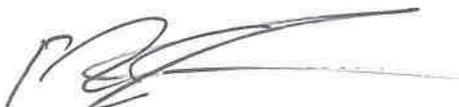
Preliminary PUD Plan

5. Per Kendall County, the full access across from Menards is acceptable. The two additional proposed accesses south of the main location will not be allowed. The northerly access could be a right-in-right-out. If an additional southern access is needed, Faxon Road should be used. The developer should reference the Kendall County website regarding access: <https://www.kendallcountyil.gov/departments/highway/permit-applications/access>
6. Right-of-Way will be required to be dedicated along Faxon and Beecher Roads. The City will be looking for 80 feet of total right-of-way along these corridors.
7. Faxon and Beecher Roads are not built to City standards and will be required to be reconstructed per City code.
8. Extensions for water main and sanitary sewer mains for the area are currently in the design stage. Coordination will be needed to determine the time frame that service will be needed for the project.
9. Expected water and sanitary sewer use requirements should be provided as soon as possible.
10. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.
11. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. John Hatem, CyrusOne (via email)
Mr. Russ Whitaker, Rosanova & Whitaker, Ltd. (via email)
Mr. Jason Cobb, Olsson (via email)
TNP, PGW2, EEI (via e-mail)



UNITED CITY OF YORKVILLE

GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS (EXTERNAL USE ONLY)

- Professional engineer signature and seal on drawings and calculations
- Location map and address, J.U.L.I.E. note included on plans
- Benchmarks based on NAVD 88 datum
- Existing utilities and topography to be provided
 - ✓ Existing elevations and contours shown at 1' intervals
- Compliance with subdivision grading plan (if applicable) and/or provide proposed grading plan
 - ✓ Proposed elevations and contours at 1' intervals
 - ✓ Indicate building top of foundation (2 ft. above H.W.L.)
 - ✓ Storm water drainage - safe outlet available and adequate conveyance provided
- Flood plain or flood way requirements to be addressed, if necessary
- Stormwater management
 - ✓ Per Kendall County/Yorkville stormwater management ordinance
 - ✓ Apply for storm water permit, if necessary
- Provide stormwater pollution prevention (SWPP) plan
 - ✓ Apply for NOI permit, if necessary
 - ✓ Note that receipt of NPDES permit required prior to construction
- Provide typical pavement sections
- Pavement markings and signage
- Entrance detail
- Handicap ramp detail (use IDOT standard)
- Show water service and include City standard details and notes
- Show sanitary service with inspection manhole and include YBSD standard notes
- Apply for appropriate IEPA permits – water and sanitary, if necessary
- Provide easements, if necessary
- Provide landscape plan
- Provide photometric plan
- Compliance with zoning code
- Performance guarantee for public improvements
- Overall cost estimate for all site improvements – for building permit fees

From: [Fran Klaas](#)
To: [Contact Brad Sanderson](#)
Cc: [Eric Dhuse](#); [Krysti Barksdale-Noble](#)
Subject: RE: [External]FW: Plan Council May 23, 2024 - PZC 2024-15 Cyrus One (C1 Yorkville, LLC) - Data Center (PUD & Preliminary Plan)
Date: Thursday, April 18, 2024 3:46:43 PM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Full access at Menards access point is fine. Not sure how much traffic would be generated by the proposed use; but we might have to look at that to see if signals are warranted.

Two additional accesses between Faxon & Menards would not be allowed. The northerly one could be a right in / right out. The southerly one, just north of Faxon, is not allowed. I would suggest that, if they need additional access, they use Faxon Road going east to their N/S roadway just east of Pond 2.

That's about all I got. Let me know if you need anything else.

Francis C. Klaas, P.E. Kendall County Engineer 6780 Route 47, Yorkville, IL 60560 (630) 553-7616
fklaas@kendallcountyil.gov

From: Brad Sanderson <bsanderson@eeiweb.com>
Sent: Thursday, April 18, 2024 2:50 PM
To: Fran Klaas <FKlaas@kendallcountyil.gov>
Cc: Eric Dhuse <edhuse@yorkville.il.us>; knobler@yorkville.il.us
Subject: [External]FW: Plan Council May 23, 2024 - PZC 2024-15 Cyrus One (C1 Yorkville, LLC) - Data Center (PUD & Preliminary Plan)
Importance: High

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

Hello Fran,

Please take a look at the attached concept plan. We note several connections to Eldamain that do not comply with your policy.

When time allows, please review and provide comments to us.

We are attempting to gather all of our comments by 5/17.

Thanks and let us know if you have any questions.

BRADLEY P. SANDERSON, PE

Chief Operating Officer / President

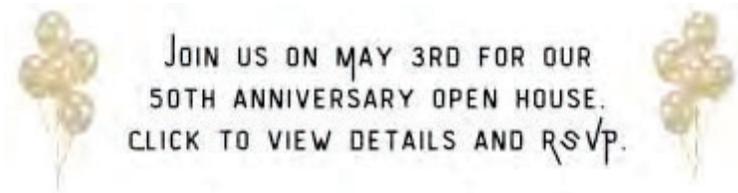


bsanderson@eeiweb.com

Direct: [630.466.6720](tel:630.466.6720) / Cell: [630.816.0957](tel:630.816.0957) / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



From: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Sent: Wednesday, April 17, 2024 5:48 PM

To: Bart Olson <BOlson@yorkville.il.us>; Erin Willrett <ewillrett@yorkville.il.us>; Eric Dhuse <edhuse@yorkville.il.us>; Peter Ratos <pratos@yorkville.il.us>; Brad Sanderson <bsanderson@eeiweb.com>; James Jensen <JJensen@yorkville.il.us>; Michael J. Torrence <MTorrence@bkfire.org> <MTorrence@bkfire.org>; Sara Mendez <smendez@yorkville.il.us>

Cc: Tim Evans <tevans@yorkville.il.us>; 'Cyrus McMains' <cyrus@ybsd.org>; Ray Mikolasek <rmikolasek@yorkville.il.us>; Garrett Carlyle <gcarlyle@yorkville.il.us>; lynn@dlkllc.com; Jori Behland <jBehland@yorkville.il.us>; kfo@ottosenlaw.com; Monica Cisija <mcisija@yorkville.il.us>

Subject: Plan Council May 23, 2024 - PZC 2024-15 Cyrus One (C1 Yorkville, LLC) - Data Center (PUD & Preliminary Plan)

Importance: High

EXTERNAL SENDER: This email originated outside of EEI. Do not click links, open attachments, or respond if it appears to be suspicious.

All,

Please see the attached Plan Council distribution memo for the **Thursday, May 23, 2024** meeting regarding **Cyrus One (C1 Yorkville, LLC) - Data Center (PUD & Preliminary Plan)**. I have attached the referenced documents, for your convenience.

Please let me know if you have any questions regarding the materials. Comments are requested due by Friday, May 17th.

Best Regards,

Krysti J. Barksdale-Noble, AICP

(she/her)

Community Development Director

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

 (630) 553-8573

 (630) 742-7808

 www.yorkville.il.us

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Yorkville Police Department Memorandum
 651 Prairie Pointe Drive
 Yorkville, Illinois 60560
 Telephone: 630-553-4340
 Fax: 630-553-1141

Date April ,
To Krysti arksdale-No le Community Development Director
From ames ensen Chief of Police
Reference Plan eview P C
 Project Name Cyrus One C orkville, C
 Applicant Name
 Petitioner Name ohn atem C orkville, C
 Project Number P C -
 Project ocation NEC of Eldamain oad and Fa on oad . Acres

The comments listed below are referenced to the above project

Signage

andicapped gnage e uired X es No
 Comments **On-Site handicapped parking requirements.**

***Signage must meet MUTCD Standards
 **Fine amount must be listed on sign*

peed limit gnage e uired e commended es X No
 school one pecial gnage es X No
 pecial speed one gnage e uested es X No

No Parking gnage e commended es X No
 No Parking After now Fall

No Parking ocations
 • **N/A**

Dedicated Parking signage needed es X No
 ocated y Park
 school
 Common Parking Area



Yorkville Police Department Memorandum
 651 Prairie Pointe Drive
 Yorkville, Illinois 60560
 Telephone: 630-553-4340
 Fax: 630-553-1141

Are there Street Name Conflicts es X No
 Comments **N/A**

Pedestrian Bike Path Crossing Signage es X No
 Warning Ahead Signs are required

NO Construction Traffic Signage being requested es X No
 location

****We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.****
****All traffic control signage must conform to MUTCH Standards specific to location, size, color, and height levels****

Roadway

Street Width es No
 Should parking be allowed on both sides of road es No
 Should parking be restricted to fire hydrant side es No

Center roadway medians es No
 Limit Parking on median es No
 Signage Needed es No
 Room for Emergency Veh. w one lane obstructed es No

Do you have intersection Concerns X es No

Concerns as listed below:

- **Location of the driveway(s) along Eldamain Road**
- **Driveway(s) clearly marked with signage in both directions**

Landscape

Low growth or ground cover landscaping es No
 Low growth or ground cover landscaping by windows es No
 Low growth or ground cover landscaping by Entrances es No

Comments **N/A**

Ingress / Egress



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Entrance E its match up with adjacent driveways es X No
 Total Entrance E its for development 4

Are vehicle entrance e its safe X es No
 Are warning signs for cross traffic re uested es No

aised edian ignage for ight in ight Out es X No
 Concerns

Emergency Contact for after hours during construction **Information needed**

Is this a gated or controlled access development X es No
 If yes, will Police Fire have Access X es No
 Comments **Will police have access in case of emergency?**

Miscellaneous

Individual ail o es es X No
 Cluster ail o Kiosks es X No
 ill this cause traffic choke points es X No

Are sidewalks eing planned for the development es X No
 Are sidewalk crosswalks needed es X No
 Are there ike paths planned for this pro ect es X No
 Proper ignage needed for ike paths es No
 top igns ield igns NO otorized ehicles
 Trespassing Other

Are there OA Controlled oadway O Parking Areas es No

Ample Parking on ite es No

Are there other City Ordinance Concerns es No
 Noise Ordinance Parking Ordinances
 Alarm Ordinance



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Security

Will security cameras be in use es No

Comments **Will there be security cameras used on site?**

Will the business management provide the police department remote access to the camera system User credentials only es No

Comments **If you will have camera access on site would the police department have remote access into the system for emergency purposes only?**

What are the business hours of Operation N/A

Will the property be alarmed es No

Comments **Will the gate be alarmed?**

Will you provide Floor Plans maps to the police department es No

Comments

- **Will maps/floorplans be provided to the police department for emergency purposes only?**
- **Will there be on-site security?**

I hope you find this information helpful, and we look forward to reviewing the revisions. If you should have any questions, comments, or concerns please do not hesitate to contact me.

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7641319
Purchase Order: PZC 2024-15 Cyrus One

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 5/27/2024, and the last publication of the notice was made in the newspaper dated and published on 5/27/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **May 27, 2024.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

28th Day of May, 2024, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2024-15**

NOTICE IS HEREBY GIVEN THAT C1 Yorkville, LLC, petitioner, and Yorkville Nexus LLC, owners, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting special use authorization for a Planned Unit Development (PUD) and preliminary PUD Plan approval. The purpose of the request is to develop a secure data center campus with an onsite electrical substation with up to nine (9) standalone building facilities, constructed in phases and comprised of network computers, storage systems, and computing infrastructure used to assemble, process, store and disseminate data. The onsite electrical substation will provide electricity to such facilities. Requested deviations from the Yorkville Unified Development Ordinance are related to yard setbacks, energy use standards, minimum parking requirements, cross access, pedestrian circulation, bicycle parking, off-street loading spaces, landscaping, screening of mechanical units, fences, appearance standards for industrial uses, lots fronting on public streets, and public street and circulation requirements. The real property is generally located immediately east of Eldamain Road, north of the Burlington Northern Santa Fe railroad and Faxon Road, and west of Beecher Road consisting of approximately 230 acres.

The legal description is as follows:

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 27 SECONDS EAST, 565.21 FEET; THENCE SOUTH 59 DEGREES, 16 MINUTES 25 SECONDS EAST 913.73 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 191.76 FEET; THENCE SOUTH 23 DEGREES 01 MINUTES 57 SECONDS EAST, 820.55 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING 1917.41 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE WEST LINE OF SAID SECTION, 1671.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE TO THE WEST

CHICAGO TRIBUNE

media group

QUARTER CORNER OF SAID SECTION, 722.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 702.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE NORTH AND SOUTH QUARTER LINE, 3437.83 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 223.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION, 1102.80 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, 1423.23 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT 231.91 FEET NORTHEASTERLY OF SAID QUARTER LINE AS MEASURED ALONG SAID NORTH RIGHT-OF-WAY LINE, 1147.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 07 SECONDS WEST, PARALLEL WITH SAID QUARTER LINE, 1731.26 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS approximately 228 acres of vacant land located at northeast corner of Eldamain Road and Faxon Road in Bristol Township, in unincorporated Kendall County

PINs: 02-18-300-004, 02-19-100-004, 02-19-100-005, 02-18-300-003, 02-18-300-001, 02-18-300-002 and 02-18-400-004

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said applications on **Wednesday, June 12, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk
5/27/2024 7641319 HSPAXLP

**CERTIFIED MAILING
AFFIDAVIT**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, C1 Yorkville, LLC, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, June 12, 2024, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on May 28, 2024.

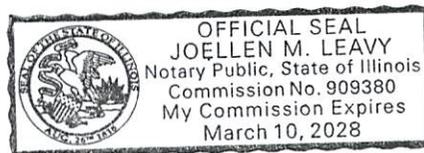


Signature of Petitioner(s)

Subscribed and sworn to before me this
28th day of May, 2024

Joellen M. Leavy

Notary Public



02-18-300-002; 02-18-300-001; 02-18-300-003; 02-18-300-004; 02-19-100-004; 02-19-100-005; 02-18-400-004
YORKVILLE NEXUS LLC
% GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO, IL 60606

01-13-400-014; 01-13-400-013; 01-13-400-012; 01-13-400-011
MENARD INC
ATTN: PROPERTIES DIVISION
5101 MENARD DR
YORKVILLE, IL 60560

01-24-200-001
TOCHIMANI, JOSE
220 ALEXIS ST
PLANO, IL 60545

02-19-501-001; 02-18-501-001
BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH, TX 76161-0089

02-19-100-011
KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA, IL 60542

01-13-400-004
ERIK HECTOR PEREZ SANCHEZ
12029 FAXON RD
PLANO, IL 60545

02-18-100-006; 01-13-100-003
COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE, IL 60181

01-13-400-004
HANSON, HILO H & SUSAN
12029 FAXON RD
PLANO, IL 60545

01-24-200-021
MBT PROPERTIES OF ILLINOIS LLC
11843 GALENA RD
PLANO, IL 60545

02-19-100-002
SCHMIT, PETER & CHERYL
11800 FAXON RD
PLANO, IL 60545

02-19-200-001; 02-18-400-005; 02-18-400-006
LOFTUS, ROBERT M & ILDEFONSA
LIV TRUST
11159 FAXON RD
YORKVILLE, IL 60560

01-13-400-005; 01-13-400-009
MENARD INC
4777 MENARD DR
EAU CLAIRE, WI 54703

01-24-200-020; 01-24-200-011; 02-19-100-001
BRUMMEL FAMILY TRUST 4
13349 C FAXON RD
PLANO, IL 60545

01-24-200-018
FEECE OIL COMPANY
1700 HUBBARD ST
BATAVIA, IL 60510

02-19-100-003
CAMACHO, MIGUEL & SANDRA E
11728 FAXON RD
PLANO, IL 60545

02-18-400-001
JYJ LLC
2622 BEECHER RD
YORKVILLE, IL 60560



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – July 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – July 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.
